



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
September 27, 2016 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

Rick Robb  
Mayor  
Term Expires 2017  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Byron Maczynski  
Vice-Mayor  
Term Expires 2016  
545-8010  
[bmaczynski@cityofbethel.net](mailto:bmaczynski@cityofbethel.net)

Leif Albertson  
Council Member  
Term Expires 2017  
543-2819  
[labertson@cityofbethel.net](mailto:labertson@cityofbethel.net)

Zach Fansler  
Council Member  
Term Expires 2016  
545-4503  
[zfansler@cityofbethel.net](mailto:zfansler@cityofbethel.net)

Nikki C. Hoffman  
Council Member  
Term Expires 2017  
543-2608  
[nhoffman@cityofbethel.net](mailto:nhoffman@cityofbethel.net)

Alisha Welch  
Council Member  
Term Expires 2017  
545-6026  
[arwelch@cityofbethel.net](mailto:arwelch@cityofbethel.net)

Mary Weiss  
Council Member  
Term Expires 2016  
545-3211  
[mweiss@cityofbethel.net](mailto:mweiss@cityofbethel.net)

Pete Williams  
Acting City Manager  
543-2047  
[pwilliams@cityofbethel.net](mailto:pwilliams@cityofbethel.net)

Lori Strickler  
City Clerk  
543-1384  
[lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

Patty Burley  
City Attorney

Mary Sattler  
Lobbyist

- 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) \*9-13-2016 Regular Meeting **P4**
- VII. REPORTS OF STANDING COMMITTEE**
  - a) Public Safety and Transportation Commission
  - b) Port Commission
  - c) Planning Commission
  - d) Parks, Recreation, Aquatic Health And Safety Center Committee
  - e) Finance Committee
  - f) Energy Committee
  - g) Public Works Committee
  - h) Marijuana Advisory Committee
  - i) Non Standing Committee Reports
- VIII. SPECIAL ORDER OF BUSINESS**
  - a) Alaska Rural Water Association Update On Water Quality (City Manager Capela)
- IX. UNFINISHED BUSINESS**
  - a) Public Hearing Of Ordinance 16-25: Amending Bethel Municipal Code 13.03.030, Individual Sewer System Concerning The Inclusion Of Composting And Incinerating Toilets (Energy Committee) **P14**
  - b) Public Hearing Of Ordinance 16-26: Amending Bethel Municipal Code To Insert Chapter 2.45, Administrative Adjudication (Mayor Robb) **P27**
  - c) Public Hearing Of Ordinance 16-28: Authorizing A Lease Revenue Refund Bond (City Manager Capela) **P24**
  - d) Resolution 16-27: Council In Support Of Alaska DOT For Bethel Airport Improvements (Vice-Mayor Maczynski) **P46**
  - e) AM 16-62: Support For Internal Financial Data Recording And Analysis (City Manager Capela) **P48**

Agenda posted on September 21, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Strickler, City Clerk

(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 October 11, 2016**)

The Council may, after 12:00am, and only by a unanimous consent vote, recess this meeting until the following day at 6:30 p.m.



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**X. NEW BUSINESS**

- a) \*Resolution 16-28: Supporting A Non-Exclusive Easement Across US Survey 4117, Lot 15 in Bethel For Access To Proposed ONC Subdivision (City Manager Capela)
- b) \*Resolution 16-29: Bethel City Council Appointing Pete Williams, Acting City Manager (Mayor Robb)
- c) \*Resolution 16-30: Requesting The Alaska State Troopers To Assist The City In The Active Enforcement Of Four-wheeler Laws (Vice-Mayor Maczynski)
- d) \*Introduction Of Ordinance 16-27: Amending Bethel Municipal Code 18.60.010, Conditional Use Permit Authorization (Mayor Robb)
- e) \*Introduction Of Ordinance 16-29: Acquisition Of Property, Easements For Institutional Corridor Project – AVEC (City Manager Capela)
- f) \*Introduction Of Ordinance 16-30: Acquisition Of Property, Easements For Institutional Corridor Project- Walsh & Co. (City Manager Capela)
- g) \*Introduction Of Ordinance 16-31: Acquisition Of Property, Easements For Institutional Corridor Project- U.S. Fish And Wildlife Service (City Manager Capela)
- h) AM 16-58: Approve and Adopt Federally-Mandated Zero Tolerance Policy for Bethel Transit System As Provided by Department Of Transportation (City Manager Capela)
- i) AM 16-63: Approving The Consortium Library Agreement Between The City Of Bethel And University Of Alaska Fairbanks, Kuskokwim Campus (City Manager Capela)
- j) \*AM 16-64: Approving The Mayor's Appointment Of Alex Wasierski To The Planning Commission As An Alternate Member (Mayor Robb)
- k) AM 16-65: Direct Administration To Sign The Memorandum Of Agreement That Transfers \$190,194.77 To Bethel Community Services Foundation In Order To Complete Art Project (City Manager Capela)
- l) AM 16-66: Authorizing Administration To Sign The Statewide Transportation Alternatives Program FY 2013-2016 Grant Agreement To Accept Grant Funds To Construct A Gravel Trail (City Manager Capela)

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- m) AM 16-67: Directing Administration To Begin Enforcing State Laws Related To Snowmobiles And Other Off-Highway Vehicles (Vice-Mayor Maczynski)
- n) AM 16-68: Direct Administration To Sign The Agreement For Professional Design Services For The Bethel Port Office Building (City Manager Capela)
- o) Determination Of City Representative For Section 106 Review Process – Donlin Gold (Mayor Robb)

**XI. MAYOR'S REPORT**

**XII. MANAGER'S REPORTS**

**XIII. CLERK'S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

**XV. EXECUTIVE SESSION**

- a) Subjects That Tend To Prejudice The Reputation And Character Of Any Person- City Manager Candidate (Note: All City Manager Candidates May Be Discussed During The Executive Session) (Mayor Robb)

**XVI. ADJOURNMENT**

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# ***Approval of the Meeting Minutes***

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**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on September 13, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

Vice-Mayor Richard Maczynski called the meeting to order at 6:30 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input type="checkbox"/> Vice-Mayor Byron Maczynski	<input type="checkbox"/> Council Member Mary Weiss
<input type="checkbox"/> Council Member Nikki Hoffman	
<input type="checkbox"/> Council Member Leif Albertson	
<input type="checkbox"/> Council Member Zach Fansler	
<b>Members Absent:</b>	
<input type="checkbox"/> Mayor Rick Robb	<input type="checkbox"/> Council Member Alisha Welch
<b>Also in attendance were the following:</b>	
<input type="checkbox"/> City Manager Ann Capela	<input type="checkbox"/> City Clerk Lori Strickler

**IV. PEOPLE TO BE HEARD**

Jody Drew- Chair of the City of Bethel, Energy Committee. Provided support to Ordinance 16-25, Amending Bethel Municipal Code 13-03.030, Individual Sewer System Concerning the Inclusion of Composting and Incinerating Toilets.

John Sargent- Recorder of the Energy Committee. Provided support to Ordinance 16-25, Amending Bethel Municipal Code 13-03.030, Individual Sewer System Concerning the Inclusion of Composting and Incinerating Toilets.

Anna Rose McArther- KYUK Reporter, provided notice to the community that there will be a City Council Candidate Forum on Tuesday, August 20.

Mary Nanuwak- Provided concerns within the Region of people using drugs and alcohol.

**APPROVAL OF THE CONSENT AND REGULAR AGENDA**

**Main Motion:** Remove from the consent agenda New Business A,B, D, and H.

Moved by:  Hoffman

**Main Motion:** Remove from the consent agenda New Business G

Moved by:  Albertson

**Main Motion:** Removal from the agenda New Business Item D and F.

Moved by: Albertson

Seconded by: Fansler

Action: Motion carries by a vote of 5-0

In favor:  Maczynski  Albertson  Fansler  Hoffman  Weiss

Opposed: -0

**Main Motion:** Approve the agenda as amended.

Moved by: Albertson

Seconded by: Fansler

Action: Motion carries by a vote of 5-0

In favor:  Maczynski  Albertson  Fansler  Hoffman  Weiss

Opposed: -0

**V. APPROVAL OF THE MEETING MINUTES**

**Item A** – Regular City Council Meeting August 23, 2016

*Passed on the consent agenda.*

**Item B** – Special City Council Meeting August 25, 2016

*Passed on the consent agenda.*

**Item C** – Special City Council Meeting August 29, 2016

*Passed on the consent agenda.*

**Item D** – Special City Council Meeting August 31, 2016

*Passed on the consent agenda.*

**Item E** – Special City Council Meeting September 2, 2016

*Passed on the consent agenda.*

**VI. REPORTS OF STANDING COMMITTEES**

**Public Safety and Transportation Commission –**

Council Representative, Mary Weiss–

The Commission held the Transportation Industry Public Comment Meeting, no one present to be heard.

Ted Meyer, Planning Manager, addressed the Commission on the traffic impact for the hospital expansion.

#### **Port Commission –**

Port Director, Pete Williams –

A meeting has not been held since the last city council meeting.

#### **Planning Commission –**

Commission Representative, Nikki Hoffman-

The Commission is looking at rezoning for the community to lessen the number of General Use areas.

#### **Parks and Recreation Committee –**

No one available to provide a report.

#### **Finance Committee –**

Committee Vice-Chair, John Cochran –

The Finance Committee provided two recommendations for the Council's consideration. One is on the percentage of tax applied to gaming and how it is submitted to the City and the other is on the contracting of Caselle, to assist in the accounting duties for the City of Bethel.

#### **Energy Committee –**

Council Representative, Zach Fansler –

A meeting has not been held since the last City Council meeting.

#### **Public Works Committee –**

Public Works Director, Zef Lakhani- Provided an update on the Institutional Corridor Project.

#### **Marijuana Advisory Committee –**

*Council Representative, Zach Fansler–*

A meeting has not been held since the last City Council meeting.

### **VII. SPECIAL ORDER OF BUSINESS**

**Item A** – United Pools Presentation From *Stacie Reardon*.

**Item B** – Council’s Consideration Of Participating In Section 106, Related To The Donlin Gold Mine, Organized By The Army Corps. Of Engineers.

Direct administration, the City Clerk’s Office and the City Attorney to look into and to confirm the council’s participation in the Section 106 review.

**Main Motion:**

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Moved by:	Fansler
Seconded by:	Hoffman
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Weiss
Opposed:	0

*Vice-Mayor called a brief at ease.*

**VIII. UNFINISHED BUSINESS**

**Item A** – Public Hearing Of Ordinance 16-25: Amending Bethel Municipal Code 13.03.030, Individual Sewer System Concerning The Inclusion Of Composting And Incinerating Toilets.

*Vice-Mayor Maczynski opened the Public Hearing of Ordinance 16-25.*  
Jody Drew- Spoke in favor of Ordinance 16-25.

**Subsidiary**

**Motion :** Suspend the rules to hear from Jody Drew.

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Moved by:	Hoffman
Seconded by:	Weiss
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Weiss
Opposed:	0

*Vice-Mayor Maczynski close the Public Hearing of Ordinance 16-25.*

**Main Motion:** Adopt Ordinance 16-25.

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Moved by:	Fansler
Seconded by:	Weiss
Action:	Motion carries by a vote of
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Weiss
Opposed:	

**Main Motion:** Postpone until the next regular meeting.

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Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Weiss
Opposed:	<input checked="" type="checkbox"/> Fansler

**Item B – Public Hearing Of Ordinance 16-26: Amending Bethel Municipal Code To Insert Chapter 2.45, Administrative Adjunction.**

*Vice-Mayor Maczynski opened the Public Hearing of Ordinance 16-26. David Trantham, stated opposition to the Ordinance.*

**Main Motion:** Adopt Ordinance 16-26.

Moved by:	Fansler
Seconded by:	Weiss
Action:	Postponed

2.45.100 Reconsideration insert D. Additional Probative evidence

**Main Motion:** is presented.

Moved by:	Hoffman
Seconded by:	Weiss
Action:	Postponed

**Main Motion:** Post to the next regular meeting.

Moved by:	Albertson
Seconded by:	Fansler
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Weiss
Opposed:	<input checked="" type="checkbox"/> Hoffman

**IX. NEW BUSINESS**

**Item A – Ordinance 16-28: Authorizing A Lease Revenue Refund Bond.**

**Main Motion:** Introduce Ordinance 16-28.

Moved by:	Albertson
Seconded by:	Weiss
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Hoffman
Opposed:	0

**Item B** – Resolution 16-27: Council In Support Of Alaska DOT For Bethel Airport Improvements.

**Main Motion:** Adopt Resolution 16-27

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Moved by:	Albertson
Seconded by:	Weiss
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Hoffman
Opposed:	0

**Main Motion:** Postpone

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Moved by:	Albertson
Seconded by:	Hoffman
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman
Opposed:	<input checked="" type="checkbox"/> Weiss

**Item C** – AM 16-57: Appointment Of R. Mark Jones To The Parks, Recreation, Aquatic Health & Safety Center Committee.

*Passed on the consent agenda.*

**Item D** – AM 16-58: Consideration To Approve The Consortium Library Agreement Between The City Of Bethel And University Of Alaska Fairbanks, Kuskokwim Campus.

*Removed from the agenda.*

**Item E** – AM 16-59: Appointment Of Brian Lefferts To The Parks, Recreation, Aquatic Health & Safety Center Committee.

*Passed on the consent agenda.*

**Item F** – AM 16-60: Appointment Of Bob Jones To The Parks, Recreation, Aquatic Health & Safety Center Committee.

*Removed from the agenda.*

**Item G** – AM 16-61 Appointing Peter Williams As Acting City Manager, September 23, 2016 Until A New City Manager Begins At The City Of Bethel.

**Main Motion:** Adopt AM 16-61.

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Moved by:	Albertson
Seconded by:	Hoffman
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Weiss
Opposed:	0

**Item H – AM 16-62: Support For Internal Financial Data Recording And Analysis.**

**Main Motion:** Adopt AM 16-62.

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Moved by:	Hoffman
Seconded by:	Albertson
Action:	Postponed

**Main Motion:** Suspend the rules to hear from the finance director.

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Moved by:	Hoffman
Seconded by:	Fansler
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Weiss
Opposed:	0

**Main Motion:** Call the question

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Moved by:	Hoffman
Seconded by:	
Action:	Motion does not carry due to a lack of a second.

Instruct administration to look into a trial period of six months and three months.

**Main Motion:**

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Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Weiss
Opposed:	<input checked="" type="checkbox"/> Hoffman

**Main Motion:** Postpone

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Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion carries by a vote of 4-1
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Weiss
Opposed:	<input checked="" type="checkbox"/> Hoffman

## **X. MAYOR'S REPORT**

**XI. MANAGER’S REPORT**

**XII. CLERK’S REPORT**

**XIII. COUNCIL MEMBER COMMENTS**

Vice-Mayor Byron Maczynski –

Council Member Albertson –  
Appreciated the dialog tonight.  
Wished Ann Capela the best, and thanked her for her service.

Council Member Mary Weiss –  
Thanked Ann Capela for all of her hard work for the City.  
Understands the number of issues that faces the City and commended Ann for working through these issues.

Council Member Zach Fansler –  
Thanked Ann Capela for her years with the City, commended Ann for her work ethic.  
Wished her the best of luck in her endeavors.

Council Member Nikki Hoffman –  
Thanked Ann Capela for all of her work here in Bethel.

**XIV. ADJOURNMENT**

**Main Motion:** Adjourn.

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Moved by:	Hoffman
Seconded by:	Fansler
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	–0

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

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# ***Reports of Standing Committees***

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# City of Bethel, Alaska

## Planning Commission Meeting

Sept. 8, 2016

Regular Meeting

Bethel, Alaska

### I. CALL TO ORDER

A regular meeting of the Planning Commission was held on Thursday, Sept. 8, 2016, at 6:30 PM at the City Hall back room in Bethel, Alaska. Cliff Linderoth called the meeting to order at 6:33 pm.

### II. ROLL CALL

Comprising a quorum of the Commission, the following members were present for roll call: Lorin Bradbury, Kathy Hanson, Cliff Linderoth, Nikki Hoffman and John Cochrane. Excused from the meeting was John Guinn and Joy Shantz. Also present were Planning staff members Ted Meyer, Haley Hanson, and Betsy Jumper.

### III. PEOPLE TO BE HEARD

Nobody wished to be heard.

### IV. MOTION TO APPROVE THE MINUTES OF THE AUGUST 18, 2016 MEETING

<b>MOVED:</b>	Lorin Bradbury	To approve the August 18, 2016 minutes with noted changes.
<b>SECONDED:</b>	Kathy Hanson	

<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.
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### V. APPROVAL OF THE AGENDA

#### MOTION TO APPROVE THE AGENDA OF SEPT. 8, 2016

<b>MOVED:</b>	John Cochrane	To approve the agenda.
<b>SECONDED:</b>	Cliff Linderoth	

<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.
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### VI. NEW BUSINESS: A. Church Zoning (for discussion)

#### MOTION TO GO INTO COMMITTEE AS A WHOLE

<b>MOVED:</b>	John Cochrane	To move into committee as a whole.
<b>SECONDED:</b>	Kathy Hanson	

<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.
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A discussion ensued.

**MOTION TO COME OUT OF COMMITTEE AS A WHOLE**

<b>MOVED:</b>	John Cochrane	To come out of committee as a whole.
<b>SECONDED:</b>	Lorin Bradbury	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

**MOTION MADE TO DIRECT CITY PLANNER TO DRAFT AN ORDINANCE**

<b>MOVED:</b>	John Cochrane	To draft an ordinance for church zoning in the residential zone and to add church as a principle use in the general use zone.
<b>SECONDED:</b>	Lorin Bradbury	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

## B. Parking Spaces and Square Footage (for discussion)

**MOTION TO GO INTO COMMITTEE AS A WHOLE**

<b>MOVED:</b>	John Cochrane	To go into committee as a whole.
<b>SECONDED:</b>	Kathy Hanson	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

A discussion ensued.

**MOTION TO COME OUT OF COMMITTEE AS A WHOLE**

<b>MOVED:</b>	Kathy Hanson	To come out of committee as a whole.
<b>SECONDED:</b>	John Cochrane	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

**MOTION MADE TO TABLE DISCUSSION**

<b>MOVED:</b>	John Cochrane	To table the discussion until January in order for City Planner to research/come back with more information.
<b>SECONDED:</b>	Lorin Bradbury	
<b>VOTE ON MOTION</b>	All in favor 5 yes and 0 opposed. Motion carries.	

C. Definitions of Private Roads, Streets, Driveways, etc. (for discussion)

**MOTION TO TABLE DISCUSSION**

<b>MOVED:</b>	John Cochrane	To table the discussion until January in order for City Planner to research/come back with more information .
<b>SECONDED:</b>	Lorin Bradbury	
<b>VOTE ON MOTION</b> All in favor 5 yes and 0 opposed. Motion carries.		

**VII. PLANNER'S REPORT:** Ted went over the Planning Director's monthly activity report.

**VIII . COMMISSIONER'S COMMENTS:** **Lorin:** think it was a good meeting, would like to see Martina Oscar subdivision re-zoning on the next agenda--getting the ball rolling; **John:** thank you for having me on the Planning Commission; **Kathy:** no comments; **Nikki:** no comments; **Cliff:** sorry for the awkwardness of being chairman—I don't want to be chairman.

**X. ADJOURNMENT**

<b>MOVED:</b>	Kathy Hanson	Motion to adjourn the meeting at 8:30 PM.
<b>SECONDED:</b>	Nikki Hoffman	
<b>VOTE ON MOTION</b> 5 yes and 0 opposed. Motion carries.		

The next meeting will be on October 13, 2016

\_\_\_\_\_, Joy Shantz, Chairman  
ATTEST: \_\_\_\_\_, Betsy Jumper, Recorder

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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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September 6, 2016

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on June 7th, 2016 in the Bethel City Hall Council Chambers.

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

### II. ROLL CALL

Present: Joan Dewey *Chair*  
Mary Weiss *Council Representative*  
Julene Webber  
Daniel Maczynski  
Ted Meyer *Planning Director*  
Teri Forst *Clinician, Bethel Family Clinic*

Absent: Eileen Henrikson *Vice Chair*  
Naim Shabani

Ex-Officio Present: Andre Achee *Chief of Police*  
Christina Him *Recorder and Transportation Inspector Designee*

Ex-Officio Absent: Bill Howell *Fire Chief*

### III. PEOPLE TO BE HEARD

*No one to be heard.*

### IV. APPROVAL OF AGENDA

<b>MOVED:</b>	Webber	Motion to approve the agenda.
<b>SECONDED:</b>	Weiss	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

### V. APPROVAL OF MINUTES

<b>MOVED:</b>	Webber	Motion to approve the minutes from the regular meeting of June 7 <sup>th</sup> , 2016
<b>SECONDED:</b>	Weiss	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

<b>MOVED:</b>	Webber	Motion to approve the minutes from the regular meeting of July 5 <sup>th</sup> , 2016
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

<b>MOVED:</b>	Webber	Motion to approve the minutes from the regular meeting of August 2 <sup>nd</sup> , 2016
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

**VI. SPECIAL ITEM OF BUSINESS**

- A. Public Hearing on the price and quality of service provided by all regulated vehicles, chauffeurs and dispatch services.

*No one to be heard.*

**VII. CHIEFS' COMMENTS**

Chief Andre Achee - *See Report in Commission Packet*

**VIII. TRANSPORTATION INSPECTOR REPORT**

*See Report in Commission Packet*

**IX. COUNCIL MEMBER'S COMMENTS**

Council Member Weiss – *None.*

**X. UNFINISHED BUSINESS**

- A. **Traffic Impact Analysis of the YKHC's Hospital Expansion Project and Ayaprun Elitnaurvik's relocation to the Kipusvik Building** (Ted Meyer, *City Planning Director*)

*See Report in Commission Packet*

**B. Consideration of a “Neighborhood Watch” Program** (Commission Member Maczynski)

*Requested to be removed and postponed to later date by Commission Member Maczynski*

**XI. NEW BUSINESS**

**A. Community Service Options for Juvenile Offenses** (Commission Member Maczynski)

*Requested to be removed and postponed to later date by Commission Member Maczynski*

**B. Title 6 Proposal: Animal Control**

*Requested to be removed by Chief Achee*

**C. Heroin Issue: Medical & Behavioral Health Approaches & Treatment Options** (Teri Forst, Clinician, Bethel Family Clinic)

*See Report in Commission Packet*

**D. Statewide Task Force Update on Heroin** (Byron Maczynski, Council Member)

*Not Discussed, Byron Maczynski was unable to attend.*

**E. Western Alaska Alcohol & Narcotics Team (WAANT): Regional Update**

*Requested to be postponed to next meeting by Commission Member Webber.*

**XII. COMMISSION MEMBER COMMENTS**

Mary Weiss – *I just want to say thank you very much and I think I have obviously very big shoes to fill here. I think it’s been a very interesting and a very informative meeting. I think we’ve got some stuff done, I think it’s been very effective, I’m happy to be here and happy to learn and listen.*

Julene Webber – *I was reading back on the last meeting minutes on Chuck’s last meeting and he said he felt “good”, that he felt for the first time he had a commission that was active and making progress so that was exciting to read that again and be a part of that as well.*

Joan Dewey – *Good luck with your projects (Daniel Maczynski), we need that PATC, so get that roof on over there. I just want to say that it is really great to have Mary on this commission. It is already a pleasure working with you and I’m already really liking it, so thank you. We do still need to promote the need for public service to volunteer for this*

*commission, we can still have 2 alternate members, it will be a good thing to have with travel and everything, that way we have more people familiar with all the issues too and bring their ideas. I did get somebody interested, so I'm hoping she applies.*

*Chief Andre Achee – Just to let you know, I will not be in town for the October 4<sup>th</sup> meeting, I will be on leave, but regardless if I am on leave, I still call in telephonically. Other than that, welcome Mary on board, I think we are in good shoes with Mary being our council rep, thank you.*

**XIII. ADJOURNMENT**

<b>MOVED:</b>	Webber	Motion to adjourn.
<b>SECONDED:</b>	Maczynski	
<b>VOTE ON MAIN MOTION</b>	All in favor.	

*Meeting adjourned at 9:14 pm.*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Christina Him, Recorder

\_\_\_\_\_  
Joan Dewey, Chair



# City of Bethel, Alaska

Parks, Recreation, Aquatic, Health & Safety Center Committee Agenda  
Regular Meeting **September 26, 2016 – 6:00pm** City Hall 300 State Highway

Michelle DeWitt  
*Committee Chair*  
Term Expires 12/2017

Judy Wasierski  
*Committee Co Chair*  
Term Expires 12/2018

Kathy Hanson  
*Committee Member*  
Term Expires 12/2018

Barbara Mosier  
*Committee Member*  
Term Expires 12/2018

Beverly Hoffman  
*Committee Member*  
Term Expires 12/2018

Brian Lefferts  
*Committee Member*  
Term Expires 12/2017

Kathryn Baldwin  
*Alternate Committee Member*  
Term Expires 12/2017

Mark Jones  
*Alternate Committee Member*  
Term Expires 12/2017

Rick Robb  
*Council Rep*  
Term Expires 10/2017

Stacey Reardon  
*YK Fitness Facility Director*

Shadi Rabi  
*YK Fitness Program Mgr.*

Muzaffar Lakhani  
*Public Works Director*

Pauline Boratko  
*Committee Recorder*

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON:**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF THE MINUTES:**  
August 8, 2016- Regular Meeting  
August 29, 2016- Special Meeting
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. DEPARTMENT HEAD REPORT:**
- VIII. UNFINISHED BUSINESS:**
  - a. Individual to provide report to Sept. 27 City Council meeting
  - b. Welcome new alternate member Mark Jones
  - c. 4<sup>th</sup> of July debrief
  - d. Status of Outstanding Recommendations and Action Memorandums to City Council to include AVCP Housing/City of Bethel Owl Park Agreement, Dog Park & Wellness Program
  - e. Grant Updates: Pinky’s Park Improvement, Trail between YKHC & KuC
  - f. Fiscal Year 2017 Parks and Recreation Budget
  - g. Fiscal Year 2017 YK Fitness Center Budget
  - h. Arts at the YK Fitness Center
  - i. YK Fitness Center Website & Social Media
  - j. Sub Committee Reports- Marketing & Physical Facility
  - k. Water metering at YK Fitness Center
- IX. NEW BUSINESS:**
  - a. Fitness Center Warranty Walk-Through
  - b. Photography at the Fitness Center
- X. MEMBER COMMENTS:**
- XI. ADJOURNMENT:**

Pauline Boratko, Committee Recorder



# City of Bethel, Alaska

## Public Works Committee Agenda

Wednesday September 21, 2016 Regular Meeting 6:30PM City Hall Council Chambers

**MEMBERS**

Joseph Klejka  
Committee Chair  
Term Expires  
12/2017

Jennifer Dobson  
Committee V. Chair  
Term Expires  
12/2017

Byron Maczynski  
Council Rep.  
Term Expires  
10/2016

Scott Guinn  
Committee Member  
Term Expires  
12/2017

Robert Champagne  
Committee Member  
Term Expires  
12/2017

Delbert Egoak  
Committee Member  
Term Expires  
12/2018

Muzaffar Lakhani  
Ex-Officio Member

Pauline Boratko  
Committee Recorder

*Pauline Boratko*

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD: – (5 Minute Limit)**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF MINUTES:**
  - A.** Minutes from the previous regular meeting – August 17, 2016
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
  - A.** Institutional Corridor Piped Water Supply Project
  - B.** Sewer Lagoon, – PER (Preliminary Engineering Report) & ER (Environmental Report) for Truck Dump Site and other options/Funding strategies for sewer lagoon
  - C.** Preventative maintenance logs and schedule for city trucks---- Byron Maczynski
  - D.** update/discussion on the trail behind the college towards the hospital:---- Joseph Klejka
  - E.** Leveling of the Bethel Heights Water Treatment Plant Building:---- Scott Guinn
  - F.** Recommendation for Ordinance Modification Allowing Composting Toilets:---- John Sargent
  - G.** 2015 Water Quality Reports & customer concerns:----Jennifer Dobson
- VIII. NEW BUSINESS:**
- IX. DIRECTORS REPORT:**
- X. MEMBER COMMENTS:**
- XI. ADJOURNMENT:**

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# ***Special Order of Business***

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# ***Unfinished Business***

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Introduced by: Energy Committee  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance # 16-25**

#### **AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE CHAPTER 13.08.300 INDIVIDUAL SEWER SYSTEM CONCERNING THE INCLUSION OF COMPOSTING AND INCINERATING TOILETS**

**WHEREAS,** the City of Bethel is committed to reducing its energy use and reducing the costs associated with that use;

**WHEREAS,** City water production and distribution and sewage collection and treatment is expensive;

**WHEREAS,** permitting the installation and use of composting and/or incinerating toilets has no negative financial impact on the City of Bethel;

**WHEREAS,** permitting the installation and use of composting and/or incinerating toilets will reduce water use and sewage production;

**WHEREAS,** permitting the installation and use of composting and/or incinerating toilets has the potential to provide financial and water savings to property owners;

**WHEREAS,** composting and incinerating toilets are proven technologies with decades of safe, effective use in other municipalities in the United States and around the world.

**THEREFORE, BE IT ORDAINED** by the Bethel City Council that:

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

**Section 2. Amendment.** Chapter 13.08.300 of the Bethel Municipal Code titled Individual Sewer System is hereby amended to read as follows (new wording is underlined and deleted wording is stricken):

Introduced by: Energy Committee  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

**13.08.290 Unlawful sewage disposal.**

It is unlawful for a person to dispose of sewage, liquid waste or human excreta from any premises by any method other than through a composting or incinerating toilet or utilization of the city sewer service or its appointed designee.

**13.08.300 Individual sewer system.**

It is unlawful for any person to operate or maintain an individual disposal system, without a state wastewater discharge permit, unless the individual disposal system is a composting or incinerating toilet, 18 AAC 72.010. All composting or incinerating toilets must meet the following conditions:

1. Composting toilets utilize a waterless toilet in conjunction with a tank in which aerobic bacteria break down the waste. Incinerating toilets burn human waste. Composting and incinerating toilets must conform to NSF/ANSI Standard 41.
2. In restrooms accessible to employees or the public, a permanent placard must be installed on the wall immediately adjacent composting and or incinerating toilets. The bottom edge of the placard must be between 35" and 48" above the floor. The placard will state that a composting toilet is present and provide instructions for its use. Lettering on the placard will be no less than 1/4" in height and easy to read.
3. When restrooms are required to be accessible, composting and/or incinerating toilets in those rest rooms must also meet all accessibility requirements.
4. When composting or incinerating toilets are installed in a residence, permanent use and maintenance instructions must be provided to subsequent owners or tenants. The property owner is responsible for providing training to tenants in the proper use and care of composting or incinerating toilets.
5. Notice that the building contains composting and or incinerating toilets must be recorded in the permanent property record.

**ENACTED THIS \_\_ DAY OF SEPTEMBER 2016 BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST: \_\_\_\_\_  
Lori Strickler, City Clerk

# City Attorney's suggested Amendment To Ordinance 16-25

## 13.08.290 Unlawful sewage disposal.

It is unlawful for a person to dispose of sewage, liquid waste or human excreta from any premises by any method other than through ~~a composting or incinerating toilet~~[p1] or

utilization of the city sewer service or its appointed designee.

## 13.08.300 Individual sewer system.

It is unlawful for any person to operate or maintain an individual disposal system, without a state wastewater discharge permit, ~~unless the individual disposal system is a composting or incinerating toilet~~[p2], 18 AAC 72.010.

### 13.08.305 Composting/Incinerating Toilets

All composting or incinerating toilets must meet the following conditions:

1. Composting toilets utilize a waterless toilet in conjunction with a tank in which aerobic bacteria break down the waste. Incinerating toilets burn human waste. Composting and incinerating toilets must conform to NSF/ANSI Standard 41.
2. Design, construction, installation and maintenance of Composting Toilets must meet the requirements of ANSI/NSF Standard 41. Liquid and solid waste from a composting toilet must be disposed of either in the home sewage tank or a properly certified solid waste landfill.
3. Design, construction, installation and maintenance of gas-fired Incinerating Toilets must meet ANSI Z21.61 standards.
4. Design, construction, installation and maintenance of electric-fired Incinerating Toilets must meet NSF Standards.
5. All liquid from an Incinerating Toilet must be disposed of in the home's sewage tank.
6. In restrooms accessible to employees or the public, a permanent placard must be installed on the wall immediately adjacent composting and or incinerating toilets. The bottom edge of the placard must be between 35" and 48" above the floor. The placard will state that a composting toilet is present and provide instructions for its use. Lettering on the placard will be no less than 1/4" in height and easy to read
7. When restrooms are required to be accessible, composting and/or incinerating toilets in those rest rooms must also meet all accessibility requirements.
8. When composting or incinerating toilets are installed in a residence, permanent use and maintenance instructions must be provided to subsequent owners or tenants. The property owner is responsible for providing training to tenants in the proper use and care of composting or incinerating toilets.
9. Notice that the building contains composting and or incinerating toilets must be recorded in the permanent property record.

Introduced by: Mayor Robb  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

*CITY OF BETHEL, ALASKA*

**Ordinance #16-26**

**AN ORDINANCE BY THE BETHEL CITY COUNCIL CREATING CHAPTER 2.45 OF THE BETHEL MUNICIPAL CODE - ADMINISTRATIVE ADJUDICATION**

**WHEREAS**, the Bethel Municipal Code (BMC) currently contains sections that allow for the review of decisions made by department heads, committees, commissions and/or the City Manager;

**WHEREAS**, over the last three (3) years the BMC has been undergoing a review and updates have been proposed to correct outdated language or to simplify areas that have gotten confusing or become inapplicable with the passage of time;

**WHEREAS**, as the BMC is updated, the need for a stronger review process has become apparent;

**WHEREAS**, in order to provide citizens and those doing business with the City of Bethel better opportunity to have a grievance heard, it is necessary that a mechanism be in place that allows both sides to have as much information as possible about the nature of an allegation or accusation so that they may properly respond;

**WHEREAS**, since that time, applications for additional licenses within the City of Bethel have been submitted to the Alcohol and Marijuana Control Office (formerly the Alcohol Beverage Control Board); and

**WHEREAS**, the proposed language is intended to be a starting point making it clear to all that decisions are reviewable but that both sides have a right to know what is being alleged and both sides have a right to be fully prepared to respond;

**THEREFORE, BE IT ORDAINED** by the City Council of Bethel, Alaska, that: section 2.45 Administrative Adjudication is hereby added to the BMC.

**SECTION 1. Classification.** This ordinance is of a permanent nature and shall be codified in the Bethel Municipal Code.

Introduced by: Mayor Robb  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

**SECTION 2. Amendment.** Section 18.61 of the Bethel Municipal Code is created as follows (new language is underlined and old language is stricken):

## **2.45 Administrative Adjudication**

### **Sections**

2.45.010	Applicability of Section
2.45.020	Definitions
2.45.030	Accusation
2.45.040	Application for Administrative Decision
2.45.050	Notice of Appeal
2.45.060	Date of Hearing
2.45.070	Hearing Procedures
2.45.080	Scope of Review
2.45.090	Decisions
2.45.100	Reconsideration
2.45.110	Ex Parte Contacts Prohibited
2.45.120	Conflicts of Interest
2.45.130	Transition Measures
2.45.140	Appeals from Administrative Decision

### **2.45.010 Applicability of Section**

Except as otherwise provided by this Code or by law, the provisions of this chapter apply to all quasi-judicial proceedings and administrative hearings conducted by City officials, agencies, boards and commissions and the City Council. Where the provisions of this chapter are in conflict with the specific provisions of another law, statute or ordinance, the provisions of that law, statute or ordinance shall govern.

### **2.45.020 Definitions**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Administrative hearing" means any hearing, formal conference or other proceeding before a City board, agency, commission or official which is required by law or by this Code as a condition precedent to the determination by such board, agency, commission or official of any matter relating to the rights, privileges, duties, obligations or remedies of an identified individual.

Introduced by: Mayor Robb  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

2. "Agency, board and commission" mean any elected or appointed body, department, division or other administrative organ of the City having any legislative, quasi-judicial or administrative functions.
3. "Official" means any person elected, appointed, named or employed by the City to conduct as part of his duties quasi-judicial proceedings or administrative hearings.
4. "Quasi-judicial proceeding" means any hearing, formal conference or other proceeding before a City board, commission or official, to review the legality, appropriateness or wisdom of official actions taken on behalf of the City as they relate to the particular legal rights, privileges, duties, obligations or remedies of identified individuals.

#### **2.45.030 Accusation**

An administrative hearing permitted under this Code to determine whether a right, authority, license, privilege or permit should be suspended, revoked, limited or conditioned shall be initiated by the filing of an accusation on behalf of the official, board or commission empowered to take such action. The accusation:

- A. Shall set forth in writing, in ordinary and concise language, the acts or omissions with which the respondent is charged so that a defense may be prepared;
- B. Shall specify the ordinance, statute or regulation which the respondent is alleged to have violated, but may not consist merely of charges phrased in the language of the statute and rule; and
- C. Must be served personally on the respondent, or in compliance with the Alaska Rules of Court.

#### **2.45.040 Application for Administrative Decision**

An administrative hearing permitted under this Code to determine whether a right, authority, license, permit or privilege shall be granted, issued or reviewed is initiated by the filing of a written application for such administrative action with the official, board or commission empowered by law to take such action. The written application must identify the applicant, specify the nature of the right, authority, license, permit or privilege desired by the applicant, explain the reasons for such application, and recite the legal authority for such application. The application shall be served personally on the official, agency, board or commission empowered to make the decision.

#### **2.45.050 Notice of Appeal**

Introduced by: Mayor Robb  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

Where, under the provisions of this Code, a quasi-judicial proceeding is permitted to review an administrative action, the appellant shall apply in writing to the official, board or commission empowered to hear such appeal and shall identify himself, cite the administrative decision from which the appeal is taken, and in a succinct and coherent manner state the reasons for such appeal.

#### **2.45.060 Date of Hearing**

- A. Where an administrative hearing is allowed following an accusation as described in section 2.45.030, such hearing shall take place no less than thirty (30) calendar days and no more than sixty (60) calendar days following the date of service of such accusation on the respondent unless the parties agree to extend or reduce the time for a hearing. Any changes in scheduling are subject to approval of the hearing officer.
- B. Where an administrative hearing is permitted upon formal application by one seeking any right, authority, license, permit or privilege, such hearing shall take place no less than forty-five (45) calendar days and no more than ninety (90) calendar days following date of actual receipt of such application by the administrative official, agency, board or commission empowered to conduct such administrative hearing unless the parties agree to extend or reduce the time for a hearing. Any changes in scheduling are subject to approval of the hearing officer.
- C. Where a quasi-judicial proceeding is permitted to review any administrative action taken on behalf of the City, such proceeding shall take place no more than sixty (60) calendar days following the date a written notice of appeal as provided by section 2.45.050 is filed with the official, board or commission empowered to hear such appeal unless the parties agree to extend the time for a hearing. Any changes in scheduling are subject to approval of the hearing officer.

#### **2.45.070 Hearing Procedures**

Administrative hearings and quasi-judicial proceedings shall be conducted informally and may be governed by such rules and procedures as the official board or commission empowered to conduct such hearings or proceedings may choose to establish, except that:

- A. Parties may appear in person or through counsel.
- B. Parties may present witnesses and evidence on their own behalf.
- C. Parties or their counsel may cross examine opposing witnesses on matters relevant to the issues, impeach witnesses regardless of which party first called the witness to testify, and rebut evidence against the party.

Introduced by: Mayor Robb  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

- D. Relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of a common law or statutory rule which makes improper the admission of the evidence over objection in a civil action. Hearsay evidence may be considered provided there are guarantees of its trustworthiness and that it is more probative on the point for which it is offered than any other evidence which the proponent can procure by reasonable efforts.
- E. All administrative hearings and quasi-judicial proceedings shall be open to the public, unless otherwise agreed by all parties to such hearings or proceedings.
- F. All parties shall have the right to subpoena witnesses and documents using a form provided by the City clerk and submitted to the City clerk for issuance at least ten (10) business days before the date of the hearing.
- G. All administrative hearings and quasi-judicial proceedings shall be memorialized by an electronic recording.

#### **2.45.080 Scope of Review**

Unless otherwise provided in this Code, officials, boards or commissions empowered to conduct quasi-judicial proceedings may hear and decide de novo all matters appealed and may exercise independent judgment as to the weight of evidence supporting or refuting the findings of the City official, board or commission from whose decision the appeal is taken, and may exercise independent judgment on legal issues raised by the parties. Decisions by Department Heads or city officials may be modified, remanded or affirmed by the reviewing official, board or commission.

#### **2.45.090 Decisions**

No later than thirty (30) calendar days following an administrative hearing or quasi-judicial proceeding conducted under this chapter, the official, agency, board or commission empowered to conduct an administrative hearing or proceeding shall issue a written decision based on findings and conclusions adopted by the official, agency, board or commission. Such findings must be in writing and must be reasonably specific so as to provide interested persons and, where appropriate, reviewing authorities, a clear and precise understanding of the reasons for the decision entered. The decision, findings of fact and conclusions of law shall be forwarded to all parties to the appeal. A final appealable decision must indicate that it is a final order and that a party disputing the decision has thirty (30) calendar days to appeal.

#### **2.45.100 Reconsideration**

Introduced by: Mayor Robb  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

A decision of a board, commission or official reached at the conclusion of a quasi-judicial proceeding or administrative hearing may be reconsidered or reheard only if:

- A. There was substantial procedural error in the original proceedings;
- B. The official, board or commission acted without jurisdiction in the original proceeding; or
- C. The original decision was based on fraud or misrepresentation.

Any person seeking reconsideration or rehearing must file a request with the City

Clerk together with the materials supporting one or more of the grounds stated in this section within fifteen (15) calendar days of the decision for which reconsideration or rehearing is requested. A rehearing shall be conducted in the same manner as the original proceeding.

#### **2.45.110 Ex Parte Contacts Prohibited**

Officials, boards or commissions while acting in their quasi-judicial capacity shall be impartial in all matters both in fact and in appearance. No member of any board, commission or any official shall receive or otherwise engage in ex parte communications with the appellant, applicant or other parties adversely affected by the appeal or application or members of the public concerning the appeal or application or issues specifically presented in the notice of appeal either before the appeal hearing or during the period of time the matter is subject to reconsideration. This section shall not be deemed to prevent those charged with conducting administrative hearings or quasi-judicial proceedings from discussing matters relating to the appeal among themselves or to prohibit communications between the City staff and such persons where staff members are themselves not named parties to an appeal or members of anybody which has in its own name become an active party to the appeal.

#### **2.45.120 Conflicts of Interest**

No person shall serve on any board or commission or as an administrative official empowered to conduct an administrative hearing or quasi-judicial proceeding if:

- A. That person or a member of his immediate family has a measurable financial interest in any property affected by the application or appeal;
- B. That person or a member of his immediate family could foreseeably profit in any material way through resolution of the matters before such official, agency, board or commission;
- C. That person believes they could not be fair and impartial or due to the person's job, position or other reason, a reasonable person would believe the person serving could not be fair and impartial; or

Introduced by: Mayor Robb  
Date: August 23, 2016  
Public Hearing: September 13, 2016  
September 27, 2016  
Action:  
Vote:

D. That person would be faced with a violation of the code of ethics of the City by voting on or participating in the application or appeal.

### **2.45.130 Transition Measures**

The provisions of this chapter shall apply only to those appeals or applications for administrative decisions filed on or after the effective date of the ordinance from which this chapter is derived.

### **2.45.140 Appeals from Administrative Decision**

A final decision issued under section 2.45.090 may be appealed to the Superior Court, Fourth Judicial District, within thirty (30) calendar days of the date the decision was issued. For the purposes of this section the date of issuance is the date upon which the decision was mailed or delivered to the parties.

**SECTION 2. Effective Date.** This ordinance shall become effective September 20, 2016.

**ENACTED THIS \_\_\_ DAY OF SEPTEMBER 2016, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk

Introduced by: City Manager, Ann K. Capela  
Date: September 13, 2016  
Public Hearing: September 27, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #16-28**

#### **AN ORDINANCE AUTHORIZING THE CITY OF BETHEL TO ISSUE A LEASE REVENUE REFUNDING BOND, 2016 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,400,000, TO REFUND CERTAIN OUTSTANDING LEASE REVENUE BONDS OF THE CITY, FIXING CERTAIN DETAILS OF SUCH BOND AND AUTHORIZING THE SALE OF SUCH BOND, AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, the City of Bethel, Alaska (the "City"), a second class city organized under the Constitution and laws of the State, owns and operates the Nora Guinn Courthouse Building, formerly known as the Braund Building Courthouse (the "Courthouse Complex"); and

**WHEREAS**, pursuant to Section 4.19.020 of the Bethel Municipal Code ("BMC"), the City has established the Braund Building Enterprise Fund into which are deposited all revenues derived from the leasing, licensing, and other revenue-producing uses of the Courthouse Complex (as further defined herein, the "Lease Revenue"); and

**WHEREAS**, there is now outstanding \$2,470,000 principal amount of Lease Revenue Bond, 2007 of the City (the "2007 Bond") issued under Ordinance #07-14 approved by the Council on June 12, 2007; and

**WHEREAS**, the Council finds that it is in the best interest of the City to provide for the refunding, including the payment of principal of and interest on, those principal installments of the 2007 Bond maturing on and after September 1, 2018, in the aggregate principal amount of \$2,295,000, whose refunding the City Manager or City Finance Director determines will produce the debt service savings specified in this ordinance, by the issuance of a lease revenue refunding bond in the aggregate principal amount of not to exceed \$2,400,000 (the "Bond"); and

**WHEREAS**, AS 29.47.250 and 29.47.310 provide that the City may issue revenue bonds and refunding revenue bonds without ratification of the voters; and

**WHEREAS,** the Council finds that it is necessary and appropriate to delegate to each of the City Manager and City Finance Director authority to determine the principal installment amounts, interest rates and other details of the Bond, and to determine other matters pertaining to the Bond that are not provided for in this ordinance; and

**WHEREAS,** the Alaska Municipal Bond Bank will purchase the Bond with proceeds of its general obligation bonds pursuant to the terms of an amendatory loan agreement (the "Amendatory Loan Agreement"); and

**WHEREAS,** the Amendatory Loan Agreement will amend the Loan Agreement dated as of July 1, 2007, to provide for the refunding of the Refunded Bond, and related matters.

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1. Definitions.**

Terms not herein defined shall have the meaning set forth in the herein defined Parity Bond Ordinance. The following terms shall have the following meanings in this ordinance:

- A) "Amendatory Loan Agreement" means the Amendatory Loan Agreement between the City and the Bond Bank, amending the Loan Agreement to provide for the refunding of the Refunded Bond through their exchange for the Bond, and related matters.
- B) "Annual Debt Service" means, for any Fiscal Year the sum of:
  - i. all interest due in such year on all outstanding Parity Bonds, excluding interest to be paid from the proceeds of Parity Bonds,
  - ii. the principal of all Serial Bonds due in such year, and
  - iii. the Sinking Fund Requirement, if any, for such year.
- C) "Bond" means the "Lease Revenue Refunding Bond, 2016" of the City of Bethel, the issuance and sale of which is authorized herein.
- D) "Bond Bank" means the Alaska Municipal Bond Bank, a public corporation of the State of Alaska, created pursuant to the provisions of Chapter 85, Title 44, Alaska Statutes, as amended.
- E) "Bond Bank Bonds" means a series of bonds issued by the Bond Bank.
- F) "Bond Fund" means the City of Bethel Lease Revenue Bond Fund established pursuant to Section 5.1 of the Parity Bond Ordinance to pay and secure the payment of all Parity Bonds.

- G) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the Registered Owners of the Bond or their nominees.
- H) "City" means the City of Bethel, a municipal corporation duly organized and existing under the Constitution and laws of the State of Alaska.
- I) "City Manager" means the City Manager or the Acting City Manager of the City or the successor to the duties of such office.
- J) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- K) "Consultant" means at any time an independent consultant having a favorable reputation for skill and experience with the operation of properties comparable to the Courthouse Complex selected by the City to perform the duties of the Consultant as required by this ordinance. For the purpose of providing a certificate required by Section 16(B)(3) hereof, the term Consultant may also include an independent public accounting firm appointed by the City to provide such certificate.
- L) "Costs of Maintenance and Operation" means all necessary operating expenses (net of any reimbursement of such expenses by any tenant of the Courthouse Complex), current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expense with respect to the Courthouse Complex, but excludes depreciation, payments for debt service or into debt service reserve accounts with respect to obligations of the City payable from Lease Revenue, costs of capital additions to or replacements of the Courthouse Complex, municipal taxes, or payments to the City in lieu of taxes.
- M) "Continuing Disclosure Certificate" means a certificate relating to the Bond executed in connection, and delivered by the City, with respect to compliance with paragraph (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission, as such certificate may be amended or supplemented from time to time.
- N) "Council" means the legislative authority of the City as duly constituted from time to time.
- O) "Courthouse Complex" means the Nora Guinn Courthouse Building, formerly known as Braund Building Courthouse, located in Bethel, Alaska.
- P) "Debt Service Account" means the account of that name authorized to be established within the Bond Fund pursuant to Article V of the Parity Bond Ordinance.
- Q) "Federal Tax Certificate" means the certificate executed by the City setting forth certain covenants relating to the tax-exempt status of interest on the Bond.

- R) "Finance Director" means the Finance Director or Acting Finance Director of the City or the successor to the duties of such office.
- S) "Fiscal Year" means the fiscal year used by the City at any time. At the time of the adoption of this ordinance, the Fiscal Year is the twelve-month period beginning July 1 of each year and ending June 30 of the following year.
- T) "Future Parity Bonds" means any lease revenue bonds of the City, the principal of and interest on which are payable from the Revenue Fund on a parity with the payments required to be made from such Fund to pay and secure the payment of the principal of and interest on the 2007 Bond and the Bond.
- U) "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States Government.
- V) "Junior Lien Obligations" means lease revenue bonds or other obligations issued by the City pursuant to the provisions of Section 18 of this ordinance.
- W) "Lease Revenue" means all revenues derived from the leasing, licensing, and other revenue-producing uses of the Courthouse Complex, including income from the investment of any money in the Revenue Fund, the Bond Fund and any other bond or redemption fund for lease revenue bonds (but excluding bond proceeds, income from investments of bond proceeds, and income from investments irrevocably pledged to the payment of lease revenue bonds pursuant to a plan of defeasance or refunding).
- X) "Loan Agreement" means the Loan Agreement between the City and the Bond Bank dated as of July 1, 2007, as amended by the Amendatory Loan Agreement.
- Y) "Net Revenue" means all Lease Revenue less the Costs of Maintenance and Operation.
- Z) "Parity Bonds" means the 2007 Bond, the Bond and any Future Parity Bonds.
- AA) "Parity Bond Ordinance" means Ordinance #07-14, approved by the Council on June 12, 2007.
- BB) "Refunded Bond" means the principal installments of the 2007 Bond whose refunding is approved by the City Manager or Finance Director under Section 11 of this ordinance.
- CC) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.
- DD) "Registrar" means the City Finance Director.
- EE) "Reserve Account" means the account of that name established within the Bond Fund pursuant to Article V of the Parity Bond Ordinance.
- FF) "Reserve Requirement" means the least of (i) maximum Annual Debt Service, (ii) 125% of average Annual Debt Service, or (iii) 10% of the face amount of the Parity Bonds.

GG) "Revenue Fund" means the "Braund Building Enterprise Fund" established pursuant to Section 4.19.020 of the BMC, into which all Lease Revenue is deposited as received.

HH) "2007 Bond" means the outstanding \$2,470,000 Lease Revenue Bond, 2007 of the City.

## **Section 2. Authorization of Bond and Purpose of Issuance.**

For the purpose of effecting the refunding by exchange of the Refunded Bond in the manner set forth hereinafter and in the Amendatory Loan Agreement, the City hereby authorizes and determines to issue and sell the Bond in the aggregate principal amount of not to exceed \$2,400,000.

## **Section 3. Designation, Maturities, Interest Rates, and Other Details of the Bond.**

The Bond shall be designated "City of Bethel, Alaska, Lease Revenue Refunding Bond, 2016." The Bond shall be in denominations of \$5,000 or any integral multiple thereof and with such designation as the Registrar deems necessary for purposes of identification, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Installments of principal of the Bond shall be paid annually commencing on or after January 1, 2017 and continuing no later than December 31, 2027. The Bond shall bear interest from its dated date, payment commencing on a date on or after December 1, 2016, and semi-annually thereafter in each year. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The dated date, the principal and interest payment dates, the aggregate principal amount, the principal amount of each installment, and the interest rates for each principal installment of the Bond shall be determined at the time of execution of the Amendatory Loan Agreement pursuant to Section 21 of this ordinance.

## **Section 4. Prepayment.**

Provisions for the optional prepayment of some or all principal installments of the Bond may be established pursuant to Section 21 of this ordinance and shall be set forth in the Amendatory Loan Agreement. Portions of the principal amount of the Bond, in installments of \$5,000 or any integral multiple of \$5,000, may be prepaid.

**So long as the Bond Bank is the Registered Owner of the Bond, notice of prepayment shall be given according to the terms of the Loan Agreement. If the Bond Bank is not the Registered Owner of the Bond, notice of prepayment shall be given not less than thirty (30) nor more than sixty (60) days prior to the date fixed for prepayment by first class mail, postage prepaid, to the Registered Owner of the Bond at the address appearing on the Bond Register. The requirements of this Section shall be deemed complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the owner of the Bond.**

Each official notice of prepayment shall be dated and shall state:

- (i) the prepayment date,
- (ii) the prepayment price or prepayment premium, if any, payable upon such prepayment;
- (iii) if less than all of an installment of principal is to be prepaid, the principal amount to be prepaid (which must be an integral multiple of \$5,000);
- (iv) that the interest on the Bond, or on the principal amount thereof to be prepaid, designated for prepayment in such notice, shall cease to accrue from and after such prepayment date; and
- (v) that on such date there will become due and payable on the Bond the principal amount thereof to be prepaid and the interest accrued on such principal amount to the prepayment date.

**Section 5. Form of Bond.**

The Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this ordinance:

**UNITED STATES OF AMERICA  
STATE OF ALASKA**

**CITY OF BETHEL**  
(A Municipal Corporation of the State of Alaska)

NO. \_\_\_\_\_

\$ \_\_\_\_\_

**LEASE REVENUE REFUNDING BOND, 2016**

**REGISTERED OWNER:** \_\_\_\_\_

**PRINCIPAL AMOUNT:** \$ \_\_\_\_\_

The City of Bethel, Alaska (the "City"), a municipal corporation of the state of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, its registered assigns, the Principal Amount indicated above in the following installments on December of each of the following years, and to pay interest on such installments from the date hereof, payable on June 1, 20\_\_ and semiannually thereafter on the 1st days of December and June of each year, at the rates per annum as follows:

<b><u>Year</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>
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Introduced by: City Manager, Ann K. Capela  
Date: September 13, 2016  
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**Principal of, interest, and premium, if any, on this Bond are payable solely out of the special fund of the City known as the "City of Bethel Lease Revenue Bond Fund" (the "Bond Fund") established pursuant to Ordinance #07-14 and Ordinance #16-\_\_ of the City (the "Bond Ordinance"). Both principal of and interest on this Bond are payable in lawful money of the United States of America. Installments of principal of and interest on this Bond are payable by check or draft of the City's Finance Director (the "Registrar") mailed (on the date such interest is due) to the Registered Owner hereof at the address appearing on the records maintained by the Registrar as of the fifteenth day of the month preceding the interest payment date. The final installment of principal of and interest on this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this bond at the office of the Registrar in Bethel, Alaska. Notwithstanding the foregoing, so long as the Alaska Municipal Bond Bank (the "Bond Bank") is the Registered Owner of this Bond, payments of principal of and interest on this Bond shall be made to the Bond Bank in accordance with the Loan Agreement dated July 1, 2007, as amended on \_\_\_\_\_, 2016 (the "Loan Agreement").**

This Bond is issued under and pursuant to the Bond Ordinance, and under the authority of and in full compliance with the Constitution and laws of the State of Alaska. This Bond is issued to refund outstanding lease revenue bonds of the City. Capitalized terms used and not otherwise defined on this Bond shall have the meanings given such terms in the Bond Ordinance.

This Bond is subject to prepayment as provided in the Bond Ordinance and the Loan Agreement.

By the Bond Ordinance, the City has pledged to set aside from the Revenue Fund, and to pay into the Bond Fund and Debt Service Account and Reserve Account therein, the various amounts required by the Bond Ordinance to be paid into and maintained in said fund and accounts, all within the times provided by the Bond Ordinance. The City has further pledged and bound itself to pay into the Revenue Fund as collected all of the Lease Revenue.

Said amounts so pledged to be paid out of the Revenue Fund into the Bond Fund and the Accounts therein are hereby declared to be a prior lien and charge upon the money in the Revenue Fund superior to all other charges of any kind or nature except the Costs of Maintenance and Operation and equal in rank to any charges that may be

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made on the Revenue Fund to pay and secure the payment of any Parity Bonds and Future Parity Bonds.

**This Bond is transferable as provided in the Bond Ordinance, (i) only upon the bond register of the City, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the registered owner or the duly authorized attorney of the registered owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance and upon the payment of charges, if any, as therein prescribed. The City may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.**

**IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts or things required by the constitution or statutes of the State of Alaska to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed, and that this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said constitution, statutes, or charter.**

IN WITNESS WHEREOF, THE CITY OF BETHEL, ALASKA, has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be impressed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk

[SEAL]

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## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells assigns and transfers unto

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(Please insert Social Security or taxpayer identification number of transferee)

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(Please print or typewrite name and address, including zip code of transferee)

the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, of \_\_\_\_\_, or its successor, as Registrar, to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed  
Pursuant to law.

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NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

### **Section 6. Execution.**

The Bond shall be executed in the name of the City by the Mayor or her/his designee, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the City Clerk. The execution of the Bond on behalf of the City by persons who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of authentication of the Bond or shall not have held office on the date of the Bond.

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### **Section 7. Payment of Principal and Interest.**

The Bond shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. As long as the Bond Bank is the Registered Owner of the Bond, payment of principal and interest on the Bond shall be made as provided in the Loan Agreement. If the Bond Bank is no longer the Registered Owner of the Bond, installments of principal and interest on the Bond shall be paid by check mailed by first class mail to the Registered Owner as of the fifteenth day of the month preceding each installment payment date at the address appearing on the Bond Register; provided that the final installment of principal and interest on the Bond shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Registrar.

### **Section 8. Registration.**

The Bond shall be issued only in registered form as to both principal and interest. The City designates the City Finance Director as Registrar for the Bond. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the City. The City covenants that, until the Bond has been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code. The City and the Registrar may treat the person in whose name any Bond shall be registered as the absolute owner of such Bond for all purposes, whether or not the Bond shall be overdue, and all payments of principal of and interest on a Bond made to the Registered Owner thereof or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Registrar shall be affected by any notice to the contrary.

### **Section 9. Transfer and Exchange.**

The Bond shall be transferred only upon the books for the registration and transfer of the Bond kept at the office of the Registrar. Upon surrender for transfer or exchange of the Bond at such office, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, the City shall execute and deliver an equal aggregate principal amount of Bond of the same maturity of any authorized denominations, subject to such reasonable regulations as the City may prescribe and upon payment sufficient to reimburse it for any tax, fee or other governmental charge required to be paid in connection with such transfer or exchange. The Bond surrendered for transfer or exchange shall be canceled by the Registrar.

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**Section 10. Bond Mutilated, Destroyed, Stolen or Lost.**

Upon surrender to the Registrar of a mutilated Bond, the City shall execute and deliver a new Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the City that a Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the City with indemnity satisfactory to it, the City shall execute and deliver a new Bond of like maturity and principal amount. The person requesting the execution and delivery of a new Bond under this Section shall comply with such other reasonable regulations as the City may prescribe and pay such expenses as the City may incur in connection therewith.

**Section 11. Designation of Refunded Bonds.**

The City Manager and the City Finance Director each is authorized to designate which principal installments of the 2007 Bond are authorized to be refunded in this ordinance shall be refunded, provided that the refunding of the 2007 Bond so designated shall realize an aggregate debt service savings, net of all issuance costs and underwriting discount, on a present value basis.

**Section 12. Bond Fund; Debt Service Account.**

A) Bond Fund. The Parity Bond Ordinance established a special fund of the City designated as the "City of Bethel Lease Revenue Bond Fund" (the "Bond Fund"), which fund is to be drawn upon for the sole purpose of paying the principal of, premium, if any, and interest on Parity Bonds. Within the Bond Fund there was established a Debt Service Account and a Reserve Account.

B) Payments into Debt Service Account. So long as the Bond remains outstanding, the City obligates and binds itself to set aside and pay into the Debt Service Account out of money in the Revenue Fund, the following:

(i) On or before the 25th day of each month, commencing in the first month following the issuance of the Bond, a proportional amount of the interest due on the Bond on the next succeeding interest payment date; and

(ii) On or before the 25th day of each month, commencing in the first month following the issuance of the Bond, a proportional amount of the principal due on the Bond on the next succeeding principal payment date; and

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- (iii) Amounts required to be transferred from the Reserve Account pursuant to Section 13(B) hereof.

Money in the Debt Service Account shall be held for the benefit of the owners of all Parity Bonds then outstanding and payable equally and ratably and without preference or distinction as between different series, installments or maturities.

### **Section 13. Reserve Account.**

- A) Reserve Account. The Reserve Account shall be maintained to secure the payment of the principal of, premium, if any, and interest on the 2007 Bond, the Bond, and any Future Parity Bonds. The City hereby covenants and agrees when the Bond is issued, an amount sufficient to satisfy the Reserve Requirement for the Bond shall be on deposit in the Reserve Fund.

The City further covenants and agrees that in the event it issues any Future Parity Bonds it will provide in each ordinance authorizing the issuance of such Future Parity Bonds that on or prior to the date of issuance of such Future Parity Bonds money shall be deposited into the Reserve Account, from proceeds of such bonds or other funds available therefor, so that the total amount of money in the Reserve Account will at least equal the Reserve Requirement.

The City further covenants that it will at all times maintain an amount in the Reserve Account sufficient to satisfy the Reserve Requirement, as determined each Fiscal Year with respect to the Parity Bonds, secured thereby. Whenever there is a sufficient amount in the Bond Fund, including all accounts therein, to pay the principal of, premium, if any, and interest on all Parity Bonds then outstanding, the money in the Reserve Account may be used to pay the principal of, premium, if any, and interest on the Parity Bonds secured thereby, after all funds available for such purpose in the Debt Service Account have been so used. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, of the Parity Bonds secured thereby, so long as the money remaining on deposit in the Reserve Account is at least equal to the Reserve Requirement determined with respect to the Parity Bonds then outstanding.

- B) Deficiency in Debt Service Account. In the event there shall be a deficiency in the Debt Service Account to make any payment of interest on or principal of and interest on any Parity Bonds, such deficiency shall be made up by withdrawal of money from the Reserve Account and the sale or redemption of obligations held

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in the Reserve Account, if necessary, in such amounts as will provide cash in the Reserve Account sufficient to make up any such deficiency. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Net Revenue, after making necessary provision for the payments required to be made by paragraphs First through Third, inclusive, of Section 16(A) of this ordinance, as soon as sufficient Net Revenue is available, but in any event no later than six months following any such withdrawal.

- C) Investment of Reserve Account Funds. Money in the Reserve Account may be kept in cash or invested in lawful investments for City funds maturing not later than the final maturity of the Bond. Interest earned on any such investments and/or any profits realized from the sale thereof shall be deposited in and become a part of the Revenue Fund.

#### **Section 14. Lien of Revenue Fund.**

The amounts pledged by the Parity Bond Ordinance and this ordinance to be paid out of the Revenue Fund into the Bond Fund and the Debt Service Account and Reserve Account therein are hereby declared to be a prior lien and charge upon all the money in the Revenue Fund superior to all other charges of any kind or nature except the charges required to pay Costs of Maintenance and Operation and equal in rank to any charges that may later be made on money in the Revenue Fund to pay the principal of, premium, if any, and interest on any Future Parity Bonds.

#### **Section 15. Defeasance.**

In the event that money and/or Government Obligations maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to prepay and retire the Bond or a portion thereof in accordance with its terms, are set aside in a trust or escrow account held by a bank or trust company to effect such prepayment and retirement, and such money and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose for the benefit of the owner of the Bond or portion thereof, then no further payments need be made into the Debt Service Account for the payment of the principal of and interest on the Bond or portion thereof so provided for, and the Bond or portion thereof shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the money so set aside and pledged, and such Bond or portion thereof shall be deemed not to be outstanding hereunder.

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## **Section 16. Bond Covenants.**

A) Revenue Fund. Pursuant to Section 4.19.020 BMC, there has heretofore been established a special fund of the City known as the "Braund Building Enterprise Fund" (the "Revenue Fund"), into which all Lease Revenue shall be deposited as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City. The Lease Revenue deposited in the Revenue Fund shall be used only for the following purposes and in the following order of priority; provided, however, that any payments in lieu of taxes shall be subordinate to the payments required to be made into the Bond Fund out of the Revenue Fund:

First, to pay the Costs of Maintenance and Operation;

Second, to make all payments required to be made into the Debt Service Account to pay the interest on any Parity Bonds;

Third, to make all payments required to be made into the Debt Service Account to pay the maturing principal of any Serial Bonds and to satisfy the Sinking Fund Requirement;

Fourth, to make all payments required to be made into the Reserve Account;

Fifth, to make all payments required to be made into any bond redemption fund, debt service account, reserve account or sinking fund account established to pay and secure the payment of the principal of and interest on any revenue bonds or other revenue obligations of the City having a lien on Lease Revenue junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Sixth, to retire by redemption or purchase in the open market any outstanding revenue bonds or other obligations of the City payable from the Revenue Fund, to make necessary additions, betterments, improvements and repairs to or replacements of the Courthouse Complex, or for any other lawful City purpose.

B) General Covenants. The City hereby covenants with the owner of the Bond, so long as the Bond is outstanding, as follows:

(1) Rate Covenant. That it will at all times establish, maintain and collect rentals, fees, and charges in the operation of the Courthouse Complex for as long as the Bond is outstanding that will produce Net Revenue in each Fiscal Year in an amount equal to at least 1.25 times Annual Debt Service.

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If this rate covenant is not met in any Fiscal Year, the City will retain a Consultant to make recommendations regarding the operation of the Courthouse Complex and the rentals, fees and charges established for use of the Courthouse Complex. The City shall not be in default under this subsection (1) so long as the Council, to the extent permitted by law, within the next Fiscal Year, adopts the recommendations of such Consultant regarding the operations of the Courthouse Complex and any changes in rentals, fees and charges for use of the Courthouse Complex.

(2) Operation and Maintenance of Courthouse Complex; Enforcement of Leases. That it will at all times maintain and keep the Courthouse Complex in good repair, working order and condition, and will at all times operate the Courthouse Complex and the business in connection therewith in an efficient manner and at a reasonable cost. The City will perform at all times all of its covenants, undertakings, stipulations and provisions under any lease by the City of any portion of the Courthouse Complex, including but not limited to the leases by the City of portions of the Courthouse Complex to the State of Alaska, and the City will enforce against any tenant under such lease, including but not limited to the State of Alaska, all of the tenant's covenants, undertakings, stipulations and provisions under such lease.

(3) Sale or Disposition. That it will not mortgage, sell or otherwise encumber or dispose of the Courthouse Complex unless provision is made for payment into the Bond Fund of a sum sufficient to pay the principal and interest of all the outstanding Parity Bonds in accordance with the terms thereof, nor will it sell or otherwise dispose of any portion of the real property constituting the Courthouse Complex unless (i) the City (A) replaces such property with property that produces for the Revenue Fund approximately the same amount of revenue and (B) receives the prior written consent of the Bond Bank to such replacement or (ii) the City provides for payment into the Bond Fund of one of the following (as the Council may determine in its sole discretion):

(a) an amount that will be in the same proportion of the net principal amount of Parity Bonds then outstanding (defined as the total principal amount of such bonds then outstanding less the amount of cash and investments in the Bond Fund) that the Lease Revenue attributable to the portion of the Courthouse Complex to be sold or disposed of for any consecutive thirty-six (36) of the forty-eight (48) months preceding such sale or disposition bears to total Lease Revenue for such period; or

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(b) an amount that will be in the same proportion of the net principal amount of all Parity Bonds then outstanding (as defined above) that the Net Revenue attributable to the portion of the Courthouse Complex to be sold or disposed of for any consecutive thirty-six (36) of the forty-eight (48) months preceding such sale or disposition bears to total Net Revenue for such period; or

(c) an amount that will be in the same proportion to the net principal amount of all Parity Bonds then outstanding (as defined above) that the book value of the portion of the Courthouse Complex sold or disposed of bears to the book value of all of the Courthouse Complex immediately prior to such sale or disposition; and

The City obtains a certificate from a Consultant to the effect that the portion of the Courthouse Complex remaining after such sale or disposition shall provide sufficient Lease Revenue to pay when due the principal of and interest on all Parity Bonds that remain outstanding.

Any such money so paid into the Bond Fund shall be used to retire Parity Bonds at the earliest possible date

Notwithstanding anything in this Section 16(B)(3) to the contrary, the City may sell or otherwise dispose of any real or personal property constituting part of the Courthouse Complex with a value less than 5% of the net book value of the Courthouse Complex or that has become unserviceable, inadequate, obsolete or unfit to be used in the operation of the Courthouse Complex, or no longer necessary, material to or useful in such operation, without making any deposit into the Bond Fund.

- (4) Annual Audit. That it will within a period of one hundred eighty (180) days following the close of each Fiscal Year cause an audit of the Revenue Fund and any other books and accounts of the Courthouse Complex to be made by an independent certified public accountant or firm of certified public accountants, which audit shall show the income and expenditures of the Courthouse Complex, the balance sheet as of the end of such Fiscal Year, comments in regard to the manner in which the City has carried out the requirements of this ordinance, a list and amount of insurance policies in force on any part of the Courthouse Complex, and the number and classification of Courthouse Complex customers.

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- (5) Insurance. That it will at all times carry fire and extended coverage, commercial general liability and property damage and such other forms of insurance with responsible insurers and with policies payable to the City for the full replacement value of the Courthouse Complex.

### **Section 17. Parity Bond Covenants.**

The City hereby covenants with the owners of the Parity Bonds, including the Bonds:

- A) That at the time of the issuance of the Bonds there is no deficiency in the Bond Fund or any accounts therein.
- B) The Bonds shall be payable from the Bond Fund, in monthly payments as set forth in Section 12(B) of this ordinance.
- C) On the date of issuance of the Bond, amounts held in the Reserve Fund shall satisfy the Reserve Requirement.
- D) The issuance of the Bond results in a debt service savings and does not require an increase of more than \$5,000 in any year for Debt Service on the Bond or the Bond Bank has provided its written consent regarding the issuance of the Bond.

### **Section 18. Junior Lien Obligation.**

Nothing contained in this ordinance shall prevent the City from issuing obligations payable from a lien on Lease Revenue that is junior and inferior to the lien thereon of the Parity Bonds.

### **Section 19. Tax Covenants.**

The City covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bond from gross income for federal income tax purposes. The City covenants that it will make no use of the proceeds of the Bond which will cause the Bond or the Refunded Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The City covenants that it will not take or permit any action that would cause the Bond to be "private activity bonds" as defined in Section 141 of the Code.

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**Section 20. Amendatory and Supplemental Ordinances.**

A) The Council from time to time and at any time may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this ordinance, for any one or more of the following purposes:

1. To add to the covenants and agreements of the City in this ordinance, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City.
2. To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this ordinance or in regard to matters or questions arising under this ordinance as the Council may deem necessary or desirable and not inconsistent with this ordinance and which shall not adversely affect the interests of the Registered Owners of the Bond.

Any such supplemental ordinance may be adopted without the consent of the Registered Owner of the Bond at any time outstanding, notwithstanding any of the provisions of subsection (B) of this Section.

B) With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Bond at the time outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

1. extend the fixed maturity of the Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owners of the Bond so affected; or
2. reduce the aforesaid percentage of Registered Owners of the Bond required to approve any such supplemental ordinance without the consent of the Registered Owners of the Bond then outstanding.

Introduced by: City Manager Capela  
Introduction Date: September 13, 2016  
Public Hearing: September 27, 2016  
Action:  
Vote:

It shall not be necessary for the consent of the Registered Owners of the Bond under this subsection to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent approves the substance thereof.

- C) Upon the adoption of any supplemental ordinance under this Section, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all Registered Owners of the outstanding Bond shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.
- D) Each Bond executed and delivered after the execution of any supplemental ordinance adopted under this Section may bear a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, a new Bond modified so as to conform, in the opinion of the City, to any modification of this ordinance contained in any such supplemental ordinance may be prepared by the City and delivered without cost to the Registered Owners of the Bond then outstanding, upon surrender for cancellation of such Bond in equal aggregate principal amounts.

### **Section 21. Exchange of Bond; Amendatory Loan Agreement.**

The Bond shall be delivered to the Bond Bank in exchange for the Refunded Bond. The City has been advised by the Bond Bank that bond market conditions are fluctuating and that the most favorable market conditions for the sale of the Bond Bank Bonds may not occur on the date of a regular Council meeting. The Council has determined that it would be inconvenient to hold a special meeting on short notice to approve the terms of the Bond. Therefore, the Council hereby determines that it is in the best interest of the City to delegate the authority to approve the terms of the Bond as provided herein. Each of the City Manager and the City Finance Director is hereby authorized to determine the aggregate principal amount, principal installment amounts, interest rates, yields, dated date, principal and interest payment dates, and prepayment terms, if any, for the Bond, so that such terms of the Bond conform to the terms of the corresponding Bond Bank Bonds; provided that the interest rate on each principal installment of the Bond shall not exceed the interest rate on the corresponding maturity of the Bond Bank Bonds. Based upon the foregoing determination, the City Manager and the City Finance Director each is authorized to negotiate and execute an Amendatory Loan Agreement. The authority granted to the City Manager and City Finance Director by this Section shall expire one hundred eighty (180) days after the effective date of this ordinance. If the City Manager or City Finance Director has not executed an Amendatory Loan

Introduced by: City Manager Capela  
Introduction Date: September 13, 2016  
Public Hearing: September 27, 2016  
Action:  
Vote:

Agreement within one-hundred eighty (180) days from the effective date of this ordinance, the Amendatory Loan Agreement may not be executed on behalf of the City without further authorization from the Council.

**Section 22. Official Statement.**

The City Manager and City Finance Director are each hereby authorized to approve the form of the preliminary and the final Official Statement for the Bond Bank Bonds as each pertains to the City and the Bond.

**Section 23. Authority of Officers.**

The Mayor, the City Manager, the City Finance Director, and the City Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this ordinance, to the end that the City may carry out its obligations under the Bond and this ordinance.

**Section 24. Miscellaneous.**

No recourse shall be had for the payment of the principal of or the interest on the Bond or for any claim based thereon or on this ordinance against any member of the Council or officer of the City or any person executing the Bond. The Bond is not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the City, and does not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said state or of any political subdivision thereof, except the City.

**Section 25. Continuing Disclosure.**

The City hereby covenants and agrees that it will execute and carry out all of the provisions of a Continuing Disclosure Certificate in form and substance satisfactory to the Bond Bank if execution and delivery of such Certificate is required by the Bond Bank. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default of the City's obligations under this ordinance or the Bond; however, the beneficial owner of any Bond or Bond Bank Bond may bring an action for specific performance, to cause the City to comply with its obligations under this Section.

Introduced by: City Manager Capela  
Introduction Date: September 13, 2016  
Public Hearing: September 27, 2016  
Action:  
Vote:

**Section 26. Severability.**

If any one or more of the provisions of this ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

**Section 27. Effective Date.**

In accordance with Section 2.04.160(D) of the BMC, this ordinance shall be in full force and effect immediately upon its passage by the Bethel City Council.

**ENACTED THIS 13th DAY OF SEPTEMBER 2016, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

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Richard Robb, Mayor

**ATTEST:**

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Lori Strickler, City Clerk

(City Seal)

Introduced by: Vice- Mayor Maczynski

Date: September 13, 2016

September 27, 2016

Action:

Vote:

## *CITY OF BETHEL*

### **Resolution # 16-27**

#### **A RESOLUTION SUPPORTING THE DEVELOPMENT OF BETHEL AIRPORT IMPROVEMENTS**

**WHEREAS**, the City of Bethel is a 2<sup>nd</sup> Class Incorporated Community; and

**WHEREAS**, the Bethel City Council is the recognized governing body for the City of Bethel; and

**WHEREAS**, the Bethel airport is a needed part of the local infrastructure that will serve both the social and economic needs of Bethel and the Yukon/Kuskokwim Delta; and

**WHEREAS**, the Bethel airport is in need of improvements to increase the efficiency and safety for aircraft and airport operations and maintenance; and

**WHEREAS**, the State of Alaska Department of Transportation and Public Facilities is committed to work closely with the City of Bethel to plan and design the airport improvement project.

**NOW THEREFORE BE IT RESOLVED THAT** the City of Bethel City Council fully supports the State of Alaska's efforts to implement improvements at the Bethel Airport.

**PASSED AND APPROVED THIS 27<sup>th</sup> DAY OF SEPTEMBER 2016, BY A \_\_\_\_\_ VOTE IN FAVOR AND A \_\_\_\_\_ VOTE IN OPPOSITION.**

---

Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

## **Resolution # 16-27**

**WHEREAS,** The Bethel City Council (hereinafter BCC) is the Legislative body of the City of Bethel, Alaska; and

**WHEREAS;** The City of Bethel is a 2<sup>nd</sup> Class Incorporated Community; and

**WHEREAS;** The Bethel airport is a needed part of the local infrastructure that will serve both the social and economic needs of Bethel and the Yukon/Kuskokwim Delta; and

**WHEREAS;** The Bethel airport is in need of improvements to increase the efficiency and safety for aircraft and airport operations and maintenance; and

**WHEREAS;** The State of Alaska Department of Transportation and Public Facilities is committed to work closely with the City of Bethel to plan and design the airport improvement project in accordance to the BMC Chapter 12.5 Complete Streets;

## City of Bethel Action Memorandum

Action memorandum No.	16-62		
Date action introduced:	September 13, 2016	Introduced by:	City Manager Capela
Date action taken:		Approved	Denied
Confirmed by:			

### SUBJECT / ACTION:

Request approval to enter into a service agreement with Caselle to perform financial data analysis for: Item #1 General Ledger cleanup for \$2,250 a month and Item #2 Accounts Receivable for \$800 per month. This service would be a **pilot project trial period for one (1) year** not to exceed the total cost of \$36,600 for the year.

Route to:	Department/Individual:	Initials:	Remarks:
Finance	Hansel Mathlaw		Recommend
C. M.	Ann K. Capela		Recommend
Legal			
City Finance Committee	City Finance Committee		Recommendation of the City Finance Committee 08/29/16

Attachment(s): City Finance Director's Determination for one source for required purchasing BMC 4.20.250

Amount of fiscal impact:		Account information:
	No fiscal impact	
	Funds are budgeted.	
\$36,600.00	Funds are not budgeted. Budget modification is required.	Account #10-53649 May/will require budget amendment
	Grant funding.	

### Background:

City of Bethel purchased and entered into agreement with Caselle, a governmental accounting financial software system that is the financial "heart beat" of the City ability to record, analyze, and produce financial data to account for revenue and expenditure for the entry City of Bethel.

City of Bethel employees have received annual training and have reported excellent service from the technical support as Caselle.

The City has purchased several of the Caselle financial management modules and is currently moving to link the Express Bill Pay for sales tax remittances with Caselle system.

With this unique, as determined by the Finance Director propriety software; it is the recommendation of the City's Finance Committee that the City of Bethel enter into a service agreement for various financial and software support which includes but is may not be limited to; cleanup analysis of financial date and assist the City of Bethel with general ledger, additional reconciliation functions that will include quality control in the general ledger, periodic data file cleanup, limited accounts receivable function data transfer, assist in journalizing corrections, analysis of records to eliminate duplication, transaction archiving as well as assisting the City with reparation of financial documents for the annual financial audit.

Caselle will also assist in determining the best path to developing accurate financial data for asset management with a possible look back as far as 2009. This determination is crucial in order to establish base in the asset management to meet GASB guidelines.

City of Bethel Action Memorandum

Action memorandum No.			
Date action introduced:		Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title

Authorize the City Manager to continue to pay Caselle for payroll services and to pay for additional Caselle accounting services.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration		Recommend approval.
<input checked="" type="checkbox"/>	Finance		Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): 1. Finance Committee Recommendation to obtain Caselle accounting services, 2. Deliverables: Payroll Services and General Ledger, 3. Certificate of Liability Insurance.

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$22,243	Funds budgeted (Payroll)	10-53-648
<b>\$18,300</b>	Funds budgeted (General Ledger)	10-53-649

Summary Statement

The City of Bethel adopted the use of Caselle Accounting software and company support in 2002. The City-wide use of Caselle allows for the performance of these essential functions: payroll, accounts payable, accounts receivable, general ledger journal entries, purchasing, financial records, budgeting, expenditure tracking, and banking.

The City of Bethel has been using Caselle to perform the payroll preparation function for several years. The City will pay \$22,243 for six months of this service.

The City of Bethel could benefit from having Caselle perform additional financial services, including journal entries/reconciliation to the general ledger and accounts receivable subledger. The Finance Department will use these additional services for a trial period of six months at a cost of \$18,300. This stop-gap measure is meant to assist the City Finance Department in completing the backlog resulting from unfilled position vacancies.



# City of Bethel

## Committees and Commissions

### Recommendation to City Council

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

<b>Committee/Commission:</b> Finance Committee	<b>Chairman:</b> Carol Ann Willard
<b>Date Submitted:</b> 8/29/16	<b>Council Rep:</b> Lief Albertson
<p><b>Issue:</b></p> <p>Finance Department needing some assistance with day to day tasks such as journal entries due to staffing in the last year and high turnover. Some of the more mundane day to day tasks were not getting done. This would be a way to ensure that the work gets done.</p>	
<p><b>Recommendation:</b></p> <p>It is our the Finance Committee's recommendation that we get Caselle Accounting Support Services to take on some of the finance department's day to day tasks, such as journal entries, to help ensure that the work gets done in a more timely manner.</p>	

Received by: \_\_\_\_\_  
 Date: \_\_\_\_\_ Page 140 of 168

## Services

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### Deliverables

In the course of this contract, Caselle will deliver the following:

#### Payroll Services

- Review timecard totals, enter hours and calculate employee checks, and verify entries are correct.
- Calculate leave time, benefits, and verify amounts.
- Print checks and direct deposit vouchers to printer located onsite at City of Bethel.
- Create direct deposit files. City of Bethel, Alaska will submit the direct deposit files.
- Print retirement reports and create the electronic file. City of Bethel will submit it.
- Calculate vendor payments and transmittals.
- Print the Pay Code Transaction reports. City of Bethel will verify amounts.
- Print ACH and paper checks for vendor payments. City of Bethel will make electronic payments.
- Compute and print Direct Deposit Vouchers. City of Bethel will submit the direct deposit file.
- Print supplemental checks, as needed.
- Calculate and file corrections for prior retirement issues.
- Print reports for the previous items mentioned in this list. City of Bethel will keep these reports for verification and information retention requirements.
- Prepare and print quarterly reports for filing.
- Prepare and print W-2's and balance year-end reports.
- City of Bethel staff will update the General Ledger.
- Caselle staff will review the flow of the Liability balances in the General Ledger and confirm Payroll activity in General Ledger monthly.

## Proposed Services

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### Deliverables

In the course of this contract, Caselle will deliver the following:

#### General Ledger Functions

- Reconcile bank accounts on a monthly basis; including recording intergovernmental transfers from county and state for property tax and sales tax as well as miscellaneous receipts and disbursements.
- Print to PDF the Bank Reconciliation reports, Detail Ledger, Journals, and Financial Statement.

#### Additional Reconciliation Functions

- Reconcile the following subsystems to the General Ledger: Accounts Payable, Payroll, and Cash Receipting, by balancing reports from the subsystems to associated accounts in the General Ledger.
- Review subsystems to ensure transactions are posted correctly to accounts; including making additional journal entries to correct any additional issues that may be discovered during the review.
- Perform the closing routine at the end of the month; including closing the period to prevent or restrict access.

#### Periodic Processes

- Data file cleanup. Balancing prior period bank reconciliations and journalizing correcting entries in prior periods or years. Reviewing and preparing data and reports for the annual audit.
- Assist with the budgeting process; including entering budget entries, modifying budget entries, creating budgets, and analyzing budgets.
- Perform analysis of records in the Caselle databases to discover duplicate vendors or inactive accounts and recommend when transaction archiving can improve processing speeds.

### Accounts Receivable Functions

- Enter Monthly invoices based on documentation received from City of Bethel.
- Email copies of invoices to individuals in need of invoice information
- Allocate payments to their corresponding invoices
- Calculate penalties on a monthly basis and send to Port Office for verification
- Enter credits as requested by Port Office
- Send Transaction Summary, Revenues Compared to Budget to City of Bethel
- Verify checkout is clear at month end
- Update General Ledger at month end

### Additional Reconciliation Functions

- Reconcile Accounts Receivable balances to the General Ledger
- Verify that the Accounts Receivable Cash Clearing zeroes out at month end

### Periodic Processes

- Perform analysis of records in the Caselle databases to discover duplicate customers or inactive accounts and recommend when transaction archiving can improve processing speeds.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2016

**PRODUCER**  
Western States Insurance Agency Inc  
87 East Center  
Spanish Fork, UT 84660  
License #: 92455

Phone: (801)798-7461

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
Caselle, Inc  
Merrill Frost  
1656 South East Bay Blvd ste.100  
Provo, UT 84606

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Travelers</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	ZPP12N93768	12/15/2015	12/15/2016	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	BA2602P78415TEC	12/15/2015	12/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	15S77988	12/15/2015	12/15/2016	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Certificate holder is listed as additional insured on the above listed policies.

**CERTIFICATE HOLDER**

**CANCELLATION**

Bethel Alaska  
Attn:(801) 850-5000  
P.O. Box 1388 Bethal  
AL 9959

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Shantel*

(AOJ)

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# ***New Business***

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Introduced by: Vice-Mayor Maczynski  
Date: September 27, 2016  
Action:  
Vote:

# CITY OF BETHEL, ALASKA

## Resolution #16-28

### **A RESOLUTION BY THE BETHEL CITY COUNCIL SUPPORTING A NON-EXCLUSIVE EASEMENT ACROSS US SURVEY 4117, LOT 15 IN BETHEL FOR ACCESS TO PROPOSED ONC SUBDIVISION**

**WHEREAS**, ONC desires to develop a subdivision for low-income residents within the City of Bethel;

**WHEREAS**, in May of 2016, ONC and the City of Bethel held a Joint Task Force Meeting and discussed the need for access to the proposed subdivision;

**WHEREAS**; in order for the subdivision to become a reality, ONC needs an easement across a portion of land owned by the City of Bethel;

**WHEREAS**, the land in question was issued to the City via a patent and has restrictions requiring Bureau of Land Management approval before an easement can be granted;

**WHEREAS**, the City of Bethel applied for the approval in late May of 2016;

**WHEREAS**, in an effort to move the process along, the City has conferred with the BLM and it has been determined that a resolution officially showing the City's support of the easement would significantly help in the effort to secure the non-exclusive easement;

**WHEREAS**, the City of Bethel does in fact support the granting of the non-exclusive easement across Lot 15, located in US Survey 4117, within Sec 18 of T. 8 N., R 71 W., Seward Meridian

**WHEREAS**, a map demonstrating the location of the proposed non-exclusive easement is attached to this Resolution.

**WHEREAS**, the reason for the non-exclusive easement is to allow all persons in the City of Bethel to access the land and the subdivision without restriction.

**WHEREAS**, while the purpose of the requested easement is for a road to a subdivision, it is hoped that in the future the lot can serve other recreational purposes for which the road may be of assistance and value to a greater portion of the citizens of Bethel.

Introduced by: Vice-Mayor Maczynski  
Date: September 27, 2016  
Action:  
Vote:

**WHEREAS**, the City of Bethel encourages the BLM Solicitor General to approve the easement request.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Bethel supports the grant of a non-exclusive easement across a portion of Lot 15 located on US Survey 4117 within Sec 18 of T. 8 No., R 71 W., Seward Meridian and encourages the BLM to approve the easement request as expeditiously as possible.

**PASSED AND APPROVED THIS 13<sup>th</sup> DAY OF SEPTEMBER 2016, BY A \_\_\_\_\_ VOTE IN FAVOR AND A \_\_\_\_\_ VOTE IN OPPOSITION.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk

Introduced by: Mayor Robb  
Date: September 27, 2016  
Action:  
Vote:

# CITY OF BETHEL, ALASKA

## Resolution #16-29

### A RESOLUTION BY THE BETHEL CITY COUNCIL DESIGNATING A CITY ADMINISTRATIVE OFFICER TO ACT AS MANAGER

**WHEREAS**, the City of Bethel, City Council wishes to designate Pete Williams, Port Director as Acting City Manager until such time the council has appointed a City Manager;

**WHEREAS**, Bethel Municipal Code 2.21.050 L. requires the Council to designate by resolution a city administrative officer to act as manager during the manager's absence or disability;

**WHEREAS**; this resolution authorizes Pete William, in the official capacity of Acting City Manager all powers and obligations normally held by the City Manager;

**NOW, THEREFORE, BE IT RESOLVED** the City Council hereby approves the appointment of Pete Williams, as the Acting City Manager, and that compensation for the acting appointment shall be at a salary rate of \$130,000 annually.

**PASSED AND APPROVED THIS 27th DAY OF SEPTEMBER 2016, BY A \_\_\_\_\_ VOTE IN FAVOR AND A \_\_\_\_\_ VOTE IN OPPOSITION.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk

Introduced by: Vice- Mayor Maczynski

Date: September 27, 2016

October 11, 2016

Action:

Vote:

## *CITY OF BETHEL*

### **Resolution # 16-30**

#### **A RESOLUTION BY THE BETHEL CITY COUNCIL REQUESTING ASSISTANCE FROM THE ALASKA STATE TROOPERS BETHEL POST IN THE ENFORCMENT OF STATE AND LOCAL ATV AND SNOWMOBILE LAWS**

**WHEREAS**, the City of Bethel has supported and will continue to support the use of ATV's and snowmobiles within the city limits;

**WHEREAS**, while this privilege is supported by the local governing body, it is clear, not all users of ATV's and snowmobiles are operating in compliance with state laws;

**WHEREAS**, the Bethel City Council is directing Bethel Administration to actively enforce state laws related to the use of off-road vehicles, and requests assistance from the State Troopers, Bethel Post, to ensure the operators of off-road vehicles are meeting the State's legal requirements.

**NOW THEREFORE BE IT RESOLVED THAT** the City of Bethel City Council requests the State of Alaska Troopers, Bethel Post, to assist the City in the enforcement of State laws related to snowmobiles and ATVs on roadways.

**PASSED AND APPROVED THIS 27<sup>th</sup> DAY OF SEPTEMBER 2016, BY A \_\_\_\_\_ VOTE IN FAVOR AND A \_\_\_\_\_ VOTE IN OPPOSITION.**

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

Introduced by: Mayor Robb  
Date: September 27, 2016  
Public Hearing: October 11, 2016  
Action:  
Vote:

*CITY OF BETHEL, ALASKA*

**Ordinance #16-27**

**AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 18.60.010 OF THE BETHEL MUNICIPAL CODE, CONDITIONAL USE PERMIT (CUP) STANDARDS AND PROCEDURES**

**THEREFORE, BE IT ORDAINED** by the City Council of Bethel, Alaska, that that 18.60.010, Conditional Use Permit (CUP) Standards and Procedures is hereby amended, new language is underlined and old language is stricken.

**SECTION 1. Classification.** This ordinance is of a permanent nature and shall be codified in the Bethel Municipal Code.

**SECTION 2. Amendment.** Section 18.60 of the Bethel Municipal Code is created as follows (new language is underlined and old language is stricken):

**18.60.010 Authorization.**

- A. The planning commission may grant a conditional use permit for those uses or structures authorized as a conditional use in the applicable land use district chapter of this title, subject to the standards provided in this chapter. An applicant does not have a right to a conditional use permit, but has a right only to have the planning commission give fair consideration to an application for a conditional use. The planning commission has discretion to deny a conditional use permit application if it is not convinced the proposed use is compatible with principal permitted uses, existing neighborhood development, the environment, the comprehensive plan or maintenance of compatible and efficient development patterns.
- B. If conditions are imposed on a conditional use permit, the planning commission my delegate authority to the land use administer to issue the conditional use permit when the conditions have been met.

**SECTION 2. Effective Date.** This ordinance shall become effective upon the passage by the City Council.

Introduced by: Mayor Robb  
Date: September 27, 2016  
Public Hearing: October 11, 2016  
Action:  
Vote:

**ENACTED THIS 11<sup>th</sup> DAY OF OCTOBER 2016, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

Introduced by: City Manager, Ann K. Capela  
Date: September 27, 2016  
Public Hearing: October 11, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #16-29**

#### **AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM ALASKA VILLAGE ELECTRIC COOPERATIVE, INC INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT**

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** a portion of Lot 6, U.S. Survey 4117, located in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9" W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

Introduced by: City Manager, Ann K. Capela  
Date: September 27, 2016  
Public Hearing: October 11, 2016  
Action:  
Vote:

A portion of Lot 6, U.S. Survey 4117 being more particularly described by metes and bounds as follows:

Beginning at the southeast corner of said Lot 6, being the True Point of Beginning for this description; thence on the southerly line thereof N79°08'26"W 35.87 feet; thence departing said line N10°53'24"E 732.70 feet to the northerly line of said Lot 6; thence on said line S87°12'08"E 22.56 feet to the northeast corner of said Lot 6; thence on the easterly line thereof S09°45'57"W 585.32 feet to a point common with Lot 50 and Lot 55 of U.S. Survey 4117; thence continuing on said east line of Lot 6 S10°06'22"W 150.66 feet to the True Point of Beginning. Said easement embraces an area of 22.642 square feet, more or less as calculated from said courses and distance.

**NOW, THEREFORE BE IT ORDAINED**, the City, in consideration of the agreement between Alaska Village Electric Cooperative, INC., the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

**SECTION 1. Classification.** This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

**SECTION 2. Authorization.** Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

**SECTION 3. Effective Date.** This Ordinance shall become effective upon the passage by the Bethel City Council.

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

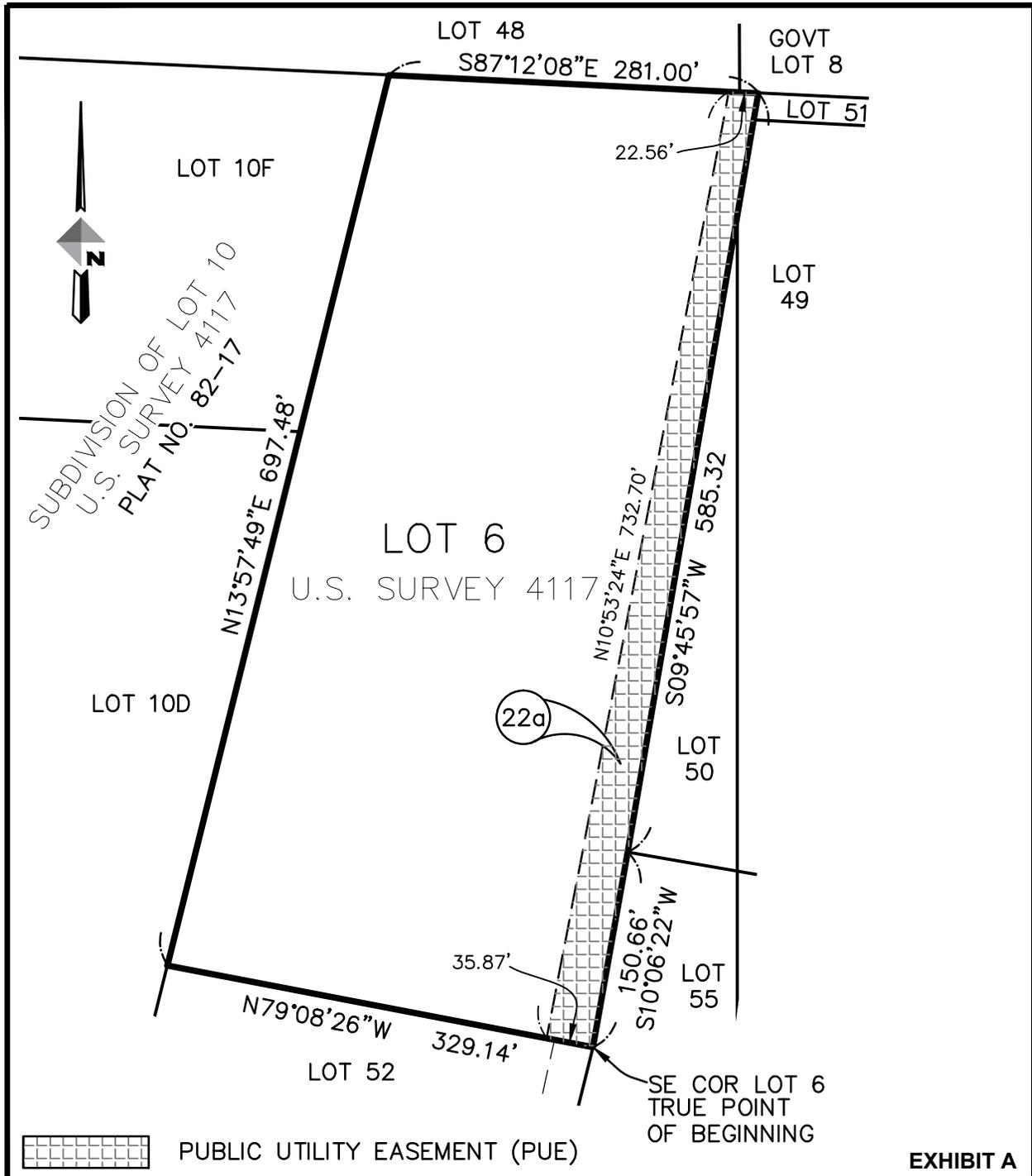


EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±217,504 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>6</u> DATED _____	SCALE: 1"=120'	DATE: SEPT 2016 PARCEL No. 22a

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **WALSH & CO., INC.**, hereinafter called **Grantor**, whose address is 3900 Arctic Boulevard, Anchorage, Alaska 99503, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant these easements and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

That portion of Lot 3, U.S. SURVEY 4117, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies Easterly of the Easterly State Right-Of-Way line, as said line is described in the deed to the State of Alaska, recorded December 3, 1968, in Book 16 at Page 351.

Said easement is depicted on the Parcel Map attached hereto as Page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3, U.S. Survey 4117 being more particularly described as the westerly 15 feet of said Lot 3. Said easement embraces an area of 3,889 square feet, more or less as calculated from said courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utility Lines and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided

that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with the lateral support for the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property for construction of the Utilities for only that time period necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WALSH & CO., INC.

By: \_\_\_\_\_  
Beverly H. Walsh, President

By: \_\_\_\_\_  
Sharen Walsh-Webster, Secretary

**ACKNOWLEDGMENT OF GRANTOR-CORPORATION**

STATE OF ALASKA     )  
                                  ) ss:  
Third Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Beverly H. Walsh**, President of Walsh & Co., Inc., the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA     )  
                                  ) ss:  
Third Judicial District )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Sharen Walsh-Webster**, Secretary of Walsh & Co., Inc., the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

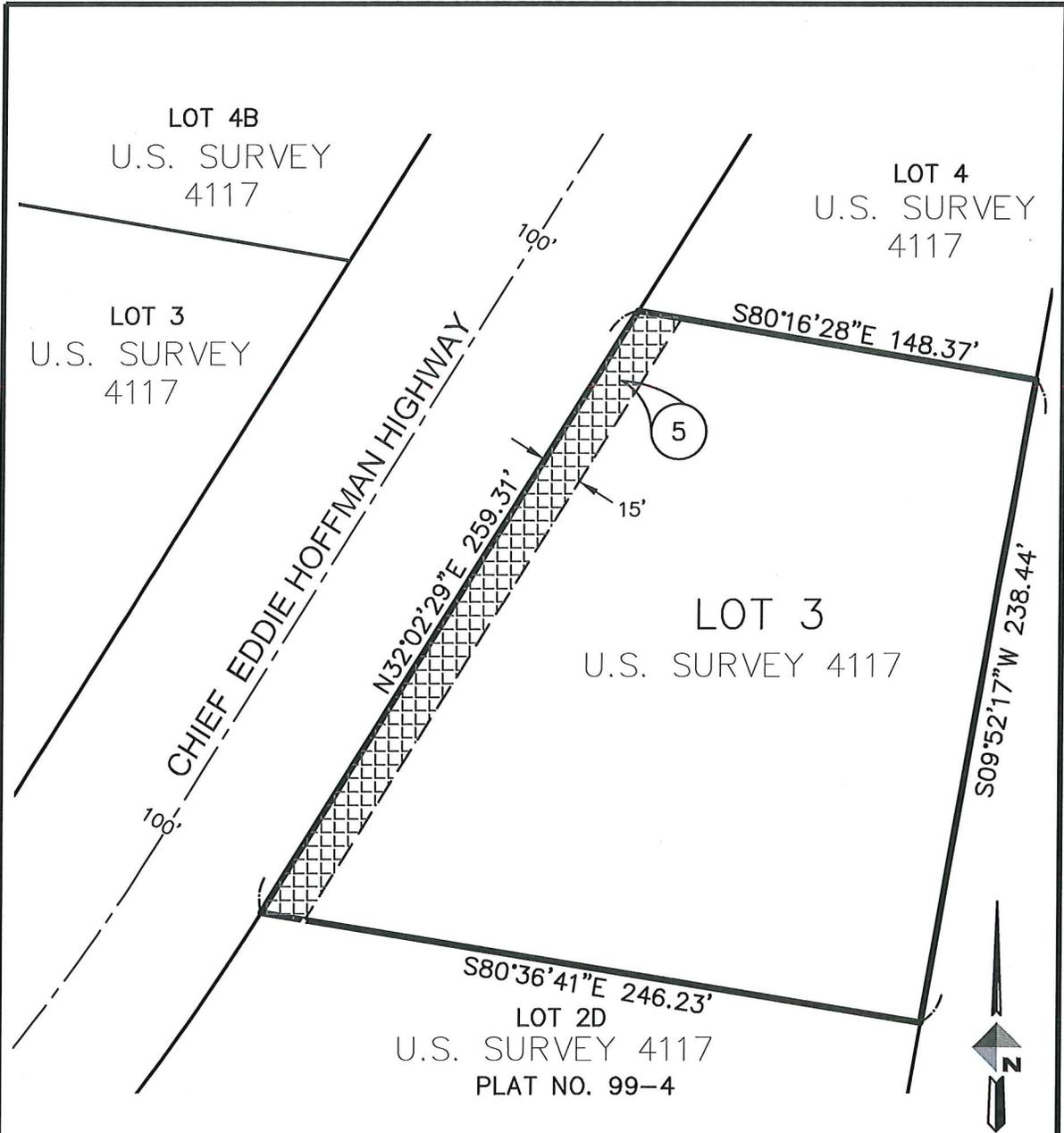
**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-\_\_\_, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Richard Robb, Mayor

After Recording Return to:  
City of Bethel  
P.O. Box 1388  
Bethel, AK 99559



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ± 47,150 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>5</u> DATED _____	ROW ACQUISITION AREA: ± 3,889 S.F.	SCALE: 1"=60'
		DATE: SEPT 2016 PARCEL No. 5	

## PUBLIC UTILITY EASEMENT

This Grant of Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **UNITED STATES OF AMERICA**, hereinafter called Grantor, whose address is P.O. Box 356, Bethel, Alaska 00559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant these easements and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Lot 3, U.S. SURVEY 4000, according to the official Bureau of Land Management Survey thereof, officially filed December 22, 1989, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as Page 4 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3, U.S. Survey 4000 being more particularly described by metes and bounds as follows:

Beginning at the most southwest corner of said Lot 3 being the True Point of Beginning for this description; thence on the westerly line thereof, N32°02'29"E 69.22 feet; thence departing said line S57°57'31"E 15.00 feet; thence S32°02'29"W 65.47 feet to the southerly line of said Lot 3; thence on said line N72°01'22"W 15.46 feet to the True Point of Beginning. Said easement embraces an area of 1,010 square feet, more or less as calculated from said courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral supports in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

UNITED STATES OF AMERICA

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

\_\_\_\_\_)
\_\_\_\_\_) ss:
\_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the \_\_\_\_\_, personally appeared \_\_\_\_\_ of \_\_\_\_\_, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same in their capacity and authority vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_)
Notary Public in and for \_\_\_\_\_
My Commission Expires: \_\_\_\_\_

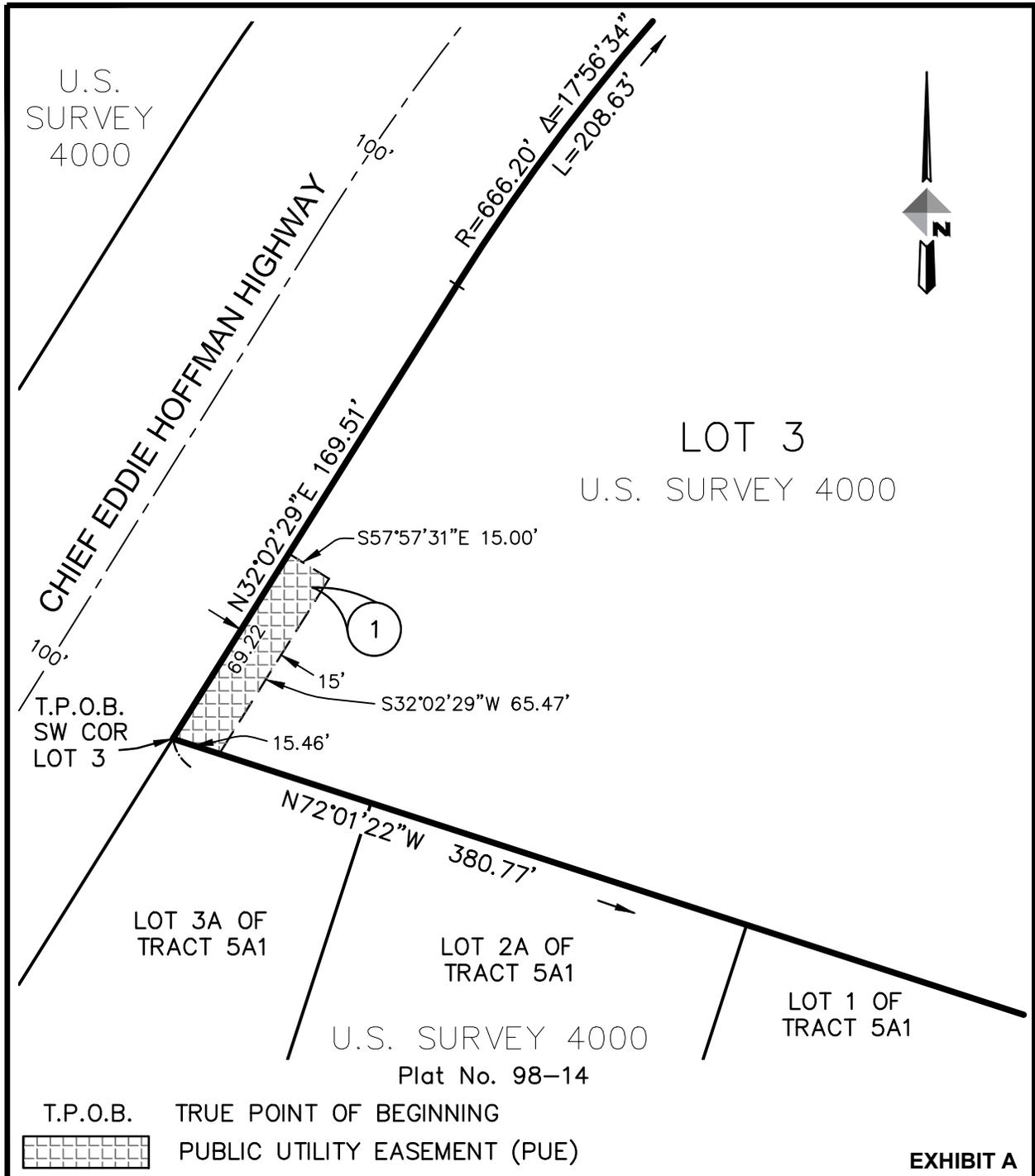
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-\_\_\_\_\_, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_
Richard Robb, Mayor

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±144,803 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE 4 OF 4 DATED _____	SCALE: 1"=50'	DATE: SEPT 2016 PARCEL No. 1

# City of Bethel Action Memorandum

Action memorandum No.			
Date action introduced:		Introduced by:	
Date action taken:		Approved	Denied
Confirmed by:			

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s):

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

# ZERO TOLERANCE

## POL-51-220

See Also: 49 CFR Parts 40 and 655, as amended

Approved by: Bethel City Council

### I. Purpose

1. The Bethel Transit System provides public transit and paratransit services for the residents of the City of Bethel. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, the Bethel Transit System declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
2. Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
3. Any provisions set forth in this policy that are included under the sole authority of the Bethel Transit System and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of the Bethel Transit System will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

### II. Applicability

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are

# ZERO TOLERANCE

## POL-51-220

See Also: 49 CFR Parts 40 and 655, as amended

Approved by: Bethel City Council

only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

### III. Definitions

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing, it is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

## ZERO TOLERANCE

### POL-51-220

See Also: 49 CFR Parts 40 and 655, as amended

Approved by: Bethel City Council

*Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.*

*Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.*

*Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).*

*Drug and Alcohol Program Manager (DAPM): Not required by the regulations, the primary employee assigned by the employer with the responsibility of overall program administration and management. The DAPM serves as the City's contact person designated under Part 655 to answer questions about the employer's drug and alcohol testing program.*

*Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.*

*Department of Transportation (DOT): For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Aviation Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.*

*Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.*

*Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.*

## ZERO TOLERANCE

### POL-51-220

See Also: 49 CFR Parts 40 and 655, as amended

Approved by: Bethel City Council

*Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.*

*Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.*

*Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid*

*Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.*

*Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.*

*Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.*

*Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.*

*Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.*

*Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.*

*Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.*

## ZERO TOLERANCE

### POL-51-220

See Also: 49 CFR Parts 40 and 655, as amended

Approved by: Bethel City Council

*Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.*

*Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.*

*Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.*

*Positive result: The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.*

*Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.*

*Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.*

*Rejected for Testing: The result reported by an HHS-certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.*

*Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.*

*Safety-sensitive functions: Employee duties identified as:*

1. The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
2. The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL).
3. Maintaining a revenue service vehicle or equipment used in revenue service.
4. Controlling the movement of a revenue service vehicle and
5. Carrying a firearm for security purposes.

*Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).*

# ZERO TOLERANCE

## POL-51-220

See Also: 49 CFR Parts 40 and 655, as amended

Approved by: Bethel City Council

*Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.*

*Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.*

*Test Refusal: The following are considered a refusal to test if the employee:*

1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
2. Fails to remain at the testing site until the testing process is complete
3. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
6. Fails or declines to take a second test the employer or collector has directed you to take
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
9. If the MRO reports that there is verified adulterated or substituted test result
10. Failure or refusal to sign Step 2 of the alcohol testing form
11. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
12. Possess or wear a prosthetic or other device that could be used to interfere with the collection process

## ZERO TOLERANCE

### POL-51-220

See Also: 49 CFR Parts 40 and 655, as amended

Approved by: Bethel City Council

13. Admit to the collector or MRO that you adulterated or substituted the specimen.

*Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.*

*Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).*

*Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.*

*Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.*

#### **IV. Education and Training**

1. Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
2. All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

#### **V. Prohibited Substances**

Prohibited substances addressed by this policy include the following:

- a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal

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prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including codeine, morphine, and heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including codeine, morphine, and heroin), and phencyclidine as described in Section VIII of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Bethel Transit System supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under the Bethel Transit System authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

### **VI. Prohibited Conduct**

1. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently

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be relieved of his/her on-call responsibilities and may be subject to discipline for not fulfilling his/her on-call responsibilities.

3. The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
4. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
5. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
6. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
7. Consistent with the Drug-free Workplace Act of 1988, all Bethel Transit System employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

#### **VII. Drug Statute Conviction**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Bethel Transit System management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section XVII of this policy.

#### **VIII. Testing Requirements**

1. Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Sections XI, XII, XIII, XIV of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.
2. A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function.
3. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with the Bethel Transit System. Any safety-sensitive

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employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section XVII of this policy.

### **IX. Drug Testing Procedures**

1. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
2. The drugs that will be tested for include marijuana, cocaine, opiates (including codeine, morphine, and heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
3. The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Bethel Transit System Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.

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4. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
5. Any covered employee who questions the results of a required drug test under paragraphs XII through XVI of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The Bethel Transit System will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however the Bethel Transit System will seek reimbursement for the split sample test from the employee.
6. If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct the Bethel Transit System to retest the employee under direct observation.
7. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
8. Observed collections, consistent with 49 CFR part 40, as amended, will occur under direct observation (by a person of the same gender) with no advance notice if:
  - a. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the Bethel Transit System that there was not an adequate medical explanation for the result;
  - b. The MRO reports to the Bethel Transit System that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
  - c. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

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- d. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- e. The temperature on the original specimen was out of range;
- f. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- g. All follow-up-tests; or
- h. All return-to-duty tests.

### **X. Alcohol Testing**

1. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
2. An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of policy. The consequences of a positive alcohol test are described in Section XVII of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section XVII of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
3. The Bethel Transit System affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

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4. The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

### **XI. Pre-Employment Testing**

All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

1. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
2. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
3. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of 49 CFR 655, subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
4. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section XVII herein.
5. If a pre-employment test is canceled, the Bethel Transit System will require the applicant to take and pass another pre-employment drug test.
6. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
7. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
8. Applicants are required (even if ultimately not hired) to provide the Bethel Transit System with signed, written releases requesting FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two

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years. Failure to do so will result in the employment offer being rescinded. The Bethel Transit System is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide the Bethel Transit System proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of 49 CFR 655, subpart G.

### **XII. Reasonable Suspicion Testing**

1. All Bethel Transit System FTA-covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under the Bethel Transit System's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
2. The Bethel Transit System shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section XVII of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section XVII of this policy.
3. A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Bethel Transit System.
4. When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section XVII of this policy. the Bethel Transit System shall place the

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employee on administrative leave in accordance with the provisions set forth under Section XVII of this policy. Testing in this circumstance would be performed under the direct authority of the Bethel Transit System. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences as specified in Section XVII.

### XIII. Post-Accident Testing

1. FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.
2. NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
  - a. As soon as practicable following an accident, as defined in policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
  - b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
  - c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
  - d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
  - e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from

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leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

- f. In the rare event that the Bethel Transit System is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the Bethel Transit System may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

#### **XIV. Random Testing**

1. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
4. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
5. Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under the Bethel Transit System authority.
6. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. Testing can occur during the beginning, middle, or end of an employee's shift.
7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

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#### **XV. Return-to-Duty Testing**

The Bethel Transit System will terminate the employment of any employee that tests positive or refuses a test as specified in Section XVII of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

#### **XVI. Follow-Up Testing**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **XVII. Test Results**

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1. Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and may be terminated.
2. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
3. Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and may result in termination and referral to an SAP. A test refusal includes the following circumstances:
  - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - b. Fails to remain at the testing site until the testing process is complete
  - c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
  - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
  - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
  - f. Fails or declines to take a second test the employer or collector has directed you to take
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
  - h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
  - i. If the MRO reports that there is verified adulterated or substituted test result
  - j. Failure or refusal to sign Step 2 of the alcohol testing form
  - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
  - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen.
4. An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is

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- longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC.
5. In the instance of a self-referral or a management referral, disciplinary action against the employee may include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement may result in termination from the Bethel Transit System employment. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section XVI of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under Section XVII of this policy is under the sole authority of the Bethel Transit System and will be performed using non-DOT testing forms
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and may result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section XVII of this policy.**
  - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section XVII of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with the Bethel Transit System.
  - g. A voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
6. Failure of an employee to report within five (5) days a criminal drug statute conviction for a violation occurring in the workplace may result in termination.

### **XVIII. Grievance and Appeal**

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The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

### **XIX. Proper Application of the Policy**

The Bethel Transit System is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

### **XX. Information Disclosure**

Drug/alcohol testing records shall be maintained by the Bethel Transit System Drug and Alcohol Program Manager (DAPM) and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

#### **1. Retention**

- a. All testing records will be secured by the DAPM, separate from general personnel or confidential personnel records.
- b. The City will maintain testing records resulting from DOT testing under this policy separately from records that are generated from non-DOT testing under the City's own authority.

#### **2. Disclosure**

- a. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- b. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- c. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- d. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the preceding.

## ZERO TOLERANCE

### POL-51-220

See Also: 49 CFR Parts 40 and 655, as amended

Approved by: Bethel City Council

- e. Records will be released to the National Transportation Safety Board during an accident investigation.
- f. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- g. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- h. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over the Bethel Transit System or the employee.
- i. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.
- j. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.



## **CITY OF BETHEL**

P.O. Box 1388  
Bethel, Alaska 99559  
Office: (907) 543-2047  
Fax: (907) 543-3817

### **CONSORTIUM LIBRARY AGREEMENT CITY OF BETHEL AND THE UNIVERSITY OF ALASKA FAIRBANKS KUSKOKWIM CAMPUS**

An Agreement made by and between the University of Alaska, hereinafter referred to as "University," and the City of Bethel, a municipal corporation, hereinafter referred to as "City."

Whereas, the University acting by and through its local affiliate, Kuskokwim Campus, and the City have determined that it is in the public interest to share library collections and facility in the operation of a library in Bethel and;

Whereas, a cooperative effort of the University and the City in serving residents of Bethel is cost-effective and mutually advantageous;

The parties hereto do mutually agree as follows:

#### **ARTICLE I**

The University shall:

- A. Manage the library facility to accommodate and include:
  1. Public access to Kuskokwim Consortium Library and its collection;
  2. Public access to reference and inter-library loan services;
  3. Public access to library assistance in the form of trained personnel;
  4. Provide a year-end report of grant expenses to the City of Bethel;
  5. Provide entire multipurpose room for annual Christmas party during December including set up and break down of equipment in December on a date to be mutually determined and at no cost to the City;
- B. Provide physical maintenance and utilities.
- C. Appoint, employ and compensate a full-time professional librarian during the College Academic Year who meets the appropriate standards of the American Library Association and whose duties shall include, but not be limited to, supervision of all operational services

offered by the library, and responsibility for all acquisitions (the parties understand and agree the Library will be closed for ¼ of the academic year due to remodeling);

- D. Employ other personnel as deemed necessary;
- E. Maintain separate accounting of financial records;
- F. Catalog and shelve all materials as a single collection;
- G. Provide hours of service and acquisitions budget as negotiated annually by both parties;
- H. Provide public access to the library for a minimum of 50 hours of library service per week during the University academic year and a minimum of 30 hours of library service per week during the time public schools are not in session (except while closed for remodel);
- I. Materials traditional to public libraries and the Kuskokwim Consortium library in quantity and quality sufficient to maintain the collection to meet the informational and recreational needs of the community;
- J. Provide library programs to meet the informational and recreational needs of the community as possible with existing library staff and Friends of the Library volunteers.
- K. Provide electronic lending library which allows users to borrow books on Kindle, Nook or other similar devices at no charge.

The City Shall:

- A. Pay Kuskokwim Campus for services as negotiated annually. Payment for these services will be made by the City of Bethel in two (2) equal payments of \$25,350.00, one prior to November 1, 2016 and the other prior to March 31, 2017;
- B. Provide snow removal for the Library parking lot as needed;
- C. Provide a dumpster and garbage removal;

## **ARTICLE II**

It is further mutually agreed that:

- A. Equipment, furnishing, and literary holdings shall remain the property of the respective owner;
- B. Each party shall indemnify, protect and hold the other harmless from and against any and all claims, suits, causes of action and judgments arising in favor of any person or corporation, including but not limited to the employees, agents, representatives, and subcontractors of each party, or any third party, on account of any injury, death, or damage

to property resulting from the actions, negligence, misfeasance, omissions or errors of said party, its employees, servants, agents, representatives, subcontractors or independent contractors during the term of this Agreement;

- C. This agreement is subject to renegotiation and amendment at any time upon mutual consent of the parties. This agreement may be terminated by either party upon the filing of written notice of such intent sixty (60) days prior to October 1, 2017 with date of termination being November 1, 2017 or upon shorter notice by mutual consent of both parties;
- D. Each party shall participate in a joint University/City Library Advisory Board which will provide advice to the City and University relative to the operation of the consortium library;
- E. The library facility shall be known as the KUSKOKWIM CONSORTIUM LIBRARY.

### **FISCAL YEAR 2017**

The following list reflects the library services to be provided by Kuskokwim Campus and their related costs to the City of Bethel during the period of July 1, 2016 through June 30, 2017;

1. All services described in the Consortium Agreement, with public access to the library for a minimum of 50 hours of library service per week during the University academic year and a minimum of 30 hours of library service per week during the time public schools are not in session, with the exception of the closure period necessitated by the library remodel project.
2. Materials traditional to public libraries and the Kuskokwim Consortium Library in quantity and quality sufficient to maintain the collection to meet the informational and recreational needs of the community.
3. Library programs to meet the informational and recreational needs of the community as possible with existing library staff and Friends of the Library volunteers.
4. Payment for these services will be made by the City of Bethel in two (2) equal payments of \$25,350.00, one prior to November 1, 2016 and the other prior to March 31, 2017.

\_\_\_\_\_  
Mary C. Pete or designee  
Director  
Kuskokwim Campus  
University of Alaska Fairbanks

\_\_\_\_\_  
Date

\_\_\_\_\_  
~~Pete Pinney~~ Evon Peter

\_\_\_\_\_  
Date

| ~~Interim~~ Vice Chancellor for Rural, Community and Native Education  
College of Rural and Community Development  
University of Alaska Fairbanks

\_\_\_\_\_  
Rosemary Madnick  
Executive Director

\_\_\_\_\_  
Date

| ~~Grants and Contract Services~~ Office of Grants and Contracts Administration  
University of Alaska Fairbanks

\_\_\_\_\_  
Ann K. Capela  
City Manager  
City of Bethel

\_\_\_\_\_  
Date

## City of Bethel Action Memorandum

Action memorandum No.	16-64		
Date action introduced:	September 27, 2016	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Approve Mayor's appointment of Alex Wasierski to the Planning Commission.

Route to:	Department/Individual:	Initials:	Remarks:
	Planning Director		

Attachment(s): None

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

*Action memorandum 16-64 is sponsored by the Mayor at the request of the City Clerk.*

Alex Wasierski has requested appointment to the Planning Commission. If appointed, he would be appointed as an alternate for a term of three years, with a term expiration of December 31, 2018.

## City of Bethel Action Memorandum

Action memorandum No.	16-65		
Date action introduced:	September 27, 2016	Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

### Action Title

Direct the City Manager to sign the Memorandum of Agreement that transfers \$190,194.77 to Bethel Community Services Foundation in order to complete art project.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	<i>AKC</i>	Recommend approval.
<input checked="" type="checkbox"/>	Finance	<i>[Signature]</i>	Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): MOA between City and BCSF on Rasmuson Grant-funded art project.

Amount of fiscal impact:		Account information:
\$190,194.77	No fiscal impact	Transfer grant funds to BCSF
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required.	

### Summary Statement

The City of Bethel was awarded a Rasmuson Tier 2 grant in the amount of \$740,549 on June 25, 2014 to pay for furniture, fixtures, and equipment needed in the Yukon Kuskokwim Aquatic Health and Safety Center ("YK Fitness Center"). Money was also included to pay for an art project for the building. The City of Bethel spent \$550,354.23 on FFE and has an unspent balance of \$190,194.77 for the art project.

The Rasmuson Foundation asked Bethel Community Services Foundation (BCSF) to administer the remaining grant funds for the purchase and application of art at the YK Fitness Center. Rasmuson Foundation will not give the City a second grant extension.

The attached Memorandum of Agreement between the City and BCSF was drafted to facilitate the transfer and expenditure of remaining Rasmuson Foundation grant funds on the art project at the YK Fitness Center.

**Memorandum of Agreement  
Between  
City of Bethel and Bethel Community Services Foundation  
Rasmuson Foundation Tier 2 Grant: Art Project**

**WHEREAS**, the City of Bethel (“City”) applied for and was awarded a Rasmuson Tier 2 grant in the amount of \$740,549 on June 25, 2014 to pay for furniture, fixtures, equipment (FFE) needed in the Yukon Kuskokwim Aquatic Health and Safety Center (“YK Fitness Center”), and an art project;

**WHEREAS**, the City spent \$550,354.23 on FFE and has an unspent balance of \$190,194.77 for the art project;

**WHEREAS**, the City was able to purchase bleachers during the one year grant extension ending June 30, 2016, but did not start the art project;

**WHEREAS**, the Rasmuson Foundation asked Bethel Community Services Foundation (“BCSF”) to partner with the City in order to avoid another grant extension and have the art project completed by BCSF;

**WHEREAS**, BCSF has a strong working relationship with the Rasmuson Foundation and Bethel community organizations, and a stalwart reputation for fiscal responsibility;

**WHEREAS**, the City’s Parks, Recreation, Aquatic, Health and Safety Center (“PRAHSC”) Committee wants to be involved in the art project and may offer a good balance of input from volunteers from the community and the City through its City Council representative who sits on the committee;

**WHEREAS**, BCSF can establish and facilitate community engagement and assist in the development of the criteria for the art and the artist(s) and/or artwork selection;

**WHEREAS**, Rasmuson Foundation encourages the BCSF-City partnership to complete the art project and this Memorandum of Agreement to define party responsibilities;

**WHEREAS**, the City of Bethel and the Bethel Community Services Foundation desire to work together to ensure Rasmuson Foundation Tier 2 grant funds given to the City are expended properly on an art project for the YK Fitness Center;

**NOW THEREFORE**, the following responsibilities shall be completed by each party:

**City of Bethel**

1. Prepare and issue a check to BCSF for the remaining balance of unspent Rasmuson Foundation Tier 2 grant funding (\$190,194.77);

2. Complete and submit a Final Report to the Rasmuson Foundation detailing all grant-funded FFE expenditures;
3. Provide approval in writing from the Bethel City Council and/or City Manager, if and when needed, for the application of "art" to the City-owned YK Fitness Center building or for the engagement in art project activities that have the potential to interfere with facility operations;

**Bethel Community Services Foundation**

1. Receive, deposit, and manage the balance of Rasmuson Foundation Tier 2 grant funds given to BCSF from the City.
2. Authorize, oversee, and administer the expenditure of Rasmuson Foundation Tier 2 grant funds on a permanent art project for the YK Fitness Center that satisfies Rasmuson Foundation;
3. Secure a contractor to assist with the artist/art advertising, selection and procurement process;
4. Establish a committee involving PRAHSC committee members, a council member, a minimum of one city employee, a representative from HealthFitness and other community volunteers who will work with the contractor to establish criteria for the artwork and assist in the selection of an artist and/or specific art;
5. Seek and obtain City approval, when required, for art application and any related alteration of the city-owned YK Fitness Center or engagement in an art project activity that has the potential to interfere with facility operations;
6. Prepare and submit a Final Report to the Rasmuson Foundation detailing all grant-funded art project expenditures.

**CITY OF BETHEL**

**BETHEL COMMUNITY SERVICES FOUNDATION**

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Ann K. Capela  
City Manager

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Michelle DeWitt  
Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# City of Bethel Action Memorandum

Action memorandum No.	16-66		
Date action introduced:	September 27, 2016	Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**Action Title**

Authorize the City Manager to sign the Statewide Transportation Alternatives Program FY 2013-2016 grant agreement to accept grant funds to construct a gravel trail.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration		Recommend approval.
<input checked="" type="checkbox"/>	Finance		Recommend approval.
<input checked="" type="checkbox"/>	Public Works		Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): MOA; Operation & Maintenance Plan; map.

Amount of fiscal impact:		Account information:
<input checked="" type="checkbox"/>	No fiscal impact	\$319,999 grant funding
<input type="checkbox"/>	Funds are budgeted for.	
<input type="checkbox"/>	Funds are not budgeted. Budget modification is required.	

**Summary Statement**

The City of Bethel worked closely with the Yukon Kuskokwim Health Corporation to plan and design a pedestrian and bicycle trail that would run from the hospital door to the north side of YKHC property and then across the tundra to City Subdivision. The trail would be an on-ground sand and gravel trail with no pilings and limited use of wood. Whereas, this trail is slated to come out in City Subdivision where the snowmachine trail comes out on Akiachak near the blue bus stop, an alternative is being discussed that would have the trail exit on KUC property by the dorms. It cannot exit where the boardwalk comes into KUC because it cannot go over standing bodies of water. The grantor is amenable to a slight change in the path of the trail.

In a Memorandum of Agreement between the City and YKHC, YKHC agreed to provide \$80,001 in cash match for the City to receive \$319,999 in grant funds. See MOA.

The City of Bethel completed an operation and maintenance plan for the trail. See attached.

A map of the proposed trail is attached.

**Memorandum of Agreement  
Between  
City of Bethel and Yukon Kuskokwim Health Corporation (YKHC)  
Boardwalk Trail**

**WHEREAS**, the City of Bethel (“City”) and the Yukon Kuskokwim Health Corporation (“YKHC”) desire to work together to develop safe trails in Bethel, especially trails that runs upon land owned by both entities;

**WHEREAS**, the City and YKHC, view the path between the hospital area and City Subdivision as a critical and necessary means of transportation for the citizens and visitors of Bethel;

**WHEREAS**, the proposed new trail would greatly benefit the neediest citizens of Bethel as well as those of the surrounding communities who often visit Bethel for necessary medical, dental, psychological care and other necessary services;

**WHEREAS**, the new gravel trail would provide access to countless individuals and would give them easy and safe access to: City Hall, the University, the hospital, the library, the Fire Department, the Prematernal Home, the Jail, the Juvenile Detention Facility, the Post Office, the movie theater, a sobering center and a soon to open alcohol treatment facility;

**WHEREAS**, collaboration by the two entities will be beneficial to those who live in and those who visit Bethel, a vast number of which are well below the poverty level and cannot afford to take taxicabs;

**WHEREAS**, the trail would increase the health of many and would increase safety by keeping individuals off the heavily traveled highway;

**WHEREAS**, a well-worn dirt pathway already exists, testifying to the heavy use expected from a new hardened trail over the trail stretch of tundra;

**WHEREAS**, both the City and YKHC are committed to a long-term collaboration arrangement to maintain the new trail;

**NOW THEREFORE**, the City of Bethel and the Yukon Kuskokwim Health Corporation agree as follows:

1. To collaborate together to maintain a trail running between the two properties (as outlined in the attached map) for a minimum of twenty-five (25) years from the date of construction completion;
2. Each party will maintain that portion of the trail that is on its property so that the trail is free of defects and can provide safe and effective passage for all pedestrians, even those on wheelchairs and those with mobility issues;
3. Maintenance shall be defined as keeping the trail in its originally constructed condition;

4. Each party agrees to post and maintain signage prohibiting motorized objects of any type or size from using the trail (with the exception of motorized wheelchairs);
5. Each party to enforce the above-mentioned rules on its property;
6. Effectiveness of this MOA is dependent on receipt of a Statewide Transportation Alternatives Program (ATAP) Grant;
7. Either party may terminate this MOA upon sixty (60) days written notice to the other party. However, should the trail be constructed with ATAP funds, termination of this MOA shall not be allowed for the first twenty-five years following construction of the trail.

**CITY OF BETHEL**

**YUKON KUSKOKWIM HEALTH CORPORATION**

  
\_\_\_\_\_  
Ann K. Capela  
City Manager

  
\_\_\_\_\_  
Dan Winkelman  
CEO/President

Dated: 6/29/16

Dated: 6/29/16

# YK to City Sub Trail

## Operation and Maintenance Plan

**City of Bethel**  
**Updated: June 22, 2016**

**Effective: April 15 – October 15**  
**6 mos. or 26 wks.**

### **Goal**

The goal of the YK to City Sub Trail Operation and Maintenance Plan is to support the operation and maintenance of a safe, convenient, and easily accessible trail in Bethel. An effective operation and maintenance plan identifies what will be done, by whom, how often, and at what cost.

### **Trail Description**

The YK to City Sub Trail starts at the hospital front door and goes left down a sidewalk to the end of the driveway and then turns left and heads northeast, paralleling the highway. The trail veers left as a sidewalk, following another driveway to make a semi-circle before heading northeast in relatively straight line to exit YKHC property. The gravel trail will start on YKHC property and head northeast before heading north to a gradual ramp that crosses AVEC's recovered heat pipes. Once on the other side of the pipes, the ramp turns back to a gravel trail and then heads north between two tundra ponds to exit at Akiak Street. See map attached.

### **Operation**

The operation of this trail entails it being open for public use. The trail will be open after construction and upon placement of the "No Motor Vehicles" signs, one on each end of the trail. The trail will remain in operation as long as it appears safe and no problems with its use surface.

### **Maintenance**

The City of Bethel's Public Works Department, Property Maintenance Division (PMD), will be responsible for operating and maintaining the YK to City Sub Trail. The PMD currently consists of one foreman and three technicians year-round and four technicians during the winter months. The PMD has pickup trucks, one four-wheeler and trailer, and hand tools at its disposal.

The PMD will coordinate the use of heavy equipment for trail maintenance with other City Departments and/or Divisions. City-owned heavy equipment that might be used for maintenance includes: 5-ton roller, skid steer with attachments, dump truck, bull dozer, front-end loader, nodwell.

The City owns an 80-acre sand pit in which topsoil or sand can be drawn and used on the trail. The City typically purchases gravel in bulk and stores it on at the grounds of the Public Words building.

**Schedule**

The Property Maintenance Division will follow the schedule below during the active summer months (April 15 – October 15) to maintain the trail:

Frequency		Activity	Cost Per Event
Every week		Walk trail; perform visual inspection; converse with users.	\$16.61 (\$22/hr. salary + 51% benefits) * .5 hrs.
Respond to complaints		Respond to complaints from users; estimate work to be done; make notes.	\$16.61 (((\$22/hr. salary + 51% benefits) * .5 hrs.)
Every five years or as needed		Add gravel and fines; use roller to compact to 95%.	\$754 (((\$25/hr. salary + 51% benefits) * 8 hrs. * 2 workers) + \$150
As needed		Add gravel/gravel chips; add fill; repair boards; repair/replace helicals; replace signs.	\$406.76 (((\$22/hr. salary + 51% benefits) * 4 hrs. * 2 workers) + \$150

Assumptions	
# of complaint responses /yr. >	2
# for Every five years or as needed >	1
# of as-needed repairs /yr. >	1
Gravel price = \$60/ton	
Material cost for as needed repair = \$150, including gravel	

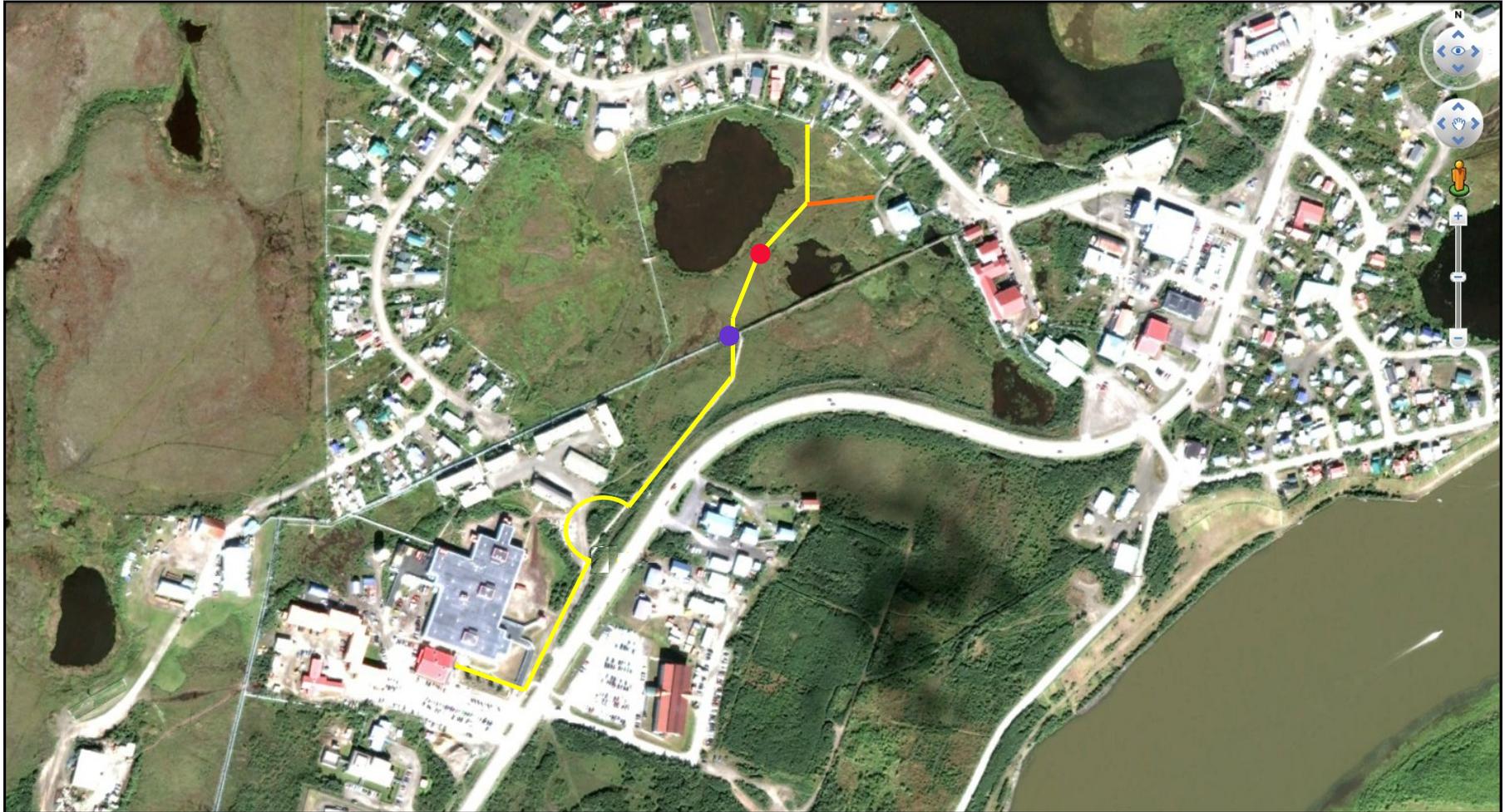
Annual In-Kind Cost	\$1,325.84
Annual Materials Cost	\$300.00
<b>Total</b>	<b>\$1,625.84</b>

**Records**

The Property Maintenance Division will keep records in manila folders on the work performed on this trail. Invoices, P-card statements, quotes, and notes are all part of the record to be kept.

## YK City Sub Trail

### - Gravel Trail Between Hospital and KUC in City Subdivision



Trail starts at the front door of the hospital and goes around the hospital to connect with the Primary Care Facility and hospital housing area before venturing north off the YKHC property to City property where it crosses the waste heat pipe and goes between two tundra ponds to City Subdivision. An ADA-compliant wooden bridge will be constructed to cross the 4 ft. high pipe and several culverts will be needed to traverse a short, muddy stretch between the ponds. Orange section is a proposed modification to the route to satisfy more users. KUC is supportive.

## City of Bethel Action Memorandum

Action memorandum No.	16-67		
Date action introduced:	September 27, 2016	Introduced by:	Vice-Mayor Maczynski
Date action taken:		Approved	Denied
Confirmed by:			

Direct Administration to actively enforce State laws related to the use of snowmobiles and ATVs on City and State roads in Bethel.

Route to:	Department/Individual:	Initials:	Remarks:
	Police Chief, Achee		Document was not submitted to departments in time for Council packet.
	City Manager, Capela		

Attachment(s):

Amount of fiscal impact:		Account information:
X	No fiscal impact	

With the relaxation of enforcement, the users of off-road vehicles (all-terrain vehicles and four-wheelers) are increasing within the community. As a result, there is an increased safety concern for the off-road vehicle drivers/passengers, pedestrians, and other motor vehicle users on community roadways.

To improve safety for all the users of community roads, the City Council directs Administration to increase the active enforcement of state laws to include ticketing of snowmobile and ATV operators.

The City Council understands the use of snowmobiles and ATVs are commonplace for people in this community, but the adherence to laws related to the use of these vehicles within the community must also be commonplace to ensure people's safety is protected.

City of Bethel Action Memorandum

Action memorandum No.	16-68		
Date action introduced:	September 27, 2016	Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title

Direct the Acting City Manager to sign the agreement for professional design services for the City of Bethel Port Office Building.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	<i>AKC</i>	Recommend approval.
<input checked="" type="checkbox"/>	Finance	<i>AKC</i>	Recommend approval.
<input checked="" type="checkbox"/>	Port	<i>AKC</i>	Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): Agreement for Professional Design Services for Port Office Building.

Amount of fiscal impact:		Account information:
\$116,788	Funds Budgeted - for Basic Services	47-50-690
\$70,788	Funds budgeted – for Reimbursables	47-50-690

Summary Statement

The City of Bethel needs a Port Office near the City Dock to conduct its business. The City hired Project Development Associates to serve as the project manager for this project.

The City went out to bid for architectural services, reviewed six proposals, and selected a firm to provide these services. The Port Director, Project Manager, and City Attorney negotiated the attached agreement and believe the cost to be appropriate for the services expected. The Architect will provide basic services for \$97,877 and additional services for \$18,911, totaling \$116,788. A reimbursable amount of \$70,788 may be incurred in addition, once construction begins, if the City needs inspections.

The architects will come to Bethel in November at the 50% completion stage to present the construction project to City Council. A construction cost estimate, energy saving measures, and operating budget will be provided.



1. "Said policy shall not terminate, nor shall it be canceled, nor the coverage reduced, until thirty (30) days after written notice to the City of Bethel."
2. "Any other insurance maintained by the City of Bethel shall be excess and not contributing with the insurance provided by this policy."

Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Design Professional may be held responsible for payments of damages to persons or property.

5. **EXHIBITS.** The following exhibits are part of this Agreement:

EXHIBIT A: RFSQ and all attachments dated August 1, 2016 [ ] pages

EXHIBIT B: Proposal submitted by Design Professional dated [ ], 2016], [ ] pages.

EXHIBIT C: Listing of all subcontractors, consultants or others as well as a detailed description of their responsibilities

EXHIBIT D: Project Schedule

6. **DESIGN PROFESSIONAL'S SERVICES & RESPONSIBILITIES.** Design Professional shall provide the services outlined in Section 6.1 through 6.3 as Basic Services.

#### 6.1 GENERAL RESPONSIBILITIES.

6.1.1 The Design Professional shall conduct a preliminary evaluation of the Owner's needs and other Project data and information, as set forth in Exhibit A, and shall confirm its understanding of such requirements with the Owner. If requested, the Design Professional shall assist the Owner to refine or make clarifications.

6.1.2 Design Professional shall file all required documents with the proper governmental authorities having jurisdiction over the Project, including permits necessary for construction of the Project.

6.1.3 Design Professional shall promptly revise, without additional compensation, those documents submitted to Owner for review and approval which have not yet been approved by Owner.

6.1.4 Design Professional's services shall be in a timely manner. Time is of the essence for this Agreement.

#### 6.2 SERVICES DURING DESIGN

6.2.1. Any portions of the Project design to be furnished by Parties other than the Design Professional will be identified prior to the signing of this Agreement. A detailed exhibit describing all consultants, subcontractors or non-employees to be utilized by Design Professional along with a detailed explanation of what services they are to perform is to be attached to this Agreement as Exhibit C. At all times throughout this Agreement, Design Professional shall be solely responsible for the services to be performed herein, including those of its subcontractors, consultants or others.

6.2.2. *COST ESTIMATE.* The Design Professional shall prepare for the Owner's review and approval a fifty (50%) percent design cost estimate from an independent professional cost estimator. Based on this information, the City Council will set the budget by the appropriation of construction funds. Design Professional must then design the facility to stay within the approved budget. Use of bid alternates to allow a contract award up to 5% over and 5% under the budget amount is required.

6.2.3. *PROJECT SCHEDULE.* Upon execution of this Agreement, a project schedule shall be proposed, reviewed and approved by the Parties demonstrating the sequencing of design activities and milestones required to meet the time criteria established for this Project. The project schedule shall be attached and incorporated herein as Exhibit D. Amendments to the project schedule may only be made by the mutual written consent of both Parties.

6.2.4. *FLOORPLAN DESIGN DOCUMENTS.* The Design Professional shall prepare, for the Owner's review and approval, a site plan and building floor plan, based on the Owner's request, including any approved refinements or clarifications.

6.2.5. *DESIGN REVIEW (50%) DOCUMENTS.* Upon approval of Floor Plan Design and only after receiving direction from the Owner, the Design Professional shall prepare, for the Owner's review and approval, Design Review Documents, based on the previously approved design documents that shall consist of a site plan, architectural floor plan, wall or building cross section, door and window schedule, structural framing, preliminary energy "benchmark" model, basic mechanical layout, electrical device and lighting layout and catalog cut sheets for major components and establish levels of construction and material quality. The Design Professional shall identify all material changes and deviations from previously approved design documents.

6.2.6. *CONSTRUCTION DOCUMENTS.* The Design Professional shall prepare, for the Owner's review and approval, and approval of governmental authorities having jurisdiction over the Project, including any revisions necessary to secure such approvals, Construction Documents, based on previously approved design documents, estimate, and schedule, that consist of, but are not limited to, documents and specifications setting forth in detail quality levels of and requirements for construction of the Project and that comply with applicable codes, laws, and regulations enacted at the time of their preparation at the location of the Project. The Design Professional shall identify all material changes and deviations from any previously approved design documents, estimate, and schedule.

6.2.7. *BIDDING OR NEGOTIATION ASSISTANCE.* The Design Professional shall assist the Owner in obtaining bids or negotiated proposals from contractors; attend pre-bid or pre-award meetings; and clarify scope and intent of Construction Documents promptly and in writing.

### 6.3 SERVICES DURING CONSTRUCTION

6.3.1. Construction will commence upon issuance of a written notice from the Owner to the Constructor to proceed with the Constructor's work. Contemporaneous notice will be provided to the Design Professional. The Design Professional shall furnish interpretations and clarifications of drawings and specifications to the Constructor as are necessary for proper execution and progress of the Constructor's work. Such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them.

6.3.2. The Design Professional shall review the Constructor's submittals and make approvals of or recommendations about such submittals within ten (10) business days of their receipt by the Design Professional. The Design Professional shall check the Constructor's submittals for conformance with the design and the scope of the Project and for compliance with the Construction Documents. The Design Professional shall neither be required to review the Constructor's means, methods, techniques, sequences, or procedures nor be responsible for safety precautions and programs relating to the Constructor's work.

6.3.3. The Design Professional shall assist the Owner and Constructor in evaluation of requests for changes in the Constructor's work.

6.3.4. The Design Professional shall assist the Owner in reviewing the Constructor's applications for payments, and shall make recommendations to the Owner based on relevant information. The

Design Professional shall not be required to review subcontractor requisitions or to ascertain how the Constructor has used or directed previously approved monies.

6.3.5. When authorized by the Owner, and as outlined in the budget, the Design Professional shall visit the worksite at intervals appropriate to the stage of construction and key milestones.

6.3.6. The Design Professional shall be available to participate telephonically in weekly Project meetings with the Owner and Constructor.

6.3.7. The Design Professional shall assist the Owner in conducting inspections to determine the Constructor's substantial completion of its work.

## **7. OWNER'S RESPONSIBILITIES.**

7.1. *WORKSITE INFORMATION.* The Owner shall provide, at the Owner's expense and in a timely manner, the following, which the Design Professional shall be entitled to rely upon for its accuracy and completeness:

7.1.1. information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports, and investigations, all as set forth in Exhibit A;

7.1.2. inspections and testing services during construction as required by law or as mutually agreed; and

7.1.3. necessary approvals, fees and charges required for construction, use, occupancy, or renovation of permanent structures, including legal and other required services.

The information required by this section shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Constructor's work. Utility details shall include available services, lines at the worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used in laying out the Constructor's work.

## **8. TIME**

8.1 *TIME FOR SERVICES.* Design Professional shall provide all services in conformance with the approved Project Schedule (Exhibit D).

8.2 *DELAYS.* The Design Professional shall compensate and indemnify the Owner for costs, expenses, liabilities or damages from Project delays caused by any errors or omissions of the Design Professional. The Owner shall equitably adjust the Project schedule and the Design Professional's compensation if the Design Professional is delayed in performance of Services by any act or omission of the Owner, changes are ordered by the Owner which are due to causes beyond the Design Professional's control, or delays authorized by the Owner pending dispute resolution.

## **9. PAYMENTS.**

The Design Professional shall submit to the Owner monthly applications for payment for Basic and Additional Services and Reimbursable Expenses with sufficient supporting detail. The Owner shall pay

approved amounts to the Design Professional within thirty (30) days of receipt of application of payment. The Owner shall have the right to withhold from any payment due or to become due an amount sufficient to protect the Owner from loss that may result from a breach by the Design Professional of this Agreement. Payment of the amount withheld shall be made when the grounds for withholding have been removed.

#### **10. INDEMNITY**

To the fullest extent permitted by law, the Design Professional shall indemnify and hold the Owner, Owner's officers, directors, members, agents, and employees, the Constructor, or their subcontractors harmless from all claims for bodily injury and property damage that may arise from the performance of or the failure to perform Services under this Agreement, but only to the extent of the negligent acts or omissions of the Design Professional, Design Professional's consultants, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Design Professional shall not be required to indemnify or hold harmless the Owner, Constructor, or their subcontractors for the negligence of the Owner, Constructor, or their subcontractors.

#### **11. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.**

Except for (a) losses covered by insurance required by this Agreement, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Owner and Design Professional waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver also shall apply to consequential damages due to termination by either Party in accordance with this Agreement. The Owner and Design Professional shall require similar waivers in contracts with consultants and others retained for the Project.

#### **12. TERMINATION.**

If, through any cause, the Design Professional shall fail to fulfill in a timely and proper manner any obligation under this Agreement or if the Design Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Design Professional of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. All finished or unfinished documents, and reports or other material prepared by the Design Professional under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Design Professional shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with this Agreement and the other terms of this Agreement. Even after termination, the provisions of this Agreement still apply to any Services performed, payments made, or events occurring, costs charged or incurred, or obligations arising before termination date.

This Agreement may also be terminated upon the failure of Design Professional to cure a material breach of agreement within thirty (30) calendar days following delivery of a notice from the Owner setting forth the details of such alleged breach, or if such breach is of a nature that it cannot be cured within such thirty-day period and the Design Professional has not within such thirty-day period commenced and at all times thereafter diligently proceeded with all acts required to cure such default.

#### **13. DISPUTE MITIGATION AND RESOLUTION.**

The parties agree to work cooperatively to resolve all issues.

- 1) Should an issue arise, the party believing itself to be aggrieved shall provide written notice to the other party within ten (10) calendar days of the alleged grievance.
- 2) Upon receipt of the grievance, the parties will schedule a teleconference to attempt to resolve the issue. The teleconference shall occur within fourteen (14) calendar days of the grievance occurring.
- 3) If the parties are unable to resolve the matter during the teleconference, they shall schedule a face-to-face meeting. Said meeting shall be attended by those persons from Owner and Design Professional empowered to resolve the matter. The meeting shall occur within thirty (30)

calendar days from the date the grievance occurred unless otherwise extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.

- 4) Should the face-to-face meeting fail to resolve the matter; the parties agree to submit the matter to mediation in Anchorage. The matter will be referred to a professional mediation service who shall submit a list of five (5) qualified mediators. The party filing the grievance shall have the right to strike one name, and then the other party shall have the right to strike one name, and so forth until one remains to mediate the dispute.

#### **14. OWNERSHIP OF DOCUMENTS.**

Upon the conclusion of this Agreement, either through natural expiration or through termination, all documents, designs and other deliverables prepared by Design Professional shall become and remain the Property of Owner provided Owner has made all payments as outlined in this Agreement. Owner shall be entitled to use, reproduce, and make derivative works of such documents and data without additional compensation to Design Professional.

#### **15. GENERAL PROVISIONS**

15.1. *ASSIGNMENT.* Except as to the assignment of proceeds, neither the Owner nor the Design Professional shall assign its interest in this Agreement without the written consent of the other.

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

15.3. *GOVERNING LAW.* This Agreement shall be governed by and construed under the laws of the State of Alaska without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Bethel, Alaska.

15.4. *INDEPENDENT CONTRACTOR.* Design Professional is and shall be acting at all times as an independent contractor and not as an employee of City and shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, Unemployment Compensation, and other payroll deductions for its Project Manager and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

15.5. *PERS ELIGIBILITY INDEMNIFICATION.* In the event that Design Professional or any employee, agent, or subcontractor of Design Professional providing services under this Agreement claims or is determined by a court of competent jurisdiction or the Alaska Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Design Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Design Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Design Professional and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15.6. *AMENDMENTS*. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

15.7. *WAIVER*. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

15.8. *SEVERABILITY*. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

15.9. *DRUG FREE WORKPLACE*. Design Professional shall provide a drug-free workplace. Design Professional's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

15.10. *NON-DISCRIMINATION*. Design Professional shall not discriminate because of race, creed, color, religion, gender, sex, gender identity, sexual orientation, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information, pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected under federal, state and local laws. Design Professional shall require all of its subcontractors, vendors and/or independent contractors utilized for this Agreement to have a policy of non-discrimination.

15.11. *EXTENT OF AGREEMENT*. This Agreement represents the entire and integrated agreement between the Owner and Design Professional and supersedes all prior negotiations, representations and agreements, either written or oral.

**OWNER  
CITY OF BETHEL**

**DESIGN PROFESSIONAL**

\_\_\_\_\_  
By: Peter Williams  
Acting City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# City of Bethel Action Memorandum

Action memorandum No.	<del>AM-16-XX</del> -----16-69		
Date action introduced:		Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

**Action Title**

Authorize the City Manager to sign the SHSP 16 grant agreement to accept the award of \$80,835 to purchase radios for the police and fire departments.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	<i>A.K.C.</i>	Recommend approval.
<input checked="" type="checkbox"/>	Finance	<i>[Signature]</i>	Recommend approval.
<input checked="" type="checkbox"/>	Police	<i>[Signature]</i>	Recommend approval.
<input checked="" type="checkbox"/>	Fire	<i>W.J.H.</i>	Recommend approval.
<input type="checkbox"/>			

Attachment(s): None.

Amount of fiscal impact:		Account information:
<input checked="" type="checkbox"/>	No fiscal impact	
<input type="checkbox"/>	Funds are budgeted for.	
<input type="checkbox"/>	Funds are not budgeted. Budget modification is required.	

**Summary Statement**

The City of Bethel applied for State Homeland Security Program (SHSP) grant funds and was awarded \$80,835 to purchase mobile and portable radios for use by the Bethel Police Department and to purchase portable radios for use by the Bethel Fire Department. There is no match required for this grant.

The radios to be purchased will be narrow-banded, Project-25 compliant, and compatible with all radios currently in use.

**2016 State Homeland Security Program (SHSP) Grant  
Jurisdiction Total Allocations**

<b>Jurisdiction</b>	<b>Funding</b>
Akutan, City of	\$15,000.00
Anchorage, Municipality of	\$409,960.00
Bethel, City of	\$80,385.00
Bristol Bay Borough	\$16,863.20
Cordova, City of	\$37,000.00
Fairbanks North Star Borough	\$221,435.00
Fairbanks, City of	\$136,165.50
Homer, City of	\$343,363.40
Houston, City of	\$35,000.00
Juneau, City and Borough of	\$230,000.00
Kenai Peninsula Borough	\$491,930.94
Ketchikan, City of	\$35,524.00
Kodiak, City of	\$36,862.96
Matanuska-Susitna Borough	\$14,960.00
North Pole, City of	\$79,450.00
Northwest Arctic Borough	\$15,000.00
Petersburg Borough	\$43,700.00
Sitka, City and Borough of	\$30,000.00
Unalaska, City of	\$325,000.00
Wasilla, City of	\$165,000.00
DHS&EM Statewide Activities	\$225,000.00
<b>Total Allocations</b>	<b>\$2,987,600.00</b>

[INDIVIDUAL]  
[NAME OF TRIBE/ORGANIZATION]  
[ADDRESS]  
[VILLAGE], Alaska [ZIP]

Subject: National Historic Preservation Act Consultation for the proposed Donlin Gold Project

Dear [Sir or Madam President/CEO],

The United States Army Corps of Engineers (Corps) is the lead federal agency for the proposed Donlin Gold Project (Project) and is in the process of preparing an Environmental Impact Statement for the proposed Project. The Corps is also responsible for consultation under Section 106 of the National Historic Preservation Act (NHPA). In June 2016, your organization was contacted by the Corps, soliciting participation in the NHPA Section 106 review for the proposed Project. Thank you for your response and interest in participating in this process.

On October 4, 2016 at 10:00 AM Alaska time, the Corps will host an informational meeting to begin the dialogue regarding the Section 106 process and the development of a Programmatic Agreement as it relates to the proposed Project. The meeting will be held at the Bureau of Land Management's Campbell Tract Facility in Anchorage, near the intersection of 68<sup>th</sup> Street and Elmore:

BLM Anchorage Field Office  
4700 BLM Road  
Anchorage, AK 99507

For those who cannot attend in person, a teleconference line will also be available:

1-866-560-9564 Passcode 9132107

The meeting schedule will be as follows:

9:30 am	Coffee and informational open house
10:00 am	Meeting begins
12:00 pm	Lunch (provided on-site)
1:00 pm	Meeting resumes
4:00 pm	Meeting conclusion and wrap-up

To assist with preparation for this meeting, a project map and a summary of cultural resources studies conducted to date in support of the Project are attached. Additional information on

these studies' findings, as well as an overview of the Section 106 process, will be presented at the meeting.

We look forward to your participation.

Sincerely,

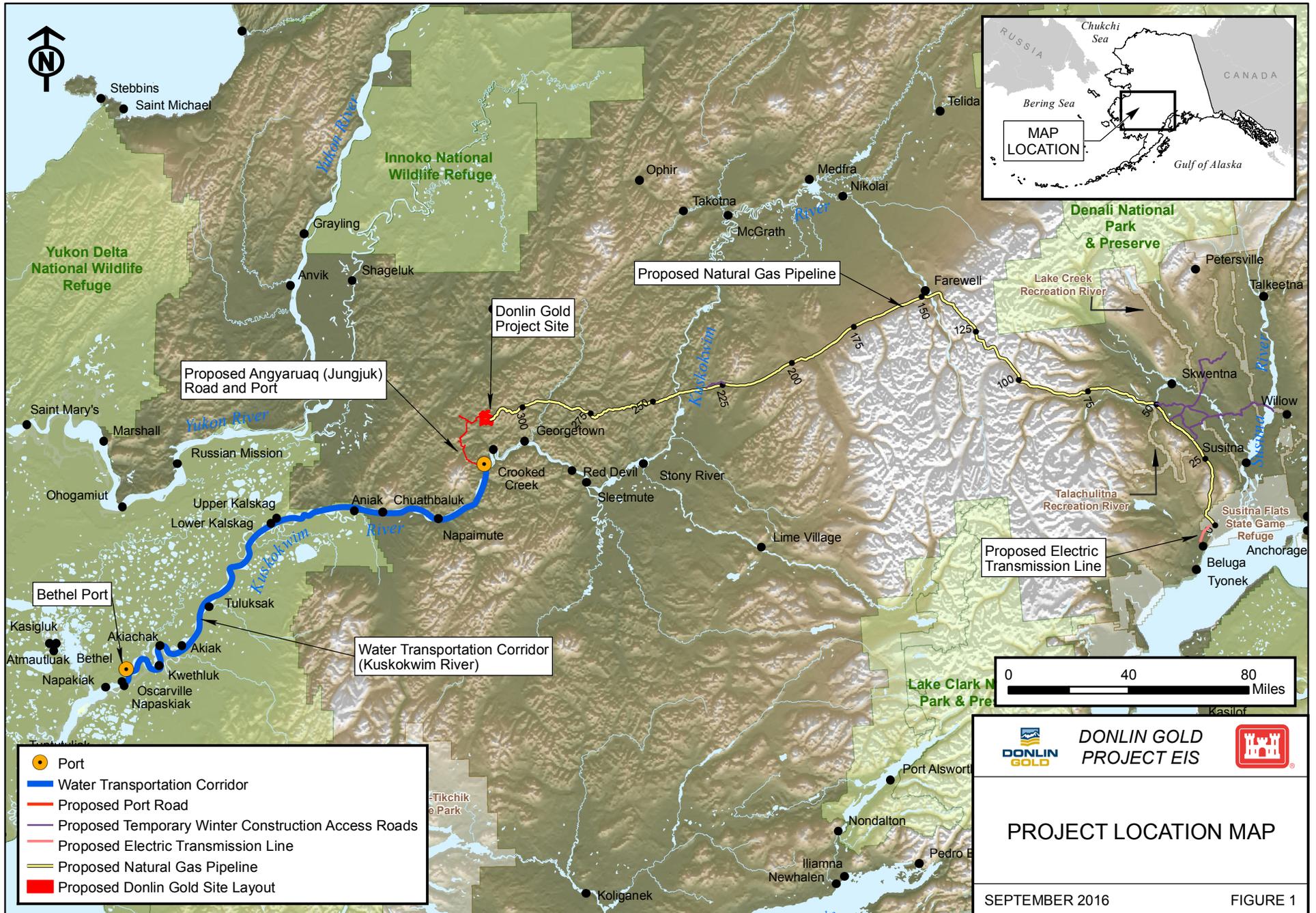
Sheila M. Newman  
Special Actions Branch Chief

ENCLOSURES (3)

CC with enclosures:

Jenny H. Blanchard  
BLM Anchorage Field Office  
4700 BLM Road  
Anchorage, AK 99507

Judith E. Bittner  
State Historic Preservation Officer  
State of Alaska, Office of History and Archaeology  
550 W. 7th Avenue  
Suite 1310  
Anchorage, Alaska 99501-3565



**DONLIN GOLD PROJECT EIS**




**PROJECT LOCATION MAP**

# Cultural Resources Identification and Historic Property Evaluation Conducted for the Donlin Gold Project

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## INTRODUCTION

Donlin Gold is proposing to develop an open pit, hardrock gold mine 277 miles (446 kilometers [km]) west of Anchorage, 145 miles (233 km) northeast of Bethel, and 10 miles (16 km) north of the village of Crooked Creek, Alaska (Project). The Project includes the principal mine components listed below and depicted in Figure 1. Additional details regarding the proposed Project are in the Project Description (SRK 2012), and Natural Gas Pipeline Plan of Development (SRK 2013).

- Mine Site – Open pit, waste rock facility, mill, tailings storage facility, fresh water dams, contact water dams, a natural gas power generation facility, and personnel camps
- Transportation Facilities – A 5,000-foot (ft) (1,524-meter [m]) gravel airstrip, a port on the Kuskokwim River at the location known as Jungjuk (Jungjuk Port site), and a 30-mile (48-km) gravel road to connect the port and the Mine Site, and a barge terminal facility in Bethel
- Pipeline Corridor – A 14-inch (35.6 centimeters [cm]), 315-mile (507-km) buried steel pipeline to supply natural gas to the mine power plant originating (tie-in) at an existing natural gas pipeline near Beluga, Alaska.

The U.S. Army Corps of Engineers (Corps) has received applications for permits under Section 10 of the Rivers and Harbors Act of 1899 (Section 10) (33 U.S.C. § 403) and Section 404 of the Clean Water Act (Section 404) (33 U.S.C. 1344/33 CFR Part 323). The U.S. Bureau of Land Management (BLM) has received right-of-way permit applications that would require authorization under Section 28 of the Mineral Leasing Act of 1920 (30 U.S.C § 185), as amended, and Title V of Federal Land Management Policy Act. Both the Corps and BLM have determined that evaluation and/or issuance of each agencies' permits for the proposed Project are undertakings subject to review pursuant to Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108). As such, it requires both federal agencies to take into account the effects on historic properties.

Historic property means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (National Register or NRHP) maintained by the Secretary of the Interior. Historic property includes artifacts, records, and remains that are related to, and located within, such properties. Historic property also includes properties of traditional religious and cultural importance to an Indian tribe and that meet the National Register criteria.

The Corps, as the lead federal agency responsible for the development of the Environmental Impact Statement (EIS), is in the early stages of planning a Programmatic Agreement (PA) that would describe how the NHPA Section 106 process will be conducted for this Project. This includes identification and evaluation of cultural resources, minimization and mitigation of impacts, monitoring of construction, and inadvertent discovery of cultural resources. The PA will be drafted and executed by responsible parties, including the Corps, State Historic Preservation Office (SHPO), and BLM, in consultation with local governments, Alaska Native Tribes, and other consulting parties. The PA would address management of the identified historic properties, as well as any others discovered during Project implementation, if the Project is permitted. The input of consulting parties is critical to developing an effective PA.

One of the initial steps of the NHPA Section 106 review includes the establishment of an Area of Potential Effect (APE) for the Project. This is the geographic area in which the Project may directly or indirectly cause alterations in the character or use of historic properties. A draft APE for the Project has been established, and a reasonable and good faith effort must be made to identify historic properties within the APE. The draft APE addresses an area of Alaska that had not previously been surveyed for the presence of cultural resources. Donlin Gold's consultants, Northern Land Use Research Alaska (NLURA) and Chumis Cultural Resources (Chumis), have since completed field archaeological surveys to fill in the data gap.

The purpose of this document is to provide a high-level summary of efforts completed to date to identify historic properties within the draft APE, and the results of those efforts, for the purpose of the NHPA Section 106 consultation. The information presented herein is based on a review of data on file at the Alaska Heritage Resource Survey (AHRIS) and the series of NLURA/Chumis archaeological survey reports that resulted from their field investigations. While a complete survey of the entire APE has not been conducted, the majority of the proposed Mine Site, Transportation Facilities, and Pipeline Corridor areas have been surveyed. The surveys have yielded previously unknown cultural resources. Additional cultural resources could be identified during future surveys or construction operations if the Project receives all the necessary authorizations to proceed. Most importantly, consultation between the agencies and tribes could identify additional historic properties not yet documented for the Project. Below is a brief summary of the archaeological research conducted in the APE.

## **ARCHAEOLOGICAL SURVEYS**

Archaeological surveys for the Donlin Gold Project have focused on the primary Project components, including the proposed Mine Site, the Transportation Facilities, and the Pipeline Corridor. The specific results of these investigations will be presented by Project component at the upcoming consultation meeting on October 4, 2016.

The overall approach for the Project has been to conduct identification field surveys and evaluate any sites "up front" so that the PA can address substantive issues related to eligible historic properties raised by agencies and consulting parties. The consultation phase is critical to ensuring the PA is a robust document addressing all concerns that may affect eligible

properties. Field investigations began in 2004, and continued annually from 2006 through 2013. Project cultural resource specialists at NLURA and Chumis compiled extensive background data (including all pertinent archaeological, ethnographic, historic land use and other heritage data) prior to doing field archaeology studies. Recognizing that contemporary tribal members are descendants of the original people of this area, culturally appropriate treatment of any human remains and artifacts were discussed before field work began with Crooked Creek Traditional Council (and others). It is important to note that no human remains have been encountered on the Project to date.

The overall survey strategy and field methods were designed to meet Phase I Identification and Phase II Evaluation survey requirements established by the Alaska Department of Natural Resources Office of History and Archaeology (ADNR-OHA). In the case of historic resources, historic contexts were developed in 2010 to guide historic resource field identification strategies when it came time to gather detailed field data for Phase II Evaluation.

The reports detailing the survey design, implementation and results were provided to the ADNR-OHA, BLM, and to the landowners (The Kuskokwim Corporation, Calista, CIRI). In-person meetings with Donlin Gold staff and consultants, and members of both the Crooked Creek Traditional Council and Knik Tribal Council, communicated the results of significant cultural resources in the traditional territory of these Tribes. Standard Operating Procedures related to encountering any unanticipated cultural resources by Project personnel have also been implemented and are expected to be formalized in the PA for Project staff and contractors.

## MINE SITE

Archaeological investigations for the proposed Mine Site began in 2004. The study was initiated with a records search and literature review, which revealed that 22 known AHRS sites had been recorded within a 15-mile radius of the proposed Mine Site. These sites include 2 historic cabins, 1 mine, 3 village sites, 1 chapel, 9 fish camps, 5 camping areas, and 1 trading post. None of these sites are within the APE. In addition, the Bureau of Indian Affairs and Association of Village Council Presidents were contacted for information regarding historic sites on Native allotments and cemetery / historic lands selected under the Alaska Native Claims Settlement Act (ANSCA) (Reuther et al. 2013).

## TRANSPORTATION FACILITIES

Archaeological research specific to the proposed Transportation Facilities was initiated in early 2006 with winter archaeological monitoring of initial geotechnical testing along portions of the proposed Donlin-Jungjuk road and Jungjuk (Angyaruq) port (Wooley et al. 2007). Later that year, a second season of archaeology field surveys was conducted for the transportation facilities that yielded a very significant prehistoric site (SLT-094) (Wooley et al. 2007).

The field archaeology work completed for the Transportation Facilities area also included various areas that had been considered as potential alternatives to the Project, but are no longer part of Donlin Gold's Project as proposed. For example, a proposed alternate dock site location (referred to as Birch Tree Crossing [BTC] Port Site) was identified along the northern

bank of the Kuskokwim River, approximately 12 miles (19 km) west of Aniak. Surveys of the BTC port site and proposed access road were completed in 2007 (Wooley et al. 2008).

## PIPELINE CORRIDOR

Limited archaeological investigations had been conducted for the proposed Pipeline Corridor prior to the Donlin Gold Project. However, studies have been conducted for the Iditarod National Historic Trail (INHT). Most of the 31 known historic sites are associated with either the INHT or Federal Aviation Administration (FAA) activities. There are also 8 prehistoric sites consisting mainly of lithic scatters, a few isolated tools, and 1 cave occupation. There is 1 site thought to be protohistoric, likely occupied prior to the arrival of Russians (Reuther et al. 2011). In addition, the records search indicated 7 potential resources could be present that are not recorded in the AHR system; these are recent and/or historic era sites such as roadhouses/cabins, undefined use areas, and a telephone line that are shown on historic maps, but not identified during field studies (Reuther et al. 2011). Some of these resources, if present, may be associated with the INHT.

A Geographic Information System (GIS)-based archaeological site prediction model was created to help understand prehistoric land use along the proposed Pipeline Corridor. The model was initially designed using accepted methodology for Alaska that considers geography, along with natural and cultural resource variables reviewed by the ADNR-OHA, and was later refined as the archaeological knowledge of the area increased to bolster model results. The GIS-based approach helped archaeologists understand where archaeological sites might be located and determine effective field survey methodology. In zones with a lower potential for site discovery, helicopter-based survey was used; whereas, for zones with a higher potential, intensive ground survey methods were employed.

The surveyed corridor boundary was 150 ft (46 m) on either side of the proposed centerline, for a total corridor width of 300 ft (91 m). Cultural resources within 500 ft (150 m) of the centerline may be indirectly affected, especially those with remains that are highly visible at the surface. Therefore, NLURA and Chumis also included known cultural resources (primarily historic sites) located within 500 ft in the surveys. Because the survey corridor was less than 500 ft (150 m) from centerline, some buried resources outside of the 300 ft (91 m) survey corridor may not have been identified. The survey of the entire proposed Pipeline Corridor took more than 3 field seasons. The survey corridor was modified in accordance with the multiple revisions of pipeline centerline and alternative routes during pipeline centerline selection. The following is summary of the various surveys completed.

- A Phase I Identification survey of the proposed Pipeline Corridor began in 2010. In total, the helicopter-based aerial survey covered approximately 130 miles (4,705 acres), while the ground survey covered approximately 183 miles (6,662 acres). A total of 375 high-potential landforms identified during the ground-based and aerial surveys were tested (Reuther et al. 2011). Survey and research efforts conducted in 2010 identified 35 cultural resources: 23 newly discovered sites and 12 previously known sites (Reuther et al. 2011). Also in 2010, the field evaluation and historic

context data gathering process began for historic-period resources located within the proposed Pipeline Corridor.

- In 2011, the Phase I Identification survey was completed along 18.6 miles (676 acres) of pipeline alignment changes; 8.8 miles (320 acres) were covered by aerial survey and 9.8 miles (356 acres) by pedestrian methods. Phase I Identification testing was completed at 220 high potential landforms in 2011, with 20 new cultural resources identified during that field season (Reuther et al. 2012). Eight (8) potentially affected areas adjacent to or within the Pipeline Corridor were also assessed and surveyed in 2011 (Reuther et al. 2012). These areas included locations where geotechnical activities such as borehole drilling were planned.
- A 2012 field program was completed to finalize Phase I Identification testing at 13 remaining test areas; and to complete the Phase II Evaluation field documentation of the known cultural resources that are situated within 500 ft of the proposed corridor, or 250 ft on each side of the proposed pipeline alignment.
- Additional survey and evaluation were also conducted in 2013 to address a realignment of the Pipeline Corridor segment. Ten (10) additional prehistoric sites were identified, documented, and evaluated as a result of the new alignment changes (Rogers et al. 2013).

In total, 53 prehistoric and historic cultural resources were identified as a result of the 2010 to 2013 field archaeology investigations along the Pipeline Corridor.

## **IDITAROD NATIONAL HISTORIC TRAIL**

The INHT is a Congressionally designated commemorative trail route based on an historic trail system (Bureau of Land Management 1986). At the time of this designation, the entire INHT was considered as potentially eligible for inclusion into the NRHP; however, it was also recognized that only certain segments would merit NRHP status. The 1986 Comprehensive Management Plan calls for a “Thematic Iditarod Trail Nomination;” the recently adopted Iditarod Trail Multiple Property Listing fulfills that intent (Antonson and Lewis 2016). Formal nominations to the NRHP are currently being made for those specific trail sites and segments where physical remains exist, which best represent the historic values of the trail. Some segments that intersect the APE may be eligible and are being assessed, but others may not be eligible under Section 106. NRHP eligibility of INHT segments will involve consultation among the Section 106 consulting parties and details will be addressed in the PA.

## **TRADITIONAL CULTURAL PROPERTIES**

A Traditional Cultural Property (TCP) is defined as a place that is eligible for inclusion in the NRHP because of its association with cultural practices or beliefs of a living community that are: (a) are rooted in that community’s history; and (b) important in maintaining the continuing cultural identity of the community. TCPs often represent the location where significant traditional

events, activities, or cultural observances have taken place in the past, yet remain active in the community's / tribe's cultural practices. Informal discussions related to potential TCPs have occurred between the cultural resource consultants, tribal representatives and other interested parties have not yielded any eligible TCPs. Formal consultation with the affected tribes can assist in identifying and evaluating the significance of any potential TCPs that have not yet been identified. Confidential results of any TCPs shared with the lead and cooperating agencies may or may not be distributed as public information, depending upon cultural sensitivities.

## **FIELD ARCHAEOLOGY SURVEY RESULTS AND DETERMINATIONS OF ELIGIBILITY**

A total of 70 cultural sites have been identified throughout the course of the field archaeology investigations between 2006 and 2013 (Table 1). Determinations of Eligibility for inclusion in the NRHP were completed for 58 sites: 22 sites were recommended as “eligible” and 36 as “non-eligible.” The Corps is requesting concurrence from the SHPO on determinations of eligibility. In addition to the 58 sites, 8 sites documented as a part of this Project remain unevaluated, and 4 have been destroyed or were not relocated. Detailed information on all sites, including more information about eligibility, information potential, and research questions, is available in several reports cited below, and on file with the SHPO, primarily in Hays et al. (2011), and Rogers, et al. (2013: Appendix A).

The 22 sites recommended as eligible for nomination to the NRHP include four historic cabin or roadhouse sites (IDT-00260, MCG-000003, MCG-00130, and TYO-00215); three prehistoric surface lithic scatters (IDT-00275, IDT-00288, and RUS-00114); 13 prehistoric lithic scatters with both surface and subsurface components (MCG-00060, MCG-00062, MCG-00066, MCG-00068, MCG-00071, MCG-00072, MCG-00075, MCG-00076, RUS-00112, TAL-00164, TAL-00166, TYO-00278, and TYO-00279); 1 prehistoric site with surface and subsurface components and archaeological features (SLT-00094); and 1 prehistoric depression site (TYO-00277). With one exception, these sites have been recommended eligible under Criterion D, for their ability to contribute to the history or prehistory of the region. The single exception, MCG-00130 (Rainy Pass Shelter Cabin), is recommended eligible under both Criterion A (for its association with events important to the history of the region) and Criterion D (information potential on the history of the Alaska Range).

The 36 sites recommended as not eligible for nomination to the NRHP consist of lithic scatters, characterized by either surface components (IDT-00262, IDT-00263, IDT-00264, IDT-00276, IDT-00277, IDT-00278, IDT-00279, IDT-00280, IDT-00281, IDT-00282, IDT-00283, IDT-00284, IDT-00285, IDT-00286, IDT-00287, IDT-00289, IDT-00290, IDT-00291, MCG-00061, MCG-00074, RUS-00111, TAL-00152, TAL-00153, TAL-00165, and TYO-00307) or subsurface components (MCG-00064, MCG-00065, MCG-00069, MCG-00073, MCG-00077, TAL-00252, TAL-00163, TAL-00177, and TAL-00178), and 2 historic mining ditches (IDT-00265 and IDT-00266). These 36 sites were all recommended as not eligible due to lack of association with persons or events important in history and the inability to contribute information important to history or prehistory beyond that captured during initial documentation and testing.

Eight (8) sites recorded during surveys conducted for the Donlin Gold Project remain unevaluated. These include 2 surface lithic scatters (IDT-00292 and RUS-00113), 1 subsurface lithic scatter (MCG-00063), and 5 historic cabin, lodge, or camp sites (IDT-00261, MCG-00067, TAL-00044, TAL-00129, and TYO-00021). These sites are all in areas currently excluded from any Project components and therefore outside the scope of this review.

Four (4) previously recorded sites were not relocated or have been destroyed and were therefore not subject to evaluation. All of these sites consist of historic roadhouses (MCG-00007, TAL-00010, TYO-00022, and TYO-00023).

**Table 1. Summary of Documented Cultural Resources and NRHP Eligibility Recommendations for the Donlin Gold Project**

<i>AHRS#</i>	<i>Nature of resource</i>	<i>Year of Survey</i>	<i>Project Component Area</i>	<i>In Current Pipeline Alignment?</i>	<i>Distance from Pipeline Corridor</i>	<i>Land status</i>	<i>NRHP Eligibility Recommendation</i>	<i>Criteria for Eligibility/ Comments</i>	<i>Report Reference</i>
IDT-00260	Lewis Gulch cabin	2010	Mine Site	N/A	N/A	TKC	ELIGIBLE	Criterion D (information potential re: history of mining in Alaska)	Hays et al. 2011
IDT-00261	Grouse Creek cabin	2010	Mine Area	N/A	N/A	TKC	NOT EVALUATED	Additional data (year of construction) needed to fully evaluate under Criterion D	Hays et al. 2011
IDT-00262	Surface lithic scatter	2004	Mine Site	N/A	N/A	TKC	NOT ELIGIBLE	Insufficient association and data potential	Hays et al. 2011
IDT-00263	Surface lithic scatter	2004	Mine Site	N/A	N/A	TKC	NOT ELIGIBLE	Insufficient association and data potential	Hays et al. 2011
IDT-00264	Surface lithic scatter	2004	Mine Site	N/A	N/A	TKC	NOT ELIGIBLE	Insufficient association and data potential	Hays et al. 2011
IDT-00265	Ditch feature	2004	Mine Site	N/A	N/A	TKC	NOT ELIGIBLE	Insufficient association and data potential	Hays et al. 2011

<i>AHRS#</i>	<i>Nature of resource</i>	<i>Year of Survey</i>	<i>Project Component Area</i>	<i>In Current Pipeline Alignment?</i>	<i>Distance from Pipeline Corridor</i>	<i>Land status</i>	<i>NRHP Eligibility Recommendation</i>	<i>Criteria for Eligibility/ Comments</i>	<i>Report Reference</i>
IDT-00266	Ditch feature	2004	Mine Site	N/A	N/A	TKC	NOT ELIGIBLE	Insufficient association and data potential	Hays et al. 2011
IDT-00275	Surface lithic artifacts	2010, 2011	Pipeline Corridor (MP 275-300)	YES	0-500 ft	Federal	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Reuther et al. 2013
IDT-00276	Determined not a site	2010	Pipeline Corridor (MP 225-250)	YES	0-500 ft	State	NOT ELIGIBLE	No cultural materials present	Reuther et al. 2013
IDT-00277	Surface lithic artifacts	2010	Pipeline Corridor (MP 225-250)	YES	0-500 ft	Federal	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
IDT-00278	Determined not a site	2010	Pipeline Corridor (MP 225-250)	YES	0-500 ft	Federal	NOT ELIGIBLE	No cultural materials present	Reuther et al. 2013
IDT-00279	Determined not a site	2010	Pipeline Corridor (MP 225-250)	YES	0-500 ft	Federal	NOT ELIGIBLE	No cultural materials present	Reuther et al. 2013
IDT-00280	Determined not a site	2010	Pipeline Corridor (MP 250-275)	YES	0-500 ft	Federal	NOT ELIGIBLE	No cultural materials present	Reuther et al. 2013
IDT-00281	Surface lithic artifacts	2010	Pipeline Corridor (MP 250-275)	YES	0-500 ft	Federal	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013

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IDT-00282	Determined not a site	2010	Pipeline Corridor (MP 250-275)	YES	0-500 ft	Federal	NOT ELIGIBLE	No cultural materials present	Reuther et al. 2013
IDT-00283	Surface lithic artifacts	2010	Pipeline Corridor (MP 250-275)	YES	0-500 ft	Federal	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
IDT-00284	Surface lithic artifacts	2010	Pipeline Corridor (MP250-275)	YES	0-500 ft	Federal	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
IDT-00285	Surface lithic artifacts	2010	Pipeline Corridor (MP250-275)	YES	0-500 ft	Federal	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
IDT-00286	Determined not a site	2010	Pipeline Corridor (MP250-275)	YES	0-500 ft	Federal	NOT ELIGIBLE	No cultural materials present	Reuther et al. 2013
IDT-00287	Determined not a site	2010	Pipeline Corridor (MP275-300)	YES	0-500 ft	Federal	NOT ELIGIBLE	No cultural materials present	Reuther et al. 2013
IDT-00288	Surface lithic artifacts	2010	Pipeline Corridor (MP275-300)	YES	0-500 ft	Federal	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Reuther et al. 2013
IDT-00289	Determined not a site	2010	Pipeline Corridor (MP275-300)	YES	0-500 ft	Federal	NOT ELIGIBLE	No cultural materials present	Reuther et al. 2013

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IDT-00290	Surface lithic artifacts	2011	Pipeline Corridor (MP225-250)	YES	0-500 ft	Federal	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
IDT-00291	Surface lithic artifacts	2011	Pipeline Corridor (MP250-275)	YES	0-500 ft	Federal	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
IDT-00292	Surface lithic scatter	2011	Mine Site	N/A	N/A	TKC	NOT EVALUATED	Additional data needed to fully evaluate under Criterion D	Hays et al. 2012
MCG-00003	Dalzell Roadhouse	2011	Pipeline Corridor (MP100-125)	NO	500-1000 ft	State	ELIGIBLE	Criterion D (history of the Iditarod Trail), Criterion A (contributing to Iditarod Trail)	Reuther et al. 2013
MCG-00007	Rohn River Roadhouse	2010, 2011	Pipeline Corridor (MP125-150)	NO	Over 3000 ft (not relocated)	Federal	N/A	Site has been destroyed	Reuther et al. 2013
MCG-00060	Subsurface lithic artifacts	2011	Pipeline Corridor (MP125-150)	NO	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Reuther et al. 2013
MCG-00061	Surface lithic artifacts	2011	Pipeline Corridor (MP125-150)	NO	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013

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MCG-00062	Subsurface lithic artifacts	2011	Pipeline Corridor (MP125-150)	NO	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Reuther et al. 2013
MCG-00063	Subsurface lithic artifacts	2011	Pipeline Corridor (MP125-150)	NO	500-1000 ft	State	NOT EVALUATED	Outside of APE	Reuther et al. 2013
MCG-00064	Subsurface lithic artifacts	2011	Pipeline Corridor (MP125-150)	NO	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
MCG-00065	Subsurface lithic artifacts	2011	Pipeline Corridor (MP100-125)	NO	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
MCG-00066	Subsurface lithic artifacts	2011	Pipeline Corridor (MP125-150)	NO	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Reuther et al. 2013
MCG-00067	Temporary hunting camp	2011	Pipeline Corridor (MP125-150)	NO	Over 3000 ft	CIRI	NOT EVALUATED	Outside of APE	Reuther et al. 2013
MCG-00068	Subsurface lithic artifacts	2011	Pipeline Corridor (MP125-150)	NO	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of western Alaska)	Reuther et al. 2013

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MCG-00069	Subsurface lithic artifacts	2011	Pipeline Corridor (MP125-150)	NO	0-500 ft	CIRI	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
MCG-00071	Subsurface lithic artifacts	2013	Pipeline Corridor (MP125-150)	YES	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Rogers et al. 2013
MCG-00072	Subsurface lithic artifacts	2013	Pipeline Corridor (MP125-150)	YES	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Rogers et al. 2013
MCG-00073	Subsurface lithic artifacts	2013	Pipeline Corridor (MP125-150)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Rogers et al. 2013
MCG-00074	Surface lithic artifacts	2013	Pipeline Corridor (MP125-150)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Rogers et al. 2013
MCG-00075	Subsurface lithic artifacts	2013	Pipeline Corridor (MP125-150)	YES	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Rogers et al. 2013
MCG-00076	Subsurface lithic artifacts	2013	Pipeline Corridor (MP125-150)	YES	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Rogers et al. 2013

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MCG-00077	Subsurface lithic artifacts	2013	Pipeline Corridor (MP150-175)	YES	0-500 ft	CIRI	NOT ELIGIBLE	Insufficient association and data potential	Rogers et al. 2013
MCG-00130	Rainy Pass Shelter Cabin	2012	Pipeline Corridor (MP100-125)	NO	0-500 ft	State	ELIGIBLE	Criterion D (history of the Iditarod Trail), Criterion A (contributing to Iditarod Trail)	Reuther et al. 2013
RUS-00111	Surface lithic scatter	2007	Transportation Facilities (BTC Road)	N/A	N/A	Native	NOT ELIGIBLE	Insufficient association and data potential	Wooley et al. 2008
RUS-00112	Surface and subsurface lithics	2007	Transportation Facilities (BTC Road)	N/A	N/A	Native	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Wooley et al. 2008
RUS-00113	Surface lithic scatter	2007	Transportation Facilities (BTC Road)	N/A	N/A	Native	NOT EVALUATED	--	Wooley et al. 2008
RUS-00114	Surface lithic scatter	2007	Transportation Facilities (BTC Road)	N/A	N/A	Native	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Wooley et al. 2008

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SLT-00094	Extensive multi-locus surface/ subsurface features and artifacts	2006	Transportation Facilities (Jungjuk Port Site)	N/A	N/A	TKC	ELIGIBLE	Criterion D (information potential re: prehistory of Southwest Alaska)	Wooley et al. 2007
TAL-00010	Pass Creek/ Anderson's Roadhouse	2012	Pipeline Corridor (MP100-125)	NO	500-1000 ft	State	N/A	--	Reuther et al. 2013
TAL-00044	Puntilla Cabin	2010	Pipeline Corridor (MP75-100)	NO	Over 3000 ft	State	NOT EVALUATED	--	Reuther et al. 2013
TAL-00129	Rainy Pass Lodge	2010	Pipeline Corridor (MP100-125)	NO	2500-3000 ft	State	NOT EVALUATED	--	Reuther et al. 2013
TAL-00151	Subsurface lithic artifacts	2010	Pipeline Corridor (MP100-125)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
TAL-00152	Surface lithic artifacts	2010	Pipeline Corridor (MP100-125)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
TAL-00153	Surface lithic artifacts	2010	Pipeline Corridor (MP100-125)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013

<i>AHRS#</i>	<i>Nature of resource</i>	<i>Year of Survey</i>	<i>Project Component Area</i>	<i>In Current Pipeline Alignment?</i>	<i>Distance from Pipeline Corridor</i>	<i>Land status</i>	<i>NRHP Eligibility Recommendation</i>	<i>Criteria for Eligibility/ Comments</i>	<i>Report Reference</i>
TAL-00163	Subsurface lithic artifacts	2011	Pipeline Corridor (MP75-100)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
TAL-00164	Subsurface lithic artifacts	2011	Pipeline Corridor (MP75-100)	YES	0-500 ft	State	ELIGIBLE	Criterion D (archaeological information potential re: prehistory of Kuskokwim region)	Reuther et al. 2013
TAL-00165	Surface lithic artifacts	2011	Pipeline Corridor (MP100-125)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Reuther et al. 2013
TAL-00166	Subsurface lithic artifacts	2011	Pipeline Corridor (MP100-125)	YES	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Reuther et al. 2013
TAL-00177	Subsurface lithic artifacts	2013	Pipeline Corridor (MP100-125)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Rogers et al. 2013
TAL-00178	Subsurface lithic artifacts	2013	Pipeline Corridor (MP100-125)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Rogers et al. 2013
TYO-00021	Old Skwentna Crossing	2010, 2011	MP25-50	NO	1000-1500 ft	State	NOT EVALUATED	Site no longer exists due to natural causes	Reuther et al. 2013

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TYO-00022	Mountain Climber (Hayes River) Roadhouse	2010, 2011	Pipeline Corridor (MP50-75)	N/A	500-1000 ft	State	N/A	Site not found in AHRS plotted location	Reuther et al. 2013
TYO-00023	Happy River Roadhouse	2010, 2011	Pipeline Corridor (MP75-100)	N/A	500-1000 ft (not relocated)	State	N/A	Site no longer exists due to natural causes	Reuther et al. 2013
TYO-00215	Historic cabin	2010, 2011	Pipeline Corridor (MP25-50)	YES	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: history of trapping); Criterion C (building type)	Reuther et al. 2013
TYO-00277	Depression features	2011	Pipeline Corridor (MP25-50)	YES	0-500 ft	State	ELIGIBLE	Criterion D (archaeological information potential re: prehistory of Susitna region)	Reuther et al. 2013
TYO-00278	Subsurface lithic artifacts	2011	Pipeline Corridor (MP75-100)	YES	0-500 ft	State	ELIGIBLE	Criterion D (archaeological information potential re: prehistory of Kuskokwim region)	Reuther et al. 2013
TYO-00279	Subsurface lithic artifacts	2011	Pipeline Corridor (MP75-100)	YES	0-500 ft	State	ELIGIBLE	Criterion D (information potential re: prehistory of Alaska Range)	Reuther et al. 2013

<i>AHRS#</i>	<i>Nature of resource</i>	<i>Year of Survey</i>	<i>Project Component Area</i>	<i>In Current Pipeline Alignment?</i>	<i>Distance from Pipeline Corridor</i>	<i>Land status</i>	<i>NRHP Eligibility Recommendation</i>	<i>Criteria for Eligibility/ Comments</i>	<i>Report Reference</i>
TYO-00307	Surface lithic artifacts	2013	Pipeline Corridor (MP0-25)	YES	0-500 ft	State	NOT ELIGIBLE	Insufficient association and data potential	Rogers et al. 2013

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# *Mayor's Report*

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# ***City Manager's Report***

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9/2/2016

**COMPLIANCE LETTER**

Failure to Comply with the Permit Conditions under Standards of the Alaskan Coastal Management Program, 6 AAC 80, Authorization Number 9725DB005, Section 2.0—Specific Limitations and Monitoring Requirements.

Ann K. Capela  
Bethel City Manager  
PO Box 1388  
Bethel, AK 99559

File No. 2407.45.001

Dear Ms. Capela:

On June 27, 2016, the Alaska Department of Environmental Conservation (DEC) conducted an inspection of the Bethel Sewage Lagoon. The results of the inspection identified an Administrative Violation.

A review of DEC records show that the city of Bethel has not submitted Discharge Monitoring Reports (DMRs) for the life of its permit. Non-submittals of DMRs is a violation of Appendix A—Operation, Receiving Water Monitoring.

To address the violation(s) described above, the Department requires that you do the following:

- a. Submit Discharge Monitoring Reports (DMRs) to DEC monthly, even if there is no discharge. The DMRs should be mailed to : DEC/Division of Water, 555 Cordova Street, Anchorage, AK 99501

Submission of DMRs, in addition to the planned upgrades to the Bethel Sewage Lagoon, are the steps needed for getting Alaska Pollutant Discharge Elimination System (APDES) permit coverage.

Please respond to this request by no later than **10/3/2016**. Deliverables can be submitted via mail, email, or fax:

**Attention:**  
**Sue Guers**  
**610 University Avenue**  
**Fairbanks, AK 99709**  
**sue.guers@alaska.gov**  
**Fax: 907.451.2298**

If you have additional questions, please feel free to contact me. Thank you for your cooperation and assistance in protecting public health and the environment.

Sincerely,



Sue Guers  
ADEC Compliance Inspector  
Credential No. R-0279

Check One:

Personally Served  
 Sent by Certified Mail  
7014 2120 0004 7732 0204

on the 2<sup>nd</sup> day of September, 2016

Enclosure: Inspection Report

cc: Amber Bennett, Environmental Program Specialist, ADEC, w/enclosure

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# ***City Clerk's Report***

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# ***Executive Session***

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# *Additional Information*

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# City of Bethel Finance Department

## Monthly City Council Financial Report

Period thru August 31, 2016

**Note 1:** When reviewing this report, it is important to remember that sales tax revenues, including transient lodging tax and gaming fees, are due the month following the period collected; therefore, these revenues always appear to be lagging behind budget until the after the end of the fiscal year, when June revenue is remitted to the City in July.

**Note 2:** This report represents recorded revenues, expenditures, budget modifications and line items transfers with balance sheet account balances through August 31, 2016. It is possible that not all of the August 31, 2016 aforementioned transactions may be recorded by the date of this report. The unaudited figures in this report, especially the balance sheet accounts are subject to further modification and correction by the Finance Department, if necessary, and should not be considered final.

CITY OF BETHEL  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	1,557,255.46	1,557,255.46	8,405,000.00	6,847,744.54	18.5
STATE & FEDERAL REVENUES	.00	.00	1,678,906.00	1,678,906.00	.0
CHARGES FOR SERVICES	9,532.82	9,532.82	165,500.00	155,967.18	5.8
RENTAL INCOME	180.00	180.00	3,000.00	2,820.00	6.0
LICENSES, PERMITS & FEES	118,824.57	118,824.57	656,900.00	538,075.43	18.1
OTHER FINANCING SOURCES	.00	.00	11,900.00	11,900.00	.0
MISCELLANEOUS	12,126.48	12,126.48	40,600.00	28,473.52	29.9
<b>TOTAL FUND REVENUE</b>	<b>1,697,919.33</b>	<b>1,697,919.33</b>	<b>10,961,806.00</b>	<b>9,263,886.67</b>	<b>15.5</b>
<u>EXPENDITURES</u>					
ADMINISTRATION	58,848.02	58,848.02	518,683.00	459,834.98	11.4
CITY CLERKS OFFICE	24,352.04	24,352.04	193,100.00	168,747.96	12.6
FINANCE	172,594.32	172,594.32	950,302.00	777,707.68	18.2
PLANNING	40,992.55	40,992.55	291,663.00	250,670.45	14.1
TECHNOLOGY DEPARTMENTS	76,414.24	76,414.24	539,008.00	462,593.76	14.2
CITY ATTORNEY'S OFFICE	26,724.54	26,724.54	200,025.00	173,300.46	13.4
FIRE DEPARTMENT	187,786.31	187,786.31	1,174,600.00	986,813.69	16.0
POLICE	377,691.05	377,691.05	3,149,120.00	2,771,428.95	12.0
PUBLIC WORKS-ADMIN	( 7,818.15)	( 7,818.15)	150,648.00	158,466.15	( 5.2)
PW-STREETS & ROADS	375,607.19	375,607.19	1,882,568.00	1,506,960.81	20.0
PROPERTY MAINTENANCE	95,336.69	95,336.69	722,469.00	627,132.31	13.2
PARKS & REC/BYC	34,761.69	34,761.69	356,214.00	321,452.31	9.8
COMMUNITY SERVICE	154.11	154.11	176,320.00	176,165.89	.1
IN KIND MATCH & TRANSFERS	.00	.00	1,021,230.00	1,021,230.00	.0
<b>TOTAL FUND EXPENDITURES</b>	<b>1,463,444.60</b>	<b>1,463,444.60</b>	<b>11,325,950.00</b>	<b>9,862,505.40</b>	<b>12.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>234,474.73</b>	<b>234,474.73</b>	<b>( 364,144.00)</b>	<b>( 598,618.73)</b>	<b>64.4</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

LAND PLANNING AND DEVELOPMENT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
DEPARTMENT 50	.00	.00	21,173.00	21,173.00	.0
TOTAL FUND EXPENDITURES	.00	.00	21,173.00	21,173.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	( 21,173.00)	( 21,173.00)	.0

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

PARKS DEVELOPMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
PARKS DEVELOPMENT	5,653.61	5,653.61	112,852.00	107,198.39	5.0
TOTAL FUND EXPENDITURES	5,653.61	5,653.61	112,852.00	107,198.39	5.0
NET REVENUE OVER EXPENDITURES	( 5,653.61)	( 5,653.61)	( 112,852.00)	( 107,198.39)	( 5.0)

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 43	.00	.00	566,500.00	566,500.00	.0
TRANSFERS IN	.00	.00	606,200.00	606,200.00	.0
MISCELLANEOUS	38.04	38.04	.00	( 38.04)	.0
TOTAL FUND REVENUE	38.04	38.04	1,172,700.00	1,172,661.96	.0
<u>EXPENDITURES</u>					
LOCAL FUNDED EXPENDITURES	33,233.58	33,233.58	1,449,724.00	1,416,490.42	2.3
TOTAL FUND EXPENDITURES	33,233.58	33,233.58	1,449,724.00	1,416,490.42	2.3
NET REVENUE OVER EXPENDITURES	( 33,195.54)	( 33,195.54)	( 277,024.00)	( 243,828.46)	( 12.0)

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
E-911 SURCHARGE	26,285.71	26,285.71	200,000.00	173,714.29	13.1
TOTAL FUND REVENUE	26,285.71	26,285.71	200,000.00	173,714.29	13.1
<u>EXPENDITURES</u>					
E-911 SERVICES	44,016.03	44,016.03	392,099.00	348,082.97	11.2
TOTAL FUND EXPENDITURES	44,016.03	44,016.03	392,099.00	348,082.97	11.2
NET REVENUE OVER EXPENDITURES	( 17,730.32)	( 17,730.32)	( 192,099.00)	( 174,368.68)	( 9.2)

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL SOURCES	.00	.00	12,657.00	12,657.00	.0
SOLID WASTE & RECYCLING	233,778.74	233,778.74	1,212,000.00	978,221.26	19.3
TOTAL FUND REVENUE	233,778.74	233,778.74	1,224,657.00	990,878.26	19.1
<u>EXPENDITURES</u>					
HAULED REFUSE	54,955.80	54,955.80	409,524.00	354,568.20	13.4
LANDFILL OPERATIONS	35,471.07	35,471.07	368,530.00	333,058.93	9.6
RECYCLING OPERATIONS	120.01	120.01	.00	( 120.01)	.0
TOTAL FUND EXPENDITURES	90,546.88	90,546.88	778,054.00	687,507.12	11.6
NET REVENUE OVER EXPENDITURES	143,231.86	143,231.86	446,603.00	303,371.14	32.1

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE FUNDING	.00	.00	252,751.00	252,751.00	.0
WATER	635,894.67	635,894.67	3,697,526.00	3,061,631.33	17.2
SEWER	412,879.08	412,879.08	2,550,030.00	2,137,150.92	16.2
MISCELLANEOUS	573.85	573.85	325,784.00	325,210.15	.2
MISCELLANEOUS	584.64	584.64	.00	( 584.64)	.0
<b>TOTAL FUND REVENUE</b>	<b>1,049,932.24</b>	<b>1,049,932.24</b>	<b>6,826,091.00</b>	<b>5,776,158.76</b>	<b>15.4</b>
<u>EXPENDITURES</u>					
UTILITY BILLING	34,051.20	34,051.20	187,019.00	152,967.80	18.2
HAULED WATER	196,738.49	196,738.49	1,769,489.00	1,572,750.51	11.1
PIPED WATER	98,208.78	98,208.78	457,327.00	359,118.22	21.5
BETHEL HTS WTR TREATMENT	82,695.45	82,695.45	694,235.00	611,539.55	11.9
CITY SUB WTR TREATMENT	78,240.93	78,240.93	599,031.00	520,790.07	13.1
HAULED SEWER	172,917.18	172,917.18	1,732,629.00	1,559,711.82	10.0
PIPED SEWER	61,432.39	61,432.39	728,756.00	667,323.61	8.4
SEWER LAGOON	11,320.37	11,320.37	125,679.00	114,358.63	9.0
<b>TOTAL FUND EXPENDITURES</b>	<b>735,604.79</b>	<b>735,604.79</b>	<b>6,294,165.00</b>	<b>5,558,560.21</b>	<b>11.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>314,327.45</b>	<b>314,327.45</b>	<b>531,926.00</b>	<b>217,598.55</b>	<b>59.1</b>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTEREST & PENALTIES	( 11,708.97)	( 11,708.97)	12,000.00	23,708.97	( 97.6)
STATE FUNDING	.00	.00	15,500.00	15,500.00	.0
CHARGES FOR SERVICES	77,199.20	77,199.20	1,005,200.00	928,000.80	7.7
LEASE REVENUE	2,030.00	2,030.00	24,000.00	21,970.00	8.5
MISCELLANEOUS	5,692.00	5,692.00	45,000.00	39,308.00	12.7
TRANSFERS	.00	.00	300,000.00	300,000.00	.0
MISCELLANEOUS	( 17,646.29)	( 17,646.29)	13,000.00	30,646.29	(135.7)
TOTAL FUND REVENUE	<u>55,565.94</u>	<u>55,565.94</u>	<u>1,414,700.00</u>	<u>1,359,134.06</u>	<u>3.9</u>
<u>EXPENDITURES</u>					
DOCK EXPENDITURES	171,503.32	171,503.32	1,036,872.00	865,368.68	16.5
SMALL BOAR HARBOR	53,276.87	53,276.87	179,034.00	125,757.13	29.8
TOTAL FUND EXPENDITURES	<u>224,780.19</u>	<u>224,780.19</u>	<u>1,215,906.00</u>	<u>991,125.81</u>	<u>18.5</u>
NET REVENUE OVER EXPENDITURES	<u>( 169,214.25)</u>	<u>( 169,214.25)</u>	<u>198,794.00</u>	<u>368,008.25</u>	<u>( 85.1)</u>

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LEASE INCOME	97,851.84	97,851.84	677,633.00	579,781.16	14.4
MISCELLANEOUS	.00	.00	19,650.00	19,650.00	.0
TOTAL FUND REVENUE	97,851.84	97,851.84	697,283.00	599,431.16	14.0
<u>EXPENDITURES</u>					
LEASED PROPERTIES-MISC	.00	.00	2,450.00	2,450.00	.0
LEASED PROP-COURT COMPLEX	80,909.95	80,909.95	503,244.00	422,334.05	16.1
TOTAL FUND EXPENDITURES	80,909.95	80,909.95	505,694.00	424,784.05	16.0
NET REVENUE OVER EXPENDITURES	16,941.89	16,941.89	191,589.00	174,647.11	8.8

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

EMPLOYEE GROUP HEALTH BEN.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
EMP GROUP BENEFITS REVENUES	248,990.82	248,990.82	2,024,688.00	1,775,697.18	12.3
TOTAL FUND REVENUE	248,990.82	248,990.82	2,024,688.00	1,775,697.18	12.3
<u>EXPENDITURES</u>					
EMPLOYEE GROUP HEALTH BENEFITS	108,492.33	108,492.33	2,283,815.00	2,175,322.67	4.8
TOTAL FUND EXPENDITURES	108,492.33	108,492.33	2,283,815.00	2,175,322.67	4.8
NET REVENUE OVER EXPENDITURES	140,498.49	140,498.49	( 259,127.00)	( 399,625.49)	54.2

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	.00	.00	80,580.00	80,580.00	.0
FEDERAL SOURCES	.00	.00	271,164.00	271,164.00	.0
CHARGES FOR SERVICES	6,963.00	6,963.00	33,000.00	26,037.00	21.1
TOTAL FUND REVENUE	6,963.00	6,963.00	384,744.00	377,781.00	1.8
<u>EXPENDITURES</u>					
TRANSIT SYSTEM EXPENDITURES	40,503.62	40,503.62	384,743.00	344,239.38	10.5
TOTAL FUND EXPENDITURES	40,503.62	40,503.62	384,743.00	344,239.38	10.5
NET REVENUE OVER EXPENDITURES	( 33,540.62)	( 33,540.62)	1.00	33,541.62	(33540)

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL FUNDING	.00	.00	55,865.00	55,865.00	.0
CHARGES FOR SERVICES	60,206.45	60,206.45	1,109,995.00	1,049,788.55	5.4
TOTAL FUND REVENUE	60,206.45	60,206.45	1,165,860.00	1,105,653.55	5.2
<u>EXPENDITURES</u>					
VEHICLE & EQUIP MAINT	104,081.16	104,081.16	1,165,858.00	1,061,776.84	8.9
TOTAL FUND EXPENDITURES	104,081.16	104,081.16	1,165,858.00	1,061,776.84	8.9
NET REVENUE OVER EXPENDITURES	( 43,874.71)	( 43,874.71)	2.00	43,876.71	(21937

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

FLEET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	.00	.00	643,000.00	643,000.00	.0
TOTAL FUND REVENUE	.00	.00	643,000.00	643,000.00	.0
<u>EXPENDITURES</u>					
FLEET REPLACEMENT-VEHICLES	.00	.00	405,000.00	405,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	405,000.00	405,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	238,000.00	238,000.00	.0

CITY OF BETHEL  
 FUND SUMMARY  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS	.00	.00	( 11,900.00)	( 11,900.00)	.0
MISCELLANEOUS	.00	.00	17,000.00	17,000.00	.0
TOTAL FUND REVENUE	.00	.00	5,100.00	5,100.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	5,100.00	5,100.00	.0