



# City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

**Regular City Council Meeting**

February 24, 2015

6:30 P.M.

Council Chambers; Bethel, Alaska



# City Council Meeting Agenda

## Regularly Scheduled Meeting

### February 24, 2015-6:30 pm

#### City Hall 300 State Highway, Bethel, AK

#### City of Bethel Council Chambers

Rick Robb  
Mayor  
Term Expires 2015  
543-1879  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Leif Albertson  
Vice-Mayor  
Term Expires 2015  
543-2819  
[labertson@cityofbethel.net](mailto:labertson@cityofbethel.net)

Mark Springer  
Council Member  
Term Expires 2015  
545-1450  
[mspringer@cityofbethel.net](mailto:mspringer@cityofbethel.net)

Heather Pike  
Council Member  
Term Expires 2015  
444-7211  
[hpike@cityofbethel.net](mailto:hpike@cityofbethel.net)

Chuck Herman  
Council Member  
Term Expires 2016  
545-5394  
[cherman@cityofbethel.net](mailto:cherman@cityofbethel.net)

Zach Fansler  
Council Member  
Term Expires 2016  
545-3300  
[zfansler@cityofbethel.net](mailto:zfansler@cityofbethel.net)

Byron Maczynski  
Council Member  
Term Expires 2016  
545-0970  
[bmaczynski@cityofbethel.net](mailto:bmaczynski@cityofbethel.net)

Ann Capela  
City Manager  
543-2047  
[acapela@cityofbethel.net](mailto:acapela@cityofbethel.net)

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

Patty Burley  
City Attorney

Mary Sattler  
Lobbyist

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PEOPLE TO BE HEARD – Five minutes per person
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA
- VI. APPROVAL OF MEETING MINUTES
  - a) **P3** \*Special City Council Meeting February 10, 2015
  - b) **P5**\*Regular City Council Meeting February 10, 2015
- VII. REPORTS OF STANDING COMMITTEE
  - a) Public Safety and Transportation Commission
  - b) Port Commission
  - c) Planning Commission
  - d) Parks and Recreation Committee
  - e) Finance Committee
  - f) Public Works Committee
  - g) Energy Committee
  - h) Non Standing Committee Reports
- VIII. SPECIAL ORDER OF BUSINESS
  - a) USA Pool Update On The YK Regional Aquatic Training And Health Center (Mayor Robb)
- IX. UNFINISHED BUSINESS
  - a) **P33** Public Hearing Of Ordinance 15-03: Prohibiting The Consumption, Use Possession, Transfer, Display, Transportation, Sale Or Growing Of Marijuana In A Public Place (Vice-Mayor Albertson)
  - b) **P35** Public Hearing Of Ordinance 15-04: Prohibiting The Consumption Of Marijuana On City Owned Property (Vice-Mayor Albertson)
  - c) KYUK Appeal Hearing On The Denial Of A Public Request For Information (Mayor Robb)
- X. NEW BUSINESS
  - a) **P39** \*Resolution 15-05: Federal Support Requests (Mayor Robb)
  - b) **P41** \*Introduction Of Budget Ordinance 14-14(h): Amending The FY15 Budget – Water Treatment Equipment And Ladders Of Opportunity Grant (City Manager Capela)
  - c) **P49** \*Introduction Of Ordinance 15-05: Amending The City Of Bethel Terminal Tariff (Port Commission)
  - d) **P53** AM 15-09: Approving The Special City Council Meeting Date For Budget Preparation (City Manager Capela)
  - e) **P55** AM 15-10: Appointing Thomas Oosterman To The Port Commission (Mayor Robb)

Agenda posted on February 18, 2015, at City Hall, AC Co., Swansons, and the Post Office.

Adriane Welch, 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 March 10, 2015**)



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
February 24, 2015-6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

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- f) **P59** Contract Amendment Between The City Of Bethel And Sattler Strategies – Section 11.3 (Mayor Robb)
- g) \*Personal Time Off For City Attorney, March 5, 6 and 9, 2015 (Mayor Robb)

**XI. MAYOR'S REPORT**

**XII. MANAGER'S REPORT**

**XIII. CLERK'S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

**XV. EXECUTIVE SESSION**

- a) Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions (City Manager Capela)

**XVI. ADJOURNMENT**

Agenda posted on February 18, 2015, at City Hall, AC Co., Swansons, and the Post Office.

Adriane Welch, 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 March 10, 2015**)

# **Approval of the Minutes**

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on February 10, 2015 at 6:00pm, in the council chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 6:00pm.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Comprising a quorum of the Council, the following members were present: Mayor Rick Robb, Vice-Mayor Leif Albertson (participated telephonically), Council Member Chuck Herman, Council Member Heather Pike, Council Member Zach Fansler and Council Member Mark Springer (arrived after roll call)

Members Absent are:  
Council Member Byron Maczynski

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

**IV. PEOPLE TO BE HEARD**

David Trantham Jr.  
Two members of the Finance Committee are attending this meeting to listen and learn to the audit presentation.

**V. APPROVAL OF THE AGENDA**

**Main Motion:** To approve the Agenda.

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Moved by:	Fansler
Seconded by:	Herman
Action:	Motion carries by a vote of 5-0
In favor:	Fansler, Herman, Pike, Albertson and Robb
Opposed:	None

**VI. NEW BUSINESS**

**Item A** – City of Bethel Fiscal Year 2014 Financial Statements and Audit Presentation.

*Michael Drew with BDO, presented the audit report to the City Council.*

**Main Motion:** Extend the meeting for an additional 15 minutes.

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Moved by:	Fansler
Seconded by:	Herman
Action:	Motion carries by a vote of 5-0
In favor:	Fansler, Herman, Pike, Albertson and Robb
Opposed:	None

*Council Member Springer arrived at 6:32p.*

**Main Motion:** Adjourn.

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Moved by:	Herman
Seconded by:	Fansler
Action:	Motion carries by a vote of 6-0
In favor:	Fansler, Herman, Pike, Albertson, Robb and Springer
Opposed:	None

*Council adjourned at 6:45p.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on February 10, 2015 at 6:30pm, in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Comprising a quorum of the Council, the following members were present:  
Mayor Rick Robb, Vice-Mayor Leif Albertson (participated telephonically), Council Member Chuck Herman, Council Member Heather Pike, Council Member Zach Fansler and Council Member Mark Springer (arrived after roll call)

Members Absent are:  
Council Member Byron Maczynski

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

**IV. PEOPLE TO BE HEARD**

Daysha Eaton, KYUK News Director-  
Encouraged the Council to consider granting the release of information provided in the appeal hearing.

Eric Middlebrook-  
Spoke generally in favor of Ordinance 15-01 however suggested there be modifications to include a definition for commercial.  
The wind is picking up in the community. Would like to see some records on the costs associated with the maintenance and operations of the City's wind turbine.

David Trantham Jr. –  
Received a letter from administration in June 14, 2014 indicating that as an outcome of the City's 2014 internal investigation the Territorial Guard Board must follow specific procurement processes when spending grant funds.

The Board received a State audit on the grant spending and received a five star rating on their spending. Requested the Council to release the un-redacted investigative audit to the public.

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

<b>Main Motion:</b>	To approve the Consent and Regular Agenda.
Moved by:	Pike
Seconded by:	Springer
Action:	Motion carries by a vote of 6-0
In favor:	Fansler, Herman, Pike, Albertson, Springer and Robb
Opposed:	None
<b>Primary Amendment:</b>	Amend the agenda to move Special Order of Business Item B and move it under approval of the agenda.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carries by a vote of 6-0
In favor:	Fansler, Herman, Pike, Albertson, Springer and Robb
Opposed:	None
<b>Consent Agenda Removal:</b>	Resolution 15-03 and Ordinance 15-03 and 15-04.
Moved by:	Robb
<b>Primary Amendment:</b>	Move New Business Item F, Appeal to follow Special Orders of Business.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carries by a vote of 6-0
In favor:	Fansler, Herman, Pike, Albertson, Springer and Robb
Opposed:	None

**VI. APPROVAL OF THE MEETING MINUTES**

**Item A** – Regular City Council Meeting January 27, 2015.  
*Passed on the consent agenda.*

**VII. REPORTS OF STANDING COMMITTEES**

**Item A** - Port Commission –  
 Pete Williams, Port Director-  
 Review the FY15 Budget.  
 Review of the Terminal Tariff.

**Item B** - Planning Commission –  
Council Representative Heather Pike-  
Public Hearing for easement vacation.  
Modification to BMC Tile 16.

**Item C** - Public Safety and Transportation Commission-  
Council Representative Chuck Herman-  
A meeting has not been held due to a lack of a quorum.

**Item D** - Energy Committee –  
Zach Fansler, Council Representative-  
Alternative Energy Reports.  
Gasification Project and Renewable Energy Projects around the State.  
The Council should be receiving some recommendations from the Committee within  
the next few meetings.  
Also discussed the necessity of gathering data from the wind turbine to see what the  
analysis of operational costs and savings are.

**Item E** - Public Works Committee-  
Zef Lakhani, Public Works Director-  
A meeting has not been held since the last City Council Meeting.

**Item F** - Finance Committee-  
Leif Albertson, Council Representative-  
Preview of the Financial Audit for FY 2014.

**Item G** - Parks and Recreations Committee-  
Richard Robb, Council Representative –  
A meeting was not held due to a lack of a quorum.

**Item H** – Non Standing Committee

## **VIII. SPECIAL ORDER OF BUSINESS**

**Item A**- USA Pool Update On The YK Regional Aquatic Training and Health Center.  
Raunika Ray, USA Pool Representative –  
363,000 in revenue so far in the eight month operating budget.

### ***New Business***

**Item E** – KYUK Appeal of Denial of Record Request.

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

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Moved by: Herman

Seconded by: Pike

Action: Motion carries by a vote of 5-1

In favor: Fansler, Herman, Pike, Albertson and Springer

Opposed: Robb

## IX. UNFINISHED BUSINESS

**Item A**-Public Hearing of Ordinance 15-01: Establishing Chapter 12.10 Utility Permits.

*Mayor Robb opened the Public Hearing.*

Mr. Trantham –Requested the Council to not over task the Public Works Director.

*Mayor Robb closed the Public Hearing.*

**Main Motion:** Adopt Ordinance 15-01.

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Moved by: Fansler

Seconded by: Herman

Action: Motion carries by a vote of 6-0

In favor: Fansler, Herman, Pike, Albertson Springer and Robb

Opposed: None

**Item B**-Public Hearing of Ordinance 15-02: Amending Bethel Municipal Code 13.12.290 Landfill Use.

*Mayor Robb opened the Public Hearing.*

Mr. Trantham –Believes in transparency and full disclosure, the auditor provided some important information related to this Ordinance. The Solid Waste Enterprise Fund made a net profit of over \$200,000 in FY 2014; spoke in opposition to the Council increasing the rates identified in the Ordinance.

*Mayor Robb closed the Public Hearing.*

**Main Motion:** Adopt ordinance 15-02.

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Moved by: Herman

Seconded by: Fansler

Action: Motion does not carry by a vote of 2-4

In favor: Albertson and Herman

Opposed: Fansler, Pike, Springer and Robb

**Subsidiary****Motion:** Suspend the rules to hear from the Public Works Director.

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Moved by:	Pike
Seconded by:	Herman
Action:	Motion carries by a vote of 6-0
In favor:	Fansler, Herman, Pike, Albertson Springer and Robb
Opposed:	None

**Primary****Amendment:** Strike "Residential and" under Subsection C.

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Moved by:	Springer
Seconded by:	Fansler
Action:	Motion carries by a vote of 6-0
In favor:	Fansler, Herman, Pike, Albertson Springer and Robb
Opposed:	None

**Item C**-Public Hearing of Ordinance 14-14 (g): Amending The FY 2015 Budget, Police Personnel.

*Mayor Robb opened the Public Hearing.*

No one present to be heard.

*Mayor Robb closed the Public Hearing.*

**Main Motion:** Adopt Ordinance 14-14 (g).

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Moved by:	Springer
Seconded by:	Fansler
Action:	Motion carries by a vote of 6-0
In favor:	Fansler, Herman, Pike, Albertson Springer and Robb
Opposed:	None

**X. NEW BUSINESS**

**Item A** – Resolution 15-03: Supporting The Funding of Community Revenue Sharing In the State's Fiscal Year 2016 Budget.

**Main Motion:** Adopt Resolution 15-03.

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Moved by:	Springer
Seconded by:	Pike
Action:	Motion carries by a vote of 5-1
In favor:	Fansler, Herman, Albertson, Springer and Robb
Opposed:	Pike

**Item B-** Resolution 15-04: A Resolution Certifying The Municipality Of Bethel Did Suffer Significant Effects During the Program Base Year From Fisheries Business Activities.

*Passed on the consent agenda.*

**Item C-** Introduction of Ordinance 15-03: Prohibiting The Consumption, Use, Possession, Transfer, Display, Transportation, Sale Or Growing Of Marijuana In A Public Place.

**Main Motion:** Introduce Ordinance 15-03.

Moved by:	Springer
Seconded by:	Albertson
Action:	Motion carries by a vote of 5-1
In favor:	Fansler, Herman, Albertson, Springer and Robb
Opposed:	Pike

**Main Motion:** Postpone until the next Regular Council Meeting.

Moved by:	Springer
Seconded by:	Pike
Action:	Motion does not carries by a vote of 2-4
In favor:	Pike and Springer
Opposed:	Fansler, Herman, Albertson and Robb

To strike in its entirety Section 9.07 and insert under Section 9.07 B.3. "Public Place: streets, highways, alleyways, vehicles for hire and public transportation; schools and school yards, public parks and playgrounds, places of business except as permitted by ordinance, regulation, statutes or permit; private establishment unless authorized by the proprietor, places of entertainment attractive to individuals under the age of 21, and other physical locations as detailed in BMC 8.10.080 or any location with posted No Smoking signs".

**Primary Amendment :**

Moved by:	Springer
Seconded by:	Pike
Action:	Motion does not carry by a vote of 3-3
In favor:	Fansler, Robb and Springer
Opposed:	Pike, Herman and Albertson

**Secondary Amendment:**

Amend the amendment to insert "means a place to which the public or a substantial group of persons has access and includes"

Moved by:	Springer
Seconded by:	Fansler
Action:	Motion carries by a vote of 4-2
In favor:	Springer, Robb, Herman and Fansler
Opposed:	Pike and Albertson

**Item D-** Introduction of Ordinance 15-04: Prohibiting The Consumption, Use Possession, Transfer, Display, Transportation, Sales or Growing Of Marijuana On All City Owned Property.

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

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Moved by:	Springer
Seconded by:	Pike
Action:	Motion does not carry by a vote of 1-5
In favor:	Pike
Opposed:	Springer, Albertson, Robb, Herman and Fansler

**Main Motion:** Introduce Ordinance 15-04.

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Moved by:	Albertson
Seconded by:	Herman
Action:	Motion carries by a vote of 4-2
In favor:	Springer, Fansler, Herman and Albertson
Opposed:	Pike and Robb

**Main Motion:** Amend to Strike under Section 8.11 A. "possess, transfer, transport."

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Moved by:	Fansler
Seconded by:	Springer
Action:	Motion carries by a vote of 5-1
In favor:	Springer, Albertson, Robb, Herman and Fansler
Opposed:	Pike

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

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Moved by:	Springer
Seconded by:	Pike
Action:	Motion does not carry by a vote of 2-4
In favor:	Springer and Pike
Opposed:	Albertson, Robb, Springer, Herman and Fansler

**Main Motion:** Amend Chapter 8.11 Subsection C. to strike "up to five hundred (\$500)" and insert "one hundred (\$100)."

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Moved by:	Pike
Seconded by:	Herman
Action:	Motion does not carry by a vote of 3-3
In favor:	Pike, Robb and Herman
Opposed:	Albertson, Springer and Fansler

**XI. MAYOR'S REPORT**

**Main Motion:** Suspend the rules for not longer than five minutes to hear from Dave Trantham.

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Moved by:

Pike

Seconded by:

Springer

Action:

Motion carries by a vote of 6-0

In favor:

Springer, Pike, Albertson, Robb, Springer, Herman and Fansler

Opposed:

None

*Council Member Springer departed the meeting at 10:45p.*

## **XII. MANAGER'S REPORT**

## **XIII. CLERK'S REPORT**

## **XIV. COUNCIL MEMBER COMMENTS**

Council Member Zach Fansler-

Thanked the Finance Department for their hard work during the audit process.

Thanked the City Administration for all of the information on the Ridgecrest project.

Really enjoys reading the Director Reports.

The debates between this council must be fueled by the community's voice.

Encourages the public to contact him so that he know where the public stands on issues.

Wants to make sure the City doesn't rush into the marijuana issue, it needs to be done with caution.

Council member Heather Pike-

The marijuana debate is going to be a hard one, thanked the council for their hard discussion on the issue.

Council Member Chuck Herman-

No comment.

Vice-Mayor Albertson-

Thanked the Finance Department for their hard work on the audit.

There will continue to be long discussion on issues, appreciates all of the Council's efforts. Encourages the public to engage in the public hearing process so the Council know where the community stands on these important issues.

Mayor Richard Robb-

The entire state is going to be facing some major adjustments with the new marijuana laws.

Looks forward to representing the City in Juneau for the lobbying efforts.

## **XV. ADJOURNMENT**

**Main Motion:** Adjourn

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Moved by: Fansler

Seconded by: Herman

Action: Motion carries by a vote of 5-0

In favor: Springer, Pike, Albertson, Robb, Herman and Fansler

Opposed: None

*Council adjourned at 10:51 p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

# **Reports of Standing Committees**



## Planning Commission Meeting Agenda

Regular Meeting Thursday February 12, 2015  
6:30PM

City Hall Council Chambers 300 Chief Eddie Hoffman Highway

### MEMBERS

John Guinn  
Vice-Chair  
Term Expires  
12/2015

Joy Shantz  
Chair  
Term Expires  
12/2015

Heather Pike  
Council Rep.  
Term Expires  
10/2015

Kathy Hanson  
Committee Member  
Term Expires  
12/2016

Cliff Linderth  
Committee Member  
Term Expires  
12/2017

Vacant

Rachael Pitts  
Ex-Officio Member,  
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (5 Minute Limit)
- IV. APPROVAL OF THE MINUTES OF JANUARY 8, 2015 MEETING
- V. APPROVAL OF AGENDA
- VI. NEW BUSINESS
  - A. Public Hearing: Application for Vacating an Easement: Lot 38D, Plat 83-36.  
The applicant is Shawn Ahlo. The address is 1517 Chief Eddie Hoffman Highway, Bethel, Alaska. The request is to vacate an undesignated easement.
- VII. UNFINISHED BUSINESS
  - A. Public Hearing: Amendments to the Bethel Municipal Code, Title 16  
Planning, Land Use, Platting and Development.
- VIII. DIRECTOR'S REPORT
- IX. COMMISSIONER'S COMMENTS
- X. ADJOURNMENT

# City of Bethel

## Port Commission Meeting Agenda

Regularly Scheduled Meeting

February 17, 2015 - 7 pm

City Council Chambers, City Hall, Bethel, AK



### **Commissioners**

Alan Murphy  
Chair  
Term Expires 2015  
(907)543-2805

Greg Roczicka  
Vice-Chair  
Term Expires 2017  
(907)543-2903  
[groczicka@hotmail.com](mailto:groczicka@hotmail.com)

Mark Springer  
Council Rep.  
Term Expires 2015  
(907)543-1297  
[mspringer@cityofbethel.net](mailto:mspringer@cityofbethel.net)

Richard Pope  
Port Commissioner  
Term Expires 2017  
(907)543-1900  
[bethelalaskapc@qci.net](mailto:bethelalaskapc@qci.net)

### **Ex-Officio**

Peter A. Williams,  
Port Director  
(907)545-4150  
[pwilliams@cityofbethel.net](mailto:pwilliams@cityofbethel.net)

Edward Flores  
Port Admin  
(907)543-2310  
[eflores@cityofbethel.net](mailto:eflores@cityofbethel.net)

- i. **CALL TO ORDER**
- ii. **ROLL CALL**
- iii. **PEOPLE TO BE HEARD**
- iv. **APPROVAL OF AGENDA**
- v. **APPROVAL OF MINUTES FROM THE REGULAR MEETINGS**
- vi. **DEPARTMENT HEAD COMMENTS**
- vii. **UNFINISHED BUSINESS**  
BMC CHAPTER 14.01-14.03
- viii. **NEW BUSINESS**  
FY-15 FY-16 MUNICIPAL DOCK BUDGET  
TERMINAL TARIFF #004  
ORDINANCE #15-05
- ix. **COMMISSION MEMBER'S COMMENTS**
- x. **ADJOURNMENT**



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**PUBLIC NOTICE**  
**REGULAR MEETING OF THE**  
**Bethel Public Transit Committee**  
**Thursday February 19, 2015 at 6:30pm**  
**Meeting Place: Bethel City Council Chambers**  
**Bethel City Hall**

**AGENDA**

**Members**

Glen Watson  
Transit Chair

Eric Pavil  
ONC IRR Program Dir.  
Committee Member

Arvin Dull  
Committee Member

Jesse Hunter  
Committee Member

Robert Lekander  
Committee Member

John Sargent  
COB Grant Manager  
Committee Member

**Ex-Officio Members**

Ann Capela  
City Manager

Bill Ferguson  
Transit Manager

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETINGS
- VI. TRANSIT MANAGER REPORT
- VII. Old BUSINESS
  - A. FY 16 Transit Grant Application
  - B. FY 15 Grant New Bus Status
  - C. Bus Stop Shelters Status
- VIII. NEW BUSINESS
  - A.
- IX. DISCUSSION
  - A. Other sources of revenue
  - B. Budget comparison: FY 2012 to FY 2016
  - C. Aquatic Health and Safety Center
- IX. COMMITTEE MEMBER'S COMMENTS
- X. ADJOURNMENT

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POSTED: February 13, 2015  
AC Quick Stop, Swanson's Groc., Post Office, Omni-Q2, and CITY HALL  
Next meeting will be, **March 19, 2015**

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# City of Bethel, Alaska

## Planning Commission

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February 12, 2015

Regular Meeting

Bethel, Alaska

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### **I. CALL TO ORDER**

A regular meeting of the Planning Commission was held on at 6:30 pm in the City Hall conference room in Bethel, Alaska. Chairman, Joy Shantz, called the meeting to order at 6:30 pm.

### **II. ROLL CALL**

PRESENT: Joy Shantz and Kathy Hanson. ABSENT: John Guinn, Heather Pike, and Cliff Linderoth. STAFF: Rachael Pitts

*Due to a lack of a quorum, the meeting is adjourned.*

The next meeting will be on March 12, 2015.

\_\_\_\_\_  
Joy Shantz, Chairman

\_\_\_\_\_  
Betsy Jumper, Recorder



## Planning Commission Meeting Agenda Special Meeting

Tuesday, February 24, 2015

12:00 NOON

City Hall Council Chambers 300 Chief Eddie Hoffman Highway

### MEMBERS

Joy Shantz  
Chair  
Term Expires  
12/2015

John Guinn  
Vice-Chair  
Term Expires  
12/2015

Heather Pike  
Council Rep.  
Term Expires  
10/2015

Kathy Hanson  
Committee Member  
Term Expires  
12/2016

Cliff Linderth  
Committee Member  
Term Expires  
12/2017

Vacant

Rachael Pitts  
Ex-Officio Member

Betsy Jumper  
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD (5 Minute Limit)
- V. APPROVAL OF AGENDA
- VI. NEW BUSINESS
  - A. Public Hearing-- Application for Vacating an Easement: Lot 38 D, plat 83-36.  
The Applicant is Shawn Ahlo. The address is 1517 Chief Eddie Hoffman Highway, in Bethel, AK. The request is to vacate an undesignated easement.
  
- XI. ADJOURNMENT



# City of Bethel

## Finance Committee Agenda

Monday, February 23, 2015 – 6:30 p.m.

Council Chambers, Bethel, Alaska

Carol Ann Willard  
Finance Committee Chair

Mike Shantz  
Finance Committee Vice Chair

Leif Albertson  
City Council Representative

Milanna Shear  
Finance Committee Member

Dave Trantham, Jr.  
Finance Committee Member

Jon Cochrane  
Finance Committee Member

Delbert Egoak  
Finance Committee Member

Emily Russell  
Alternate Committee Member

Vacant  
Alternate Committee Member

Hansel Mathlaw  
Finance Director  
543-1376  
[hmathlaw@cityofbethel.net](mailto:hmathlaw@cityofbethel.net)

Tonya Hendrix  
Assistant Finance Director  
543-1375  
[thendrix@cityofbethel.net](mailto:thendrix@cityofbethel.net)

Carole Jung  
Recorder  
543-3150  
[cjung@cityofbethel.net](mailto:cjung@cityofbethel.net)

### I. CALL TO ORDER

### II. ROLL CALL

### III. PEOPLE TO BE HEARD Five minutes per person

### IV. APPROVAL OF AGENDA

### V. APPROVAL OF MINUTES of January 26, 2015

### VI. Special Order of Business

#### a. Committee & Commissions Training – City Clerk

### VII. NEW BUSINESS

#### a. Future Finance Committee Agenda Items – Finance Director

### VIII. OLD BUSINESS

#### a. FY14 Audit – Finance Director

### IX. COUNCIL REP. COMMENTS

### X. FINANCE DIRECTOR'S COMMENT

### XI. FINANCE COMMITTEE MEMBER COMMENTS

### XII. ADJOURNMENT

Posted on February 18, 2015 at City Office, AC Quick Stop, Corina's Case-lot, & Post Office

Tonya Hendrix, Assistant Finance Director for Carole Jung -Recorder

# **Special Order of Business**

# **Unfinished Business**

## *CITY OF BETHEL, ALASKA*

### **Ordinance #15-03**

#### **AN ORDINANCE AMENDING ADDING SECTION 9.01 ~~9.07~~ OF THE BETHEL MUNICIPAL CODE TO ADD A PROHIBITION AGAINST THE CONSUMPTION OF MARIJUANA IN A PUBLIC PLACE**

**WHEREAS**, Ballot Measure 2 – An Act to Tax and Regulate the Production, Sale and use of Marijuana, as codified as Alaska Statutes 17.38, provides for the legalization of marijuana, was passed by the voters in the recent state election and certified on November 28, 2014 by the State of Alaska, Division of Elections; and

**WHEREAS**, newly enacted AS 17.38.040 states:

#### **Public consumption banned, penalty.**

It is unlawful to consume marijuana in public. A person who violates this section is guilty of a violation punishable by a fine of up to \$100. ; and

**WHEREAS**, the State statute does not define "public"; and

**WHEREAS**, the state statute does not discuss or mandate any enforcement mechanism; and

**WHEREAS**, the effective date of the state marijuana statute is February 24, 2015; and

**WHEREAS**, the City of Bethel previously passed an Ordinance adopting any minor offenses as they presently existed or as they may be revised [or added] in the future;

**WHEREAS**, with the enactment of AS 17.38.040, the City automatically adopts this new minor offense; and

**WHEREAS**, the City would like to clarify what is a "public place" for purposes of enforcing this new minor offense

**Now, THEREFORE BE IT ENACTED** by the City Council of Bethel Alaska as follows:

Bethel Municipal code chapter ~~9.04~~ 9.07, Minor Offenses, is hereby amended by adding a new section to read as follows:

9.02 9.07 Consuming Marijuana in a Public Place

- A. It is unlawful for any person to consume marijuana when the person is:
  - 1. On, in or upon any public place, except as permitted by ordinance, regulation, statute or permit; or
  - 2. Outdoors on property adjacent to a public place, and without consent of the owner or person in control thereof.
  
- B. For purposes of this section, the definitions of the words and phrases below shall apply:
  - 1. Consume: shall have the meaning, in all conjugate forms, of "consumption" set forth in AS 17.38.900.
  - 2. Marijuana: shall have the meaning set forth in AS 17.38.900.
  - 3. Public Place: means a place to which the public or a substantial group of persons has access and includes, but is not limited to, streets, highways, sidewalks, alleys, transportation facilities, parking areas, sports fields, schools, places of business or amusement, shopping centers, malls, parks, playgrounds, prisons or detention centers, and hallways, lobbies, doorways and other portions of apartment houses and lodging facilities not constituting apartments designed for actual residence.
  
- C. Violation of this section is a minor offense punishable as set forth in the minor offenses fine schedule.

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

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

**ENACTED THIS \_\_\_\_\_ DAY OF FEBRUARY 2015, BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

ATTEST:

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

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

# *Suggested Amendments from Vice-Mayor Albertson*

Additions to the document are identified with " [ ] "

## **Ordinance #15-03**

### **AN ORDINANCE AMENDING ~~ADDING~~ SECTION ~~9.01~~ 9.07 OF THE BETHEL MUNICIPAL CODE TO ADD A PROHIBITION AGAINST THE CONSUMPTION OF MARIJUANA IN A PUBLIC PLACE**

**WHEREAS**, Ballot Measure 2 – An Act to Tax and Regulate the Production, Sale and use of Marijuana, as codified as Alaska Statutes 17.38, provides for the legalization of marijuana, was passed by the voters in the recent state election and certified on November 28, 2014 by the State of Alaska, Division of Elections; and

**WHEREAS**, newly enacted AS 17.38.040 states:

#### **Public consumption banned, penalty.**

It is unlawful to consume marijuana in public. A person who violates this section is guilty of a violation punishable by a fine of up to \$100. ; and

**WHEREAS**, the State statute does not define "public"; and

**WHEREAS**, the state statute does not discuss or mandate any enforcement mechanism; and

**WHEREAS**, the effective date of the state marijuana statute is February 24, 2015; and

**WHEREAS**, the City of Bethel previously passed an Ordinance adopting any minor offenses as they presently existed or as they may be revised [or added] in the future;

**WHEREAS**, with the enactment of AS 17.38.040, the City automatically adopts this new minor offense; and

**WHEREAS**, the City would like to clarify what is a "public place" for purposes of enforcing this new minor offense

**NOW, THEREFORE BE IT ENACTED** by the City Council of Bethel Alaska as follows:

Bethel Municipal code chapter ~~9.01~~ 9.07, Minor Offenses, is hereby amended by adding a new section to read as follows:

**[9.07 – Drug and Alcohol Offenses]**

9.02 9.07 [.010] Consuming Marijuana in a Public Place

- A. It is unlawful for any person to consume marijuana when the person is:
1. On, in or upon any public place, except as permitted by ordinance, regulation, statute or permit; or
  2. Outdoors on property adjacent to a public place, and without consent of the owner or person in control thereof.
- B. For purposes of this section, the definitions of the words and phrases below shall apply:
1. *Consume*: shall have the meaning, in all conjugate forms, of "consumption" set forth in AS 17.38.900.
  2. *Marijuana*: shall have the meaning set forth in AS 17.38.900.
  3. *Public Place*: means a place to which the public or a substantial group of persons has access and includes, but is not limited to, streets, highways, sidewalks, alleys, transportation facilities, parking areas, sports fields, schools, places of business or amusement, shopping centers, ~~malls~~, parks, playgrounds, ~~prisons or detention centers~~, and [portions of lodging facilities (hotels/motels) open to the general public.] ~~hallways, lobbies, doorways and other portions of apartment houses and lodging facilities not constituting apartments designed for actual residence.~~
- C. Violation of this section is a minor offense punishable as set forth in the minor offenses fine schedule.
-

## *CITY OF BETHEL, ALASKA*

### **Ordinance #15-04**

#### **AN ORDINANCE ADDING SECTION 8.11 TO THE BETHEL MUNICIPAL CODE TO ADD A PROHIBITION AGAINST THE CONSUMPTION OF MARIJUANA ON CITY OWNED PROPERTY**

**WHEREAS**, Ballot Measure 2 – An Act to Tax and Regulate the Production, Sale and use of Marijuana, as codified as Alaska Statutes 17.38, provides for the legalization of marijuana, was passed by the voters in the recent state election and certified on November 28, 2014 by the State of Alaska, Division of Elections; and

**WHEREAS**, newly enacted AS 17.38.120 states, in pertinent part:

#### **Employers, Driving, Minors and Control of Property**

- (d) Nothing in this chapter shall prohibit a person, employer, corporation or other entity who occupies, owns or controls private property from prohibiting or otherwise regulating the possession, consumption, use display, transfer, distribution, sale, transportation, or growing of marijuana on or in that property ; and

**WHEREAS**, the City of Bethel currently prohibits smoking in all of its buildings; and

**WHEREAS**, the City of Bethel employs several individuals who hold Commercial Driver's Licenses (CDL) or are involved with the public as part of their official duties; and

**WHEREAS**, the City of Bethel currently prohibits the use of alcohol and drugs on all of its premises as required by many of the City's grants;

**Now, THEREFORE BE IT ENACTED** by the City Council of Bethel Alaska as follows:

Bethel Municipal code chapter 8, Health and Safety, is hereby amended by adding a new section to read as follows:

8.11 Prohibition of Marijuana on City owned Properties

- A. It is unlawful to ~~possess~~, consume, use, display, ~~transfer~~, distribute, sell, transport or grow marijuana on any city owned property.
- B. For purposes of this section, the definitions of the words and phrases below shall apply:
  - 1. Consume: shall have the meaning, in all conjugate forms, of "consumption" set forth in AS 17.38.900.
  - 2. Marijuana: shall have the meaning set forth in AS 17.38.900.
- C. Violation of this section is a minor offense punishable by a fine of up to five hundred (\$500) dollars.

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

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

**ENACTED THIS \_\_\_\_\_ DAY OF FEBRUARY 2015, BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

ATTEST:

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

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

# *Suggested Amendments from Vice-Mayor Albertson*

Additions to the document are identified with " [ ] "

## **Ordinance #15-04**

### **AN ORDINANCE ADDING SECTION 8.11 TO THE BETHEL MUNICIPAL CODE TO ADD A PROHIBITION AGAINST THE CONSUMPTION [ , USE, DISPLAY, DISTRIBUTION, SALE AND GROWTH] OF MARIJUANA ON CITY OWNED PROPERTY**

**WHEREAS**, Ballot Measure 2 – An Act to Tax and Regulate the Production, Sale and use of Marijuana, as codified as Alaska Statutes 17.38, provides for the legalization of marijuana, was passed by the voters in the recent state election and certified on November 28, 2014 by the State of Alaska, Division of Elections; and

**WHEREAS**, newly enacted AS 17.38.120 states, in pertinent part:

#### **Employers, Driving, Minors and Control of Property**

- (d) Nothing in this chapter shall prohibit a person, employer, corporation or other entity who occupies, owns or controls private property from prohibiting or otherwise regulating the possession, consumption, use display, transfer, distribution, sale, transportation, or growing of marijuana on or in that property ; and

**WHEREAS**, the City of Bethel currently prohibits smoking in all of its buildings; and

**WHEREAS**, the City of Bethel employs several individuals who hold Commercial Driver's Licenses (CDL) or are involved with the public as part of their official duties; and

**WHEREAS**, the City of Bethel currently prohibits the use of alcohol and drugs on all of its premises as required by many of the City's grants;

**NOW, THEREFORE BE IT ENACTED** by the City Council of Bethel Alaska as follows:

Bethel Municipal code chapter 8, Health and Safety, is hereby amended by adding a new section to read as follows:

#### 8.11 Prohibition of Marijuana on City owned Properties

- A. It is unlawful to possess, consume, use, display, transfer, distribute, sell, transport or grown marijuana on any city owned property.
- B. For purposes of this section, the definitions of the words and phrases below shall apply:
-

1. Consume: shall have the meaning, in all conjugate forms, of "consumption" set forth in AS 17.38.900.
  2. Marijuana: shall have the meaning set forth in AS 17.38.900.
- C. Violation of this section is a minor offense punishable by a fine of up to five hundred (\$500) dollars.

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

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

**ENACTED THIS \_\_\_\_\_ DAY OF FEBRUARY 2015, BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

ATTEST:

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

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

# **New Business**

## *CITY OF BETHEL, ALASKA*

### **Resolution # 15-05**

**A RESOLUTION BY THE CITY OF BETHEL REQUESTING, CONTINUED FUNDING FOR PAYMENT IN LIEU OF TAXES; APPROPRIATIONS THROUGH THE ARMY CORP OF ENGINEERS AND OTHER AGENCIES FOR PORT MAINTENANCE AND IMPROVEMENT PROJECTS FOR BETHEL; FEDERAL EFFORTS FOR ALTERNATIVE ENERGY IN RURAL ALASKA; FEDERAL SUPPORT FOR HIGH VOLTAGE, DIRECT CURRENT ELECTRIC GRID AND SUPPORTING NATURAL GAS OR LIQUID PROPANE AS A LOWER COST ENERGY TO RURAL ALASKA**

**WHEREAS**, the City of Bethel has many unmet needs;

**WHEREAS**, the people of Bethel pay taxes and contribute to the U.S.;

**WHEREAS**, the City of Bethel provides much needed resources including public safety, streets and roads, public utilities, planning and recreation;

**WHEREAS**, the federal government has recognized the inability for local government to collect taxes on federal land and activities, and this impacts the financial viability of the local governments;

**NOW, THEREFORE, BE IT RESOLVED** by the Bethel City Council, requests continued funding for payment in lieu of taxes (PILT).

**WHEREAS**, Bethel is the "Deep Sea Port of the Kuskokwim";

**WHEREAS**, Bethel and the region rely on marine navigation and transport for many needed items;

**WHEREAS**, we serve not only Bethel but the Kuskokwim region;

**WHEREAS**, we have many infrastructure issues with our port, city dock, sea wall, and petroleum dock;

**WHEREAS**, we are unable to fund all needed repairs;

Introduced by: Mayor Robb  
Date: February 24, 2015  
Action:  
Vote:

**NOW, THEREFORE, BE IT RESOLVED** by the Bethel City Council, the City of Bethel requests appropriations through the Army Corp of Engineers and other agencies for port maintenance and improvement projects for Bethel, Alaska

**WHEREAS**, energy prices are extremely high in rural Alaska;

**WHEREAS**, we rely primarily on barged diesel and gasoline;

**WHEREAS**, the people and City of Bethel have not benefited from recent drops in oil prices;

**WHEREAS**, the people and City of Bethel would benefit from lower energy prices and alternative energy sources;

**NOW, THEREFORE, BE IT RESOLVED** by the Bethel City Council, the City of Bethel supports federal efforts for alternative energy in rural Alaska including wind, hydroelectric, tidal; the City of Bethel requests federal support for a High Voltage, Direct Current electric grid fueled by North Slope natural gas for rural Alaska, including Bethel; the City of Bethel supports efforts to bring natural gas or liquid propane as a lower cost energy to rural Alaska

**WHEREAS**, the State of Alaska relies primarily on oil taxes;

**WHEREAS**, oil production and prices have declined;

**NOW, THEREFORE, BE IT RESOLVED** by the Bethel City Council, the City of Bethel supports continued oil and gas exploration in Alaska and the City of Bethel supports opening of the coastal plain of the Arctic National Wildlife Refuge (ANWR) to oil and gas exploration and development.

**ENACTED THIS \_\_ DAY OF FEBRUARY, 2015 BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

ATTEST:

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

\_\_\_\_\_  
Lori Stickler, City Clerk

\_\_\_\_\_  
City of Bethel, Alaska

\_\_\_\_\_  
Resolution #15-05

Action:  
 Vote:

## CITY OF BETHEL, ALASKA

### ORDINANCE #14-14 ( h )

#### An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2015 Budget

**Be it Enacted by the Bethel City Council** that the FY 2015 Annual Budget be amended as follows:

**Section 1.** That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2015, July 1, 2014 to June 30, 2015.

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

#### Water & Sewer Fund ( 51 )

##### Budget Modification

Change to Water & Sewer Utility Enterprise Appropriations

	<b>Increases</b>	
51-83-770	Bethel Heights Water Treatment Plant-Logic Control	10,000
51-84-770	City Sub. Water Treatment Plant-Logic Control	43,300
51-86-669	Main Sewer Pump Station-Other Purchased Services	26,700
	Total Increase	<b>80,000</b>
<b>TOTAL</b>	<b>Net Change to Water &amp; Sewer Utility Appropriations</b>	<b>80,000</b>

##### Budget Modification

Change to General fund IN KIND MATCH & TRANSFER

	<b>Decrease</b>	
10-73-653	Cash XFER to WATER/SEWER FUND	(200,948)
	Total Decrease	(200,948)
	<b>Increase</b>	
10-73-692	Xfer to Grant Match	10,624
	Total Increase	10,624
<b>TOTAL</b>	<b>Net Change to IN KIND MATCH &amp; TRANSFER</b>	<b>(190,324)</b>

##### Budget Modification

Change to Water & Sewer Utility Enterprise OPERATING REVENUES

	<b>Increases</b>	
51-42-410	Trucked Water Revenue	193,986
51-42-414	Unmetered Piped Water Residential	110,664
51-43-412	Metered Piped Sewer Comm.	1,458
51-43-414	Unmetered Piped Sewer Residential	51,891
	Total Increase	357,999
	<b>Decreases</b>	
51-42-412	Metered Piped Water Comm.	(38,464)
51-43-411	Trucked Sewer	(38,587)
	Total Decrease	(77,051)
<b>TOTAL</b>	<b>Net Change to Water &amp; Sewer Utility Revenues</b>	<b>280,948</b>

##### Budget Modification

Change to Water & Sewer Utility Enterprise OPERATING TRANSFERS IN

	<b>Decreases</b>	
51-46-490	Operating Transfer In - General Fund	(200,948)
	Total Decrease	(200,948)
<b>TOTAL</b>	<b>Net Change to Water &amp; Sewer Utility Transfers (In) Out</b>	<b>(200,948)</b>

#### **TOTAL CHANGE TO OVERALL CITY BUDGET**

	<i>Change to Revenues Increase/(Decrease)</i>	<b>280,948</b>
--	---	----------------



## CITY OF BETHEL

Finance Director's Office

P.O. Box 1388

Bethel, Alaska 99559

Ph. (907) 543-1376

Fax (907) 543-5294

# Memorandum

**To:** Bethel City Council  
**Cc:** Ann K. Capela  
**From:** Hansel L Mathlaw, Finance Director  
**Date:** February 17, 2015  
**Re:** Justifications for Budget Modification Request

---

Listed below is an explanation for the budget modification requested in Ordinance 14-14 (h)

---

Public Works Director, Muzaffar Lakhani, has requested an increase in appropriation for the Water and Sewer Utility Enterprise Fund. Mr. Lakhani's request follows:

The City Subdivision Water Treatment Plant, Bethel Heights Water Treatment Plant and the Main Sewer Pump Station are in need of repair to maintain the operations to deliver essential water services.

### **I.**

- 1) A power failure in the Bethel Heights Water Treatment Plant area on Friday night, Feb. 6<sup>th</sup>, 2015 caused a complete computer failure and lockouts. The City's staff was unable to solve the problem. A technician from "Tech Pro" Anchorage was retained by the City on an emergency basis and replaced the touch Screen on the PLC and performed the necessary repairs. The system is running tenuously. The quotation for this work is in the range of \$9,800.00. The PWC Director is requesting a budget modification of \$10,000.00 to the Bethel Heights W.T.P. Line item #51-83-770
- 2) The interface of the Programmable Logic Controller (PLC) at the City Subdivision Water Treatment Plant is burnt out and is also non-functional. It does not record and read any crucial information about the different pump station systems. The City has received from an existing vendor within a current larger water project, CCI Automated Technologies, a quote " to replace this PLC, Panel View Touch screen, Circuit Breaker, Pressure Switches Power Supply and other necessary accessories. The quote in the amount of \$ 43,239.00 includes 5 working days, room and board, one air fare and freight etc. The PW Director requests a budget modification of \$

43,239.00 in City Sub water treatment plant line item #51-84-770.

CCI has done comprehensive survey of the Bethel water system and is familiar with the city's WTP Systems and can perform the work on an emergency basis with a shorter mobilization schedule, given CCI's knowledge of the working of the City's water system.

There is a possible interpretation that the City may need to prepare a separate RFP; the emergency nature of keeping water systems operational to prevent water emergency that occurred on February 6, 2015 may be considered a dire need. The City's water operations technical staff recommends the sole sourcing of this project to CCI and requests to waive the RFP process for this project.

- 3) The motor of one of the two discharge pumps at the city's Main Sewer lift station burnt out. The Pump was sent to "Alaska Pumps" in Anchorage, who informed the City that the motor needs to be replaced and winding has to be done. This pump (when repaired) will serve as a stand-by back up pump. The Staff requests a budget modification in the piped sewer budget line item #51-86-669 in an amount of \$ 26,761.00

***A total Budget Modification in an amount of \$80,000.00 for the above three items is being requested at this time.***

## **II. Additional Item – Budget Modification in Public Works/Transit:**

The City of Bethel was awarded a Ladders of Opportunity Grant from the Federal Transit Administration in the amount of \$82,318 to fund the purchase of 15 bus shelters. The grant requires a local cash match amount **of \$20,580.**

The City recently received a State of Alaska Grant Match in the amount of \$9,956 that can be used as match for the Ladders Grant, leaving \$10,624 in match required. This budget modification herein reflects the City providing the \$10,624 in match.

This match amount may be reduced *if* the City's request to the VFW for \$5,000 and the City's request to Bethel Volunteer Emergency Services Association for \$700 are approved.

**Summary of Items I. & II.** The increase in the Water and Sewer rates took effect on January 1, 2015.

The increase in revenue of \$280,948 will cover the additional expenses of \$80,000 and decrease the transfer amount from the General fund. Currently, the budgeted transfer amount from the General Fund is set at \$513,505. The budget modification will decrease the transfer amount by \$200,948. After the budget modification, the estimated transfer amount would be \$312,557.

The General Fund will also bear the responsibility of a Transfer to Grant Match (10-73-692) for \$10,624.

At your discretion, with Council approval, you are able to appropriate \$190,324 in the General Fund where you deem necessary.



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

## Department of Transportation and Public Facilities

Program Development

3132 Channel, Suite 200  
PO Box 112500  
Juneau, Alaska 99811-2500  
Main: 907.465.4070  
Fax: 907.465.6984  
TTY/TTD: 907.465.3657  
[dot.state.ak.us](http://dot.state.ak.us)

February 6, 2015

Ann Capela, City Manager  
City of Bethel  
P.O. Box 1388  
Bethel, AK 99559

Dear Ms. Capela,

I want to take this opportunity to congratulate the City of Bethel on being chosen to receive \$82,318 in Federal Transit Administration (FTA) "Ladders of Opportunity" funding for the purchase of 15 pre-fabricated bus shelters and sign posts. This was a national competition with only 22 awards made. It is apparent that FTA recognizes the value of the Bethel Transit System!

It will take a couple of weeks to complete the required Federal and State paperwork, but you should have an agreement by March 6, 2015. At that time we will need commitment from the City of Bethel to provide the required 20% match, \$20,580.

Again, congratulations! Please contact Debbi Howard at [debbi.howard@alaska.gov](mailto:debbi.howard@alaska.gov) or at 907.465.2883 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Eric Taylor".

J. Eric Taylor  
Transit Programs Manager

CC: John Sargent, Grants Manager

*"Keep Alaska Moving through service and infrastructure."*

## *CITY OF BETHEL, ALASKA*

### **Ordinance #15-05**

#### **AN ORDINANCE AMENDING THE CITY OF BETHEL TERMINAL TARIFF #004, NAMING RATES RULES AND REGULATION FOR TERMINAL SERVICES AT THE PORT OF BETHEL ALASKA**

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

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

**SECTION 2. Severability.** If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

**SECTION 3. Amending Section 2, Item Number 201 of the Bethel Terminal Tariff #4:** (new language is underlined).

(i) HAUL OUTS

(1) When a vessel is hauled out of the water and placed partially or completely upon any Port facility, including, but not limited to, the City Dock and Beach #1, during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel unless:

a) The owner or authorized representative for the vessel submits a completed Property Storage Request; and

b) The Property Storage Request is approved, in writing, by the Port Director; and

c) The vessel is parked only in one of the two (2) designated storage areas.

(2) Vessels that do not follow all three conditions or that are returned to the water, however briefly, will incur dockage fees and charges as set out in the Bethel Tariff.

(3) Upon an advanced written showing of significant need, the Port Director may authorize, in writing, storage at a different location. Such authorizations are not guaranteed, even when boats are inoperable and unable to easily move to the designated areas.

**SECTION 4. Effective Date.** This ordinance shall become effective June 1, 2015.

**ENACTED THIS \_\_\_ DAY OF \_\_\_\_\_ 2015, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

Introduced by: City Manager Capela

Date: February 24, 2015

Public Hearing:

Action:

Vote:

---

Richard Robb, Mayor

ATTEST:

---

Lori Strickler, City Clerk



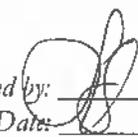
# City of Bethel

## Committees and Commissions

### Recommendation to City Council

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

Committee/Commission: Port Commission	Chairman: Alan Murphy
Date Submitted:	Council Rep: Mark Springer
Ordinance # 15-05	
AN ORDINANCE AMENDING BETHEL TERMINAL TARIFF #004	
Amending Section 2, Item numbers 201 & 202 of the Bethel Terminal Tariff #004	
(new language is underlined, & old language is stricken out)	
(i) HAUL OUTS	
When a vessel is hauled out of the water and placed partially or completely upon any Port Facility, including, but not limited to, the City Dock and Beach #1, during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel <u>unless:</u>	
(1) <u>The owner or authorized representative for the vessel submits a completed Property Storage Request; and</u>	
(2) <u>The Property Storage Request is approved, in writing, by the Port Director; and</u>	
(3) <u>The vessel is parked only in one of the two (2) designated storage areas.</u>	
<u>Vessels that do not follow all three conditions or that are returned to the water, however briefly, will incur dockage fees and charges as set out in the Bethel Tariff.</u>	
This section shall become effective June 1, 2015	

Received by:   
Date: 2/18/15

*Other:*

City of Bethel Action Memorandum

Action memorandum No.	15-09		
Date action introduced:	February 24, 2015	Introduced by:	City Manager
Date action taken:		<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Approving the Special Meeting Dates for Council's Budget Review: May 6, 7, 11 and 13.  
To begin at 6:30p and end at 8:30p.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager		
	Finance Director		

Attachment(s):

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

The Administration is proposing the Council hold four meetings to address the FY 2016 Budget. These meeting will be used to review and potentially modify the budget presented to the Council by Administration. Following the Council's review of the Administration's proposed budget, a Budget Ordinance will be created for the Council's consideration and adoption.

If the Council needs to add additional dates for special meeting the Administration requests those meeting dates be May 14 and 18.

The Code required the Budget Ordinance be adopted by June 15, 2015.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	1	2
3	4 6pm - Parks and 6:30pm - Energy	5 5pm - Council 7pm - Public Safety	6 SPECIAL BUDGET	7 SPECIAL BUDGET	8	9
10	11	12 6:30pm - Regular	13 SPECIAL BUDGET	14 ADD ON SPE 6:30pm - Planning	15	16
17 ADD ON SPECIAL	18	19 5pm - Council	20 6:30pm - Public	21	22	23
24	25	26 6:30pm - Regular	27 7pm - Port	28 6:30pm - Finance	29	30
31	1	2	3	4	5	6

# City of Bethel Action Memorandum

Action memorandum No.	15-10		
Date action introduced:	2-24-2015	Introduced by:	Mayor Robb
Date action taken:		<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

*Approve Mayor's appointment of Thomas Oosterman to the Port Commission.*

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

Attachment(s): Application

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

*Action memorandum 15-10 is sponsored by the Mayor at the request of the City Clerk.*

*Thomas Oosterman has requested appointment to the Port Commission. If appointed, he would be appointed to a term of three years with a term expiration of December 31, 2018.*

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



APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

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

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

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

NAME: Thomas Oosterm n

MAILING ADDRESS: P.O. Box Bethel AK 99559

RESIDENCE ADDRESS:

HOME PHONE: N/A

WORK PHONE: NA

CELL PHONE: 1907

E-MAIL:

OCCUPATION: ~~Psych~~ Psych Tech

EMPLOYER: YKHC

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

No

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

No

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

No

4. Are you a resident of the City of Bethel?  Yes \_\_\_ No If so, for how long? 27 years

5. Does your schedule permit you to regularly attend required meetings:  Yes \_\_\_ No

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

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

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

Signature of Applicant: Tom Postman

Date: 2/2/14

**FOR OFFICE USE ONLY**

Date Received: 2/09/15

Date of Council Approval:

Action Memorandum Number: 15-10

Date Applicant Notified:

Term Expiration:

Registered voter of the City  Yes \_\_\_ No

**Professional Services Agreement  
State Lobbying Services**

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made by and between the City of Bethel, a municipal corporation (hereinafter "City") and Mary Sattler, Sattler Strategies (hereinafter "Contractor") and is effective on January 1, 2015.

THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF SERVICES:**

- 1.1 (Contractor) will provide the City with professional services as mutually agreed upon and described in the attached Statement of Work. All services to be provided hereunder will be referred to as Services.
- 1.2 Statements of Work will be written documents setting forth at a minimum:
  - a. A complete, sufficiently-detailed description of the types of Services to be rendered;
  - b. The applicable billing rates for the Services to be rendered (Services Fees); and
  - c. Any additional terms and conditions to which the parties may agree.
- 1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order/Contract Amendment shall set forth the necessary revisions to the Statement(s) of Work, and the parties shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order/Contract Amendment. Each Change Order shall be numbered serially and executed by City and Contractor.
- 1.4 The City Manager, or their designee, will receive and disseminate all reports to the Council. The City Manager will forward copies of progress reports or other correspondence submitted by the Contractor to the City Council.
- 1.5 The City Clerk will maintain original copies of the contract (including the Statement(s) of Work), and will maintain copies of any Change Orders/Contract Amendments.
- 1.6 Contractor will provide reports to the City as outlined in Section 11 of this Agreement.

**2. OBLIGATIONS**

- 2.1 Contractor will provide lobbying services to City outlined in both this Agreement and the attached Statement of Work.

**3. SERVICES AND FEES AND EXPENSES**

- 3.1 Contractor shall be responsible for all costs associated with the provision of work under this Agreement. Such costs may include, but are not limited to, lodging while in Juneau and travel to/from Juneau. Contractor understands that these costs form a part of the basis of the agreed upon fee of \$40,000 and will not be separately reimbursed.

- 3.2 Contractor will invoice the City monthly with a detailed invoice describing work performed. Contractor shall only invoice for work actually completed, not work anticipated to be completed.
- 3.3 City shall tender payment of all invoices within thirty (30) days of receipt.
- 3.4 In the event of a dispute regarding any invoice submitted by Contractor, City shall provide written notice of the dispute within ten (10) days of receipt of the invoice. The undisputed portion of the invoice shall be paid in accordance with this Agreement.
- 3.5 In the event the parties have a dispute as to invoicing and cannot reach a resolution immediately, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matters and who will record the date of first discussions.
- 3.6 If the Parties' representatives are not able to resolve such matter within ten (10) business days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected.
- 3.7 Upon receipt of such notice, Senior Executives of the Parties shall schedule a meeting within ten (10) calendar days to discuss resolution. If the dispute remains unresolved twenty (25) calendar days from the date of first discussion, the Parties shall submit such matter to non-binding mediation.
- 3.8 **Mediation.** In the event all of the above methods of resolving a dispute fail, the parties shall proceed to mediation. Mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute.
- 3.9 Each party may disclose any facts to the other party or to the mediator that it, in good faith, considers reasonably necessary to resolve the Dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties.
- 3.10 Mediation shall conclude if the parties have engaged in good faith settlement negotiations but nonetheless are unable to resolve the Dispute through the mediation process.
- 3.11 The attorneys' fees and costs incurred by each party in such mediation shall be borne solely by such party, except that the fees and expenses of the mediator, if any, shall be borne equally by the parties.
- 3.12 Any Dispute not resolved first by mediation between the parties may be decided by litigation. The appropriate venue for any litigation is the Alaska Court System, Fourth Judicial District at Bethel.

#### 4. TERM AND TERMINATION

- 4.1 This Agreement shall commence as of the Agreement Date above and shall remain in force through December 31, 2017.

- 4.2 In the event of a breach of this Agreement, the City will provide Contractor an opportunity to cure by providing written notice to the Contractor of the breach. The Contractor will have ten (10) calendar days from the date of notice in which to either cure the breach or present an acceptable correction plan to the City with an approved timeline. If a breach is not cured within the specified period of time, the City may terminate the Agreement for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period.
- 4.3 If the breach endangers City property, employees or the public, the City may suspend the Contractor's operations as appropriate while still giving time for the Contractor to cure the breach.
- 4.4 The City may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Contractor, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Contractor for the benefit of creditors, a petition or other proceeding against the Contractor for the appointment of a trustee, receiver, or liquidator, or the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The City may terminate this Agreement if the City reasonably determines that the Contractor is unable to perform the terms of the Agreement due to bankruptcy or insolvency.
- 4.5 Termination of this Agreement shall be by written notice to the Contractor.

#### **5. CONTRACT RENEWAL OPTION:**

- 5.1 Contractor and City may mutually agree to renew this Contract for one (1) additional three (3) year term.
- 5.2 At least one hundred and twenty calendar days (120) prior to the expiration of the contract, Contractor shall notify City, in writing, of their desire to extend the Contract.
- 5.3 City shall review the request and Contractor's past performance. Provided there have been no more than two (2) breaches of Contract, the City may elect to renew the Contract term.
- 5.4 City shall respond to Contractor's request to renew the Contract within thirty (30) calendar days of the receipt of the request.
- 5.5 If City does not receive a request to renew the contract by the deadline imposed under this section, the City shall submit the Contractor's services to RFP.

#### **6. PROPRIETARY RIGHTS: CONFIDENTIAL INFORMATION**

- 6.1 Contractor agrees that the work products from the Services provided to City shall be owned by City. Nothing contained in this Section shall be construed as prohibiting Contractor from utilizing in any manner knowledge and experience of a general nature acquired in the performance of Services for City.
- 6.2 By virtue of this Agreement, each party hereto may disclose to the other party information that is Confidential and otherwise proprietary. Unless governed by the terms of an existing contemporaneously executed non-disclosure agreement ("NDA"), the following apply:

- 6.3 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.
- 6.4 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party pending any Federal or State laws related to the matter. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, City or Contractor, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.
- 6.5 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 6, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

## **7. WARRANTIES/ASSURANCES**

- 7.1 Contractor represents that, at the time and within the locality where the Services are performed under this Agreement, those services shall be performed in a professional manner conforming to those generally accepted industry standards and practices existing at that time. Contractor agrees that it has the sole and exclusive obligation with respect to the Services performed under this Agreement to correct any nonconformity.
- 7.2 Contractor shall indemnify, defend and hold harmless the City from and against any claim of, or liability for, negligent acts, errors and omissions of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for, the independent negligent acts, errors and omissions of the City. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and the City, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis.

- 7.3 In this section, “Contractor” and “City” include the employees, agents and contractors who are directly responsible, respectively to each.
- 7.4 “Independent negligent acts, errors and omissions” means negligence other than in the City’s selection, administration, monitoring or controlling of the Contractor, or in approving or accepting the Contractor’s work.

## **8. INSURANCE**

- 8.1 Contractor acknowledges they are an Independent Contractor and not an Employee of the City. Contractor is solely responsible for any insurance costs for Contractor’s company and in no event will Contractor be insured by the City of Bethel.

## **9. LIMITATIONS ON LIABILITY**

- 9.1 EXCEPT FOR DAMAGES OR LOSSES ARISING FROM A PARTY’S INDEMNIFICATION OBLIGATION OR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY’S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT NEGLIGENCE, STRICT LIABILITY, LOSS OF DATA, LOSS OF USE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2 The Contractor agrees that the City is not bound by any act, omission, communication, determination, decision or direction of any person other than the City Council or their properly appointed designee. The Contractor must promptly carry out any determination, decision or direction of or given by the City Council as a body, not individually, but the Contractor is not responsible or liable for the consequences of doing so if the Contractor, acting in accordance with the standards and matters, immediately objected in writing to the City Attorney that the determination, decision or direction was contrary to those standards and matters.
- 9.3 Contractor represents that the Services provided hereunder will be performed in a professional manner consistent with the quality of Contractor’s performance of service for similarly situated customers and in accordance with generally accepted industry standards as existing at the time and within the locality where the Services are to be performed.

## **10. INDEPENDENT CONTRACTORS**

- 10.1 Contractor shall perform the services under this Agreement as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal agent or employment relationship between the parties. Neither party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other party and shall have no power or authority to bind the other party to assume or create any obligation or responsibility, express or implied on the other party’s behalf or in its name, nor shall such party represent to any one that it has such power or authority.

## 11. REPORTING & MEETING REQUIREMENTS

- 11.1 **In Person:** Contractor shall meet in person with the City Council (as a body) and the City Manager at least twice annually. The first required in person meeting shall be prior to the legislative session commencing. This first meeting shall be scheduled sufficiently in advance to allow adequate time to prepare a detailed strategic plan for the upcoming legislative session.

The second required in person meeting shall be held within thirty (30) days of the final session report. During this second meeting, Contractor will be prepared to summarize the session and provide any key legislation the City should be aware of, identify the strengths and weaknesses with regard to the City's strategy for funding, and provide suggestions for how the City can improve in the following year.

- 11.2 **Telephonic Updates:** Contractor shall be available, upon reasonable notice, during the Legislative Session, to answer key questions or provide requested feedback to the City Council.

### 11.3 **Written Reports**

- (a) Contractor should provide regular written updates or information bulletins pertinent to any legislation, rules or regulations and other State Policies or programs that affect or reasonably may affect the City and/or its citizens.
- (b) While the Legislature is in session, Contractor shall provide a weekly written summary report by 8:00 am each ~~Monday~~ Tuesday which provides a status of legislative issues heard the previous week, anticipated action for the coming week, and suggested action, if any, that City staff or elected officials should implement.
- (c) A short written report summarizing the status of the City's Legislative Requests shall be provided no more than one (1) week after the closing of each session or relevant special session(s).
- (d) A detailed final report shall be provided outlining all important issues before the legislature, the City's requests, and anything reasonably of pertinence to the City. This final report shall be provided within thirty (30) days of the close of the session. Supplementary final reports shall be provided at the close of any special session(s). Such report shall at a minimum:
  - 1) Summarize what happened during the recently adjourned legislative session;
  - 2) Summarize how the City's requests fared and provide an analysis of how the requests were received, both positively and negatively;
  - 3) Summarize key legislation that impacts or reasonably may impact the City and/or its citizens;
  - 4) Point out upcoming changes to the laws that are reasonably expected to impact the City and/or its citizens;
  - 5) Provide feedback to the City on how to improve its Legislative requests for the following year in light of their receipt in the recently adjourned session and in light of major changes or topics of discussion in the session.
- (e) During the time the Legislature is not in session, Contractor shall provide written quarterly reports outlining their achievements as they relate to Contractor's

services, and more specifically to the goals and objectives set forth in the City's Legislative Requests.

## 12. GOVERNING LAW

- 12.1 This Agreement shall be governed and construed in accordance with the laws of the State of Alaska. Exclusive jurisdiction for any action relating to this Agreement shall be in the Bethel Superior Court, Bethel, Alaska.

## 13. GENERAL PROVISIONS

- 13.1 **Notices:** Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and be hand delivered or sent by certified mail, addressed as follows:

To the City:

City Attorney  
City of Bethel  
PO Box 1388  
Bethel AK 99559-1388

To the Contractor:

Mary Sattler  
Sattler Strategies  
P.O. Box 1129  
Bethel, AK 99559

- 13.2 **Severability:** If any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other terms and provisions shall be deemed valid and enforceable to the maximum extent possible.
- 13.3 **Force Majeure:** Neither party shall be liable for loss, damage or penalty arising from delay due to causes beyond its reasonable control.
- 13.4 **Assignment:** Neither party shall assign, delegate or subcontract any portion of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided, however, that consent shall not be required in the case of an assignment by either party to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. Notwithstanding the foregoing, Contractor may subcontract any portion of its obligations under this Agreement to a third party so long as Contractor remains responsible for the performance of such obligations.
- 13.5 **Complete Agreement:** This Agreement, the Statement of Work, the Request for Proposals and the accepted Proposal of Contractor, the Feasibility Study and update to the Feasibility Study are the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof, which supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter.

- 13.6 **Modification:** Each party agrees that any terms or conditions of this Agreement that are in addition to or inconsistent with the terms and conditions of this Agreement shall be of no force or effect. This Agreement may only be modified by a written instrument duly executed by an authorized representative of both the City and Contractor.
- 13.7 **Non-Waiver:** The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision.
- 13.8 **Contract Interpretation:** This contract shall be interpreted based on the Statement of Work. Any discrepancies should be resolved looking first to the following documents: the Request for Proposals and the Submission by Sattler Strategies.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the Agreement date first written above.

Contractor

City of Bethel

\_\_\_\_\_  
Mary Sattler, Sattler Strategies

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

## **STATEMENT OF THE WORK EXHIBIT A**

This Statement of Work is made effective by and between the City of Bethel (a municipal corporation) (hereinafter “City”), and Mary Sattler, Sattler Strategies (hereinafter “Contractor”) located at Bethel, Alaska.

### **1. Description of Services:**

- ❖ Face to Face meetings with local state representatives as Lobbyist, in their professional opinion, deems appropriate and helpful to the City;
- ❖ Face to Face meetings with the City Council, as a body, prior to the annual convening of the Legislature in order to assist the City of Bethel in developing a legislative agenda.
- ❖ Face to Face meetings with the City Manager and/or Council as reasonably requested and as deemed appropriate to developing a detailed strategic plan for securing appropriations; for advising the City as to current state issues; and for updating the City on other important items before the Legislature.
- ❖ Assisting the City in preparing the annual appropriations requests for the Governor’s budget;
- ❖ Assisting the City in preparing an annual appropriations request to legislators and following those requests through the committee and sub-committee process;
- ❖ Identifying and working to obtain funding for City projects and priorities;
- ❖ Regularly reviewing existing and proposed state policies, programs and legislation and keeping the City informed as to changes or issues that are of importance to the City;
- ❖ Following state legislation that is of potential interest to the City, including actions on initiatives and keeping the City informed as appropriate;
- ❖ Identifying and informing the City on issues that may affect it or its citizens;
- ❖ Reviewing legislative policy statements adopted by the Alaska Municipal League, National League of Cities and other local government and lobbying groups regarding issues which may be of importance to the City;
- ❖ Advocating the City’s interests as appropriate;
- ❖ Monitoring State legislative committee meetings, agency hearings and meetings prior to and during the regular and any special legislative session(s) during which items of specific import to the City are discussed/considered;
- ❖ Developing and evaluating strategy for the support, opposition or amendment of pending legislation as directed by the City Council;
- ❖ Testifying and lobbying on behalf of the City before State legislative, appropriations committees, agency hearings, rule making proceedings and other administrative agency meetings, as necessary;
- ❖ Coordinating meetings or appointments between individual City Council members (acting in their official capacity) and the City Manager and Congressional leaders;
- ❖ Assisting the City in drafting any needed letters to State leaders regarding issues of interest and concern to the City and/or its citizens;

2. **AGREEMENT FINAL PRICE:** The maximum fee to be paid under this Agreement shall not exceed Forty Thousand Dollars (\$40,000) annually.
  
3. **Invoicing & Payments:**  
Detailed and itemized invoices shall be presented to the City of Bethel, Attn: City Manager, once each month. The City of Bethel will have thirty (30) days to process any undisputed invoices and submit payment to Contractor.
  
4. **Additional Terms and Conditions:** None.

This Statement of Work serves as an Exhibit to the Services Agreement.

AGREED AND ACCEPTED:

CITY OF BETHEL

\_\_\_\_\_  
Mary Sattler, Sattler Strategies

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

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

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

# **Mayor's Report**

**February 16, 2015 (Day 28 of 90)**  
**Twenty-Ninth Legislature- First Session**  
**Week Four Review**  
**Sattler Strategies**

While the State's operating budget is being reviewed in each department's budget subcommittees, the budget subcommittee chairmen and their staff (behind closed doors) are reviewing the Governor's proposed numbers and making their own adjustments.

Examples of Governor's cuts being proposed include the elimination of \$10.5 million for contracts to 15 community jails (Bristol Bay, Cordova, Craig, Dillingham, Haines, Homer, Kodiak, Kotzebue, North Slope Borough, Petersburg, Seward, Sitka, Unalaska, Valdez and Wrangell). If these proposed cuts are made, the unintended consequence would be the increased travel costs of the defendant to go through the judicial proceedings and be transported either back to their community or to a State correctional facility. Troopers conduct the prisoner transport, but the Dept. of Public Safety has been proposed to lose just under 30 positions. Troopers would be responsible for more prisoner transport with less man power and resources to accomplish that transport.

The Walker Administration's Office of Management and Budget Director Pat Pitney on Wednesday discussed with the House Finance Committee a request for the Governor's office to be provided a \$10 million unallocated appropriation to use as a contingency fund in case budget cuts have unintended consequences. Pitney said "This \$10 million is set aside to say if indeed the reductions being called for go beyond what's in the best interest of Alaskans, that we have an ability in a timely manner to correct that error. The Governor's request was not received well, with Co-Chairman Mark Neuman (R- Big Lake) saying he has concerns with the constitutionality of the proposal and his preference is that requests for additional money come to the legislature in the form of a supplemental budget bill. David Teal, Legislative Finance Director, said "That's not merely an opinion that they believe is unconstitutional, it's been tested in 1983 and declared by the Superior Court to be unconstitutional." Teal also drew the committee's attention to section 4 of the operating bill (HB 72), which says: "It is the intent of the legislature that the amounts appropriated by this act are the full amounts that will be appropriated for those purposes for the fiscal year ending June 30, 2016." Teal then said "In other words, that's all you get, don't come back for supplemental". Governor Walker will release his final amendments to the budget Tuesday.

Within the Health and Human Services Department, bulleted below are some proposed governor's cuts in the event that the Legislature does not accept the \$145.4 million in new federal Medicaid funds (Senate Finance said they need to see Medicaid reform before they will agree to Medicaid expansion):

**Public Assistance:**

- -\$5.1 million for the Senior Benefits Program, which will reduce payments for less needy seniors by 20%. Currently nearly 6,000 Alaska seniors with incomes under \$25,760 receive \$125/month and almost 4,000 seniors with incomes under \$14,720 receive \$175/month. The average age of recipients is 75.
- -\$3.5 million in energy assistance due to a declining caseload.
- -\$1.1 million in Alaska Temporary Assistance, which provides cash and work assistance to low income families with children to help them meet basic needs while they work towards self-sufficiency. Recipients can receive rental assistance, childcare, transportation costs, vehicle repairs and/or clothing for job interviews to aid them in obtaining employment. The program serves an average of 3,119 Alaskans monthly. This cut reduces excess authorization to receive federal funds, but could risk the loss of those funds if program need grows.

- -\$2.1 million in adult public assistance, which helps needy, aged, blind and disabled Alaskans to remain independent. This cut also reduces excess authorization to expend federal funds, but risks the need for a supplemental if caseloads increase.
- -\$681,000 for the Tribal Assistance Program, which provides grants to tribal entities to administer the Temporary Assistance for Needy Families program. It also reduces excess federal authorization.

#### **Public Health**

- -\$1.4 million to public health centers, which could decrease timely response to infectious disease outbreaks; eliminate 841 reproductive health visits and 2,851 appointments, including well child exams and screening for sexually transmitted infections, tuberculosis, immunization, domestic violence and alcoholism; decrease program funding in Anchorage, Northwest Alaska, and the North Slope Borough and close the Seward Public Health Center.
- -\$114,000 to the Women, Children and Family Health Program
- -\$212,000 to emergency programs, reducing training for emergency responders and delaying or eliminating ambulance certifications and facility trauma designation.
- -\$264,000 to public health laboratories, which will reduce testing for hepatitis, HIV, AIDS, herpes, measles, mumps, chicken pox, shingles and other viruses.

#### **Senior and Disability Services:**

- -\$506,000 from the Community Developmental Disabilities Grant Program, which helps Alaskans with developmental disabilities to live independently and reduces the need for long-term residential care.
- -\$200,000 to operate supported residential living homes for frail elders in rural Alaska, so they can remain in their communities. This would eliminate funds to develop a fourth assisted living home.

Chief Justice Dana Fabe made the annual "State of the Judiciary" speech to the House and Senate in a Joint Session on Wednesday, February 11. She made a commitment to NOT consolidate judicial services to urban communities, as often happens during budget reductions.

In a meeting between Native leadership from around the state and the Attorney General, a request was made of the AG to review the numerous lawsuits the State of Alaska against Native tribes of Alaska and consider dropping cases the State is not likely to win in order to 1) save the State money in reimbursed attorney fees and 2) show by example a spirit of cooperation with the tribal members of the State. The AG said that while he intends to work with Alaskan Natives and tribes broadly, he will review each case individually and make decisions on pursuing cases on a case by case/ individual basis.

In the Department of Education budget subcommittee Chair Shelly Hughes asked the Commissioner of Education about the cost savings to the State of Alaska if the only state run boarding school in Sitka were to be shut down. While Commissioner Mike Handley is not a supporter of this idea, he said the savings to the State would be in the millions.

Last week's visiting groups included: the Alaska Federation of Natives (including the Citizens for the Advancement of Alaska Natives), the Alaska Regional Coalition, Billion Rising March (an anti-violence group), Planned Parenthood Teen Lobby, Alaska Regional Corporation Chief Executive Officers, and the Alaska Association of School Boards.

This week the capitol is expecting the Alaska Municipal League/ the League of Mayors, United Fishermen of Alaska, and the Key Coalition.

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*Bethel City Council*

*Office of the City Manager*

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# **Manager's Report**

# CITY OF BETHEL

P.O. Box 1388  
Bethel, Alaska 99559  
Email: [acapela@cityofbethel.net](mailto:acapela@cityofbethel.net)



**Date:** February 19, 2015  
**From:** Ann K. Capela, City Manager  
**To:** Bethel City Council  
**Cc:** Lori Strickler, City Clerk  
Patty Burley, City Attorney  
**Re:** City Manager's Report

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## CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

### Ridgecrest Drive Road Rehabilitation Project

Last week I spoke with DOT in Anchorage regarding moving this project forward. City Attorney made recommendation to the proposed MOU. I requested that DOT examine the estimated costs for the project of \$3.8 million dollars given that the road being constructed is less than 1,500 linear feet with an 8" base of gravel and 2" asphalt with no curbs only 5' of gravel on the side of the road. DOT stated they will look at the estimates again. I also emailed a copy of the project overview to the Chair of the LKSD Board.

#### • **YK Aquatic Center**

1. There were no major issues at the YK Aquatic center in the last two weeks. Open communications exists with Bev Hoffman and myself to bring ideas to programming at the pool. USA Pools is very receptive to new ideas and are willing to work with the community.
2. The City added a new Transit Stop at the YK center.
3. City PW will be designing and working on another egress from the YK parking lot as soon as the weather permits.

**General City staffing** – Cheryl Reagan, Finance Department, has submitted her resignation due to a family illness and will be leaving June 2015. *City Planner* has given a notice of departure to the CM on March 6, 2015. I am also assessing the possibility of moving the Planning staff to City Hall if space can be made.

**FY 2015/16 Budget** – Finance Director is actively working with the Department Heads to prepare draft budgets to meet with the City Manager to ensure the Revenue estimates go to Council by April 15, 2015 as per BMC. City Clerk is preparing proposed dates for Council's budget hearing as the Staff's goal is to have City Council's approval of the FY 2015/16 Budget June 9, 2015.

On a personal note, I will be asking Council for time off due to minor surgery from April 20 to May 1, 2015.



## **MEMORANDUM**

**DATE:** February 6, 2015

**TO:** Ann Capela, City Manager

**FROM:** Bill Howell, Fire Chief

**SUBJECT:** Manager's Report – Month of January, 2015

### **Current Events/Projects**

- The Department has initiated review and update of the Departments HIPAA (Health Insurance Portability and Accountability) policy. The Department holds federally protected health care information as part of our ambulance service.
- Financial impact estimates for the Fire Department were sent to the City Planner for inclusion in the Hoffman Subdivision impact assessment.
- The Department is developing written policies and procedures for dealing with hostile disturbed or violent patients, patient restraint and hostile situations. This will be in draft for review by department staff and the City Attorney in February.
- The Department is in the final stages of completing an MOU/MOA with YKHC regarding clinical experience of our staff and volunteers at the Hospital. The MOU has passed initial staff and attorney review and will be headed to the manager for final comment within the next few weeks.
- The RFP for Self Contained Breathing Apparatus (SCBA) is in final review. All specifications have been finalized. Attorney review is complete. Grants management is finalizing score sheets and evaluation procedures. The total budget provided by FEMA's Assistance to Firefighters Grant Program is approximately 102,000.

### **Responses**

- The Department responded to 64 medical calls for service in January.
- The Department responded to 24 fire and rescue calls for service in January.

On 01-26-15 at 12:15 p.m. firefighters responded to Tundra Ridge for the report of a carbon monoxide alarm sounding. The residence was checked for carbon

monoxide, but none was indicated. The alarm was replaced and firefighters returned to quarters.

On 01-24-15 at 1:31 p.m. medics responded to BNC Apartments for the report of a person who had been electrocuted. The patient was assessed, but refused transport to the hospital.

- The Department continues to cooperate with Bethel Police Department and the State Fire Marshal's office, to determine cause and origin of several recent Bethel fires.

## **Staffing**

- Job descriptions for the Fire Captain and Firefighter/EMT are being updated to meet current standards and department requirements.
- The Fire Captain position is vacant and will be advertised in house in accordance with the COBEA contract.
- We will be advertising for a FF/EMT in anticipation of an employee leaving for a position with the Alaska State Troopers.
- The Department has a vacant temporary fire fighter /EMT position, this will be filled in February.
- One firefighter injured in December returned to full duty on January 23<sup>rd</sup>.
- The Department has one FF/EMT position that was defunded for FY 15

## **Training**

- The Department sought and obtained approval from the State for our proposed firefighter one course. Course dates have been set for Feb 21<sup>st</sup> through June 13<sup>th</sup> 2015. This course meets the requirements of NFPA 1001 and is accredited by the Alaska Fire Standards Council and the International Fire Service Accreditation Council. Because of this, a certificate received at the Bethel Fire Department is good throughout the United States. We hope to recruit and train 20 new volunteer firefighters in this academy.
- An EMT Meeting was held on January 6, 2015 at 7 p.m. Medics received training on the recognition, assessment, and treatment considerations for patients exhibiting signs and symptoms of alcohol withdrawals and Delirium Tremens.
- An EMT meeting was held on January 20, 2015 at 7 p.m. Medics received training on the use of the State of Alaska EMS data collection and emergency services administration system "AURORA". Medics were instructed on how to properly input EMS call and patient information into the reporting system.

- A Fire Meeting was held on January 15, 2015 at 7 p.m. Firefighters received training for elevator rescue incidents by reviewing the Bethel Fire Department's new Elevator Rescue SOP. Firefighters conducted training evolutions using YKHC's CHSB elevators.
- A Staff Meeting was held on January 22, 2015 at 11:00 a.m. Staff members reviewed the new and updated policies, current projects, recent responses, apparatus issues, upcoming training, staffing status, and old department business. Also, conducted a safety meeting covering the following: fall prevention, salt/sand use on calls and at station, ice cleats on EMS boots and turnouts, etc.
- The next EMT Meeting is scheduled for February 3, 2015.
- The next Fire Meeting is scheduled for February 12, 2015.

### **Vehicles**

- Parts are on order for our decertified, 1980 aerial, Truck One. It has become increasingly difficult to source parts for the 34-year old ladder truck.
- M-5 our ambulance, is scheduled for repair of a significant engine oil leak. It is in reserve status until repairs can be made
- On January 19<sup>th</sup> our 1999 reserve ambulance, which is currently first line, broke down on a call at the sobering center. V&E repaired it the next day. It remains in first line use, until further notice.
- Engine 4 our new Rosenbauer Fire Engine is undergoing outfitting for service as of the end of November it is approximately 90% ready for service. Firefighters are completing training and familiarization in preparation of this vehicles placement in service.

### **Budget/Financial**

- Fuel cards were issued to Fire Department employees along with a new fuel card use policy. The new vendor and fuel card system is working flawlessly.
- Initial Budget prep has begun for FY16
- The Department is operating within budget.

# **Clerk's Report**



# City of Bethel, Alaska

City Clerk's Office

## **Council Meetings and Events**

March 10, 2015 Regular City Council Meeting

## **Website Training**

The Office will be providing the city staff with training on how to navigate the administrative portion of the City's website on February 26. We are working on developing a step by step process on how to accomplish specific tasks within the site.

## **City Website**

General cleanup of the City's website is ongoing. The City Clerk has provided the Department Heads with a template of and required items for each department's home page. Additionally, all Committee/Commission packets and agendas should be available prior to each meeting on the City's calendar of events.

## **Research**

The City Clerk's Office has been following the State Legislature closely regarding specific bills related to marijuana as well as researching communities in Colorado and how they successfully implemented marijuana laws.

# **Additional Information**