City of Bethel

P.O. BOX 1388
Bethel, Alaska 99559
Phone: 907- 543-2047
Fax: 907-543-4171

Regular City Council Meeting
June 12, 2012
6:30 P.M.
Council Chambers; Bethel, Alaska

City Council Meeting Agenda
Regularly Scheduled Meeting
June 12, 2012-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

Joseph Klejka
Mayor
Term Expires 2012
543-2984
jklejka@cityofbethel.net

Gene Peltola Jr.
Vice-Mayor
Term Expires 2013
543-3151
gpeltola@cityofbethel.net

Rick Robb
Council Member
Term Expires 2013
543-1879
rrobb@cityofbethel.net

Mary Sattler
Council Member
Term Expires 2013
543-1588
msattler@cityofbethel.net

Kent Harding
Council Member
Term Expires 2012
543-2276
kharding@cityofbethel.net

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

Eric Whitney
Council Member
Term Expires 2012
545-1309
ewhitney@cityofbethel.net

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

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

Michael Gatti
City Attorney

Paul Richards
Lobbyist
paul_richards@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** *5-22-2012 Regular City Council Meeting Minutes

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) **P21** Resolution 12-12: Supporting A Mercury Risk Assessment Study, Mercury Transportation Accountability, And Mercury Monitoring As Conditions to Permitting The Proposed Donlin Gold Mine (Council Member Whitney)
b) **P27** AM 12-23: Directing The Administration To Move Forward With The 100% Design of The YK Regional Aquatic Health And Safety Center (City Manager Foley)

IX. **NEW BUSINESS**

a) **P31** *Resolution 12-13: Supporting Kuimarvik-A Place To Swim And Designating A Member Of Administration And City Council As A Seated Member Of Their Board Of Directors (Council Member Robb)
b) **P33** *Introduction Of Ordinance 12-06: Modifying The Employee Classification Plan To Include The Information Technology Services Director As A Range III Management Employee (City Manager Foley)
c) **P35** *Introduction Of Ordinance 11-10 (d): Budget Modification For Fiscal Year 2012 (City Manager Foley)
d) **P47** AM 12-25: Establishing A Process For Interviewing The City Attorney Applicants (Mayor Klejka)
e) **P67** AM 12-26: Council's Confirming Mayor's Appointment Of Pat Jennings To The Public Safety And Transportation Commission (Mayor Klejka)
f) **P71** Council's Review Of The Privatizing Of The Recycling Center Request For Proposal (City Manager Foley)

Agenda posted on June 6, 2012, 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 June 26, 2012**)

g) **P83** Council's Review Of The Water And Sewer Cost Analysis Request For Proposal (City Manager Foley)
h) **P105** Overview And Possible Action/Direction To Administration Regarding The USDA Water And Sewer Projects To Include USDA Preplanning Grant, USDA Construction Grant, Water and Sewer Master Plan Update (Mayor Klejka)
i) **P129** Approval Of The City Manager's Evaluation Form And Establishing An Evaluation Date (Mayor Klejka)
j) Mayor Klejka's Appointment Of A Council Member To The Kuimarvik Board Of Directors (Mayor Klejka)
k) Upon A Satisfactory Annual Evaluation, The Council's Consideration Of An Annual Raise To The City Clerk Per Employment Contract (Mayor Klejka)

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

a) Matters, Unless The Person Has Requested To Have The Subjects Discussed In Public- Subjects That Tend To Prejudice The Reputation And Character Of A Person-City Clerk Annual Evaluation In Accordance To Section 6. Employee Evaluation, Of The Employment Contract (Mayor Klejka)

XV. ADJOURNMENT

Agenda posted on June 6, 2012, 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 June 26, 2012**)

Approval of the Minutes

City of Bethel City Council Meeting Minutes

May 22, 2012 Regular Meeting Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on May 22, 2012 at 6:30pm, at the City Council Chambers, Bethel, Alaska.

Vice-Mayor Peltola called the meeting to order.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT:
Council Member Kent Harding
Council Member Gene Jr. Peltola
Mayor Joseph Klejka (participated telephonically)
Council Member Mary Sattler (participated telephonically)
Council Member Rick Robb
Council Member Eric Whitney
Council Member Mark Springer

ABSENT: None

STAFF:
City Manager Lee Foley
Executive Assistant to the City Manager Danielle Tucci

IV. PEOPLE TO BE HEARD

John Wallace-
He spoke about the need to get the dust on the roads under control. Stated Ptarmigan and Kasayuli are in bad conditions.

Beverly Hoffman-
Praised the Council for their help and hard work with the Kuimarvik partnership. Supports John Wallace on the dust issues. Talked about clean up green up efforts.

Willy Keppel- Sat at AC and Swanson's to get names for petitions. There have been 172 signatures received to go to special election.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

MOVED:	Robb	Motion to approve the consent and regular agenda.
SECONDED:	Whitney	

MOVED:	Robb	Motion to amend the agenda, to move Item C under New Business, Establishing And Outlining A Plan For The Future Development Of The YK Regional Aquatic Health And Safety Center To Include Partnership Relationships And Bringing Awareness Of Resolution 10-21, Which Has Been Postponed Resolution 10-21, in front of Item B, under Unfinished Business.
SECONDED:	Whitney	
VOTE ON MOTION	All in favor	

VOTE ON MAIN MOTION	All in favor

VI. APPROVAL OF THE MEETING MINUTES

Item A- 4-24-2012 Special City Council Meeting.
Passed on the consent agenda.

Item B- 5-3-2012 Special City Council Meeting.
Passed on the consent agenda.

Item C- 5-8-2012 Regular City Council Meeting.
Passed on the consent agenda.

Item D- 5-9-2012 Special City Council Meeting.
Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

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

Item B- Finance Committee
Finance Director Bobby Sutton-
Next meeting will be held this Thursday.

Item C- Energy Committee
Council Member Whitney-
A Committee meeting has not been held since last City Council Meeting.

Item D- Port Commission
Pete- Nothing happened at the meeting.

Item E- Parks & Recreation Committee
Sattler-
A Committee meeting has not been held since the last City Council Meeting.

Item F- Planning Commission
Council Member Robb-
Talked to people and told them to call or email with their concerns. Action to accept the plat behind the hospital. Plat was approved on where to put the buildings and such.

Item G- Public Works Committee
Mayor Klejka-
Talked about quite a few things and a few are on tonight's agenda. Talked about a design build for the pool.

VIII. UNFINISHED BUSINESS

Item A- Public Hearing Of Budget Ordinance 12-06: An Ordinance Establishing A City Of Bethel Budget For Fiscal Year 2012-2013 Beginning July 1, 2012.

Vice-Mayor Peltola opened the public hearing.

Willy Keppel- We need to put more money into our savings. Money from pool needs to be used to build a road through the donut hole.

Vice-Mayor Peltola Closed the public hearing.

MOVED:	Robb	Motion to adopt Budget Ordinance 12-06.

SECONDED:	Harding	
VOTE ON MAIN MOTION	All in favor	

NEW BUSINESS

Item C- Establishing And Outlining A Plan For The Future Development Of The YK Regional Aquatic Health And Safety Center To Include Partnership Relationships And Bringing Awareness Of Resolution 10-21, Which Has Been Postponed.

MOVED:	Robb	Motion to suspend the rules to allow comments from community members.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	

Beverley Hoffman- Spoke in favor of the partnership.

MOVED:	Robb	Motion to direct the City Clerk to contact Kuimarvik to set up a Special Meeting with Kuimarvik, City Council and Administration at the earliest convenience.
SECONDED:	Whitney	
VOTE ON MAIN MOTION	All in favor	

UNFINISHED BUSINESS

Item B- Resolution 12-12: Supporting A Mercury Risk Assessment Study, Mercury Transportation Accountability, And Mercury Monitoring As Conditions To Permitting The Proposed Donlin Gold Mine (as amended by council on 5-8-2012).

MOVED:	Springer	A motion to adopt Resolution 12-12 was made at the May 8th Regular City Council Meeting, by Whitney and seconded by Springer.
SECONDED:	Sattler	

MOVED:	Whitney	Motion to postpone 12-12 until next regular meeting.
SECONDED:	Harding	
VOTE ON MAIN MOTION	5-1 Motion passes, Robb opposed	

IX. NEW BUSINESS

Item A- AM 12-22: Adding A City Representative To The Kumarvic Board Of Directors.

MOVED:	Robb	Motion to adopt AM 12-22.
SECONDED:	Whitney	

MOVED:	Robb	Motion to amend AM 12-22, to insert a council representative to the board of directors.
SECONDED:	Whitney	

MOVED:	Klejka	Motion to amend 12-22 to "request" a council member and city representative to join the group.
SECONDED:	Robb	

MOVED:	Robb	Motion to amend, to authorize administration and a council representative as the official designee to Kuimarvik.
SECONDED:	Whitney	
VOTE ON MOTION	3-4 Motion fails, Harding, Peltola, Klejka and Springer opposed	

VOTE ON MOTION	5-2 Motion passes, Harding and Springer opposed

VOTE ON MOTION	5-2 Motion passes, Harding and Springer opposed	

MOVED:	Springer	Motion to take a five minutes break.
SECONDED:	Whitney	

VOTE ON MOTION	All in favor
VOTE ON MAIN MOTION	5-2 Motion passes, Harding and Springer opposed

Item B- AM 12-23: Directing The Administration To Move Forward With The 100% Design of The YK Regional Aquatic Health And Safety Center.

MOVED:	Robb	Motion to postpone AM 12-23, until after the Council meets with Kuimarvik.
SECONDED:	Springer	
VOTE ON MAIN MOTION	All in favor	

Item C, moved to follow Item A, under Unfinished Business.

Item D- Directing Administration To Reissue The Request For Proposal For The Recycling Center.

MOVED:	Robb	Motion to direct administration to reissue the RFP for the Recycling Center and amend it to make it more user friendly.
SECONDED:	Klejka	
VOTE ON MAIN MOTION	All in favor	

Item E- Directing Administration To Provide The Cost Analysis Request For Proposal On To The Public For Review And Comment Via The City's Website/ General Discussion Surrounding the Release Of The Proposal And Council's Requests.

MOVED:	Klejka	Motion to direct the City Manager to provide the Cost Analysis Request for Proposal to the public for review and comment.
SECONDED:	Harding	
VOTE ON MAIN MOTION	All in favor	

Item F- A Plan For Implementation Of Enforcement Of Ordinance 09:12: Banning The Use Of Plastic Bags And Polystyrene Containers.

MOVED:	Klejka	Motion to direct the City Manager to Enforce Ordinance 9:12, regarding the banning of plastic bags, within 60 days to include fines and to provide a notice to the business via letter.
SECONDED:	Sattler	
VOTE ON MAIN MOTION	6-1 Motion passes, Robb opposed	

XII. MAYOR'S REPORT

Mayor Klejka departed the meeting at 8:19pm.

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Sattler- Thankful for clean up green up. Thank all organizations around town who are making an effort to clean up. Happy summer time.

Council Member Robb- The city attorney and getting applicants is really good. We should set up a process to start interviewing. It's the council's responsibility to hire an attorney. Any help the admin gives is will be needed. Animal control is a big deal; I like to idea of people volunteering. Congratulate the 49 BRHS graduates. Memorial Day is coming up. Summer is starting so safe boating. The BATH is a really good thing for our community.

Council Member Springer- Dust control-slow down a little bit so it won't kick up to much. Slow down. Everyone is looking forward to coming to Bethel for the summer meeting.

Council Member Whitney – I determine which side to ride my bike by the way the wind is blowing. The dust affects visibility. The river is open wear your life jackets.

Council Member Harding- Schools are about to end. Lots of children are out playing. Caution people to drive safely

Vice-Mayor Peltola-Thank all the organizations helping with clean up green up. Thank people who came forward for people to be heard. Congratulate the BRHS graduates. Everyone be safe and wear a life jacket.

MOVED:	Robb	Motion to adjourn.
SECONDED:	Harding	
VOTE ON MAIN MOTION	All in favor	

XVI. ADJOURNMENT

Council adjourned at 8:35PM

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Danielle Tucci, E.A. to the City Manager

Reports of Standing Committees

City of Bethel

P.O. Box 1388 • Bethel, Alaska 99559-1388
907-543-2047
Fax # 543-4171
Website: www.cityofbethel.org

REGULAR MEETING AGENDA
ENERGY COMMITTEE
Monday, June 4, 2012 – 6:30 p.m.
City Hall Council Chambers, Bethel, AK

Members

Leif Albertson
Chair

Mary Weiss
Vice Chair

Greg McIntyre

Eric Whitney

Shari Neth

Alternate Members

Ex-Officio Member

Danielle Tucci

I. Call to Order

II. Roll Call

III. People to be Heard

IV. Approval of Agenda
- -Agenda May 7, 2012
- -Agenda June 4, 2012

V. Approval of Meeting Minutes
- *-Regular Meeting March 5, 2012*
- *-Regular Meeting April 2, 2012*
- *-Regular Meeting May 7,2012*

VI. Old Business
- **A.** Nuvista Regional Energy Committee update. (Greg McIntyre)
- **B.** Recycling Center Update. (Eric Whitney)

VII. New Business
- **A.** Matrix of potential Energy projects. (Eric Whitney)
- **B.** Energy Projects tracking sheet, introduction of a working document designed to track various energy projects and ideas that may affect the city of bethel. (Eric Whitney)
- **C.** Establishing information/language to include in a recommendation to the City Council, supporting the reissuance of the Recycling Center RFP. (Leif Albertson)
- **D.** Establishing information/language to include in a recommendation to the City Council, regarding the council's decision to look at an Electricity Cooperative in Bethel.

IX. Committee Member's Comments

X. Adjournment

Danielle M. Tucci
Agenda Posted 05/25/2012 at USPS, AC, Swanson's, and City Hall

City of Bethel
Finance Committee Agenda

Special Meeting

Monday June 4, 2012 – 6:45 p.m.

City Hall, Finance Directors Office, Bethel, Alaska

Carol Ann Willard
Finance Committee Chair

Clark Davis
Finance Committee Vice Chair

Gene Peltola Jr
Council Representative

Kevin Kristof
Finance Committee Member

Sadie McDaniel
Finance Committee Member

Dave Trantham, Jr.
Finance Committee Member

Ann Willert
Finance Committee Member

Lee Foley
City Manager
543-1373
lfoley@cityofbethel.net

Bobby Sutton
Finance Director
543-1376
bsutton@cityofbethel.net

LaRae Sullivan
Assistant Finance Director
543-1375
lsullivan@cityofbethel.net

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – Five minutes per person

IV. NEW BUSINESS-

A: Review of Proposed Resolution; Directing Administration to issue a request for a proposal to conduct a cost of service survey on water usage and rates and to establish a flat rate for residential piped water until the cost of service survey is finalized- Requested by City Council

B: Review of the first draft of the Request For Proposal; for the cost analysis of the City of Bethel's water and sewer utilities. - Requested by City Council

V. ADJOURNMENT

Posted on May 31, 2012 at City Office, AC Co., Swanson's & Post Office

Sharri Salyers, Recorder

City of Bethel
Port Commission Meeting Agenda

Regularly Scheduled Meeting
June 18, 2012 - 7 pm
City Council Chambers, City Hall, Bethel, AK

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

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

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

Richard Pope
Port Commissioner
Term Expires 2013
(907)543-1200
bethelalaskapc@gci.net

John Dickens
Port Commissioner
Term Expires 2014
(907)545-5834
mightyjades@gmail.com

Pat Jennings
Port Commissioner
Term Expires
(907)543-3838

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

i. **CALL TO ORDER**

ii. **ROLL CALL**

iii. **PEOPLE TO BE HEARD**

iv. **APPROVAL OF AGENDA**

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

vi. **DEPARTMENT HEAD COMMENTS**

vii. **UNFINISHED BUSINESS**
14.03.010 Composition, Term of office and procedures.

viii. **NEW BUSINESS**

ix. **COMMISSION MEMBER'S COMMENTS**

x. **ADJOURNMENT**

DRAFT

Unfinished Business

Introduced by: Council Member Whitney
Date: May 8, 2012
May 22, 2012
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 12-12

(Amended 5-8-2012)

A RESOLUTION BY THE BETHEL CITY COUNCIL SUPPORTING A MERCURY RISK ASSESSMENT STUDY, MERCURY TRANSPORTATION ACCOUNTABILITY, AND MERCURY MONITORING AS CONDITIONS TO PERMITTING THE PROPOSED DONLIN GOLD MINE

WHEREAS, the type of geology found in the area of the Kuskokwim contains high concentrations of mercury ~~and arsenic~~ and has been referred to as the "mercury belt";

~~**WHEREAS,** recent studies conducted by the BLM on methyl mercury, as part of the Red Devil Mine Remedial Investigation process, have shown elevated mercury levels in streams where mining has occurred in the Kuskokwim drainage;~~

WHEREAS, the people of the Kuskokwim river watershed have traditionally enjoyed subsistence lifestyles which include consuming pike, burbot and predatory fish;

WHEREAS, there is currently a fish consumption advisory in effect along the middle Kuskokwim river because of methyl mercury content of some fish species;

~~**WHEREAS,** the proposed Donlin Gold Mine may process between 20 and 40 tons of mercury per year in the mill, which is unprecedented in Alaska;~~

~~**WHEREAS,** the current Alaska large mine permitting system may not require a mercury risk assessment study, mass balance analysis, air and water monitoring, or shipping manifests for transporting mercury;~~

WHEREAS, a risk assessment study performed by an independent contractor would benefit everyone living and fishing along the Kuskokwim River, as it would help ensure that future mines along the Kuskowim River are built to prevent mercury contamination;

Introduced by: Council Member Whitney
Date: May 8, 2012
May 22, 2012
Action:
Vote:

WHEREAS, unknown amounts of mercury will be captured and exported off-site, and publicly available shipping manifests would provide accountability during transportation;

WHEREAS, air, water, and fish tissue monitoring during and after the life of the mine would provide timely mercury exposure levels and allow for immediate correction and mitigation should mercury contamination problems arise;

NOW, THEREFORE, BE IT RESOLVED that in order to protect the health of the people of the Kuskokwim river and their natural resources used for subsistence, the Bethel City Council urges the State of Alaska to require in permitting that Donlin LLC conduct a mercury risk assessment study, mandate that mercury trans port manifests be publicly available, and that ongoing air, water, and fish tissue monitoring be conducted throughout the lifecycle of the mine to identify unforeseen mercury contamination of the Kuskokwim River Watershed.

ENACTED MAY 22, 2012 BY A VOTE OF 0 IN FAVOR AND 0 OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Resolution # 12-12 PROPOSED AMENDMENDED LANGUAGE

A RESOLUTION BY THE BETHEL CITY COUNCIL SUPPORTING A MERCURY RISK ASSESSMENT STUDY, MERCURY TRANSPORTATION ACCOUNTABILITY, AND MERCURY MONITORING AS CONDITIONS TO PERMITTING THE PROPOSED DONLIN GOLD MINE

WHEREAS, Donlin Gold LLC has provided much needed local employment and will provide our area with significant economic benefits for many years;

WHEREAS, Donlin Gold has indicated that they will operate this gold mining project in a safe and environmentally responsible manner and we support them in this endeavor;

WHEREAS, the type of geology found in the area of the Kuskokwim contains high concentrations of mercury and has been referred to as the "mercury belt";

WHEREAS, the people of the Kuskokwim have traditionally enjoyed subsistence lifestyles which include consuming pike, burbot and predatory fish;

WHEREAS, there is currently a fish consumption advisory in effect along the middle Kuskokwim River because of the methyl-mercury content of some fish species;

WHEREAS, large mines processing ore with high levels of mercury are capable of releasing mercury into the air and surrounding water;

WHEREAS, the proposed Donlin Gold Mine would be the largest mine in Alaska, and mercury management and mitigation at large gold mines is not well understood, and further study would help to ensure public safety and the protection of subsistence resources;

WHEREAS, neither the Alaska or Federal hardrock mine permitting systems address mercury emissions from off-gassing from tailings and waste rock;

WHEREAS, neither the Alaska or Federal hardrock mine permitting systems mandate a mass-balance analysis of mercury throughput and subsequent accountability for potential exposure pathways;

WHEREAS, neither the Alaska or Federal hardrock mine permitting systems thoroughly examine the risks of embodied mercury within tailings;

WHEREAS, many tons of mercury will be required to be captured and exported offsite, and publicly available shipping manifests would provide accountability during transportation to ensure all captured mercury arrives there safely and is accounted for;

WHEREAS, air, water, and fish tissue monitoring during and after the life of the mine would provide timely mercury exposure levels and allow for immediate correction and mitigation should mercury contamination problems arise;

NOW, THEREFORE, BE IT RESOLVED that in order to protect the health of the people of the Kuskokwim River and their natural resources used for subsistence, the Bethel City Council urges the State of Alaska, the Federal government and Donlin Gold LLC to examine all potential mercury exposure pathways independent of the permitting system, mandate that mercury export manifests be publicly available, and that baseline and ongoing air, water, and fish tissue monitoring be conducted to identify unforeseen mercury contamination of the Kuskokwim River Watershed.

ENACTED THIS 12 DAY OF JUNE, 2012 BY A VOTE OF 0 IN FAVOR AND 0 OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Addendum to Resolution 12-12

Definition of Mass Balance Analysis- the accounting of material, in this case material containing Mercury that's entering and leaving the mining process. The monitoring and accounting of all mercury in and throughout the mining process. Mass entering and leaving any portion of a process plant must balance and be accounted for. Definition from Wikipedia:

> This technique should be required for the thorough design and analysis of the mining plan so mercury can be documented and tracked.

Information provided from NovaGold indicates that the mine will process 59,000 tons of rock each day. They have indicated that there are 1-2 milligrams of mercury in every kilogram of rock. Based on this, 20-40 tons of mercury will go through the processing plant every year. The mine life is estimated to be 27 years and at 20-40 tons of mercury per year that's 540-1080 tons of mercury for the proposed life of the mine;
that's possibly 2,160,000 lbsof mercury. Information from NovaGold, March 28, 2012 Special meeting of security holders.

City of Bethel Action Memorandum

Action memorandum No.	12-23		
Date action introduced:	May 22, 2012	Introduced by:	City Manager
Date action taken:		▒ Approved	▒ Denied
Confirmed by:			

SUBJECT/ACTION: Directing Administration to advance to 100% Completion of the Design Phase of the YK Regional Aquatic Health and Safety Center Previously Known as the BATH Center.

Route to:	Department/Individual:	Initials:	Remarks:
	Finance Director		
	Parks and Recreation Director		
	Public Works Director		

Attachment(s):

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

The current Kumarvik Board is in favor of moving forward with completion of the design phase of the BATHC from 65% to 100%. If Council concurs, and so directs, the Administration will contact Architects Alaska and have the design phase completed using current BATHC funds on hand.

New Business

Introduced by: Council Member Rick Robb
Date: June 12, 2012
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 12-13

A RESOLUTION DESIGNATING REPRESENTATIVES FROM CITY ADMINISTRATION AND CITY COUNCIL TO SIT ON THE KUIMARVIK-A PLACE TO SWIM INC.'S BOARD OF DIRECTORS

WHEREAS, Kuimarvik- A Place to Swim Inc. is established to fund-raise and assist in the development of an aquatic and fitness center in Bethel, Alaska;

WHEREAS, Kuimarvik- A Place to Swim Inc. is currently made up of Directors of the board, consisting of the CIO/President of the Yukon Kuskokwim Health Corporation, Director of the University of Alaska Fairbanks, Kuskokwim Campus, Executive Director of Yuut Elinaurviat-People's Learning Center, Superintendent of Lower Kuskokwim School District, Executive Director of ONC, President of Association of Village Council Presidents, Inc., President of the Association of Village Council Presidents, Alaska Village Council Presidence -Regional Housing Authority, Captain of the Alaska National Guard, Bethel, Superintendent of the Iditarod School District, and CEO of Calista Corporation;

WHEREAS, the City of Bethel and its 12 partners in Kuimarvik-A Place to Swim, embarked on a significant initiative to establish a regionally serving Yukon Regional Aquatic Health and Safety Center;

WHEREAS, Kuimarvik is in support of both an administrative representative and a council representatives sitting on the Board;

WHEREAS, by including members of the City in both the administrative role and a governing role, the City will be able to maintain stability on the board and be in strong position to report to and from the grantor and City Council;

WHEREAS, the City is excited about the partnership with Kuimarvik and their willingness to provide support, time, and in-kind appropriations to the project;

WHEREAS, partnerships in Bethel, have proven to be a productive way to accomplish large local and regional projects;

Introduced by: Council Member Rick Robb
Date: June 12, 2012
Action:
Vote:

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council is designating the City Manager or his or her designee and a council member as representatives from the City of Bethel to serve on the Board of Directors for Kuimarvik-A Place to Swim Inc.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: City Manager Foley
Introduction Date: June 12, 2012
Public hearing date:
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #12-06

AN ORDINANCE BY THE BETHEL CITY COUNCIL MODIFYING THE EMPLOYEE CLASSIFICATION PLAN TO INCLUDE THE INFORMATION TECHNOLOGY SERVICES DIRECTOR AS A RANGE III MANAGEMENT EMPLOYEE

WHEREAS, the Bethel Municipal Code establishes Management Employees positions and their appropriate pay ranges based on their duties and responsibilities;

WHEREAS, the Information Technology Services Coordinator position performs management level duties as a supervisor of subordinate staff;

WHEREAS, the Information Technology Services Coordinator serves as a confidential employee due to the nature and duties of the position;

WHEREAS, it is deemed in the best interest of the City of Bethel to reclassify the Information Technology Services Coordinator to the Information Technology Services Director with the full responsibilities of a department head;

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

Section 1. Classification. This ordinance is permanent and general in nature and shall be placed in the Bethel Municipal Code.

SECTION 2. Modification To Bethel Municipal Code Chapter 3.12.070.
This ordinance shall become a modification to section 3.12.070 of the Bethel Municipal Code:

Management Employees

Range	Position
Contract	City manager City clerk Parks and recreation director (per agreement with UAF) Staff Attorney
IV	None

III	Finance director Fire chief Police chief Port director Public works director City planner Human resources manager Information technology services director
II	Assistant finance director
I	Executive assistant to city manager

Section 3. Effective Date. This ordinance shall become effective on July 1, 2012.

ENACTED THIS _ DAY OF JUNE 2012 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

_____
Joseph Klejka, Mayor

ATTEST:

_____
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: Bobby Sutton, Finance Director

Date: June 5, 2012

Re: Justifications for Budget Modification Request

Listed below is an explanation for the budget modification requested in Ordinance #11-10(d).

The enclosed Ordinance 11-10(c), if passed will authorize a modification of the FY 2012 Budget for the City of Bethel. This modification will have no impact upon the fund balances of any City fund since it is covered by either increased revenues or decreases in other expenditure line items. Most of the changes included in the budget modification are housekeeping items where departments remain within budget department-wide but have certain line items that have variances from expected budget.

Most of the modifications are due to excess energy costs experienced due to the harsh winter. Also, some personnel line items need to be modified as is often the case near the end of a fiscal year and some other miscellaneous items as described in the budget modification but the end result represents a net effect of zero change to the City's overall budget.

One other major inclusion in the budget modification is a transfer to the Water/Sewer Capital Project Fund for $146,939. This transfer is needed due to expenditures that were not reimbursed by USDA/RD for the project. The majority of these expenditures were incurred from February 2009 through August 2009. Expenditures from this period were charged to the project even though the grant funding had not been finalized by at that time. While not working for the City when the expenditures occurred, I did negotiate with USDA and attempted to persuade them to fund these expenditures since they were necessary to the project. Unfortunately, USDA did not concur with extending funding for these costs.

I look forward to addressing any questions or concerns you may have about this budget modification. Thank you.

Introduced by: City Manager Foley
Introduction Date: June 12, 2012
Public Hearing:

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #11-10(d) PROPOSED

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2012 Budget

Be it Enacted by the Bethel City Council that the FY2012 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 2012, July 1, 2011 to June 30, 2012.

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

GENERAL FUND REVENUES

Budget Modification 12-4(A)
Changes to General Fund Revenues

	Increases	
1040400	Transient Lodging Tax	40,000
1040401	Sales Tax	103,100
1040405	Fish Tax	3,203
1042414	Community Dividend	2,855
1043422	Ambulance Revenue	30,000
1043424	Police Department PC Fees	560
1045437	BYC 4-H Projects	670
1045451	Taxi Cab Permits	1,820
1045456	Site Reviews	46,400
1049487	Investment Income	10,000
	Total Increases	**238,608**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Revenues**	**238,608**

GENERAL FUND APPROPRIATIONS

Budget Modification 12-4(B)
Changes to Administration Department line items

	Increases	
1051508	Leave Cashout	20,000
1051511	Medicare FICA	1,000
1051513	Life Insurance Premium Benefit	700
1051515	Unemployment	7,200
1051523	Prior Year IRS Penalty	194
1051545	Training/Travel	7,700
1051621	Electricity	9,500
1051669	Other Purchased Services	7,000
	Total Increases	**53,294**
	Decreases	
1051501	Salaries	
1051507	Longevity Bonus	(750)
1051516	Workmen's Comp	(545)
1051668	Hardware/Software Support	(822)
1051721	Insurance	(1,431)
	Total Decreases	**(3,548)**
TOTAL	**Net Change to General Fund Appropriations**	**49,746**

Budget Modification 12-4 (C)

Changes to City Clerk Department line items

	Increases	
1052519	Utility Benefit	2,500
1052523	Prior Year IRS Penalty	76
1052541	Travel/Training Council	1,500
1052545	Travel/Training City Clerk	2,500
1052669	Other Purchased Services	1,500
1052682	Election Expenses	826
	Total Increases	**8,902**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Appropriations**	**8,902**

Budget Modification 12-4(D)

Changes to Finance Department line items

	Increases	
1053515	Unemployment	10,000
1053523	Prior Year IRS Penalty	338
1053641	Auditing Expense	7,500
	Total Increases	**17,838**
	Decreases	
1053507	Longevity Bonus	(750)
1053508	Leave Cashout	(17,088)
	Total Decreases	**(17,838)**
TOTAL	**Net Change to General Fund Appropriations**	**0**

Budget Modification 12-4(E)

Changes to Planning Department line items

	Increases	
1054508	Leave Cashout	5,500
1054523	Prior Year IRS Penalty	107
	Total Increases	**5,607**
	Decreases	
1054501	Salaries	(7,000)
	Total Decreases	**(7,000)**
TOTAL	**Net Change to General Fund Appropriations**	**(1,393)**

Budget Modification 12-4(F)

Changes to Fire Department line items

	Increases	
1060506	Call Back Overtime	28,000
1060510	Social Security	2,000
1060523	Prior Year IRS Penalty	445
	Total Increases	**30,445**
	Decreases	
1060501	Salaries	(30,445)
	Total Decreases	**(30,445)**
TOTAL	**Net Change to General Fund Appropriations**	**0**

Budget Modification 12-4(G)

Changes to Police Department line items

	Increases	
1061502	Overtime	12,000
1061510	Social Security	1,500
1061511	Medicare	3,500
1061519	Utility Benefit	37,856
1061523	Prior Year IRS Penalty	1,203

1061621	Electricity	7,500
1061722	Insurance-Deductible Expense	10,000
	Total Increases	**73,559**
	Decreases	
1061507	Longevity Bonus	(3,250)
1061508	Leave Cashout	(30,000)
1061512	Group Health Insurance	(2,727)
1061515	Unemployment	(8,000)
1061516	Workers Comp	(12,000)
1061721	Insurance	(17,521)
	Total Decreases	**(73,498)**
TOTAL	**Net Change to General Fund Appropriations**	**61**

Budget Modification 12-4(H)

Changes to Public Works Administration Department line items

	Increases	
1065508	Leave Cashout	8,500
1065519	Utility Benefit	2,000
1065523	Prior Year IRS Penalty	67
1065623	Heating Fuel	5,000
	Total Increases	**15,567**
	Decreases	
1065515	Unemployment	(500)
1065602	Gasoline/Diesel/Oil	(1,200)
1065721	Insurance	(1,146)
	Total Decreases	**(2,846)**
TOTAL	**Net Change to General Fund Appropriations**	**12,721**

Budget Modification 12-4(I)

Changes to Streets and Roads Department line items

	Increases	
1066510	Social Security	1,000
1066519	Utility Benefit	3,000
1066523	Prior Year IRS Penalty	413
1066623	Heating Fuel	5,000
	Total Increases	**9,413**
	Decreases	
1066502	Overtime	(7,500)
1066507	Longevity Bonus	(3,000)
1066508	Leave Cashout	(7,500)
1066518	PERS	(7,000)
1066721	Insurance	(4,994)
	Total Decreases	**(29,994)**
TOTAL	**Net Change to General Fund Appropriations**	**(20,581)**

Budget Modification 12-4(J)

Changes to Property Maintenance Department line items

	Increases	
1070502	Overtime	22,000
1070510	Social Security	200
1070511	Medicare	700
1070515	Unemployment	6,500
1070518	PERS	7,000
1070523	Prior Year IRS Penalty	198
1070623	Heating Fuel	10,000
	Total Increases	**46,598**
	Decreases	
1070507	Longevity Bonus	(2,000)
1070512	Employee Group Benefits	(13,000)
1070519	Utility Benefit	(3,000)
1070721	Insurance	(1,576)

	Total Decreases	**(19,576)**
TOTAL	**Net Change to General Fund Appropriations**	**27,022**

Budget Modification 12-4(K)

Changes to Parks and Recreation Department line items

	Increases	
1071510	Social Security	7,000
1071515	Unemployment	10,000
1071523	Prior Year IRS Penalty	232
1071680	Youth Center Theft and Vandalism	22,165
	Total Increases	**39,397**
	Decreases	
1071507	Longevity Bonus	(750)
1071508	Leave Cashout	(15,000)
1071518	PERS	(10,647)
1071521	4H/UAF Agreement	(13,000)
	Total Decreases	**(39,397)**
TOTAL	**Net Change to General Fund Appropriations**	**0**

Budget Modification 12-4(L)

Changes to Community Service line items

	Increases	
1072626	Senior Center - W/S/G	7,500
	Total Increases	**7,500**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Appropriations**	**7,500**

Budget Modification 12-4(M)

Changes to In-Kind and Transfers Line Items

	Increases	
1073622	Cash Transfer - I.T. Services Fund	7,691
1073660	Cash Transfer - Water and Sewer Capital Project Fund	146,939
	Total Increases	**154,630**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to General Fund Appropriations**	**154,630**

	TOTAL CHANGE TO GENERAL FUND REVENUES	
	Total Increases	238,608
	Total Decreases	0
	Cumulative Change to General Fund Revenues	**238,608**

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS	
	Total Increases	462,750
	Total Decreases	(224,142)
	Cumulative Change to General Fund Revenues	**238,608**

	TOTAL CHANGE TO GF FUND BALANCE	
	Change to General Fund Revenues	238,608
	Change to General Fund Appropriations	238,608
	Cumulative Increase/Decrease to GF Fund Balance	**0**

SOLID WASTE ENTERPRISE FUND APPROPRIATIONS

Budget Modification 12-4(N)
Changes to Hauled Refuse Department line items

	Increases	
5070523	Prior Year IRS Penalty	70
5070683	Minor Equipment	32,169
	Total Increases	**32,239**
	Decreases	
5070602	Gasoline/Diesel/Oil	(32,239)
	Total Decreases	**(32,239)**
TOTAL	**Net Change to Solid Waste Fund Appropriations**	**0**

Budget Modification 12-4(O)
Changes to Landfill Operations Department line items

	Increases	
5071502	Overtime	7,500
5071523	Prior Year IRS Penalty	117
	Total Increases	**7,617**
	Decreases	
5071508	Leave Cashout	(7,617)
	Total Decreases	**(7,617)**
TOTAL	**Net Change to Solid Waste Fund Appropriations**	**0**

	TOTAL CHANGE TO SOLID WASTE FUND BALANCE	
	Change to Solid Waste Fund Revenues	0
	Change to Solid Waste Fund Appropriations	0
	Cumulative Increase/Decrease to Solid Waste Fund Balance	**0**

WATER & SEWER ENTERPRISE FUND APPROPRIATIONS

Budget Modification 12-4(P)
Changes to Water and Sewer Enterprise Fund Revenue line items

	Increases	
5142410	Trucked Water	25,000
5142412	Metered Piped Water Commercial	25,000
5143416	Contract Sewer	4,234
5145434	Utility Penalty/Interest	6,750
5145435	Reconnect Fees	2,700
5149495	Miscellaneous Revenue	65,000
	Total Increases	**128,684**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to Water & Sewer Fund Revenues**	**128,684**

Budget Modification 12-4(Q)
Changes to Utility Billing Department line items

	Increases	
5180508	Leave Cashout	500
5180523	Prior Year IRS Penalty	89
	Total Increases	**589**
	Decreases	
5180519	Utility Benefit	(589)
	Total Decreases	**(589)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**0**

Budget Modification 12-4(R)
Changes to Hauled Water Department line items

	Increases	

5181502	Overtime	12,000
5181523	Prior Year IRS Penalty	508
5181602	Gasoline/Diesel/Oil	15,000
5181623	Heating Fuel	15,000
5181722	Insurance Deductible Expense	3,250
	Total Increases	**45,758**
	Decreases	
5181501	Salaries	(2,000)
5181507	Longevity Bonus	(1,000)
5181508	Leave Cashout	(23,000)
5181512	Employee Group Benefits	(7,500)
5181516	Workers Comp	(4,500)
5181519	Utility Benefit	(3,000)
5181621	Electricity	(3,000)
5181721	Insurance	(4,758)
	Total Decreases	**(48,758)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**(3,000)**

Budget Modification 12-4(S)

Changes to Piped Water Department line items

	Increases	
5182501	Salaries	10,000
5182502	Overtime	32,500
5182511	Medicare	1,500
5182518	PERS	10,000
5182523	Prior Year IRS Penalty	138
	Total Increases	**54,138**
	Decreases	
5182507	Longevity Bonus	(875)
5182516	Workers Comp	(1,731)
5182519	Utility Benefit	(4,000)
5182602	Gasoline/Diesel/Oil	(10,000)
5182623	Heating Fuel	(2,500)
5182721	Insurance	(1,445)
	Total Decreases	**(20,551)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**33,587**

Budget Modification 12-4(T)

Changes to Bethel Heights Water Treatment Department line items

	Increases	
5183502	Overtime	20,000
5183508	Leave Cashout	24,000
5183519	Utility Benefit	4,500
5183523	Prior Year IRS Penalty	121
5183621	Electricity	65,000
	Total Increases	**113,621**
	Decreases	
5183501	Salaries	(7,320)
5183507	Longevity Bonus	(1,375)
5183515	Unemployment	(1,108)
5183516	Workers Comp	(1,040)
5183623	Heating Fuel	(28,500)
	Total Decreases	**(39,343)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**74,278**

Budget Modification 12-4(U)

Changes to City Sub Water Treatment Department line items

	Increases	
5184502	Overtime	15,000
5184508	Leave Cashout	7,800

5184523	Prior Year IRS Penalty	121
5184621	Electricity	27,500
	Total Increases	**50,421**
	Decreases	
5184501	Salaries	(10,000)
5184507	Longevity Bonus	(1,375)
5184511	Medicare	(1,000)
5184515	Unemployment	(750)
5184516	Workers Comp	(1,060)
5184519	Utility Benefit	(750)
5184623	Heating Fuel	(49,000)
5184721	Insurance	(1,336)
	Total Decreases	**(65,271)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**(14,850)**

Budget Modification 12-4(V)

Changes to Hauled Sewer Department line items

	Increases	
5185502	Overtime	25,000
5185510	Social Security	1,000
5185523	Prior Year IRS Penalty	499
5185623	Heating Fuel	15,000
	Total Increases	**41,499**
	Decreases	
5185501	Salaries	(10,000)
5185507	Longevity Bonus	(4,250)
5185508	Leave Cashout	(20,000)
5185515	Unemployment	(2,500)
5185519	Utility Benefit	(8,000)
5185602	Gasoline/Diesel/Oil	(70,000)
5185721	Insurance	(4,715)
5185722	Insurance Deductible Expense	(3,250)
	Total Decreases	**(122,715)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**(81,216)**

Budget Modification 12-4(W)

Changes to Piped Sewer Department line items

	Increases	
5186502	Overtime	32,500
5186508	Leave Cashout	1,000
5186510	Social Security	100
5186511	Medicare	500
5186523	Prior Year IRS Penalty	139
5186621	Electricity	55,000
5186683	Minor Equipment	35,000
	Total Increases	**124,239**
	Decreases	
5186501	Salaries	(10,000)
5186507	Longevity Bonus	(875)
5186512	Employee Group Benefits	(5,000)
5186515	Unemployment	(1,000)
5186516	Workers Comp	(1,463)
5186519	Utility Benefit	(3,500)
5186721	Insurance	(1,208)
	Total Decreases	**(23,046)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**101,193**

Budget Modification 12-4(X)

Changes to Sewer Lagoon Department line items

	Increases	
5187502	Overtime	11,500

5187650	PERS	12,000
5187523	Prior Year IRS Penalty	42
	Total Increases	**23,542**
	Decreases	
5187501	Salaries	(3,000)
5187507	Longevity Bonus	(250)
5187515	Unemployment	(300)
5187516	Workers Comp	(500)
5187519	Utility Benefit	(800)
	Total Decreases	**(4,850)**
TOTAL	**Net Change to Water & Sewer Fund Appropriations**	**18,692**

	TOTAL CHANGE TO WATER & SEWER FUND REVENUES	
	Total Increases	128,684
	Total Decreases	0
	Cumulative Change to Water & Sewer Fund Revenues	**128,684**

	TOTAL CHANGE TO WATER & SEWER FUND APPROPRIATIONS	
	Total Increases	453,807
	Total Decreases	(325,123)
	Cumulative Change to Water & Sewer Fund Appropriations	**128,684**

	TOTAL CHANGE TO WATER & SEWER FUND BALANCE	
	Change to Water & Sewer Fund Revenues	128,684
	Change to Water & Sewer Fund Appropriations	128,684
	Cumulative Increase/Decrease to Water & Sewer Fund Balance	**0**

MUNICIPAL DOCK ENTERPRISE FUND APPROPRIATIONS

Budget Modification 12-4(Y)

Changes to Municipal Dock Department line items

	Increases	
5250508	Leave Cashout	2,100
5250515	Unemployment	4,000
5250623	Prior Year IRS Penalty	203
5250661	Vehicle Maintenance/Repair	19,000
	Total Increases	**25,303**
	Decreases	
5250501	Salaries	(9,135)
5250512	Employee Group Benefits	(1,500)
5250516	Workers Comp	(5,248)
5250721	Insurance	(4,420)
5250722	Insurance Deductible Expense	(5,000)
	Total Decreases	**(25,303)**
TOTAL	**Net Change to Municipal Dock Fund Appropriations**	**0**

	TOTAL CHANGE TO MUNICIPAL DOCK FUND APPROPRIATIONS	
	Total Increases	25,303
	Total Decreases	(25,303)
	Cumulative Change to Municipal Dock Fund Appropriations	**0**

	TOTAL CHANGE TO MUNICIPAL DOCK FUND BALANCE	
	Change to Municipal Dock Fund Revenues	0
	Change to Municipal Dock Fund Appropriations	0
	Cumulative Increase/Decrease to Municipal Dock Fund Balance	**0**

LEASED PROPERTIES ENTERPRISE FUND REVENUES

Budget Modification 12-4(Z)
Changes to Leased Properties Fund Revenues line items

	Increases	
5344445	State of Alaska - ACS Electricity Reimbursement	50,000
	Total Increases	**50,000**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to Leased Properties Fund Revenues**	**50,000**

LEASED PROPERTIES ENTERPRISE FUND APPROPRIATIONS

Budget Modification 12-4(AA)
Changes to Leased Properties Fund - Court Complex line items

	Increases	
5355621	Electricity	50,000
	Total Increases	**50,000**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to IT Services Fund Appropriations**	**50,000**

	TOTAL CHANGE TO LEASED PROPERTIES FUND REVENUES	
	Total Increases	50,000
	Total Decreases	0
	Cumulative Change to Leased Properties Fund Revenues	**50,000**

	TOTAL CHANGE TO LEASED PROPERTIES FUND APPROPRIATIONS	
	Total Increases	50,000
	Total Decreases	0
	Cumulative Change to Leased Properties Fund Appropriations	**50,000**

	TOTAL CHANGE TO LEASED PROPERTIES FUND BALANCE	
	Change to Leased Properties Revenues	50,000
	Change to Leased Properties Appropriations	50,000
	Cumulative Increase/Decrease to Leased Properties Fund Balance	**0**

EMPLOYEE GROUP BENEFITS INTERNAL SERVICE FUND APPROPRIATIONS

Budget Modification 12-4(AB)
Changes to Employee Group Benefits line items

	Increases	
5450723	Premium Life AD&D LTD	35,000
	Total Increases	**35,000**
	Decreases	
5450646	Claims Paid	(35,000)
	Total Decreases	**(35,000)**
TOTAL	**Net Change to Employee Group Benefits Appropriations**	**0**

	TOTAL CHANGE TO EMPLOYEE GROUP BENEFITS FUND REVENUES	
	Total Increases	0
	Total Decreases	0
	Cumulative Change to Employee Group Benefits Fund Revenues	**0**

	TOTAL CHANGE TO EMPLOYEE GROUP BENEFITS FUND APPROPRIATIONS	
	Total Increases	35,000

	Total Decreases	(35,000)
	Cumulative Change to Employee Group Benefits Fund Appropriations	**0**

	TOTAL CHANGE TO EMPLOYEE GROUP BENEFITS FUND BALANCE	
	Change to Employee Group Benefits Fund Revenues	0
	Change to Employee Group Benefits Fund Appropriations	0
	Cumulative Increase/Decrease to Employee Group Benefits Fund Balance	**0**

VEHICLE & EQUIPMENT MAINTENANCE INTERNAL SERVICE FUND APPROPRIATIONS

Budget Modification 12-4(AC)

Changes to V&E Maintenance Department line items

	Increases	
5750502	Overtime	15,000
5750510	Social Security	1,000
5750623	Heating Fuel	30,000
	Total Increases	**46,000**
	Decreases	
5750501	Salaries	(20,000)
5750507	Longevity Bonus	(1,500)
5750508	Leave Cashout	(15,698)
5750516	Workers Comp	(5,562)
5750721	Insurance	(3,240)
	Total Decreases	**(46,000)**
TOTAL	**Net Change to V&E Maintenance Fund Appropriations**	**0**

	TOTAL CHANGE TO V&E MAINTENANCE FUND REVENUES	
	Total Increases	0
	Total Decreases	0
	Cumulative Change to V&E Maintenance Fund Revenues	**0**

	TOTAL CHANGE TO V&E MAINTENANCE FUND APPROPRIATIONS	
	Total Increases	46,000
	Total Decreases	(46,000)
	Cumulative Change to V&E Maintenance Fund Appropriations	**0**

	TOTAL CHANGE TO V&E MAINTENANCE FUND BALANCE	
	Change to V&E Maintenance Revenues	0
	Change to V&E Maintenance Appropriations	0
	Cumulative Increase/Decrease to V&E Maintenance Fund Balance	**0**

TOTAL CHANGE TO OVERALL CITY BUDGET

	Change to Revenues Increase/(Decrease)	***417,292***
	Change to Appropriations Increase/(Decrease)	***417,292***
	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 JUNE 2012 BY A VOTE OF __ IN FAVOR AND __ OPPOSED.

ATTEST:

Joseph A. Klejka, Mayor

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	12-25		
Date action introduced:	June 12, 2012	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Approving an action plan and corresponding requirements for hiring an In-house City Attorney.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager		
	City Clerk		

Attachment(s): Resumes from the current applicants.

Amount of fiscal impact		Account information:
	No fiscal impact	
	Funds are budgeted for.	
Unknown	Funds are not budgeted. Budget modification is required. Affected account number:	10-51-642

1. Hiring an attorney to work with the City Council in establishing interview questions.
    - If approved, administration hopes to have interview questions available for Council's review/modification at the June 26th Regular City Council Meeting.
2. Hiring an attorney to sit in on the candidate interviews with the City Council and provide feedback to the City Council on the candidate's responses.
    - If approved, it is the recommendation to request the services of former City of Bethel Attorney Luanne Culter to perform these services. She represented the City for many years and is therefore familiar with not only municipal law, but our community specifically.
    - The Council may want to provide a max contract amount for the services mentioned.
3. Tentatively setting up interview dates (first may occur on June 27th) and requesting administration contact the applicants to begin arranging the interviews.
4. Interview method options: in person, telephonic or video conferencing.

**Please note, employment interviews are not subject to an Executive Session.

CITY OF BETHEL

Lee Foley< lfoley@cityofbethel.net>

Fw: City Attorney Position (oops)

1 message

Anne Marshall< emptortexas@yahoo.com> Thu, May 17, 2012 at 3:55 PM
To: lfoley@cityofbethel.net

--- On **Thu, 5/17/12, Anne Marshall** *<emptortexas@yahoo.com>* wrote:

From: Anne Marshall <emptortexas@yahoo.com>
Subject: City Attorney Position
To: lfoley@cityofbethel.net
Date: Thursday, May 17, 2012, 3:53 PM

Dear Mr. Foley:

I am attaching my resume', as we discussed today, in application for the City Attorney position.

As you may see, I lived and worked in Bethel from January 5, 2005 to October, 2006, both as Attorney IV for Office of Public Advocacy and private attorney. During my time as private attorney, I had occasion to work with Carolyn, your previous city attorney, and have some familiarity with the workings of the City.

In recent years, I have primarily worked as a criminal attorney, but you will note I have been an Assistant City Attorney with the City of Corpus Christi, and I remember that experience as a very positive one.

I recently returned to Texas to address a family emergency, but that situation has improved and I am free to return to Alaska. My license as an Alaska attorney is currently suspended for late payment of inactive dues, but it is merely a matter of paying the dues to become reinstated, I believe.

Feel free to call me if you have questions,

Sincerely

Anne M. Marshall, J.D.
att:RESUME'

(512) 944-2680

anneresjan2012.wpg.doc
28K

ANNE M. MARSHALL
PO Box 112
Rosanky, TX 78753
(512) 944-2680
emptortexas@yahoo.com

Education: Doctor Jurisprudence, University of Texas School of Law.
Master of Science, Ok. State University, Stillwater, OK, (Sociology) GPA 4.0
Bachelor of Arts, California State University at Turlock, CA (English Lit.)

Admissions: All Federal Courts, Texas. State Bar of Texas, Federal Court, Anchorage; Fifth Circuit Court of Appeals, New Orleans; Alaska Bar 2005.

WORK EXPERIENCE, ATTORNEY

Private Practice, Anchorage, 6/28/06 to present. Felony and misdemeanor defense, general civil practice, admitted to CJA Panel for Federal appointments to indigents.

Assistant Public Advocate, State of Alaska, Bethel Division, Attorney IV, 1/04/05 to 6/28/06. Felony and misdemeanor defense, juvenile defense, CINA defense, guardianship and probate cases for indigents.

Hearings Officer II, Texas Workforce Commission, 11/03 to 11/04. Administrative law judge, appeals hearings re. UI benefits. Conducted hearings and wrote opinions, approx. 28/week.

Private Practice, 11/02/02 -11/03/03. Court appointments in Federal and State District Courts, retained cases, misdemeanors and felonies, some civil practice with trial; employment law.

Assistant Attorney General IV, Postconviction Writs, 7/01/02-11/01/02.. Wrote responses to postconviction writs of habeas corpus filed federally. Trained attorneys in conducting hearings.

Attorney IV, Program Attorney, for Texas Workers' Compensation Appellate Judges, 2/01/02 to 7/01/02. Wrote opinions for appealed Workers' Compensation cases for administrative judges.

Self employed, Private Practice: 9/91 to 2/01/02. Criminal practice and employment law. President, Coastal Bend Criminal Defense Lawyers Association, 1995. "Outstanding Criminal Defense Lawyer of the Year", 1995. Tried cases in State and Federal courts; did appeals for both State and Federal courts. Panel attorney for Fraternal Order of Police (administrative defense of disciplinary actions). Plaintiff and defense of employment law cases, through jury trial. Capital Murder qualified for Nueces County Judicial district appointment list.

Assistant District Attorney, Nueces County D.A. office, Texas. 7/89-9/91. First chair prosecution of felonies, hearings, motions to revoke, etc.. Also intake, indictment drafting, grand jury presentation, special assignments such as Capital Murder, white-collar theft, etc.. Assisted in training new prosecutors.

Chief Prosecutor and Prosecutor, City of Corpus Christi Municipal Court. (11/86 to 7/89, see below) Trying cases, drafting complaints, writing opinions as requested on ordinances, etc.; management and supervision of other prosecutors, training new attorneys, memo drafting, etc. Trial of all appeals (de novo in County Courts of Law).

Assistant City Attorney, Collections. Transferred from Municipal Court., collections, memos, ordinance drafting, risk management advice, employment law,etc.. Transferred back to Municipal Court as Chief Prosecutor.

Other Professional Experience:
Research Assistant II, for Southwest Educational Development Laboratory, Austin, TX. Designed and executed research in children and television for Federal grant. Wrote and published children's books on critical thinking, Federal grant. (Research Sociologist)

College Instructor, Ms. Gulf Coast Junior College. Instructor in Sociology part-time.
Publication: "The Perjurious Defendant; ethical issues" Corpus Christi Lawyer magazine, 1996.
Candidate for District Court Judge, 1996, primary.

Professional references:

Angela Greene Assistant Public Defender
Public Defender's Office, Barrow
Barrow, AK 99723
(907)852-2520

Richard Desautel
Girdwood, AK
(907) 887-6262

District Attorney Leslie Poynter-Dixon (retired)
P.O. Box 636,
Edgewood, TX 75117
(903)-896-7649.

Patty Burley
PO Box 2715
Bethel AK 99559-2715
(907) 543-3098 or 545-0506
pattyburley@yahoo.com

April 30, 2011

Lee Foley, City Manager
City of Bethel
PO Box 1388
Bethel AK 99559

Re: City Attorney Position

Dear Mr. Foley:

I am writing in reference to the City Attorney Position for the City of Bethel. The recent opening has prompted me to forward my resume for your consideration. As explained more thoroughly in this letter, I have a strong commitment to the legal profession and to the community of Bethel in particular. Below is a summary of my experience.

Shortly after graduating law school, I went to work for Judge Dale O. Curda as his law clerk. Bethel's courthouse has one of the busiest per capita caseloads of any courthouse in the State. As a judicial clerk, I was provided with a strong introduction to criminal law and the court system. It also presented me with some unusual opportunities, such as being a marriage commissioner, a law librarian, a criminal clerk, and a bailiff, often all in one day. Because the law clerk wears so many hats, it became crucial that I not only learn all about the Alaska Court System, but that I also learn the numerous job functions of the many employees here. You just never knew what you would be called upon to do on any given day.

In addition to the day-to-day duties, as a law clerk I was also responsible for assisting the court in its various meetings and interactions with other offices and agencies. I coordinated CLE's, and acted as the liaison and presentation coordinator for the various court visitors and state officials who visited the area.

Following the clerkship, I worked for the Regional Tribal Corporation, the Association of Village Council Presidents (AVCP). I began as the Indian Child Welfare Attorney and quickly advanced to Director of the Child Welfare program. As attorney and Director, I was responsible for a caseload which averaged 225 cases and I supervised the Child Welfare staff both in Bethel and in 20-35 of the 56 remote villages of the Region. Other duties included budget development and implementation, developing and implementing data tracking for program success and evaluation, as well as preparation and presentation of various reports to the Tribes, the Bureau of Indian Affairs (BIA) and the Alaska Office of Children's Services.

Gradually, my duties and responsibilities at AVCP expanded to include program development and expansion of services. As an assistant to the Division Director, I was responsible for planning, implementing and evaluating regional initiatives, pilot programs and other innovations involving multiple internal departments as well as outside statewide agencies. The goal was to bring existing social service programs together into a comprehensive wrap-around approach for families-in-need. In order for the projects to succeed, it was critical that I develop leadership efforts at the villages supported by mentoring and coaching for village staff, the vast majority of who lacked more than a high school education.

Key to my responsibilities at AVCP was the ability to work with various judicial, state and federal employees. It was critical to understand not just the role which each agency played, but where the programs overlapped and how each program could help each other in providing more comprehensive services to families-in-need. Together we collaborated on several grant proposals and training seminars covering a wide range of child welfare topics.

After a brief time improving my trial skills at the District Attorney's office, I returned to the courthouse in the position of Magistrate. While in that position I worked to improve a community based diversionary program for teenagers caught with alcohol. This program led me to create a database focusing on minors cited with consuming alcohol over a 5-year period and how that charge, coupled with how they were processed through the court system, had an impact on future recidivism. While this project is not yet completed, it is yielding interesting results.

As a magistrate, I was also involved in a number of projects geared at educating the public about the court system and at improving court processes overall. I developed a strong working relationship with local law enforcement agencies, the school district, the Office of Children's Services and a number of other agencies that interact with the court on a regular basis. I sat on a committee that reviewed procedures inside the court and which aspired to find ways to offer training and support so that customer service could continue to improve while at the same time providing opportunities for employees to learn new skills.

During my personal time, I developed a curriculum for a youth court. That curriculum was approved by the local school district with plans to include it as a multi-semester course beginning in the fall of 2012 provided qualified teachers can be obtained. I have campaigned for donations to purchase and secure textbooks for the course and I have tested the curriculum by volunteering at the local Youth Facility. My goal is to assist in creating several youth courts in this area: one at the juvenile jail, one at the local high school and others in the villages in this Region. By giving students a fun way to learn research, writing and oral skills, I hope to bolster their self-esteem and reduce the rate of teen alcoholism that is so prevalent in the Region.

My resume contains a brief summary of my qualifications, experience and accomplishments. Based on my interests and qualifications, I believe I am an ideal candidate for a position with the City. I am available to speak with you, or your representative, upon fairly short notice. Please feel free to contact me at the above address/telephone number/email address if I can answer any questions or assist you in any manner.

I thank you for your time and consideration of my candidacy, and I look forward to speaking with you.

Sincerely yours,
Patty Burley
Patty Burley

PATTY BURLEY

P.O. Box 2715
Bethel, Alaska 99559
(907) 543-3098
btvpatty@yahoo.com

LEGAL EMPLOYMENT:

Alaska Court System, Bethel, Alaska
Magistrate (February 2009 to February 2012)
Duties: Assist and advise members of the public; preside over various types of legal hearings; developed a Minor Consuming Alcohol court; developed a data project on the impact of alcohol consumption and interaction with the court system; liaison between court and other agencies; member of court improvement teams for both the Bethel court and the Statewide Child in Need of Aid project.

State of Alaska, Department of Law, Bethel, Alaska
Assistant District Attorney (2008 to 2009)
Duties: Manage misdemeanor caseload.

Association of Village Council Presidents, Bethel, Alaska
ICWA Attorney/Director of Family Preservation Department
September 2002 to 2008
Duties: Representing all AVCP compacted villages in Alaska Court matters involving the removal of native children from their homes; development, presentation and monitoring of program budgets; Staff development including hiring, firing, evaluating, disciplinary actions, grievances and facilitating working relationships; strategic planning; program evaluation; inter-agency coordination and facilitation on numerous social welfare issues.

Alaska Court System, Bethel Superior Court, Bethel, Alaska
Law clerk, August 2001 to August 2002
Duties: Researching and summarizing issues presented to the court; drafting orders and opinions for judge and magistrates; maintaining and updating law library; bailiff during trials; maintaining motion tracking and calendar for judge; responsible for making Bethel an official CLE video replay site for the Alaska Bar Association.

Office of Chief Counsel, Kansas Department of Transportation
Topeka, Kansas
Legal Assistant, 2000 to 2001
Duties: Researching Eminent Domain issues, zoning and planning issues and Indian Law issues; drafting internal memorandum

OTHER EMPLOYMENT:	*M.E. Preschool* Bethel Alaska Preschool Aide II, Feb 2012 – May 2012 Duties: Assist classroom teacher with maintaining appropriate sanitary and dietary standards in the preschool; supervising 20 children ranging in age from three to five; assisting children in developing their fine motor, verbal, and gross motor skills, assisting children to develop logic, reasoning, counting and sorting skills
EDUCATION:	*University of Alaska Southeast*, Juneau, Alaska Candidate for Masters in Public Administration *Washburn University School of Law*; Topeka, Kansas Juris Doctorate Degree with Dean's Honors (July 2001) Moot Court (2000 to 2001) Top Oral Argument, Moot Court (Fall 2000) *Northwestern School of Law of Lewis & Clark College*, Portland, Oregon Indian Summer Program, Summer 2000 Co-published Indian Gaming Law Sourcebook *Florida State University*, Tallahassee, Florida B.S. Psychology and B.S. Criminology (1991) *Miami Dade Community College*, Miami, Florida A.A. Psychology (1988)
ACCOMPLISHMENTS:	*Curriculum Developer & Teacher,* Bethel Youth Court 2008 to Present *Frequent Lecturer and trainer for the Bureau of Indian Affairs (BIA)* (2003- Present) *Planning Member and Facilitator for the Alaska Strategic Plan as it relates to PART (Performance Accountability Rating Tool) and GPRA (Government Performance Results Act)* 2005 & 2006 *Member of Executive Board of Alaska Indian Child Welfare Association (ANICWA)* 2004-2005 *Presenter, BIA ICWA Provider's Conferences 2003 – 2006* *Co-Facilitator of Presentation on Proposed Amendments to ICWA,* October 2003
LANGUAGES:	Fluent in Spanish & English

Jeffrey A. Gould

730 West Roller Coaster Road
Tucson, AZ 85704

Phone: 520-808-4435
Email: fromjag@comcast.net

SUMMARY:

Active out of state attorney with 15 years experience in legal, financial, marketing and business development. Small business owner. Strong representational, organizational and supervisory skills. Successfully direct large case loads, manage and apply teamwork with co-workers. Emphasis on plaintiff's personal injury and/or insurance defense. A life-long Alaskan relocated to Arizona for the past 9 years, who now enjoys "hands on" involvement in the community, with volunteers and organizations that are creative and empower people by advancing social and economic justice. Small business owner thriving on challenge and the opportunity to apply a wide variety of skills. Gratitude.

EXPERIENCE:

Sole Proprietor Just Jeff Tucson, AZ 2009

Just Jeff: The "How May I Help You?" Handyman. Troubleshoot, problem solve, readily interpret vague instructions of a complicated nature, clarify and respond to challenges with a "get the job done" attitude. Grasp client's requirements and needs quickly, cost effectively and complete jobs in a timely meet-and-exceed manner. Negotiate and monitor preventative maintenance contracts and service. Energetic, with a broad range of general home maintenance and repair skills: interior brush, spray painting, wallpapering and dry walling; patio, grounds landscaping, irrigation and upkeep; roof repair, leaks, waterproofing problems and plumbing. Carpentry jobs - including restoration, refinishing of antique furniture.

Mentoring Empowerment Program Director OPCF Tucson, AZ 2006 - 2008

Old Pueblo Community Foundation: Mentoring Program for the Federal Department of Labor and Pima Prisoner Re-Entry Partnership (PREP). Help newly released men and women to attain stable employment, a greater quality of life and improve the transition back into the community. Recruit, train, match, and oversee 300 volunteer mentor and mentee interactions to empower re-entry individuals to reconnect to the community, attain stable employment and make positive life choices.

Volunteer Resources Program Assistant SAAF Tucson, AZ 2005 - 2006

Southern Arizona AIDS Foundation: Volunteer training, education in HIV/AIDS awareness, prevention and outreach. Foster and develop ongoing outreach and relationships with current and potential volunteers and community organizations by enhancing SAAF Volunteer and Development Division's communications.

Verification and Fund Raising Associate Xentel Inc. Tucson, AZ 2002 - 2004

Administrative support liaison between management and staff. Responsible for weekly verification, collection and agency interaction regarding non-tax-deductible fundraising contributions on behalf of the Tucson Police, Fire and Pima County Sheriff Department.

Sole Practitioner Law Office of Jeffrey A. Gould Anchorage, AK 1998 - 2001

High-volume personal injury practice emphasizing plaintiff's personal injury, insurance, claims and first party contractual insurer bad faith. Independent contract work on a variety of issues. Sole practitioner with multiple roles as attorney, administrator, paralegal, secretary, law clerk, marketer and receptionist. Direct quarterly revolving caseloads of 35 (+) clients through all phases of negotiation, mediation, binding arbitration and/or litigation to resolution.

Litigation Specialist Progressive Auto Insurance Anchorage, AK 1996 - 1998

High Exposure Loss Profiler (HELP). Risk analysis, liability determination, allocation and in-house counsel. Direct Progressive Alaskan insurance claims handling practices and all Alaskan litigation through outside counsel. Manage large-volume, high-exposure injury cases throughout Alaska on all pretrial and trial litigation, mediation and/or arbitration to resolution. Develop ongoing professional relationships with: majority of Anchorage personal injury plaintiff's and defense bar; numerous nationwide insurance companies; and more importantly, their claims adjusters. Responsible for: management of 40 employees; 7 out-of-house law firms; defense strategies; litigation strategy, including trial management, cost containment and damage exposure reduction.

Senior Associate Guess & Rudd Anchorage, AK 1995 - 1997

Advocate and counsel for numerous insurance companies including Progressive, State Farm, USAA, Travelers, Allstate and E&O Professionals. Represented insureds' interests on claims involving liability and damages, UM/UIM policy limits and policy coverage interpretations, realtor liability, insurance agency and broker liability. Resolution through all phases of litigation, mediation, arbitration and/or trial.

Associate Law Office of William G. Azar Anchorage, AK 1993 - 1995

Representation of high volume personal injury clientele with an average revolving caseload of 75 clients. Mediated, arbitrated or negotiated settlements in first or third party claims against most of Alaska's leading insurance companies. Emphasis on complex, high-exposure claims arising out of passenger aircraft fatalities, wrongful death, vehicle accidents and dog bites.

Law Clerk Birch, Horton, Bittner & Cherot Fairbanks, AK 1990 - 1992

Research and draft legal memoranda, pleadings and briefs involving a variety of civil issues including contract interpretation, municipal corporations, real estate and commercial transactions, insurance coverage, bankruptcy and administrative disputes.

PROFESSIONAL ASSOCIATIONS / EDUCATION

- Board of Directors, Pima Prevention Partnership, 2007 to present - Tucson, AZ
- AZ Dept. of Public Safety, Fingerprint Clearance Card # 2703082993, through 2014
- Southern Arizona Volunteer Managers Association, 2005 to present - Tucson, AZ
- AA, Alcoholics Anonymous, 2004 to present - Tucson, AZ
- Alaska and American Bar Associations: Active out of state licensing 1993 to present (voluntary inactive medical disability, 2001 to 2011). Alaska Bar Id. # 9306021 - Anchorage, AK
- JD, Doctor of Jurisprudence: 1992 - Law, University of Nebraska - Lincoln, NE;
- Am. Jur. Award in Legal Profession and Ethics, 1992
- BBA: 1989 - Finance, University of Alaska - Fairbanks, AK

REFERENCES AVAILABLE UPON REQUEST

CITY OF
BETHEL

Lee Foley< lfoley@cityofbethel.net>

CareerBuilder Job Application :995908 City Attorney The City of Bethel in rural Alaska is seeking a

1 message

Jeffrey Gould< fromjag@comcast.net> Sat, Apr 28, 2012 at 6:34 AM
Reply-To: fromjag@comcast.net
To: "lfoley@cityofbethel.net" <lfoley@cityofbethel.net>

You have received an application to your job posted on CareerBuilder. You can respond to this candidate by replying to this email. Your Reference ID for this job is 995908.

Job Information

Job Title: City Attorney The City of Bethel in rural Alaska is seeking a
Location: US-AK-Anchorage
Job Details: http://www.CareerBuilder.com/Jobseeker/Jobs/JobDetails.aspx?job_did=J3H6KR6KQTNNDHXSMFD

Contact Information

Name: Jeffrey Gould
Phone: 520-808-4435
Email: fromjag@comcast.net

Cover Letter

Jeffrey A. Gould
730 West Roller Coaster Road Phone: 520-808-4435
Tucson, AZ 85704 Email: fromjag@comcast.net

To Whom It May Concern:

I was both fortunate and proud to be employed as Mentoring Program Director for the Federal Department of Labor Prisoner Re-Entry Initiative (PRI) through Old Pueblo Community Foundation (OPCF) and Pima Prisoner Re-entry Partnership (PREP), Primavera. Establishing intra-agency teamwork and collaboration: we advanced Mentoring services for the participants from 10/06 when PREP/Mentoring was ranked in the lowest 5 of the 30 PRI sites nationwide, through 2008 where PREP/Mentoring moved up to 4th nationwide; and reduced recidivism at participant levels to below 20 percent.

I embraced this as an opportunity working with over 300 volunteer mentors and mentees to continue to capitalize on my ability to undertake a large and widely varied array of projects, learn quickly, utilize available computer resources, listen, communicate, network, find effective solutions, and maintain a sense of humor.

I have spent the last eight (8) years evaluating my life and the choices I have made to this point. I have always tried to help people, as an advocate or otherwise. I am proud of my professional accomplishments and varied work history and learned that most things in life are a privilege, not a right. I spent several years mired in the quicksand of alcoholism and at one point I was very much part of the at-risk population that I now serve. I am a recovering alcoholic with eight (8+) years of sobriety. I undertook to refocus, personally and professionally and have found that I can only help myself by being of service to others. I am candid, open in all my endeavors, willing to change, and thereby learn from my past.

Regaining gratitude and perspective, I am now patient, humble, detail oriented and focused. This empowered and allowed me to open a small business in a time of economic uncertainty while always emphasizing integrity, accountability and on-time completion of projects as Just Jeff: "The How May I Help You?" Handyman. This business is intact and growing.

Working with volunteers, also as a volunteer and small business owner in this community has already given me back more than I could ever return - focus, structure, and the flexibility to move forward. Each day brings new growth and opportunities to serve the community. I welcome the opportunity to discuss the results you can expect from me as an asset and team member of your organization. Thank you for your time and consideration.

With gratitude,

Jeffrey A. Gould

Resume

Jeffrey A. Gould
730 West Roller Coaster Road
Phone: 520-808-4435
Tucson, AZ 85704
Email: fromjag@comcast.net

SUMMARY:
Active out of state attorney with 15 years experience in legal, financial, marketing and business development. Small business owner. Strong representational, organizational and supervisory skills. Successfully direct large case loads, manage and apply teamwork with co-workers. Emphasis on plaintiff's personal injury and/or insurance defense. A life-long Alaskan relocated to Arizona for the past 9 years, who now enjoys "hands on" involvement in the community, with volunteers and organizations that are creative and empower people by advancing social and economic justice. Small business owner thriving on challenge and the opportunity to apply a wide variety of skills. Gratitude.

EXPERIENCE:
Sole Proprietor Just Jeff Tucson, AZ 2009

Just Jeff: The "How May I Help You?" Handyman. Troubleshoot, problem solve, readily interpret vague instructions of a complicated nature, clarify and respond to challenges with a "get the job done" attitude. Grasp client's requirements and needs quickly, cost effectively and complete jobs in a timely meet-and-exceed manner. Negotiate and monitor preventative maintenance contracts and service. Energetic, with a broad range of general home maintenance and repair skills: interior brush, spray painting, wallpapering and dry walling; patio, grounds landscaping, irrigation and upkeep; roof repair, leaks, waterproofing problems and plumbing. Carpentry jobs - including restoration, refinishing of antique furniture.

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Senior Associate Guess & Rudd Anchorage, AK 1995 - 1997

Advocate and counsel for numerous insurance companies including Progressive, State Farm, USAA, Travelers, Allstate and E&O Professionals. Represented insureds' interests on claims involving liability and damages, UM/UIM policy limits and policy coverage interpretations, realtor liability, insurance agency and broker liability. Resolution through all phases of litigation, mediation, arbitration and/or trial.

Associate Law Office of William G. Azar Anchorage, AK 1993 - 1995

Representation of high volume personal injury clientele with an average revolving caseload of 75 clients. Mediated, arbitrated or negotiated settlements in first or third party claims against most of Alaska's leading insurance companies. Emphasis on complex, high-exposure claims arising out of passenger aircraft fatalities, wrongful death, vehicle accidents and dog bites.

Law Clerk Birch, Horton, Bittner & Cherot Fairbanks, AK 1990 - 1992

Research and draft legal memoranda, pleadings and briefs involving a variety of civil issues including contract interpretation, municipal corporations, real estate and commercial transactions, insurance coverage, bankruptcy and administrative disputes.

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- AZ Dept. of Public Safety, Fingerprint Clearance Card # 2703082993, through 2014
- Southern Arizona Volunteer Managers Association, 2005 to present - Tucson, AZ
- AA, Alcoholics Anonymous, 2004 to present - Tucson, AZ
- Alaska and American Bar Associations: Active out of state licensing 1993 to present (voluntary inactive medical disability, 2001 to 2011). Alaska Bar Id. # 9306021 - Anchorage, AK

- JD, Doctor of Jurisprudence: 1992 - Law, University of Nebraska - Lincoln, NE;
- Am. Jur. Award in Legal Profession and Ethics, 1992
- BBA: 1989 - Finance, University of Alaska - Fairbanks, AK

REFERENCES AVAILABLE UPON REQUEST

Just Jeff JJ RSM 031112.doc
63K

Elizabeth (Beth) L. White
Attorney at Law

200 W. 34th Ave., #109 Anchorage, Alaska 99503
bethlwhite@rocketmail.com
907-244-0942; 936-443-0110
May 20, 2012

City of Bethel
Attn: Mr. Lee Foley
City Manager
lfoley@cityofbethel.net

RE: City Attorney position

Dear Mr. Foley:

Attached you will find my resume in response to the job posting for City Attorney for the City of Bethel. I have been licensed with the Alaska Bar Association since 1997. My recent experience working with the North Slope Borough Law Department and living in Barrow has increased my interest in legal issues that affect local governments in rural Alaska. The position with the City of Bethel presents the right opportunity to combine the legal and rural Alaska experience that I have to offer.

In my career as an attorney, I have a number of years of experience in municipal law matters. Responsibilities have covered different areas, such as drafting ordinances and resolutions, attending council and assembly meetings and workshops, addressing municipal finance, utilities, and real estate matters including tax foreclosures and oil and gas property tax questions, and filing various actions for governmental entities. Also, I have drafted and reviewed public contracts and purchase orders for procurement for municipal departments. Other positions that I have held in Alaska have been with the State of Alaska, as an Attorney IV, and with the Municipality of Anchorage. My legal background also includes service as an officer in the Judge Advocate General's Corps in the National Guard and Army Reserve, in addition to civil law and prosecutorial positions. My legal experience includes providing legal advice to elected and appointed officials, while maintaining an objective view of the issues.

I am a graduate of the University of Houston Law Center and a member in good standing with the Bar organizations in Alaska and Texas. In my career, I have developed the expertise to reach consensus among parties, personnel and agencies, and those skills required for issues which involve litigation.

I look forward to hearing from you to discuss the City Attorney position for the City of Bethel. Thank you for your consideration.

Very truly yours,

Elizabeth (Beth) L. White /s/

Elizabeth (Beth) L. White

Attorney at Law

200 W. 34th Ave, # 109
Anchorage, Alaska 99503
bethlwhite@rocketmail.com
907-244-0942; 936-443-0110

SUMMARY OF QUALIFICATIONS

- Municipal and state government representation, administrative and appellate experience; adept at cultivating strong relationships with individuals from varied organizations and backgrounds including community groups and government agencies.
- Excellent verbal and legal research and writing skills; transactional experience in real estate law, contracts, employment agreements; able to assess client needs and deliver persuasive arguments in court.
- Served as advisory board member and board member for non-profit organizations.

PROFESSIONAL EXPERIENCE

Municipal/Litigation

Career experience: municipal law-draft ordinances, resolutions, regulations, respond to public records requests, provide legal advice to municipal officials, officers, and departments; civil litigation and mediation; appeals; defense and prosecution; Judge Advocate General's Corps-reserve service, Army National Guard.

Contract legal services for variety of law firms, non-profit corporations, and governmental entities - drafting trial, appellate, and general transactional documents.

Administrative/Transactional

Administrative hearings and appeals with various governmental agencies, including Alaska State Commission for Human Rights; military tribunals and workers compensation boards; transactional-real estate law, land use planning; contracts, workers compensation, employment law; non-profit corporate law.

WORK HISTORY

2011-present	Law Office of Vassar & White, LLC, Of Counsel	Anchorage, Alaska
2010-2011	North Slope Borough Law Department, Assistant Borough Attorney	Barrow, Alaska
2008-2009	Elizabeth L. White, Attorney at Law	Anchorage, Alaska
2006-2007	State of Alaska, Dept. of Administration, Attorney IV	Anchorage, Alaska
2003-2005	Elizabeth L. White, Attorney at Law	San Antonio, Texas
1997-2002	Municipality of Anchorage, Assistant Municipal Prosecutor, Contract Attorney for Municipality	Anchorage, Alaska
1994-1996	White & Le Bas, Attorneys at Law	Amarillo, Texas
1989-1994	Army National Guard, Judge Advocate General's Corps; 63rd Judicial District, Assistant District Attorney	Camp Mabry, Texas Del Rio, Texas

EDUCATION

J.D., University of Houston Law Center, Houston, Texas, 1988; Gulf Coast Legal Foundation Law Student Award.
Honors B.A., University of Texas, Austin, Texas; Dean's List and Presidential Honor Scholar Award.

PROFESSIONAL AFFILIATIONS

Member, Alaska Bar Association, 1997.
Member, State Bar of Texas, 1989.

City of Bethel Action Memorandum

Action memorandum No.	12-26		
Date action introduced:	6-12-12	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: *Approve Mayor Klejka's appointment of Pat Jennings to the Public Safety and Commission.*

Route to:	Department/Individual:	Initials:	Remarks:
X	City Manager		
X	Chief of Police		
X	Fire Chief		

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 12-26 is sponsored by Mayor Klejka at the request of the City Clerk.

Pat Jennings has requested appointment to the City's Public Safety and Transportation Commission. If appointed Mr. Jennings would fill one of four Commission vacancies for a term of three years.

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

APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

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

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

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

NAME: PAT JENNINGS

MAILING ADDRESS:

RESIDENCE ADDRESS:

HOME PHONE: **WORK PHONE:**

CELL PHONE: **E-MAIL:**

OCCUPATION: **EMPLOYER:**

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

   No

Return completed application to the Office of the City Clerk.

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

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? 36 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: 6/4/12

FOR OFFICE USE ONLY

Date Received: 6-5-2012.

Date of Council Approval: Action Memorandum Number: 12-26

Date Applicant Notified:

Term Expiration:

Registered voter of the City __Yes __ No

Return completed application to the Office of the City Clerk.

CITY OF BETHEL
BETHEL, ALASKA

REQUEST FOR PROPOSALS

TO OPERATE CITY OF BETHEL RECYCLING PROGRAM

Proposals will be accepted from June 13, 2012 to July 13, 2012

Opening Date:	**Friday, July 13, 2012**
Opening Time:	**4:00 pm**
Opening Place:	**City of Bethel — Public Works Building** **1155 Ridgecrest Drive** **Bethel, Alaska 99559**

REQUEST FOR PROPOSALS

TO OPERATE CITY OF BETHEL RECYCLING PROGRAM

1. SUMMARY

The City of Bethel is soliciting proposals for an individual, group, business, or organization to operate a recycling program in the City of Bethel, Alaska. The City will provide its Recycle building, professional baler, cargo containers, and other equipment to the prospective proposer ("recycler") in exchange for the recycler engaging in year-round recycling activities that result in less materials being deposited to the City Landfill. The recycler will be entitled to the proceeds resulting from the sale of recycled materials that he or she completes.

In the past, common recyclables (e.g., aluminum, copper, cardboard, paper) have been baled, stored in City-owned cargo containers prior to shipping, and then transferred to cargo containers owned by barge companies for shipment to Seattle. The City used to have arrangements with two barge companies for a certain number of cargo containers each year to be shipped free of charge to Seattle. The City has also paid barge companies to back haul containers to Seattle. Once in Seattle, a Seattle recycling company charged a fee to off-load the container and transfer the contents to their warehouse for resale. These types of expenses would be borne by the recycler.

The City has recycled paper, cardboard, aluminum, and copper successfully. Potential recyclables include tin, glass, and plastics.

The recycler would have access to the City's landfill during open hours to remove objects worthy of recycling. Items removed from the landfill can be sold, given away, reused, or retained. The following items are off limits inside and outside the landfill: automobiles, appliances, and steel objects larger than a four-foot cube.

2. BACKGROUND

The City of Bethel supported many recycling efforts throughout its 54-year history, using community volunteers, a paid full-time staff member, and Tundra Center workers. Over the last three years, the cost of operating the City's recycling program became exorbitant relative to the revenue generated from the sale of recyclables. The cost of saving landfill space has yet to be fully determined, but appeared minimal based on the relatively small volume of materials recycled each season.

The City's recycling program that ended June 30, 2011 was limited in scope. It relied largely on community members bringing recyclables (e.g., aluminum cans, plastic bottles, cardboard) to the Recycle Center and placing them in bins. The City's solid waste coordinator would then compact the materials into 1,000+ lb. bales and load them into cargo containers for barge shipment to Seattle. Several companies in Seattle would be contacted to take possession of the cargo

containers, assess the value of the contents, and remit a check to the City. These recycling companies charged a fee to the City to off-load the contents from the barge.

The City contracted with Alaska Logistics, LLC in the summer of 2011 to remove automobiles and other steel objects from the landfill, load them onto their barge, and ship them out of town. Alaska Logistics helped the City by removing large objects from its landfill and the City allowed Alaska Logistics to profit from the sale of steel removed and transported to Anchorage/Seattle. The City has an active contract with Alaska Logistics, LLC until 2014. As a result, Alaska Logistics, LLC has a claim on all automobiles, appliances, and other steel objects larger than a 4 ft. by 4 ft. box at or near the landfill. These steel items shall remain exempt from any recycling program proposal submitted under this Request for Proposals document.

3. OBJECTIVES FOR PRIVATIZING RECYCLING PROGRAM

Objectives

- Remove and/or stop materials from going into the landfill, which helps extend the life of the landfill.
- Provide a way for community members to contribute to the recycling effort (e.g., by providing materials, volunteering time, educating the public).
- Reduce the wind-blown trash in Bethel, especially near dumpsters and the landfill.
- Save the City money by providing a recycling program to serve the community of Bethel and covering certain costs associated with the recycling program.

4. SCOPE OF SERVICES

The City is seeking proposals from an individual, business, or organization to operate a recycling program in Bethel, Alaska. To support the program, the City is willing to lease its Recycle building, professional Ten-Sixty baler, and eight 20 ft. cargo containers free of charge in exchange for the recycler operating a year-round recycling program and paying for incidental costs associated with the recycling effort (e.g., back haul barge shipment or Seattle dock off-load fees). The City will pay the cost of electricity to the Recycle building and the cost of three phase power to operate the professional baler one month a year. The City will pay the cost of diesel fuel to heat the Recycle building year-round.

Recycle Center Considerations

The City of Bethel uses the Recycle Center to store its 953 landfill bull dozer throughout the winter months (October 15 – April 15). The bull dozer occupies the Recycle Center from 5 pm until 10 am, Monday through Saturday. Use of the commercial baler in the Recycle Center will be extremely difficult or impossible during the hours of dozer occupancy. In the past, the City found it was productive to collect aluminum and other recyclable to be baled throughout the winter and then bale them during one month in the summer.

Recycle Center Building

The City of Bethel Recycle Center is a metal building situated on a sand pad along Ridgecrest Road north of the City Shop. The 3,000 square foot building was placed on a City-constructed sand and gravel pad on or about the Year 2000. Inside is a dirt/gravel floor. Steel sheets welded together forms part of the floor around the baler. The building is heated with a diesel oil burner.

Inside the Recycling Center, on its earthen floor, is a professional System Ten-Sixty baler. The baler allows materials to be deposited in the front or through the hopper in the back. The baler is capable of making 1,000 – 1,200 pound bales of aluminum, cardboard, paper, or plastic bottles. Use of the baler comes with a sufficient amount of baling wire. All users of this baler MUST be trained by a City of Bethel employee before he or she can use it. The training is provided by the City as part of the lease package.

There is a bathroom that consists of a toilet and sink for use by the recycler. The City will provide water and evacuate sewage from on a schedule to be determined. There is no shower or bath facility.

There is a small office area. The recycler must provide his or her own desk furniture, computer, and telephone, and pay the initiation and on-going service charges associated with using each office item.

City of Bethel Provisions

The City of Bethel will provide the following real property, equipment, and training under terms of the no cost lease:

- City land surrounding Recycle Center (approximately 100 ft. in from the road and 200 ft. end to end). Recycler must conduct activities on the side of the Recycle building side of the chainlink fence.
- The Recycle building on Ridgecrest Drive with dirt/gravel floor, manual lift garage door measuring 12 ft. by 12 ft., diesel oil heater, bathroom containing toilet and sink served by 300 gallon water tank.
- One Ten-Sixty professional baler and baling wire.
- Training on how to use baler must be provided before proposer uses baler. Bales produced are approximately 5 ft. high by 4 ft. wide by 30 inches deep.
- One small non-commercial baler and baling wire. Bales produced are 2 ft. by 2 ft. Use of this baler for recyclables sent to Seattle is not recommended because the recycle company in Seattle will have to re-bale the items and consequently will pay less for the recycled items.
- Four 20 ft. used cargo containers (roughly 8 ft. wide, 7 ft. high, and 20 ft. long). These cargo containers must stay on site.
- Three steel dumpsters (two are 4 ft. by 6 ft. and one is 6 ft. by 8 ft. high top)

The City of Bethel will provide the following services at no charge:

- Move large bales made with Ten-Sixty baler from one place to another with use of skid steer or other means.
- Water delivery and sewage evacuation for Recycle Center building.
- Plow snow from parking lot during winter, as needed.

Recycler Provisions

Recycler must provide all other equipment, including:

- Shredder
- Briquettor
- Vehicles (pickup trucks)
- Tools
- Additional balers, crushers, compactors

Recycler must provide or arrange for the following services, if needed:

- Transportation of all recyclables from community buildings to and from Recycle Center.
- Transportation of non-City cargo containers from Recycle Center to City Dock and vice-versa.
- Transportation of any and all items taken from landfill.
- Backhaul of cargo containers by barge companies leaving Bethel, bound for Anchorage or Seattle.

The City of Bethel will pay the following costs associated with the Recycle Center during the term of the lease:

- Electricity - Phase 1 is used daily, year-round for lights, heater, and outlets.
- Electricity - Phase 3 is required to operate the professional baler and must be turned on and off with Bethel Utilities Corporation. The City will activate Phase 3 power for one month during the summer at the request of the Recycler.
- Heating oil (diesel) – Diesel oil is needed to run the only heater for the building.
- Telephone (cell and hard line) and internet service.

Recycler must obtain or have at least the following types of insurance covering the risks associated with operating a recycle program:

1. General Liability Insurance - Proposer must name the City of Bethel as additional insured with a waiver of subrogation on the general liability policy.
2. Workman's Compensation Insurance - Proposer must have a waiver of subrogation against the City on his or her workers compensation policy.
3. Property Insurance – Proposer must carry property coverage on the Recycle Center building ($100,000 value), System Ten-Sixty baler ($60,000 value), and eight 20 ft. cargo containers ($16,000 value) of which it will have possession and use.

Contract Terms

The City will sign a contract with the selected proposer after all terms are discussed and included in the contract. The City and Proposer reserve right to change the scope during the contract period and negotiate the change with the other party.

5. PROPOSAL FORMAT

The proposal shall include the following information:

- **Cover/Transmittal Letter** - Letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the individual, business, or organization. Cover letter must acknowledge the Request for Proposals (RFP) and summarize the proposal on one page.
- **Scope of Work** - Describe the work plan that you intend to use to accomplish the objectives listed under Section 3: Objectives for Privatizing Recycling Program while incorporating the responsibilities, obligations, and constraints described in Section 4: Scope of Services. Describe proposed infrastructure improvements, if any, such as adding a wood-burning stove to the Recycle Center to save on the cost of diesel fuel.
- **Responsible Personnel** - List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a concise statement of qualifications and experience of each person together with the hours that each is committed to the project. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the expected hours to be committed to the project. A project organizational chart of key personnel should be included with anticipated hours committed to the project for each individual.
- **Schedule** – Provide dates and times for activities described in the Scope of Work section above. What are the proposed hours of operation of the Recycle Center? What months will the program operate? How does the Recycle operation schedule of activities mesh with the barge schedule or flight schedule?

6. SCHEDULE TO SELECT PROPOSALS

Issue RFP	June 13, 2012
Deadline for City to Receive Proposals	July 13, 2012
City evaluates proposals and makes selection	July 17, 2012

7. PROPOSAL SUBMITTALS

Pages in the proposal shall be 8.5" x 11" typed (word processed) and single sided with the maximum number of pages of proposal limited to three pages.

Mail / Private Carrier Option
Proposal package should be clearly marked with the proposer's name and the description "Proposal to Operate Recycle Center." Send or arrange with a private carrier to send one original proposal and two copies to:

Chuck Willert, Public Works Director
City of Bethel, P.O. Box 1388, Bethel, AK 99559

Personal Delivery Option
The proposer shall submit one original, unbound proposal and two copies in a sealed box or envelope clearly marked with the proposer's name and the description "Proposal to Operate Recycle Center." The proposals shall be received in the City Public Works Director's office by the time and at the location noted on the cover sheet of this RFP. The City Public Works office is in the second floor of the City Public Works building or "City Shop."

Email and Fax Option
Proposal packages may be in MS Word format or PDF format and sent to Chuck Willert by email at (cwillert@cityofbethel.net) or by fax: 907-543-3366. The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City will send an email to the responder to confirm receipt of the proposal materials submitted.

The City reserves the right to reject at its sole discretion proposals received after the stated due date and time. The City has the right to waive minor irregularities in any proposal received.

Questions or comments on this RFP may be directed to: Chuck Willert, Public Works Director, by calling 907-543-3110 or by emailing cwillert@cityofbethel.net. Clarification offered by the City to one consultant will be distributed to all known participants at the City's discretion.

8. EVALUATION CRITERIA

The Review Committee is made up of Public Works Department personnel and the Public Works Committee. A scoring matrix based on the items listed in this section will assist in selection. The Committee will then determine a ranking of the proposals submitted. The committee will recommend the top ranked proposal to the City Manager for final selection. The City will then enter into negotiations to clarify terms for a prospective agreement with the selected proposer. The Public Works Director or City designee reserves the right to negotiate with the next highest ranked proposal submitter if the two parties cannot agree on all contract terms. The final, negotiated agreement shall be approved and signed by the City Manager.

The following criteria will be used by the Review Committee to assist in the ranking of each proposal:

Capability - 50 points

a) Project Leader Experience - the length and quality of the experience of the person named in the proposal as the project manager.
b) Employee/Volunteer Experience and Understanding of the Project - the length and quality of experience of the employees and volunteers doing similar work. Sample projects with references should be provided. Rural Alaska experience preferred.
c) Partners - the length and quality of experience of partners identified in the proposal, including businesses, organizations, and individuals. The reputation of individuals, businesses, and organizations as partners will also be considered.

Work Plan - 50 points

a) Plan is well-thought out, logical, and has a high chance of success.
b) Dates, times, and hours of operation meet the needs of the City and community members.
c) Plan meets objectives listed in Section 3: Objectives for Privatizing Recycling Program.
d) Evidence that recycling operation has provisions for safety, security, and protection of City building, equipment, and property.
e) Innovative considerations - reasonable innovations that will enhance project results.

RFP for Cost Analysis of City of Bethel Water and Sewer Utilities

Review and Comment Record

Notes by John Sargent, Grant Manager

Bethel Community Feedback
The RFP was posted on the City of Bethel website for public comment and no comments were received as of June 5, 2012.

Planning Commission
Meeting Date/time/location: May 10, 2012, 6:30 pm, City Hall Council Chambers

General Comments
Written comments from Planning Commission members will be sent by email to Betsy Jumper by May 18, 2012 and then forwarded to John Sargent.

Include a rate study too. Include neighborhood areas or zones for cost analysis.

City increased the water and sewer fees per month in order to save approximately $200,000 for depreciation per year. This effort was meant to satisfy USDA and not wholly intended for true depreciation purposes.

What about the meters? We need cold temperature meters. What type of meters do they have in Fairbanks and Barrow? We have an ordinance that requires City to charge per gallon for water, but meters have not been reliable to start the billing.

This study is important for the Institutional Corridor project so that we know how much it will cost to serve corridor users after the new infrastructure is installed. We do not want the cost of the corridor project put on the backs of Bethel residents. We need to know if the project is justified.

Developers in the Lower 48 pay high fees to cities and counties to make sure the cost of water and sewer development is covered.

Document Comments
Add: 1) Rate Study, and 2) Determine cost/rate by location (e.g., neighborhoods/zones).

Public Works Committee
Meeting Date/time/location: May 16, 2012, 6:30 pm, Public Works Building Meeting Room

General Comments
One member's hope is that all rates will be equalized, prorated, made the same, such that when any cost-saving measure is implemented, the savings translate across the board, for all rate-payers.

Concern expressed that a projected cost analysis on the cost to deliver water and sewer services to Institutional Corridor (IC) constituents based on a feasibility study will result in estimates that are too far from reality, too sketchy. Committee felt that only the current cost to deliver services to the institutional corridor users was sufficient and that this segment does not necessarily have to be broken out as its own area, but could be included in a larger area. The current costs for the institutional corridor project should be able to give us a go/no go decision on the corridor project. A separate study should be undertaken specific to the institutional corridor project that covers future cost projections and its design. The IC study could be part of design and funded by external sources (e.g., Municipal Loan/Grant Program).

All funding sources should be considered for the Institutional Corridor project, not just the Municipal Loan/Grant program. All of the IC players will have funding ideas and might have access to funding streams not available to the City as an entity. Potential funding mechanisms should be identified soon in order to know if the City should apply for a loan/grant from the Municipal Loan/Grant Program by September 30, 2012.

Document Comments
Include the number of piped households in ASHA Housing Area as a separate figure to the 431 total piped households. Study needs to figure out the cost for water and sewer services for different areas of town (geographic differences).

The RFP should not contain a rate study as part of the scope of work. One committee members said, "We don't care how other communities charge; we can determine our own rates, once we know how much it costs." The rate study is not only unnecessary, but it adds cost and time required to the final report.

RFP should determine the "cost per mile" for trucks to deliver services and the cost per mile or other distance measure for piped services.

The cost to replace the entire piped and pump system should be included (depreciation). The cost to replace trucks should be included.

Finance Committee
Meeting Date/time/location: May 24, 2012, 6:45 pm, City Hall Council Chambers (No quorum)
Meeting Date/time/location: June 4, 2012, 6:45 pm, City Hall Council Chambers (No quorum).
Individual feedback provided.

General Comments
It is a two-step process, perform the cost analysis and then the rate study. The recommended rate structure in the report could be modified by us.

The water and sewer utilities enterprise fund will never operate at break-even; it will always have to be subsidized. If the rate-payers were forced to cover all of the costs associated with the City's water and sewer utilities service, people would leave town in record numbers.

Ultimately, we need water districts established in this town with separate rates for each district depending on the cost for water in that district.

The Finance Department is capable of identifying and calculating most of the costs to deliver water and sewer services. The Finance Department will be adding another employee July 1, 2012 who could help with this project. The Department will end up working closely with the consultants to provide data from the Caselle accounting software program.

Mixed sentiment expressed on whether to include the institutional corridor cost analysis as a subcomponent of city-wide cost analysis. One member felt that the institutions ought to pay for and conduct the study, not the City. Another member felt that the institutional corridor project cost analysis should be included herein, but acknowledged that it would raise the cost and require more time to complete the study. The cost to complete the work in this RFP might be in excess of $140,000.

Document Comments
Change wording of RFP such that "households/businesses" appears the same each time or use the word, "households" to mean "households/businesses" if indicated at beginning of the document.

The RFP should contain a rate study. A rate study is the next step after the cost analysis is completed.

The RFP should contain language that allows us to find out how many gallons of water are actually being delivered to households/businesses. A sample of deliveries could be reviewed and estimates made on the total amount of water delivered. This is part of the cost and will help us evaluate our rate structure.

Summary of Committee/Commission Feedback

Include

- Cost analysis related to geographic differences in Bethel. Could be neighborhoods or zones. Logical grouping of households into areas related to costs.
- The cost to replace the entire piped and pump system should be included (depreciation). The cost to replace trucks should be included.
- RFP should determine the "cost per mile" for trucks to deliver services and the cost per mile or other distance measure for piped services.
- Include the number of piped households in ASHA Housing Area as a separate figure in Background Section.
- Ask that consultants estimate the amount of water delivered to each household (through sampling) and make this information available in the report and use it in the cost analysis.

Exclude

No items were identified by any of the three committees for exclusion.

Different Opinions

Committee/Commission Differences of Opinion		
	Yes	**No**
Include Rate Study	Planning Commission/Individual Finance Committee Members (2)	Public Works Committee
Institutional Corridor facilities evaluated as a subcomponent of city-wide cost analysis.	Planning Commission/Individual Finance Committee Member (1)	Public Works Committee/ Individual Finance Committee Member (1)
Estimate what Institutional Corridor costs will be for City AFTER institutional corridor project is completed.	Planning Commission/Individual Finance Committee Member (1)	Public Works Committee/ Individual Finance Committee Member (1)

Questions to be Answered:

1. Could there be different area designations for water costs and different areas defined for sewer costs or should RFP require consultants to define areas that include both water and sewer costs? In other words, do we have consultants force water and sewer costs into a defined area as one utility or should each utility be considered separately by area?

CITY OF BETHEL
BETHEL, ALASKA

REQUEST FOR PROPOSALS

FOR COST ANALYSIS OF THE CITY OF BETHEL'S WATER AND SEWER UTILITIES

Proposals will be accepted from June 12, 2012 to July 12, 2012

Opening Date:	**Friday, July 12, 2012**
Opening Time:	**4:00 pm**
Opening Place:	**City of Bethel Public Works Building 1155 Ridgecrest Drive Bethel, Alaska 99559**

DRAFT

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REQUEST FOR PROPOSALS

FOR COST ANALYSIS OF THE CITY OF BETHEL'S

WATER AND SEWER UTILITIES

1. INTRODUCTION

The City of Bethel ("City") is soliciting proposals to perform a comprehensive cost analysis of the water and sewer utilities owned and operated by the City of Bethel. The cost analysis should include all relevant costs for current operations of the City's hauled and piped systems, a discussion of near-term (within 5 years) water and sewer development projects, and the impact they will have on the cost of operations.

The cost analysis will include a subcomponent that separates and targets facilities in the Institutional Corridor, a .8 mile stretch along Chief Eddie Hoffman Highway that begins near the Alaska State Fish and Wildlife facility and ends at the Public Health Service building. See Institutional Corridor Water System Feasibility Study (March 8, 2010) on the City of Bethel website (www.cityofbethel.org) by following the Planning Department link on the left of the screen and then scroll down and click on *Water_System_Feasibility_Study.pdf.*

The final report should contain recommendations for the City that will help it save money, operate more effectively and efficiently, and design and construct water and sewer infrastructure projects responsibly in the best short-and long-term interest of the City and community.

2. BACKGROUND

The City has approximately 1,292 hauled and 431 piped water and sewer customers in its database as of May 4, 2012. The City also has a record of vacancies, customers who subscribed to water and sewer service at one time and discontinued service for one reason or another. By keeping track of vacancies, the City can facilitate reconnection of service when directed by customers and keep in mind the total potential market.

The water and sewer trucks are stored nightly in the Public Works building ("City Shop"). Water truck drivers begin work at 7:00 am and deliver water to households on assigned routes on specified days of the week, Monday through Saturday. Drivers begin each day with a full truck of water and fill up as needed at one of the City's water treatment plants. Water truck capacity is 3,500 gallons.

Sewer truck drivers begin each work day at 7:00 am and evacuate raw sewage from household storage tanks on assigned routes on specified days of the week, Monday through Saturday. When full, the drivers deposit the truck contents to the sewage lagoon, located on Ridgecrest Drive, north of the City Shop. Sewage truck capacity is 3,500 gallons.

The City owns and operates ten water trucks and seven sewer evacuation trucks, Services are provided Monday through Saturday with occasional emergency service provided on Sundays.

The Bethel Municipal Code contains ordinances governing the water and sewer utilities. See Chapter 13.16.020 to 13.16.090 in the code located on the City's website (www.cityofbethel.org). Use the Advanced Search tool on the left side of the screen to facilitate access to Code sections of interest.

The Bethel Municipal Code requires every household to subscribe to City sewer services. As of May 2, 2012, there were 101 households out of compliance with this ordinance. The two-person Planning Department monitors those in non-compliance and is responsible for code enforcement. The Planner estimates he spends approximately 12 hours a month on water and sewer code enforcement and his assistant spends 15 hours a month.

The City has two water treatment plants from which it fills its trucks for water delivery and from which it distributes water by pipe to households. Table 1 below highlights some characteristics of each water treatment plant:

Table 1
Water Treatment Plants
Operated by City of Bethel

Water Treatment Plant	Avg. Gallons of Water Produced/Month	Number of Full-time Employees	Water Dispensing Unit for Public Self-Serve	Operator Level Require ment	Number of Wells
City Subdivision	3,500,000	2	None	2	1
Bethel Heights	3,500,000	1	One - $.75 for 25 gallons	2	2

One sewer lagoon consisting of two cells receives sewage deposits seven days per week, by pipe and truck. The City discharges millions of gallons from the lagoon in June and October every year to prevent the cells from overflowing or the lagoon walls from breaching.

The Bethel Community has a small population (6,080) with 42% of residents in the low-to-moderate income bracket. Bethel has 35 miles of road in the 44 square mile city limits. As a hub community, there is a fairly high transient population and a lot of intra-city relocations contributing to 30 connection and/or disconnection requests to the City each month for water and sewer services.

City subdivision located in the center of Bethel has 157 meters installed by the City to measure the amount of water usage at each household. Problems with the meters since installation several years ago have prevented the City from implementing a meter-based water rate.

3. GOAL AND PURPOSE

The goal of this cost analysis is to determine the cost to produce and sell water and the cost to evacuate raw sewage to and from households in Bethel. The City plans to use the results of the study to make management decisions governing water and sewer utilities, including implementation of cost-saving measures, the determination of rates, what capital improvements to make, and as a tool to assess future development impacts.

4. SCOPE OF SERVICES

The firm hired under the contract related to this RFP will perform a comprehensive cost analysis of the water and sewer utilities owned and operated by the City of Bethel. The cost analysis for the water utility will include all costs involved in the City producing and storing water at both of its water treatment plants, the cost to haul water to households/businesses ("households") in Bethel, and the cost to pipe water to households. The cost analysis for the sewer utility will include the cost to evacuate sewage from households and haul and deposit it to the lagoon, and the cost to pipe it from households to the lagoon. All lagoon management costs should be included (e.g., testing of effluent, berm maintenance).

A component of the study will be a detailed cost analysis of the planned water and sewer service to be provided to properties along the *institutional corridor*, a .8 mile stretch along Chief Eddie Hoffman Highway that begins near the Alaska State Fish and Wildlife facility and ends at the Public Health Service building. See Institutional Corridor Water System Feasibility Study (March 8, 2010) on the City of Bethel website (www.cityofbethel.org) by following the *Planning Department* link on the left of the screen and then scroll down and click on *Water_System_Feasibility_Study.pdf.* The cost analysis should determine the cost for the City to deliver water and sewer services now and estimate the cost to the City for delivering services after the institutional corridor water pipe project is completed (circa 2015).

Thus far, the City has only completed the feasibility study for the institutional corridor project, so it remains the best source of information about this portion of the study.

The consultant hired is expected to have a depth of knowledge to know which costs should be included and which costs should not be included in the analysis. All costs, calculations, and estimates should be clearly itemized and explained in the report.

Proposals will describe how a fixed and variable cost component will be determined for each facet of the water utility and each facet of the sewer utility. The selected Consultant shall provide a separate financial model (in Microsoft Excel format) for each utility that allows the City to factor in future adjustments and variables when using the spreadsheet for management purposes.

Deliverables

The firm shall provide the City Administration and City Council members at least two weeks for comments on each of three phases of plan development: 35%, 65%, and 95%. The firm can be working on succeeding phases while the City is in each two-week feedback period. The City Manager will have the final say on edits and revisions based on feedback.

The City requires five (5) bound copies of the final report plus one unbound reproducible copy by December 15, 2012. An electronic file must also be delivered of the report in MS Word format along with all spreadsheets related to the engagement in MS Excel format.

Presentation
The successful firm is expected to present the final report to the City Council on-site at a regularly scheduled Bethel City Council meeting. The Council meets the second and fourth Tuesday of each month at 6:30 pm. All handouts, slide shows, and other media for the presentation must be sent to the City Clerk by email at (lstrickler@cityofbethel.net) one week in advance of the council meeting.

City Responsibility
The City of Bethel will:

1. Furnish all reasonably available records and information, including financial reports, budgets, debt and consumption data.
2. Allow consultant access to water and sewer utility foremen, utility maintenance crew, drivers, and water plant operators and other City personnel, as needed.
3. Provide work space in the City Hall breakroom to consultants who desire to work in Bethel for one or more days during the performance period. The breakroom has a table, chairs, electrical outlets, and open wireless internet access. The consultant is required to provide laptops, office equipment and other office materials.

5. REVIEW OF BACKGROUND INFORMATION

The following information is available for review by consultants planning to respond to this RFP:

- **Bethel Water and Sewer Facilities Master Plan Update** (April 2005) by CRW Engineering Group, LLC. The document is 2.25 inches thick and may contain 750 pages.
  - See copy on the City's website: www.cityofbethel.org > City Departments > Planning Department > [Five parts of document in list of documents available for download]. Size of the file might preclude upload of this document.
- **Institutional Corridor Water System Feasibility Study** (March 8, 2010)
  - See copy on the City's website (www.cityofbethel.org) by following the *Planning Department* link on the left of the screen and then scroll down and click on *Water_System_Feasibility_Study.pdf.*

Please contact Chuck Willert, Public Works Director, by calling (907) 543-3110 or sending an email to (cwillert@cityofbethel.net) for answers to questions about the City's water and sewer programs or projects.

6. PROPOSAL FORMAT

The proposal shall include the following information in any order:

1. **Cover/Transmittal Letter** - Letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. Cover letter should state the respondent's understanding of the cost analysis and summarize the plan of work described in the proposal.

2. **Scope of Work** – Identify major steps to be taken or tasks to be completed. Describe the work plan that will be used to complete the tasks, associated timeline for task completion, and a budget (cost).

3. **Personnel Responsible** - List the Principal-in-Charge, Engineer, and key project staff who will be directly involved in this project. Include a concise statement of qualifications and experience of each person together with the hours that each is committed to the project. Mention subcontractors, their key personnel, and their expected hours to be committed to the project. A project organizational chart of key personnel should be included with anticipated hours committed to the project for each individual.

   Provide resumes of no more than four (4) key members of the project team and no more than four (4) key members of each subcontractor who will work on this project. Each resume shall be a maximum of two (2) pages in length.

4. **Project Management** - Describe how the project tasks and the budget will be planned and controlled.

5. **Fees** - The firm shall prepare an estimated fee for the contract work as described in the Scope of Work. The cost estimate shall be broken down by task, hours per task, and personnel classifications per hour (e.g., Principal, Senior Engineer, Staff Engineer). The contract to be signed relative to this RFP shall provide for payment for each task/phase of work on a not-to-exceed amount.

   Per Bethel Municipal Code Section 4.20.090E, "...any local business submitting a PROPOSAL shall receive a five percent (5%) preference in determining the lowest responsible and responsive proposer." Application of this ordinance means that a local proposer can submit a bid price 5% higher than the lowest bid price received and be considered equal to the lowest bidder in that point category. See Bethel Municipal Code on the City's website (cityofbethel.org) under City Clerk menu item.

7. SCHEDULE TO SELECT PROPOSALS

Issue RFP	June 12, 2012
Deadline for City to Receive Proposals	July 12, 2012
City evaluates proposals	July 13-18, 2012
City selects consultant and finalizes contract terms	July 20, 2012
Consultant completes cost analysis	July 25, 2012 – December 15, 2012

8. PROPOSAL SUBMITTALS

Pages in the proposal shall be 8.5" x 11" typed (word processed) and with the maximum number of pages of proposal information (excepting cover sheet, to be limited to twenty (20) pages.

Mail / Private Carrier Option
Proposal package should be clearly marked with the consultant's name and the description "Proposal to Conduct Water and Sewer Cost Analysis." Send or arrange with a private carrier to send one original proposal and two copies to:

Mailing Address:
Chuck Willert, Public Works Director
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Physical Address:
City Shop
1155 Ridgecrest Drive
Bethel, AK 99559

Personal Delivery Option
The consultant shall submit one original, unbound proposal and two copies in a sealed box or envelope clearly marked with the consultant's name and the description "Proposal to Update Water and Sewer Facilities Master Plan." The proposals shall be received in the City Public Works Director's office by the time and at the location noted on the cover sheet of this RFP. The City Public Works office is on the second floor of the City Public Works building or "City Shop" at 1155 Ridgecrest Drive in Bethel, Alaska.

Email and Fax Option
Proposal packages may be in MS Word format or PDF format and sent to Chuck Willert by email at (cwillert@cityofbethel.net) or by fax: 907-543-3366. The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City will send an email to the responder to confirm receipt of the proposal materials submitted.

The City reserves the right to reject at its sole discretion proposals received after the stated due date and time. The City has the right to waive minor irregularities for any proposal received.

Questions or comments on this RFP may be directed to: Chuck Willert, Public Works Director, by calling 907-543-3110 or by emailing cwillert@cityofbethel.net. Clarification offered by the City to one consultant may be distributed to all known participants at the City's discretion.

9. EVALUATION CRITERIA

The Review Committee made up of Public Works personnel will evaluate the proposals using a scoring matrix based on the items listed in this section. The committee will recommend the top ranked consultant to the City Manager for final selection. The City will then enter into negotiations to clarify terms for a prospective agreement with the selected consultant. The Public Works Director or City designee reserves the right to negotiate with the next highest ranked consultant if the two parties cannot agree on all contract terms. The final, negotiated agreement shall be approved and signed by the City Manager.

The following criteria will be used by the Review Committee to assist in the ranking of each proposal:

Capability - 35 points

a) Project Manager Experience - the length and quality of experience of the person named in the proposal as the Consultant's project manager. The experience does not necessarily have to be with the same firm, but experience with similar projects in Alaska is strongly preferred.
b) Company Experience and Understanding of the Project - the length and quality of experience of the company doing similar work. Sample projects with references should be provided. Rural Alaska experience preferred.
c) Team Quality - the length and quality of experience of the team members, including subcontractors, who have been selected by the consultant to work on this particular project. Detailed resumes of key team members should be provided.

Methodology - 25 points

a) Quality of Proposal – Proposal contains all required components, is easy to read, logical, reasonable, and thorough.
b) Work Plan – Methodology described in Scope of Work is appropriate to accomplish the goals of this cost analysis and scope of work, as described; identify costs to be considered, list sources of information for data collection; describe data collection methods; explain computer models, if applicable.
c) Schedule – Detailed timeline of deliverables to the City, including time for City feedback to consultant and revision of documents, public and stakeholder meetings (if any), and required Bethel City Council presentation at a regular Tuesday meeting (2nd and 4th Tuesday of each month, beginning at 6:30 pm, in Bethel). Final Plan must be delivered to the City of Bethel by December 15, 2012.

Historical Performance - 20 points

a) Fees and Personnel - Past performance of consultant and project team with the City or with other clients where City experience is insufficient, in being able to complete the projects within fee estimates and by using the same personnel as originally proposed.
b) Keeping to Schedule - Past performance of consultant and project team in completing projects on-time and within budget with the City, or with other clients where City experience is insufficient.

Budget (Consultant Fees) - 20 points

a) Consultant's budget score is the proportion of the consultant's total proposed price relative to the lowest price proposed multiplied by total points available. See formula below:

$$\frac{\text{Lowest Proposed Price (from all proposals submitted)}}{\text{Consultant's Proposed Price}} \times 20$$

10. DEFINITIOINS

"Sewer Facilities" means all interceptors, pressure pumps, valves, sumps, heating and electrical facilities, manholes, guards and other features required for an operating, piped sewage collection system.

"Water facilities" means all water mains, water connections, pumps, valves, fire hydrants, heating and electrical facilities, storage tanks and other parts of the city or a community water system.

11. STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the scope of services shall use the City of Bethel's consulting and professional services contract as a foundation for negotiations. A copy of this agreement is attached as Attachment B. By submitting a proposal for the work, the consultant agrees to utilize the City standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

Contract Terms

The City will not accept change orders from the consultant to the contract for professional services. The City reserves its right to change the scope during the contract period and negotiate the change with the consultant.

The consultant shall complete and distribute all final copies of the Cost Analysis for the City's water and sewer utilities by December 15, 2012. While time is of the essence for this project, the City requires a high-quality product as a result of this effort.

While the City of Bethel encourages the contractor to hire locals to complete the project, the "force accounting" method requiring local-hire will NOT be acceptable for this project. The

hiring of employees and arrangements with subcontractors will be the consultant firm's responsibility.

12. ATTACHMENTS

City of Bethel Request for Proposals General Conditions	Exhibit "A"
City of Bethel Consulting and Professional Services Contract	Exhibit "B"

Exhibit A

CITY OF BETHEL REQUEST FOR PROPOSALS
GENERAL CONDITIONS

1. Public Information
   All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to the City. Confidential data, if identified as such, will be held in confidence upon request, if the request is made as part of the proposal and if the City Attorney determines that the data meets the requirements of the Alaska Public Records Act.

2. RFP Addenda
   The City of Bethel reserves the right to amend, alter, or revoke this RFP in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers.

3. Proposal Preparation Costs
   All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the Proposer.

4. Withdrawal of Proposal
   Any Proposer may withdraw his or her proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to the Public Works Director.

5. Right to Reject Proposals
   The City reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

Exhibit B

CITY OF BETHEL CONSULTING AND PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made at Bethel, Alaska, by and between the City of Bethel ("City"), a municipal corporation, and _____ ("Consultant") for the purpose of completing a cost analysis of the City's water and sewer utilities.

WHEREAS, City does not have sufficient personnel to perform the services required herein thereby necessitating this Contract for consulting and professional services.

NOW, THEREFORE, the Parties covenant and agree, for good consideration hereby acknowledged, to the following provisions:

SECTION 1: CONSULTANT SERVICES

Subject to the terms and conditions set forth in this Contract, Consultant shall provide to City the services described in Scope of Work in the Request for Proposals and proposal submitted by Consultant. Consultant shall provide the services at the time, place and in the manner specified in proposal or negotiated and included as part of this contract.

SECTION 2: COMPENSATION AND REIMBURSEMENT OF COSTS

A. City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth herein in a total amount not to exceed _____ ($___). This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Contract.

B. Consultant shall submit monthly invoices to City for work completed by the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.

C. All correct, complete and undisputed invoices sent by Consultant to City shall be paid by the City within 30 days.

SECTION 3: TERM AND TERMINATION

A. Consultant shall commence work on or about _____ and complete said work no later than _____. Time is of the essence.

B. If Consultant fails to perform its duties to the satisfaction of City, or if consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then City

shall have the right to terminate this Contract effective immediately upon City giving written notice to Consultant.

C. Either Party may terminate this Contract without cause by providing notice thirty (30) calendar days in advance. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Consultant's sole right to terminate shall be limited to termination for cause.

D. In the event that City gives notice of termination, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Consultant pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.

E. In the event that City terminates the Contract, City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Consultant.

F. In no event shall the termination of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4: MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

A. City shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant, provide labor and safety equipment as required by Consultant for such access.

B. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Consultant to practice its profession.

C. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Consultant performs under this Contract; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the

professional standards applicable to such services. The sole interest of City is to insure that services are rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to state and federal governments which would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose relating to Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit. No party shall be the agent of, or have a right or power to bind, the other Party without its express written consent.

D. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.

E. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City shall determine to be necessary.

F. Consultant, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.

H. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the Consultant's profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.

I. Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by City to Consultant that is used by Consultant in providing its services under this Contract. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications and other work product created by Consultant in providing services hereunder. Any use of such work product that includes proprietary information shall not identify City; nor shall the manner of such use have the effect of identifying City.

J. All completed reports and other data or documents, or computer media including CDs, and other materials provided or prepared by Consultant in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant. City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except use by City on those portions of the project for which such items were prepared.

K. Consultant, including its employees, agents, and sub-consultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of laws and regulations relating to conflicts of interest.

SECTION 5: INSURANCE

A. Unless modified in writing by City Manager, Consultant shall maintain the following noted insurance during the duration of the Contract:

Coverage	Required
Commercial General Liability	X
Comprehensive Vehicle Liability	X
Workers' Compensation and Employers' Liability	X
Professional Liability (Errors and Omissions)	X

B. Coverage shall be at least as broad as:

1. Commercial General Liability Insurance, in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury, personal injury and property damage;

2. Comprehensive Automobile Liability Insurance, which provides for total limits of not less than $1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;

3. Statutory Workers' Compensation required by the State of Alaska and Employers' Liability Insurance in an amount not less than $1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of the City, its elected officials, officers, employees, agents and volunteers;

4. Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant's profession, against loss due to error or omission or malpractice in an amount not less than $1,000,000. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. The General Liability and Automobile Liability policies are to contain or be endorsed to contain the following provisions:

1. City, its elected officials, officers, employees, agents and volunteers are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Consultant; premises owned, leased or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.

2. The insurance coverage of Consultant shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

3. Coverage shall state that the insurance of Consultant shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City. In addition, Consultant agrees that it shall not

reduce its coverage or limits on any such policy except after thirty (30) days' prior written notice has been given to City.

E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.

F. Consultant shall designate the City of Bethel as a Certificate Holder of the insurance. Consultant shall furnish City with certificates of insurance and original endorsements effecting the coverage required by this clause. Certificates and endorsements shall be furnished to: Chuck Willert, Public Works Director, City of Bethel, P.O. Box 1388, Bethel, Alaska 99559. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved prior to the commencement of contracted services. The City may withhold payments to Consultant if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.

G. The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including, without limitation, provisions concerning indemnification.

H. If any policy of insurance required by this Section is a "claims made" policy, Consultant shall keep said insurance in effect for a period of twenty-four (24) months after the termination of this Contract.

I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Consultant shall immediately notify City Manager by telephone at (907) 543-1373 or cell phone at 907-545-1373. No later than three (3) calendar days after the event, Consultant shall submit a written report to the City Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Consultant's insurance company; and 4) a detailed description of the damage and whether any City personnel or property was involved.

SECTION 6: INDEMNIFICATION AND HOLD HARMLESS

A. Consultant shall defend, indemnify and hold harmless City, its elected officials, officers, employees, agents and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligent performance of this Contract by Consultant, whether or not caused in part by passive negligence of the Party

indemnified hereunder. Consultant will conduct all defenses at its sole cost and expense and City shall have the right to approve or disapprove Consultant's legal counsel. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this obligation.

B. Consultant shall also defend, indemnify and hold harmless City for any adverse determination made by the Internal Revenue Service or any State of Alaska taxing or regulatory agency and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments or any other legally mandated payment.

C. The obligation to defend, indemnify and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.

SECTION 7: CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

A. This Contract shall be deemed to have been entered into in Bethel, Alaska. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Contract shall be filed in the Bethel Superior Court. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys fees.

B. This document, the proposal selected for contract, and the Request for Proposals comprise the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by writing signed by City and Consultant. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.

C. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

D. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this

Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

E. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter shall not apply.

F. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Consultant.

SECTION 8: SURVIVAL

The provisions set forth in Sections 5 and 6 of this Contract shall survive termination of the Contract.

SECTION 9: COMPLIANCE WITH LAWS - NONDISCRIMINATION

A. Consultant shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 10: REPRESENTATIVES

A. City's representative for this Contract is Chuck Willert, Public Works Director, telephone number (907) 543-3110, fax number (907) 543-3366. All of Consultant's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.

B. Consultant's representative for this Contract is _____, telephone number _____ fax number _____. All of City's questions pertaining to this Contract shall be referred to the above-named person.

C. The representatives set forth herein shall have authority to give all notices required herein. Amendments to this Contract shall be executed as required by the Bethel Municipal Code and the granting agencies.

SECTION 11: NOTICES

A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, email, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City:
Chuck Willert, Public Works Director
P.O. Box 1388
Bethel, Alaska 99559
907- 543-3110

To Consultant:
.....
.....
.....
.....

B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.

C. Notice shall be deemed effective upon: I) delivery in person or 2) 48 hours after an email or fax has been sent.

SECTION 12: AUTHORITY TO CONTRACT

Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.

SECTION 13: DATE OF CONTRACT

The effective date of this Contract shall be the latest date it is signed.

IN WITNESS WHEREOF, City and Consultant have executed this Contract on the days and year set forth below:

CITY OF BETHEL,
A Municipal Corporation

_____ **Dated:** _____**, 2012**
By: Lee M. Foley
City Manager

CONSULTANT

By:_____ **Dated:** _____**, 2012**

Title: _____

Tax ID No.:_____

Attachments: Exhibit A: Request for Proposals
Exhibit B: Consultant's Proposal Submitted and Selected for Award

CITY OF
BETHEL

Larae Sullivan< lsullivan@cityofbethel.net>

Fwd: FW: USDA Construction grant

2 messages

Bobby Sutton< bsutton@cityofbethel.net> Wed, Jun 6, 2012 at 2:42 PM
To: Larae Sullivan <lsullivan@cityofbethel.net>

---------- Forwarded message ----------
From: **Deardorff, Tasha - RD, Anchorage, AK** <tasha.deardorff@ak.usda.gov>
Date: Wed, Jun 6, 2012 at 12:45 PM
Subject: FW: USDA Construction grant
To: Lee Foley <lfoley@cityofbethel.net>, "bsutton@cityofbethel.net" <bsutton@cityofbethel.net>, John Sargent <jsargent@cityofbethel.net>

Hi all,

Here is the correspondence regarding what is required for closeout. If you have questions, please let me know.

Tasha Deardorff

RAVG Program Manager

510 L Street, Suite 410

Anchorage, Alaska 99501

Phone - (907) 271-2424 Extension 118

Fax- (907) 271-4679

From: Deardorff, Tasha - RD, Anchorage, AK
Sent: Thursday, May 10, 2012 3:48 PM
To: 'bsutton@cityofbethel.net'
Subject: FW: USDA Construction grant

Hi Bobby,

Here is the closeout emails.

Tasha Deardorff

RAVG Program Manager

510 L Street, Suite 410

Anchorage, Alaska 99501

Phone - (907) 271-2424 Extension 118

Fax- (907) 271-4679

From: Deardorff, Tasha - RD, Anchorage, AK
Sent: Tuesday, April 17, 2012 3:11 PM
To: 'Tom.Wolf@CH2M.com'
Subject: FW: USDA Construction grant

Tasha Deardorff

RAVG Program Manager

510 L Street, Suite 410

Anchorage, Alaska 99501

Phone - (907) 271-2424 Extension 118

Fax- (907) 271-4679

From: Deardorff, Tasha - RD, Anchorage, AK
Sent: Friday, March 23, 2012 8:16 AM
To: 'John Sargent'
Cc: William (Bill) Arnold; Krug, Timothy - RD, Palmer, AK; 'Tom.Wolf@CH2M.com'; 'Bobby Sutton'
Subject: RE: USDA Construction grant

Hi John,

The August 3, 2009 letter of conditions detailed a list of what the City of Bethel must provide in the final report. The list is located on page 13 of that document. Please take a look and let me know if you have any questions.

The attached form should be completed as the acceptance of the construction work, and a statement that construction was completed in accordance with design concepts. It also indicates that concurrence on the work completed under the construction contract documents (Eddie's Electric – Eddie will need to sign). The report should also document that the City of Bethel concurs that the final inspection punch list items have been corrected. (this is the signature on the two sections on the bottom half of the first page)

Attached is also a checklist of what CH2MHill, as the engineer, must provide.

Once all these documents are received, the city will need to submit a final payment request (indicate on SF 270).

As a reminder, a vulnerability assessment and emergency response plan must be completed within one year. See page 9 of the letter conditions.

Has a final inspection actually been scheduled? Please let me know. It may be possible that RD will send someone out.

Thanks.

Tasha Deardorff

RAVG Program Manager

510 L Street, Suite 410

Anchorage, Alaska 99501

Phone - (907) 271-2424 Extension 118

Fax- (907) 271-4679

From: John Sargent [mailto:jsargent@cityofbethel.net]
Sent: Thursday, March 22, 2012 2:44 PM
To: Deardorff, Tasha - RD, Anchorage, AK
Cc: William (Bill) Arnold
Subject: USDA Construction grant

Tasha, did you send us a letter yet telling us what we have to do to close out our USDA construction grant? Please let us know what to do to close out the grant. Bill Arnold is ready to close it out. I think the project is complete.

--

John Sargent

Grant Manager

City of Bethel

PO Box 1388

Bethel, AK 99559

907-543-1386

jsargent@cityofbethel.net

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--

Bobby Sutton
Finance Director
City of Bethel, Alaska
P.O. Box 1388
Bethel, AK 99559
bsutton@cityofbethel.net
Phone: (907) 543-1376
Cell: (907) 545-0115
Fax: (907) 543-3817

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2 attachments

RD1924-12.pdf
102K

Engineer closeout checklist.pdf
64K

Bobby Sutton< bsutton@cityofbethel.net> Wed, Jun 6, 2012 at 2:42 PM
To: Larae Sullivan <lsullivan@cityofbethel.net>

[Quoted text hidden]

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2 attachments

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102K

Engineer closeout checklist.pdf
64K

USDA
Form RD 1924-12
(Rev. 1-00)

INSPECTION REPORT

FORM APPROVED
OMB No. 0575-0042

STATE _____

FOR _____ COUNTY _____

ADDRESS _____

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE

PERIODIC INSPECTION

Date & No. of previous inspection: _____

This inspection is Number _____

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

_____

(See attached sheets for additional comments)

DATE _____ SIGNED _____

Indicate whether: ☐ *Agency Representative, or* ☐ *Contractor*

FINAL INSPECTION

I CERTIFY that I have inspected for the purposes set forth in 7 C.F.R. 1924 subpart A and 7 C.F.R. 1942 subpart A, the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. Health Department approval has been given the water and waste disposal system

on (date) _____ Builder's Warranty is dated _____

DATE _____ SIGNED _____

USDA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE _____ SIGNED _____

Borrower

DATE _____ SIGNED _____

Builder (Optional)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

POSITION 6

GUIDE FOR INSPECTION OF CONSTRUCTION OF DWELLINGS AND BUILDINGS

Notices, Labor and Occupancy Observations.

☐ Yes ☐ NO _ The required posters displayed?

☐ Yes ☐ NO _ The facilities segregated?

☐ Yes ☐ NO _ Amy evidence of employment discrimination?

GENERAL. - Drainage conditions. Location of buildings with respect to property lines: Other buildings, water supply, sewage disposal, utilities, etc. Protection of materials on site.

EXCAVATION. - Earth bearing. Footing depths. Frost lines. Grades specified.

CONCRETE AND MASONRY. - Concrete mix or strength, forms, placing. Mortar mix. Width and depth of footings. Reinforcing steel. Stepped footings. Drain title. Concrete slabs on ground: Bed under slabs, wire mesh, slab thickness, finish. Termite protection. Foundation wall and pier alignment. Anchorage preparation. Dampproofing. Waterproofing. Exterior masonry: Lintels, wall thickness, height, parging, furring, wall vents, basement windows, termite protection, Masonry veneer: Lintels, thickness, airspace, flashing, felt, bonding, weepholes. Interior masonry wall: Thickness, lintels. All masonry walls: Joints, tooling, pointing, flashing, prevention of mortar stains, cleaning, Masonry chimney and fireplaces: Flues, size of flues, height above ridge, thimble, chimney cap, smoke cap, smoke chambers, firebrick, hearth. Basementless areas: Clearance below joist, positive drainage.

CARPENTRY MATERIALS. - Species and grade of lumber, moisture content. Shims. Preservatives.

FRAMING. - Fire stopping. Framing at chimney. Columns. Posts. Anchorage and moisture protection. Girders. Floor joists, double joists. Headers and trimmers. Subflooring. Ceiling joists. Roof pitch. Roof rafters. Hip and valley rafters. Collar beams. Flat roofs. Trussed roof construction. Studs, corner construction, corner bracing. Sill construction. Anchorage. Window and door openings. Plates. Wall sheathing. Roof sheathing. Termite protection.

EXTERIOR WALL FINISH. -Type of paper or felt. Lap. Fit at: Corner boards, door and window casings, drip cap, water table, sills, Nails and nailing. Miter. Corner finish. Stucco.

ROOF COVERING. - Conditions of deck, underlay, starting course, exposure, nailing.

INSULATION. - Fastening of boards. Fill (to top of walls and even distribution in ceilings).

FLASHING AND CAULKING. - Flashing at: exterior heads of openings, chimneys, intersections of roof and walls, valleys, hips, ridges. Caulking around openings

PLUMBING. - Quality of materials Workmanship. Excavation and backfill. Protection of pipes. Size of pipe. Cutting or notching. Joints and connections. Water supply lines: On solid ground below frost, shut- off valve, drain valve for entire system. Drainage system, vents and venting. Traps and clean outs. Hangers and supports. Quality and type of fixtures. Location of fixtures. Fixtures securely installed. Domestic hot water heating and storage, equipment, safety, capacity.

HEATING. - Safety, capacity. Required tests, operating and maintenance instruction. Fuel storage. Check operation.

GAS (Liquefied Petroleum). - Approval markings on tank. Tank Location. Meter installation (hung properly). Protection of exposed pipe. Leakage under pressure (smell joints). Location of shut-off valve inside building. Proper ventilation of system.

ELECTRICAL. - Location of meter. Number of circuits. Provision for future circuits. Location of outlets and switches. Power suppliers approval.

DRYWALL. - Joints, sanding, filling, taping.

GLAZING. - Quality of glass, putty, application.

LATHING AND PLASTERING. - Quality of lath, evenness, grounds, joints between work and masonry, finishing.

MISCELLANEOUS METALWORK. - Pipe rail, metal bucks, metal windows (setting, caulking and priming), painting.

MILLWORK. - Trim, cabinets, windows and doors, thresholds.

WEATHER STRIPPING. - Seal, joints (tight and smooth).

FINISH FLOORS. - Dry storage, baseboard clearance, joints, nailing, finish, protection after laying.

SCREENING. - Screen cloth, tightness, fit, operation, identification tags, paint splashes.

HARDWARE. - Materials, workmanship, operation, keys.

LIGHTING FIXTURES. - Type, bulbs (light, clean).

PAINTING AND DECORATING. - Surface preparation, washable materials, lead content, application (suitable weather), nail heads.

BACKFILLING. - Around masonry, around trees. Finish grade 8 inches below wood.

LANDSCAPING. - Planting, seeding, finish grades.

FINAL. - Cleaning up: Masonry, crawl and pipe space, pipe chases, attic, vents in walls, floors, chimney bottoms, fireplace throat, glass, hardware and fixtures. Removal of debris. Closing of floor openings around pipes. Replacement of broken windows. Operation of doors and windows.

WATER SUPPLY

Location with respect to possible sources of contamination. Shaft. Protection from contamination. Construction. Watertight casing safe distance above slab and safe distance below ground surface. Grading at top of well to drain away in all directions. Size of concrete platform. Slope of concrete platform. Pump: Type, capacity, location, protection, pollution proof, frost proof. Capacity of pressure tank.

SEWAGE DISPOSAL

Location: Slope of grade, depth of ground water, existing and future water supply. Size and slope of house sewer to septic tank. Capacity of tank. Distance of tank from foundation wall. Construction of tank, Location of disposal field (unobstructed and unshaded area). Construction of field. Minimum seepage area (determined by percolation test or recommendation of Soil Conservation Service and State Board of Health). Approval of State Board of Health.

RD 1924-12
REVERSE

CITY OF
BETHEL

Larae Sullivan< lsullivan@cityofbethel.net>

Fwd: FW: Sewer Short Lived Assets

1 message

Bobby Sutton< bsutton@cityofbethel.net> Wed, Jun 6, 2012 at 3:42 PM
To: Larae Sullivan <lsullivan@cityofbethel.net>

---------- Forwarded message ----------
From: **Deardorff, Tasha - RD, Anchorage, AK** <tasha.deardorff@ak.usda.gov>
Date: Wed, Jun 6, 2012 at 12:30 PM
Subject: FW: Sewer Short Lived Assets
To: "bsutton@cityofbethel.net" <bsutton@cityofbethel.net>
Cc: Lee Foley <lfoley@cityofbethel.net>

Tasha Deardorff

RAVG Program Manager

510 L Street, Suite 410

Anchorage, Alaska 99501

Phone - (907) 271-2424 Extension 118

Fax- (907) 271-4679

From: Ryan Cope [mailto:rcope@cityofbethel.net]
Sent: Tuesday, March 31, 2009 10:09 AM
To: Deardorff, Tasha - Palmer, AK
Cc: rcope@cityofbethel.net
Subject: Sewer Short Lived Assets

Attached, please find the short lived assets schedule for the construction application. Original will follow by mail. Let me know if you have any questions!

Ryan John Cope

Assistant Finance Director

City of Bethel

Ph. (907) 543-1375

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--
Bobby Sutton
Finance Director
City of Bethel, Alaska
P.O. Box 1388
Bethel, AK 99559
bsutton@cityofbethel.net
Phone: (907) 543-1376
Cell: (907) 545-0115
Fax: (907) 543-3817

Short_Lived_Assets City ofBethel.xls
25K

SHORT LIVED ASSETS LISTING & REPLACEMENT COST

CITY OF BETHEL, ALASKA **30-Mar-09**

FIVE YEAR REPLACEMENT ASSETS

SEWAGE	Size	Number	Cost	Total
Lift Station Submersible Pumps	2 HP	222	$2,500	$555,000
Lift Station Submersible Pumps	3 HP	6	$3,000	$18,000
Lift Station Submersible Pumps	4 HP	4	$3,600	$14,400
Lift Station Submersible Pumps	26 HP	3	$9,000	$27,000
Lift Station Submersible Pumps	40 HP	3	$15,000	$45,000
Effluent Pump - Lagoon (Above ground pump)	5 MGD	1	$75,000	$75,000
Lagoon Dividers	units	2	$10,000	$20,000
Lagoon Motor Boat	units	1	$12,000	$12,000
SEWER MANAGEMENT				
Computers & Software	sum	2	$1,500	$3,000
Copier/printers, large copier, large printer (partial on all)	sum	2	$1,000	$2,000
Total five year replacement budget				**$771,400**
Annual contribution	(Total/5)			$154,280

TEN YEAR REPLACEMENT ASSETS

SEWAGE	Size	Number	Cost	Total
Lift Station Level Controls	units	222	$4,000	$888,000
Sewer Dept. Service Utility Truck	units	4	$25,000	$100,000
Lift Stations Building Painting	sq.ft.	8000	$3	$24,000
Boiler (140,000 BTUs)	units	2	$5,000	$10,000
Boiler (180,000 BTUs)	units	2	$6,000	$12,000
Boiler (220,000 BTUs)	units	2	$9,000	$18,000
Glycol Heat Pump (9 stage)	units	2	$6,000	$12,000
Glycol Heat Pump (medium)	units	4	$2,600	$10,400
Total ten year replacement budget				**$1,074,400**
Annual contribution	(Total/10)			$107,440

FIFTEEN YEAR REPLACEMENT ASSETS

SEWAGE	Size	Number	Cost	Total
Valves in Lift Stations 4", 6", 8"	units	1500	$650	$975,000
Check Valves	units	300	$400	$120,000
Boom Truck	units	1	$125,000	$125,000
Combination Sewer Cleaner Truck	units	6	$120,000	$720,000
Pump House (large)	units	2	$5,000,000	$10,000,000
Pump House (medium)	units	4	$1,000,000	$4,000,000
Total fifteen year replacement budget				**$15,940,000**
Annual contribution	(Total/15)			$1,062,667
TOTAL ANNUAL CONTRIBUTION, 5, 10& 15 Yr Needs				**$1,324,387**

Final Acceptance and Closing Documents:

The project engineer will provide or will have provided the following identified documentation to Rural Development and the owner. A complete set will be provided for each:

_____1. Written certification that the project is completed in accordance with the approved plans and specifications. A copy of the engineer's letter of certification to the ALASKA Department of Environmental Conservation (ADEC) will be sufficient.

_____2. A copy of the letter of final approval for the project from the ADEC.

_____3. Record Drawings, "as-built plans", for the completed project.

_____4. A set of operator's manuals for the related equipment installed for the project.
The contractor shall provide a minimum of three sets of bound operator's and maintenance manuals, written guarantees and related documents for all the equipment installed for the contract. The documentation will, when appropriate, provide the model numbers and serial numbers of the equipment provided or installed.
The documentation will identify the subcontractors, who installed the equipment, and provide their addresses and telephone numbers.

_____5. Copies of the final water sample tests.

_____6. Copies of the successful pressure tests on the new water distribution lines.

_____7. Copies of the individual site sewer systems – ADEC submittal documentaition..

_____8. A letter specifying the date the warranty period for the contract will begin.

_____9 Final certificate for payment.

_____10. Completed "Contractor's Affidavit of Payment of Debts and Claims".

_____11. Completed "Contractor's Affidavit of Release of Liens".

Notes:

Item No. 10:

Form RD 1924-9, Contractor's Certification of Payment for all material and labor used in the performance of the contract may be used.

Item No. 11:

Form RD 1924-10, Release By Claimants", executed by all persons who furnished material and/or labor used in the performance of this contract may be used.

NEGOTIATED AGREEMENT
Between
City of Bethel, Alaska
And
Lee M. Foley

THIS AGREEMENT, by and between the City of Bethel, Alaska, a municipal corporation ("Employer"), and LEE M. FOLEY ("Employee") hereby agree and understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Employee as City Manager of the City of Bethel, Alaska ("City"), as provided by Section AS 29.20.500 of the Alaska Statutes; and

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

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

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

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

Section 1. POWERS AND DUTIES

Employer hereby agrees to employ LEE M. FOLEY as City Manager of the City to perform the functions, powers and duties specified in Section AS 29.20.500 of the Alaska Statutes, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM

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

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

C. Employee shall reside within the City Limits of Bethel.

Section 3. DURATION

This Agreement shall become effective when signed and executed and shall continue for a term of two years. The term of the Agreement may be extended only upon the mutual written agreement of both parties. If either of the two parties desire to extend Employee's employment beyond the termination date, they must notify the other party in writing of their proposal no later than three (3) months prior to the Agreement's termination.

Section 4. SALARY

For the first twelve (12) months of employment under the terms of the Agreement, Employee shall be paid a base salary of $102.295, payable in installments at the same time as other employees of the Employer. Employee's base salary shall be increased 2.5% annually on December 17.

Section 5. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the majority vote of the Council before the duration of this Agreement has expired, the Employee will be provided a lump sum payment by payroll check equal to three (3) months aggregate salary.

B. In the event Employee voluntarily resigns his position with Employer before the duration of this Agreement has expired, the Employee will assist the Employer in identifying a qualified replacement and will aid in the orderly transition of the duties and powers of the position. For purposes of this Agreement, sufficient time will be a minimum of sixty (60) calendar days, unless both parties agree in writing to a lesser time span.

Section 6. EMPLOYEE EVALUATION

A. Purpose
Evaluation of the performance of the Employee shall be directed toward improving the performance of the Employee, and include information that identifies self-improvement and positive manifestations of management and leadership.

B. Evaluation Completion Date

The Employee shall be provided a performance evaluation six (6) months following the execution of this Agreement and thereafter an annual performance review on or about June of each year during the term of this Agreement.

C. Evaluation Instrument

1. The evaluation document used by the Council shall be consistently used throughout the term of this Agreement. Factors to be considered by the Council in this process shall include leadership and management skills, administrative applications and techniques, and interpersonal relationships with Council members, City employees, general public and other business professionals.

2. The Council representative (i.e., the Mayor) will provide the Employee with a copy of the Council approved evaluation instrument within thirty (30) days prior to the start of the employee evaluation process. The Council representative (i.e., the Mayor) will further discuss the evaluation procedure with the Employee as necessary.

3. Before the Mayor provides the Employee with the evaluation instrument referred to in subparagraph C.1 above, the Council and the Employee shall meet to review the evaluation instrument, and identify recommended improvements to it and to the evaluation process.

D. Methodology

1. The Council's evaluation of the Employee will be in writing in accordance with Section 6.C above. The Employee may request one (1) additional written evaluation of his performance.

2. The Council will solicit input from the Employee that will be considered for inclusion in the Employee's evaluation.

3. Acknowledgement of content signed by both the Mayor and the Employee shall be included on each evaluation placed in the Employee's personnel file. The Employee shall be informed that he has the right to review each written evaluation prior to filling such document in his personnel file with the opportunity to comment in writing. The request to comment on his evaluation may not be used against him.

4. Any written complaint (or a copy thereof) made against the Employee by a City employee, Council member, or other person(s) which may be used in evaluating the Employee shall be provided to the Employee with the opportunity to respond in writing to the complaint.

5. Unless mutually agreed otherwise by both the Employer and Employee, no portion of a written evaluation may be made public except as allowed, or required, by law.

Section 7. HOURS/DAYS OF WORK

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

Section 8. OUTSIDE EMPLOYMENT

Outside employment and business pursuits are prohibited unless first authorized by Council. Any outside employment of business pursuits other than those authorized by Council must occur while Employee is on leave and must occur outside the regular business hours of the City unless otherwise provided herein or otherwise agreed to by the Employer.

Notwithstanding the foregoing or any authorization by Council, the Employee is authorized and allowed to perform his duties as the President of SAVE THE WOLVES FOUNDATION, INC., a self-owned, non-profit, 501 (c) (3) entity, during non-business hours, on holidays, and on personal vacation, or leave time. Employee agrees that his duties in this regard will not take precedence over any duties that may arise in the position of City Manager. Further, Employee agrees to perform the duties of the City Manager when the interests of the City require without regard to regular work hours or days or the competing needs of the Employee's outside employment or business interests.

Section 9. TELEPHONE

Employer shall provide Employee with a cellular telephone for local and domestic long distance City business usage and pay the monthly service fee and charges.

Section 10: COMPENSATED LEAVES

A. Personal Time Off (PTO)
PTO shall accrue at the rate of 24 hours per month of service. PTO can be accumulated up to a maximum accrual of 425 hours. The Employer agrees to compensate the Employee for all remaining PTO hours at the termination of this agreement.

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

C. Injury Leave

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

D. Court Leave

The Employee shall be granted leave, with pay, for jury duty, If the Employee is required to appear in court as a defendant as a result of a City matter, the Employer agrees to provide the Employee administrative leave for the court appearance(s). In the event that the Employee is found guilty in a criminal proceeding, the leave will be changed to leave without pay and appropriate salary deduction will be made.

E. Administrative Leave

The Employee may be granted administrative leave with pay by a majority vote of the Council for reasons specified, including attendance at a manager's professional conference. In any event, Employee will not be required to use accrued annual leave when the Council directs or requests him to attend any meeting or conference that is related to the duties of City Manager.

F. Uniformed Service Leave

The Employee is fully retired from the U.S. Navy and has no Reserve component time to serve. However, retired military officers from all services can be recalled to active duty by the appropriate Service Secretary when deemed appropriate. If such an event were to occur, a Uniformed Service Leave of Absence will be granted to the Employee in accordance with federal law and laws of the State of Alaska and the position of City Manager will be reclaimed by the Employee upon completion of the service time per such laws.

G. Holidays

All holidays recognized by the Employer shall be granted to the Employee with holiday pay status provided the same as regular full time and regular part-time positions of the Employer.

Section 11. BENEFITS

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

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

C. Employer agrees to purchase on behalf of Employee a whole life insurance policy in the amount of two (2) times the first annual gross salary of Employee. Employer shall pay the required premiums and Employee may name a beneficiary to receive any benefits paid.

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

Section 12. INDEMNIFICATION

A. Employee agrees to hold harmless, defend, and indemnify Employer from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any intentional or malicious act or omission by Employee during and in the scope of his position as City Manager.

B. Employer agrees to hold harmless, defend, and indemnify Employee from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any act or omission of ordinary negligence by Employee in and during the scope of his employment as City Manager, but only to the extent such as act or omission can be insured by Employer at reasonable, affordable premium costs charged by a reasonable, prudent underwriter in the normal course of purchasing municipal liability insurance coverage.

Section 13. BONDING

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

Section 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Council may consider any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Bethel Municipal Code, or any other laws.

Sections 15. REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce salary, compensation or other benefits of Employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing City employee benefits generally.

Section 16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: City of Bethel
c/o Mayor Joseph Klejka
PO Box 1388
Bethel, AK 99559

(2) EMPLOYEE: Lee M. Foley
PO Box 2748
Bethel, AK 99559

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service or as of the date of deposit of such notice in the course of transmission in the United States Postal Service.

Section 17. GENERAL PROVISIONS

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

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

C. Employer and Employee recognize the need to treat each other with respect, decorum and professionalism and will endeavor to act accordingly.

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

E. Understanding. Employee acknowledges that the Employee has read and understands the terms of this Agreement, has had the opportunity to review the same with council of his choice, and is executing this Agreement of his own free will.

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

Dated this 17th day of December, 2011

Employer:

By: _____
Joseph Klejka, Mayor
City of Bethel
12/17/11

Employee:

By: _____
Lee M. Foley
12/17/11

Modification Suggestions from the City Manager

EVALUATION CATEGORIES

- Leadership & Management – (Promoting Team effort to accomplish goals; managing City assets effectively, etc.)

- Financial Management (3 successive years of presenting balanced draft budget to the Council for consideration; improvement in annual financial audit results, etc)

- Legal Endeavors – (Settled several major legal issues resulting in recoupment of monies owed the City, etc.)

- Personnel Management – (Annual evaluations performed in a timely manner; managing HR functions; maintaining staff levels as appropriate, etc)

- Writing Ability – (Able to develop correspondence, evaluations, policies, resolutions, ordinances, that are clear, concise, and grammatically correct, etc)

- Interactions With Community Members – (Providing timely assistance with water & sewer issues; freeze-up problems; complaints, and requests)

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

City Manager: Lee Foley

Rating: 5 = Excellent; 1 = Needs improvement

Enforcement of Laws and Implementation of Policy Directives	5	4	3	2	1
Manage the City's administrative affairs according to state statutes and Bethel Municipal Code					
Comments:					
Analysis and development of policies and procedures					
Comments:					
Implement and monitor policies enacted by City Council					
Comments:					
Supervision of City administration and departments					
Comments:					
Problem solving and conflict resolution					
Comments:					
Management and valuation of cultural diversity					

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

Comments:					
Creativity, innovation and ability to change to meet needs					
Comments:					
Long range planning					
Comments:					
Development and management of real and personal property of the City					
Comments:					
SUBTOTAL OF CATEGORY:					

Appointing Authority	**5**	**4**	**3**	**2**	**1**
Serve as Personnel Officer (Director) of the City					
Comments:					
Manage Labor Relations/Employee Relations					
Comments:					

Monitor employee benefit program:					
Comments:					
Analyze human resources and technical needs and implement solutions					
Comments:					
SUBTOTAL OF CATEGORY:					

Preparation, Submission and execution of annual budget and capital improvements	**5**	**4**	**3**	**2**	**1**
Development and submission of recommended annual budget					
Comments:					
Development and submission of recommended capital improvement program budget					
Comments:					
Budget management, control and analysis					
Comments:					
SUBTOTAL OF CATEGORY:					

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

Performance of other duties assigned by law or City Council	**5**	**4**	**3**	**2**	**1**
Timeliness, quality and clarity of communications with city council					
Comments:					
Timeliness, quality and clarity of communications with the public and media					
Comments:					
Ethics, values, judgment and perceptiveness					
Comments:					
Communicates projects and project status with Council					
Comments:					
SUBTOTAL OF CATEGORY:					

Ethics and Communication	**5**	**4**	**3**	**2**	**1**
Defends principle and conviction in the face of partisan influence and pressure					
Comments:					
Maintains high standards of ethics, honesty and integrity in all matters					
Comments:					

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

Effectively communicates with staff, Council and the public					
Comments:					
Writes clearly and concisely					
Comments:					
Expresses ideas and opinions in a forthright, logical manner					
Comments:					
Remains poised and calm in difficult situations					
Comments:					
Represents the City to the public in a positive light					
Comments:					
SUBTOTAL OF CATEGORY:					

CITY OF BETHEL
CITY MANAGER EVALUATION —JUNE 12, 2012

City Manager Foley's Total Score: _____

Excellent:	130	
Very Good:	104	
Good:	78	
Satisfactory:	52	
Needs Improvement:	26	

Additional City Council comments/recommendations:

City Manager Comments:

Reviewer's Signature _____ **Date** _____ **City Manager's Signature** _____ **Date** _____