



# City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-4171

**Regular City Council Meeting**

April 9, 2013

6:30 P.M.

Council Chambers; Bethel, Alaska





**City Council Meeting Agenda  
Regularly Scheduled Meeting  
April 9, 2013-6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

Joseph Klejka  
Mayor  
Term Expires 2014  
543-2984  
[jklejka@cityofbethel.net](mailto:jklejka@cityofbethel.net)

Gene Peltola Jr.  
Vice-Mayor  
Term Expires 2013  
543-3151  
[gpeltola@cityofbethel.net](mailto:gpeltola@cityofbethel.net)

Rick Robb  
Council Member  
Term Expires 2013  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Mary Sattler  
Council Member  
Term Expires 2013  
545-4954  
[msattler@cityofbethel.net](mailto:msattler@cityofbethel.net)

Mark Springer  
Council Member  
Term Expires 2013  
545-1450  
[mspringer@cityofbethel.net](mailto:mspringer@cityofbethel.net)

Whitney  
Council Member  
Term Expires 2014  
545-1309  
[ewhitney@cityofbethel.net](mailto:ewhitney@cityofbethel.net)

Sharon Sigmon  
Council Member  
Term Expires 2014  
543-3452  
[ssigmon@cityofbethel.net](mailto:ssigmon@cityofbethel.net)

Lee Foley  
City Manager  
543-2047  
[lfoley@cityofbethel.net](mailto:lfoley@cityofbethel.net)

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

Patty Burley  
City Attorney  
543-2047  
[pburley@cityofbethel.net](mailto:pburley@cityofbethel.net)

Paul Richards  
Lobbyist  
[paul\\_richards@gci.net](mailto:paul_richards@gci.net)

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **PEOPLE TO BE HEARD** – Five minutes per person
- V. **APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. **APPROVAL OF MEETING MINUTES**
  - a) \*03-26-2013 Regular City Council Meeting Minutes
- VII. **REPORTS OF STANDING COMMITTEES**
  - a) Port Commission
  - b) Planning Commission
  - c) Finance Committee
  - d) Public Works Committee
  - e) Energy Committee
  - f) Parks And Recreation Committee
  - g) Public Safety And Transportation Commission
- VIII. **UNFINISHED BUSINESS**
  - a) **Pg 7: Public Hearing Of Ordinance 13-08**: Amending Bethel Municipal Code Title 9 Public Peace, Morals and Welfare (Public Safety and Transportation Commission)
- IX. **NEW BUSINESS**
  - a) **Pg 15: \*Resolution 13-08**: Payment In Lieu Of Taxes Funding From Department Of Commerce, Community And Economic Development (City Manager Foley)
  - b) **Pg 17: \*Introduction Of Ordinance 13-10**: Providing For The Acquisition Of Land Block 7, Lots 7 Through 17, Through Lease Termination With The State Of Alaska Department Of Military And Veterans Affairs (City Manager Foley)
  - c) **Pg 33: \*Introduction Of Ordinance 13-11**: Providing For The Disposal Of Land, Block 7, Lots 7, 8, 16 and 17 To The Lower Kuskokwim School District (City Manager Foley)
  - d) **Pg 57: \*Introduction Of Budget Ordinance 13-12**: An Ordinance Establishing A City Of Bethel Budget For Fiscal Year 2012-2013 Beginning July 1, 2012 (City Manager Foley)
  - e) **Pg 63**: Consideration Of Contract Extension Of The City Manager's Employment Contract With The City Of Bethel (City Manager Foley)
  - f) \*City Attorney Personal Leave Request For May 6<sup>th</sup> Through May 20<sup>th</sup> (City Manager Foley)
- X. **MAYOR'S REPORT**
- XI. **MANAGER'S REPORT**
- XII. **CLERK'S REPORT**

Agenda posted on April 3, 2013, at City Hall, AC Co., Swansons, and the Post Office.

Lori Strickler, City Clerk's Office

(Items on the agenda noted with an asterisk (\*) are considered the consent agenda.

All Resolutions noted with an asterisk (\*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.

Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing April 23, 2013**)



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
April 9, 2013-6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- XIII. **COUNCIL MEMBER COMMENTS**  
XIV. **ADJOURNMENT**

Agenda posted on April 3, 2013, at City Hall, AC Co., Swansons, and the Post Office.

Lori Strickler, City Clerk's Office

(Items on the agenda noted with an asterisk (\*) are considered the consent agenda.

All Resolutions noted with an asterisk (\*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.  
Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing April 23, 2013**)

---

---

*Bethel City Council*

---

---

# **Approval of the Minutes**



---

*Bethel City Council*

---

# **Reports of Standing Committees**



---

*Bethel City Council*

---

# **Unfinished Business**



Introduced by: Public Safety and  
Transportation  
Commission  
Introduction Date: March 26, 2013  
Public Hearing: April 9, 2013  
Action:  
Vote:

# CITY OF BETHEL, ALASKA

## Ordinance #13-08

### AN ORDINANCE AMENDING THE BETHEL MUNICIPAL CODE TITLE 9 PUBLIC PEACE, MORALS AND WELFARE

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

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

**SECTION 2. Amendment to BMC Title 9 Public Peace, Morals and Welfare** The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

#### **Chapter 9.12 OFFENSES AGAINST PUBLIC DECENCY**

##### Sections:

- 9.12.010 Public drinking – Prohibited.
- 9.12.020 Public drinking – Posted area.
- 9.12.030 ~~Public drinking – Fine.~~ Littering; Defacing Building or other Structure
- 9.12.040 ~~Drinking in motor vehicle or boat.~~ Public Excretion
- 9.12.050 ~~Begging.~~ Shoplifting – Under \$10.00
- 9.12.060 ~~Enticing into automobile.~~
- 9.12.070 ~~Illegal occupation.~~
- 9.12.080 ~~Obscene act.~~
- 9.12.090 ~~Sale of obscene material.~~

#### **9.12.010 Public Drinking – Prohibited.**

A. It is unlawful for any person to be upon any public street, road, ice road, or highway while intoxicated in such a manner as to be hazardous to motor vehicle traffic.

B. It is unlawful for any person to consume an alcoholic beverage on or along any public street, sidewalk, alley, or walkway; in any public park, mode of public transportation, cemetery, dump site, harbor, parking lot, or ice road under Bethel jurisdiction, airport or schoolyard; in any public building, or in any building held open for use by the public except for those areas in a commercial establishment reserved for limited or no use by the public or any building owned by the city held open for use by the public. [Prior code § 6.09.010.] No person shall drink any alcoholic beverage in or upon any motor vehicle or boat.

C. Violation of this section shall be punishable by a fine of not more than five hundred (\$500) dollars.

Introduced by: Public Safety and  
Transportation  
Commission  
Introduction Date: March 26, 2013  
Public Hearing: April 9, 2013  
Action:  
Vote:

#### **9.12.020 Public drinking – Posted area.**

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

#### **9.12.030 Littering; Defacing Building or other Structure**

A. It is unlawful for any person to knowingly:

1. Litter in or on any property not his own on which he is not an invitee or licensee, or on any public building, park, recreation area, parking lot, street, or highway; or
2. Mar or deface private or public property, including parks and recreation areas, without permission.
3. In addition to all other fines and penalties provided for in subsection 8 of this section, persons violating this section shall remove or cause the removal of the litter and restore the property defaced at their sole expense and at the direction and under the supervision of the property owner or the City.
4. If the person violating this section fails to remove the litter or restore the property as the case may be, the owner thereof may cause the same to be accomplished and charge the person responsible for doing so for the reasonable expense incurred and recover such expenses by civil action.
5. Any act in violation of this section committed by a minor under the age of eighteen (18) years who is not a runaway, as that term is defined by AS 47.10.390, when the violation occurred, shall be imputed to that minor's parent or legal guardian who shall be liable for payment of the fine and expense of restoration.
6. Subject to AS 47.10, persons under the age of eighteen (18) years, shall be subject to the provisions of this section, provided however, that in the event any such provision conflicts with or cannot be effected under the provisions of AS 47.10, the latter shall prevail and the person, court or agency having jurisdiction over such minor shall, whenever consistent with AS 47.10, apply the penalties, fines, repair and restoration provisions hereof as a part of its final disposition or as a condition of pre-trial/hearing diversion. Subject to the discretion of the court, agency or official having jurisdiction, the parent or legal guardian of a person under the age of eighteen (18) years violating this section shall accompany the minor to some or all of the minor's community service and repair, removal or restoration work.
7. Nothing contained in this section shall in any way limit, abridge or deny the authority or discretion of any court under AS Title 12 or any agency or official under AS Title 47 and such court, agency or official may vary the sentence or other disposition imposed pursuant to such authority or jurisdiction for a violation of this section.
8. Violation of this section shall be punishable by a fine of not more than One Hundred Fifty (\$150) Dollars which may be substituted by no less than One Hundred Fifty (150) hours of Community Work Service.

#### **9.12.030 Public drinking – Fine.**

Introduced by: Public Safety and  
Transportation  
Commission  
Introduction Date: March 26, 2013  
Public Hearing: April 9, 2013  
Action:  
Vote:

~~A person who is guilty of drinking in public is punishable by a fine of not more than one hundred dollars (\$100). In no event shall any fine less than twenty dollars (\$25) be imposed and such fine shall not be suspended, nor may the punishment provided in this section be reduced under AS 11.05.150. [Prior code § 6.09.030.]~~

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

~~No person shall drink any alcoholic beverage in or upon any motor vehicle or boat. [Prior code § 6.08.130.]~~

**9.12.040 – Public Excretion**

- A. It is unlawful for any person to knowingly urinate or defecate in or on any public street, road, highway, alley, sidewalk, park or other public place open to public view which is not a lavatory facility.
- B. Violation of this section shall be punishable by a fine of not more than Two Hundred (\$200) Dollars.

**9.12.050 – Shoplifting Under \$10.00**

- A. Removal of Merchandise. It is unlawful for any person to take or remove any merchandise or thing valued at less than ten (\$10) dollars from the premises where such merchandise or thing of value is kept for purposes of sale, barter or storage without the consent of the owner or person lawfully entitled to its possession.
- B. Concealment of Merchandise. It is unlawful for any person, without authority, willfully to conceal upon or about his person any merchandise or thing valued at less than ten (\$10) Dollars upon the premises where such merchandise or thing of value is kept for the purposes of sale, barter or storage. Any merchandise or thing of value found concealed upon or about the person and which has not therefore been purchased by the person is prima facie evidence of willful concealment.
- C. As used in this section, the term "consent" shall mean express consent, or consent implied by possession of a sales ticket, slip or receipt issued for and accompanied by the article of merchandise or thing of value.
- D. Violation of this section shall be punishable by a fine of not more than One Hundred (\$100) Dollars.
- E. Any act in violation of this section committed by a minor under the age of eighteen (18) years who is not a runaway, as that term is defined by AS 47.10.390, when the violation occurred, shall be imputed to that minor's parent or legal guardian who shall be liable for payment of the fine and expense of restoration.
- F. Subject to AS 47.10, persons under the age of eighteen (18) years, shall be subject to the provisions of this section, provided however, that in the event any such provision conflicts with or cannot be effected under the provisions of AS 47.10, the latter shall prevail and the person, court or agency having jurisdiction over such minor shall, whenever consistent with AS 47.10, apply the penalties, fines, repair and restoration provisions hereof as a part of its final disposition or as a condition of pre-trial/hearing diversion. Subject to the discretion of the court, agency or official having jurisdiction, the parent or legal guardian of a person under the age of eighteen (18) years violating this section shall accompany the minor to some or all of the minor's community service and repair, removal or restoration work.

Introduced by: Public Safety and  
Transportation  
Commission  
Introduction Date: March 26, 2013  
Public Hearing: April 9, 2013  
Action:  
Vote:

**9.12.050 Begging.**

~~It is unlawful for any person in the city to beg in any street, alley or public place. [Prior code § 8.04.010, (2).]~~

**9.12.060 Enticing into automobile.**

~~It is unlawful for any person in the city to accost or endeavor to entice a person into an automobile. [Prior code § 8.04.010, (3).]~~

**9.12.070 Illegal occupation.**

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

- ~~A. Engage in any illegal occupation or business;~~
- ~~B. Attend or frequent any place in which an illegal business is committed or conducted;~~
- ~~C. Solicit a person for the purpose of committing any illegal act. [Prior code § 8.08.010.]~~

**9.12.080 Obscene act.**

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

- ~~A. Engage in any obscene conduct in any street, alley or public place; or~~
- ~~B. Make an obscene exhibition or exposure of his person. [Ord. 09-41 § 2; prior code § 8.16.010.]~~

**9.12.090 Sale of obscene material.**

~~It is unlawful for any person in the city to print, engrave, sell, offer for sale, give away, exhibit, publish or have in his possession for any such purpose any obscene books, pamphlets, paper, pictures, cast statuary, images or representations or other articles of an obscene nature. [Prior code § 8.16.020.]~~

**Chapter 9.20**

**OFFENSES BY OR AGAINST MINORS**

Sections:

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

Introduced by: Public Safety and  
Transportation  
Commission  
Introduction Date: March 26, 2013  
Public Hearing: April 9, 2013  
Action:  
Vote:

- 9.20.070 Sale of Tobacco Products to Minors
- 9.20.080 Possession of Tobacco Products by Minors
- 9.20.090 Endangering the Welfare of a Minor in the 2<sup>nd</sup> Degree

**09.20.070 Sale of Tobacco Products to Minors**

A. It is unlawful for any person Nineteen (19) years of age or older to negligently sell, exchange or give cigarettes, cigars or tobacco in any form to any person under Nineteen (19) years of age.

B. Violation of this section shall be punishable by a fine of not more than Five Hundred (\$500) Dollars.

**09.20.080 Possession of Tobacco Products by Minors**

A. A person under nineteen (19) years of age may not knowingly possess a cigarette, a cigar, tobacco, or any product containing tobacco.

B. Violation of this section shall be punished by a fine of not more than Five Hundred (\$500) Dollars.

**9.20.090 Endangering the Welfare of a Minor in the 2<sup>nd</sup> Degree**

A. A person commits the offense of endangering the welfare of a child in the second degree if the person, while caring for a child under 10 years of age,

1. Causes or allows the child to enter or remain in a dwelling or vehicle in which a controlled substance is stored in violation of AS 11.71; or
2. Is impaired by an intoxicant, whether or not prescribed for the person under AS 17.30, and there is no third person who is at least 12 years of age and not impaired by an intoxicant present to care for the child.

B. In this section,

1. "Impaired" means that a person is unconscious or a person is physically or mentally affected so that the person does not have the ability to care for the basic safety or personal needs of a child with the caution characteristic of a sober person of ordinary prudence;
2. "Intoxicant" has the meaning given in AS 47.10.990.

C. Endangering the welfare of a child in the second degree is a violation punishable by a fine not to exceed Five Hundred (\$500) Dollars.

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

**ENACTED THIS DAY OF 2013, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

\_\_\_\_\_  
Joseph A. Klejka, Mayor

ATTEST:

City of Bethel, Alaska

Ordinance #13-08  
5 of 6

Introduced by: Public Safety and  
Transportation  
Commission  
Introduction Date: March 26, 2013  
Public Hearing: April 9, 2013  
Action:  
Vote:

---

Lori Strickler, City Clerk

---

*Bethel City Council*

---

# **New Business**



Introduced by: City Manager Foley  
Date: April 9, 2013  
Action:  
Vote:

## *CITY OF BETHEL*

### **Resolution # 13-08**

#### **A RESOLUTION REQUESTING FY 14 PAYMENT IN LIEU OF TAXES FUNDING FROM THE DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT**

**WHEREAS**, 3 AAC 152.100 requires the governing body of a city to adopt a resolution requesting funding from the Payment in Lieu of Taxes Program for cities in the unorganized borough and to submit the resolution to the Department of Commerce, COmm8unity and Economic Development;

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Bethel City Council requests distribution from the FY 14 Payment in Lieu of Taxes Program by the Department of Commerce, Community, and Economic Development on the date required by law.

**ENACTED THIS 9TH DAY OF APRIL 2013 BY A VOTE OF \_\_ IN FAVOR AND \_\_ OPPOSED.**

\_\_\_\_\_  
Joseph Klejka, Mayor

ATTEST:

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



Introduced by: City Manager Foley  
Date: April 9, 2013  
Public Hearing:  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #13-10**

#### **AN ORDINANCE APPROVING THE ACQUISITION OF CITY PROPERTY/LAND FROM THE STATE OF ALASKA DEPARTMENT OF MILITARY AFFAIRS IN ACCORDANCE TO BMC 4.08.030(B) ACQUISITION AND DISPOSAL OF LAND**

- WHEREAS**, the City of Bethel is interested in a concurrent transfer of the land currently under lease to the State of Alaska Department of Military and Veteran's Affairs (DMVA) from DMVA to the City of Bethel (Ordinance 13-10) then from the City of Bethel to the Lower Kuskokwim School District (Ordinance 13-11);
- WHEREAS**, in accordance with BMC 4.08.020 the City Council may acquire any interest in real property by purchase, lease, exchange, transfer, donation or any other method; all acquisitions not otherwise provide for by law shall be by ordinance enacted by a majority vote of the City Council;
- WHEREAS**, the City of Bethel is owner of real property described as Lots 7 through 17, Block 7, Bethel Townsite, designed as Municipal Reserve on Official townsite plat, United States Survey 3230-A and 3230-B;
- WHEREAS**, on August 12, 1976 the City of Bethel entered into a 40 year lease agreement with the Alaska Department of Military Affairs for the identified property, the lease agreement is set to expire August 12, 2016;
- WHEREAS**, while leasing the land, the State of Alaska Department of Military Affairs constructed the Armory building which has become a relied upon usable gym space for Ayaprun Elitnaurvik Immersion School, the Kuskokwim Learning Academy as well as a number of community events and sports teams;
- WHEREAS**, in addition to the former Armory building, there are a number of outbuilding constructed of which the City of Bethel Public Works department is interested in using for maintenance and storage;
- WHEREAS**, according to section 7. D, of the lease agreement, all buildings, structure...shall remain the property of tenant and at the expiration or

Introduced by: City Manager Foley  
Date: April 9, 2013  
Public Hearing:  
Action:  
Vote:

termination of the term of the lease, the tenant shall: Remove all improvements...and leave said lease land in clean, cleared and salable condition;

**WHEREAS**, recognizing the importance of the former Armory building to the community as well as the City's interest in obtaining the outbuildings on the leased land, the City will agree to terminate said lease agreement between the City of Bethel and the State of Alaska Department of Military and Veteran's Affairs;

**WHEREAS**, the Lower Kuskokwim School District (LKSD) is in negotiations with the State of Alaska Department of Military and Veteran's Affairs (ADMVA) for the ownership transfer of the former Armory building from ADMVA to LKSD;

**WHEREAS**, if the transfer of the former Armory building from ADMVA to LKSD occurs, the transfer would avert the responsibility of demolition of the building from the State of Alaska and the City of Bethel to LKSD;

**WHEREAS**, the building transfer would also allow for the continued use of the building for the Ayaprun Elitnaurvik Immersion School, the Kuskokwim Learning Academy as well as a number of community events and sports teams as opposed to being demolished this coming summer by the State of Alaska as required by the lease agreement;

**WHEREAS**, concurrent to the transfer of the building from ADMVA to LKSD, the City will convey the property identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17, located at 570 Fourth Avenue, Bethel, Alaska directly from the State of Alaska Department of Military and Veteran's Affairs to the Lower Kuskokwim School District;

**WHEREAS**, the City Council is interested in taking over the ownership of the outbuildings located on lots 9 through 15 and will maintain ownership of those lots,

**WHEREAS**, contingent on LKSD's ability to establish ownership of the former National Guard Armory building located at 570 Fourth Avenue, Bethel, Alaska, the City of Bethel under the authority of BMC 4.08.030(B) transfers the interest in real property for the land identified as US Survey 3230 A&B Block 7 Lots

Introduced by: City Manager Foley  
Date: April 9, 2013  
Public Hearing:  
Action:  
Vote:

7, 8, 16, and 17 to LKSD through a separate sales agreement (Ordinance 13-11);

**NOW, THEREFORE BE IT ORDAINED**, the City, in consideration of the agreements mentioned herein, acquire in the form of lease termination, US Survey 3230 A&B Block 7 Lots 7 through 17, located at 570 Fourth Avenue, Bethel, Alaska from the State of Alaska.

**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(A) Acquisition of property in the form of lease termination.

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

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS \_ DAY OF \_\_\_\_\_, BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

\_\_\_\_\_  
Joseph A. Klejka, Mayor

ATTEST:

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





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

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

STATE OF ALASKA                    )  
  ) ss  
FOURTH JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, known to be the person who executed the foregoing document.

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

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

LEASE AGREEMENT

THIS INDENTURE OF LEASE is made this 12<sup>th</sup> day of August, 1976, by and between THE CITY OF BETHEL, a municipal corporation, hereinafter called Landlord, and STATE OF ALASKA, DEPARTMENT OF MILITARY AFFAIRS, hereinafter called the Tenant;

WITNESSETH:

1. Premises. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, does hereby let, lease and demise to Tenant that certain real property hereinafter called "Leased Premises", situated in Bethel, Alaska, and more particularly described as:

Lots 7 through 17, Block 7, BETHEL TOWNSITE, designated as Municipal Reserve on official townsite plat, United States Survey 3230-A and 3230-B.

2. Appurtenances, Etc. Landlord leases and grants to Tenant all easements, parking and loading rights, right of ingress and egress, fixtures and appurtenances now or hereafter belonging or appertaining to said premises.

3. Encumbrances. The described premises are leased, subject to deed restrictions, easements, rights-of-way, if any, zoning and building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority.

4. Term. The term of this lease shall be forty years, commencing August 12, 1976, through and including August 11, 2016, unless sooner terminated as hereinafter provided. Tenant may extend the term at Tenant's option for two (2) additional ten (10) year terms. The conditions of such extensions shall be as if this lease were originally written for fifty (50) and sixty (60) years, respectively. The Tenant shall give the Landlord notice of exercise of the option at least one (1) year prior to the expiration of the term.

5. Rental. Tenant agrees to pay an annual rental fee of One Dollar (\$1.00) for each and every year of the entire term hereof, payable on or before January 31, of each year.

6. Compliance with Laws and Care of Premises. Tenant shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted in any manner affecting the demised premises or the sidewalks, alleys, streets, and way adjacent thereto or any buildings, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Tenant agrees to hold Landlord financially harmless (a) from the consequences of any violation of such laws, ordinances and/or regulations, and (b) from all claims for damages on account of injuries, death or property damage resulting from such violation. Tenant further agrees that it will not permit any unlawful occupation, business or trade to be conducted on said premises or any use to be made thereof contrary to any law, ordinance or regulation as aforesaid with respect thereto.

DICKSON & EVANS  
ATTORNEYS AT LAW  
800 H STREET  
ANCHORAGE, AK. 99501  
(907) 276-2272

Tenant, at its own cost and expense, shall keep the leased premises and all improvements which at any time during the term of this lease may be situated thereon, in good condition and repair during the entire term of this lease, hereby expressly waiving the right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of the execution of this lease or any amendment thereof, or any other statute or law which may be hereafter passed during the term of this lease.

7. Tenant's Right, Etc. Tenant, when not in default of performance of any of its obligations hereunder shall have the following rights, during the term of this Lease, from time to time, in such manner, and to such extent as Tenant may in its sole judgment deem advisable:

(a) To demolish, remove or otherwise dispose of any improvements presently or subsequently situated upon the demised premises.

(b) To erect, place, or install upon the leased premises buildings, structures, and improvements as from time to time it shall deem advisable.

(c) To make such alterations, additions and repairs to the leased premises as it may desire.

(d) All buildings, structures and permanent improvements, including signs which have been or may be installed, placed or attached in or about the leased premises by Tenant, shall remain the property of Tenant. At the expiration or termination of the term of the Lease, or any extended term thereof, Tenant shall:

- (1) Remove all improvements located on the leased land, and upon his failure to do so Landlord may, at his option, remove, demolish, or otherwise dispose of such improvements at the expense of the Tenant, and
- (2) Leave said lease land in a clean, cleared and saleable condition.

(e) Upon termination by expiration of time or otherwise of this Lease, or of any renewal thereof, Tenant shall remove all trade fixtures and other moveable items of personalty, provided that any damage caused to the leased premises by reason of such removal shall be paid by Tenant. Any trade fixtures and other moveable items of personalty not so removed by Tenant shall become the property of Landlord. Tenant may, as part of a rebuilding or expansion program, demolish any part or all of the buildings, structures or improvements to be located on the leased premises.

8. Liens. Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the leased premises or improvements for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents, contractors, or sublessees, in connection with work of any character performed or claimed to have been performed on said premises or improvements by or at the direction or sufferance

DICKSON & EVANS  
ATTORNEYS AT LAW  
880 H STREET  
ANCHORAGE, AK. 99501  
(907) 276-2272

of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be demanded by Landlord to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such nonpayment. Such security need not exceed one and one-half times the amount of such lien or such claim of lien or Tenant may record the bond contemplated by Section 34.35.072, Alaska Statutes. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

9. Use of premises. The Tenant covenants that the demised premises will be used only for purposes directly related to the operation of the Department of Military Affairs and no commercial use whatsoever shall be made of the demised premises. The Tenant further covenants that he will neither cause, nor maintain, nor permit any public or private nuisance to exist on the leased land, nor will Tenant fail to maintain the land in an orderly, neat, and clean condition, free of hazard and nuisance.

10. Indemnification. Tenant agrees to protect, defend, indemnify and save harmless Landlord from and against any and all claims, demands and causes of action and of any nature whatsoever, and any expenses incident to defense of and by Landlord therefrom, for any injury to or death of persons or loss of or damage to property occurring on the demised premises, or in any manner arising out of Tenant's use and occupation of said premises, or the condition thereof, during the term of this Lease.

Tenant shall procure and maintain public liability insurance coverage, naming Landlord as an insured, which coverage, pertaining to the demised premises, shall not be less than (1) \$\_\_\_\_\_ per person, \$\_\_\_\_\_ in the aggregate per accident, and \$\_\_\_\_\_ property damage; or (2) amounts which the Landlord reasonably requires to adequately cover the risks involved, whichever is greater. Tenant agrees to furnish copies of certificates evidencing insurance coverage of the demised premises to Landlord.

11. Condemnation. If the whole or any part of the demised premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the demised premises, or any part thereof, the following provisions shall be operative:

(a) Taking of All Premises. The term herein demised and all rights of Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination so that Tenant shall have paid rent up to the time of taking only; provided, however, that Tenant shall be entitled to that portion of the award attributable to the value of the buildings or improvements put up by Tenant with its own funds.

(b) Taking of Substantial Part of Premises. If the taking reduces the ground area of the demised premises by at least fifty (50%) percent and materially affects the use being made by the Tenant of the demised premises, Tenant shall have the right, by written notice to Landlord effected not later than thirty (30) days after possession shall be taken, to elect to terminate this lease.

DICKSON & EVANS  
ATTORNEYS AT LAW  
880 N STREET  
ANCHORAGE, AK. 99501  
(907) 276-2272

(1) If the election to terminate be made:  
The provisions of (a) of this section relating to the taking of the whole shall govern; or

(2) If the election not be made:

(a) The lease shall continue;

(b) The Landlord shall be entitled to the full condemnation proceeds except the portion thereof attributable to the value of the buildings or improvements put up by Tenant; and

(c) Rent at the old rate shall be adjusted as of the date of taking of possession, and the rent for the balance of the term, except as modified from time to time under provision 8 hereof, shall be reduced so that the new rent shall be that part of the former rent (before condemnation) which the unimproved value of the untaken premises (appraised after the taking, and repair of any building damage) bears to the unimproved value of the entire premises demised immediately before the taking.

(d) Taking of Insubstantial Part of Premises. -- If the taking is of such an insubstantial portion of the ground area that the use being made by Tenant of the leased premises is not materially affected, the provisions of (b)(2) above of this section (where election not made) shall govern.

12. Quiet Enjoyment. -- Provided Tenant is not in default hereunder, Landlord covenants that Tenant shall have peaceful and quiet enjoyment of the leased premises without let or hindrance on the part of Landlord, and that Landlord will warrant and defend Tenant in the peaceful and quiet enjoyment of the demised premises.

13. Notices. -- Any and all notices required or permitted under this lease, unless otherwise specified in writing by the party whose address is changed, shall be as follows:

Landlord: CITY OF BETHEL  
Bethel, Alaska 99559

Tenant: STATE OF ALASKA  
DEPARTMENT OF MILITARY AFFAIRS  
ALASKA NATIONAL GUARD - BETHEL  
P.O. Box 508  
BETHEL, ALASKA 99559

14. Default. -- If Tenant at any time during the term of this lease shall (a) fail to make payment of any installment of rent or of any other sum herein specified to be paid by Tenant, or (b) fail to observe or perform any of Tenant's other covenants, agreements or obligations, such default shall constitute a breach of this lease.

in such notice, the term of this lease and all rights granted Tenant hereunder shall come to an end as fully as if the lease then expired by its own terms, and Tenant hereby covenants peaceably and quietly to yield up and surrender to Landlord said leased premises and all structures, buildings, improvements and equipment located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein.

In the event of termination of this lease as in this paragraph above provided, Landlord shall have the right to re-possess the leased premises and such structures, buildings, improvements and equipment, either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Tenant, including damages for rent not then accrued. Landlord shall also have the right, without resuming possession of the premises or terminating this lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

15. Costs Upon Default. -- In the event either party shall be in default in the performance of any of its obligations under this lease and an action shall be brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefor, including a reasonable attorney's fee.

16. Rights or Remedies. -- Except insofar as this is inconsistent with or contrary to any provision of this lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

17. Waiver and Forebearance. -- Except to the extent that Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach.

18. Inspection. -- Landlord shall at all reasonable times during Tenant's business hours have access to the premises for the purpose of inspection.

19. Successors in Interest. -- This lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

20. Underground Conditions and Water Drainage. --

(a) Tenant has made, or prior to the construction of any building will make, its own soil tests and this lease is made subject to and without liability because of or resulting from any fill or any subsurface or soil condition upon the leased land.

(b) Tenant shall not drain or discharge water from the leased land on to adjoining land; the leased land shall be

DICKSON & EVANS  
ATTORNEYS AT LAW  
680 H STREET  
ANCHORAGE, AK. 99501  
(907) 276-2272

graded and drained to cause the discharge of all water on the street adjoining the leased land or into an established drainage easement, if any, on the leased land.

21. Mineral Reservation Clause. -- Landlord expressly reserves unto itself, its successors and assigns, all oil, gas, associated hydro-carbons and minerals and the right to prospect for, mine and remove said oil, gas, hydro-carbons and minerals. The Tenant's use of the surface and such portion of subsurface as is necessary for effective use of the surface shall not be disturbed or impaired by this mineral reservation or the exercise of any rights pertaining thereto.

22. Destruction of Improvements on Demised Premises. -- If all or part of the improvements placed by Tenant on the demised premises are destroyed by fire, earthquake or other cause, Tenant shall remove the debris and clean up the affected area within 270 days of the occurrence of such destruction.

23. Screening of Garbage Storage Area. Tenant must provide a screened or fenced area for the temporary storage of garbage or trash pending removal of such material. Plans for such screening or fencing are subject to Provision 10 hereof.

24. Assignment or Subletting. Tenant must not assign or sublet the demised premises or any part thereof without the prior written consent of Landlord to such subletting or assignment provided that Tenant may assign this Lease, or any part thereof, to a lending institution, for loan security purposes, and provided that this right to assign shall not be construed as a subordination of Landlord's rights hereunder, nor a subordination of its fee. Landlord's permission to subletting or assignment will not be unreasonably withheld. Tenant's request to assign or sublease must be in writing and must show name and address of the proposed assignee or sublessee.

25. Holding Over. In the event that the Tenant holds over at or after the end of the term, or any extended term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holding over period.

26. Integration and Modification. This document contains the entire agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this lease and the performance of either party hereto are merged and integrated into the terms of this document.

This Lease may not be modified nor amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement the day and year first hereinabove written.

TENANT  
STATE OF ALASKA

Daniel X. Skantz  
DEPARTMENT OF MILITARY AFFAIRS  
ALASKA NATIONAL GUARD

LANDLORD  
CITY OF BETHEL

By: Bruce L. Bartlett  
CITY MANAGER

DICKSON & EVANS  
ATTORNEYS AT LAW  
800 N STREET  
ANCHORAGE, AK. 99501  
(907) 276-2272

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 12th day of August, 1976, before me, the undersigned Notary Public, personally appeared Bruce L. Bartlett to me known and known to be the City Manager of the CITY OF BETHEL, and he acknowledged to me that he executed the foregoing instrument as a free and voluntary act and deed of said corporation for the uses and purposes therein stated, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

Rebecca J. Nelson  
Notary Public, State of Alaska  
My Commission Expires: ~~8-15-79~~  
4-2-79

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 12th day of August, 1976, before me, the undersigned Notary Public, personally appeared Donald Shantz to me known and known to be the Administrative Ass't of the STATE OF ALASKA, DEPARTMENT OF MILITARY AFFAIRS, and he acknowledged to me that he executed the foregoing instrument as a free and voluntary act and deed of said corporation for the uses and purposes therein stated, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

Rebecca J. Nelson  
Notary Public, State of Alaska  
My Commission Expires: 4-2-79

DICKSON & EVANS  
ATTORNEYS AT LAW  
800 H STREET  
ANCHORAGE, AK. 99501  
(907) 276-2272



**CONVEYANCE WITH RIGHT OF ENTRY**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the State of Alaska, Department of Military and Veteran’s Affairs (Grantor) and the City of Bethel, a municipal corporation, (Grantee).

Grantor hereby grants to Grantee, several structures located in Bethel, Alaska at Block 7, Survey 3230-B, Lots 9, 10, 11, 12, 13, 14 & 15 (hereinafter “Outbuildings”). This conveyance excludes the building currently known as the “old armory” located at Lots 7, 8, 16 & 17.

The outbuildings are hereby conveyed for the total cost of One (\$1) Dollar and are free and clear of any encumbrances and liens. No other warranties are made as to the outbuildings.

Grantor reserves a right of entry for a period not to exceed one (1) year in order to fulfill its lease obligation with Grantee to return the land to its original condition. Per separate agreement amending the terms of the original lease, Grantor is no longer required to remove the buildings being sold to Grantee but must, however, clean-up the fuel spill and any other hazardous conditions located underneath and around the outbuildings currently being sold to Grantee.

Grantor shall have the right to enter onto Grantee’s land and to take all necessary steps to remediate the hazardous condition(s) at Grantor’s sole expense and liability.

STATE OF ALASKA  
DEPARTMENT OF MILITARY & VETERAN’S AFFAIRS

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss  
FOURTH JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, known to be the person who executed the foregoing document.

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

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



**DMVA PROPOSED NEW LEASE AREA  
DOWNTOWN BETHEL ARMORY**



Proposed Alternative Gate 1 Location



**Legend**

- Well: +
- Armory: ▲
- OMS Building: ◆
- Armory AST: ●
- FMD Office Building: ◻
- Warm Storage: ○
- Cold Storage: ○
- Proposed Gates: - - -
- City Boardwalk: - - -
- Current Fence: —
- Fence to be Removed: - - -
- Proposed Fence: - - -
- New Lease Lots: —
- Released Lots: - - -



Introduced by: City Manager Foley  
Date: April 9, 2013  
Public Hearing:  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #13-11**

#### **AN ORDINANCE APPROVING THE DISPOSAL OF CITY PROPERTY/LAND TO LOWER KUSKOKWIM SCHOOL DISTRICT IN ACCORDANCE TO BMC 4.08.030(B) ACQUISTION AND DISPOSAL OF LAND**

- WHEREAS**, Pursuant to Bethel Municipal Code 4.08.030(B) the City Council may, by ordinance, provide for the disposal of an interest in real property to an appropriate entity providing a necessary public service without seeking bids and for less than the current assessed value or current appraised value of that interest in real property;
- WHEREAS**, all disposals made pursuant to BMC 4.08.030(B) for less than the current assessed value or current appraised value shall include a condition requiring that the interest being disposed of shall revert to the City in the event the real property disposed of is not being used to provide the necessary public service justifying the original disposal;
- WHEREAS**, the City of Bethel is owner of US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17, located at 570 Fourth Avenue, Bethel, Alaska;
- WHEREAS**, the former National Guard Armory building is owned by the Alaska Department of Military and Veterans Affairs and sits on the identified parcel of land;
- WHEREAS**, the Lower Kuskokwim School District is in negotiations with the State of Alaska Military and Veteran's Affairs with the goal of obtaining ownership of the building formerly known as the Armory;
- WHEREAS**, under the authority of BMC 4.08.030(B) transfers the interest in real property for the land identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 to LKSD through a separate sales agreement
- WHEREAS**, such a transfer is contingent upon contingent (1) LKSD's ability to establish ownership of the former National Guard Armory building located at 570 Fourth Avenue, Bethel, Alaska, the City of Bethel, (2) successful termination of the current lease with the National Guard Armory; (3)

Introduced by: City Manager Foley  
Date: April 9, 2013  
Public Hearing:  
Action:  
Vote:

issuance of a Warranty Deed with Reverter to LKSD and (4) a Sales Agreement for the land between the City and LKSD;

**WHEREAS**, to maintain control of the land identified, LKSD as the owners/operators of the land, must continue to provide a necessary public service by using the land for operations focused on education for youth and/or physical activities for community members;

**WHEREAS**, this transfer of property will remain in effect until such time as the real property identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 ceases to be used as a public school for one hundred twenty (120) consecutive days;

**WHEREAS**, if the land reverts back to the City due to the change of use or otherwise, the Lower Kuskokwim School District shall demolish and cause cleanup of the site to a point of saleable condition.

**WHEREAS**, such clean-up includes removal of all buildings and structures on the land and all hazardous materials on and underneath the ground, even if the hazardous materials predate the date of this Ordinance.

**NOW, THEREFORE BE IT ORDAINED**, the City, in consideration of the agreements mentioned herein, reserved, and contained on the part of the Lower Kuskokwim School District to be paid, kept, and performed, does hereby authorize the transfer of City of Bethel real property identified as US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 to the Lower Kuskokwim School District..

**NOW, THEREFORE BE IT FURTHER ORDAINED** by the City Council of Bethel, Alaska, that:

**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 04.08.030(B), Disposal to Entity Providing Necessary Public Service, the City Manager is authorized to: Execute the sale of US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17 for an amount of \$10.00 to the Lower Kuskokwim School District.

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

Introduced by: City Manager Foley  
Date: April 9, 2013  
Public Hearing:  
Action:  
Vote:

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS 13<sup>th</sup>  
DAY OF \_\_\_\_\_, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

\_\_\_\_\_  
Joseph A. Klejka, Mayor

ATTEST:

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



## SALE AGREEMENT

The Grantor, the CITY OF BETHEL, an Alaska Municipality, who address is PO Box 1388; Bethel, Alaska, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee, the LOWER KUSKOKWIM SCHOOL DISTRICT, a State of Alaska school, who address is PO Box 305; Bethel, Alaska, the following described real property.

US Survey 3230 A&B Block 7 Lots 7, 8, 16, and 17, located at 570 Fourth Avenue, Bethel, Alaska [only that portion of land directly beneath the old armory building and the parking lot]

Pursuant to Bethel Municipal Code (BMC) Section 4.08.030(B), the CITY desires to sell the above-described parcel of land to LKSD. The sale price for the land is well-below any assessed value and is sold without a bid. As such, should the land no longer be used to maintain a public school for any period exceeding One Hundred-Twenty (120) Consecutive Days, the land will automatically revert back to CITY.

In accepting the Land, LKSD agrees to use the land for public education and community purposes only.

The CITY previously leased the land to the Alaska National Guard which housed an Armory on the land. LKSD has purchased the Armory building and now desires to maintain the building on the land. The Armory building is known to contain asbestos and lead-based paint.

As a condition of the Sale Agreement, should the land revert back to the CITY, LKSD takes on full and total responsibility for returning the land back to the original state it was in before the lease with the Alaska National Guard, less normal wear and tear. This means LKSD will remove any and all buildings and structures and will remove all contaminants now known and later discovered on the land. These contaminants are found in the building, on the land and underneath the land.

LKSD agrees to remove all of the hazardous materials at its sole cost and agrees it will have no reimbursement from the CITY. The CITY has disclosed the land contains creosote pilings, may have underground tanks and fuel lines and may store numerous hazardous materials.

**[Remainder of this Page Intentionally Left Blank]**

In purchasing the land, LKSD accepts it as is, where is, with all known and undiscovered hazardous materials both on and underneath the ground and agrees to hold the CITY, its officials, employees and agents, harmless from and against any claims for damages, clean-up, remediation, property and personal injury.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

THE CITY OF BETHEL

LOWER KUSKOKWIM SCHOOL DISTR.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss  
FOURTH JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, known to be the person who executed the foregoing document.

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

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

STATE OF ALASKA )  
 ) ss  
FOURTH JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, known to be the person who executed the foregoing document.

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

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





Introduced by: City Manager Foley  
Introduction Date: April 9, 2013  
Public Hearing:  
Action:  
Vote:

## CITY OF BETHEL, ALASKA

### ORDINANCE #13-12

#### AN ORDINANCE ESTABLISHING A CITY OF BETHEL BUDGET FOR FISCAL YEAR 2014 BEGINNING JULY 1, 2013

**Be it Ordained** by the City Council of Bethel as follows:

**Section 1.** That Ordinance 13-xx, a non-code ordinance, establishes a City of Bethel Annual Budget for fiscal year 2014.

**Section 2.** There is hereby appropriated out of the revenues of the City of Bethel, for the fiscal year beginning July 1, 2013, the sum of \$23,658,959, which sum is deemed by Council to be necessary to defray all expenditures of the City during said budget year to be divided and appropriated in accordance with the attached budget proposal as follows:

#### General Fund - Operating

City Administration	\$685,981
City Clerk & Council	203,897
Finance Department	929,370
Planning Department	281,248
Information Technology Services	623,542
City Attorney	199,326
Fire Department	1,161,134
Police Department	3,033,124
Public Works-Administration	271,611
Streets & Roads	1,260,825
Property Maintenance	719,267
Parks & Recreation	642,397
Community Services	107,529
In-Kind & Transfers	668,920
Indirect Cost Recovery	(538,214)

#### TOTAL GENERAL FUND - OPERATING

\$10,249,957

#### General Fund - Projects

City Administration	\$0
City Clerk & Council	0
Finance Department	0
Planning Department	0
Information Technology Services	0
City Attorney's Office	0
Fire Department	0
Police Department	0
Public Works-Administration	0
Streets & Roads	0
Property Maintenance	0
Parks & Recreation	0
Community Services	5,000
In-kind & Transfers	0

<b>TOTAL GENERAL FUND - PROJECTS</b>	\$5,000
<b>General Fund - Capital Expenditures</b>	
City Administration	\$0
City Clerk & Council	0
Finance Department	6,800
Planning Department	0
Information Technology Services	25,000
City Attorney's Office	0
Fire Department	0
Police Department	0
Public Works-Administration	0
Streets & Roads	0
Property Maintenance	0
Parks & Recreation	0
Community Services	0
In-kind & Transfers	0
<b>TOTAL GENERAL FUND - CAPITAL EXP.</b>	<u>\$31,800</u>
<b>General Fund - Xfer for Capital Projects</b>	
In-kind & Transfers	<u>\$673,076</u>
<b>TOTAL GENERAL FUND - XFER FOR CAPITAL PROJ.</b>	<u>\$673,076</u>
<b>TOTAL GENERAL FUND</b>	<u><b>\$10,959,833</b></u>
<b>Special Revenue Funds</b>	
E-911 Services	<u>167,925</u>
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<u><b>\$167,925</b></u>
<b>Capital Project Funds</b>	
Land Planning and Development	\$0
Park Development Fund	30,000
Bethel Multi-Use Recreational Facility	-
Public Safety Building	0
Port Office Fund	0
Port Multi-Facility Improvements Fund	0
Fleet Replacement Fund	<u>330,000</u>
<b>TOTAL CAPITAL PROJECT FUNDS</b>	<u><b>\$360,000</b></u>
<b>Enterprise Fund-Solid Waste</b>	
Hauled Refuse	\$289,943
Landfill Operations	477,650
Recycling	190,340
Transfers Out	<u>35,000</u>
<b>TOTAL ENTERPRISE FUND-SOLID WASTE</b>	<u><b>\$992,933</b></u>

**Enterprise Fund-Water & Sewer**

Utility Billing	\$158,420
Hauled Water	1,640,063
Hauled Sewer	1,682,061
Piped Water	450,936
Piped Sewer	769,035
Water Treatment - BH	794,721
Water Treatment - CS	722,093
Sewer Lagoon	128,622
Capital Outlay	0
Indirect Cost Recovery	(20,228)
Transfers Out	70,000

**TOTAL ENTERPRISE FUND-WATER & SEWER \$6,395,723****Enterprise Fund-Port**

Municipal Dock-Operating	\$658,296
Projects	125,000
Capital Outlay	0
Transfers Out	80,000

**TOTAL ENTERPRISE FUND - PORT \$863,296****Enterprise Fund-Leased Properties**

Court Complex	\$728,774
Other Leased Properties	28,900
Projects	0
Capital Outlay	34,000
Transfers Out	0

**TOTAL ENTERPRISE FUND-LEASED PROPERTIES \$791,674****Enterprise Fund-Bethel Public Transit System**

Transit System	\$381,154
Capital Outlay	0

**TOTAL ENTERPRISE FUND-TRANSIT SYSTEM \$381,154****Internal Svc Fund-Employee Group Health Benefits**

Employee Group Health Benefits	\$1,409,480
Capital Outlay	0

**TOTAL INTERNAL SVC FUND-EMP GROUP HEALTH \$1,409,480****Internal Svc Fund-Vehicle & Equipment Maint.**

Vehicle & Equipment Maintenance	\$1,305,241
Capital Outlay	23,300

**TOTAL INTERNAL SVC FUND-VEHICLE & EQUIP \$1,328,541****Endowment Fund**

Transfers Out	\$8,400
---------------	---------

**TOTAL ENDOWMENT FUND \$8,400**

**Section 3.** That the FY2014 budget is adopted for a period of one (1) year, that being from July 1, 2013 to June 30, 2014.

**ENACTED THIS \_\_\_\_\_ DAY OF APRIL 2013, BY A VOTE OF \_\_\_\_\_ IN FAVOR AND \_\_\_\_\_ OPPOSED.**

\_\_\_\_\_  
Joseph A. Klejka, Mayor

ATTEST:

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



## CITY OF BETHEL

City Manager's Office

P.O. Box 1388

Bethel, Alaska 99559

Office: (907) 543-2047

Fax: (907) 543-3817

March 26, 2012

Dear Mayor Klejka, Vice Mayor Peltola, and Distinguished Council Members:

It is with a great sense of accomplishment that I present the Proposed Annual Budget for Fiscal Year 2014 for the City of Bethel for your consideration. I'm especially pleased because this is the fourth consecutive year that a balanced budget with a modest surplus has been delivered. This budget is submitted in accordance with Bethel Municipal Code section 4.04.020 and Alaska State Statutes. I believe it appropriately and reasonably addresses the goals and objectives of our municipal government for the upcoming year to the best of our ability.

This proposed budget has been prepared with a focus on remaining fiscally conservative while adequately addressing the requirements for necessary services to meet the needs of our community. Section 4.04.055 of Chapter 4 of the Bethel Municipal Code (BMC) mandates that the City achieve a balanced annual budget. This proposed budget satisfies that goal with a remaining General Fund surplus of \$108,939.

A major component in the development of the annual budget is to accurately project City revenues. To remain conservative in our approach, it was my decision to exclude potential revenue from the recently passed tobacco tax because the first returns are not due until the end of April. Perhaps the "best practice" approach would be for Council to add the tobacco tax revenue after the first returns have been received and a more accurate projection can be provided.

With rising operational costs due mainly to inflation, and the absence of any rate increase in the upcoming year, the Water and Sewer Enterprise Fund again requires a subsidy from the General Fund to meet its expenses. The amount of this subsidy for FY 2014 is projected at \$643,350. However, it is expected that the new water and sewer subscription fees established by City Council will generate \$196,000 in the forthcoming year which will be set aside for capital improvements and depreciation and will not be used toward covering the cost of annual operations.

In addition to the transfer to the Water and Sewer Enterprise Fund, a transfer to the Leased Properties Enterprise Fund is necessary to break even on operations in the amount of \$25,570 excluding depreciation. The Administration is in the early stages of renegotiating the terms of two of the leases in the Courthouse, which we hope can be presented to City Council for approval in the near future. We expect to be able to provide some increased revenues to help offset the rising costs of operations but did not include any additional revenue in the FY 2014 Budget because those revenue increases remain undetermined at this time.

Included in the proposed budget were certain capital expenditures and improvements as follows:

- \$25,000 for upgrades to our computer servers which represents phase one of a three phase upgrade
- \$6,800 for an upgrade to the Caselle accounting system which will enable department heads to more effectively and efficiently manage their budgets
- \$30,000 to be transferred to the Park Development Capital Project Fund for City Park Development
- \$14,000 for a burner control upgrade to Courthouse equipment in an attempt to improve efficiency and lower energy costs
- \$50,000 transfer from the Port Enterprise Fund to the Port Office Capital Project Fund for future construction of a new Port office facility
- \$300,000 from the Fleet Replacement Fund for a new Sewer truck
- \$30,000 for new pickup truck for the Port
- \$643,076 to be transferred to the Yukon Kuskokwim Regional Health and Aquatic Safety Center Capital Project Fund from designated sales tax revenues.

Personnel costs are always a primary concern in any fiscal year. This year, the only additional personnel requested are in two departments. To meet the increasing demand upon our Police force, I am requesting two additional sworn officers be added to the department. I believe the addition of these officers will enable us to better address the needs of our community, make Bethel an even safer place to live, and reduce overtime costs. I am also recommending the addition of an exempt salaried Assistant Police Chief while defunding the Investigative Administrative Sergeant position. I believe making this adjustment will further strengthen the management team of the Police Department.

I'm also requesting that the Recycling Center, with one full-time employee, be included in the budget. Much has been said about the need to again have a recycling center in our community and I believe we have the funds to do so now. Adding recycling back to our Solid Waste Enterprise Fund budget can be done while keeping a surplus budget. In the future, additional revenues can also be expected from recycling activities, which will further strengthen the financial position of this fund.

In conclusion, I have been abundantly pleased with how our Department Heads have worked selflessly with me to meet the Administration's budget goals. I look forward to working with City Council to finalize our annual budget for Fiscal Year 2014.

Respectfully submitted,

  
Lee M. Foley  
City Manager

March 19, 2013

Bethel City Council

Dear Mayor Klejka, Vice Mayor Peltola, and Distinguished Council Members:

In the last few months there has been some mention of my candidacy for city and borough manager vacancies in our State. While my family and I feel "at home" in Bethel and have no deep-rooted desire to leave, I've been compelled to look for some means of long-term stability in my professional endeavors to care for my family. A 3-year contract with the City of Bethel would have, and still could, provide that level of stability. This was something that was touched upon during the course of my last annual evaluation.

I wish to remain in Bethel and serve the Council and the community as the City Manager. To that end, I'm requesting Council give strong and positive consideration to extending my present contract for two (2) additional years so that it would expire in December 2015 instead of 2013. This request, if granted, would provide continuity at the municipal management level while enabling me to see the Yukon Kuskokwim Aquatic Health & Safety Center project to a successful conclusion. It would also enable me to assist Council in moving forward on a myriad of other projects to improve our community for all of its inhabitants.

No bonuses are sought; no increases in compensation beyond the 2.5 percent annual raise set forth in my contract are being negotiated for. I just wish to extend my current agreement with the City to complete a full 3-year term. If this can be accomplished, it would provide the stable environment I'm seeking, preclude the need to seek other employment, and allow me to focus my undivided attention on Bethel and our community.

I strongly believe that I have served the City, community, and successive governing bodies, with honor, transparency, and professionalism. In the final analysis, our home and friends are here, in Bethel, and we really wish to stay. Therefore, I urge you to provide this opportunity by adding a two (2) year extension to my professional services contract.

Thank you for your consideration.

Sincerely,

  
Lee M. Foley  
City Manager



NEGOTIATED AGREEMENT

Between  
City of Bethel, Alaska  
And  
Lee M. Foley

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

**WITNESSETH**

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

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

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

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

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

**Section 1. POWERS AND DUTIES**

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

**Section 2. TERM**

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

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

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

### **Section 3. DURATION**

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

### **Section 4. SALARY**

For the first twelve (12) months of employment under the terms of the Agreement, Employee shall be paid a base salary of \$102,295, payable in installments at the same time as other employees of the Employer. Employee's base salary shall be increased 2.5% annually on December 17.

### **Section 5. TERMINATION AND SEVERANCE PAY**

- A. In the event Employee is terminated by the majority vote of the Council before the duration of this Agreement has expired, the Employee will be provided a lump sum payment by payroll check equal to three (3) months aggregate salary.
- B. In the event Employee voluntarily resigns his position with Employer before the duration of this Agreement has expired, the Employee will assist the Employer in identifying a qualified replacement and will aid in the orderly transition of the duties and powers of the position. For purposes of this Agreement, sufficient time will be a minimum of sixty (60) calendar days, unless both parties agree in writing to a lesser time span.

### **Section 6. EMPLOYEE EVALUATION**

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

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

**C. Evaluation Instrument**

1. The evaluation document used by the Council shall be consistently used throughout the term of this Agreement. Factors to be considered by the Council in this process shall include leadership and management skills, administrative applications and techniques, and interpersonal relationships with Council members, City employees, general public and other business professionals.
2. The Council representative (i.e., the Mayor) will provide the Employee with a copy of the Council approved evaluation instrument within thirty (30) days prior to the start of the employee evaluation process. The Council representative (i.e., the Mayor) will further discuss the evaluation procedure with the Employee as necessary.
3. Before the Mayor provides the Employee with the evaluation instrument referred to in subparagraph C.1 above, the Council and the Employee shall meet to review the evaluation instrument, and identify recommended improvements to it and to the evaluation process.

**D. Methodology**

1. The Council's evaluation of the Employee will be in writing in accordance with Section 6.C above. The Employee may request one (1) additional written evaluation of his performance.
2. The Council will solicit input from the Employee that will be considered for inclusion in the Employee's evaluation.
3. Acknowledgement of content signed by both the Mayor and the Employee shall be included on each evaluation placed in the Employee's personnel file. The Employee shall be informed that he has the right to review each written evaluation prior to filling such document in his personnel file with the opportunity to comment in writing. The request to comment on his evaluation may not be used against him.
4. Any written complaint (or a copy thereof) made against the Employee by a City employee, Council member, or other person(s) which may be used in evaluating the Employee shall be provided to the Employee with the opportunity to respond in writing to the complaint.
5. Unless mutually agreed otherwise by both the Employer and Employee, no portion of a written evaluation may be made public except as allowed, or required, by law.

**Section 7. HOURS/DAYS OF WORK**

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

#### **Section 8. OUTSIDE EMPLOYMENT**

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

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

#### **Section 9. TELEPHONE**

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

#### **Section 10: COMPENSATED LEAVES**

**A. Personal Time Off (PTO)**

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

**B. Emergency Leave**

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

C. Injury Leave

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

D. Court Leave

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

E. Administrative Leave

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

F. Uniformed Service Leave

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

G. Holidays

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

**Section 11. BENEFITS**

- A. Employee shall be allowed to participate in the City employee's group coverage plan for full family Life, Accidental Death & Dismemberment, Long Term Disability, Dental, Vision and Health insurance program with no premium deductibles charged to the employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing, benefits currently offered to City employees.
- B. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee as paid by other City management employees.
- C. Employer agrees to purchase on behalf of Employee a whole life insurance policy in the amount of two (2) times the first annual gross salary of Employee. Employer shall pay the required premiums and Employee may name a beneficiary to receive any benefits paid.

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

**Section 12. INDEMNIFICATION**

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

**Section 13. BONDING**

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

**Section 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

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

**Sections 15. REDUCTION OF BENEFITS**

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

**Section 16. NOTICES**

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

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

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

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

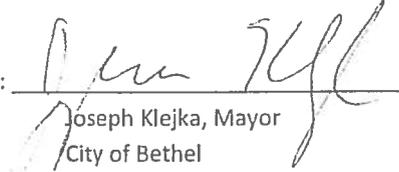
**Section 17. GENERAL PROVISIONS**

- A. This Agreement constitutes the entire agreement between both parties. Any modification or amendment shall be enforceable only if approved by a majority vote of the council in a duly convened public session, and if transcribed to a written document executed by both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. Employer and Employee recognize the need to treat each other with respect, decorum and professionalism and will endeavor to act accordingly.
- D. If any provisions or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable. The remainder of this Agreement shall not be affected and shall remain in full force and effect.
- E. Understanding. Employee acknowledges that the Employee has read and understands the terms of this Agreement, has had the opportunity to review the same with council of his choice, and is executing this Agreement of his own free will.

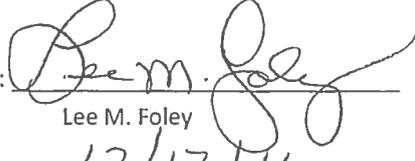
IN WITNESS WHEREOF, the City of Bethel, Alaska, has caused this Agreement to be signed and executed on its behalf by its Mayor and Council and the Employee has signed and executed this Agreement both in duplicate.

Dated this 17<sup>th</sup> day of December, 2011

Employer:

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

Employee:

By:   
Lee M. Foley  
12/17/11

---

---

*Bethel City Council*

*Office of the Mayor*

---

---

# **Mayor's Report**



---

---

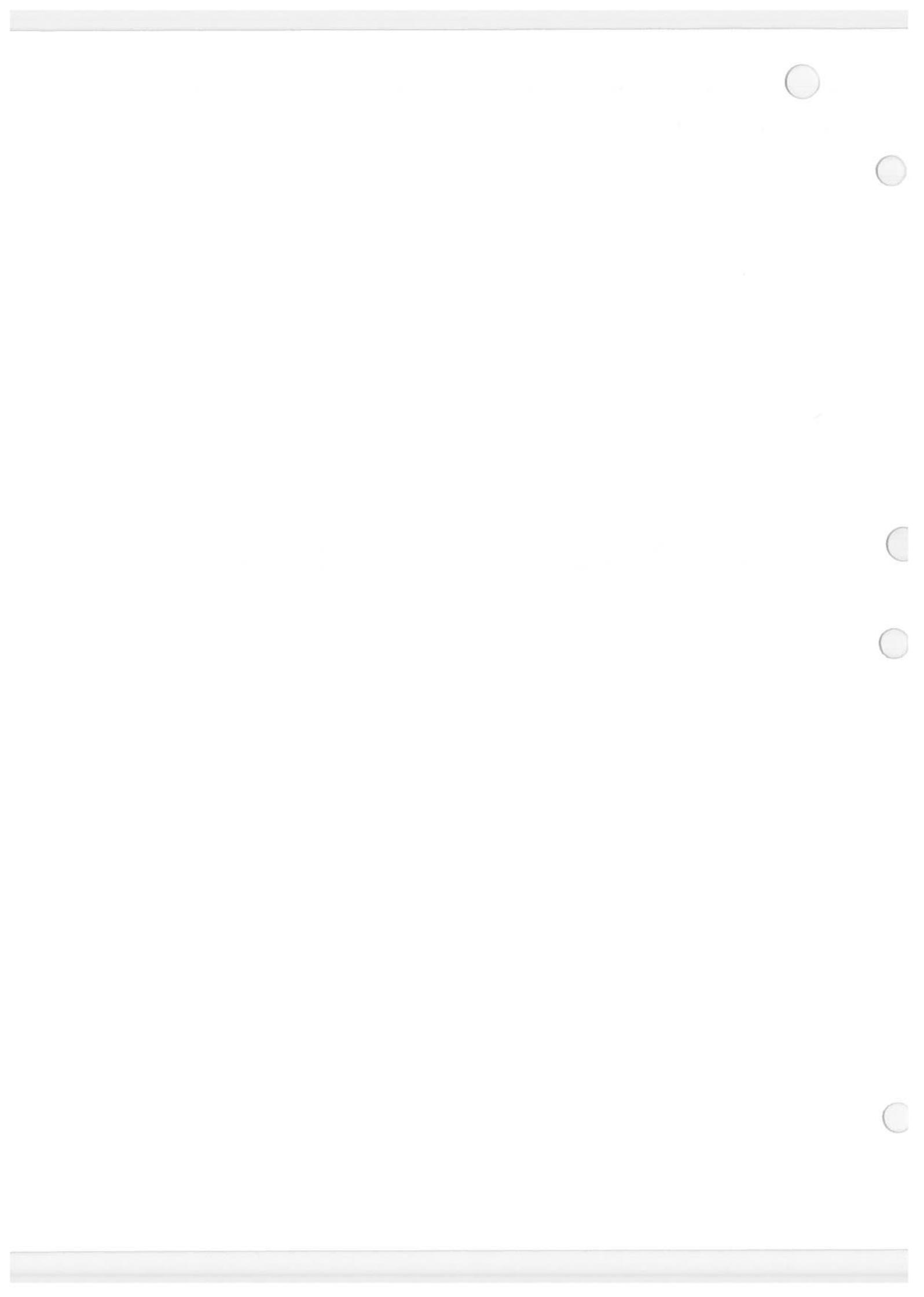
*Bethel City Council*

*Office of the City Manager*

---

---

# **Manager's Report**



# CITY OF BETHEL

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



April 9, 2013

**From:** Lee M. Foley, City Manager

**To:** Bethel City Council

-

**Info:** Lori Strickler, City Clerk

**Subj:** City Manager's Report

Listed below are some of the action items and activities that I've been working on, and involved in, for the period March 19, 2013

## CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

### Projects:

- **YK Aquatic Center** - Regular weekly teleconference meetings between the Project Management Team and City Administration are held each Friday at 9:00 a.m. The following items are germane:
  1. Power (Electricity) for construction and eventual operation continues to be the main topic for detailed discussions. To date, no commitment to support the needs of the Aquatic Center have been received from BUC. A face-to-face meeting is tentatively planned for all stakeholders in Bethel during the week of April 8-12, 2013.
  2. Wind power design as a supplemental source of power is progressing and being worked as a stand-alone package currently.
  3. As per the contract, BSI has developed and submitted both a Storm Water Pollution Prevention Plan and a Safety Plan that will be delivered to the job site.
  4. Paragraph 9.2 of the contract between COB and BSI states that the Owner (COB) *may elect* to hold 10% retainage as a backup. I have notified ProDev that **COB has removed the may elect** and will, in fact, **elect to hold the 10% retainage. Doing so enables the City to ensure that all aspects of the contract are satisfied before final payment is tendered.**
  5. Site crews are working well with inspectors and all appear proactive and solution oriented. They have standardized methods and worked through issues on a daily basis without delaying forward progress. 6-8 holes per day are being drilled for the pilings.

April 3, 2013

6. The Administration has informed ProDev and the contractor that temporary fencing to help prevent snow machine accidents and dog sled hang-ups is a priority that needs to be addressed asap. We had dog sled tracks through the site over the past weekend.

**Personnel:**

- In a competitive interview process, David Stovner was selected to become the new Landfill Manager. He will function as a foreman reporting to the Public Works Director.
- Two highly qualified individuals applied for the position of Executive Assistant/Human Resources Assistant that is being vacated by Annette Sutton. Mrs. Sharri Salyers was selected to replace Mrs. Sutton at the conclusion of a competitive interview process with the two candidates.

**Miscellaneous:**

- **Contract Extension** – I have submitted a contract extension request in letter format to the Council and it is included on the agenda for consideration.
- **Annual City Budget** – Budget meetings with Council, the Administration, and department heads have been scheduled with the first one taking place on Wednesday, April 3, 2013.

Thank you.

---

---

*Bethel City Council*

*Office of the City Manager*

---

---

# **Management Team Reports**



## Planning Department Report

From: Rachael Pitts, Planning Director

Date: April 1, 2013

A follow-up on Lot 15, which was transferred to the Alaska National Guard for the construction of the Readiness Center, indicates we should get it transferred back to the City by the end of the year. The lot is now intended for a city park. A representative of ONC has contacted the Planning Department about getting a right-of-way through the parcel for access to Lot 13, where they are proposing a residential subdivision (USS 4117).

NFIP: Based on the latest information from the state flood coordinator, NFIP will be raising their flood insurance rates throughout the country. More information will be available at a later date.

Zoning: The zoning application for Residential on 150 acres (Snow Ridge) located near Tundra Ridge Subdivision was approved by the Planning Commission on March 14<sup>th</sup>. It is moving forward for City Council review.

YKHC will be coming forward to request a road vacation on hospital property. The easement was never utilized. The Planning Department has also been contacted concerning the possibility of a telecommunications tower in the Ptarmigan corridor.

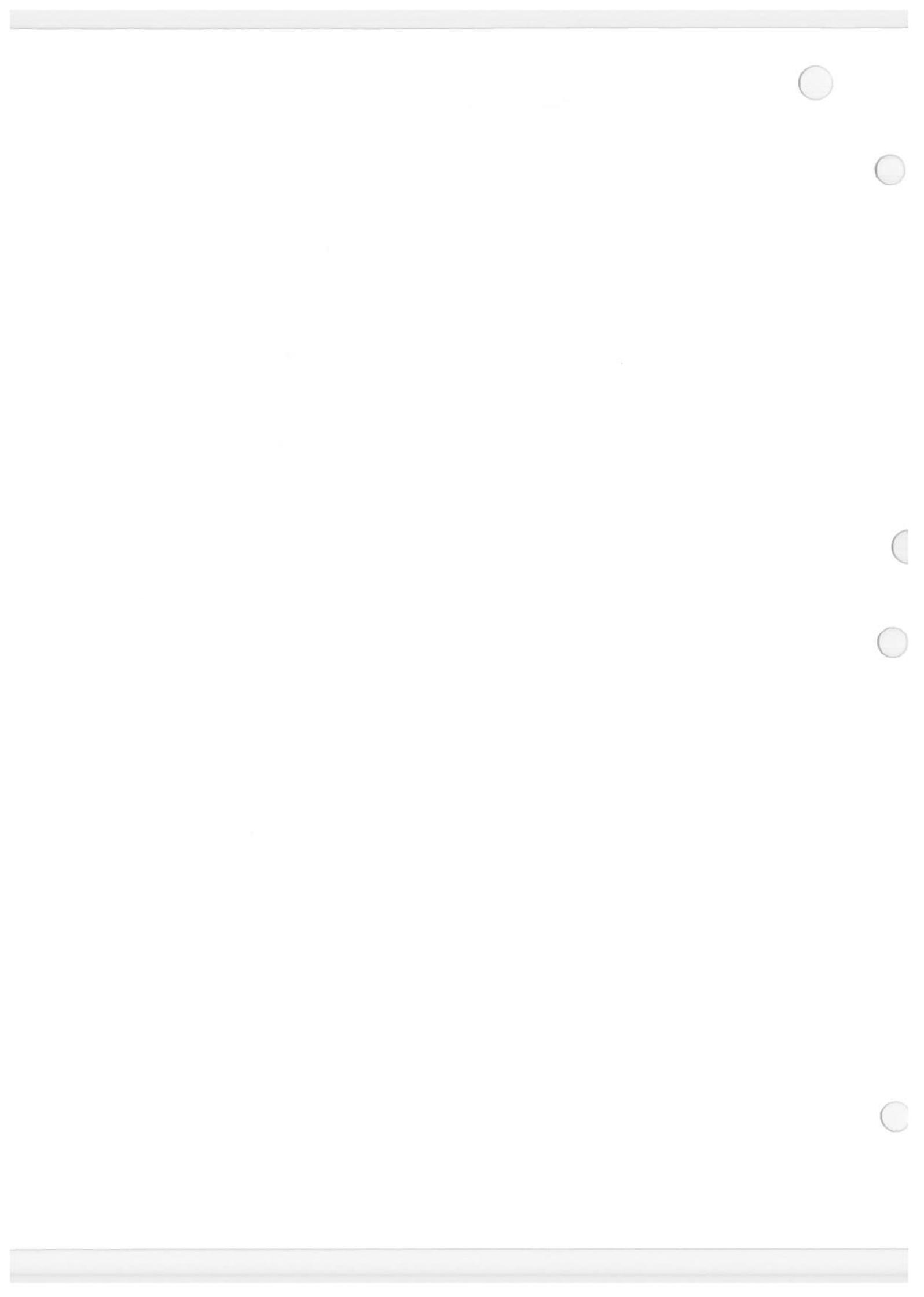
Site Plan Permit Applications and Code Enforcement: We have issued six Site Permits to date.

### Construction Projects:

*Swimming Pool:* The Director and Dave Cobb are working with BNC to get a power easement across their property to install new poles and lines. There is a temporary power source available in the Akiachak corridor, however augmentation of the power resources will be needed at a later date.

*Prematernal Home and Long Term Care Facility:* Siding and roofing are being constructed.

Opportunities: There may be a grant available to move a family in a flood prone home to a new home. If anyone can identify an appropriate property, possibly by the Slough, let the planner know.





## Memorandum

DATE: April 3, 2013  
TO: Lee Foley, City Manager  
FROM: Bobby Sutton, Finance Director  
SUBJECT: Manager's Report – March 2013

### Finance Committee

The Finance Committee did not achieve a quorum at its called special meeting on March 15, 2013. The Committee is scheduled to meet for its regular meeting on Monday, April 15, 2013 at 6:30 pm.

### Staffing Issues/Concerns/Training

The vacancy at Accounting Clerk (Administrative Support) was filled with our new employee beginning work on April 4<sup>th</sup>. We are excited to welcome Carole Jung to our team in this position. Carole's main responsibility is serving as Administrative Assistant to the Finance Director's Office.

We have just received notice that the General Ledger Accountant/Analyst position will become vacant. The former G/L Accountant had decided to accept another position within the Administration. Recruiting is in process for this General Ledger Accountant/Analyst position. We are hopeful of being able to make a selection by the end of April.

### Budget/Financial

As of February 28, 2013, the Finance Department had expended \$443,375 (58.9%) of its annual budget of \$752,617 with 67% of the year elapsed. The Utility Billing Department, which is also managed by the Finance, had expended \$101,927 (55.2%) of its annual budget of \$184,514.

### Project Updates

- PERS Audit  
No follow-up information has been received from the PERS auditor to date.
- FY 2014 Annual Budget Preparation  
The Proposed Annual Budget was submitted to City Council on March 26, 2013. Four budget meetings have been scheduled with two alternate dates also chosen. We have sent the budget ordinance to the City Clerk's office for inclusion on the April 9<sup>th</sup> agenda for introduction.

- Online Bill Pay and Processing

We are very excited to announce that online bill pay for our utility customers is a reality. We have partnered with Xpress Bill Pay to provide this innovative service to our customers. This will allow them to pay by internet using electronic check, credit card, or debit card. We are also offering paperless billing through this provider. Attached with this report is an announcement bulletin about the service.

- Fixed Asset Audit

Finance is conducting our biannual review of all the City's fixed assets which is required by the federal government for all recipients of federal awards. This internal audit will begin in early May and should be completed within a few weeks. We will be going to departments to visibly inspect certain assets as determined in the scope of our internal audit. This will help us in preparation for our annual financial statement audit in October.

# Announcing...

## The Easiest Way to Pay Your Bill

Our new online bill pay option saves you time and gives you more flexibility in how you pay your bill.

If you have an Internet connection and an e-mail address, you can now pay your bill online. It's fast, it's easy, and you no longer have to write a check each month or find a stamp when it's time to send in your payment.

### How It Works

We have partnered with *Xpress Bill Pay*, the premier provider for online bill payment.

When you sign up for online bill payment you get a unique password that you use to access your personal account at [www.xpressbillpay.com](http://www.xpressbillpay.com). Every month we'll send you a reminder e-mail to let you know when your bill is online.

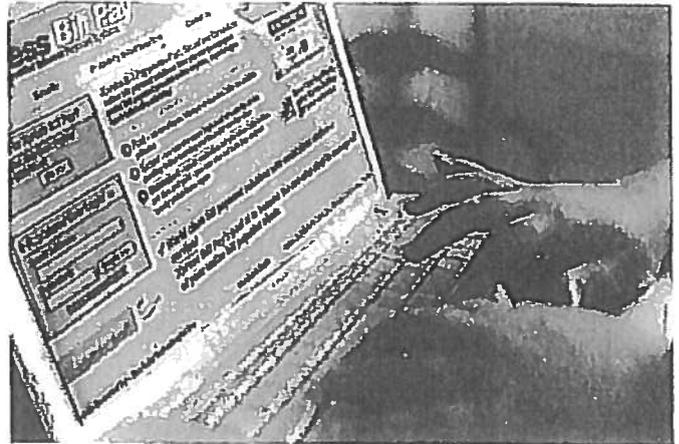
Then, just log in through your Web browser and view your bill, which will look like the paper statement you're familiar with. Select a payment type — credit card, debit card, or electronic funds transfer — enter the information, and you're done!

It's that easy, and it only takes you a few minutes each month.

We're offering this service at the request of customers like you. Sign up today and see why so many people consider this the best way to pay their bills.

### Online Bill Payment Facts

- It's free to sign up for online bill payment at [www.xpressbillpay.com](http://www.xpressbillpay.com).
- You can pay your bills with a credit or debit card, or you can transfer funds directly from your checking account.
- You can pay your bill from anywhere, as long as you have access to the Internet through a Web browser. No need to worry about late payments if you're out of town when your bill is due.



- After you complete the transaction, you can receive an e-mail receipt to confirm that the payment went through.
- You can view up to a year's history of your account online, so you can compare your current bill to a year ago.
- If you'd like, you can select the auto-pay option and your bill will be paid automatically each month.

### What To Do Next

If you're ready to get started with the convenience of online bill payment, here's what to do:

1. Go to [www.xpressbillpay.com](http://www.xpressbillpay.com). We have partnered with Xpress Bill Pay to provide you with online bill payment service.
2. Click on the "Go" button below "New to Xpress Bill Pay" and complete the short registration form including email address and password.
3. Select your billing organization and follow the prompts for linking your bill.
4. Once your bill is added to your account, you can view and pay your bill online, or setup a recurring auto payment schedule.

### And There's More!

Along with being able to make a payment online at any time you can also call the payment assistance center to make a payment over the phone. Call 1-800-720-6847 to speak with an agent and make your payment today!

# Xpress Bill Pay™

Innovative Internet Payment Systems



**MEMORANDUM**

**DATE:** 3/1/2013

**TO:** Lee Foley, City Manager

**FROM:** Chuck Willert, Public Works Director

**SUBJECT:** Manager's Report –

**Programs/Divisions**

**Public Works Director:**

We are looking to ship the remaining Ford 150s and 250s, six in total, on the first barge of Northlands. We can bring them to the Northland Anchorage Terminal starting May 1<sup>st</sup> and May 9<sup>th</sup> which is the deadline for the first sailing.

We are gearing up for the annual thaw that is starting to take place every afternoon with the temperatures heating up and all the snow that has to melt in the next three to four weeks. The small steamer has been serviced and now the big steamer has to be gone through and serviced.

We had a farewell party for Sonny Venes March 28<sup>th</sup> as it was his last day of work before he retired. He was very grateful to work for the City of Bethel and for the comradery of all the co-workers. He will be missed as he was one of the best Landfill Managers that we have had that I can recall. I believe that Dave Stovner will do a great job filling Sonny's shoes at the Landfill.

67% of the fiscal year has elapsed with 63.3% expended

**Utility Maintenance:**

This month we had ten after hour callouts. We also helped with demolishing the old boardwalk behind BHWTP assisting Road Maintenance. We also continue to monitor our sewer lagoon. Last week we had a major water leak at the schools which drained our entire supply of potable water, causing no service to our piped water service system in BHWTP. We also put the new police station sewer system on line. We

continue to monitor our liftstations on a daily basis and rebuild pumps when needed.

Piped Water: 67% of the fiscal year has elapsed with 62% expended

BHWTP: 67% of the fiscal year has elapsed with 71.3% expended

CSWTP: 67% of the fiscal year has elapsed with 57.6% expended

Piped Sewer: 67% of the fiscal year has elapsed with 63.7% expended

Sewer Lagoon: 67% of the fiscal year has elapsed with 61.9% expended

### **Hauled Utilities:**

We do have a couple of new drivers. And they have been doing well with attendance and learning their jobs. Because of an incident a couple weeks ago, Jim Colonel will now be the weekend foreman. Routes are still getting done. John J and Shane have been busy fixing the water trucks. So with the extra trucks and drivers, we've been able to cut the routes to smaller routes and get them done earlier.

Hauled Refuse: 67% of the fiscal year has elapsed with 62.2% expended

Landfill Oper. : 67% of the fiscal year has elapsed with 82.4% expended

Hauled Water: 67% of the fiscal year has elapsed with 64.6% expended

Hauled Sewer: 67% of the fiscal year has elapsed with 57.6% expended

### **Property Maintenance:**

We continue to monitor the buildings for heat and plumbing issues through the changes in the weather. We are sometimes making adjustments and changing equipment daily to all our buildings, each day brings on a new challenge sometimes. We have been busy keeping icy decks, stairs and landings sanded.

Industrial Boiler and Controls Inc. were out here to help us with a technical problem with one of our Public Works boilers. We have a Ventilation Technician assisting us with upgrading our air handlers at the Court House. We are now finished somewhat at P.D. Annex with the remodel and will be back when we get more time. Thanks.

67% of the fiscal year has elapsed with 61.7% expended

### **Road Maintenance:**

Streets and Road did use the Cat Backhoe to loosen up a pile of gravel at the city shop and hauled some of the gravel to Ptarmigan, Ridgecrest, and Akakeek streets during the last two thaws. We used gravel to fill in the rough spots and to fill in the pot holes so that we could keep the road smooth as possible before it freezes. We also been working on widening roads of the snow berms on the sides of the roads in areas that snow drifts and to get ready for the big thaw that will happening in the next few weeks.

Streets and Roads put in two more helical piles with the 200 Hitachi Backhoe at the new police station for the fire sprayers system. The two helical piles were put down between the police station and the garage to run water pipe from the water tank to the fire sprayers.

Streets and Roads have been helping the Port in hauling the piles of mud that was dug out of Browns Slough. Now that Port got the go ahead to haul it away we have been helping in hauling it to the landfill before the big thaw. We are digging more material out of Browns Slough to make it a lot easier for the boats to navigate the slough this summer.

67% of the fiscal year has elapsed with 61.8% expended

### **Vehicles and Equipment:**

March 2013, we are currently servicing and maintaining all the water and sewer trucks. We have been performing extensive safety checks on all city vehicles. Our goal is to have the safest and well performing fleet of vehicles in Alaska. Our long term maintenance plan will save money on parts, and labor costs. Also this will help to keep the vehicles in our fleet for a longer life span. We have been doing extensive research for better quality parts to help combat our extreme weather conditions. Such as sealed air cans for the water trucks, and air dyers with bigger heating elements to keep them from freezing. We also have been reorganizing the shop to help us work with greater efficiency and safety. We are short on mechanics. Josh has been out of the shop for training purposes. Charles has been off due to a new addition to his family, a fine baby boy. Spirits are high as our team works together to improve our shop and the cities fleet.

67% of the fiscal year has elapsed with 59.8% expended

### **Transit System:**

Under the current bus schedule, routing, time and the increase in passenger fare, the ridership has decreased considerably. In March of 2012 there were 1451 riders, and in March of 2013 there were 413. During this same period the usage of the daily and monthly passes has almost doubled. In March of 2012 the Bethel Transit System had a Transit Manager, two full time bus drivers, two part-time drivers and one On-Call. Currently, March 29, 2013, we have a Transit Manager, one full time bus driver, one part-time, and one On-Call. The challenge will be to increase the ridership and at the same time maintain the current staffing. We may need to look at better passenger accommodations, bus stop changes, and an increase in the number of hours the buses run. Hopefully by the end of the summer we'll be able to show an increase in the ridership.

As the buses grow older and their miles increase (Bus 437-91,000+ miles, Bus 438-61,000+miles, and Bus 436 – 10,500+ miles) so does the maintenance problems. Bus 436 has been down for several months and may have some major engine problems. The mechanic says there were some metal flakes in the oil when he change it and he needs to check it out. Bus 437 is having problems, on and off, with the passenger door not opening and/or closing. The maintenance shop has ordered a new circuit control board for it. The buses are **extremely** difficult to work on and if and when new ones are ordered I'd suggest we work very closely with the Maintenance Department. DOT recommends that buses be replaced every four years or 100,000 miles.

For the Camai Festival the Bethel Transit bus #437 ran Friday evening (6:30-12:30am), Saturday from 10:30am to 12:30am, and Sunday from 11:30am to 9:30pm. Brochures, showing the dates/route and time, were posted around town. We handed out additional brochures to the passengers on Thursday (March 21) and Friday (March 22). During the week-end there were 58 riders that rode the bus.

FTA (Federal Transit Administration and Alaska DOT is requiring all recipient's receiving FTA formula funding to develop a transit asset management plan. To help all Alaska Transit systems DOT&PF is providing a mandatory training March 26-27-28 and I was required to attend. The training provided the ground work for developing the "Capital Asset Management Plan" for the Bethel Transit System. This plan should be completed by the beginning of FY 2014.

If you have any questions or comments about what we are doing on a day to day basis, please call. I am always happy to answer questions, if I am able to.

67% of the fiscal year has elapsed with 54% expended

**Staffing Issues/Concerns/Training:**

Sonny Venes will retire at the end of March, he is the Landfill Manager, and we have hired his replacement, Dave Stovner.

Vince has one open position in the Hauled Utilities Department. Robert Wright, Rocky, will be retiring in May 2013.

**Budget/Financial:**

See each department.



**MEMORANDUM**



DATE: April 2, 2013  
TO: Lee Foley, City Manager  
FROM: John Sargent, Grant Manager  
SUBJECT: Grant Manager's Report – April 9, 2013 Bethel City Council Meeting

**Bethel Transit System**

The FTA Section 5311 grant that funds the transit system is due April 12, 2013. The City requested a letter from ONC committing \$105,000 for SFY 2014 to serve as match for the City's grant. The ONC Council meets on April 3, 2013 to consider approving the letter.

**RFPs in Play**

Proposals in response to the City's RFP for the new fire engine pumper/tender are due April 8, 2013. Several companies have called and expressed interest.

Proposals in response to the City's RFP for a contractor to repair the City Shop floor are due April 5, 2013. Four companies were present at the mandatory on-site meeting.

**Homeland Security Fence and Gate Project**

I completed the Environmental and Historical Properties (EHP) Screening Form and submitted it to the Alaska Division of Homeland Security and Emergency Management with 33 supporting documents. The EHP is required before the City can spend its grant money to purchase and install gates at the City Dock, guardrail, gate, and fencing on Standard Oil Road and fencing and gates at the police station.

**Land and Water Conservation Fund Grant**

The City of Bethel's preliminary Land and Water Conservation Fund (LWCF) grant was approved by the Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation. The City must prepare and submit a full application to the State in April. The State will then forward the application to the federal office for final approval, which is typically done in September.

The LWCF grant application is expected to pay for the following improvements in Pinky's Park: a new multiuse sports field, new boardwalk section, six platforms for benches and exercise/stretching stations, and a high tunnel as part of the community garden.

**City of Bethel  
Grant Summary  
Calendar Year 2013**

**Preparing**

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
AK Dept. of Transportation and Public Facilities, Transit Division	Alaska Community Transportation Grant	Administration and Operating costs of Bethel Public Transit System	Public Works - Transit	4/12/13	\$245,000 ONC - \$105,000
Alaska Dept. of Natural Resources, Division of Parks and Outdoor Rec.	Full Land & Water Conservation Fund grant application	Pinky's Park Upgrades: new multiuse sports field, boardwalk, decks, garden high tunnel.	Parks and Rec.	4/20/13	\$125,000 Other grants + in-kind match

**Submitted in Calendar Year 2012-13**

Most recent first

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
YKHC	Community Garden Awards Program	High tunnel at community garden	Parks & Rec.	3/15/13	\$8,000 0
State of Alaska	State Designated Legislative Grant	Sewer Lagoon Rehabilitation and Dredge	Public Works	10/15/12	\$11,500,000 0
State of Alaska	State Designated Legislative Grant	Petro Port Multiuse Expansion and City Dock Repair	Port	10/15/12	\$29,000,000 0
State of Alaska	State Designated Legislative Grant	Construction of Donut Hole Road and Dust Control Measures	Public Works	10/15/12	\$6,400,000 0
State of Alaska	State Designated Legislative Grant	Network Wiring and New Telephone System	IT	10/15/12	\$265,431 0
State of Alaska	State Designated Legislative Grant	New Animal Control Facility	Police	10/15/12	\$426,010 0

**Approved in Calendar Year 2013**

Most recent first

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ Match
Alaska Dept. of Natural Resources, Division of Parks and Outdoor Rec.	Considering Land & Water Conservation Fund grant	Pinky's Park Upgrades: new multiuse sports field, boardwalk, decks, garden high tunnel.	Parks and Rec.	2/1/13	\$125,000 Other grants + in-kind match

**Not Approved in Calendar Year 2013**

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ Match
W.F. Kellog	First Nations Agriculture Initiative Grant	High tunnel on sand pad as part of community garden	YKHC & Parks and Rec.	2/20/12	\$37,500 0



# PORT OF BETHEL

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



TO: Lee Foley, Bing Santamour, Lori Strickler  
FROM: Peter A. Williams, Port Director  
SUBJECT: March 2013 Managers Report

## Small Boat Harbor

-The USCOE is very pleased with the quality of work being performed and has given the contractor high marks for keeping the job site clean. Now that the more technical parts of the dredging are done the pace should pick up.

-City Council has passed an increase of \$0.01 to the fuel thru-put fee which will be designated for the SBH. June 2014, FY-14 will be the first time any revenues will be realized from this increase. These funds, approximately estimated at \$40,000 will not be used for FY-14 rev. projections. The SBH will start FY-15 with \$40,000 in designated unrestricted funds with a projected FY-15 revenues of \$150,000 for a total of \$190,000. M&O cost should be projected at around \$110,000 which would include gravel.

-Port Commission meets April 15<sup>th</sup> and one agenda item will be discussed on how the new revenues will be used for improvements in the SBH, plat-82-13.

## East Addition

- Bethel Bank Stabilization Project – USCOE has not yet given us an update where their funding for this project stands. The silver lining about this project is that it is shovel ready.

-Jung & Active Parcels – BIA should be pretty close, I expect in April, approving or not our request to subdivide the two properties.

- 208 East Avenue – Mr. & Mrs. Strauss has agreed to the City removing their building in exchange for the City obtaining the right of way on their property that East Ave. trespasses on. The City Attorney is working on a MOA. The approximate cost per Larson Consulting is \$5,600 to survey and re-plot the property. The purchase of the right of way would be an estimated \$9,000.

-TIGER Grant – a U.S. Senate subcommittee has approved a 2013 \$500 million budget for a TIGER V program. This still needs to go through the legs. process.

## Brown Slough

-Dredging continues and will do so till impractical.

## East Timber Wall

– USACE and the Port have a scheduled meeting April 9th to begin design process. The design will be reviewed by City Admin. Port Commission, & City Council.

## City Dock

-Boat crews will start arriving in the middle of the month.

-A multi-beam reading for Beach 1 shows that this area needs maintenance and repair.

- Ord. for no fishing passed by City Council.

#### **Port Office**

- A course of action needs to be decided and followed through on and will try and get to it in April.

#### **Seawall**

- Recently we obtained some multi-beam soundings and it illustrates the Ports concerns of the river under cutting the seawall, Figure 4 shows a spot that is sixty-five feet deep. Figure 5 shows what would we would like to see if the right side of the picture was on the left side of the picture. Figure 6 shows the Petro Dock and those humps 16 ft. below the water. Of interest is that this is a NOAA survey that was done all the way to Cape Newingham. When it will be published I am not sure of.

#### **Petro Port**

- No fishing ord. passed

- Thru-put fee increased by City Council.

#### **Personnel**

-One City Dock Attendant is needed.

Peter A. Williams  
Port Director

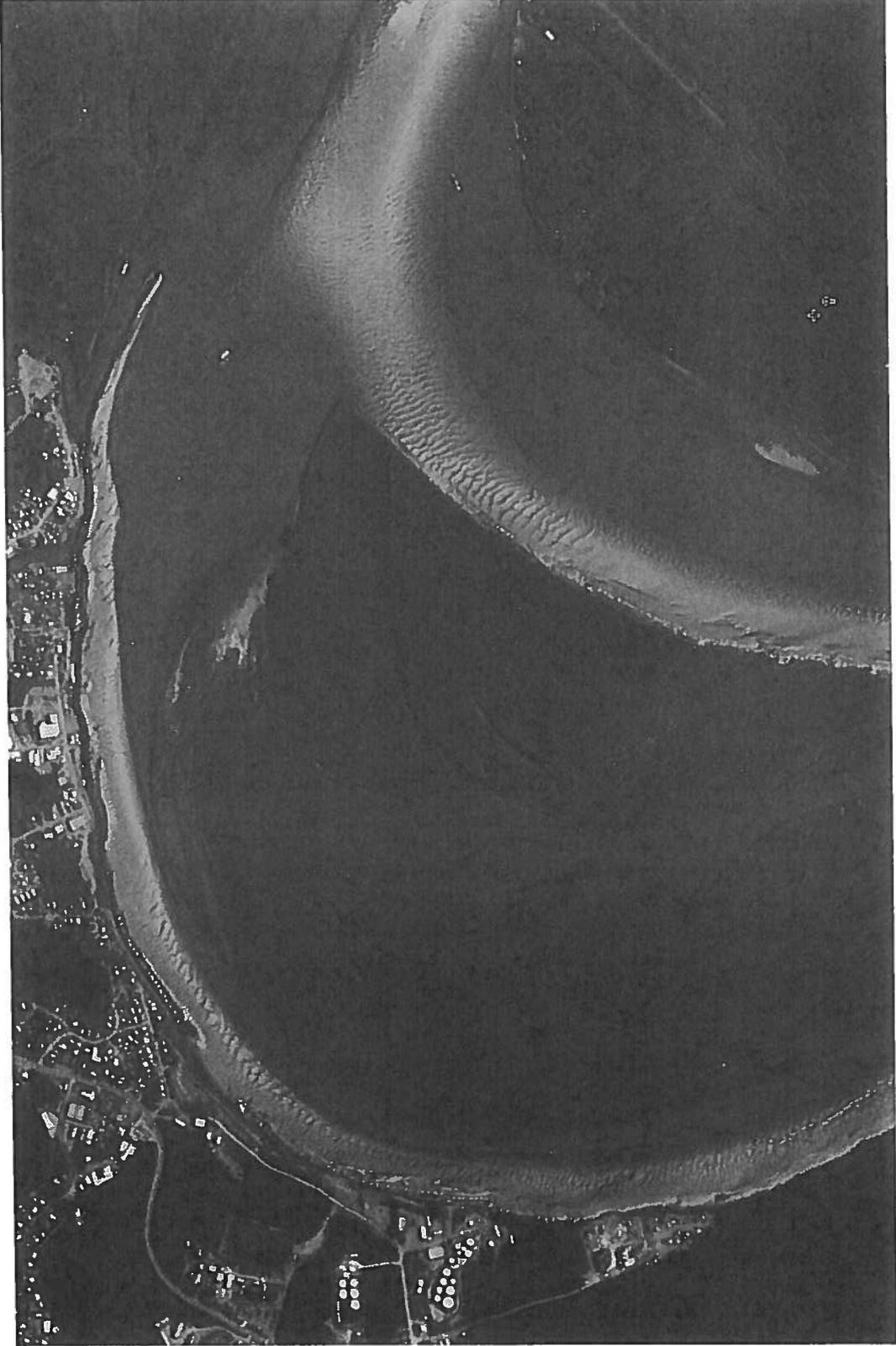


Figure 1 Example of 2010 multibeam coverage in Bethel area

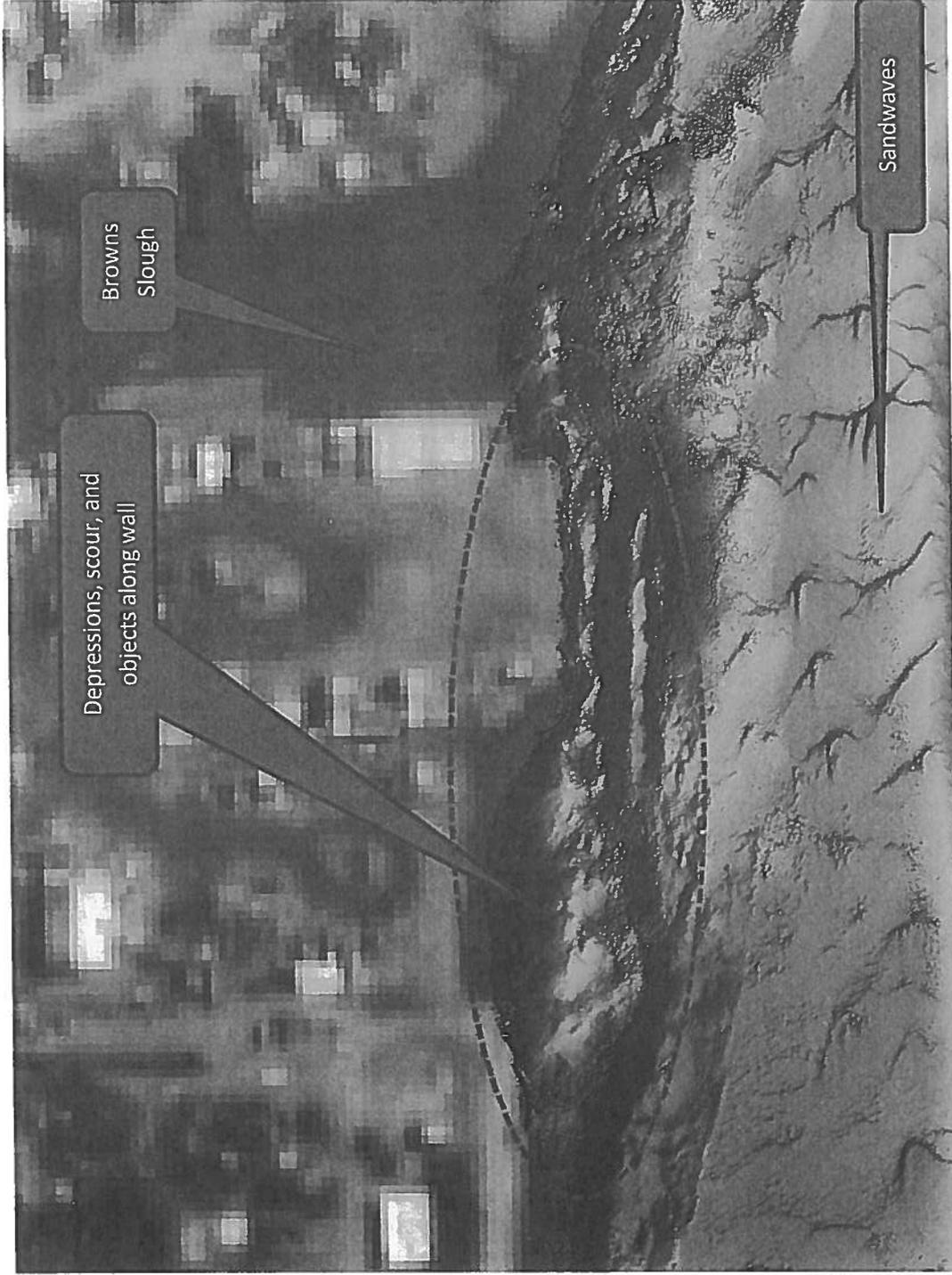


Figure 2 Example of the multibeam data in front of and downstream of Browns Slough. Features are visible on and along the waterfront.

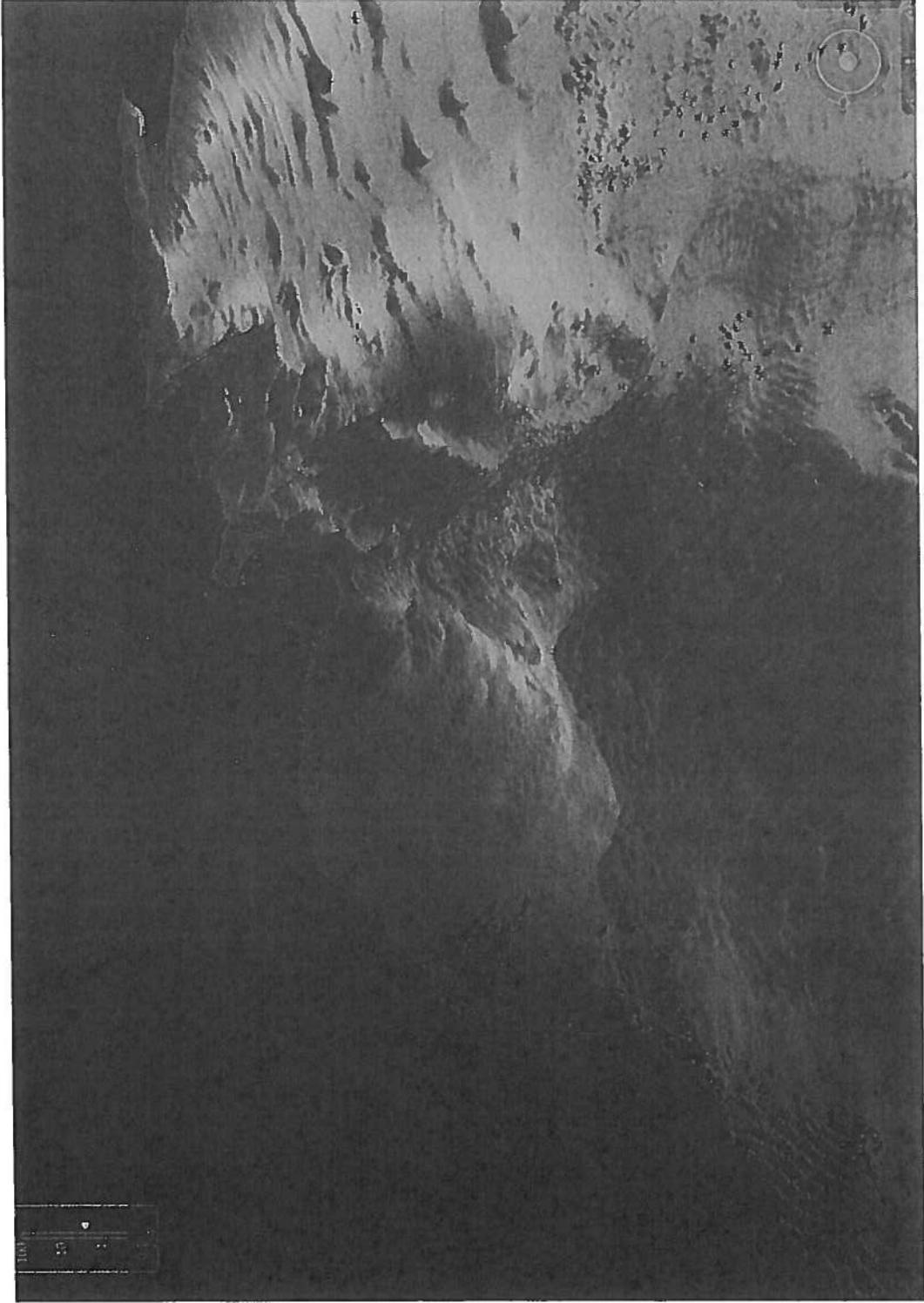


Figure 3 Same area as previous figure. 3D view looking up river

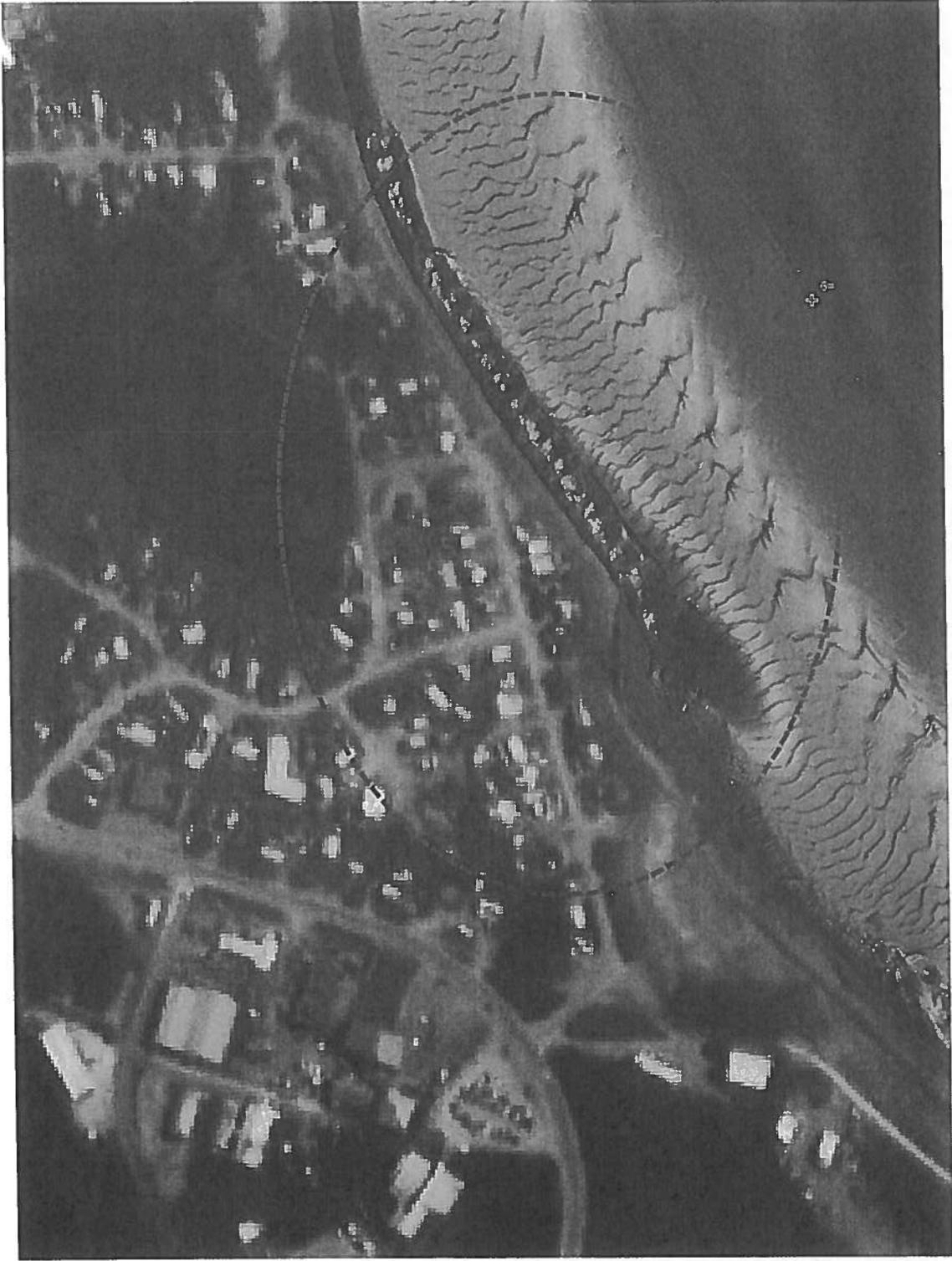


Figure 4 Further downriver. Wall structure and scour eddy (deep spot)

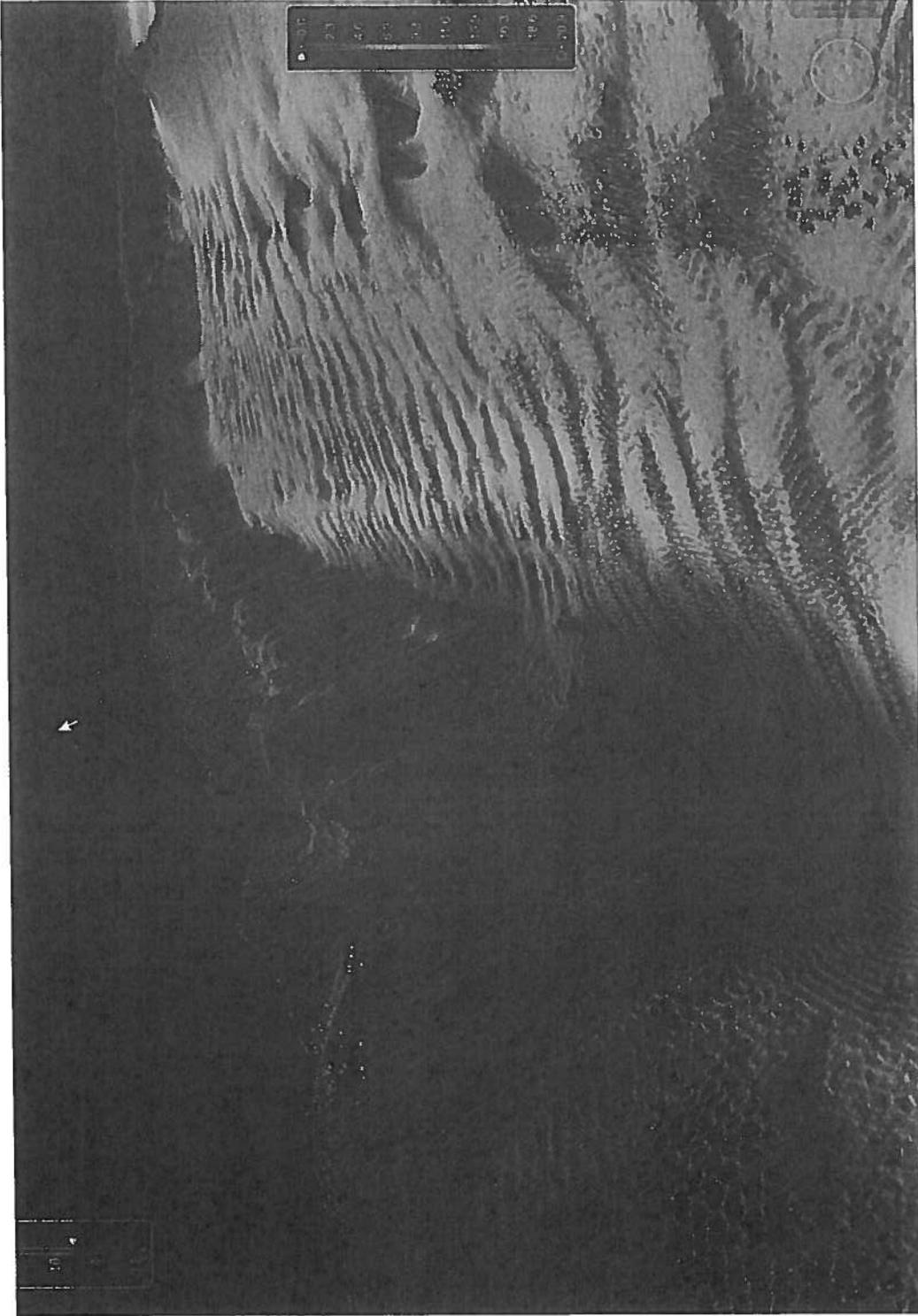


Figure 5 Same area as previous figure. 3D view looking up river, wall is on the left



Figure 6 Base of Fuel Dock

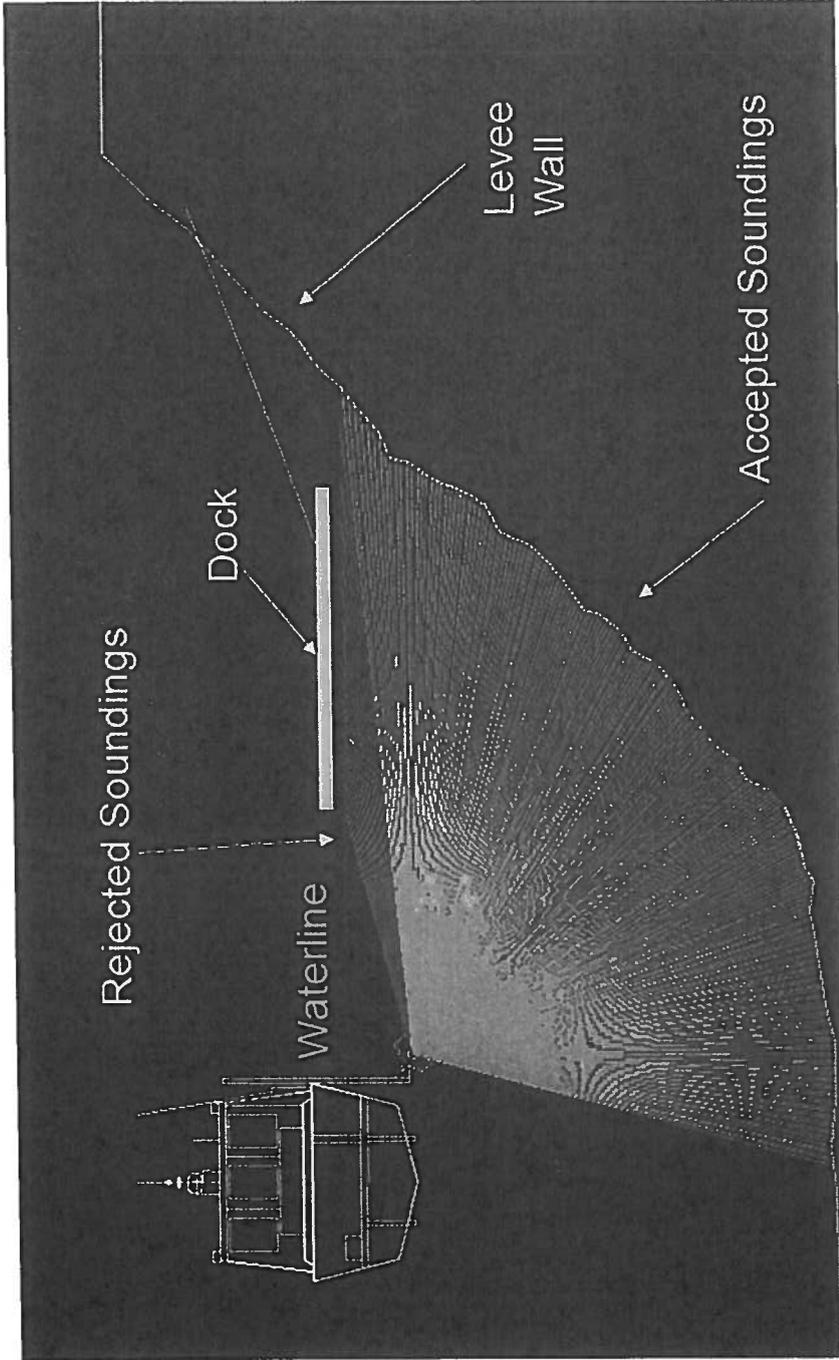
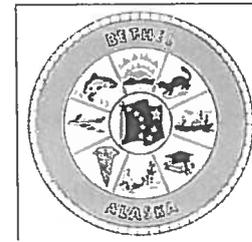


Figure 7 Example of how a tilted-head multibeam can scan under boats or docks to survey a wall



## MEMORANDUM



DATE: April 1, 2013

TO: Lee Foley, City Manager

FROM: George Young, Fire Chief

SUBJECT: Manager's Report – Month of March, 2012

### Programs/Divisions

- The RFP for the City's new fire engine has been out on the street for over two weeks now and we have had several companies already show interest in bidding on the vehicle.
- The department is working with the City Planning Department and the State Fire Marshal's office with regards to a number of new commercial structures and/or additions being built in Bethel.
- Contractors have finished with the heating upgrades in the apparatus floor, the fire detection system is updated and working and certified, the external LED lights have been installed and new circulating fans have arrived to mix the air in the apparatus area. After the fans are installed the contractors will move under the building to repair the broken floor drain and heat loop system. With the installation of the ceiling fans and the completion of the floor repairs the fire station building repair project will be almost fully completed.

### Staffing Issues/Concerns/Training

- The department has no vacancies for paid Firefighter/EMT positions. This is the first time in years that we are fully staffed. We now have the shift coverage to allow employees go on vacation and training leave.
- The department is teaching a Firefighter I class to five students. Captain Howell is the primary instructor. The training will go until mid June and candidates will get their State Certification after successfully completing the written tests and the practical skills.
- An EMT meeting was held on March 19 in the evening at the Fire Station. EMT Instructor Fred Watson conducted a review of recent ambulance runs followed by training on the new intraosseous (IO) infusion set. This drill like device allows trained individuals to access patients long bones during an emergency to give IV

fluids when a vein may not be accessible due to shock or fluid loss. The device is especially useful when dealing with infants and small children who by their nature have very small veins.

- An EMT meeting was held on March 5 in the evening at the Fire Station. Training for the evening consisted of instruction and training in the use of emergency airway devices.
- A Fire meeting was held on March 28 in the evening at the Fire Station. Fire Captain/Instructor Howell conducted a review of recent fire calls followed by training in fire extinguishers, breathing air apparatuses, and fighting fire in confined spaces.
- A Fire meeting was held on March 14. Firefighter/EMT Daron Solesbee conducted a review of the 114B Atsaq fire followed by training in the department's Respiratory Protection Program. Firefighters were also fit tested for SCBA firefighting breathing air equipment.

### **Budget/Financial**

- The department is operating within its allocated budget.

## **PRESS RELEASE**

City of Bethel Fire Department  
320 Chief Eddie Hoffman Highway  
P.O. Box 1388  
Bethel, Alaska 99559  
Contact: George S. Young, Fire Chief  
Phone: (907) 543-2131  
FAX: (907) 543-2702  
Cell: (907) 545-4998

### **FOR IMMEDIATE RELEASE**

**Date: 04-05-13**

#### **FIRE, MEDIC AND RESCUE CALLS**

On 02-22-13 at 4:07 p.m. medics responded to Ptarmigan Street for the report of a man having difficulty breathing. The patient was assessed and transported to the hospital.

On 02-22-13 at 6:32 p.m. medics responded to Ridgecrest Drive for the report of a woman who fell. The patient was assessed and transported to the hospital.

On 02-23-13 at 3:45 a.m. medics responded to Ptarmigan Street for the report of an unresponsive woman. The patient was assessed and transported to the hospital.

On 02-23-13 at 3:54 p.m. medics responded to Akakeek Street for the report of a vehicle accident. One female patient was assessed and refused transport to the hospital. Medics returned to quarters.

On 02-23-13 at 6:08 p.m. medics responded to Ridgecrest Drive for the report of a person who had been assaulted. One female patient was assessed and refused transport to the hospital. Medics returned to quarters.

On 02-23-12 at 11:22 p.m. medics responded to Ridgecrest Drive for the report of a female who was unresponsive. The patient was assessed and transported to the hospital.

On 02-24-13 at 12:05 a.m. medics responded to the Bethel Police Department lobby for the report of a male who had been assaulted. The patient was assessed and refused transport to the hospital.

On 02-24-13 at 4:37 p.m. medics responded to Sixth Avenue for the report of a woman needing assistance. The patient was assessed and transported to the hospital.

On 02-24-13 at 7:25 p.m. medics responded to Hanger Lake Road for the report of a man who had been assaulted. The patient was assessed and transported to the hospital.

On 02-25-13 at 8:07 a.m. medics responded to Atsaq Road for the report of a male who had been assaulted. The patient was assessed and transported to the hospital.

On 02-25-13 at 2:07 a.m. medics responded to Ptarmigan Road for the report of a female who took an unknown amount of pills. The patient was assessed and transported to the hospital.

On 02-26-13 at 4:43 a.m. medics responded to Third Avenue for the report of an elderly female who was experiencing nausea. The patient was assessed and transported to the hospital.

On 02-26-13 at 7:11 a.m. medics responded to Quivik Subdivision for the report of an unresponsive male who was found in a vehicle. The patient was assessed and transported to the hospital.

On 02-26-13 at 7:26 a.m. medics responded to Ptarmigan Road for the report of an elderly male who was experiencing difficulty breathing. The patient was assessed and transported to the hospital.

On 02-26-13 at 8:21 p.m. medics responded to Ptarmigan Road for the report of an unresponsive male. The patient was assessed and transported to the hospital.

On 02-27-13 at 12:42 a.m. medics responded to the BNC Complex for the report of a person who fell. On arrival, medics found an intoxicated female sleeping in an abandoned vehicle. The individual was transported by officers.

On 02-27-13 at 3:48 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a female who had cuts on her wrists. The patient was assessed and transported to the hospital.

On 02-27-13 at 4:05 p.m. medics responded to Akakeek Street for the report of a small child who had swallowed a thumb tack. Upon arrival, the thumb tack had been dislodged and removed from the child's mouth. The patient's father refused transport to the hospital. Medics returned to quarters.

On 02-27-13 at 7:30 p.m. medics responded to Ptarmigan Road for a vehicle lock-out. The vehicle was unlocked and medics returned to quarters.

On 02-28-13 at 10:16 a.m. medics responded to Main Street for the report of an intoxicated male lying on the side of the road. The patient was assessed and transported to the quarters.

On 02-28-13 at 11:30 a.m. medics responded to Willow Street for a vehicle lock-out. The vehicle was unlocked and medics returned to quarters.

On 03-01-13 at 9:27 a.m. medics responded to Ridgecrest Drive for the report of a man having a seizure. The patient was assessed and transported to the hospital.

On 03-01-13 at 11:15 a.m. medics responded to Ron Edwards Way for the report of a female who was unresponsive. The patient was assessed and transported to the hospital.

On 03-01-13 at 11:28 p.m. medics responded to Ridgecrest Drive for the report of a child having a seizure. The patient was assessed and transported to the hospital.

On 03-01-13 at 2:43 p.m. firefighters responded to Ridgecrest Drive for the report of an alarm sounding. While enroute to the scene, firefighters were advised that the alarm system was being tested and firefighters returned to the fire station.

On 03-01-13 at 4:16 p.m. firefighters responded to Akiak Street for the report of an alarm sounding. While enroute to the scene, firefighters were advised that the alarm system had been activated unintentionally. Firefighters returned to the fire station.

On 03-01-13 at 7:01 p.m. medics responded to Ron Edwards Way for the report of a female with neck pain. The patient was assessed and transported to the hospital.

On 03-02-13 at 5:17 a.m. medics responded to Atsaq Street for the report of an intoxicated male. Upon arrival, medics found a 23 year old male who was intoxicated. The patient was assessed and transported to the hospital.

On 03-02-13 at 6:42 a.m. medics responded to Ridgecrest Drive for the report of a male who was unresponsive. The patient was assessed and transported to the hospital.

On 03-02-13 at 1:48 p.m. medics responded to the Sobering Center for the report of a male patient complaining of feeling weak. The patient was assessed and transported to the hospital.

On 03-02-13 at 2:16 p.m. medics responded to Main Street for the report of a female seeing colors. The patient was assessed and transported to the hospital.

On 03-02-13 at 4:00 p.m. medics responded to State Highway for the report of a male having a seizure. The patient was assessed and transported to the hospital.

On 03-02-13 at 4:22 p.m. medics responded to Ptarmigan Street for the report of a male having trouble breathing. The patient was assessed and transported to the hospital.

On 03-02-13 at 10:12 p.m. medics responded to Schwalbe Road for the report of a male patient complaining of neck and back pain. The patient was assessed and transported to the hospital.

On 03-03-13 at 6:30 a.m. firefighters responded to Swanson's Grocery Store for the report of a fire. Upon arrival, the fire had been extinguished. Firefighters returned to quarters.

On 03-03-13 at 7:48 a.m. medics responded to Ptarmigan Street for the report of a male having trouble breathing. The patient was assessed and transported to the hospital.

On 03-03-13 at 10:20 a.m. medics responded to Second Avenue for the report of a man who was unresponsive. The patient was assessed and transported to the hospital.

On 03-03-13 at 11:28 a.m. medics responded to Chief Eddie Hoffman Highway for the report of a man having a seizure. The patient was assessed and transported to the hospital.

On 03-04-13 at 12:24 p.m. medics responded to Ptarmigan Road for the report of an elderly male who was experiencing difficulty breathing. The patient was assessed and transported to the hospital.

On 03-04-13 at 2:45 p.m. medics responded to Ptarmigan Road for the report of a small child with a toothbrush stuck in their throat. The patient was assessed and found to be healthy. The patient's grandmother refused transport to the hospital.

On 03-05-13 at 12:36 a.m. medics responded to Ridgecrest Drive for the report of an unresponsive intoxicated male. The patient was assessed and transported to the hospital.

On 03-05-13 at 5:17 a.m. medics responded to Ptarmigan Road for the report of an elderly male who was experiencing difficulty breathing. The patient was assessed and transported to the hospital.

On 03-05-13 at 5:43 a.m. firefighters responded to Atsaq Street for the report of a structure fire. Upon arrival, the fire was extinguished and the building was overhauled. After gathering information and ensuring no hazards were present, firefighters returned to quarters.

On 03-05-13 at 9:01 a.m. medics responded to East Avenue for the report of a vehicle accident. The patient was assessed and refused transport to the hospital.

On 03-06-13 at 2:02 p.m. medics responded to Tundra Ridge Subdivision for the report of a motor vehicle accident. The patient was assessed and refused transport to the hospital. Medics returned to quarters.

On 03-07-13 at 10:51 a.m. medics responded to Ridgecrest Drive for the report of a male that had a seizure. The patient was assessed and transported to the hospital.

On 03-07-13 at 12:20 p.m. medics responded to Ridgecrest Drive for the report of an intoxicated male requesting medics. After assessment the patient refused transport. Medics returned to quarters.

On 03-07-13 at 10:27 p.m. medics responded to the Chief Eddie Hoffman Highway for the report of an intoxicated female unable to stand. The patient was assessed and transported to the hospital.

On 03-08-13 at 8:57 a.m. medics responded to East Avenue for the report of an intoxicated male who was experiencing chest pain. Upon arrival, the patient denied any pain and refused transport to the hospital. Medics returned to quarters.

On 03-08-13 at 12:00 p.m. medics responded to Akiak Drive for the report of a motor vehicle accident. All patients were assessed and refused transport to the hospital. Medics returned to quarters.

On 03-08-13 at 2:50 p.m. medics responded to Akakeek Street for the report of an intoxicated female who had slipped and broken her ankle and leg. The patient was assessed, her leg was splinted, and she was transported to the hospital.

On 03-08-13 at 3:09 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a female who was experiencing difficulty breathing and sore ribs. The patient was assessed and transported to the hospital.

On 03-08-13 at 4:23 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a male who was experiencing chest pain. The patient was assessed and transported to the hospital.

On 03-08-13 at 5:07 p.m. medics responded to Napakiak Drive for the report of an intoxicated male who was unconscious. The patient was assessed and transported to the hospital.

On 03-09-13 at 1:28 a.m. medics responded to the Bethel Police Department lobby for the report of an intoxicated male with frostbite. The patient was assessed and transported to the hospital.

On 03-09-13 at 5:58 a.m. medics responded to Ridgecrest Drive for the report of an unresponsive female. The patient was assessed and transported to the hospital.

On 03-09-13 at 12:29 p.m. medics responded to City Subdivision for the report of a patient who was having a seizure. The patient had fallen and hit their head. Medics used a C-Collar and placed the patient on a backboard. The patient was assessed and transported to the hospital.

On 03-09-13 at 4:22 p.m. medics responded to the Chief Eddie Hoffman Highway for the report of a patient who had been assaulted. The patient was evaluated, treated and transported to the hospital.

On 03-09-13 at 5:45 p.m. medics responded to Standard Oil Road for the report of a patient who was involved in an ATV accident. The patient refused assessment and transport to the hospital.

On 03-09-13 at 10:09 p.m. medics responded to the Calista Drive for the report of a patient who was complaining of rib pain. The patient was assessed and transported to the hospital.

On 03-09-13 at 7:38 a.m. medics responded to Main St. for the report of a patient with stomach pain. The patient was assessed and transported to the hospital.

On 03-10-13 at 10:45 a.m. firefighters responded to Makualria Street for the report of a lock-out. Upon arrival, firefighters found a car running with the keys inside. The door was unlocked and firefighters returned to the fire station.

On 03-10-13 at 3:43 p.m. medics responded to 2<sup>nd</sup> Avenue for the report of a male needing assistance. Upon arrival, medics found an 85 year old male who was sick. The patient was assessed and refused transport to the hospital.

On 03-10-13 at 11:42 p.m. medics responded to Schwalbe Street for the report of a woman with chest pain. Upon arrival, medics found a 35 year old female complaining of chest pain. The patient was assessed and refused transport to the hospital.

On 03-11-13 at 2:13 p.m. medics responded to State Highway for the report of a patient who was involved in a motor vehicle accident. The patient was assessed and refused transport to the hospital.

On 03-11-13 at 8:36 p.m. medics responded to Ptarmigan for the report of a patient who had fallen down some steps. The patient was assessed, treated and transported to the hospital.

On 03-13-13 at 4:33 p.m. medics responded to Watson's Corner for the report of an unknown problem. On arrival, medics found a male who had been caught between two vehicles and injured his leg. The patient was assessed and transported to the hospital.

On 03-13-13 at 9:05 p.m. medics responded to East Avenue for the report of a male not breathing. Upon arrival, medics found the patient was pulsless and apneic. CPR was started and the patient was transported to the hospital.

On 03-14-13 at 3:35 a.m. medics responded to Ridgecrest Drive for the report of a female having chest pain. The patient was assessed and transported to the hospital.

On 03-14-13 at 1:10 p.m. medics responded to 6<sup>th</sup> Avenue for the report of an unresponsive male. Upon arrival, medics found a 41 year old male who was intoxicated. The patient was assessed and refused transport to the hospital.

On 03-14-13 at 4:48 p.m. medics responded to Kilbuck Street for the report of a man who fell. Upon arrival, medics found a 37 year old male with facial trauma. The patient was assessed and transported to the hospital.

On 03-15-13 at 3:01 a.m. medics responded to Akakeek Street for the report of a man spitting up blood. Upon arrival, medics found a 32 year old male complaining of coughing up blood. The patient was assessed and transported to the hospital.

On 03-15-13 at 3:50 p.m. medics responded to Akakeek Street for the report of a female having a seizure. The patient was assessed and transported to the hospital.

On 03-16-13 at 10:17 a.m. medics responded to Akakeek Street for a report of a patient complaining of eye pain. Medics assessed and treated patient for eye pain. Patient refused transport to hospital.

On 03-16-13 at 2:18 p.m. medics responded to Alaska airlines terminal for a patient complaining of difficulty of breathing. Medics assessed patient and transported to hospital.

On 03-16-13 at 2:21 p.m. medics responded to the hospital for a medevac transport. Medics assisted Life Flight crew and transported patient to the airport

On 03-16-13 at 3:52 p.m. medics responded to Kusko Court for the report of a patient having difficulty breathing. The patient was assessed and transported to the hospital.

On 03-16-13 at 4:37 p.m. medics responded to Blackberry for the report of a patient involved in a snowmachine accident. The patient was assessed, treated and transported to the hospital.

On 03-16-13 at 5:56 p.m. medics responded to the hospital for a patient transport. The patient and medevac crew were transported to the airport.

On 03-16-13 at 7:25 p.m. medics responded to Atsaq Road for the report of a female who was assaulted and had a cut on her face. The patient was assessed and transported to the hospital.

On 03-19-13 at 5:06 p.m. medics responded to the hospital for a transport. Upon arrival, medics found a 23 year old male prepared for transport by a medivac team. The patient and team were transported to an awaiting aircraft.

On 03-19-13 at 10:57 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a man having a seizure. Upon arrival, medics found a 39 year old male who had a seizure. The patient was assessed and transported to the hospital.

On 03-20-13 at 3:06 a.m. medics responded to Third Avenue for the report of a woman who was unresponsive. Upon arrival, medics found a 22 year old female who was intoxicated. The patient was assessed and transported to the hospital.

On 03-20-2013 at 7:38 p.m. firefighters responded to Tundra Ridge for the report of a dumpster fire. Upon arrival, firefighters found a small dumpster with light smoke showing. The fire was extinguished and firefighters returned to the fire station.

On 03-21-13 at 12:10 p.m. medics responded to Chief Eddie Hoffman Highway for the report of an unresponsive woman. Upon arrival, medics found a 24 year old female who was intoxicated. The patient was assessed and refused transport to the hospital.

On 03-21-13 at 2:32 p.m. medics responded to Calista Drive for the report of a man with chest pain. Upon arrival, medics found a 33 year old male complaining of sudden onset chest pain. The patient was assessed and transported to the hospital.

On 03-21-13 at 8:21 p.m. medics responded to Ridgecrest Drive for the report of an intoxicated female. Upon arrival, medics found a 52 year old female who was intoxicated. The patient was assessed and transported to the hospital.

On 03-22-13 at 7:03 a.m. medics responded to Ptarmigan Street for the report of a man with shortness of breath. Upon arrival, medics found an 82 year old male complaining of difficulty breathing. The patient was assessed and transported to the hospital.

On 03-23-13 at 12:41 a.m. medics responded to Yukon Court for the report of an intoxicated male who was found outside. The patient was assessed and transported to the hospital.

On 03-23-13 at 1:20 a.m. medics responded to Chief Eddie Hoffman Highway for the report of an intoxicated female who was unresponsive. The patient was assessed and transported to the hospital.

On 03-23-13 at 7:38 a.m. medics responded to the Bethel Police Department lobby for the report of a male who had been assaulted. The patient was assessed and transported to the hospital.

On 03-23-13 at 2:00 p.m. medics responded to Trailer Court for the report of a female who had fallen off a porch. The patient was assessed and transported to hospital.

On 03-23-13 at 5:19 p.m. medics responded to Chief Eddie Hoffman Highway for the report of a male who had a seizure. The patient was assessed and transported to hospital.

On 03-24-13 at 5:35 a.m. medics responded to Ptarmigan Road for the report of a female that had a laceration on the back of her head. The patient was assessed and transported to the hospital.

On 03-24-13 at 12:31 p.m. medics responded to East Avenue for the report of a male who had fallen and was unresponsive. The patient fled the area. Medics found the patient and he refused transport to the hospital.

On 03-24-13 at 6:13 p.m. medics responded to Ptarmigan Road for the report of an elderly male who was experiencing heart trouble and difficulty breathing. The patient was assessed and transported to the hospital.

On 03-24-13 at 11:41 p.m. medics responded to Hangar Lake Road for the report of an intoxicated male lying outside. Upon arrival, the patient refused assessment and transport. Medics returned to quarters.

On 03-25-13 at 8:40 p.m. medics responded to the Alaska Airlines Terminal for the report of a patient who fell down the stairs while boarding the plane. The patient was assessed and transported to the hospital.

On 03-26-13 at 3:18 p.m. medics responded to Akakeek Road for the report of an intoxicated male passed out outside. Medics were advised to disregard call. Medics returned to quarters.

On 03-26-13 at 22:24 p.m. medics responded to State Highway for the report of a female having chest pain and difficulty breathing. The patient was assessed and transported to the hospital.

On 03-27-13 at 4:07 a.m. medics responded to Schwalbe Road for the report of an elderly female that fell. Upon arrival, medics found a female patient experiencing hip pain. The patient was assessed and transported to the hospital.

On 03-27-13 at 2:08 p.m. medics responded to Tundra Ridge for the report of a patient who had a seizure. The patient was assessed and advised to go to the hospital for further evaluation. The patient refused transport. Medics returned to the fire station.

On 03-27-13 at 5:20 p.m. medics responded to the BNC Complex for the report of an intoxicated patient sitting outside. The patient was assessed, treated and transported to the hospital.

On 03-28-13 at 2:04 p.m. medics responded to the old AC for a male who had been assaulted. The patient was assessed and transported to the hospital.

On 03-28-13 at 9:06 p.m. medics responded to Atsaq Street for the report of an unresponsive female. Upon arrival, medics found a 47 year old female who was intoxicated. The patient was assessed and transported to the hospital.

On 03-23-13 at 11:19 p.m. medics responded to Willow Street for the report of a woman hit by a snow machine. Upon arrival, medics found a 32 year old female who had been hit by a snow machine. The patient was assessed and transported to the hospital.

On 03-30-13 at 12:57 a.m. medics responded to Atsaq for report of a male complaining of an allergic reaction. Medics assessed the patient and transported him to the hospital.

On 03-30-13 at 12:57 a.m. medics responded to Atsaq for report of a male complaining of an allergic reaction. Medics assessed the patient and transported him to the hospital.

On 03-30-13 at 8:26 p.m. medics responded to Akakeek Street for the report of a man bleeding. Upon arrival, searched area and found no one in the area that was bleeding. Medics returned to the fire station.

On 03-31-13 at 9:47 a.m. medics responded to Second Avenue for the report of a unresponsive, breathing male patient. Upon arrival, medics found a male who had a seizure. The patient was assessed and transported to the hospital.

On 03-31-13 at 10:03 p.m. medics responded to Willow Street for the report of a female with a broken leg. The patient was assessed and transported to the hospital.

On 04-1-13 at 6:06 a.m. medics responded to Ptarmigan Road for the report of a male experiencing difficulty breathing. The patient was assessed and transported to the hospital.



---

---

*Pethel City Council*

*Office of the City Clerk*

---

---

# **Clerk's Report**





# City of Bethel, Alaska

City Clerk's Office

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

## **Upcoming Council Events:**

April 8<sup>th</sup> at 6:30pm Nuisance Abatement Hearing  
April 9<sup>th</sup> Regular City Council Meeting  
April 11<sup>th</sup> Joint Task Force Meeting  
April 16<sup>th</sup> Special Budget Meeting  
April 18<sup>th</sup> Special Budget Meeting  
April 22<sup>nd</sup> Special Budget Meeting  
April 23<sup>rd</sup> Regular City Council Meeting

## **Records Retention**

Modifications from the departments have been submitted. The City Clerk's Office is in the process of reviewing each document type which includes the suggested length of retention as well as the format of retention. Once completed with the final modification, the City Clerk will provide the document to the City Attorney for review before its submission to the City Council for approval.

The Office is also preparing for the next sendoff of ordinances for document preservation. The Council has provided funding for this project for three years now and with that funding we have been able to preserve and bind all ordinances from 1958 through 2001. Following the preservation of ordinances, the City Clerk's Office will start on the meeting minutes. Just a reminder, all meeting minutes, ordinances, resolutions and proclamations from the start of the City in 1958 are available on the City's website.

## **Code Revisions**

City Attorney Burley provided modifications to Chapter 1 of the Bethel Municipal Code. The City Clerk's Office is reviewing the amendments when time is available.

## **Electronic Filing System for City Cemetery Records**

This project is complete. The office is now working on establishing a list of people who have outstanding payments due to the City for reservations and

plots. Additionally, the City is missing required information for the burial permits, including the death certificates which are not often available upon the issuance of the burial permit.

### **Demolition Hearing Preparation**

Although we have handled a handful of hearings over the past seven years, there is not a set procedure for processing the information nor is there an outlined procedure for the hearing itself. The City Clerk has worked closely with the City Attorney in drafting check lists and procedures for future hearings.

### **Action Meeting Minutes**

In 1997 the City Council adopted Robert's Rules of Order as governing procedures. According to Robert's Rules, meeting minutes are to be action minutes which as identified by Robert's is a record of what is done at the meeting, not what was said by the members.

The City Clerk's Office has again request and encouraged all committee and commission recorders to being using action minutes. A primary reason for this is to minimize the threat of lawsuit to the City by a comment or summery being included in the minutes that could be perceived as defamation or perhaps incorrect in its intent. Please let me know if you have questions on this issue.

### **Website**

A website training was held for City staff on the 1<sup>st</sup> of April.

The City Clerk's Office would like to dedicate sometime within the next few weeks to do a bit of a facelift to the City's site. Additionally, the City Clerk's Office assisted the Finance Department in establishing and uploading the link for the online bill pay.

### **Documents**

The City Clerk's Office drafted Ordinances 13-10 and 13-11 for the April 9<sup>th</sup> City Council packet.

# **Additional Information**

