Mayor's Report

ALASKA ENERGY AUTHORITY

June 12, 2012

The Honorable Joseph Klejka
Mayor, City of Bethel
P.O. Box 1388
Bethel, AK 99559

Michael Moora
General Manager
PDC Harris Group LLC
2700 Gambell Street, Suite 500
Anchorage, AK 99503

RE: Liquefied & Compressed Natural Gas (LCNG) as a Bridge Solution to Reducing Energy Costs in Rural Alaska Request for Reconsideration Application # 004

Dear Mayor Klejka and Mr. Moora:

This letter is in response to your request for reconsideration for the Emerging Energy Technology Fund (EETF) abstract identified above.

You asked the Alaska Energy Authority (AEA) to reconsider its decision to not include your proposal in the final stage of review and ranking. Your project does not fit within the scope of the grant program, as it is not a demonstration project. Section 4.2 of the Request for grant Applications states:

> *The Authority may make grants for demonstration projects of technologies that have a reasonable expectation of being commercial in five years and that are designed to:*
> *1. Test emerging energy technologies or methods of conserving energy;*
> *2. Improve an existing energy technology; or*
> *3. Deploy an existing technology that has not previously been demonstrated in the state.*

This project criteria arises from EETF statutes, AS 42.45.375(c).

Your application, as stated in section 1.1, Summary, proposes "to conduct concept design and feasibility level analysis in Bethel to demonstrate the economic feasibility of transporting Liquefied Natural Gas (LNG) to a remote community, dispensing the fuel as either Compressed Natural Gas (CNG) in commercially available pressure vessels on-site, or distributing the gas for use in nearby furnaces, boilers and diesel engine-electric generators via low pressure piping, much like that used within the Lower 48 communities and Anchorage."

Based upon this conclusion, on reconsideration under 3 ACC 107.765, I concur with the earlier AEA staff decision that the abstract should not be considered in the next stage of review.

813 West Northern Lights Boulevard Anchorage, Alaska 99503 T 907.771.3000 Toll Free (Alaska Only) 888.300.8534 F 907.771.3044

Although your proposal does not fit within the requirements of the EETF program I have asked AEA's Deputy Director – Rural Energy, Sandra Moller, and AEA's Regional Energy Planner, Deborah Vo, to incorporate your LNG and CNG distribution concept into AEA's regional planning efforts. The regional planning efforts are not limited to evaluating renewable energy resources; our goal is to evaluate various energy projects, including LNG or CNG.

This letter constitutes AEA's final decision regarding Application #004.

Sincerely,

ALASKA ENERGY AUTHORITY

Sara Fisher-Goad

Sara Fisher-Goad
Executive Director

ALASKA ENERGY AUTHORITY

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ALASKA ENERGY AUTHORITY

Sara Fisher-Goad

Sara Fisher-Goad
Executive Director

Manager's Report

CITY OF BETHEL

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

June 19, 2012

From: Lee M. Foley, City Manager

To: Bethel City Council

-

Info: Lori Strickler, City Clerk

Subj: City Manager's Report

Listed below are some of the action items and activities that I've been working on, and involved in, for the period June 1-19, 2012

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

Projects:

- **YK Regional Aquatic & Health Center** – The Administration executed an amendment to the Professional Services Agreement with Architects Alaska that enables them to determine the exact number and size of the pilings that will be required for a 6-lane pool. The data will be provided to the City no later than July 6, 2012, but could be provided as early as June 29, 2012 (tentative target date). With respect to construction and delivery of the pilings, I have enclosed a brief summary prepared by John Sargent in order to provide Council with the most recent information the City has obtained.

- **Water & Sewer Infrastructure** – The draft RFP for a comprehensive production and delivery cost analysis has been reviewed by the Planning Commission, Public Works Committee, and Finance Committee. It was also placed on the City's website to encourage public comments. The draft with recommendations and comments is ready to be reviewed submitted by Council on June 26, 2012.

- **Fire Station Remodel** – This project is 98% complete and we expect to meet the closing date of September 30, 2012, without difficulty

- **Police Station Construction/Renovation** – A small fire was suffered when some material was ignited during the use of a plasma welder by Shorty's Shop. Their insurance will cover the cost of damages which were minimal.

Legal Issues:

- **In-House Attorney** – All applications have been submitted to Council. The list of applicants will be screened and those to be formally interviewed will be identified. YK Attorney Sharon Sigmon will assist with interview questions pro bono.

Miscellaneous:

- **Bethel Transit System** – The ONC Board met on June 19, 2012, to consider various aspects of the Bethel Transit System. Ultimately, the Board, as stated by Chairman Watson, will honor their financial responsibilities through June 30, 2012. However, despite commitment letter signed by the Chairman and Executive Director of ONC, they have now decided that there are conditions to their commitment. These conditions are after the fact and have yet to be expressed either verbally or in writing.

- **Recycle RFP** – The RFP has been retooled and is being submitted for Council's review on June 26, 2012.

Thank you.

Enclosure

Yukon Kuskokwim Regional Health and Safety Center
Piling Information Update

Arctic Foundations, located in Anchorage, Alaska manufactures special refrigerated pilings for construction in arctic environments. The one North American competitor is Arctic Foundations Canada, which is a company that was founded by Arctic Foundations in Anchorage and the American firm owns 15% of the Canadian company. Licensing agreements prohibit pilings made in Arctic Foundations Canada to be shipped to Alaska. It appears to be an easy soul source justification.

These pilings must be installed in the wintertime. A hole is drilled, the piling is inserted, and slurry is used to fill the hole and freeze back the piling to the earth.

In the present 65% design development documents produced by Architects Alaska, Inc., the building calls for 132 refrigerated pilings 12 inches in diameter. The addition of two more swim lanes brings the total pilings required to 156.

Arctic Foundations has a small production window this summer in which they can produce 120 refrigerated pilings in the 12-inch size. Production cannot begin until August 13, 2012. They can produce them in time to get them to the Northland Services, Inc. barge terminal in Anchorage by September 13, 2012 in order to have them delivered in Bethel by the end of September 2012. Arctic Foundations operates on a first-come, first-serve basis for piling orders, so a piling order given to AF from another entity could knock the City out of the small production window.

The remaining 36 pilings of 12-inch size can be flown in by air at an estimated cost of $1 a pound. Each piling weighs 2,581 lbs. The estimated cost to fly in 36 pilings by air is $92,916.

Arctic Foundations cannot produce the next larger size pilings (16-inch) in any significant number this summer. Architects Alaska has been told that the City is biased in favor of the 12-inch pilings because they can be ordered this summer and because they are half the cost of the 16-inch pilings.

Architects Alaska, Inc. has been commissioned to begin work to determine piling size and quantity required for a six-lane swimming pool. The mandatory completion date is July 6, 2012 and the target completion date is June 29, 2012.

Ed Yarmak, Chief Engineer at Arctic Foundations and employee with the company for over 30 years, said that we do not have to order any extra refrigerated pilings. He knows of no cases in Alaska where a customer EVER had to use a spare piling.

A third party company inspects every refrigerated piling after it is manufactured and gives it an American Society of Mechanical Engineers stamp of approval. Arctic Foundations sends an employee in the field to perform inspections on the pilings once in the ground.

Clerk's Report

City of Bethel, Alaska

City Clerk's Office

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

Upcoming Council Events:
June 13, 2012 Special City Council Meeting
June 26, 2012 Regular City Council Meeting

Ongoing Projects

Alaska Municipal League Summer Meeting

In preparation for the AML meetings and reception the City Clerk's Office has:

- E-mailed out invitations to the Welcoming Reception
- E-mailed out the event list.
- Working on a pamphlet to provide to the guests in advance of their visit with information about Bethel.
- Looking into inexpensive gift bag options to provide to the attendees.
- Met with event planner and caterer to finalize some planning details.
- Purchased items for the welcome bags.

Passport
The City Clerk's Office is preparing for the bi-annual passport audit which will occur mid May.

Council Chamber Audio Equipment
The RFP for the Council Chamber's audio equipment was released on the 15th of June. The City Clerk's Office is putting together an evaluation board to review the proposals which will take place July 17th.

Projects
Looking into ways to modify out Conflicts of Interest Code as suggested by the City Attorney.

Looking into ways to mandate banks with foreclosure properties in the community to maintain the foreclosure properties. Main points are updates to the City's website to include 2012 election information.

Election preparation has been underway for a few months now and will continue until the day of the election.

Working with Mayor and Taco Bell Company on a possible event to take place in Bethel.

A petition application has been received by the City Clerk's Office which is under review by the City Clerk and the Attorney. The Clerk's Office has until the 2nd of July to certify.

Executive Session

City of Bethel, Alaska

City Clerk's Office

MEMORANDUM

TO: City Council Members
FROM: Lori Strickler
DATE: May 9, 2012
SUBJECT: Annual Evaluation

Council Members:

In reviewing my employee contract for what I had thought would be my upcoming evaluation, I realized my evaluation should have been completed March 3, 2012. Due to my absence at the May 22 Regular City Council Meeting, I hope that Council will complete my evaluation at the June 12, 2012 Regular City Council Meeting Executive Session. In addition to the Executive Session, I will add the City Clerk's annual salary increase as an agenda item under New Business for Council's consideration. Please find my Employment Contract, the Annual Evaluation Form, and the City Clerk's Job Description attached for your review.

Please bring the completed evaluation to the Regular City Council Meeting, June 12, 2012 for the Executive Session. Following the evaluation, I will review each of the Performance Evaluations and provide them to Human Resources to be placed in my personnel file.

The annual evaluations are a significant tool for me. I will use the information you provide in the evaluations to improve my job performance and the performance of the Clerk's Office in general. I look forward to reviewing your comments and appreciate your time.

NEGOTIATED AGREEMENT
Between
CITY OF BETHEL
and
LORI STRICKLER

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

WITNESSETH

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

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

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

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

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

Section 1. POWERS AND DUTIES

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

Section 2. Term

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

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

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

Section 3. Duration

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

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

Section 4. Salary

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

Section 5. Termination and Severance Pay

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

Section 6. Employee Evaluation.

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

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

Section 7. Hours/Days of Work

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

Section 8. Transportation

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

Section 9. Outside Employment

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

Section 10. Compensated Leaves

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

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

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

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

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

D. Injury Leave

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

E. Court Leave

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

F. Administrative Leave

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

G. Holidays

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

Section 11. Benefits

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

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

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

Section 12. Indemnification.

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

Section 13 Bonding

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

Section 14 Notices

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

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

Section 15 General Provisions

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

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

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

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

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

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

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

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

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

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

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

Dated this 29 day of April, 2011.

Employer:

By: _____
Eric Middlebrook, Mayor
City of Bethel

Employee:

By: _____
Lori Strickler, City Clerk
City of Bethel

ANNUAL PERFORMANCE EVALUATION
NAME: LORI STRICKLER
DATE: JUNE 26, 2012
EMPLOYMENT CONTRACT EXPIRES MARCH 3, 2014

PART 1 — Evaluate the ability to accomplish the duties set forth by State statutes, the Municipal Code, and other duties as assigned by Council.

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

Total	

PART 2 — Evaluate the work ethics and work habits.

Work ethic	5	4	3	2	1
Dependability; can be depended upon without	5	4	3	2	1

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

supervision					
Self-motivated; self-reliant; displays energy	5	4	3	2	1
Displays good judgment	5	4	3	2	1
Able to handle difficult or stressful situations	5	4	3	2	1
Adaptability; adjusts to various circumstances, new processes or changes	5	4	3	2	1
Manages time efficiently	5	4	3	2	1
Attitude and enthusiasm	5	4	3	2	1
Willingness and capability to carry out new assignments or projects	5	4	3	2	1
Availability to Council and public	5	4	3	2	1
Follows through with requests	5	4	3	2	1
Attendance record	5	4	3	2	1

Total	

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

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

Total	

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

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

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

Total	

Part 1:	
Part 2:	
Part 3:	
Part 4:	
Overall Evaluation Total:	

Overall Evaluation

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

Suggested Development/Training Goals:

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

ANNUAL PERFORMANCE EVALUATION
NAME: LORI STRICKLER
DATE: JUNE 26, 2012
EMPLOYMENT CONTRACT EXPIRES MARCH 3, 2014

Council Member Comments:

City Clerk Comments:

Council Member's Signature _____ Date: _____

City Clerk's Signature: _____ Date: _____

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

Additional Information