City of Bethel

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

Regular City Council Meeting
April 8, 2014
6:30 P.M.
Council Chambers; Bethel, Alaska

City Council Meeting Agenda
Regularly Scheduled Meeting
April 8, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

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

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

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

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

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

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

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

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

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

Patty Burley
City Attorney

Paul Richards
Lobbyist
pmrichards@gci.net

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

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

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

VI. **APPROVAL OF MEETING MINUTES**

a) **P3** *3-25-2014 Special City Council Meeting
b) **P5** *3-25-2014 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) **P37** Public Hearing Of Budget Modification 13-12 (f): Moving $40,000 From 10-51, Administration To 10-56 City Attorney/ Moving $32,000 To Line Item 10-66-669 From 10-66-623 Cover The Costs Associated With Impoundment (Council Member Albertson/City Manager Foley)

IX. **NEW BUSINESS**

a) **P41** *Introduction Of Ordinance 14-11: Amending Bethel Municipal Code Title 9, Public Peace, Morals And Welfare (Council Member Sigmon)
b) **P67** *Resolution 14-08: Request For Payment In Lieu Of Taxes For Fiscal Year 2015 (City Manager Foley)
c) **P67** *AM 14-30: Appointment of Delbert Egoak To The Finance Committee (Mayor Klejka)
d) **P73** AM 14-31: Approving The Contract Terms And Price For Connecting The Newly Drilled Well To The City Subdivision Water Treatment Plant In Accordance To The Recent Request For Proposal (City Manager Foley)

X. **MAYOR'S REPORT**

XI. **MANAGER'S REPORT**

XII. **CLERK'S REPORT**

XIII. **COUNCIL MEMBER COMMENTS**

Agenda posted on April 2, 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 April 22, 2014**)

City Council Meeting Agenda
Regularly Scheduled Meeting
April 8, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

XIV. EXECUTIVE SESSION

a) AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Update From Attorney On The Investigation Of City Contracts And Agreements Regarding 1) Demolition Of The Old Police Station 2) Agreements With Bobby Sutton Up To And Including The Personnel Action Request Beginning March 2013 Through His Employment As Finance Director And His Post City Employment As A Consultant 3) Agreements And Leases For Use Of The City Airport Sandpit By Private Entities 4) Financial Accounting Of Leave Use By Salaried Employees Not Covered By The Collective Bargaining Agreement For The Period Of 12 Months 5) Investigation Of Employee Complaints Regarding Inappropriate Intimidation Of Employees By Supervisors 6) Hire Outside Council To Review And Advise City Council On The Existing Violation With Regard To The Bethel Municipal Code Section 3.64.050, Employment Of Relatives (Vice-Mayor Robb)

XV. ADJOURNMENT

Agenda posted on April 2, 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 April 22, 2014**)

Approval of the Minutes

City Council Meeting
City of Bethel, Alaska
Special Meeting
March 25, 2014

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on March 25, 2014 at 5:30pm, in the council chambers, Bethel, Alaska.

In the absence of Mayor Klejka and Vice-Mayor Robb, Lori Strickler, City Clerk called the meeting to order at 5:30 pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Members Absent were:

Council Member Joseph Klejka, Council Member Mark Springer, Council Member Rick Robb, Council Member Eric Whitney, Council Member Sharon Sigmon, Council Member Leif Albertson, Council Member Heather Pike

Also in attendance were the following:

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

In the absence of a quorum the meeting was adjourned.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City Council Meeting
City of Bethel, Alaska
Regular Meeting
March 25, 2014

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present: Mayor Joseph Klejka, Vice-Mayor Rick Robb, Council Member Eric Whitney, Council Member Sharon Sigmon, Council Member Leif Albertson, Council Member Mark Springer (arrived after roll call), Council Member Heather Pike

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

IV. PEOPLE TO BE HEARD

Lorin Bradbury –
Requested the Council consider liquidating the property identified in Ordinance 14-09. The Bethel Conference of Churches would like the Council to consider clearing the reverted clause in the deed to allow the Bethel Conference of Churches to have full title to the property. He pointed out concerns he had with certain items/inaccuracies mentioned in the Ordinance.

William Updegrove –Spoke on behalf of the Bethel Conference of Churches, explained to the Council the situation surrounding the property identified in Ordinance 14-09.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion:	To approve the Consent and Regular Agenda.
Moved by:	Robb
Seconded by:	Sigmon

Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Robb, Whitney, Sigmon, Albertson, Springer and Pike
Opposed:	None

Removal From Consent Agenda:	Ordinance 14-09 and Ordinance 13-12 (f) from the consent agenda.
Moved by:	Springer

Primary Amendment:	Move Introduction of 14-09 to the first order of New Business
Moved by:	Robb
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Robb, Whitney, Sigmon, Albertson, Springer and Pike
Opposed:	None

VI. APPROVAL OF THE MEETING MINUTES

Item A- 3-11-2014 Regular City Council Meeting.

Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A- Port Commission –
Council Member Springer, Council Representative-
No report.

Item B- Planning Commission –
Council Member Pike, Council Representative –
Public Hearing on the modification of Plat 5 A and B.
Pinkey's Park preliminary plat.

Item C-Public Safety and Transportation Commission-
Council Member Sigmon, Council Representative-
A meeting has not been held since the last City Council Meeting.

Item D-Energy Committee –
Richard Robb, Committee Representative-
The Energy Committee has not had a quorum, nothing to report.

Item E-Public Works Committee-
Joseph Klejka, Council Representative-

Brought up concerns with the lack of a contract to move the vehicles out of the dump.
Determine how far the City should take the Institutional Corridor with the funding options we have.

Item F- Finance Committee-
Leif Albertson, Council Representative –
Nothing was on the Finance Committee Agenda, nothing to report.

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

VIII. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 14-08: Amending Bethel Municipal Code 13.04 Water And Sewer Services.

Mayor Klejka opened the public hearing.

Dave Trantham-
Concerned people hauling their own water having to have a signed application with the City; and required to pay a $5 fee.
Access of water delivery gives the City a lot of opportunity to put all of the responsibility onto the consumer.
Additional concerns over the lack of an appeal process if there is an accusation of violation.

Mayor Klejka closed the public hearing.

Main Motion:	A motion to adopt Ordinance 14-08.
Moved by:	Sigmon
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Subsidiary Motion:	Motion to suspend the rules to hear from the public.
Moved by:	Pike
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Robb, Whitney, Sigmon, Albertson, Springer and Pike
Opposed:	None

Primary Amendment:	Under Section13.04.080 Resale of water, insert after City of Bethel "or an entity licensed by the Regulatory Commission of Alaska for water sale"
Moved by:	Robb
Seconded by:	Springer
Action:	Motion failed by a vote of 2-5
In favor:	Robb and Albertson
Opposed:	Klejka, Springer, Whitney, Sigmon and Pike

Primary Amendment:	13.04.120 Service changes, to strike section D.
Moved by:	Robb
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Secondary Amendment:	Strike 13.04.120 D (1).
Moved by:	Springer
Seconded by:	Whitney
Action:	Motion carried by a vote of 5-2
In favor:	Klejka, Springer, Whitney, Sigmon and Albertson
Opposed:	Robb and Pike

Primary Amendment:	13.04.180 Holding tank service, to strike "January 1, 2015" and insert "September 1, 2014."
Moved by:	Robb
Seconded by:	Sigmon
Action:	Motion carried by a vote of 6-1
In favor:	Klejka, Springer, Robb, Sigmon, Albertson and Pike
Opposed:	Whitney

Primary Amendment:	13.04.025, Mandatory Applications to combine Subsections items A and C.
Moved by:	Albertson
Seconded by:	Springer
Action:	Motion carried by a vote of 6-1
In favor:	Klejka, Springer, Robb, Sigmon, Albertson and Pike
Opposed:	Whitney

Primary Amendment:	Under 13.04.210, insert after customer, "between water system and home."
Moved by:	Albertson
Seconded by:	Robb

Action:	Motion carried by a vote of 5-2
In favor:	Springer, Robb, Whitney, Albertson and Pike
Opposed:	Klejka and Sigmon

Primary Amendment:	Strike Subsection (h) under Section 13.04.270.
Moved by:	Albertson
Seconded by:	Springer
Action:	Motion carried by a vote of 6-1
In favor:	Klejka, Springer, Robb, Whitney, Albertson and Pike
Opposed:	Sigmon

Subsidiary Motion:	Take a ten minute break.
Moved by:	Robb
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

IX. NEW BUSINESS

Item D- Introduction Of Ordinance 14-09: Land Acquisition –From Bethel Conference Of Churches, Block 3, Tract E.

Moved up on the Council's Agenda.

Lorin Bradbury addressed the Council, confirming the Bethel Conference of Churches has been providing insurance for the property.

William Updegrove addressed the Council, suggesting that the Bethel Conference of Churches has provided shelter and worship services at the property, inferring the property has been used for its intended and required purpose.

Main Motion:	Introduce Ordinance 14-09.
Moved by:	Whitney
Seconded by:	Sigmon
Action:	Motion failed unanimously by a vote of 0-7
In favor:	None
Opposed:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike

Item A- Public Hearing Of Ordinance 13-16: Amending Bethel Municipal Code 5.40 Chauffeurs, Cell Phone Use Prohibited.

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

Main Motion:	Adopt Ordinance 13-16.
Moved by:	Sigmon
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Primary Amendment:	Adopt the changes suggested by the Public Safety and Transportation Commission.
Moved by:	Sigmon
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Primary Amendment:	Strike "cell phones" and insert "hand held devices" throughout the document and insert in between devise and unless "except licensed two-way radio for dispatch purposes."
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried by a vote of 6-1
In favor:	Klejka, Springer, Whitney, Sigmon, Albertson and Pike
Opposed:	Robb

Primary Amendment:	Strike under 5.40.120 A "without any passengers in the vehicle."
Moved by:	Robb
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Primary Amendment:	Under 5.40.120 Subsection (b) strike the current language under 1., 2., 3., and insert "and is subject to the penalties under 5.20.120."
Moved by:	Robb
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion:	Postpone until the next regular City Council Meeting with an additional public hearing.
Moved by:	Robb
Seconded by:	Whitney
Action:	Motion failed by a vote of 2-5
In favor:	Robb and Whitney
Opposed:	Klejka, Springer, Sigmon, Albertson and Pike

Item B- Resolution 14-06: Supporting The 2014 Cama-i Dance Festival By Providing A Donation In the Amount Of Sales Taxes Collected On Admissions Sold To Attend The Festival.

Passed on the consent agenda.

Item C- Resolution14-07: Supporting The Governor's Appointment Of A Resident Of The Yukon Kuskokwim Delta To The Alaska Board Of Game.

Passed on the consent agenda.

Item E- Introduction Of Budget Modification 13-12 (f): Moving $40,000 From 10-51, Administration To 10-56 City Attorney/ Moving $32,000 To Line Item 10-66-669 From 10-66-623 Cover The Costs Associated With Impoundment.

Main Motion:	Introduce Budget Ordinance 13-12 (f)
Moved by:	Albertson
Seconded by:	Pike
Action:	Question was divided.

Incidental Motion:	Divide the Question.
Moved by:	Robb
Seconded by:	Sigmon
Action:	Motion carried by a vote of 6-1
In favor:	Klejka, Springer, Robb, Sigmon, Albertson and Pike
Opposed:	Whitney

Main Motion Division 1:	Introduce the question to transfer $40,000 to 10-56 from 10-51.
Moved by:	Albertson
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Main Motion Division 2:	Introduce the question to transfer $32,000 to 10-66-669 from 10-66-623.
Moved by:	Albertson
Seconded by:	Pike
Action:	Motion carried by a vote of 4-3
In favor:	Klejka, Springer, Whitney and Albertson
Opposed:	Robb, Sigmon and Pike

Item F- AM 14-27: Approving The Appoint Of Jeff Sanders To The Energy Committee.

Passed on the consent agenda.

Item G - AM 14-28: Approving The Donation Of $500 To The Inuit Circumpolar Council For Their 2014 General Assembly.

Main Motion:	Approve AM 14-28.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried by a vote of 6-1
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	Pike

Item H- AM 14-29: Approving The Letter Of Support For Alaska Village Electric Cooperative, Inc's Grant Application To The U.S. Department Of Agriculture For Rural Business Energy Grant.

Council Member Whitney declared a conflict of interest due to this personal business in energy auditing.
Mayor Klejka ruled; Council Member Whitney does not have a conflict of interest.

Main Motion:	Approve AM 14-29.
Moved by:	Whitney
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item I -AM 14-30: Approving The Mayor's Appointment Of Cheryl Reagan To The Parks And Recreation Committee As An Alternate Member.
Passed on the consent agenda.

Item J- Approving The Removal Of Bobby Sutton And His Business Affiliation From The Internal Investigation Motion Authorized By The Council, And For The Action To List, In General Contracts And Agreements.

Main Motion:	Motion to remove Bobby Sutton and his business affiliation from the internal investigation motion authorized by the Council, and for the action to list, in general contracts and agreements.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion failed by a vote of 1-6
In favor:	Klejka
Opposed:	Springer, Robb, Whitney, Sigmon, Albertson and Pike

Main Motion:	Have the motion read "agreements with ~~Bobby Sutton~~ Finance Director up to and including the Personnel Action Request beginning March 2013 through his employment as finance director and his post city employment as a consultant
Moved by:	Albertson
Seconded by:	Whitney
Action:	Motion failed by a vote of 3-4
In favor:	Klejka, Whitney and Albertson
Opposed:	Springer, Robb, Sigmon and Pike

Item K- Personal Time Off For The City Attorney, Half Day On March 11, 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-
50th Anniversary of the Alaska Earthquake. Alaska is the focal point of a large emergency response exercise; make a plan for your family if something catastrophic happens.
Camai was good, the Kwethluk dancers were good.
Condolences to the Pensgard family for their loss.
Thoughts and prayers for the family of Bing Santamour.

Council Member Sigmon-
Pleasure to be here. It seemed as though Camai was well attended.

Council Member Albertson-
Thanked everyone for their participation in the meeting.
Does not agree that we should write off parking meters.

Council Member Pike-
No comment.

Mayor Klejka-
Appreciated the State of Alaska extending the moose hunting season.
Appreciation all of the visitor that came to Camai.

Council Member Whitney-
No comment.

Vice-Mayor Robb-
Yesterday was March

XVI. ADJOURNMENT

Main Motion:	Adjourn.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

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

Members

Vacant,
Chair

Johnny Furlong
Vice Chair

Sharon Sigmon
Council Representative

Pat Jennings

Joe Yoon

Joan Dewey

Jennifer Dobson

Ex-Officio Members

Larry Elarton
Chief of Police

George Young
Fire Chief

KaJena Baty
Recorder

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD
IV. APPROVAL OF AGENDA
V. APPROVAL OF MINUTES FROM THE REGULAR MEETINGS OF
October 1st, November 5th, December 3rd, 2013, January 7, and February 4, 2014

VI. CHIEFS' COMMENTS
Fire Chief
Police Chief

VII. TRANSPORTATION INSPECTOR'S REPORT
VIII. COUNCIL REPRESENTATIVE'S COMMENTS

IX. SPECIAL ITEM OF BUSINESS
A. Consideration of the Resignation of Joe Yoon
B. Annual Election of Chair and Vice Chair.

X. UNFINISHED BUSINESS
A. Ordinance 13-16 Amendment for BMC 5.40.
B. Chapter 9 Minor Offenses.

XI. NEW BUSINESS

XII. COMMISSION MEMBER'S COMMENTS
XIII. ADJOURNMENT

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"

Public Works Committee Agenda

Regular Meeting Wednesday March 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 - February 19, 2014.

VI. SPECIAL ORDER OF BUSINESS

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
E. Donut Hole options for a shorter route to Tundra Ridge - Bill Arnold

VIII. NEW BUSINESS
A. Repair of Dumpsters & Lids - Scott Guinn
B. AVEC - The Interconnect Agreement for the Pool Wind Mill - Frank Neitz
C. Review Committee will choose The Pool Management Company on March 17, 2014 - Frank Neitz
D. Transfer of City Wind Turbine Grant to AVEC
E. Water/Sewer Rate Hike - When will this possibly be implemented - Frank Neitz
F. RUBA Assessment - When will this possibly be implemented - Frank Neitz
G. Will there be a New Company to remove cars from the dump - Frank Neitz
H. Possible training program for water/sewer drivers - Frank Neitz
I. RFP on piping for the New Well will be going out on April 28, 2014 - Frank Neitz

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

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

City of Bethel, Alaska
Public Works Committee Minutes

March 19, 2014 | Regular Meeting | Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Works Committee Meeting was held on __ March 19__, 2014 at 6:30 p.m. in the City Shop Conference Room, Bethel, Alaska was called to order by Committee Member Chair, Frank Neitz.

II. ROLL CALL

Present: Joseph Klejka, Frank Neitz, Scott Guinn, Donna Lindsey, Delbert Egoak
Excused absence(s): Jennifer Dobson, Bill Arnold
Unexcused absence(s): None

Also in attendance were the following:
~~Bill Arnold, Interim Public Works Director~~
Cheryl Roberts, Recorder of Minutes

III. PEOPLE TO BE HEARD

Eric Middlebrook -
Sewer Lagoon - Suggested to the committee look closely at the Sewer Lagoon; He touched on a number of concerns surrounding maintenance specifically touching on the study conducted a few years back. Water and sewer issues - suggested the hauled system is less expensive than that of the piped system. Cautioned the committee in the progression of increasing the water and sewer rates.

Mike Nevenzel -
Updated the committee on the progress of the YK Regional Aquatic Health & Training Center.

IV. APPROVAL OF AGENDA

MOVED BY:	Joe Klejka	Motioned carried to approve the agenda.
SECONDED BY:	Scott Guinn	

VOTE ON MOTION	Motion carried by unanimous voice vote.

V. APPROVAL OF MINUTES

MOVED BY:	Scott Guinn	To approve the minutes of the regular meeting of February 19, 2014.
SECONDED BY:	Donna Lindsey	

VOTE ON MOTION	Motion carried by unanimous voice vote.

VI. SPECIAL ORDER OF BUSINESS

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

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

To start a conversation on the road land, BIA, BNC, & an Environmental Impact, even with no funding.

MOVED BY:	Joseph Klejka	To start a conversation on the road land, BIA, BNC, & an Environmental Impact, even with no funding.
SECONDED BY:	Scott Guinn	

VOTE ON MOTION	Motion carried by unanimous voice vote.

VIII. NEW BUSINESS

Item A - Repair of Dumpsters & Lids

Item B - AVEC - The Interconnect Agreement for the Pool Wind Mill

Item C - Review Committee will choose The Pool Management Company on March 17, 2014

Item D - Transfer of City Wind Turbine Grant to AVEC

Item E - Water/Sewer Rate Hike - When will this possibly be implemented

Item F - RUBA Assessment - When will this possibly be implemented

Item G - Will there be a New Company to remove cars from the dump

To have an RFP or a Contract to remove steel from the Landfill this summer.

MOVED BY:		To have an RFP or a Contract to remove steel from the Landfill this summer.
SECONDED BY:		

VOTE ON MOTION	Motion carried by unanimous voice vote.

Item H - Possible training program for water/sewer drivers

Item I - RFP on piping for the New Well will be going out on April 28, 2014

IX. DIRECTOR'S REPORT

– See Public Works Monthly Manager's Report

X. MEMBER COMMENTS

Joe Klejka - I just like it that you keep everything on the agenda Frank, I think that's great. Thank you for staying on top of all this stuff.

Scott Guinn - I the only thing I can remember is what Delbert brought up last month about the road near the Joe Lomack Bldg, (Main St), who is responsible for fixing the road, the pavement.

Donna Lindsey - No comments, very informative meeting.

Eric Middlebrook - Main St is a state road contracted to the City to maintain. It's nice to catch up on what you guys are doing.

Delbert Egoak - No comments. It was my fault, I was really busy last week when she sent out this one and I didn't really look at it (referring to Main St & the agenda).

Frank Neitz - Sorry about that man (to Delbert), I apologize. Anything else just give me a call, email or text me. Thank you Cheryl for doing this, that was a hurry up deal last week.

XI. ADJOURNMENT

MOVED BY:	Joe Klejka	Motion to adjourn the meeting.
SECONDED BY:	Delbert Egoak	

VOTE ON MOTION	Motion carried by unanimous voice vote.

With no further business before the Committee, the meeting adjourned at 7:58 p.m.

APPROVED THIS _____ DAY OF , 2014.

_____
Frank Neitz, Chair

_____
Cheryl Roberts
Recorder of Minutes

City of Bethel
Committees and Commissions

Recommendation to City Council

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

Committee/Commission: Public Works	**Chairman:** Frank Neitz
Date Submitted: 03/27/2014	**Council Rep:** Joseph Klejka

Issue: Longevity of the Landfill.

Recommendation:

To have an RFP or a Contract to remove steel from the Landfill this summer.

Other:

Received by: Frank Neitz
Date: 4-1-2014

City of Bethel
Committees and Commissions

Recommendation to City Council

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

Committee/Commission: Public Works Committee	**Chairman:** Frank Neitz
Date Submitted: 03/27/2014	**Council Rep:** Joseph Klejka

Issue: Donut Hole options to Tundra Ridge Subdivision.

1. To ease traffic congestion.
2. Overall safety.
3. Commit to doing the survey.

Recommendation:

To start a conversation on the road land, BIA, BNC, & an Environmental Impact, even with no funding.

Other:

Received by: Frank Neitz
Date: 4-1-2014

City of Bethel
Finance Committee Agenda

Monday, March 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
543-3150
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 February 24, 2014**

VI. **NEW BUSINESS**

VII. **OLD BUSINESS**

VIII. **COUNCIL REP. COMMENTS**

IX. **FINANCE DIRECTOR'S COMMENTS**

X. **FINANCE COMMITTEE MEMBER COMMENTS**

XI. **ADJOURNMENT**

Posted on March 21, 2014 at City Office, AC Co., Swanson's & Post Office

Carole Jung, Recorder

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, April 01, 2014 -7:00 p.m.

157 SALMONBERRY RD– BETHEL POLICE DEPARTMENT

AGENDA

Members

Johnny Furlong, *Chair*

Pat Jennings *Vice Chair*

Sharon Sigmon *Council Representative*

Joan Dewey

Jennifer Dobson

Naim Shabani

Ex-Officio Members

Vacant *Chief of Police*

George Young *Fire Chief*

KaJena Baty *Recorder*

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD
IV. APPROVAL OF AGENDA
V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF March 4, 2014

VI. CHIEFS' COMMENTS
Fire Chief
Police Chief

VII. TRANSPORTATION INSPECTOR'S REPORT
VIII. COUNCIL REPRESENTATIVE'S COMMENTS

IX. UNFINISHED BUSINESS

X. NEW BUSINESS
A. Summer Recess
B. Revocation of Chauffeur Permit

XI. COMMISSION MEMBER'S COMMENTS
XII. ADJOURNMENT

KaJena Baty, *Recorder*

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

Next Public Safety and Transportation Commission Meeting will be May 6th, 2014.

"Deep Sea Port and Transportation Center of the Kuskokwim"

City of Bethel, Alaska

Parks & Recreation Committee Agenda

Regular Meeting **April 7, 2014 – 6:00p.m.** Bethel 4-H Youth Center

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Barbara Mosier
Committee Chair
Term Expires 12/2016

Clarence Daniel
Committee Member
Term Expires 12/2017

Margaret Revet
Committee Member
Term Expires 12/2017

Eric Whitney
Council Rep 10/2014

Minnie Sallison Fritts
Committee Member
Term Expires 12/2017

Susan Taylor
Committee Member
Term Expires 12/2015

Amanda Colvin
Committee Member
Term Expires 12/2014

Cheryl Reagan
Alternate Committee Member
3 Year Term

Ronda Sargent
Director
543-7711

Richard Ramos
Committee Recorder
543-2088

Rachael Pitts
City Planner
545-0114

John Sargent
Grant Development Manager
543-1386

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES
- **A.** February 3, 2014
- **B.** March 10, 2014

VI. DEPARTMENT HEAD REPORT

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS
- **A.** Committee election

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted at City Offices, AC, Swanson's, Post Office, Bethel 4-H Youth Center, YKHC, Q2, Corina's

Richard Ramos, Committee Recorder

Unfinished Business

Council Member Albertson/
Introduced by: City Manager Foley
Introduction Date: March 25, 2014
Public Hearing: April, 8, 2014

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE # 13-12 (f)

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:

GENERAL FUND (10)

Budget Modification
Change to ADMINISTRATION BUDGET

	Increases	
	Total Increases	**0**
	Decreases	
10-51-642	Legal Fees	(40,000)
	Total Decreases	**(40,000)**
TOTAL	**Net Change to General Fund Appropriations**	**(40,000)**

Budget Modification
Change to CITY ATTORNEY'S OFFICE

	Increases	
10-56-642	Legal Fees	40,000
	Total Increases	**40,000**
	Decreases	
		0
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Appropriations**	**40,000**

Budget Modification
PW-Streets & Roads

	Increases	
10-66-669	Other Purchased Services	32,000
	Total Increases	32,000
	Decreases	
10-66-623	Heating Fuel	(32,000)
	Total Decreases	**(32,000)**
TOTAL	**Net Change to General Fund Appropriations**	**0**

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS	
	Total Increases	72,000
	Total Decreases	(72,000)
	Cumulative Change to General Fund Revenues	**0**

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

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

PASSED AND APPROVED THIS __ DAY OF JANUARY 2013 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: Hansel L Mathlaw, Finance Director

Date: March 17, 2014

Re: Justifications for Budget Modification Request

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

The purpose of this budget modification request is to budget the payment of $32,000 to a vendor for the following services rendered: impoundment and movement of containers and construction equipment.

The equipment and containers belong to Elite Mechanical of Billings, MT. Currently, Elite Mechanical has two options: 1) reimburse the City of Bethel $32,000, plus storage fees and receive their equipment back, or 2) forfeit their equipment to the City.

Elite Mechanical has until June 1, 2014 to pay for the impoundment reimbursement, plus storage fees to receive their equipment back. If Elite Mechanical does not pay the impoundment, plus storage fees, the City will conduct an auction to sell the equipment and keep the proceeds.

According to Bill Arnold, Acting Public Works Director, the containers and equipment are worth close to $250,000 and the City would not have any trouble regaining the $32,000, plus storage fees at auction.

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: Hansel L Mathlaw, Finance Director

Date: March 17, 2014

Re: Justifications for Budget Modification Request

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

The enclosed Ordinance , if passed will authorize a modification of the FY 2014 Budget for the City of Bethel to transfer budgeted amounts from ADMINSTRATION 10-51-642 to CITY ATTORNEY'S OFFICE 10-56-642 to cover necessary expenditures which have arisen during the fiscal year. This transfer is needed to cover the expenditures to employ outside council for the City Council, not to exceed a cost of $40,000 to investigate City contracts and agreements regarding 1) demolition of the old police station 2) agreements with Bobby Sutton up to and including the Personnel Action Request beginning March 2013 through his employment as finance director and his post city employment as a consultant 3) agreements and leases for use of the City airport sandpit by private entities 4) financial accounting of leave use by salaried employees not covered by the collective bargaining agreement for the period of 12 months 5) Investigation of employee complaints regarding inappropriate intimidation of employees by supervisors 6) Hire outside council to review and advise city council on the existing violation with regard to the Bethel Municipal Code section 3.64.050, Employment of Relatives.

The funds will be transferred from ADMINSTRATION 10-51-642 account to CITY ATTORNEY'S OFFICE 10-56-642.

New Business

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-11

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING SECTION 9 PUBLIC PEACE, MORALS AND WELFARE

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

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

SECTION 2. Amending BMC Title 9 The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

Chapter 9
Public Peace, Morals and Welfare

9.01 Minor Offenses Adopted.
9.02 Disturbing Official Notices.
9.03 Obstructing Fire Station.
9.04 Fireworks.
9.05 Offenses By or Against Minors.
9.06 Discharge Firearms within City Limits.

Chapter 9.01
Minor Offenses Adopted

Sections:
9.01.010 Minor Offenses Adopted

9.01.010 Minor Offenses Adopted
A. The City adopts statutes and regulations of the State of Alaska relating to minor offenses, except for minor consuming alcohol offenses, as they presently exist and as they may be revised in the future along with the fine schedule existing at the time and as it may be revised in the future.
B. The City adopts the enforcement and processing mechanisms set out in Bethel Municipal Code Chapter 10.

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

~~Chapter 9.04~~
~~OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT~~

~~Sections:~~

~~9.04.010 Resisting arrest.~~
~~9.04.020 Disturbing official notices.~~
~~9.04.030 Impersonating a police officer.~~
~~9.04.040 False fire alarms.~~
~~9.04.050 Injury to fire apparatus.~~
~~9.04.060 Driving over fire hose.~~
~~9.04.070 Obstructing fire station.~~
~~9.04.080 Following fire apparatus.~~
~~9.04.090 Obstructing fire personnel.~~

~~9.04.010 Resisting arrest.~~

~~It is unlawful for any person in the city to resist arrest by a police officer or to assist a person in the custody of a police officer to escape.~~

Chapter 9.02
Disturbing Official Notices

Sections:

~~9.04.020~~ 9.02.010 Disturbing official notices.

~~9.04.020~~ 9.02.010 Disturbing official notices.

It is unlawful for any person in the city to interfere with, obstruct, mutilate, conceal or tear down any official notice or placard posted by any city officer without permission from the officer. Violation of this section is an infraction and is subject to a three hundred ($300) dollar fine for each individual violation.

~~9.04.030 Impersonating a police officer.~~

~~It is unlawful for any person in the city to impersonate a police officer or, without authority, attempt to exercise his powers.~~

~~9.04.040 False fire alarms.~~

~~It is unlawful for any person in the city to give or cause to be given any false alarm of a fire by setting fire to any combustible material, or by crying or sounding an alarm or by~~

~~any other means without cause. No person shall maliciously turn in or cause to be turned in a false alarm.~~

~~9.04.050 Injury to fire apparatus.~~

~~It is unlawful for any person to wilfully destroy or injure any engine, hose carriage, hose, hook and ladder carriage or other thing used and kept for extinguishment of fires.~~

~~9.04.060 Driving over fire hose.~~

~~No person shall drive any vehicle over a fire hose except upon specific orders from the chief or other officer in charge.~~

Chapter 9.03
Obstructing Fire Station

~~Sections:~~

9.03.010 Obstructing fire station.

~~9.04.070~~ 9.03.010 Obstructing fire station.

No person shall park any vehicle or otherwise cause any obstruction to be placed within twenty (20) feet of the entrance to any fire station or other place where fire apparatus is stored, or within ten (10) feet of any fire hydrant. Violation of this section is an infraction and is subject to a three hundred ($300) dollar fine for each individual violation.

~~9.04.080 Following fire apparatus.~~

~~No unauthorized person with any vehicle shall follow within six hundred (600) feet of any apparatus belonging to the department, nor park any vehicle within five hundred (500) feet of a fire.~~

~~9.04.090 Obstructing fire personnel.~~

~~No person shall interfere, obstruct or harass any member of the fire department during the execution of any duty.~~

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

~~Chapter 9.08~~
~~OFFENSES AGAINST PUBLIC PEACE~~

~~Sections:~~

~~9.08.010 Disorderly conduct – Public place defined.~~

~~In BMC 9.08.020 and 9.08.030, a "public place" is a place where the public is permitted to assemble, enter or pass through, whether publicly or privately maintained, including but not limited to places of accommodation, transportation, business or entertainment, or any other place which is not a private place.~~

~~9.08.020 Disorderly conduct – Designated.~~

~~A person who does any of the following is guilty of disorderly conduct:~~

~~A. In a public place, repeatedly or continuously shouts, blows a horn, plays a musical recording or amplifying instrument, or otherwise generates loud noises intending to disturb or acting with reckless disregard for the peace and privacy of others, or, in a private place, engages in the same conduct with the same intent or reckless disregard, having been informed by another that the conduct is disturbing the peace and privacy of others not in the same place;~~

~~B. In a public place, when a criminal offense has occurred, refuses to comply with a lawful order of the police to disperse or, in a private place, refuses to comply with an order of the police to leave the premises in which he has neither right of occupancy nor the express invitation to remain of the person having the right of possession;~~

~~C. In a public or private place challenges another to fight, or engages in fighting other than in self-defense;~~

~~D. In a public or private place knowingly or recklessly creates a hazardous condition for others by an act which has no legal justification or excuse;~~

~~E. In any public place or any place open to the public or exposed to public view solicits anyone to engage in or engages in lewd or dissolute conduct;~~

~~F. In any public place or any place open to the public accosts another person for the purpose of begging or soliciting;~~

~~G. On the private property of another, peeks in the door or windows of any inhabited building or structure located thereon without visible or lawful business with the owner or occupant thereof;~~

~~H. In any public or private place, without the permission of the owner, lodges in any building, structure, or place without the permission of the owner or person entitled to possession or control thereof.~~

~~9.08.030 Disorderly conduct – Loud noises.~~

~~In a prosecution, under BMC 9.08.020, if the loud noises constitute speech, the content of speech or evidence of specific words used by the defendant are admissible in evidence against him only as permitted by court rule. "Loud noise" in a public place means noise which is loud enough to inhibit the ability of the average person in the same place to speak freely without leaving the public place. "Loud noise" in a private place means noise which is loud enough to awaken the average person sleeping in a place other than the private place.~~

~~9.08.040 Disorderly conduct – Fine.~~

~~Upon conviction, a person who is guilty of disorderly conduct is punishable by a fine of not more than one hundred dollars ($100). In no event shall any fine less than twenty-five dollars ($25) be imposed and such fine shall not be suspended, nor may the punishment provided in this section be reduced under AS 11.05.150.~~

Chapter 9.04
Fireworks

Sections:

9.04.010 Fireworks

~~9.08.050~~ 9.04.010 Fireworks ~~and explosives~~.

~~A.~~ It is unlawful for any person in the city to sell or offer to sell dangerous fireworks for any purpose unless they are a licensed wholesaler and meet all of the requirements

set out in AS 18.72 et seq. In addition, any licensed wholesaler desiring to sell fireworks within the City of Bethel, must first obtain written consent from the fire chief, the chief of police and the city manager. Violation of this section is an infraction and is subject to a one thousand ($1,000) dollar fine for each individual violation.

~~, use or explode any fireworks, explosive or stench bomb, to which fuses are attached or which are ignitable by means of a match, without the majority decision of the chief of police, the fire chief and the city manager. In the event of an absence of the chief of police, the fire chief or the city manager, the mayor shall serve as an alternate.~~

~~*Chapter 9.12*~~
~~*OFFENSES AGAINST PUBLIC DECENCY*~~

~~Sections:~~

~~9.12.010 Public drinking – Prohibited.~~

~~It is unlawful for any person to consume an alcoholic beverage on or along any public street, sidewalk, alley, or walkway; in any public park, mode of public transportation, cemetery, dump site, harbor, parking lot, airport or schoolyard; in any public building, or in any building held open for use by the public except for those areas in a commercial establishment reserved for limited or no use by the public or any building owned by the city held open for use by the public.~~

~~9.12.020 Public drinking – Posted area.~~

~~The city manager is authorized to designate public areas and places, in addition to those specified in BMC 9.12.010, in which the consumption of alcoholic beverages is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition.~~

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

~~9.12.030 Public drinking – Fine.~~

~~A person who is guilty of drinking in public is punishable by a fine of not more than one hundred dollars ($100). In no event shall any fine less than twenty dollars ($25) be imposed and such fine shall not be suspended, nor may the punishment provided in this section be reduced under AS 11.05.150.~~

~~9.12.040 Drinking in motor vehicle or boat.~~

~~No person shall drink any alcoholic beverage in or upon any motor vehicle or boat.~~

~~9.12.050 Begging.~~

~~It is unlawful for any person in the city to beg in any street, alley or public place.~~

~~9.12.060 Enticing into automobile.~~

~~It is unlawful for any person in the city to accost or endeavor to entice a person into an automobile.~~

~~9.12.070 Illegal occupation.~~

~~It is unlawful for any person in the city to:~~

~~A. Engage in any illegal occupation or business;~~

~~B. Attend or frequent any place in which an illegal business is committed or conducted;~~

~~C. Solicit a person for the purpose of committing any illegal act.~~

~~9.12.080 Obscene act.~~

~~It is unlawful for any person in the city to:~~

~~A. Engage in any obscene conduct in any street, alley or public place; or~~

~~B. Make an obscene exhibition or exposure of his person.~~

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

~~9.12.090 Sale of obscene material.~~

~~It is unlawful for any person in the city to print, engrave, sell, offer for sale, give away, exhibit, publish or have in his possession for any such purpose any obscene books, pamphlets, paper, pictures, cast statuary, images or representations or other articles of an obscene nature.~~

~~Chapter 9.16~~
~~OFFENSES AGAINST PROPERTY~~

~~Sections:~~

~~9.16.010 Vandalism of public buildings or churches.~~

~~9.16.010 Vandalism of public buildings or churches.~~

~~It is unlawful for any person in the city to deface, mar or litter any hallway, stairway, sidewalk or steps of any public building or place of worship.~~

~~Chapter 9.20~~
~~OFFENSES BY OR AGAINST MINORS~~

~~Sections:~~

~~9.20.005 Curfew – Definitions.~~
~~9.20.010 Curfew – Hours designated.~~
~~9.20.015 Curfew – Exceptions.~~
~~9.20.020 Curfew – Parental responsibility.~~
~~9.20.025 Helmet required – Parental responsibility.~~
~~9.20.030 Motion picture admittance – Person defined.~~
~~9.20.040 Motion picture admittance – "X" rating.~~
~~9.20.050 Motion picture admittance – "R" rating.~~

Chapter 9.05
Offenses By or Against Minors

Sections:

9.05.010 Curfew – Definitions.
9.05.020 Curfew – Hours Designated.
9.05.030 Curfew – Exceptions.
9.05.040 Curfew – Parental Responsibility.
9.05.050 Motion picture admittance.

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

9.05.060 Motion picture admittance-"X" rating.
9.05.070 Motion picture admittance- "R" rating.

~~9.20.005~~ 9.05.010 Curfew – Definitions.

As used in this chapter:

A. "Guardian" means a person who is legally responsible for a youth.

B. "Emergency" means an unforeseen combination of circumstances that call for immediate action including, but not necessarily limited to, a fire, natural disaster, automobile accident, life-threatening illness or accident, or any other situation requiring immediate action to prevent physical injury or loss of life.

C. "Youth" means a person who is seventeen (17) years of age or younger and for whom the disabilities of minority have not been removed for general purposes under AS 09.55.590.

~~9.20.010~~ 9.05.020 Curfew – Hours designated.

No youth shall be upon the public streets, alleys, vacant lots, or in public buildings or places of amusement and entertainment or other unsupervised public places between the hours of 10:00 p.m. and 5:00 a.m., Sunday evening through Friday morning, and 12:00 midnight and 5:00 a.m., Friday evening through Sunday morning unless the youth's presence is excepted from the curfew in accordance with BMC ~~9.20.015~~ 9.05.030.

~~9.20.015~~ 9.05.030 Curfew – Exceptions.

It is an exception to a violation of BMC ~~9.20.010~~ 9.05.020 if, during curfew hours, a youth is:
A. Accompanied by his or her parent or guardian.
B. On an errand at the direction of his or her parent or guardian, without any detour or stop.
C. Involved in an emergency.
D. Engaged in an employment activity, or going to or returning from an employment activity, without detour or stop.
E. On the public right-of-way immediately abutting the youth's residence or immediately abutting the residence of a next door neighbor, if the neighbor did not complain to the police department about the youth's presence.

F. Attending, or going to or returning home from, without any detour or stop, an official school, religious or other recreational activity supervised by adults and sponsored by the city of Bethel, the Lower Kuskokwim School District, a civic organization or another similar entity that takes responsibility for the youth.
G. Exercising First Amendment rights protected by the United States Constitution, such as free exercise of religion, freedom of speech and the right of assembly.

~~9.20.020~~ 9.05.040 Curfew – Parental responsibility.

A. No parent or guardian shall allow a youth to go at large or unaccompanied in the city upon any public street or other place mentioned in BMC ~~9.20.010~~ 9.05.020 during the restricted hours set forth in BMC ~~9.20.010~~ 9.05.020 unless the youth's presence in public is excepted from the curfew under BMC ~~9.20.015~~ 9.05.030.
B. A person who violates this section is guilty of an infraction is punishable by a ~~civil~~ fine of not more than two-hundred fifty ~~one hundred~~ dollars ($~~100~~250) nor less than twenty-five dollars ($25). ~~Punishment under this subsection shall be instituted only by civil complaint or citation. An individual so cited does not have a right to trial by jury or counsel appointed by the court.~~

~~9.20.025 Helmet required – Parental responsibility.~~

~~A. An unemancipated minor may not operate or be a passenger on an off-highway vehicle operated by a minor unless wearing protective head gear that complies with the standards of the United States Department of Transportation or other protective head gear standards adopted by the state.~~

~~B. A parent, guardian, or other person having the custody and control of a minor may not knowingly, negligently or recklessly authorize or permit the minor to operate or be a passenger on an off-highway vehicle in violation of subsection A of this section.~~

~~C. A parent, guardian, or other person having the custody and control of a minor may not, knowingly, negligently or recklessly fail to prevent the minor from operating or being a passenger on an off-highway vehicle in violation of subsection A of this section.~~

~~D. A person who owns, manages or controls an off-highway vehicle may not knowingly, negligently or recklessly authorize or permit a minor to operate or be a passenger on the off-highway vehicle in violation of subsection A of this section.~~

~~E. A person who owns, manages or controls an off-highway vehicle may not knowingly, negligently or recklessly permit another person, including a minor, to permit or authorize a minor to operate or be a passenger on the off-highway vehicle in violation of subsection A of this section.~~

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

~~F. For purposes of this section, a minor is an individual who is under eighteen (18) years of age and who has not been emancipated; off-highway vehicle includes snow machines, motorcycles, four wheelers, all terrain vehicles and similar motorized vehicles, and a sled or other device towed by an off-highway vehicle.~~

~~G. A parent, guardian, or other person having the custody and control of a minor or a person who owns, manages or controls an off-highway vehicle who violates any provision of this section is punishable by a civil fine of not more than one hundred dollars ($100), but not less than twenty-five dollars ($25). Punishment for a violation of subsections B, C, D, or E of this section, may be imposed only in a civil action pursuant to a complaint or citation. A person accused of such a violation does not have a right to a trial by jury nor to a public defense.~~

~~9.20.030~~ 9.05.050 Motion picture admittance – Person defined.

"Person" is defined, for the purposes of BMC ~~9.20.040~~ 9.06.020 and ~~9.20.050~~ 9.06.030, as any individual, owner, employee, agent, corporate officer or manager who is working as or for an exhibitor of motion pictures in an area during and wherein "X"-rated or "R"-rated motion pictures are being exhibited.

~~9.20.040~~ 9.05.060 Motion picture admittance – "X" rating.

No person shall knowingly permit anyone under the age of eighteen (18) years to enter into or remain in any enclosed or open area where motion pictures are being exhibited which have been given an "X" rating according to the rating standards established by the Motion Picture Association of America.

~~9.20.050~~ 9.05.070 Motion picture admittance – "R" rating.

No person shall knowingly permit anyone under the age of seventeen (17) years who is not accompanied by a parent or adult guardian to enter into or remain in any enclosed or open area where motion pictures are being exhibited which have been given an "R" rating according to the rating standards established by the Motion Picture Association of America.

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

~~***Chapter 9.24***~~
~~***WEAPONS***~~

Chapter 9.06
Weapons

~~Sections:~~

~~9.24.010~~ 9.06.010 Discharge Firearms within City Limits~~ Aiming at person – Carrying concealed.~~

~~9.24.020 Prohibition posted – Definitions.~~

9.06.010 Discharge Firearms within City Limits~~ Aiming at person – Carrying concealed.~~

Except as reasonably necessary to protect life or property, it is unlawful for any person in the city to:

A. Discharge any firearm or air rifle within the City limits except in areas designated by the city manager; or

~~B. Intentionally point or aim a firearm, air rifle, or other dangerous weapon, loaded or otherwise at any person; or~~

~~C. Carry a firearm, air rifle or a deadly weapon in any restricted access area of municipal government buildings.~~

~~9.24.020 Prohibition posted – Definitions.~~

~~A. All restricted access areas of municipal government buildings in which the possession of firearms is prohibited shall have posted the notice of prohibition against possession of firearms at each entrance.~~

B. For purposes of this chapter:

1. "Firearms" includes firearms, or any other element relating to firearms or parts thereof including ammunition and reloading components.

~~2. "Restricted access area" means the area beyond a secure point where visitors are screened and does not include common areas of ingress and egress open to the general public.~~

Introduced by: Council Member Sigmon
Date: April 8, 2014
Public Hearing:
Action:
Vote:

SECTION 3. Effective Date. This Title shall become effective immediately upon the passage by the 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 Ordinance #14-11.

Chapter 9
Public Peace, Morals and Welfare

Chapter 9.01
Minor Offenses Adopted

Sections:

9.01.010 Minor Offenses Adopted

A. The City adopts statutes and regulations of the State of Alaska relating to minor offenses, except for minor consuming alcohol offenses, as they presently exist and as they may be revised in the future along with the fine schedule existing at the time and as it may be revised in the future.

B. The City adopts the enforcement and processing mechanisms set out in Bethel Municipal Code Chapter 10.

Comment [p1]: Brings in all remaining revenue but deliberately exempts minor consuming as it is the one minor offense (non criminal matter) that the courts have decided is a hybrid type of case and subject to appointment of legal counsel.

~~Chapter 9.04~~
~~OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT~~

~~Sections:~~

~~9.04.010 Resisting arrest.~~

Comment [p2]: This is a misdemeanor crime subject to jail and the right to have court appointed counsel.

~~It is unlawful for any person in the city to resist arrest by a police officer or to assist a person in the custody of a police officer to escape.~~

Chapter 9.02
Disturbing Official Notices

Sections:

~~9.04.020~~ 9.02.010 Disturbing official notices.

~~9.04.020~~ 9.02.010 Disturbing official notices.

It is unlawful for any person in the city to interfere with, obstruct, mutilate, conceal or tear down any official notice or placard posted by any city officer without permission from the officer. Violation of this section is an infraction and is subject to a three hundred ($300) dollar fine for each individual violation.

~~9.04.030 Impersonating a police officer.~~

Comment [p3]: This is a felony crime subject to jail and a court appointed counsel.

~~It is unlawful for any person in the city to impersonate a police officer or, without authority, attempt to exercise his powers.~~

~~9.04.040 False fire alarms.~~

Comment [p4]: Criminal matter subject to jail..

~~It is unlawful for any person in the city to give or cause to be given any false alarm of a fire by setting fire to any combustible material, or by crying or sounding an alarm or by any other means without cause. No person shall maliciously turn in or cause to be turned in a false alarm.~~

~~9.04.050 Injury to fire apparatus.~~

Comment [p5]: Depending on the extent of the damage this is either a felony or a misdemeanor subject to jail and a court appointed lawyer.

~~It is unlawful for any person to wilfully destroy or injure any engine, hose carriage, hose, hook and ladder carriage or other thing used and kept for extinguishment of fires.~~

~~9.04.060 Driving over fire hose.~~

Comment [p6]: This is a traffic violation already adopted in Chapter 10

~~No person shall drive any vehicle over a fire hose except upon specific orders from the chief or other officer in charge.~~

Chapter 9.03
Obstructing Fire Station

~~Sections:~~

9.03.010 Obstructing fire station.

~~9.04.070~~ 9.03.010 Obstructing fire station.

No person shall park any vehicle or otherwise cause any obstruction to be placed within twenty (20) feet of the entrance to any fire station or other place where fire apparatus is stored, or within ten (10) feet of any fire hydrant. Violation of this section is an infraction and is subject to a three hundred ($300) dollar fine for each individual violation.

~~9.04.080 Following fire apparatus.~~

~~No unauthorized person with any vehicle shall follow within six hundred (600) feet of any apparatus belonging to the department, nor park any vehicle within five hundred (500) feet of a fire.~~

~~9.04.090 Obstructing fire personnel.~~

~~No person shall interfere, obstruct or harass any member of the fire department during the execution of any duty.~~

~~*Chapter 9.08*~~
~~*OFFENSES AGAINST PUBLIC PEACE*~~

~~Sections:~~

~~9.08.010 Disorderly conduct – Public place defined.~~
~~9.08.020 Disorderly conduct – Designated.~~
~~9.08.030 Disorderly conduct – Loud noises.~~
~~9.08.040 Disorderly conduct – Fine.~~
~~9.08.050 Fireworks and explosives.~~

Comment [p7]: All of the disorderly conducts are misdemeanors which have jail time and the need for court appointed legal counsel.

~~9.08.010 Disorderly conduct – Public place defined.~~

~~In BMC 9.08.020 and 9.08.030, a "public place" is a place where the public is permitted to assemble, enter or pass through, whether publicly or privately maintained, including but not limited to places of accommodation, transportation, business or entertainment, or any other place which is not a private place.~~

~~9.08.020 Disorderly conduct – Designated.~~

~~A person who does any of the following is guilty of disorderly conduct:~~

~~A. In a public place, repeatedly or continuously shouts, blows a horn, plays a musical recording or amplifying instrument, or otherwise generates loud noises intending to disturb or acting with reckless disregard for the peace and privacy of others, or, in a private place, engages in the same conduct with the same intent or reckless disregard,~~

~~having been informed by another that the conduct is disturbing the peace and privacy of others not in the same place;~~

~~B. In a public place, when a criminal offense has occurred, refuses to comply with a lawful order of the police to disperse or, in a private place, refuses to comply with an order of the police to leave the premises in which he has neither right of occupancy nor the express invitation to remain of the person having the right of possession;~~

~~C. In a public or private place challenges another to fight, or engages in fighting other than in self-defense;~~

~~D. In a public or private place knowingly or recklessly creates a hazardous condition for others by an act which has no legal justification or excuse;~~

~~E. In any public place or any place open to the public or exposed to public view solicits anyone to engage in or engages in lewd or dissolute conduct;~~

~~F. In any public place or any place open to the public accosts another person for the purpose of begging or soliciting;~~

~~G. On the private property of another, peeks in the door or windows of any inhabited building or structure located thereon without visible or lawful business with the owner or occupant thereof;~~

~~H. In any public or private place, without the permission of the owner, lodges in any building, structure, or place without the permission of the owner or person entitled to possession or control thereof.~~

~~9.08.030 Disorderly conduct – Loud noises.~~

~~In a prosecution, under BMC 9.08.020, if the loud noises constitute speech, the content of speech or evidence of specific words used by the defendant are admissible in evidence against him only as permitted by court rule. "Loud noise" in a public place means noise which is loud enough to inhibit the ability of the average person in the same place to speak freely without leaving the public place. "Loud noise" in a private place means noise which is loud enough to awaken the average person sleeping in a place other than the private place.~~

~~9.08.040 Disorderly conduct – Fine.~~

~~Upon conviction, a person who is guilty of disorderly conduct is punishable by a fine of not more than one hundred dollars ($100). In no event shall any fine less than twenty-five dollars ($25) be imposed and such fine shall not be suspended, nor may the punishment provided in this section be reduced under AS 11.05.150.~~

Chapter 9.04
Fireworks

Sections:

9.04.010 Fireworks

~~9.08.050~~ 9.04.010 Fireworks ~~and explosives~~.

~~A.~~ It is unlawful for any person in the city to sell or offer to sell dangerous fireworks for any purpose unless they are a licensed wholesaler and meet all of the requirements set out in AS 18.72 et seq. In addition, any licensed wholesaler desiring to sell fireworks within the City of Bethel, must first obtain written consent from the fire chief, the chief of police and the city manager. Violation of this section is an infraction and is subject to a one thousand ($1,000) dollar fine for each individual violation.

~~, use or explode any fireworks, explosive or stench bomb, to which fuses are attached or which are ignitable by means of a match, without the majority decision of the chief of police, the fire chief and the city manager. In the event of an absence of the chief of police, the fire chief or the city manager, the mayor shall serve as an alternate.~~

~~*Chapter 9.12*~~
~~*OFFENSES AGAINST PUBLIC DECENCY*~~

~~Sections:~~

~~9.12.010 Public drinking – Prohibited.~~
~~9.12.020 Public drinking – Posted area.~~
~~9.12.030 Public drinking – Fine.~~
~~9.12.040 Drinking in motor vehicle or boat.~~
~~9.12.050 Begging.~~
~~9.12.060 Enticing into automobile.~~
~~9.12.070 Illegal occupation.~~
~~9.12.080 Obscene act.~~
~~9.12.090 Sale of obscene material.~~

~~9.12.010 Public drinking – Prohibited.~~

Comment [p8]: Cannot make it a bad thing to drink. Our State looks at drinking as a disease and expects public drinking and intoxication to be treated as such. Can only penalize for being disorderly.

~~It is unlawful for any person to consume an alcoholic beverage on or along any public street, sidewalk, alley, or walkway; in any public park, mode of public transportation, cemetery, dump site, harbor, parking lot, airport or schoolyard; in any public building, or in any building held open for use by the public except for those areas in a commercial establishment reserved for limited or no use by the public or any building owned by the city held open for use by the public.~~

~~9.12.020 Public drinking – Posted area.~~

~~The city manager is authorized to designate public areas and places, in addition to those specified in BMC 9.12.010, in which the consumption of alcoholic beverages is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition.~~

~~9.12.030 Public drinking – Fine.~~

~~A person who is guilty of drinking in public is punishable by a fine of not more than one hundred dollars ($100). In no event shall any fine less than twenty dollars ($25) be imposed and such fine shall not be suspended, nor may the punishment provided in this section be reduced under AS 11.05.150.~~

~~9.12.040 Drinking in motor vehicle or boat.~~

~~No person shall drink any alcoholic beverage in or upon any motor vehicle or boat.~~

~~9.12.050 Begging.~~

Comment [p9]: Could find no history of this citation being issued in the last 5-6 years.

~~It is unlawful for any person in the city to beg in any street, alley or public place.~~

~~9.12.060 Enticing into automobile.~~

Comment [p10]: Felony crime

~~It is unlawful for any person in the city to accost or endeavor to entice a person into an automobile.~~

~~9.12.070 Illegal occupation.~~

Comment [p11]: Crime

~~It is unlawful for any person in the city to:~~

~~A. Engage in any illegal occupation or business;~~

~~B. Attend or frequent any place in which an illegal business is committed or conducted;~~

~~C. Solicit a person for the purpose of committing any illegal act.~~

~~9.12.080 Obscene act.~~

~~It is unlawful for any person in the city to:~~

~~A. Engage in any obscene conduct in any street, alley or public place; or~~

~~B. Make an obscene exhibition or exposure of his person.~~

~~9.12.090 Sale of obscene material.~~

Comment [p12]: Difficult to define "Obscene". Brings about a lot of 1st amendment lawsuits.

~~It is unlawful for any person in the city to print, engrave, sell, offer for sale, give away, exhibit, publish or have in his possession for any such purpose any obscene books, pamphlets, paper, pictures, cast statuary, images or representations or other articles of an obscene nature.~~

~~*Chapter 9.16*~~
~~*OFFENSES AGAINST PROPERTY*~~

~~Sections:~~

~~9.16.010 Vandalism of public buildings or churches.~~

Comment [p13]: Crime

~~9.16.010 Vandalism of public buildings or churches.~~

~~It is unlawful for any person in the city to deface, mar or litter any hallway, stairway, sidewalk or steps of any public building or place of worship.~~

~~*Chapter 9.20*~~
~~*OFFENSES BY OR AGAINST MINORS*~~

~~Sections:~~

~~9.20.005 Curfew – Definitions.~~
~~9.20.010 Curfew – Hours designated.~~
~~9.20.015 Curfew – Exceptions.~~
~~9.20.020 Curfew – Parental responsibility.~~
~~9.20.025 Helmet required – Parental responsibility.~~
~~9.20.030 Motion picture admittance – Person defined.~~
~~9.20.040 Motion picture admittance – "X" rating.~~
~~9.20.050 Motion picture admittance – "R" rating.~~

Chapter 9.05
Offenses By or Against Minors

Sections:

9.05.010 Curfew – Definitions.
9.05.020 Curfew – Hours Designated.
9.05.030 Curfew – Exceptions.
9.05.040 Curfew – Parental Responsibility.
9.05.050 Motion picture admittance.
9.05.060 Motion picture admittance-"X" rating.
9.05.070 Motion picture admittance- "R" rating.

~~9.20.005~~ 9.05.010 Curfew – Definitions.

As used in this chapter:

A. "Guardian" means a person who is legally responsible for a youth.

B. "Emergency" means an unforeseen combination of circumstances that call for immediate action including, but not necessarily limited to, a fire, natural disaster, automobile accident, life-threatening illness or accident, or any other situation requiring immediate action to prevent physical injury or loss of life.

C. "Youth" means a person who is seventeen (17) years of age or younger and for whom the disabilities of minority have not been removed for general purposes under AS 09.55.590.

~~9.20.010~~ 9.05.020 Curfew – Hours designated.

No youth shall be upon the public streets, alleys, vacant lots, or in public buildings or places of amusement and entertainment or other unsupervised public places between the hours of 10:00 p.m. and 5:00 a.m., Sunday evening through Friday morning, and 12:00 midnight and 5:00 a.m., Friday evening through Sunday morning unless the youth's presence is excepted from the curfew in accordance with BMC ~~9.20.015~~ 9.05.030.

~~9.20.015~~ 9.05.030 Curfew – Exceptions.

It is an exception to a violation of BMC ~~9.20.010~~ 9.05.020 if, during curfew hours, a youth is:

A. Accompanied by his or her parent or guardian.

B. On an errand at the direction of his or her parent or guardian, without any detour or stop.

C. Involved in an emergency.

D. Engaged in an employment activity, or going to or returning from an employment activity, without detour or stop.

E. On the public right-of-way immediately abutting the youth's residence or immediately abutting the residence of a next door neighbor, if the neighbor did not complain to the police department about the youth's presence.

F. Attending, or going to or returning home from, without any detour or stop, an official school, religious or other recreational activity supervised by adults and sponsored by the city of Bethel, the Lower Kuskokwim School District, a civic organization or another similar entity that takes responsibility for the youth.

G. Exercising First Amendment rights protected by the United States Constitution, such as free exercise of religion, freedom of speech and the right of assembly.

~~9.20.020~~ 9.05.040 Curfew – Parental responsibility.

A. No parent or guardian shall allow a youth to go at large or unaccompanied in the city upon any public street or other place mentioned in BMC ~~9.20.010~~ 9.05.020 during the restricted hours set forth in BMC ~~9.20.010~~ 9.05.020 unless the youth's presence in public is excepted from the curfew under BMC ~~9.20.015~~ 9.05.030.

B. A person who violates this section is guilty of an infraction is punishable by a ~~civil~~ fine of not more than two-hundred fifty ~~one hundred~~ dollars ($~~100~~250) nor less than twenty-five dollars ($25). ~~Punishment under this subsection shall be instituted only by civil complaint or citation. An individual so cited does not have a right to trial by jury or counsel appointed by the court.~~

~~9.20.025 Helmet required – Parental responsibility.~~

Comment [p14]: Already a traffic law adopted under Chapter 10.

~~A. An unemancipated minor may not operate or be a passenger on an off-highway vehicle operated by a minor unless wearing protective head gear that complies with the standards of the United States Department of Transportation or other protective head gear standards adopted by the state.~~

~~B. A parent, guardian, or other person having the custody and control of a minor may not knowingly, negligently or recklessly authorize or permit the minor to operate or be a passenger on an off-highway vehicle in violation of subsection A of this section.~~

~~C. A parent, guardian, or other person having the custody and control of a minor may not, knowingly, negligently or recklessly fail to prevent the minor from operating or being a passenger on an off-highway vehicle in violation of subsection A of this section.~~

~~D. A person who owns, manages or controls an off-highway vehicle may not knowingly, negligently or recklessly authorize or permit a minor to operate or be a passenger on the off-highway vehicle in violation of subsection A of this section.~~

~~E. A person who owns, manages or controls an off-highway vehicle may not knowingly, negligently or recklessly permit another person, including a minor, to permit or authorize a minor to operate or be a passenger on the off-highway vehicle in violation of subsection A of this section.~~

~~F. For purposes of this section, a minor is an individual who is under eighteen (18) years of age and who has not been emancipated; off-highway vehicle includes snow machines, motorcycles, four-wheelers, all terrain vehicles and similar motorized vehicles, and a sled or other device towed by an off-highway vehicle.~~

~~G. A parent, guardian, or other person having the custody and control of a minor or a person who owns, manages or controls an off-highway vehicle who violates any provision of this section is punishable by a civil fine of not more than one hundred dollars ($100), but not less than twenty-five dollars ($25). Punishment for a violation of subsections B, C, D, or E of this section, may be imposed only in a civil action pursuant~~

~~to a complaint or citation. A person accused of such a violation does not have a right to a trial by jury nor to a public defense.~~

~~9.20.030~~ 9.05.050 Motion picture admittance – Person defined.

"Person" is defined, for the purposes of BMC ~~9.20.040~~ 9.06.020 and ~~9.20.050~~ 9.06.030, as any individual, owner, employee, agent, corporate officer or manager who is working as or for an exhibitor of motion pictures in an area during and wherein "X"-rated or "R"-rated motion pictures are being exhibited.

~~9.20.040~~ 9.05.060 Motion picture admittance – "X" rating.

No person shall knowingly permit anyone under the age of eighteen (18) years to enter into or remain in any enclosed or open area where motion pictures are being exhibited which have been given an "X" rating according to the rating standards established by the Motion Picture Association of America.

~~9.20.050~~ 9.05.070 Motion picture admittance – "R" rating.

No person shall knowingly permit anyone under the age of seventeen (17) years who is not accompanied by a parent or adult guardian to enter into or remain in any enclosed or open area where motion pictures are being exhibited which have been given an "R" rating according to the rating standards established by the Motion Picture Association of America.

~~*Chapter 9.24*~~
~~*WEAPONS*~~
Chapter 9.06
Weapons

~~Sections:~~

~~9.24.010~~ 9.06.010 Discharge Firearms within City Limits~~—Aiming at person—Carrying concealed.~~

~~9.24.020 Prohibition posted—Definitions.~~

9.06.010 Discharge Firearms within City Limits~~—Aiming at person—Carrying concealed.~~

Except as reasonably necessary to protect life or property, it is unlawful for any person in the city to:

A. Discharge any firearm or air rifle within the City limits except in areas designated by the city manager; or

~~B. Intentionally point or aim a firearm, air rifle, or other dangerous weapon, loaded or otherwise at any person; or~~

Comment [p15]: This section is a crime.

~~C. Carry a firearm, air rifle or a deadly weapon in any restricted access area of municipal government buildings.~~

Comment [p16]: This section is a federal crime.

~~9.24.020 Prohibition posted – Definitions.~~

~~A. All restricted access areas of municipal government buildings in which the possession of firearms is prohibited shall have posted the notice of prohibition against possession of firearms at each entrance.~~

B. For purposes of this chapter:

1. "Firearms" includes firearms, or any other element relating to firearms or parts thereof including ammunition and reloading components.

~~2. "Restricted access area" means the area beyond a secure point where visitors are screened and does not include common areas of ingress and egress open to the general public.~~

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

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

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: City Manager Foley
Date: April 8, 2014
Action:
Vote:

CITY OF BETHEL

Resolution # 14-08

A RESOLUTION REQUESTING FY 15 PAYMENT IN LIEU OF TAXES FUNDING FROM THE DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT

WHEREAS, 3 AAC 152.100 requires the governing body of a city to adopt a resolution requesting funding from the Payment in Lieu of Taxes Program for cities in the unorganized borough and to submit the resolution to the Department of Commerce, Community and Economic Development;

WHEREAS, the city has conducted a regular election during the preceding state fiscal year and has report the results of the election to the commissioner;

WHEREAS, regular meeting of the governing body are held in the city and a record of the proceedings is maintained;

WHEREAS, ordinances adopted by the city have been codified in accordance with AS 29.25.050;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council requests distribution from the FY 15 Payment in Lieu of Taxes Program by the Department of Commerce, Community, and Economic Development on the date required by law.

ENACTED THIS 8 DAY OF APRIL 2014, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	14-30		
Date action introduced:	4-08-2014	Introduced by:	Mayor Klejka
Date action taken:		▒ Approved	▒ Denied
Confirmed by:			

SUBJECT/ACTION: Approval of Mayor Klejka's Appointment of Delbert Egoak to the Finance Committee.

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

Attachment(s): Application

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

Action memorandum 14-30 is sponsored by Mayor Klejka on behalf of the City Clerk.

Mr. Egoak has submitted an application for appointment to the Public Works Committee which currently has one vacancy with a three year term ending December 31, 2017.

Upon review by the City Clerk's Office, Mr. Egoak's application meets the requirements provide in the Bethel Municipal Code.

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

APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

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

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

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: Delbert Egoak

MAILING ADDRESS: PO Box

RESIDENCE ADDRESS:

HOME PHONE:

WORK PHONE: 543-

CELL PHONE:

E-MAIL:

OCCUPATION: Accountant

EMPLOYER: AVCP

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

NO

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

NO

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

NO

4. Are you a resident of the City of Bethel? X Yes __ No If so, for how long? 29 yrs

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

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

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

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

Signature of Applicant: Date: 3/24/14

FOR OFFICE USE ONLY

Date Received: 3-24-2014

Date of Council Approval: Action Memorandum Number: 14-30

Date Applicant Notified:

Term Expiration: Dec 31, 2017

Registered voter of the City X Yes __ No

Return completed application to the Office of the City Clerk.

City of Bethel Action Memorandum

Action memorandum No.	14-31		
Date action introduced:	April 8, 2014	Introduced by:	City Manager
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Authorize the City Manager to enter into contract negotiations between the City of Bethel and contractor so that contractor can design and connect the newly drilled well to the City Sub Water Treatment Plant.

Route to:	Department/Individual:	Initials:	Remarks:
Lee M. Foley	City Manager	LMF	Bidding process resulted in one proposal received.

Attachment(s):

Contract between the City of Bethel and Contractor that will allow the Contractor to design and construct the vault, water pipe connection from new well to City Subdivision Water Treatment Plant, and related electrical work.

Amount of fiscal impact		Account information:
	No fiscal impact.	
$323,230	State Designated Legislative Grant.	45-50-646
	Funds are not budgeted. Budget modification is required. Affected account number:	

Summary statement

The City of Bethel contracted with M-W Drilling to drill a second well at the City Subdivision Water Treatment Plant. The City used the bidding process to select a contractor to design and construct water piping and related infrastructure necessary to pump water from the well to the water plant. This contract will allow the contractor and two subcontractors (engineering firm and electrician firm) to complete the design, obtain all DEC approvals, and complete the construction project by September 2014.

CITY OF BETHEL
PUBLIC WORKS WELL TO WATER TREATMENT PLANT
CONTRACT

This Agreement is made this April 9, 2014 by and between the City of Bethel (hereinafter "Owner") and _____, (hereinafter "Contractor").

Contractor License #: _____

Tax Identification #: _____

for services in connection with the design, approval, construction, installation and final approval to operate pipes which connect the newly constructed City well to the City Water Treatment Plant.

A. GENERAL DESCRIPTION

The Parties each agree to proceed with the Project on the basis of trust, good faith, and fair dealing. The Contractor represents that it is an independent contractor and that it is familiar with the type of work it is undertaking. Neither the Contractor nor any of its agents or employees shall act on behalf of or in the name of the Owner unless authorized in writing by the Owner's Representative.

ETHICS: The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest or promptly discloses any to the other Party, and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors, or others for whom they may be liable, to secure preferential treatment.

B. DEFINITIONS:

1. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
2. A "Change Order" is a written order signed by the Owner and the Contractor after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by the Contractor and accepted by the Owner.
3. The "Contract Time" is the period between the Date of Commencement and Final Completion.
4. "Day" means calendar day.
5. "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.
6. "Final Completion" occurs on the date when the Contractor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.
7. "Laws" means federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Contractor must comply that are enacted as of the Agreement date.
8. A "Material Supplier" is a person or entity retained by the Contractor to provide material and equipment for the Work.

9. "Others" means other contractors and all persons at the Worksite who are not employed by the Contractor, its Subcontractors, or Material Suppliers.
10. "Overhead" shall mean (a) payroll costs and other compensation of Contractor employees in the Contractor's principal and branch offices; (b) general and administrative expenses of the Contractor's principal and branch offices including charges against the Contractor for delinquent payments; and (c) the Contractor's capital expenses, including interest on capital used for the Work.
11. The "Owner" is the City of Bethel, and includes the Owner's representative.
12. The "Parties" are collectively the Owner and Contractor.
13. A "Subcontractor" is a person or entity retained by the Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Structural Engineer or any separate contractor employed by the Owner. All subcontractors are to be properly licensed to do business in the State of Alaska and the City of Bethel.

C. CONTRACTOR'S RESPONSIBILITIES

1. **Design Services:**
    a. Contractor will design pipe system which will ultimately connect the new City well to the City Water Treatment Plant using an engineering firm and stamped to assure that all industry standards are met and that it performs properly once constructed.
2. **Permitting**
    a. Upon completion of the design specifications and before commencing construction or purpose of the pipes, Contractor will present the final approved plan to the Department of Environmental Conservation (DEC) for construction approval.
    b. Upon completion of the installation of all pipes and assurance that they adequately accomplish the goal of allowing the City to pull water from the newly drilled well and connected to the City's Water Treatment Plant, Contractor will again return to DEC for permitting of the operations.
    c. The job will not be considered completed or sufficient unless and until it is approved for operation by DEC.
3. **Construction Services**
    1. Construction will commence upon the issuance by DEC of a construction certificate.
    2. Construction will follow the approval guidelines issued by DEC.
    3. In order to complete the Work, the Contractor shall provide all necessary engineering services, engineering supervision, construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.
4. **Compliance with Laws**. The Contractor shall give all notices and comply with all Laws at its own costs. The Contractor shall be liable to the Owner for all loss, cost, and expense attributable to any acts or omissions by the Contractor, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or

corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including the Owner, is received.

5. The Contractor shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the project, including the dates when information and approvals are required from the Owner. It shall be revised/updated monthly and as required by the conditions of the Work.
6. The Contractor shall obtain and pay for, at no additional cost above the Contract Price, the DEC and construction permits necessary for the construction of the Project.
7. The Contractor shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. The Contractor shall preserve all such records for a period of three years after the final payment or longer where required by law.
8. The Contractor shall provide monthly written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and Contractor.
9. The Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

10. **SCHEDULE OF THE WORK**. The Contractor shall prepare and submit a Schedule of Work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be a logic-based network analysis diagram system known as the critical path method. Schedule shall be produced by a computer based scheduling software program (Primavera, Microsoft Project, or similar). The Schedule shall be revised/updated monthly and as required by the conditions of the Work.

11. SAFETY OF PERSONS AND PROPERTY

a. **SAFETY PRECAUTIONS AND PROGRAMS**. The Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

b. The Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

   i. its employees and other persons at the Worksite;

   ii. materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

iii. The Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

c. Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Contractor, or anyone for whose acts the Contractor may be liable, shall be promptly remedied by the Contractor. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Contractor shall be promptly remedied by the Owner.

d. If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Contractor's safety program, may require the Contractor to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Contractor does not adopt corrective measures, the Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. The Contractor agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Final Completion based on the Contractor's compliance with the Owner's reasonable request.

e. **EMERGENCIES** In any emergency affecting the safety of persons or property, the Contractor shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as a Change Order.

12. WARRANTY

a. The Contractor warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Final Completion of the Work or of a designated portion. Extended warranties required by specification or offered by manufacturers (such as 20 year root warranty) are to be passed through to the Owner and submitted in accordance with the Supplemental Conditions.

b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner; they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by the Owner but purchased by the Contractor and are inconsistent with selection criteria that otherwise would have been followed by the Contractor, the Contractor shall assist the Owner in pursuing warranty claims.

c. The Contractor shall secure required certificates of inspection, testing, or approval and deliver them to the Owner.

d. The Contractor shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.

e. With the assistance of the Owner's maintenance personnel, the Contractor shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

13. CORRECTION OF WORK WITHIN TWO YEARS

a. If, prior to Final Completion and within two (2) years after the date of Final Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, any Defective Work is found, the Owner shall promptly notify the Contractor in writing. Unless the Owner provides written acceptance of the condition, the Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two year correction period the Owner discovers and does not promptly notify the Contractor or give the Contractor an opportunity to test or correct Defective Work as reasonably requested by the Contractor, the Owner waives the Contractor's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

b. With respect to any portion of Work first performed after Final Completion, the two-year correction period shall be extended by the period of time between Final Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Contractor.

c. If the Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

d. The Contractor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall seek recovery. If the Contractor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Contractor does not elect to correct the Work, the Owner may have the Work corrected by itself or others, and, if the Owner intends to seek recover of those costs from the Contractor, the Owner shall promptly provide the Contractor with an accounting of the correction costs it incurs.

e. If the Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work on existing buildings, the Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

f. The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Contractor's other obligations under the Contract Documents.

g. Prior to final payment, at the Owner's option and with the Contractor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

14. **CONTRACTOR'S REPRESENTATIVE** The Contractor shall designate a person who shall be the Contractor's authorized representative. The Contractor's Representative is:

D. OWNER'S RESPONSIBILITIES

The Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

1. **WORKSITE INFORMATION**. To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:
   a. information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Contractor in laying out the Work;
   b. tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law; and
   c. Any other information or services requested in writing by the Contractor which are required for Contractor's performance of the Work and under the Owner's control.

2. **MECHANICS AND CONSTRUCTION LIEN INFORMATION**. Within seven (7) Days after receiving the Contractor's written request, the Owner shall provide the Contractor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

3. **RESPONSIBILITIES DURING CONSTRUCTION**
   a. The Owner shall review the Schedule of Work, timely approve milestone dates set forth, and timely respond to its obligations.

   b. If the Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Contractor. The failure of the Owner to give such notice shall not relieve the Contractor of its obligations to fulfill the requirements of the Contract Documents.

   c. The Owner shall have no contractual obligations to Subcontractors or suppliers.

d. The Owner shall provide insurance for the Project.

4. **OWNER'S REPRESENTATIVE**. The Owner's representative is:

Bill Arnold, City of Bethel
545-0111

The representative:

- shall be fully acquainted with the Project;
- agrees to furnish the information and services required of the Owner so as not to delay the Contractor's Work; and
- Shall not have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Contractor in writing in advance.

E. SUBCONTRACTORS

Work not performed by the Contractor with its own forces shall be performed by Subcontractors.

1. **RETAINING SUBCONTRACTORS**. The Contractor shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Contractor as a result of such objection. The Owner may propose subcontractors to be considered by the Contractor. The Contractor shall not be required to retain any subcontractor to whom the Contractor has a reasonable objection.

2. **MANAGEMENT OF SUBCONTRACTORS.** The Contractor shall be responsible for the management of the Subcontractors in the performance of their work.

3. **CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS**

   If this Agreement is terminated, each subcontract agreement shall be assigned by the Contractor to the Owner, subject to the prior rights of any surety, provided that:

   a. this Agreement is terminated by the Owner pursuant to section K2; and
   b. The Owner accepts such assignment, after termination by notifying the Subcontractor and Contractor in writing, and assumes all rights and obligations of the Contractor pursuant to each subcontract agreement.
   c. If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

4. **BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Contractor agrees to bind every Subcontractor and Material Supplier to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the Work.

F. CONTRACT TIME

1. **DATE OF COMMENCEMENT.** The Date of Commencement is the Agreement date both parties have affixed their signature to the document unless otherwise set forth below. The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

2. **FINAL COMPLETION**
   a. Unless otherwise specified, the Work shall be finally complete on or before September 22, 2014, subject to adjustments as provided for in the Contract Documents.
   b. Time is of the essence for this Agreement and Contract Documents.
   c. Unless instructed by the Owner in writing, the Contractor shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Contractor and the Owner.

3. **DELAYS AND EXTENSIONS OF TIME**
   a. If the Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of the Date of Final Completion. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: (a) acts or omissions of the Owner and or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Contractor; (d) general labor disputes impacting the Project but not specifically related to the Worksite; (e) fire; (f) Terrorism; (g) epidemics; (h) adverse governmental actions, (i) unavoidable accidents or circumstances; (j) adverse weather conditions not reasonably anticipated.
   b. In addition, if the Contractor incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by the Contractor or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution, or suspension by the Owner, the Contractor shall be entitled to an equitable adjustment in the Contract Price.
   c. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

4. **LIQUIDATED DAMAGES**
   a. **FINAL COMPLETION.** The Owner and the Contractor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

The Contractor understands that if the Date of Final Completion established by the parties is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Contractor agrees that if the Date of Final Completion is not attained, the Contractor shall pay the Owner Two Thousand Two Hundred Fifty Dollars ($2,250.00) as liquidated

damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall not preclude Contractor's liability to Owner for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

b. **OTHER LIQUIDATED DAMAGES** The Owner and the Contractor may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

G. CONTRACT PRICE

The Contract Price is: Three Hundred Twenty-Three Thousand, Two Hundred Thirty ($323,230.00) Dollars.

H. CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directed Change, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

1. CHANGE ORDERS

a. The Contractor may request or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article.

b. The Owner and the Contractor shall negotiate an appropriate adjustment to Contract Price or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Final Completion shall not be unreasonably withheld.

c. **NO OBLIGATION TO PERFORM.** The Contractor shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directed Change has been issued.

2. INTERIM DIRECTED CHANGE

a. The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Contractor on the adjustment, if any, in the Contract Price or the Date of Final Completion, and if appropriate, the compensation for Design services.

b. The Owner and the Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directed Changes. As the changed work is completed, the Contractor shall submit its costs for such work with its Application for Payment beginning with the

next Application for Payment within thirty (30) Days of the issuance of the Interim Directed Change. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

3. **MINOR CHANGES IN THE WORK**

a. The Contractor may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

b. The Contractor shall promptly inform the Owner in writing of any such changes.

4. **CONCEALED OR UNKNOWN SITE CONDITIONS**. If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner. The Contractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article.

5. **CLAIMS FOR ADDITIONAL COST OR TIME.** For any claim for an increase in the Contract Price or an extension in the Date of Final Completion, the Contractor shall give the Owner written notice of the claim within twenty-one (21) days after the occurrence giving rise to the claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) days after the decision is made not to proceed. Thereafter, the Contractor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) days after giving notice, unless the Parties mutually agree upon a longer period of time. The Owner shall respond in writing denying or approving the Contractor's claim no later than fourteen (14) days after receipt of the Contractor's documentation of claim. Owner's failure to so respond shall be deemed a denial of the Contractor's claim. Any change in Contract Price or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

6. **CHANGES IN LAW.** In the event any changes in laws or regulations affecting the performance of the Work, including taxes, were not reasonably anticipated and then enacted after the date of this Agreement, the Contract Price and the Date of Final Completion, and if

appropriate the compensation for Design services, shall be equitably adjusted by Change Order.

7. **INCIDENTAL CHANGES**. The Owner may direct the Contractor to perform incidental changes in the Work upon concurrence with the Contractor that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Contractor. Such written notice shall be carried out promptly and is binding on the Parties.

I. PAYMENT

Prior to submitting the first application for payment, the Contractor shall provide a Schedule of Values satisfactory to the Owner.

On or before the twenty-fifth Day of each month after the Work has commenced, the Contractor shall submit to the Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by the Contractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest including transportation to the site.

Within seven (7) Days after receipt of each monthly application for payment, the Owner shall give written notice to the Contractor of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such Application, the Owner shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Contractor cannot agree on a revised amount, then, within thirty (30) Days after its initial rejection in part of such application, the Owner shall pay directly to the Contractor the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed or resolved.

If the Owner fails to pay the Contractor at the time payment of any amount becomes due, then the Contractor may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by the Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."

The Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

1. FINAL PAYMENT

Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

a. In making final payment the Owner waives all claims except for:
   i. outstanding liens;
   ii. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;
   iii. Work not in conformance with the Contract Documents; and
   iv. Terms of any special warranties required by the Contract Documents.

b. In accepting final payment, the Contractor waives all claims except those previously made in writing and which remain unsettled.

J. INDEMNITY, INSURANCE AND BONDS

1. INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnities) and the Owner's Representative from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under this contract, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work.

The Contractor shall indemnify, hold harmless, and defend the City of Bethel and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the City's negligence.

This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.

The Contractor shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Dispute Resolution Board.

The Contractor shall correct, through re-performance at its expense, any services which are deficient or defective because of the Contractor's failure to perform said services in

accordance with professional standards.

2. INSURANCE

Contractor shall maintain the following policies of insurance with the specified minimum coverage and limits in force at all times during the performance of the Contract:

a. Workers' Compensation: as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The contractor shall submit copies of all subcontractors' workmen's compensation insurance. The coverage shall include:

i. Waiver of subrogation against the City;
ii. Employer's Liability Protection at $500,000 each accident/each employee and $500,000 policy limit;
iii. "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;

b. Commercial General Liability: on an occurrence policy form covering all operations with combined single limits not less than:

i. $1,000,000 Each Occurrence;
ii. $1,000,000 Personal Injury;
iii. $2,000,000 General Aggregate; and
iv. $2,000,000 Products-Completed Operations Aggregate.

c. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than $1,000,000 each occurrence.

d. Umbrella Coverage: for Contract amounts over $5,000,000 not less than $1,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $1,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The City shall be named as an additional insured on policies required by paragraphs **b** thru **d** above. All of the above insurance coverage shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnity and as an additional insured.

The chosen bidder shall furnish evidence of insurance to the City before award of the Contract. The evidence shall be issued to the City and shall be a certificate of insurance or the

policy declaration page, as well as a copy of the actual binder with all required endorsements attached and must:

a. Denote the type, amount, and class of operations covered;
b. Show the effective (and retroactive) dates of the policy;
c. Show the expiration date of the policy;
d. Include all required endorsements;
e. Be executed by the carrier's representative; and
f. If a certificate of insurance, include the following statement:
"This is to certify that the policies described herein comply with all aspects of the insurance requirements of City of Bethel Public Works Shop Floor. The insurance carrier agrees that it shall notify the City, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."

The City's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be sufficient grounds for declaring the Contractor in default.

3. BONDING

Performance and Payment Bonds are required of the Contractor. Such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause.

Such Performance Bond shall be issued in the penal sum equal to one hundred percent (100%) of the Contract price.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages, whether or not such insurance is provided or in an amount sufficient to cover such damages.

The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. The Contractor's payment bond for the Project, if any, shall be made available by the Owner or the Contractor upon the Subcontractor's written request.

Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price. The Contractor shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Date of Final Completion, though the Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time. A copy of the Contractor's Payment Bond for the

Project, if any, shall be furnished by the Owner or Constructor upon the Subcontractor's written request.

K. SUSPENSION, NOTICE TO CURE AND TERMINATION

1. SUSPENSION BY THE OWNER FOR CONVENIENCE

The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.

Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Final Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

2. OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

If the Contractor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Contractor may be deemed in default.

If the Contractor fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then the Owner shall give the Contractor a second notice to correct the default within a three (3) Day period.

If the Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to the Contractor; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Contractor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to the Contractor, but shall give prompt written notice of such action to the Contractor following commencing the action.

If the Contractor files a petition under the bankruptcy code, this Agreement shall terminate if the Contractor or the Contractor's trustee rejects the Agreement or, if there has been a default, the Contractor is unable to give adequate assurance that the Contractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

In the event the Owner exercises its rights under this section, upon the request of the Contractor the Owner shall provide a detailed accounting of the cost incurred by the Owner.

If the Owner terminates this Agreement for default, and it is later determined that the Contractor was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section K.1.

3. **TERMINATION BY OWNER FOR CONVENIENCE**

If the Owner terminates this Agreement other than as set forth in section K2 the Owner shall pay the Contractor for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs.

If the Owner terminates this Agreement after commencing construction, the Contractor shall be paid the unpaid balance of the Contractor's costs as set forth in the Schedule of Values, and for any Construction services provided to date

The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments, and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, the Contractor shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Contractor's rights and benefits to the Owner, including the execution and delivery of required papers.

4.TERMINATION BY THE CONTRACTOR

Upon thirty (30) Days written notice to the Owner, the Contractor may terminate this Agreement for any of the following reasons:

a. if the Work has been stopped for a thirty (30) Day period (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Contractor, materials are not available;
b. if the Work is suspended by the Owner for thirty (30) Days; or
c. If the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project.
d. If the Owner has for thirty (30) Days failed to pay the Contractor pursuant to subsection I, the Contractor may give written notice of its intent to terminate this Agreement. If the Contractor does not receive payment within seven (7) Days of giving written notice to the Owner, then upon seven (7) Days' additional written notice to the Owner, the Contractor may terminate this Agreement.

Upon termination by the Contractor in accordance with subsection K4, the Contractor shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable

damages.

L. DISPUTE RESOLUTION OR MITIGATION

1. **WORK CONTINUANCE AND PAYMENT**. Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

2. **DIRECT DISCUSSIONS**. If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to a Dispute Review Board.

3. **MITIGATION**. Disputes remaining unresolved after direct discussions shall be directed to a professional Dispute Review Board. This dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter

4. **MITIGATION PROCEDURES**. The Dispute Review Board ("Board") shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Board's responsibilities. The costs and expenses of the Board shall be shared equally by the Parties. The Board shall be available to either Party, upon request, throughout the course of the Project. The /Board is to issue nonbinding findings within five (5) Business Days of referral of the matter to the Board, unless good cause is shown for more time.

If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Board fails to issue nonbinding findings within five (5) Business Days of the referral (or longer if good cause shown), the Parties shall submit the matter to the binding dispute resolution procedure designated L 5.

5. **BINDING DISPUTE RESOLUTION**. If the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to Litigation in the Bethel Superior Court, Bethel, Alaska. The cost of any binding dispute resolutions process, including reasonable attorneys' fees, shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

6. **MULTIPARTY PROCEEDING.** The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure. Appropriate provisions

shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

7. **LIEN RIGHTS**. Nothing in this article shall limit any rights or remedies not expressly waived by the Contractor that the Contractor may have under lien laws.

M. MISCELLANEOUS

1. **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Contractor and not for the benefit of any third party.

2. **ASSIGNMENT**. Neither the Owner nor the Contractor shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Contractor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Contractor than this Agreement. In the event of such assignment, the Contractor shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

3. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of Alaska.

4. **SEVERABILITY**. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

5. **NO WAIVER OF PERFORMANCE**. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

6. **TITLES AND GROUPINGS**. The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

7. **JOINT DRAFTING**. The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

8. **RIGHTS AND REMEDIES**. The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

N. CONTRACT DOCUMENTS

The Contract Documents are as follows:

1. This Agreement
2. City of Bethel Request for Proposal for Connection of City Well to City Water Treatment Plant.
3. Proposal received in connection with Request for Proposal for Connection of City Well to City Water Treatment Plant.

O. ORDER OF PRECEDENCE

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order:

1. Change Orders and written amendments to this Agreement
2. This Agreement
3. The Request for Proposals
4. Contractor's Proposal

OWNER: CITY OF BETHEL	**CONTRACTOR**
_____	_____
NAME: Lee Foley	NAME:
TITLE: City Manager	TITLE:
Dated: _____	Dated: _____

Mayor's Report

City of Bethel
Committees and Commissions

Recommendation to City Council

[Bethel Transit System MOU between City of Bethel and ONC]

Committee/Commission: Bethel Transit Committee	**Chairman:** Acting Chairman Arvin Dull
Date Submitted: 2/27/2014	**Council Rep:** Rick Robb

Issue/Background: The current MOU between the City of Bethel and ONC was signed by the City of Bethel and ONC on April 7, 2008. During the joint meeting between ONC and the City of Bethel, 2/12/2014, it was requested that a new MOU be drafted and that the Bethel Transit Committee review it and make recommendations to both the City of Bethel and ONC.

Recommendation:

The Bethel Transit Committee reviewed the new MOU on, February 27, 2014 and recommends that the City of Bethel and ONC accept the new Bethel Transit System MOU between the City of Bethel and ONC.

Received by: _____
Date: 3-13-2014

Manager's Report

CITY OF BETHEL

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

April 1, 2014

From: Lee M. Foley, City Manager

To: Bethel City Council

Info: Lori Strickler, City Clerk
Patty Burley, City Attorney

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 March 18 – April 1, 2014.

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

Projects:

- **YK Aquatic Center -** Regular weekly teleconference meetings between the Project Management Team and City Administration are held each Friday at 9:00 a.m. The following items are germane:
  (1) The Fire Sprinkler Pipe Pressure Test was completed satisfactorily.
  (2) Wallboard installation is ongoing and lighting brackets are being installed.
  (3) Under building soffit installation is ongoing.
  (4) Attached is a monthly pool report with photos, the current budget, and photos of the wind turbine.

- **Institutional Corridor** – A conditional Letter of Intent to Award has been issued. The contract for this portion of the project is on the agenda for review and approval.

Miscellaneous:

- **Personnel:**
  (1) In accordance with the Alaska Statutes, Bethel Municipal Code, and current Collective Bargaining Agreement, I am notifying Council that employee Harry K. Choi, a truck driver in the Hauled Utilities Division of the Public Works Department, has been granted military leave to attend annual National Guard Training.
  (2) Applications for department head vacancies are being reviewed and ranked this week with a view toward scheduling initial interviews.
  (3) Acting Police Chief George Young was previously authorized to fully staff all dispatch positions at the police department. For the Operational Sergeant's position that opens with the resignation and departure of Sergeant Chris Salyers, a formal process is being devised for current BPD officers to follow if they wish to compete for promotion to that position. After speaking with Anchorage PD and Albuquerque PD, the Acting Police Chief and I feel that a formal, instead of informal, process will enable the City to enhance the professionalism of the department and thereby better serve the community when they're in the field.

- **Sewer Lagoon** – I previously notified Council that the sheetpile and platform for truck discharge is deteriorating rapidly and has become unsafe. A structural engineer from CH2MHill will be in Bethel on Thursday, April 3, 2014 to perform an assessment and subsequently provide a report of his findings.

Thank you.

Enclosures

ProDev
Project Development Associates

Monthly Construction Report – March 2014

Date: March 31, 2013
Project: YK Aquatic Center, Bethel, Alaska

Budget

Change Orders – No change orders processed this month, none anticipated.

Proposals – Requested cost proposals from the contractor for the following items and approval is contingent upon approval and receipt of funding:

- Provide and install automated pool cover.
- Provide and install scoreboard and lap timing system.

Project Management - Administration

Safety – No accidents or recordable incidents to date.

Quality Control/Quality Assurance – Coordination with City Hall, Public Works and the Contractors is ongoing. No exceptions or conflicts are anticipated.

- Special Inspections – Structural work is behind us, Dowl's special inspection scope of work is complete. If any issues or questions arise a structural inspector can be called upon if/when necessary.
- Fill test – Awaiting completion of the spa fill test, pool test was successfully completed.
- Foundation Thermal Break (the compressed wood blocks) – Structural engineer / designer visited the site for inspection, no exceptions taken. Repair work is complete.
- Wind Turbine – Construction letter of non-hazard received from the Federal Aviation Administration, installation underway.

Pool Operations – Three proposals were received and the evaluation committee completed their review. The City notified offeror's that discussions and negotiations will begin with the highest scored firm.

ProDev
Project Development Associates

Furnishings Fixtures and Equipment

- Grant request submitted to YKHC, await reply.
- The Rasmuson Foundation visited Bethel for a site tour and to meet with City Hall. All involved agreed it was a positive meeting and remains optimistic.

Schedule

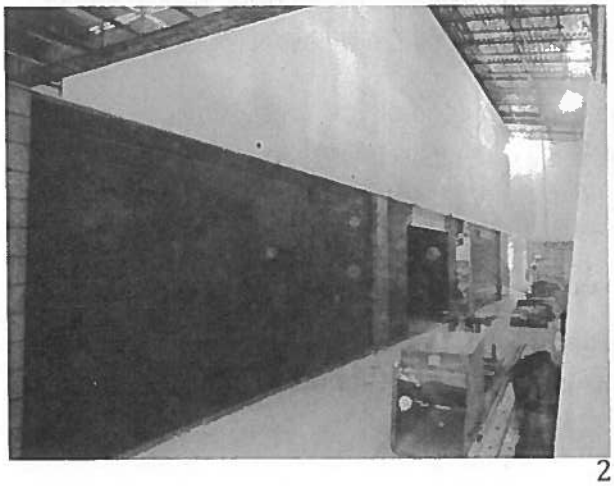
Await detailed schedule update from contractor. No change, substantial Completion scheduled for Sept 30.

Construction

Week of 03/03 – Pile cap replacement procedure completed. HVAC ductwork installation. Interior concrete block installation. Begin under building soffit installation.

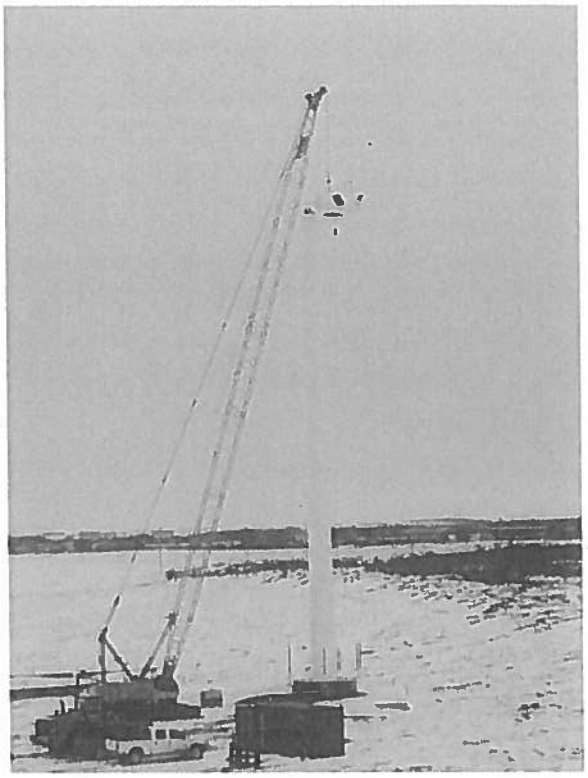
Week of 03/10 – Under soffit installation and HVAC continues, interior wall framing and drywall installation underway. Interior wall masking and painting underway.

Week of 03/17 – Work activities listed above ongoing. Temporary deck constructed over pool to allow access to natatorium ceiling. Fire suppression sprinkler work underway. Staging and mobilization to site for turbine installation.



ProDev
Project Development Associates

Week of 03/24 – Work activities listed above ongoing, installation of turbine is the focus for the week.



Upcoming Activities

- Anticipate discussions with pool operator.
- Turbine electrical connections.
- Interior finish work ongoing.

Safety – When visiting the site, please schedule site visits through Mike Nevenzel. Also, please remind everyone involved to take an extra moment to proceed with caution, construction sites can be dangerous and we all want a safe jobsite with ZERO INJURIES.

End of Report

If you find any errors or omissions stated above, please contact the author immediately.

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	$ 20,567,427	$ -	$ 20,567,427	$ 15,593,258
FFE	$ -	$ -	$ -	$ -
A/E Fees	$ 45,289	$ -	$ 45,289	$ 45,289
PM & Inspections	$ 1,085,706	$ -	$ 1,085,706	$ 707,838
Misc	$ 39,089	$ 25,272	$ 64,361	$ 39,089
Total	$ 22,796,605	$ 25,272	$ 22,821,877	$ 17,444,569

State Funding	$ 23,075,000
Work under contract	$ 22,796,605
Forecast additional costs	$ 25,272
Avaliable Funds	$ 253,123

Program Budget Breakdown

Pile	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	$ -	$ 15,593,258
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)	$ -	$ -
Change Order 4 - Misc Elec	$ 7,150	$ -	$ -
Turbine Access Road PLACEHOLDER	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
Total	$ 20,567,427.00	$ -	$ 15,593,258.00

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

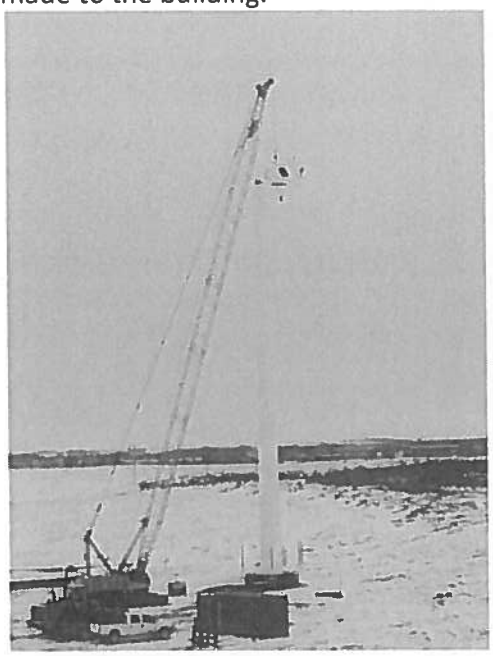
Project Management Labor	$ 791,600	$ -	$ 504,025
Project Management Expenses	$ 147,900	$ -	$ 57,607
Phase 1 Special Insp - NTE Thermopile	$ 36,845	$ -	$ -
Phase 2 Special Insp	$ 40,000	$ -	$ 39,981
Phase 3 Special Insp	$ 40,000	$ -	$ 51,415
Phase 4 Special Insp	$ 29,361	$ -	$ 54,810
Total	$ 1,085,706	$ -	$ 707,838

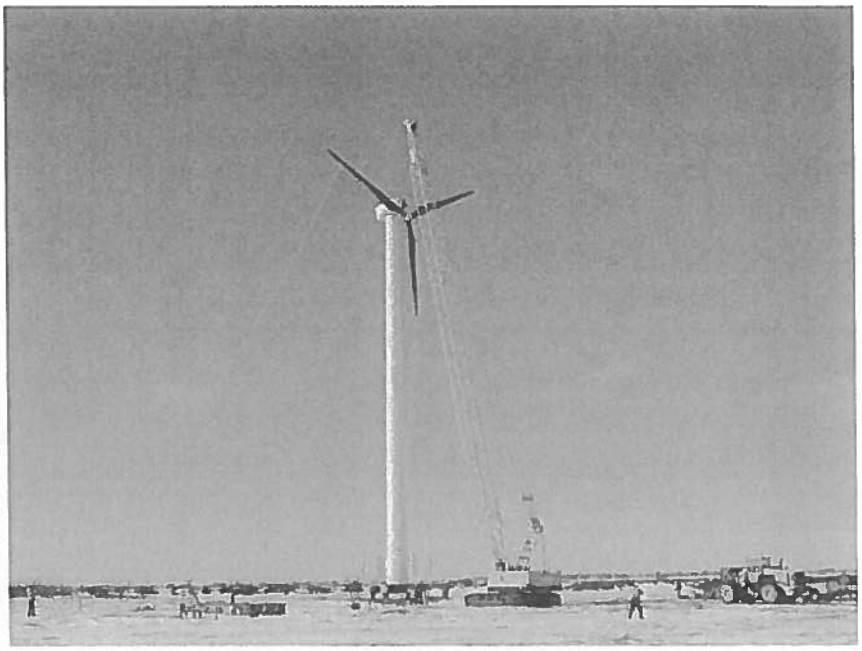
Miscellaneous

Anch Daily News - Bid Advertisement	$ 46	$ -	$ 46
Anch Daily News - Bid Advertisement	$ 90	$ -	$ 90
City - Utility connection, power pole to site	$ 31,004	$ 21,772	$ 31,004
Farpoint Easement Platt	$ 5,575	$ -	$ 5,575
Easement fee to BNC	$ 1,000	$ -	$ 1,000
Anch Daily News	$ 43	$ -	$ 43
Dedication Plaque - Kwim and YKHC?	$ -	$ 3,000	$ -
Midwest Pool - RFP Peer review	$ 781	$ 500	$ 781
Pool & Spa Consult - Manuals	$ 550	$ -	$ 550
Total	$ 39,089	$ 25,272	$ 39,089

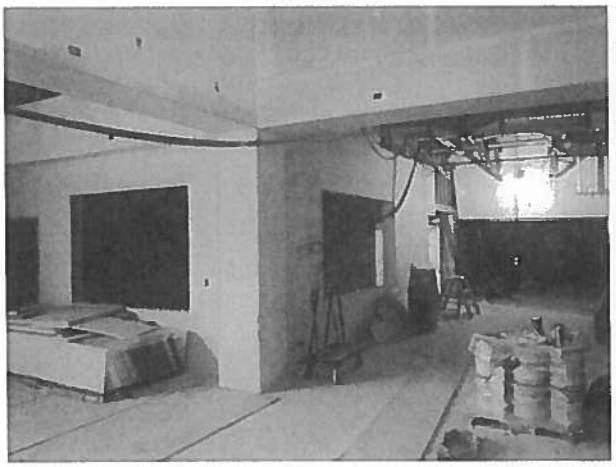
Yukon Kuskokwim Regional Aquatic Training and Safety Center
Progress – March 2014
What's Happening?

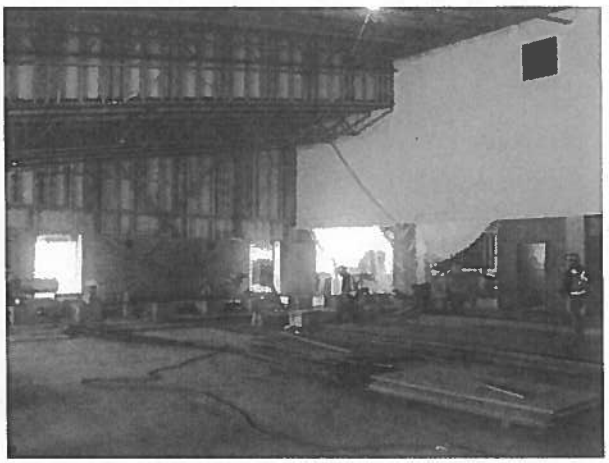
It's been a busy month most notably you will see a wind turbine on the skyline. The turbine stands 150 feet tall and will generate 100 kilowatts of electrical power for the Aquatic Center. The turbine was erected at the end of March and over the next month connections will be made to the building.





Crews have been continuing the install utilities, power, water etc. under the building and enclosing the lines in a soffit that will allow controlled access to utilities, while still allowing airflow under the building for the refrigerated piles.





Inside the building, heating ductwork and electrical rough in is ongoing and crews are busy framing the remaining interior walls and installing and finishing wall board.

SAFETY REMINDER: While we are glad to see the enthusiasm and support for the project in the community, please refrain from entering the construction site. Construction sites can be dangerous and we all want a safe jobsite with ZERO INJURIES.

Management Team Reports

MEMORANDUM

DATE: April 1, 2014

TO: Lee Foley, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – April 8, 2014 Bethel City Council Meeting

Institutional Corridor Project
City Administration reviewed the proposal submitted to connect the well to the City Subdivision Water Treatment Plant and prepared a contract with the contractor for City Council to approve. The feasibility study describing how the institutional corridor entities will be connected by water pipe is expected to be completed in mid-April 2014. The City will issue a Request for Proposals to design the project shortly thereafter.

Rasmuson Foundation Request
Sammye Pokryfki with Rasmuson Foundation came to Bethel on March 21, 2014 for a site visit in regard to the City's proposal request for $740,549 to buy furniture, fixtures, and equipment. She met with Beverly Hoffman to hear about the history of the project and the local effort to raise money to support the project. Mike Nevenzel led Sammye and her cohort through the new YK Regional Aquatic Health and Safety Center. She was impressed with the modern features included in the project, like the air handler, moisture remover, and ultraviolet light filtration system.

Sammye said the City's application was complete. A brief summary of the City's project and a recommendation by Rasmuson Foundation's Administration will be presented to the Board in June for a funding decision. ProDev is preparing to assist the City in making the furniture, fixtures, and equipment purchases quickly once the City receives approval.

Grant Reports
I submitted 12 documents to close the State Homeland Security Program Grant that allowed the City to purchase VHF radios and Port and Police fencing and gates. The current State Homeland Security Program grant will allow the purchase of four more gates to help secure the high and low roads along the seawall between the City Bus Barn and Standard Oil Road.

All quarterly grant reports must be completed by April 30, 2014 for the reporting period ending March 31, 2014. Josephine Stern in the Finance Department and I have been working together to complete the Finance and Progress reports in a timely manner and with sufficient backup materials to be reimbursed in full.

City of Bethel
Grant Summary
Calendar Year 2014

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	$ Grant $ City Match
Alaska Dept. of Natural Resources, Division of Parks and Outdoor Rec.	Full Land & Water Conservation Fund grant application	Pinky's Park Upgrades: new multiuse sports field, boardwalk, decks, garden high tunnel.	Parks and Rec.	8/1/13	$125,000 Other grants + in-kind match

Submitted in Calendar Year 2013

Most recent first

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	$ Grant $ City Match
Rasmuson Foundation	Tier 2 Proposal for requests greater than $25,000	Furniture, fixtures, and equipment for the aquatic center	Parks and Rec.	3/14/14	$740,549 0
YKHC-Diabetes Prevention and Control Program	Funding to reduce incidence of diabetes onset	Exercise equipment and pool swim gear	Parks and Rec.	3/6/14	$196,969
State of Alaska	Capital Requests	Sewage Lagoon Rehab., City Dock Repair & New Port Office, Road Around H-Marker Lake, Dust Control, Institutional Corridor-Final Phase.	PW, Port,	9/31/13	$32,350,000 0
Federal Emergency Management Association	Assistance to Firefighters Grant	22 Self-contained breathing apparatus (airpacks)	Fire	12/6/13	$125,290 $5,000?
U.S. Dept. of Transportation	TIGER Grant	River Bank Stabilization Project (seawall tiebacks)	Port	6/3/13	$3,900,035

Approved in Calendar Year 2013

Most recent first

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	$ Grant $ Match

Not Approved in Calendar Year 2013

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	$ Grant $ Match

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
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TO: Lee Foley, Lori Strickler

FROM: Peter A. Williams, Port Director

SUBJECT: March Managers Report-2014

Small Boat Harbor

SBH Project, Phase II :

The need for Technical Services from the USACE has been resolved. Dowl feels they have enough information to proceed to bid for the materials needed for construction and a design for contractor to use for construction. A DOWL rep and the Port Director performed a onsite inspection of the SBH for 4hrs. onMarch 27th. The present goal is to complete the work needed to go out to bid for project in early April. I might have to make a couple of day trips to Anchorage to help out.

East Addition

- The funds for the TIGER grant were released by Congress. Applications are due by June 3rd. The grant writer is planning to submit an application for the work needed on the East Addition. The funds are set up for shovel ready projects and this has been shovel ready for five years.

-208 East Ave. – awaiting the bank signature and this building will be removed. The City Attorney is planning to look into this matter this month.

-Jing/Active lots- MLA will be traveling to Bethel when the ground unthaws to set monuments. This work does not include the Lot that the Yukon lodge sits on.

-Mr. Nick tore down his steam bath but has not removed the debris from the City's property. Forwarded a e-mail to the City Planner and Attorney letting them know about the situation.

Brown Slough

-Excavation of the channel is going well. We hope to finish the digging this week and to remove the material by April 11th. Approximately 380 truckloads of silt has been removed, whuch equates to about 1520 cu. yds. of material. Public Works is continuing to help.

City Dock

- East Timber Wall Design – USACE will has awarded a contract to Denali Drilling to perform the drilling to produce soil samples for the geo-tech survey. This work will begin shortly. Denali Drilling has been notified to contact the Port before they begin work.

- Connex at the gate will be moved to the Port Office for use by DOWL PM.

Seawall

- The project to repair the seawall below the port office has gone out to bid. There will be a walk around for those bidders interested in the job on April 4th.

Port Office

- We still need to pursue a course of action. Request for quotes seems to be the best way to move forward at the moment.
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Operations

-The Port is and will continue to work on list for this coming season for improvements that we hope to accomplish.

-We have one person who will be in training at Yuut Elitnaurviat in April that includes some OSHA training in regards to heavy equipment.

Equipment list has been updated for insurance purposes.

- Equipment was serviced.
- We had a loader tie go flat. The tire was repaired. We bought 4 new ones last year but have no spares. We intend to order two more from Seattle. There is $9,000 in the budget of unused fund for this purpose. We can purchase 2, $4,200 plus shipping in Seattle. The price of one tire in Anchorage is $3.600 plus $1,000 in air freight.
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Delinquent Accounts

- A delinquent list of the Ports Dock Accounts was forwarded to the Finance Dept Two notices have been sent to all those who are delinquent. All the parties involved were informed of the course of action or actions that the Port/City of Bethel can take if the accounts are not brought up to date. We quoted all of the sections in the BMC and Terminal Tariff #004 for the account holders information. The City Attorney has suggested we come up a with a list of specific actions that the Port will take for those delinquent when a account is 30,60 90 days delinquent. Currently those on the delinquent list have been notified that the have lost their privileges to use the Port Facilities. We have given vendors 30 days to respond. Technically we can tell them
- that we are impounding what they have left within the Port facilities after 30 days and that they have 30 days to bring their accounts up to date or we will proceed to sell what has been impounded. The Port has basically given everyone 60 days instead of 30 we before we start the impoundment process. We have found that by denying the use of the facilities we usually can get a response and the balance due on the account is paid.
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Port of Bethel -Knick BYD Site Plan

- A letter of the Port of Bethels concerns regarding the proposed Site Plan for Knicks BYD was sent to the USACE. Supporting documents were included.

Memorandum

DATE: March 31, 2014

TO: Lee Foley, City Manager

FROM: Hansel L Mathlaw, Finance Director

SUBJECT: Manager's Report – April 2014

Finance Committee

The finance committee scheduled a meeting on March 24(Monday). A quorum was not was established. The committee has one open seat and may have a prospect for a new member. A new topic for the April's finance meeting is the rewrite of the sales tax ordinance.

Finance Department

The FY14 budget is now on the City's website. The FY14 budget online will alleviate requests for information for the City Clerk and Finance. Finance staff is in the process of uploading the finance committee meeting minutes, prior year budgets and the FY13 annual audited financial statements.

Budget/Financial

The Finance Department Budget year to date (as of February 28) expenditures totaled $540,199, which represents 72% of the total budget.

The Utility Billing under my supervision had expenditures of $93,171, which represents 67% of the budget.

After the February 2014 sales tax reconciliation, a transfer of $48,980 was performed to the BATHC bank account. The BATHC account now has a total of $4,109,294.

Planning Department Report

From: Rachael Pitts, Planning Director
Date: April 1, 2014

Staff met with ProDev to select a pool operator. A company has been selected and staff is working on the details of the contract.

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. The Planning Commission wrote a letter to USACE to support the City Council Resolution that opposes the construction of the dock as proposed.

Three plats were approved by the Planning Commission, all involving city property. There are more plats for them to review this spring, including one for the proposed Snow Ridge subdivision. The subdivision drawing shows 11 lots located west of H-Marker Lake. Another plat adds 10 acres to Pinky's Park. And a plat that was initiated by the City creates some easements that will serve the swimming and recreational center that is under construction.

The Planner provided data to the State of Alaska this month on Bethel's 38.52 miles of roads. The state is interested in how many miles are paved and unpaved, and uses this data to plan street projects. There are 33.03 miles unpaved, and 5.49 paved.

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

The Bethel Police Department has assisted with some code enforcement issues this month which was very helpful.

Construction Projects:

We are all anticipating the opening of the swimming pool / recreation center, and the new Swanson's store and movie theater. These will be exciting additions to the community. A tour of the pool project is offered every Thursday at 10:30 AM.

MEMORANDUM

DATE: 04/01/2014
TO: Lee Foley, City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report

Programs/Divisions
Public Works Director:

Utility Maintenance:
This month we responded to eight after hour callouts, four of them being commercial which required help from hauled sewer with evac trucks. Three of them were discovered while doing our daily monitoring. The water well project in city sub is still ongoing, requiring all water trucks to fill up at BHWTP. We also had a few freeze ups in ASHA earlier this month. We continue to monitor our liftstations and operate our water plants daily.

Hauled Utilities:
For March, hauled services has delivered 2.5 million gallons of water, 2.1 million gallons of sewage, and 2228 cubic ft of refuse.

We will be implementing a 10 hour-4 day work schedule in hopes of reducing the overtime. I believe it should work out unless we run into another truck shortage, due to breakdowns.

It has also come to our attention , the retaining wall, where the evac trucks empty into the lagoon is in need of some repairs, the sheet piling is starting to split open and separate near the water line, creating the potential for a blow out. We have placed some seawall pipe on blocks to keep the trucks far back and away from the potential danger.

And last, but not least, the truck repairs have been steadily getting better with the addition of the newest mechanic, Tom McCallson.

Property Maintenance:
We continue to monitor our facilities daily including weekends at least through the winter. We routinely find problems/issues with heat, drains, doors, lights and make the necessary repairs or replace defective equipment. The approach to our schedule is to be proactive as much as we can instead of reactive. We discover issues when we are performing our regular checks or service and make the

appropriate correction or upgrade. This keeps the unpredictable accidents or malfunctions to a minimum. This allows us to assist with the projects that are asked of us from the other departments, when we are able to.

Road Maintenance:

Streets and Road has been helping the port out as much as we could, hauling from the pile of mud that Gary or Dave has dug out from Brown's Slough, to the land fill. This has helped in covering some of the trash at the north lower end, and also in building the dike up at the lower end too. Now we have been working on a pile at the land fill, so that they will have cover when they need cover trash.

Streets and Roads this mouth went from steaming culverts, to plowing snow through two different storms, and then sanding roads as needed. With the weather being so extreme, this year, we have been doing things this winter, that, we would normally do in the spring.

Streets and Roads also has been digging out some of the culverts, bother low end, and if we can the upper end. This will give it a head start when it starts thawing out; again this spring, on the culverts that are frozen and also help to keep the ones that are not frozen, open.

Streets and Roads drove the D8N from Gary's house at H-Marker Lake to the City Shop. We park it there over the winter, and when the ice was thick enough to drive it across the lake, we drove it here to have it services, and gone through. After this was done, we drove it back, and parked it there so that it will be ready for this spring to use at the city sand pit. We do it this way, because, we do not have a trailer big enough to haul it, and by drive it there and back in the winter time it saves us over $3000, by not having it hauled.

Vehicles and Equipment:

We have been staying very busy lately with the unusual amount of water truck break downs. It is being traced down to the hydraulic system that runs the water pumps. We are researching different pump applications that may slow or stop the problem we are having with the premature failure of the hydraulic seals in the hyd. motors that we are currently using. These failures are usually seen more often when the temperatures outside are very cold, and not when it's warm, as we have had this year. As far as some of the other cold weather issues we usually have with suspensions and brake problems, those have been at a minimum with this cooperative weather. We are also preparing for the summer tire transition coming up soon with the spring weather approaching. With the addition of our small truck rack over the winter, it will help us potentially find other problems with the smaller vehicles more easily while we are changing out the winter to summer tires. We are also anticipating the finishing of the rear overhang project behind the V&E shop,

to eliminate the raven roost problem. It will greatly improve the appearance of our shop and healthy well being of some of our employees who have to tread under them and through there mess each morning. Thanks to the road crew and building maintenance for their efforts in completing that task very soon.

Transit:

For the month of March 2014 the Bethel Transit System transported a total of **1605** passengers. **95** of those riders had disability, and approximately **233** were elders. Compared to last year, this shows an increase of **863** riders, about **54%.** In March of 2014 there were **138** monthly passes used compared to March 2013 when **111** were used, an increase of about **20%.** The use of the $5 Day Pass has caught on and we sell 10 to 20 Day Passes each day. The Saturday Route, 5 hours, we average 20-25 passengers each Saturday. On a daily bases about 75-80% of the passengers are regular riders, they ride once or twice every day. During the Cama-i Festival we did not have a special bus run, lack of drivers without paying overtime. I drove the Saturday route, 10:30am to 3:30pm, and include BRHS (Cama-i Festival) on the route.

The buses, #436 /#437 and #438, are really beginning to show their age and the effects of the roads / weather conditions in Bethel. Unfortunately a lot of the problems with the buses are "hidden" and aren't discovered until it's too late and the bus is down for weeks waiting for parts. When I checked the lug nuts on the rear wheels of bus #438, the small gas bus, one of the nuts and part of the lug bolt came off in my hand. I check all the other lug nuts/bolts and they were okay. However I asked the City Shop to order new lug bolts / nuts for both of the rear wheels and while they were putting them on they discovered there were problems with the brakes and brake pads. I'm sure this is just the tip of the ice berg, not only on bus #438 but the other two buses as well. We're real lucky that were able to order a new bus and it should arrive on this summer barge. The new bus is a 12 passenger bus with a flip down seat that will accommodate two more passengers for a total of 14, plus a wheel chair passenger. It's a gas bus and two wheel drive. It will be lower and easier for elderly people to get in. We've also requested, FY 15 Grant Application, another new bus to replace Bus #437. It's 6 years old and has over 110,000 miles.

Our Part-Time Driver resigned and took a full time job with the City's Public Works Utility Department. I promoted the On-Call Driver into that Part-Time Driver position and we're advertising for a new On-Call Driver. It will be difficult to fill this position, with the FY 15 budget reduction (cut), they will only work 5-8 hours per week and receive no benefits.

I've attached a copy of the Bethel Public Transit System FY 15 Budget that was given to the City Council for approval. As you'll see there is considerable amount

of difference between the FY 13, FY 14 and the purposed FY 15 budget. I will need to wait for the City Council's final approval of the budget before I can determine what adjustments will need to be made for FY 15.

Landfill / Recycle Center:

The landfill is looking better than it has in a long time. Trash is getting covered now that we have material coming from Browns Slough and we are able to stockpile the rest to be used for cover in the future. We have put up more brush fences this month to catch flying bags and paper, instead of them ending up on the tundra. We also got our landfill track loader back as it had a whole new under carriage and tracks put on it this winter.

Staffing Issues/Concerns/Training:

The Hauled Utilities Dept is down a total of 2 Water/Sewer Drivers.

Budget/Financial:

See each Department.

Clerk's Report

City of Bethel, Alaska

City Clerk's Office

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

Upcoming Council Events:
April 22, 2014 Regular City Council Meeting

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.

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

A reminder to the Council and Planning Commissioners, the Financial Disclosure Statements are due to the City Clerk's Office by April 15, 2014.

The City Clerk's Office wrote the Water and Sewer rate increase ordinance and presented it to the department heads for their review and comment. It should be ready for Council's consideration at the April 22nd council meeting.

Reviewed the draft amendments to Title 13.08 for sewer services, prepared by the City Attorney.

Reviewing and researching the process of transferring utility easement permits from BUC to AVEC.