



# City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

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**Regular City Council Meeting**

**Tuesday, February 9, 2016**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
February 9, 2016 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

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

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

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

Nikki C. Hoffman  
Council Member  
Term Expires 2017  
545-6653  
[nhoffman@cityofbethel.net](mailto:nhoffman@cityofbethel.net)

Alisha Welch  
Council Member  
Term Expires 2017  
545-6026  
[arwelch@cityofbethel.net](mailto:arwelch@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) \*1-19-2016 Special Meeting Minutes **P4**
  - b) \*1-26-2016 Regular Meeting Minutes **P7**
- VII. REPORTS OF STANDING COMMITTEE**
  - a) Public Safety and Transportation Commission
  - b) Port Commission
  - c) Planning Commission
  - d) Parks, Recreation, Aquatic Health And Safety Center Committee
  - e) Finance Committee
  - f) Energy Committee
  - g) Public Works Committee
  - h) Marijuana Advisory Committee
  - i) Non Standing Committee Reports
- VIII. SPECIAL ORDERS OF BUSINESS**
  - a) United Pools Presentation (Mayor Robb)
  - b) Annual Update From Bethel Friends Of Canine (Mayor Robb)
- IX. UNFINISHED BUSINESS**
  - a) Public Hearing On Ordinance 15-21: Amending Bethel Municipal Code 5.30, Taxicab, River Taxi, Limousine And Bus Permits, To Requires Video Camera Surveillance System And Global Positioning System Capabilities (Council Member Springer) **P27**
  - b) Public Hearing Of Budget Ordinance 15-14 (c): Fiscal Year 2016 Budget Amendments- Cash Match of \$250,000 For The Ridgecrest Drive Project (City Manager Capela) **P42**
  - c) Public Hearing Of Ordinance 16-02: Property Acquisition From The Department Of Military And Veterans Affairs, Lot 15, USS 4117 (City Manager Capela) **P72**
  - d) Wind Turbine Maintenance Contract With Northern Power (City Manager Capela) **P82**
- X. NEW BUSINESS**
  - a) \*Resolution 16-04: Providing Support To The State's Funding For Public Broadcasting (Vice-Mayor Maczynski) **P92**

Agenda posted on February 3, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Strickler, City Clerk

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

All Resolutions noted with an asterisk (\*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council. Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing February 23, 2016**)



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
February 9, 2016 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- b) \*Resolution 16-05: Request To The Army Corps Of Engineers, Additional Time To Review The Donlin Gold Environmental Impact Statement (Council Member Fansler) **P93**
- c) \*Resolution 16-06: To Approve The City Of Bethel's Application To The Fiscal Year 2016 State Homeland Security Program (City Manager Capela) **P94**
- d) \*Resolution 16-07: Supporting The State Of Alaska Public Employees Retirement System Reform (Mayor Robb) **P96**
- e) \*Resolution 16-08: Certifying The City of Bethel Suffered Significant Effects During The Program Base Year From Fisheries Business Activities That Occurred Within The FMA 6: Lower Kuskokwim Fisheries Management Area (City Manager Capela) **P98**
- f) \*Introduction Of Budget Ordinance 15-14 (d): Amending The Fiscal Year 2016 Budget For Water And Sewer Pump Replacement And ProDev Professional Services Contract (City Manager Capela) **P99**
- g) \*AM 16-08: Appointment Of Courtney Trammell To The Marijuana Advisory Committee (Mayor Robb) **P101**
- h) AM 16-09: Directing Administration To Prepare A Budget Modification And A Plan Of Action For The Implementation Of A Fleet Tracking System On Ten City Vehicles (Council Member Albertson) **P102**
- i) AM 16-10: Approve The Selection Of Project Development Associates To Serve As Project Manager For The Relocation Of The Existing Port Office And Construction Of A New Port Office (City Manager Capela) **P105**
- j) AM 16-11: Approve The Purchase Of 50 Drums Of Protherm 720 Heavy Duty Coolant And Heat Transfer Fluid From Garness Industrial, Inc. (City Manager Capela) **P118**
- k) AM 16-12: Approving The Contract With ProDev For Request For Proposal Development For The Management Of The Pool Facility (City Manager Capela) **P132**
- l) Determination Of Action Regarding Bethel Spirits Package Store License Application # 5447 And (Mayor Robb) **P142**
- m) Determination Of Action Regarding Fili's Restaurant Eating Place License Application #5445 (Mayor Robb)
- n) \*Personal Time Off Request For City Attorney, March 7, 2016 (Mayor Robb)

**XI. MAYOR'S REPORT**

**XII. MANAGER'S REPORTS**

**XIII. CLERK'S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

**XV. ADJOURNMENT**

Agenda posted on February 3, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

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

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

Ordinances introduced with an asterisk (\*) on the consent agenda will automatically be introduced and set for **Public Hearing February 23, 2016**)

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

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**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on January 19, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Leif Albertson
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski (arrived at 6:45p)	
<input checked="" type="checkbox"/> Council Member Nikki Hoffman	
<b>Absent:</b>	
<input checked="" type="checkbox"/> Council Member Alisha Welch	<input checked="" type="checkbox"/> Council Member Chuck Herman
<input checked="" type="checkbox"/> Council Member Zach Fansler	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Ann Capela	<input type="checkbox"/> Assistant To City Clerk Adriane Welch

**IV. PEOPLE TO BE HEARD**

*No one present to be heard.*

**V. APPROVAL OF AGENDA**

**Main Motion:** Approve the Agenda

Moved by:	Hoffman
Seconded by:	Herman
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Hoffman
Opposed:	-0

**Main Motion:** Amend the agenda to move Executive Session to before the New Business.

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Moved by: Herman  
Seconded by: Hoffman  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Albertson  Herman  Hoffman  
Opposed: 0

## EXECUTIVE SESSION

**Item A** – AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity –Legal Liability For The YK Fitness Center

AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity –Legal Liability For The YK Fitness Center Those participating in the Executive Session will be the Council Members, City Attorney Burley, City Manager Capela, and City Clerk Strickler.

**Main Motion:** Clerk Strickler.

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Moved by: Herman  
Seconded by: Hoffman  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Albertson  Herman  Hoffman  
Opposed: 0

*Vice-Mayor Maczynski arrived at 6:45p.  
Council Member Herman departed at 7:03p.*

## VI. NEW BUSINESS

**Item A** – Yukon Kuskokwim Aquatic Health And Safety Center Operating Contract.

**Main Motion:** Direct Administration to draft an RFP for Pool Operations.

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Moved by: Hoffman  
Seconded by: Maczynski  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Maczynski  Albertson  Hoffman  
Opposed: 0

**Main Motion:** Direct Administration to draft an RFP for Pool Operations.

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Moved by: Hoffman  
Seconded by: Maczynski  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Maczynski  Albertson  Hoffman  
Opposed: 0

## VII. ADJOURNMENT

**Main Motion:** Adjourn.

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Moved by: Maczynski  
Seconded by: Hoffman  
Action: Motion carries by a vote of 4-0  
In favor:  Robb  Maczynski  Albertson  Hoffman  
Opposed: -0

*Council adjourned at 7:50 p.m.*

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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 January 26, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
<input checked="" type="checkbox"/> Mayor Rick Robb (participated by telephone)	<input checked="" type="checkbox"/> Council Member Alisha Welch (arrived after roll call)
<input checked="" type="checkbox"/> Vice-Mayor Leif Albertson	<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski
<input checked="" type="checkbox"/> Council Member Chuck Herman	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Council Member Nikki Hoffman	
<b>Also in attendance were the following:</b>	
<input checked="" type="checkbox"/> City Attorney Patty Burley	<input checked="" type="checkbox"/> City Clerk Lori Strickler
<input checked="" type="checkbox"/> City Manager Ann Capela	<input type="checkbox"/> Assistant To City Clerk Adriane Welch

**IV. PEOPLE TO BE HEARD**

Mary Nanuwaic – Stated there are many communities in Alaska banning the sale of marijuana. Encouraged the community to be informed on the issue.

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

Dave Trantham Jr. – Stated he is surprised, the internal investigation for the City still has not been released to the public; he encouraged the Council to release the report. Reflected back to 1946 when he was stationed in Nome Alaska with the US Air Force; suggested the City of Bethel is like an airplane, the City must be balanced and it isn't. Provided reference to the City Manager's "big picture" budget document. Stated the City's health care program for the City employees is substantially in dept, along with leased property. Suggested the City cut 10-52-541, City Council Training and Travel.

Fritz Charles- As a resident of Bethel, off and on since 1995; agreed with Mr. Trantham with regard to a balance budget. When the City isn't paying their employees appropriately, the employee isn't going to do a good job for the City and not want to be there. Stopped working for the City a few years back but recently applied for a vacant City position however turn down the job when offered the job at \$19 per hour. If you take care of the employee, they will take care of you.

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

**Main Motion:** Approve the Consent and Regular Agenda.

Moved by:	Herman
Seconded by:	Fansler
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Main Motion:** Postpone Item B under Unfinished Business, Public Hearing of Ordinance 15-21.

Moved by:	Hoffman
Seconded by:	Fansler
Action:	Motion does not carry by a vote of 0-7
In favor:	0
Opposed:	<input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch

**Removal from the Consent:** Introduction of Budget Ordinance 15-14.

Moved by: Hoffman

**Removal from the Consent:** Resolution 16-03.

Moved by: Robb

**VI. APPROVAL OF THE MEETING MINUTES**

**Item A** – Regular City Council Meeting January 12, 2016

**Item B** – Special City Council Meeting January 18, 2016

*Passed on the consent agenda.*

**VII. REPORTS OF STANDING COMMITTEES**

**Public Safety and Transportation Commission –**  
*Council Representative, Chuck Herman –*

Discussed possible improvements to the Police and Fire Department makeup. More information will be presented to the Council at a later meeting.  
The Commission provided a recommendation to the Council to not pass Ordinance 15-21.

**Port Commission –**

*Council Representative, Alisha Welch –*  
A meeting was not held due to a lack of a quorum.

**Planning Commission –**

*Council Representative, Nikki Hoffman –*  
Donlin Gold EIS was discussed. The Commission requested that any involvement with Donlin Gold be filtered through the Planning Commission. The Commission also suggested requesting the Army Corps of Engineers extend the public hearing period.  
Consideration of Bethel becoming a borough.  
Discussed the possible updating of the zoning map.

<b>Main Motion:</b>	Refer to the Planning Commission the review of the Housing Development procedures and codes.
Moved by:	Herman
Seconded by:	Welch
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Parks and Recreation Aquatic Health and Safety Center Committee –**

*Council Representative, Richard Robb –*  
The Committee has not held a meeting since the last City Council meeting.

**Finance Committee –**

*Council Representative, Leif Albertson –*  
Potential areas of action for cost savings within the City as well as revenue options to include Health Insurance as well as city vehicles.

**Energy Committee –**

*Council Representative, Zach Falser–*  
A meeting has not been held since the last City Council meeting.

**Public Works Committee –**

*Zef Lakahni, Public Works Director –*  
The boardwalk between the College and the Hospital was discussed. A recommendation was prepared and submitted to the Council.  
The institutional corridor project, dredging of the lagoon, lighting at different locations in the community as well as the advertisement of the vacant positions was discussed.

**Marijuana Advisory Committee –**  
*Council Representative, Zack Fansler –*  
A meeting was not held due to a lack of a quorum.

**Non-Standing Committee –**  
Nothing to report.

**VIII. UNFINISHED BUSINESS**

*Council Member Hoffman declared a conflict of interest on Resolution 15-18 and the ONC request for \$50,000 for in-kind donation.*

*Mayor Robb ruled, Council Member Nikki Hoffman does have a conflict of interest on the two issues.*

*Council Member Hoffman stepped down from the Council bench.*

**Item A – Resolution 15-18: Authorization To Transfer Obsolete Used Furniture And Equipment Located At The Bethel Senior Center To ONC Senior Center Program.**

**Main Motion:** Approve Resolution 15-18.

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Moved by:	Herman
Seconded by:	Fansler
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Primary Amendment:** Amend Resolution 15-18 to reflect that provided by the City Attorney.

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Moved by:	Herman
Seconded by:	Welch
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Welch
Opposed:	-0

*Council Member Hoffman returned to the Council bench.*

**Item B – Public Hearing On Ordinance 15-21: Amending Bethel Municipal Code 5.30, Taxicab, River Taxi, Limousine And Bus Permits, To Require Video Camera Surveillance System And Global Positioning System Capabilities.**

*Vice-Mayor Maczynski opened the public hearing.*

*No one was present to be heard.*

*Vice-Mayor Maczynski closed the public hearing.*

**Main Motion:** Postpone.

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Moved by: Hoffman  
Seconded by: Fansler  
Action: Motion carries by a vote of 6-1  
In favor:  Maczynski  Albertson  Herman  Fansler  Hoffman  Welch  
Opposed:  Robb

**Item C – Public Hearing Of Ordinance 16-01: Establishing A Limited Moratorium On Commercial Marijuana.**

*Vice-Mayor Maczynski opened the public hearing.*

Dave Trantham – Spoke in opposition to Ordinance 16-01.  
Mary Nanuwaic – Spoke in favor of Ordinance 16-01.  
Fritz Charles – Spoke in opposition to Ordinance 16-01.

*Vice-Mayor Maczynski closed the public hearing.*

**Main Motion:** Adopt Ordinance 16-01.

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Moved by: Fansler  
Seconded by: Herman  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Herman  Fansler  Hoffman  Welch  
Opposed: -0

**Item D – Approval Of City Manager And Two City Council Members To Travel To The National League Of Cities Conference, March 5-9, 2016.**

**Main Motion:** Approve the City Manager and to City Council members to travel to the National League of Cities Conference.

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Moved by: Fansler  
Seconded by: Hoffman  
Action: Motion does not carry by a vote of 2-5  
In favor:  Robb  Fansler  
Opposed:  Herman  Welch  Albertson  Hoffman  Maczynski

**Main Motion:** Amend to strike “two council members” and insert “one council member.”

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Moved by: Fansler  
Seconded by: Robb  
Action: Motion carries by a vote of 4-3  
In favor:  Robb  Albertson  Herman  Fansler  
Opposed:  Hoffman  Welch  Maczynski

**Main Motion:** Take a ten minute break.

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Moved by: Hoffman  
Seconded by: Herman  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Herman  Fansler  Hoffman  Welch  
Opposed: -0

**Item E – Wind Turbine Maintenance Contract With Northern Power.**

**Main Motion:** Postpone.

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Moved by: Welch  
Seconded by: Hoffman  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Herman  Fansler  Hoffman  Welch  
Opposed: -0

## **IX. NEW BUSINESS**

**Item A – Resolution 16-03: Supporting The Governor's Budget Inclusion Of Revenue Sharing.**

**Main Motion:** Adopt Resolution 16-03.

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Moved by: Hoffman  
Seconded by: Herman  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Herman  Fansler  Hoffman  Welch  
Opposed: -0

**Item B – Introduction Of Budget Ordinance 15-14 (c): Fiscal Year 2016 Budget Amendments- Cash Match of \$250,000 For The Ridgecrest Drive Project.**

**Main Motion:** Introduce Budget Ordinance 15-14 (c).

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Moved by: Herman  
Seconded by: Fansler  
Action: Motion carries by a vote of 7-0  
In favor:  Robb  Maczynski  Albertson  Herman  Fansler  Hoffman  Welch  
Opposed: -0

**Item C – Introduction Of Ordinance 16-02: Property Acquisition From The Department Of Military And Veterans Affairs, Lot 15, USS 4117.**

*Passed on the consent agenda.*

**Item D – AM 16-06: Approval Of The Mayor’s Appointment Of Kathryn Baldwin To The Parks, Recreation, Aquatic Health And Safety Center Committee As An Alternate Member.**

*Passed on the consent agenda.*

**Item E – AM 16-07: Justification And Approval To Contract ProDev For YK Fitness Center Request For Proposal And Contracting Support.**

**Main Motion:** Approve AM 16-07.

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Moved by:	Robb
Seconded by:	Herman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Primary Amendment:** Adopt the amended version of AM 16-07.

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Moved by:	Robb
Seconded by:	Hoffman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**Item F – Review of Donlin Gold Environmental Impact Study.**

Direct the City Administration to draft and send a letter on behalf of the Council to request an extension to the Army Corps of Engineers for the public review and comment on the Donlin Gold EIS.

**Main Motion:**

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Moved by:	Hoffman
Seconded by:	Herman
Action:	Motion does not carry by a vote of 0-7
In favor:	0
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch

**Pronounced**

**Main Motion:** Amend to request a one year extension.

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Moved by:	Hoffman
Seconded by:	Herman
Action:	Motion carries by a vote of 6-1
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb

**Item G** – Personal Leave Request For City Manager.

*Passed on the consent agenda.*

**Item H** – Orutsararmiut Native Council's Request For \$50,000 for In-Kind Donation.

**Main Motion:** Direct Administration to establish a budget modification for donation to ONC.

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

- X. MAYOR'S REPORT**
- XI. MANAGER'S REPORT**
- XII. CLERK'S REPORT**
- XIII. COUNCIL MEMBER COMMENTS**

Mayor Richard Robb –  
No comment.

Vice-Mayor Byron Maczynski –  
No comment.

Council Member Albertson –  
No comment.

Council Member Chuck Herman –  
No comment.

Council Member Zach Fansler –  
Thanked everyone for their hard work during the K300 Race. Congratulations to Pete Kaiser for his win.

Council Member Nikki Hoffman –  
No comment.

Council Member Alisha Welch –  
No comment.

**XIV. EXECUTIVE SESSION**

**Item A** – Executive Session As Per Alaska Statutes 44.62.310: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-Lease With Lower Kuskokwim School District, Kilbuck.

**Item B** – Executive Session To Discuss The Annual Evaluation Of The City Manager As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person.

Move into Executive Session As Per Alaska Statutes 44.62.310: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-Lease With Lower Kuskokwim School District, Killbuck. Those participating will be City Council, City Manager, City Attorney, and City Clerk.

To Discuss The Annual Evaluation Of The City Manager As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person. Those participating will be City Council and City Manager.

**Main Motion:**

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Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

Postpone Item B, – Executive Session To Discuss The Annual Evaluation Of The City Manager As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person.

**Main Motion:**

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Moved by:	Albertson
Seconded by:	Herman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

**XV. ADJOURNMENT**

**Main Motion:** Adjourn

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Moved by:	Herman
Seconded by:	Welch

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Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Herman <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	-0

*Council adjourned at 10:24 p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

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# ***Reports of Standing Committees***

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# City of Bethel, Alaska

## Public Works Committee Minutes

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January 20, 2016

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on January 20, 2016 at the council chambers of the City Hall, Bethel, Alaska. The meeting was called to order at 6:45pm by chair, Frank Neitz.

### II. ROLL CALL:

Comprising a quorum of the committee, the following were present: Frank Neitz, Scott Guinn, Delbert Egoak, and Joseph Klejka.

Excused absence(s): Robert Champagne, Byron Maczynski, Jennifer Dobson, Donna Lindsey.

Also Present: Public Works Director, Muzaffar Lakhani.

### II. PEOPLE TO BE HEARD: none

### IV. APPROVAL OF AGENDA:

<b>MOVED BY</b>	Scott Guinn	Motion to approve the agenda.
<b>SECONDED BY:</b>	Joseph Klejka	

<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.
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### V. APPROVAL OF MINUTES:

<b>MOVED BY:</b>	Joseph Klejka	Motion to approve minutes of December 16, 2015 regular meeting.
<b>SECONDED BY:</b>	Delbert Egoak	

<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.
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### VI. SPECIAL ORDER OF BUSINESS: none

### VII. UNFINISHED BUSINESS

**Item A-Water and Sewer Master Plan/Institutional Corridor Piped Water Supply Project:** Dowl Engineers are working with the Yukon Kuskokiwim Heath Corporation (YKHC) for Hospital to connect to the piped water supply project and the easement acquisition for this project. Engineers are currently adjusting the plan and June 16, 2016 is the expected date to start construction.

**Item B-Sewer Lagoon Request for Proposal (RFP) for Preliminary Engineering Report (PER) and Engineering Report (ER) for Truck Dump Site:**

The (PER) Preliminary Engineering Report for this project is expected to be submitted to the State this week, then the (ER) Engineering report will be submitted.

**Item D-Installing slip lining inside old metallic water pipes in the Bethel Heights subdivision-** No new information presented, but suggested to keep moving forward on this project.

**VIII. NEW BUSINESS:**

**A. Joint Committee Meeting with Parks and Pool Committee to discuss boardwalk removal/repair between hospital and college:**

<b>MOVED BY</b>	Scott Guinn	Motion to amend agenda moving New Business item "A" to the first discussion
<b>SECONDED BY:</b>	Joseph Klejka	

<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.
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- B. Hiring Employees on social media:** Committee is trying to gain more attention to City's job openings via Face book.
- C. Discuss ways to make city jobs more attractive:** Suggestion was made to make job benefits and salaries more attractive and advertise via newspaper ads not just local but global.
- D. Discuss recommending to the city council purchase of new water and sewer trucks for the Public Works Department:** City council has approved the purchase of one new water truck which is currently in ordering process.

**IX. DIRECTOR'S REPORT:**

Public Works Director, Muzaffar Lakhani reports that he will be on leave from April 28-2016 through June 8, 2016. The sewer Truck dump site project (PER) Preliminary Engineering Report and the (ER) Engineering report are moving forward. Also there was a shipment of anthracite that has received and the water quality has improved a lot by the addition of Anthracite to the filters of the City Sub WTP.

**X. MEMBER COMMENTS:**

- Scott Guinn:** no comment.
- Joseph Klejka:** no comment.
- Delbert Egoak:** no comment.
- Frank Neitz –:** Thank you all.

**XI. ADJOURNMENT:**

<b>MOVED BY:</b>	Delbert Egoak	Motion to adjourn
<b>SECONDED BY:</b>	Scott Guinn	

<b>VOTE ON</b>	Motion Carried by unanimous vote
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<b>MOTION</b>	
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With no further business, meeting adjourned at 7:40pm

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

\_\_\_\_\_  
Pauline Boratko  
Recorder of Minutes

\_\_\_\_\_  
Frank Neitz  
Chair

DRAFT

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**City of Bethel, Alaska**  
**Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes**

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January 04, 2016

Regular Meeting

Bethel, Alaska

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**I. CALL TO ORDER**

The meeting was called to order by Michelle DeWitt at 6:00 pm.

**II. ROLL CALL**

Comprising a quorum of the Committee, the following were present:

Michelle DeWitt, Judy Wasierski, Kathy Hanson, Barbara Moiser, Beverly Hoffman, Rick Robb, and Mary Weiss arrived at 6:07pm.

Also in attendance were the following:

Matthew Ross, Parks & Recreation Rep  
 Ann Capela, City Manager  
 Pauline Boratko, Committee Recorder  
 Raunicka Ray, Pool Manager  
 Muzaffar Lakhani, Public Works Director

**III. PEOPLE TO BE HEARD:**

Patty Burley- addressed concerned about Log Cabin usage for Kozy Quilters Club

Kerri Fox- spoke in support of having used the Log Cabin for a meeting place for activities

Eileen Hendrickson- addressed the use of the Log Cabin

Matt Scott- addressed partnership with Health and Wellness Center with YKHC

**IV. APPROVAL OF AGENDA**

MOVED BY:	R. Robb	Motion to approve agenda
SECONDED BY:	J. Wasierski	
VOTE ON MOTION:	Unanimously approved	

**V. APPROVAL OF THE MINUTES:**

MOVED BY:	M. Dewitt	Motion to approve the minutes
SECONDED BY:	R. Robb	
VOTE ON MOTION:	Unanimously approved	

**VI. SPECIAL ORDER OF BUSINESS:**

- a. Annual Committee Training with City Clerk-Lori Strickler

**IX. DEPARTMENT HEAD REPORT:** Matt Ross, Parks and Recreation representative reported that he is already getting a jump start on the 4<sup>th</sup> of July festivities and is wanting to get some of the responsibly to community development. Ross is also in the process of getting his Playground Safety Certification. Muzaffar Lakhani, Public Works Director reports that there was a meeting lasting three hours concerning the pool temperature and the wind turbines.

**X. UNFINISHED BUSINESS:**

- a. Capital Fund Trails: Identification of Priority Improvements- Discussion of \$270,000 be used to replace old board walk. A suggestion was made to have the removal of the board walk be in house.
- b. Pool Operations Plan: Review and Discussion-
- c. Pool Usage: Review of Usage Data- Review of the usage data was made and to gain more attention is suggest to work on different ways of advertisement.
- d. Pool Financial Report: Review of Updated Revenue and Expenses
- e. Corporate Discounts: Update on status of existing/new agency corporate partners- Committee members are working with local corporations is currently working on a agreement with the Lower Kuskokwim School District (LKSD). The Alaska Commercial Company (AC) is also interested in the fitness center discount.
- f. Boardwalk behind the University of Alaska -demolish old board walk and make new trail.

**XI. NEW BUSINESS:**

- a. Establish a new Dog Park-
- b. Pool Temp Strategy-
- c. Sub-Committee Report-

**XI. MEMBER COMMENTS:**

- M. Weiss- No comment
- J. Wasierski- No comment
- M. Dewitt- Do I need to come for a report?
- B. Hoffman- We got a lot done.
- R.Robb- No comment
- B. Moiser- No comment

**XII. ADJOURNMENT**

MOVED BY:	M. Dewitt	To adjourn the meeting at 9:40 pm
SECONDED BY:	J. Wasierski	
VOTE ON MOTION	Unanimously approved	

With no further business before the Committee, the meeting Adjourned at 9:40 p.m.

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

\_\_\_\_\_  
Pauline Boratko, Committee Recorder

\_\_\_\_\_  
Michelle Dewitt, Chair

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**>>>>DRAFT<<<<**  
**City of Bethel, Alaska**  
**Planning Commission-Special Meeting**

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Feb. 2, 2016

Special Meeting

Bethel, Alaska

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**I. CALL TO ORDER**

A special meeting of the Planning Commission was held February 2, 2016 at 6:30 pm in the City of Bethel Council Chambers room, in Bethel, Alaska.

Chair Shantz called the meeting to order at 6:40 pm.

**II. ROLL CALL**

Compromising a quorum of the Committee, the following members were present for roll call: Joy Shantz, Kathy Hanson, Nikki Hoffman, Kurt Kuhne, and Cliff Linderoth. Excused was John Guinn and Lorin Bradbury.

Ex-Officio members present were the following: Planning Director Ted Meyer and Recorder Betsy Jumper. Also present was City Attorney Patty Burley and City Manager Ann Capela.

**III. PEOPLE TO BE HEARD (5 minute limit)** Nobody wished to be heard.

**IV. NEW BUSINESS:**

- A. PUBLIC HEARING: Applicant: Bethel Spirits, LLC, is applying for a Conditional Use Permit to open a Package Store. The Legal Description is United States Survey 1002, lot 1, in Bethel, Alaska 99559. The physical address is 750 Front Avenue.
- B. PUBLIC HEARING: Applicant: Fili's Restaurant is applying for a Conditional Use Permit to obtain a Liquor License. The Legal Description is United States Survey 3770, lot 1, block 6, in Bethel, Alaska 99559. The physical address is 110 Osage Avenue.

*Chairman Shantz opened the public hearing.*

Item A.

The Planning Director introduced himself and presented a report on the Bethel Spirits Conditional Use permit Application.

Applicant Ana Hoffman of Bethel Spirits LLC presented a history of the request for a permit for a liquor store and the site location.

**Wishing to be heard was:**

- Father Chuck Peterson spoke in opposition of a package store;
- Father Thomas also spoke in opposition of a package store.

After a discussion, and finding the applicant met most of the conditions set forth in BMC 18.60.040 (B)(1) through (10), the Planning Commission moved:

**MOTION TO ACCEPT THE BETHEL SPIRITS, LLC CONDIONAL USE PERMIT WITH CONDITIONS**

<b>MOVED:</b>	Kurt Kuhne	To approve the Bethel Spirits LLC Conditional Use Permit, with the condition that the building has adequate lighting surrounding the building for safety reasons.
<b>SECONDED:</b>	Kathy Hanson	
<b>VOTE ON MOTION</b>		
All in favor Motion passes -- 4 yes and 0 opposed.		

Item B.

The Planning Director went over the Fili's Conditional Use application, such as zoning, the history of the building, and characteristics of the neighborhood.

Applicant Kadri Limani of Fili's presented the request for a liquor license, and how all the conditions met all requirements of the City of Bethel.

**Wishing to be heard was:**

--Citizen Ana Hoffman spoke of concerns with Ridgecrest Drive being a main artery and what would happen if Ridgecrest were blocked off due to an accident.

After a discussion, and finding the applicant met most of the conditions set forth in BMC 18.60.040 (B)(1) through (10), the Planning Commission determined:

**MOTION TO ACCEPT THE FILI'S CONDITIONAL USE PERMIT APPLICATION WITH THE FOLLOWING CONDITIONS:**

<b>MOVED:</b>	Kurt Kuhne	To approve the Conditional Use Permit, with the conditions that Ridgecrest Drive be blocked off for safety reasons, and also to look at the possibility of installing a guardrail near the embankment in the parking area.
<b>SECONDED:</b>	Kathy Hanson	
<b>VOTE ON MOTION</b>		
All in favor Motion passes - 4 yes and 0 opposed		

Chairman Shantz closed the public hearing.

**XI. ADJOURNMENT**

<b>MOVED:</b>	Kathy Hanson	Motion to adjourn the meeting at 8:40.
<b>SECONDED:</b>	Kurt Kuhne	
<b>VOTE ON MOTION</b>		
Motion carried by unanimous voice vote.		

\_\_\_\_\_, Joy Shantz,  
Chairperson

ATTEST: \_\_\_\_\_, Betsy Jumper  
Recorder

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# ***Special Order of Business***

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# ***Unfinished Business***

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Introduced by: Council Member Springer  
Date: July 28, 2015  
Public Hearing: December 8, 2015  
January 12, 2016  
January 26, 2016  
February 9, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #15-21**

#### **AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE, CHAPTER 5.30, TAXICAB, RIVER TAXI, LIMOUSINE AND BUS PERMITS, TO REQUIRE VIDEO CAMERA SURVEILLANCE SYSTEM AND GLOBAL POSITIONING SYSTEM CAPABILITIES**

**NOW, THEREFORE BE IT ORDAINED**, that the City of Bethel authorizes a change to the Bethel Municipal Code as described herein.

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

**SECTION 2. Amendment.** The Bethel Municipal Code is to be amended as follows (new language is underlined and old language is stricken)

#### **Chapter 5.30 TAXICAB, RIVER TAXI, LIMOUSINE AND BUS PERMITS**

##### **Sections:**

- 5.30.010 Taxicab permit required.
- 5.30.020 River taxi permit required.
- 5.30.030 Bus permit required.
- 5.30.035 Limousine permit required.
- 5.30.040 Application for permits.
- 5.30.050 Issuance of new nontransferable taxicab permits.
- 5.30.055 Taxicabs – Renewal of existing permits.
- 5.30.060 Taxicabs – Transfer of existing permit.
- 5.30.065 Posting of taxicab permit.
- 5.30.070 Taxicabs – Number of vehicles operated per permit.
- 5.30.080 Taxicabs – Subscription to dispatch service.
- 5.30.090 Taxicabs – Vehicle markings.
- 5.30.100 Required equipment.

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Date: July 28, 2015  
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- 5.30.120 Insurance required.
- 5.30.130 Posting of insurance notice.
- 5.30.140 Records.
- 5.30.160 Single use of vehicle.
- 5.30.170 Vehicle horn honking.
- 5.30.180 Safety equipment tampering prohibited.

**5.30.010 Taxicab permit required.**

A. No person may provide taxicab service in the city unless that person:

1. Is a permittee in possession of a valid taxicab permit issued to him or her, and is in compliance with Chapters 5.20 through 5.50 BMC; or
2. Has entered into an agreement with a permittee as a lease operator which allows that person to provide taxicab services pursuant to the permittees authority only for as long as the permittee is lawfully in possession of the permit and complies with all terms and conditions of issuance of the permit, and only if such an arrangement is approved in advance by the transportation inspector. In order to obtain such approval from the transportation inspector, the transportation inspector must approve the language of a written lease agreement and determine that the lease operator meets all requirements imposed on chauffeurs and taxicab permittees by Chapters 5.20 through 5.50 BMC. A decision of the transportation inspector denying a lease operator arrangement can be appealed to the commission in accordance with BMC 5.20.100.

B. No permittee shall allow another person to provide taxicab service under the authority of his or her permit except as allowed in subsection A of this section. Violation of this section is grounds for immediate revocation of a taxicab permit.

C. No person may operate or dispatch a vehicle as a taxicab unless that vehicle is described on a taxicab permit as provided in subsection A of this section. Violation of this section is grounds for immediate revocation of a license or permit.

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- D. No person may provide taxicab service pursuant to a taxicab permit except in accordance with Chapters 5.20 through 5.50 BMC. Violation of this section is grounds for immediate revocation of a permit.
- E. The permittee shall utilize as chauffeurs only currently licensed chauffeurs who have satisfactorily completed a commission-approved driver training and testing program and who are otherwise in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC.

#### **5.30.020 River taxi permit required.**

- A. No person may provide river taxi service within the city without a river taxi permit. A river taxi permit, or any interest in a river taxi permit issued pursuant to this section, shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if it is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- B. A person may apply for an original or renewal river taxi permit by complying with the requirements of BMC 5.30.040. If the applicant is in compliance with all of the terms and conditions of Chapters 5.20 through 5.50 BMC that apply to river taxis, he or she shall be issued a permit.

#### **5.30.030 Bus permit required.**

- A. A person may provide bus service within the city with a bus permit. A permit, or any interest in a permit issued pursuant to this section, shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if it is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- B. A person may apply for an original or renewal bus permit by complying with the requirements of BMC 5.30.040. If the applicant is in compliance with all of the terms and conditions of Chapters 5.20 through 5.50 BMC that apply to buses, he or she shall be issued a permit.
- C. A bus must operate on a defined route. The route must be submitted to the transportation inspector. Any changes in the route must be submitted to the

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transportation inspector. Bus operators may deviate from the defined route up to three-fourths (3/4) of a mile to accommodate handicapped passengers.

**5.30.035 Limousine permit required.**

A. A person may provide limousine service in the city if that person:

1. Is a permittee in possession of a valid limousine permit issued to him or her, and is in compliance with Chapters 5.20 through 5.50 BMC;
2. Operates a limousine;
3. Utilizes currently licensed chauffeurs who have satisfactorily completed a commission-approved driver training and testing program and who are otherwise in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC.

B. A limousine will provide service by reservation or prearranged call for service. It is unlawful for a limousine chauffeur to provide flag stop service to passengers by curbside hail or the use of fixed routes.

C. The current rates to be charged by a limousine permittee shall be provided to the transportation inspector in the form of a rate sheet. The permittee is responsible for providing the inspector with a new rate sheet as prices change. The prices on the rate sheet must be greater than the maximum rates allowed for the provision of a similar ride by taxicab.

The following rates are established as minimum rates for limousine operators:

One-half (1/2) hour or less arranged ride: fifty dollars (\$50.00);

One (1) hour arranged ride: eighty dollars (\$80.00).

**5.30.040 Application for permits.**

A. An application for an original or renewal taxicab, bus, limousine or river taxi permit shall be made to the transportation inspector.

B. An application for a permit shall be submitted on a form approved by the transportation inspector and shall be accompanied by:

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1. The fee specified in BMC 5.20.160;
  2. Proof of insurance for the vehicle as required by Chapters 5.20 through 5.50 BMC;
  3. Proof that the applicant is at least eighteen (18) years of age; and
  4. Proof that the applicant is in compliance with the drug and alcohol testing requirements of BMC 5.20.085.
- C. An applicant shall not be granted an original or renewal permit unless the applicant meets the requirements imposed on chauffeurs in BMC 5.40.030.
- D. If the commission determines that the public convenience and necessity requires issuance of additional taxicab permits in accordance with BMC 5.30.050, the following persons may apply for such a permit:
1. Currently active chauffeurs licensed under Chapters 5.20 through 5.50 BMC with no fewer than two (2) years of continuous experience as a taxicab chauffeur in good standing in Bethel;
  2. Applicants who have not had a felony or misdemeanor conviction entered by a court of competent jurisdiction within five (5) years of the date of application for:
    - a) Assignment, prostitution, solicitation for the purpose of prostitution, offering to secure another for the purpose of prostitution, maintaining vehicle for the purpose of prostitution or accepting money from a prostitute; or
    - b) Sale, transportation, possession or use of any controlled substance as defined by AS 11.71 or a similar law of another jurisdiction, or engaging in an act prohibited under AS 04.11, 04.16 or 04.17.
- E. If the commission decides to issue an additional permit or permits in accordance with this chapter, a taxicab permit may be issued by the commission only if the applicant complies with subsections B through D of this section, and is certified as required by BMC 5.20.150.

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- F. Each representation made in an application for an original or renewal permit shall be correct. Any false or misleading statement or misrepresentation as to a material matter in an application shall be grounds for denial of the application for a permit or revocation of a permit.

**5.30.050 Issuance of new nontransferable taxicab permits.**

- A. The total number of outstanding taxicab permits shall be determined by the public convenience and necessity. Any person or any member of the commission may initiate commission inquiry into the public convenience and necessity for issuance of additional permits. Hearings regarding public convenience and necessity shall be held to determine if the public convenience and necessity warrants issuance of one (1) or more additional nontransferable permits. The commission shall hold an inquiry into the public convenience and necessity at least once in a twenty-four (24-) month period.
- B. At the hearing conducted pursuant to subsection A of this section, the commission may consider, among other things, evidence of:
1. The public demand for additional taxi service;
  2. The unfulfilled requests for service;
  3. The reasonableness of waiting time for service; and
  4. The economic impact of additional permits on the viability of the existing taxicab industry.
- C. If the commission finds that it is more likely than not, based on the evidence presented at hearing, that the public convenience and necessity would be best served by the issuance of one (1) or more new taxicab permits, such permit or permits shall be issued in the manner provided in subsection D of this section.
- D. No later than ninety (90) days after the commission determines that a new taxicab permit should be issued, the transportation inspector shall conduct a public auction as follows:
1. The auction shall be conducted by sealed bid, and the permit shall be issued to the highest qualified bidder;

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2. To be responsive, a bid must equal or exceed the taxicab permit issuance fees provided for in BMC 5.20.160;
  3. The term "qualified bidder" means a person who meets the requirements of BMC 5.30.040, and tenders the successful full bid price in cash within five (5) days after notice that he or she is the highest bidder;
  4. If the highest bidder is not a qualified bidder, the permit shall be issued to the next highest bidder who is also a qualified bidder. If none of the bidders are also qualified bidders, the transportation inspector shall again offer the permit at auction as provided by this section within one hundred eighty (180) days after the previous auction.
- E. No person may apply for a hearing pursuant to subsection A of this section within one hundred twenty (120) days after one (1) or more new permits authorized for issuance pursuant to this section have been actually issued. The commission may consolidate multiple hearing requests if it deems it appropriate to do so.
- F. A permit, or any interest in a permit, issued pursuant to this section shall not be transferable through sale, lease, rental, power of attorney, or any other manner of conveyance, and shall become void and revert to the commission if the permit is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.
- G. Permittees issued nontransferable permits in accordance with this section are subject to all revocation, suspension, and penalty provisions of Chapters 5.20 through 5.50 BMC, as well as all other requirements of Chapters 5.20 through 5.50 BMC.

### **5.30.055 Taxicabs – Renewal of existing permits.**

An application for renewal of an existing taxicab permit made in accordance with BMC 5.30.040 shall be renewed only if the applicant is in compliance with all of the requirements of Chapters 5.20 through 5.50 BMC that apply to taxicabs and taxicab permittees. A permit that is not renewed shall become void and revert to the commission.

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**5.30.060 Taxicabs – Transfer of existing permit.**

- A. A person may transfer an interest (whether financial or proprietary in nature, a security interest, or some other form of interest) in a taxicab permit originally issued prior to December 31, 2000, or any interest in the corporation, joint venture, association, partnership, or other group or entity which owns an interest in a taxicab permit originally issued prior to December 31, 2000, only if the person obtains the prior approval of the transportation inspector.
- B. An application for transfer of a taxicab permit in accordance with subsection A of this section shall be made to the transportation inspector on forms approved by the transportation inspector and shall be accompanied by the proposed contract for sale or other interest transfer which states the specific consideration to be paid by the transferee, as well as all other material conditions of the sale or other transfer of interest. The application for transfer shall also identify all parties who have or are proposed to have a financial, proprietary, security or other interest in the permit. The application may request other information necessary to determine if the transfer is in the best interests of the public, including but not limited to evidence of the financial ability to meet the consideration requirements of the contract for sale or other interest transfer. If the transferee meets the requirements of this section and all other requirements for obtaining a taxicab permit contained in Chapters 5.20 through 5.50 BMC, and the transportation inspector approves the language of the contract for sale or other interest transfer, the transportation inspector may approve the transfer.
- C. A decision of the transportation inspector with respect to transfer of an interest under this section may be appealed to the commission in accordance with BMC 5.20.100.
- D. If transfer of a permit is not approved in accordance with this section and the permittee no longer wishes to operate under the permit or the permittee is no longer in compliance with the provisions of Chapters 5.20 through 5.50 BMC, the permit shall become void and revert to the commission.
- E. New permits issued in accordance with BMC 5.30.050 shall not be transferable, and shall become void and revert to the commission if the permit is revoked or not renewed in accordance with the provisions of Chapters 5.20 through 5.50 BMC.

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**5.30.065 Posting of taxicab permit.**

The permit for each taxicab, river taxi, limousine or bus shall be posted in the interior of the taxicab, river taxi, limousine or bus in the manner designated by the transportation inspector. No person may operate a taxicab, river taxi, limousine or bus unless the permit is so posted.

**5.30.070 Taxicabs – Number of vehicles operated per permit.**

- A. Except as otherwise provided in this section, only one (1) vehicle, which shall be designated on the taxicab permit application, may be operated pursuant to that permit.
  
- B. Upon application to the transportation inspector, payment of the appropriate fee, and a demonstration of need, the transportation inspector may authorize operation of a substitute vehicle for a period of time not to exceed thirty (30) consecutive days. The transportation inspector shall be notified prior to substitution of the date, time, and substitution vehicle being placed in service, the permit number utilizing the substitute vehicle, the reason for the use of the substitute vehicle and the signature of the person authorizing the use of the substitute vehicle. If substitution is authorized, the transportation inspector shall subsequently be immediately notified of the date and time the substitute vehicle is removed from service and the original permitted vehicle is placed back in service. The transportation inspector shall require an inspection of the original vehicle before it is returned into service. No person may operate a substitute vehicle under this section unless the substitution has been authorized by the transportation inspector in accordance with this section, and a copy of the authorization is carried in the substitute vehicle at all times.
  
- C. If the use of the substitute vehicle was occasioned by a mechanical problem or vehicle accident affecting the safe operation of the original vehicle, the transportation inspector may allow a permanent vehicle transfer.
  
- D. The transportation inspector may permit a permanent vehicle transfer not more than four (4) times before the expiration of the original permit for reasons other than mechanical problems.

Introduced by: Council Member Springer  
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**5.30.080 Taxicabs – Subscription to dispatch service.**

Every taxicab permittee shall subscribe to a dispatch service permitted pursuant to Chapter 5.50 BMC for the taxicab operated under his or her permit. No taxicab may be dispatched by more than one (1) dispatch service. Failure to comply with this section shall be grounds for immediate revocation of a permit or license.

**5.30.090 Taxicabs – Vehicle markings.**

- A. Every taxicab shall display the trade name under which it operates and the vehicle number assigned to it by the transportation inspector in the area between the back bumper and the top of the trunk of the taxicab on the rear end of the taxicab with permanent contrasting letters and numbers no less than four (4) inches high.
- B. Every taxicab shall bear its vehicle number, as assigned to it by the transportation inspector, on all sides of the taxicab with permanent letters no less than four (4) inches high. Every taxicab shall display its vehicle number assigned by the transportation inspector on the front fender adjacent to the front door jam on both the driver and passenger side of the vehicle in numbers no less than four (4) inches high. The number shall be placed in the middle of the fender, but in no event less than two (2) inches above the bottom of the fender, or more than four (4) inches below the top of the fender.
- C. The transportation inspector will provide every taxicab permit holder with reflective decals bearing the assigned vehicle number required to meet the requirements of this section. Taxicab permit holders shall display trade names on vehicles with reflective decals that meet the requirements of this section.
- D. Except as otherwise provided by law, no taxicab may be used or sold for any purpose other than for use as a taxicab until all signs, insignia, license plates, lights or other markings have been removed or an "out of service" sign is posted on the taxicab in the form and manner designated by the transportation inspector.

**5.30.100 Required equipment.**

In addition to the mechanical equipment required in BMC 5.20.080(D), every taxicab shall have the following equipment:

Introduced by: Council Member Springer

Date: July 28, 2015

Public Hearing: December 8, 2015

January 12, 2016

January 26, 2016

February 9, 2016

Action:

Vote:

- A. Every taxicab shall be equipped with an operable two-way radio that receives and transmits a signal only on the frequency used by that taxicab's dispatch service. At no time may a taxicab be equipped with an apparatus capable of monitoring a frequency used by a dispatch service other than that used by that taxicab's dispatch service. The radio of each taxicab shall be identifiable through the dispatch company through which the taxicab is dispatched.
- B. Every taxicab shall be equipped at all times with an interior light of not less than two (2) candlepower arranged so as to illuminate the entire passenger compartment. The light shall be illuminated whenever passengers are being loaded or unloaded from the taxicab between one-half (1/2) hour after sunset of one (1) day and one-half (1/2) hour before sunrise the next day. No shades or blinds shall be drawn over any windows of the taxicab while occupied by a passenger.
- C. Every taxicab shall be equipped with a nonflashing light on the exterior of the roof of a type approved by the transportation inspector. The light shall be illuminated only when the taxicab is in service.
- D. All taxicabs, limousines and buses must have factory seat belts for the maximum number of passengers that may be transported in a particular vehicle.
- E. River taxis shall have the following:
  1. Four-wheel drive vehicle with at least twelve- (12-) inch clearance;
  2. VHF radio;
  3. Dual battery system;
  4. All equipment listed in subsections A through C of this section in addition to the following: a come-a-long or winch and shovel; ground and air flares; carbon monoxide detector; first aid kit; safe alternate form of heat, i.e., candles, canned heat, etc., one (1) wool blanket, one (1) survival or space blanket for each potential passenger, spare tire, and tools required to change a tire, i.e., jack lug wrench, etc.;

Introduced by: Council Member Springer

Date: July 28, 2015

Public Hearing: December 8, 2015

January 12, 2016

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Action:

Vote:

5. A river taxi driver shall carry clothes appropriate for the weather conditions and the number of passengers for a particular trip, to include but not be limited to, winter hats, boots, gloves, pants and coats.

F. Every regulated vehicle shall be equipped at all times with a video camera surveillance system and have global positioning system capability. The surveillance and GPS systems shall be capable of recording and storing the data of at least 72 hours of in-service operations. The recorded data shall be stored on board the taxicab or transmitted for storage. The stored data for the immediately preceding 72 hours of recording shall not be altered or manipulated by any person, and shall be made available for review and inspection by the transportation inspector for purposes of enforcement of chapters 5.20, 5.30 and 5.40 or by a peace officer as defined in AS 1.10.060 upon request. For good cause, the Transportation Inspector may order retention of recorded data of specific dates, trips, or incidents for up to two years.

1. The video camera surveillance system shall have the capability to operate 24 hours a day, record video only, and be compatible with surveillance during both daytime and nighttime. The surveillance system shall either have continuous operation or be activated by the opening of a door, or some other self-initiating device which does not require the specific decision or action by the chauffeur to activate the surveillance system. The system shall be capable of producing high-quality pictures for law enforcement use. The system shall have cameras facing the front and rear and positioned in a manner that provides views of the regulated vehicle interior that are visible to passerby and does not violate privacy rights. A limousine shall not have video surveillance of the passenger area designed and intended to provide privacy from the chauffeur and public view, but may have a view into that area when a privacy partition or device is open.

2. The global positioning system capability of any regulated vehicle shall either have continuous operation or be activated by a self-initiating device which does not require the specific decision or action by the chauffeur to activate the global positioning system. The global positioning system in taxicabs must be capable of alerting the monitoring station of emergencies. The dispatch company or a company within the municipality approved by the transportation inspector will be the monitoring station for a taxicab's global positioning system.

Introduced by: Council Member Springer

Date: July 28, 2015

Public Hearing: December 8, 2015

January 12, 2016

January 26, 2016

February 9, 2016

Action:

Vote:

**5.30.120 Insurance required.**

- A. Before any permit is issued for any taxicab, river taxi, limousine or bus, the applicant shall furnish to the transportation inspector the insurance policies required by this section, issued by an insurance company that is authorized to do business within the state.
  
- B. The insurance required by this section for vehicles with a manufacturer's rated seating capacity of six (6) persons or less, or, if a mini-van, six (6) persons or less seating capacity after seat removal to accommodate baggage, shall provide coverage as follows:
  - 1. Combined single limit for all bodily injury or property damage arising from one (1) accident: three hundred thousand dollars (\$300,000); and
  - 2. For all persons injured or dead in any one (1) accident caused by an uninsured motorist: One hundred thousand dollars (\$100,000).
  
- C. The insurance required by this section for vehicles with a manufacturer's rated seating capacity of seven (7) persons or more, or if a mini-van, seven (7) persons or more seating capacity after seat removal to accommodate baggage, shall provide coverage as follows:
  - 1. Combined single limit for all bodily injury or property damage arising from one (1) accident: Seven hundred thousand dollars (\$700,000); and
  - 2. For all persons injured or dead in any one (1) accident caused by an uninsured motorist: One hundred thousand dollars (\$100,000).
  
- D. Every insurance policy or certificate shall contain a clause obligating the insurer or surety to give the transportation inspector written notice no less than thirty (30) days before the cancellation, expiration, nonrenewal, lapse, or other termination of such insurance, unless the specified policy is for a vehicle which will no longer be used as a taxicab. A lapse, cancellation, expiration, nonrenewal, or termination of insurance coverage shall work an automatic suspension of any permit for so long as the permittee is without insurance as required by this section, and it shall be a violation of this chapter to provide taxicab service with

Introduced by: Council Member Springer  
Date: July 28, 2015  
Public Hearing: December 8, 2015  
January 12, 2016  
January 26, 2016  
February 9, 2016  
Action:  
Vote:

a vehicle not insured as required by this section. The insurance policy shall list the city as a certificate holder.

**5.30.130 Posting of insurance notice.**

Proof of insurance as required by Chapters 5.20 through 5.50 BMC shall be carried in the passenger compartment of all taxicabs at all times.

**5.30.140 Records.**

- A. Every taxicab, river taxi, and limousine permittee shall maintain a current and accurate daily list of the regulated vehicles operated pursuant to the permit. The daily list shall contain the following information:
1. The name, address, telephone number, chauffeur's license number and expiration of each chauffeur operating such regulated vehicles;
  2. The daily hours worked by each chauffeur operating such regulated vehicles;
  3. The number of days each such regulated vehicle is operated during each calendar month;
  4. The records maintained pursuant to subsection A of this section as well as many other records related to the operation of the permit shall be retained by the permittee for at least six (6) months and shall be made available upon the request of the transportation commission or the transportation inspector. The transportation inspector may request that the permittee forward the record to him or her on a monthly basis.
- B. The records maintained pursuant to subsection A of this section as well as any other records related to the operation of the permit shall be retained by the permittee for at least six (6) months and shall be made available upon request of the transportation commission or the transportation inspector. The transportation inspector may request that the permittee forward the record to him or her on a monthly basis.

Introduced by: Council Member Springer  
Date: July 28, 2015  
Public Hearing: December 8, 2015  
January 12, 2016  
January 26, 2016  
February 9, 2016  
Action:  
Vote:

**5.30.160 Single use of vehicle.**

It is unlawful to use a regulated vehicle for any other transportation service regulated by Chapters 5.20 through 5.50 BMC other than that service which is authorized on the permit.

**5.30.170 Vehicle horn honking.**

It is unlawful to honk the horn of a taxicab from 10:00 p.m. to 7:00 a.m., Sunday through Thursday, and from 12:00 a.m. to 7:00 a.m., Friday and Saturday.

**5.30.180 Safety equipment tampering prohibited.**

A. Except for maintenance or repair, no person shall disconnect, cover, misdirect or cause to be non-functional the radio identifier, silent electronic alarm, surveillance or security camera, or global positioning system in a regulated vehicle. Tampering with the safety equipment as described herein is a violation subject to civil penalty of:

1. First violation. \$250.00.
2. Second violation. \$500.00
3. Third violation. \$750.00.
4. Fourth violation. \$1,000.

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

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

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

ATTEST:

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

Introduced by: City Manager Capela  
 Introduction Date: January 26, 2016  
 Public Hearing: February 9, 2016

Action:  
 Vote:

**CITY OF BETHEL, ALASKA**  
**ORDINANCE #15-14 ( c )**

**An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2016 Budget**

**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 2016, July 1, 2015 to June 30, 2016.

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

**Budget Modification**

	<b>Increases</b>	
10-66-773	Ridgecrest Drive Project	265,000
		0
	Total Increases	<b>265,000</b>
	<b>Decreases</b>	
10-39900	Unrestricted Undesignated Fund Balance	(265,000)
	Total Decreases	<b>(265,000)</b>
<b>TOTAL</b>	<b>Net Change to Appropriations</b>	<b>0</b>

	<b>TOTAL CHANGE APPROPRIATIONS</b>	
		Total Increases
		Total Decreases
	<b>Cumulative Change to Revenues</b>	<b>0</b>

**TOTAL CHANGE TO OVERALL CITY BUDGET**

	<i>Change to Revenues Increase/(Decrease)</i>	<b>0</b>
	<i>Change to Appropriations Increase/(Decrease)</i>	<b>265,000</b>
	<b>These changes <u>INCREASE</u> the overall expenditures/expenses of the City by</b>	<b>265,000</b>

**Section 3.** Effective Date. This ordinance becomes effective immediately upon adoption.

**PASSED AND APPROVED THIS \_\_\_ DAY OF -----BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

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

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

"BIG PICTURE" - City of Bethel Fiscal Overview June 15, 2015

<b>YK Pool Facility</b>	
[ End FY14 ]	\$ 4,278,100.00
[ Est. FY15 ]	\$ (357,000.00)
[ Est. FY16 ]	\$ (367,644.00)
Balance	\$ 3,553,456.00
<b>3,553,456</b>	<b>9.67 Years</b>
<b>367,644</b>	

<b>Health</b>	
[ End FY14 ]	\$ (474,600.00)
[ Est. FY15 ]	\$ (550,000.00)
[ Est. FY16 ]	\$ (579,486.00)
Balance	\$ (1,604,086.00)

<b>Solid Waste</b>	
[ End FY14 ]	\$ 1,299,580.00
[ Est. FY15 ]	\$ 200,000.00
	\$ 1,499,580.00
Landfill Clouse Costs	\$ (1,343,286.00)
	\$ 156,294.00

<b>Leased Property</b>	
[ End FY14 ]	(959,247.00)
[ Est. FY15 ]	(322,495.00)
[ Est. FY16 ]	(402,738.00)
	(1,684,480.00)

<b>911 Fund</b>	
[ End FY14 ]	366,052
[ Est FY15 ]	80,000
	446,052

<b>General Fund</b>	
[ End FY14 ]	\$ 4,906,909.00
Unassigned	\$ (1,604,086.00)
Health Balance	\$ 3,302,823.00
6 months	\$ (4,985,000.00)
Balance	\$ (1,682,177.00)
PTO	\$ (522,203.00)
Balance	\$ (2,204,380.00)

<b>Endowment Fund</b>	
[ End FY 14 ]	\$ 1,861,217.00

<b>Estimate of 6 (six months of City operations)</b>	
\$ 3,575,000.00	[ Est. payroll ]
\$ 372,000.00	[ Est. gas ]
\$ 492,000.00	[ Est. electricity ]
\$ 546,000.00	[ Est. heating ]
\$ 4,985,000.00	Estimate

<b>Personal Time Off (PTO)</b>	
Unfunded	\$ 522,203.00
	As of 5/24/15

<b>Water/Sewer</b>	
\$ (3,915,855.00)	[ End FY14 ]
\$ (200,948.00)	[ Est. FY15 Xfer ]
\$ (49,125.00)	[ Est. FY16 Xfer ]
\$ (4,165,928.00)	

<b>Dock</b>	
\$ 5,409,479.00	[ End FY14 ]
\$ (1,436,809.00)	[ SeaWall Mait. ]
\$ (479,644.00)	[ Dock Mait. ]
\$ 3,493,026.00	Restricted

<b>Transit</b>	
(11,451.00)	[ End FY14 ]
(100,752.00)	[ Est. FY15 ]
(23,939.00)	[ Est. FY 16 ]
(136,142.00)	

# Memo

To: Ann Capela, City Manager  
From: Patty Burley, City Attorney  
Date: 4/5/2015  
Re: Review of Ridgecrest Drive Documents

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## **Review of 2011 Agreement:**

Encompasses Ridgecrest Drive from Akakeek Street to Ptarmigan Street

States the City, by resolution, authorized the State to plan, design and construct improvements to Ridgecrest Drive from Akakeek Street to Ptarmigan Street to include turn channelization, drainage improvements and pedestrian improvements (these improvements having been previously identified)

Once completed the City would agree to maintain the project.

Costs to City: The City's cost for this project would be 50% of the non-federal matching funds (\$254,300) plus a required 50% contingency assessment (\$127,195). The total thus due from the City would be: \$381,495.

The City would pay its share as follows:

\$49,439 on 12/31/10  
\$74,700 on 07/15/11  
\$257,355 on 4/15/13

The costs were only estimates and the City agreed that as the project progressed, the figures could change and the City agreed to provide additional funding if necessary. No cap on how much additional funding was placed. Nothing was put in place allowing the City to provide input on the additional costs. However, if the project was completed under the estimated amount, all excesses paid would be returned to the City.

Ownership of the project would pass to the City upon completion. Because ownership would transfer to the City and because State monies were used in the construction, the City would then be responsible for upkeep which includes, but are not limited to:

1. Traffic control and safety (what is meant by this and what does the City intend to do to meet this requirement?)
2. Highway marking and repainting (since this will be an asphalt road, does the City have the technical skill and equipment to do this?)
3. Pothole repair using asphalt products (same concern as above);
4. Annual crack sealing (same concern as above);
5. Repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding... (see above concerns);
6. Minor bridge repair, including painting, re-decking and repairing of guardrails (how many bridges?, where will they be located? Will the City have access to them?)
7. Repair of street lights (all repair) – the City has a street light agreement with AVEC now. How many lights are in this area and what effect will this have for the City?
8. The City is required to follow the Alaska Highway Maintenance and Operations Manual. The problem is that a ½ hour + on the DOT website could not yield this Manual. Has the City received it so the City is aware what is required and is sure they can meet the requirements?

Language which seems out of place:

1. Page 2 Property Management. The State is asking the City to manage the rights of way and utilities which are created as a result of this project. The problem here is that the State wants the City to manage them via the procurement process used to get them placed. These processes say absolutely nothing about maintenance after the right of way or utility is installed.

Indemnification: The City is being asked to indemnify the State regardless even if the State is alleged to have contributed to an injury (in other words, even if the State's bad actions caused the harm, the City has to defend them at the City's costs). This is not good language for the City.

Dispute Resolution: The language here is a costly way to do things. Each side has to hire an arbitrator and those 2 arbitrators will choose 1 they like who will be the one who actually arbitrates the matter. There are more cost effective ways to choose an arbitrator.

Breach: This lengthy section only names ways that the City might breach and be responsible for it. In essence, if the City doesn't behave the way the State feels as they should, the City can be stuck with all of the bill and/or lose state grants for up to 6 years. Nothing is said about what happens or what the remedy is if the State misbehaves, significantly changes the scope of the agreement, etc.

Overall: this was not necessarily a contract favorable to the City but it is a done deal.

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## New Agreement:

1. It appears the MOA is incorrect on the 2<sup>nd</sup> and 6<sup>th</sup> whereas: to the best of my knowledge and recollection, the School District and not the City owns Ron Edwards Memorial Drive. If my recollection is correct, then the City has no authority to consent to work on a road it does not own. Ron Edwards Memorial Drive is mentioned several more times throughout the MOA.
2. **Financial Participation:** The figures appear to have gone down significantly from an estimated total of about 5 ½ million to a new estimated cost of 3.7 million dollars. As a result, the City's contribution appears to have also decreased. However, there is an approximate \$20,000 discrepancy in the figures stated in this section as follows:
  - a. Paragraph 1a. states the City's contribution will be \$264,000 (\$176,000 equaling 50% of the non-federal matching funds + \$88,000 contingency assessment)
  - b. Paragraph 1b indicates the City previously paid \$49,439 of this cost in September of 2011.
  - c. Paragraph 1c indicates the City will owe an additional amount totaling \$234,839 by the middle of August 2015 (\$4919 on 1/15/15 + \$229,920 on 8/15/15).

The figures just don't add up. If the 49 thousand paid in 2011 was not part of the bill, the figures are still off. This should be corrected before moving forward.

3. Again, the City needs to be prepared to pay additional monies if the costs of the project exceed the estimates. I strongly recommend negotiating language that the State will disclose the methodology used to order materials and let the City have an equal vote in the process and choosing of final materials and contractors used. This way the City has some control over the costs.
4. **Scope of Work:** In the paragraph on page 2 of 7, the State indicates the work will be as outlined in Figures 1-3. Figure 1 shows both the City and the School District together improving and changing circulation around the school. Concerns: (1) the school has not committed to this; (2) the school is not a partner to this Agreement and cannot be obligated to do so; (3) without a firm written commitment by the school, the City does not have authority to do this and thus cannot comply with this portion of the scope of work; (4) with this road being on school district land, why should the city be responsible for the upkeep instead of the school district?

The Scope of Work states that as the work project develops, the design will be refined and provided to the City. However, the City is not being given a voice in the plans. If the City is paying ½ of the costs, the City should have a ½ voice and decision to approve the design, plans, specifications, costs, etc.

As with the prior agreement, the City is being required to follow DOT's Alaska Highway Maintenance and Operations Procedures upon receiving the completed project. Again, this has not been provided and needs to be reviewed before the City can make an informed decision on whether it can comply.

Section d in the Scope of Work is very detailed about what the City is responsible for doing. The City needs to analyze these activities before agreeing to be responsible for all of these items. The City needs to assure that (1) they have the capacity to undertake all of these responsibilities and (2) that all necessary information, such as type of asphalt used and materials needed for repairs, are provided by the State prior to closure of the project. It is recommended that once the City has thoroughly reviewed this section, the City request a clause in this MOA requiring the State to leave all surplus materials here and to turn over all instruction and information regarding upkeep, warranties, etc., on the products installed.

5. Dispute Resolution – same concerns as with the earlier MOA (see above)
6. Indemnification - same concerns as with the earlier MOA (see above). City should have some reciprocal language and State should be willing to be liable if they improperly build the road. They may have immunity from suit but that should be the State's point to argue, not the City's. If the State purchases shoddy materials or builds it improperly and solely as a result of this someone get's injured, why should the City defend the State?
7. Penalty for Breach - same concerns as with the earlier MOA (see above)
8. Term of Agreement – Perpetuity is too long a requirement for the City to maintain this road. A more reasonable timeframe should be put into place. There may be a legitimate reason for the city to need to abandon this road one day.
9. Signatures: Bethel is in the Fourth Judicial District, not the Third.
10. Note: If this Agreement is signed, it will replace the 2011 Agreement so it becomes even more critical to check figures, negotiate what we need and ensure the City can do all of the post follow-ups.

CURRENT

**Memorandum of Agreement  
Between State of Alaska and  
City of Bethel**

**Project Name: Bethel: Ridgecrest Drive Rehabilitation**  
**Federal Project No.:** \_\_\_\_\_

**State Project No.: 52452**

The parties to this agreement are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and City of Bethel, an organized city established under Alaska law (hereafter the City).

WHEREAS, the City owns and maintains Ridgecrest Drive from Akakeek Street to Ptarmigan Street;

WHEREAS, DOT&PF has the authority to plan, design, and construct improvements to Ridgecrest Drive from Akakeek Street to Ptarmigan Street to include turn channelization, drainage improvements, and pedestrian improvements identified as Project Bethel Ridgecrest Drive Rehabilitation located within the boundaries of land owned or governed by the City (hereafter the project);

WHEREAS, the City by resolution desires that DOT&PF plan, design and construct the project; and

WHEREAS, the City by resolution agreed to maintain the project upon its completion; and

WHEREAS, Alaska Statute 19.05.040 provides that DOT&PF may enter into agreement with Municipalities relating to highways.

THEREFORE, the parties, in consideration of the mutual promises contained in this agreement, agree to the following:

**1. FINANCIAL PARTICIPATION**

The City hereby agrees to provide 50% of the non-federal matching funds estimated at \$254,300 for the current cost estimate of \$5,633,000, plus a required 50% contingency assessment of \$127,195.

The City's initial payment is \$49,439 for the design phase, and is due by December 31, 2010.

The City's subsequent matching fund contributions shall be lump sum payments due prior to initiation of phase authorizations from the Federal Highway Administration on the following schedule:

- \$74,700 right of way phase July 15, 2011
- \$257,355 construction/utility relocation phase April 15, 2013

As the project design develops, estimates of both costs and the schedule for construction will be refined. If additional local match is required, the City's payment of the additional funds shall be due prior to the construction phase. Upon project completion and final project closeout, if the final cost is less than the Agreement cost, the local contribution will be recalculated and excess contribution will be refunded to the City.

## 2. PROJECT RANKING

DOT&PF shall, while ranking this project with other projects during the preparation of the Statewide Transportation Improvement Program (STIP) and capital budgeting process, recognize that the City has agreed to provide local matching funds and own and maintain the project.

## 3. PLANNING, DESIGN, AND CONSTRUCTION

DOT&PF shall plan, design, and construct the project within the approved scope and funding. DOT&PF shall have no claim against the City for cost overruns or if the money available is not adequate to complete the project with the exception of the 50% local match commitment associated with said cost overrun

## 4. TITLE DOCUMENTS

Upon completion of the project, DOT&PF shall execute a quit claim deed that conveys all of its right, title, and interest in the project to the City, subject to utility permits issued under 17 AAC 15, encroachment permits issued under 17 AAC 10.010-17 AAC 10.015, and driveway permits issued under 17 AAC 10.020-17 AAC 10.990.

## 5. PROPERTY MANAGEMENT

The City agrees to manage the right-of-way in accordance with the requirements of federal regulation, specifically 23 CFR 710 and the Alaska Right-of-Way Manual [or approved Municipal Right-of-Way Manual].

The City agrees to manage utilities in the right-of-way in accordance with the requirements of federal regulation, specifically 23 CFR 645 and the *Alaska Utility Manual* [or approved Municipal utility manual].

## 6. MAINTENANCE AND OPERATIONS

- a. The City agrees to maintain and operate the project at its own expense consistent with 23 CFR 1.27 and DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM). In the event of conflict between 23 CFR 1.27 and AHMOM, the more stringent provisions set the minimum standards.
- b. The City shall perform its activities under this agreement at its sole cost and expense and without reimbursement from DOT&PF. These maintenance activities include, but are not limited to:
  - (1) planning, scheduling, administration, and logistics of maintenance activities,
  - (2) traffic control and safety;
  - (3) preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, and under-drains;
  - (4) embankment protection, including erosion control, to as-built conditions;
  - (5) roadside management;
  - (6) guardrails and guardrail end treatments;
  - (7) snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
  - (8) maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
  - (9) highway marking and repainting as required to maintain performance of their intended function;
  - (10) repair of street lights as required to ensure a functioning system, including repair/replacement of lenses, light bulbs, photo cells, contacts, relays, and wiring;
  - (11) removal of debris, rubbish, and dead animals;

- (12) signing of seasonal weight restrictions as may be required by local conditions;
- (13) pothole repair using asphalt products on an as-needed basis;
- (14) annual crack sealing;
- (15) repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding on a basis; and
- (16) minor bridge repairs, which includes painting of localized rust areas, re-decking, and repair of guardrail and railing sections.

c. Maintenance staff may be employees of the City, another unit of government, or a contractor under agreement with the City. All maintenance will be performed at regular intervals or as required for efficient operation of the complete project improvements. The City's maintenance responsibilities commence the date of project substantiated completion.

## 7. INDEMNIFICATION

The City shall hold the DOT&PF, its officers, employees, and agents harmless from and defend and indemnify the DOT&PF for liability, claims, or causes of action arising out of this Agreement.

Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the DOT&PF to the extent the DOT&PF is determined to be liable for its own act or omissions, except that:

- A. To the maximum extent allowed by law, the City shall hold the DOT&PF harmless from and indemnify the DOT&PF for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this Agreement or constructed or improved pursuant to this Agreement, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the City assumes maintenance duties.
- B. The City's duty to defend shall apply regardless of whether it is also alleged that the DOT&PF's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).
- C. Neither liability, claims, or causes of action arising from injuries which occurred prior to the date of this transfer nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by the paragraph.

## 8. DISPUTE RESOLUTION

- a. If a dispute arises under this agreement between the City and DOT&PF, and the parties cannot resolve the matter between them within 45 days after the notice is given by the aggrieved party to the other party, the aggrieved party may request that the matter be resolved by arbitration.
- b. Each party shall appoint an arbitrator to hear the dispute. The two arbitrators acting together shall select a third arbitrator with all appointments to occur in accordance with State Procurement code, AS 36.50. The three arbitrators shall hear the matter under such rules and procedures, as they deem necessary to conduct the proceedings.
- c. Each party shall pay the expenses of the arbitrator it appoints and shall pay half of the cost of the proceedings and the third arbitrator.
- d. Except when the provisions of this paragraph provide otherwise, an arbitration under this paragraph is subject to AS 09.43.010 – 09.43.180, the Uniform Arbitration Act.

## 9. PENALTY FOR BREACH

- a. Any withdrawal of the City's promise to maintain and operate the project upon completion, including a withdrawal at any time after construction is completed, shall be considered a breach. If, prior to advertising for construction, the City withdraws its promise to maintain and operate the project upon completion, DOT&PF will reevaluate each project nominated by the City without consideration of Municipal maintenance. If the City withdraws its promise after the advertisement of a project for bid, the DOT&PF may proceed with construction of the project and seek recovery of maintenance costs from the City. In the evaluation of other projects in the City in the succeeding six years after the breach, DOT&PF will not include consideration of Municipal contribution until the City has cured the breach to DOT&PF's satisfaction.
- b. If notified by DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the City shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the City shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the City to remedy, or to satisfactorily commence the remedy of, the default shall result in the termination of this Agreement by DOT&PF. If this Agreement is terminated pursuant to this clause, the City shall be liable to repay to DOT&PF all of the Federal Funds disbursed to it under this Agreement.
- c. If the City makes a written request for the cancellation of a federal-aid project, City shall bear 100 percent of all costs as of the date of cancellation. If DOT&PF was the sole cause of the cancellation, DOT&PF shall bear 100% of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of DOT&PF or City, City shall bear all development costs, whether incurred by DOT&PF or City, either directly or through contract services, and DOT&PF shall bear any administrative costs incurred. After settlement of payments, DOT&PF shall deliver surveys, maps, field notes, and all other data to City.

## 10. CONTACTS

The DOT&PF's contact is Christina Huber, Design Project Manager. The City's contact is Lee M. Foley, City Manager or as may be redesignated in writing from time to time.

## 11. TERM OF THE AGREEMENT

The City agrees to perform property management and maintain and operate the project in perpetuity.

## 12. AMENDMENT OF AGREEMENT

This agreement may only be modified or amended by written agreement signed by the original signatories or their successors in office.

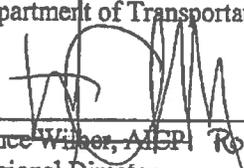
## 13. THE WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this agreement. This agreement may not be amended by the parties unless agreed to in writing with both parties signing through their authorized representatives.

SIGNATURES

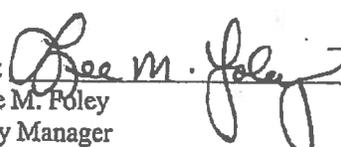
Dated: 7/27/11

State of Alaska  
Department of Transportation and Public Facilities

  
\_\_\_\_\_  
~~Lance Wilber, ASEP~~ ROBERT A. Campbell, P.E.  
Regional Director

Dated: 01/06/11

City of Bethel

By:   
\_\_\_\_\_  
Lee M. Foley  
City Manager

Introduced by: Lee Foley, City Manager  
Date: October 27, 2009  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Resolution # 09-45**

#### **SUPPORT FOR A FUNDING REQUEST TO THE DENALI COMMISSION AS PART OF THE FY 2010 TRANSPORTATION PROGRAM ROAD PROJECT NOMINATION PROCESS TO PAY FOR PRE-ENGINEERING WORK ON RIDGECREST DRIVE**

**WHEREAS**, the City of Bethel recognizes that significant improvements need to be made on Ridgcrest Drive between Akakeek Street and the City Public Works building in order to maximize safety, improve traffic flow, and facilitate pedestrian use of the roadway;

**WHEREAS**, the significance of the improvements increased greatly when construction of the Gladys Jung Elementary School was completed in summer 2009, opened in fall 2009, and became a hub of activity during weekday morning, afternoon, and evening rush hours;

**WHEREAS**, to insure the City is aware of all feasible solutions, the City intends to seek funding from the Denali Commission for pre-engineering work on and along Ridgcrest Drive;

**WHEREAS**, the Denali Commission administers the Transportation Program Road Project Nomination Process annually and the City of Bethel is an eligible applicant and this pre-engineering project is eligible for funding;

**WHEREAS**, there will be a City cash match requirement of approximately 9% of project costs and these matching funds will come from the City's FY 2009 Alaska State Legislative Grant for streets and road repairs;

**WHEREAS**, the nomination forms and supporting documents are due November 1, 2009;

**NOW, THEREFORE, BE IT RESOLVED** that the Bethel City Council supports the preparation and submission of a nomination form and supporting documentation to the Denali Commission requesting funding for pre-engineering work on and along Ridgcrest Drive as part of the FY 2010 Transportation Program Road Project Nomination process.

<b>VOTE ON MAIN MOTION</b>	All in favor
----------------------------	--------------

**Item B- Resolution 09-44:** Support For The Preparation And Submission Of A Renewable Energy Fund Grant Application To Request Funding For The Bethel Biomass Recycling Project.

<b>MOVED:</b>	Hoffman	Motion to adopt Resolution 09-44.
<b>SECONDED:</b>	Hippler	
<b>MOVED:</b>	Middlebrook	Motion to amend, to strike the second whereas and strike at the Recycling Center and insert "for the City of Bethel."
<b>SECONDED:</b>	Hippler	
<b>VOTE ON MOTION</b>	All in favor	
<b>VOTE ON MAIN MOTION</b>	All in favor	

**Item C- Resolution 09-45:** Support For A Funding Request To The Denali Commission As Part Of The FY 2010 Transportation Program Road Project Nomination Process To Pay For Pre-Engineering Work On Ridgecrest Drive.

<b>MOVED:</b>	Hippler	Motion to adopt Resolution 09-45.
<b>SECONDED:</b>	Hoffman	
<b>VOTE ON MAIN MOTION</b>	All in favor	

**Item D- Resolution 09-46:** Requesting The Alcohol Beverage Control Board Not Grant Any Liquor Licenses In The City Of Bethel For At Least The Full 90 Days Time Limit For Making A Decision On Any Liquor Licenses Application.

<b>MOVED:</b>	Hoffman	Motion to adopt Resolution 09-46.
<b>SECONDED:</b>	Robb	
<b>MOVED:</b>	Robb	Motion to amend to strike in "to increase injuries and death rates due to alcohol" and insert "to allow time to enact ordinances to mitigate any effect opting out of local option may have within the City of Bethel and the Yukon Kuskokwim Region."
<b>SECONDED:</b>	Middlebrook	



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

**RIGHT OF ENTRY**

PROJECT NAME: BETHEL RIDGECREST  
DRIVE REHAB

STATE PROJECT #: 52452

FEDERAL-AID PROJECT #: HPRK-0209(002)

PARCEL: RIDGECREST ROW

Permission is hereby granted to the State of Alaska, Department of Transportation and Public Facilities, its contractors or agents, to enter upon land owned by The City of Bethel, whose mailing address is P.O. Box 1388, Bethel, Alaska 99559 and described as follows:

A portion of the existing Ridgcrest Drive, Right of Way, reflected on the attached exhibit and includes proposed test hole location.

For the purpose of performing geotechnical soil samplings by standard approved methods and to bring onto said lands necessary equipment for that purpose and to do those reasonable acts necessary to accomplishment thereof, including clearing brush and cutting trees necessary to access proposed testing locations.

The State shall take all reasonable precautions to avoid damaging said lands and the appurtenances thereon and, in the event that any damage results from such work, the State, by making such entry, agrees to repair or compensate the undersigned for such damages. It is understood that this permission is not a waiver in any way of the right of reasonable compensation for damages to such land resulting from work performed pursuant to this Right of Entry, nor of any remedy at law to secure the payment therefore, nor shall the undersigned be liable for any damages or injuries sustained by the State's agents, contractors, servants, employees, or equipment.

This permission is granted in consideration of the location, improvement, and construction of the above referenced public facility and incidentals thereto, which it is understood is required by the State of Alaska Department of Transportation and Public Facilities, and shall terminate upon completion of construction of the improvement project.

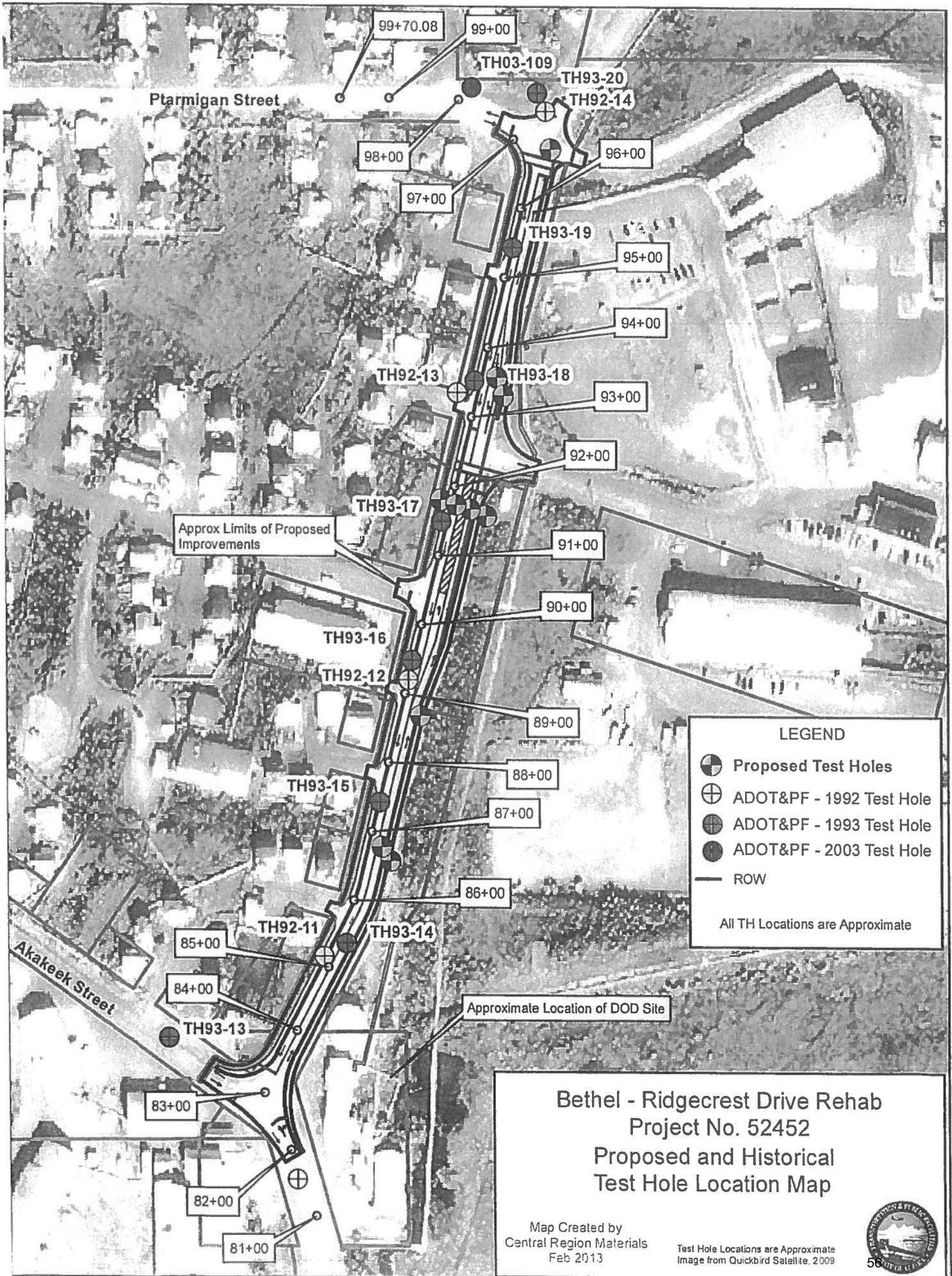
This Right of Entry has been executed on this 29<sup>th</sup> day of May, 2013

CITY OF BETHEL

Lee M. Foley  
By: Lee M. Foley, City Manager

The State of Alaska, Department of Transportation and Public Facilities, hereby accepts this Right of Entry on this \_\_\_\_ day of \_\_\_\_\_, 2013

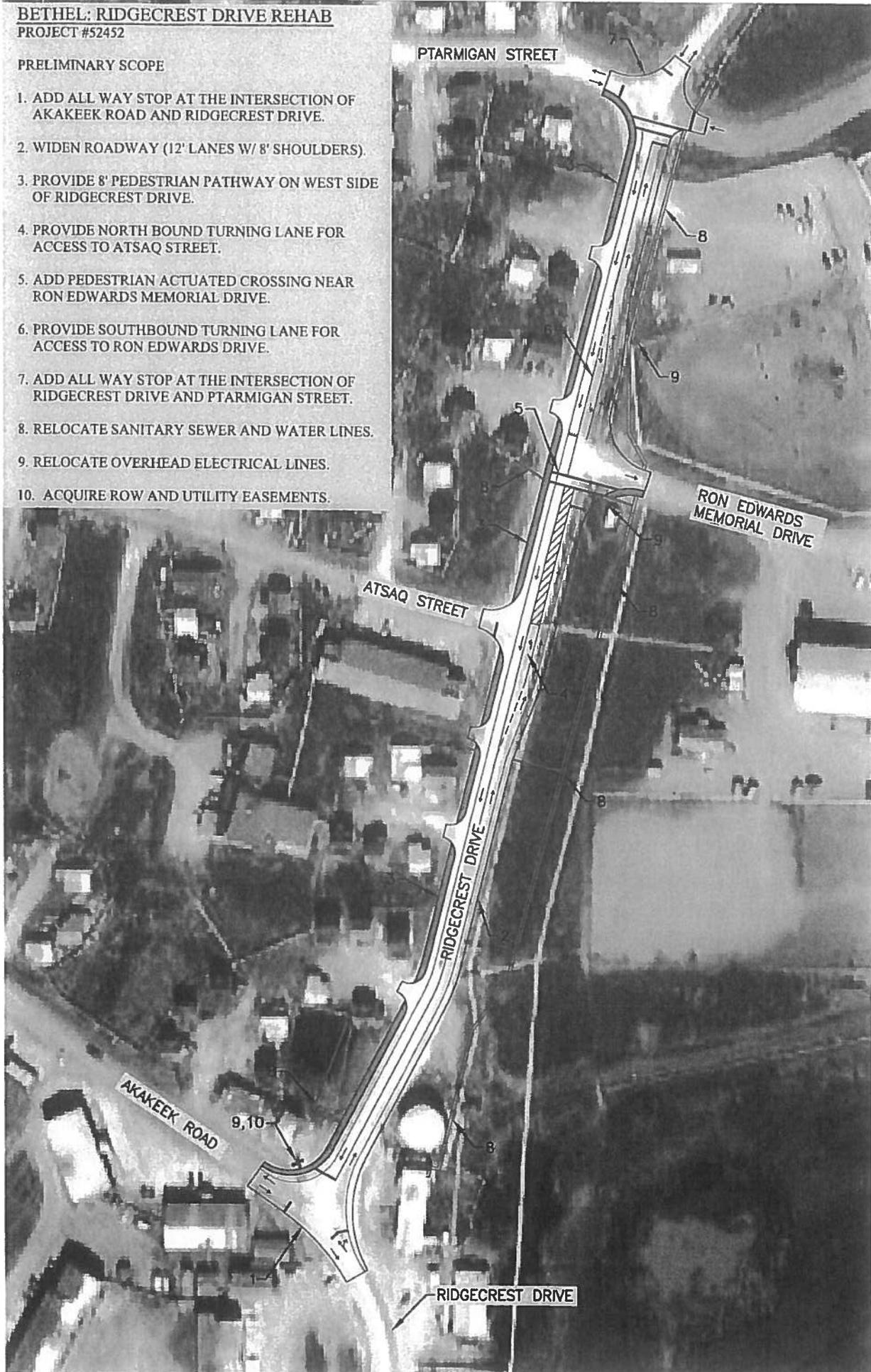
By: \_\_\_\_\_  
For the Commissioner



**BETHEL: RIDGECREST DRIVE REHAB**  
PROJECT #52452

**PRELIMINARY SCOPE**

1. ADD ALL WAY STOP AT THE INTERSECTION OF AKAKEEK ROAD AND RIDGECREST DRIVE.
2. WIDEN ROADWAY (12' LANES W/ 8' SHOULDERS).
3. PROVIDE 8' PEDESTRIAN PATHWAY ON WEST SIDE OF RIDGECREST DRIVE.
4. PROVIDE NORTH BOUND TURNING LANE FOR ACCESS TO ATSAQ STREET.
5. ADD PEDESTRIAN ACTUATED CROSSING NEAR RON EDWARDS MEMORIAL DRIVE.
6. PROVIDE SOUTHBOUND TURNING LANE FOR ACCESS TO RON EDWARDS DRIVE.
7. ADD ALL WAY STOP AT THE INTERSECTION OF RIDGECREST DRIVE AND PTARMIGAN STREET.
8. RELOCATE SANITARY SEWER AND WATER LINES.
9. RELOCATE OVERHEAD ELECTRICAL LINES.
10. ACQUIRE ROW AND UTILITY EASEMENTS.



**Figure 1. Delegation Matrix**

Category	Activity/Item	City	DOT&PF	FHWA
Finance	Financial Submittals (PR 37)	Provide Information	Prepare	Approve
	Phase Authority to Proceed		Prepare	Approve
	Memorandum of Agreement	Approve	Prepare/Approve	
Consultant	Authority to Seek Professional Services			
	Consultant Selection			
	Record of Negotiation			
	Notice to Proceed			
Environment	Level of Environmental Document			Approve
	Programmatic Categorical Exclusion		Approve	Concur
	Documented Categorical Exclusion			Approve
	Environmental Assessment			Approve
	Finding of no Significant Impact (FONSI)			Approve
	Draft Environmental Impact Statement			Approve
	Final Environmental Impact Statement			Approve
	Record of Decision (ROD)			Approve
	Reevaluations			Approve
Right-of-Way	Non-Highway use of ROW			
	Disposal of ROW			
	Hardship and Protective Buying			Approve
	Use of Right of Entry to Obtain Possession			
	ROW Plans			
	ROW Certification			
	Value Estimates			
	Just Compensation - Appraisal			
	- Value Estimate			
	Relocation Assistance			
Administrative Settlements				
Utility	Order to Relocate			
	Utility Authorization			
	Utility Agreements			
	Change Orders			
	Utility Consultant Selection Process			
Design	Design Designation			
	Design Criteria			
	Design Study Report			
	Design Waiver			
	PS&E Assembly			
	FHWA Certification			
	Section 100 Contract Specification - Special Provision			
	Public Interest Findings			
	Waiver of Buy America Steel			
Geotechnical Reports				

Category	Activity/Item	City	DOT&PF	FHWA
	Utility Agreement			
	Utility Certification			
	DBE Goals			
	Encroachment Permits			
	Disposal of Surplus Property			
	Sign Permits			
<b>Advertise and Award</b>	3-week Advertising Waiver			
	Addenda			
	Certification of Bid Compilation Sheet			
	Subcontract Approvals			
	Letter of Award			
	Notice to Proceed			
	Conformed Contract Certification			
<b>Construction</b>	Testing Frequency			
	Mix Designs			
	Acceptance Testing			
	Assurance Testing			
	Materials Certification			
	Shop Drawing			
	Traffic Control Plan			
	Change Orders			
	Progress Payment			
	Winter Maintenance Acceptance			
	Acceptance, Maintenance and Operations			
	Consultant Billings			
	Project Staffing Plan			
	Supplemental Agreements			
	SWPPP and HMCP			
	Materials Submittals			
	Contractor QC Plan			
	NPDES NOI; NOT			
	Termination of Contract			
	Directive			
	Letter of Project Completion			

**NA:** Not appropriately delegated for this project, or not anticipated to be relevant to this project's development. In the event these activities become relevant, this agreement may be amended.

**Prepare:** Primary responsibility for means, methods, content, and results.

**Concur:** Agree with content and recommendation for FHWA approval, or otherwise find the preparation acceptable.

**Approve:** Final approval authority.

**Information:** Receives a courtesy copy of activity documentation.

NEW .

## **Memorandum of Agreement**

Between the State of Alaska  
Department of Transportation and Public Facilities  
and the City of Bethel

Regarding the Improvement of portions of  
Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan  
Street as part of the  
Bethel Ridgecrest Drive Rehabilitation  
Project No. 52452

The Parties to this Agreement are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and the City of Bethel, a City established under Alaska law (hereafter the CITY).

WHEREAS, A.S.19.20.060 authorizes DOT&PF and the CITY to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

WHEREAS, the CITY owns all current portions of Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan Street that are covered by this Project; and

WHEREAS, the CITY by resolution requests DOT&PF to plan, design, and construct the Bethel Ridgecrest Drive Improvements Project, identified as Project No. 52452 (hereafter known as the Project), located within the boundaries of the CITY; and

WHEREAS, the CITY by resolution agreed it will continue maintenance of all of the rights of way improved as part of the Project and future maintenance of the improvements associated with those facilities; and

WHEREAS, this work will serve the public interest and enhance the quality of life for the residents of, and visitors to, the CITY; and

WHEREAS, the parties hereto wish to memorialize within this document, hereinafter referred to as the "Agreement", their specific agreements related to the improvements made to Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan Street as part of the Project; and

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the planning, design, construction, maintenance and operation of the Project.

1. FINANCIAL PARTICIPATION

- a. The CITY hereby agrees to provide 50% of the non-federal matching funds estimated at \$ 176,000 for the current cost estimate of \$ 3,757,000 plus a required 50% contingency assessment of \$ 88,000.
- b. The CITY's initial payment of \$ 49,439 for the design phase was received September 2, 2011.
- c. The CITY's subsequent matching fund contributions shall be lump sum payments due prior to initiation of phase authorizations from the Federal Highway Administration (FHWA) of the following schedule:
  - i. \$ 4,919 Right of Way phase January 15, 2015
  - ii. \$ 229,920 construction/utility relocation phase August 15, 2015

As the Project design develops, estimates of both costs and the schedule for construction will be refined. If additional local match is required, the CITY's payment of the additional funds shall be due prior to the construction phase. Upon Project completion and final Project close-out, if the final cost is less than the Agreement cost, the local contribution will be recalculated and excess contribution will be refunded to the CITY.

2. PLANNING, DESIGN, AND CONSTRUCTION

- a. DOT&PF shall plan, design, and construct the Project within the approved scope and funding. DOT&PF shall have no claim against the CITY for cost overruns or if the money available is not adequate to complete the Project with the exception of the local match commitment associated with said cost overrun.
- b. The CITY shall be responsible for permitting all utility relocations necessary for this Project.

3. SCOPE OF WORK

The scope of the improvements to Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan Street being implemented under this agreement shall be depicted within the drawings for the Project. The preliminary scope of work is detailed in the attached Figures 1-3. As the project develops, the design will be refined and provided to the CITY thru the Plans In Hand (PIH) Review (75%) and Plans, Specifications, and Estimate (PS&E) Review (95%). Generically, the improvements include, but are not limited to, new foundation gravel, asphalt pavement, signs, flashing beacons, pavement markings, drainage improvements, illumination and load centers.

#### 4. CITY OF BETHEL MAINTENANCE AND OPERATIONS

- a. The CITY agrees to maintain and operate the Project as described herein and consistent with DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM), commencing upon final inspection and final acceptance by the CITY; and
- b. The CITY agrees to assume maintenance responsibilities for Akakeek Street, Ridgecrest Drive, Atsaq Street, Ron Edwards Memorial Drive, and Ptarmigan Street and other local streets affected by the Project, including flashing beacons, lighting, local signage and winter maintenance along these roads and at the intersections of these roads; and
- c. The CITY may enter into contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the CITY.
- d. The CITY shall perform its activities under this Agreement at its sole cost and expense and without reimbursement from DOT&PF. The CITY's maintenance activities include, but are not limited to:
  - 1) Planning, scheduling, administration, and logistics of maintenance activities;
  - 2) Traffic control and safety;
  - 3) Preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, retention basins and under-drains;
  - 4) Embankment protection, including erosion control, to as-built conditions;
  - 5) Roadside management;
  - 6) Snow and ice removal;
  - 7) Snow and ice control, including all plowing, sanding, culvert and storm drain thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
  - 8) Maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
  - 9) Highway marking and repainting as required maintaining performance of their intended function;
  - 10) Repair of street lights, school zones, and beacons as required to ensure a functioning system, including repair/replacement of lenses, light bulbs, photo cells, contacts, relays, and wiring;
  - 11) Removal of debris, rubbish, and dead animals;
  - 12) Signing of seasonal weight restrictions as may be required by local conditions;
  - 13) Pothole repair using asphalt products on an as-needed basis;
  - 14) Annual crack sealing;
  - 15) Repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting, and bleeding on an as-needed basis.

## 5. DISPUTE RESOLUTION

- a. If a dispute arises under this Agreement between the CITY and DOT&PF, and the parties cannot resolve the matter between them within 45 days after the aggrieved party gives notice to the other party, the aggrieved party may request that the matter be resolved by arbitration.
- b. Each party shall appoint an arbitrator to hear the dispute. The two arbitrators acting together shall select a third arbitrator to join them on an arbitration panel. The three arbitrators shall hear the matter under such rules and procedures as they deem necessary to conduct the proceedings.
- c. Each party shall pay the expenses of the arbitrator it appoints and shall pay half the costs of the proceedings and the third arbitrator.
- d. Except when the provisions of this paragraph (5) provide otherwise, any arbitration under this paragraph is subject to AS 09.43.010-09.43.180, the Uniform Arbitration Act.
- e. A decision by the Federal Government denying, or limiting, federal participation in project costs may not be arbitrated under this Agreement. The CITY may only pursue such claims under federal law and procedure.

## 6. INDEMNIFICATION

To the maximum extent allowed by law, the CITY shall indemnify, defend, and hold the DOT&PF, its officers, employees, and agents (collectively the "Indemnified Parties") harmless from all liability, claims, causes of action, and costs (including attorney's fees) arising out of this Agreement or relating to the obligations assigned or work performed under this Agreement, including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties.

Notwithstanding the forgoing, the CITY shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:

- (a) claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion;
- (b) claims for personal injury, death, or property damage alleging a negligent act or omission by one of the Indemnified Parties and arising from incidents occurring within three years from the date of Substantial Completion; or
- (c) claims arising from or asserted under AS 46.03.822.

As used in this Section, "Substantial Completion" means the time at which the Project (a) can be safely and effectively used by the public without further delays, disruption, or other

impediments, and (b) pavement structure, shoulder, drainage, sidewalk, permanent signing and marking, guardrail and other traffic barrier, safety appurtenances, utilities, lighting, and bridge deck and parapet work is complete.

## 7. PENALTY FOR BREACH

- a. Any withdrawal of the CITY's promise to maintain and operate the project upon completion, including a withdrawal at any time after construction is completed, shall be considered a breach. If, prior to advertising for construction, the CITY withdraws its promise to maintain and operate the project upon completion, DOT&PF will reevaluate each project nominated by the CITY without consideration of CITY maintenance. If the CITY withdraws its promise after the advertisement of a project for bid, the DOT&PF may proceed with construction of the project and seek recovery of maintenance costs from the CITY. In the evaluation of other projects in the CITY in the succeeding six years after the breach, DOT&PF will not include consideration of Municipal contribution until the CITY has cured the breach to DOT&PF's satisfaction.
- b. If notified by DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the CITY shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the CITY shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the CITY to remedy, or to satisfactorily commence the remedy of, the default shall result in the termination of this Agreement by DOT&PF. If this Agreement is terminated pursuant to this clause, the CITY shall be liable to repay to DOT&PF all of the Federal Funds disbursed to it under this Agreement.
- c. If the CITY makes a written request for the cancellation of a federal-aid project, CITY shall bear 100 percent of all costs as of the date of cancellation. If DOT&PF was the sole cause of the cancellation, DOT&PF shall bear 100% of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of DOT&PF or CITY, CITY shall bear all development costs, whether incurred by DOT&PF or CITY, either directly or through contract services, and DOT&PF shall bear any administrative costs incurred. After settlement of payments, DOT&PF shall deliver surveys, maps, field notes, and all other data to CITY.

## 8. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written agreement on the prescribed Supplemental Agreement forms signed by both parties.

9. TERM OF THE AGREEMENT

The CITY agrees to perform property management and maintain and operate the project in perpetuity.

10. THE WHOLE AGREEMENT

This Agreement replaces and supersedes all previous agreements regarding this Project and constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this Agreement. The parties may not amend this Agreement unless agreed to in writing with both parties signing through their authorized representatives.

CITY OF BETHEL

By: \_\_\_\_\_  
Ann Capela Date  
City Manager

ACKNOWLEDGEMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, Ann Capela, City Manager acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF ALASKA, DEPARTMENT OF  
TRANSPORTATION AND PUBLIC FACILITY

By: \_\_\_\_\_  
Robert A. Campbell, P.E. Date  
Regional Director

ACKNOWLEDGEMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, Robert Campbell, Regional Director of the Department of Transportation and Public Facilities, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_



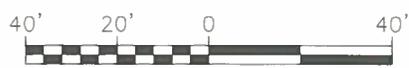
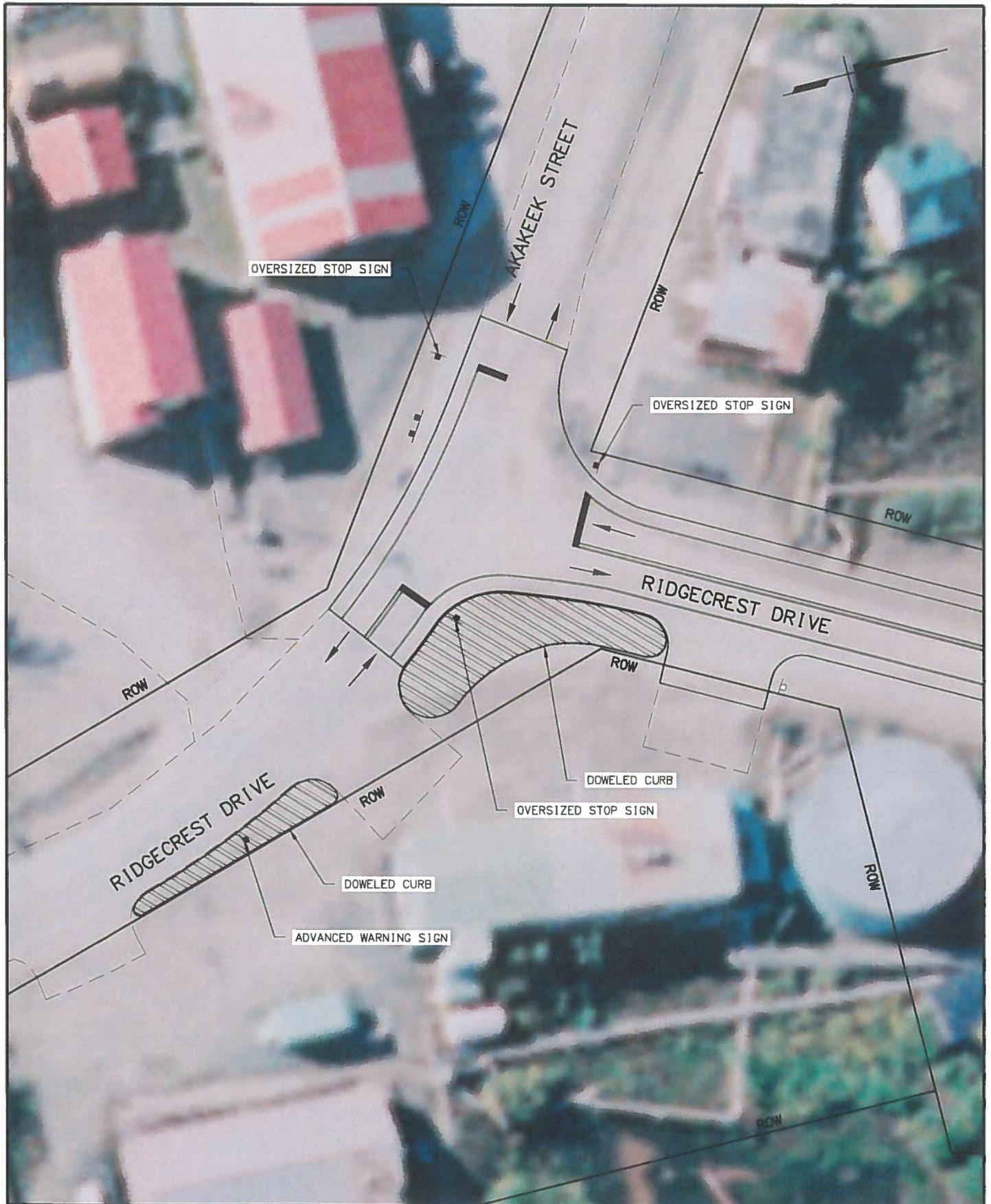
1. INSTALL SCHOOL ZONE FLASHING BEACON WITH SIGN.
2. INSTALL DOWELED CURB DELINEATION.
3. ADD ALL-WAY STOP AT AKAKEEK STREET AND RIDGECREST DRIVE.
4. ALL SANITARY SEWER LINES, WATER LINES, AND OVERHEAD ELECTRIC LINES TO REMAIN IN PLACE.
5. WIDEN ROADWAY (11' LANES WITH 5' SHOULDERS)
6. ADD PEDESTRIAN CROSSING.
7. RECOMMEND CITY OF BETHEL & LKSD CLOSE THE MIKELNGUUT ELITNAURVIAT PRIMARY SCHOOL ENTRANCE.
8. CITY OF BETHEL & LKSD TO PROVIDE CIRCULIZATION BASED ON CRW PLANS.
9. ADD ALL WAY STOP AT PTARMIGAN STREET AND RIDGECREST DRIVE.

BEGIN SCHOOL ZONE  
AND CITY OF BETHEL  
MAINTENANCE



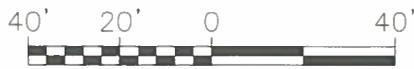
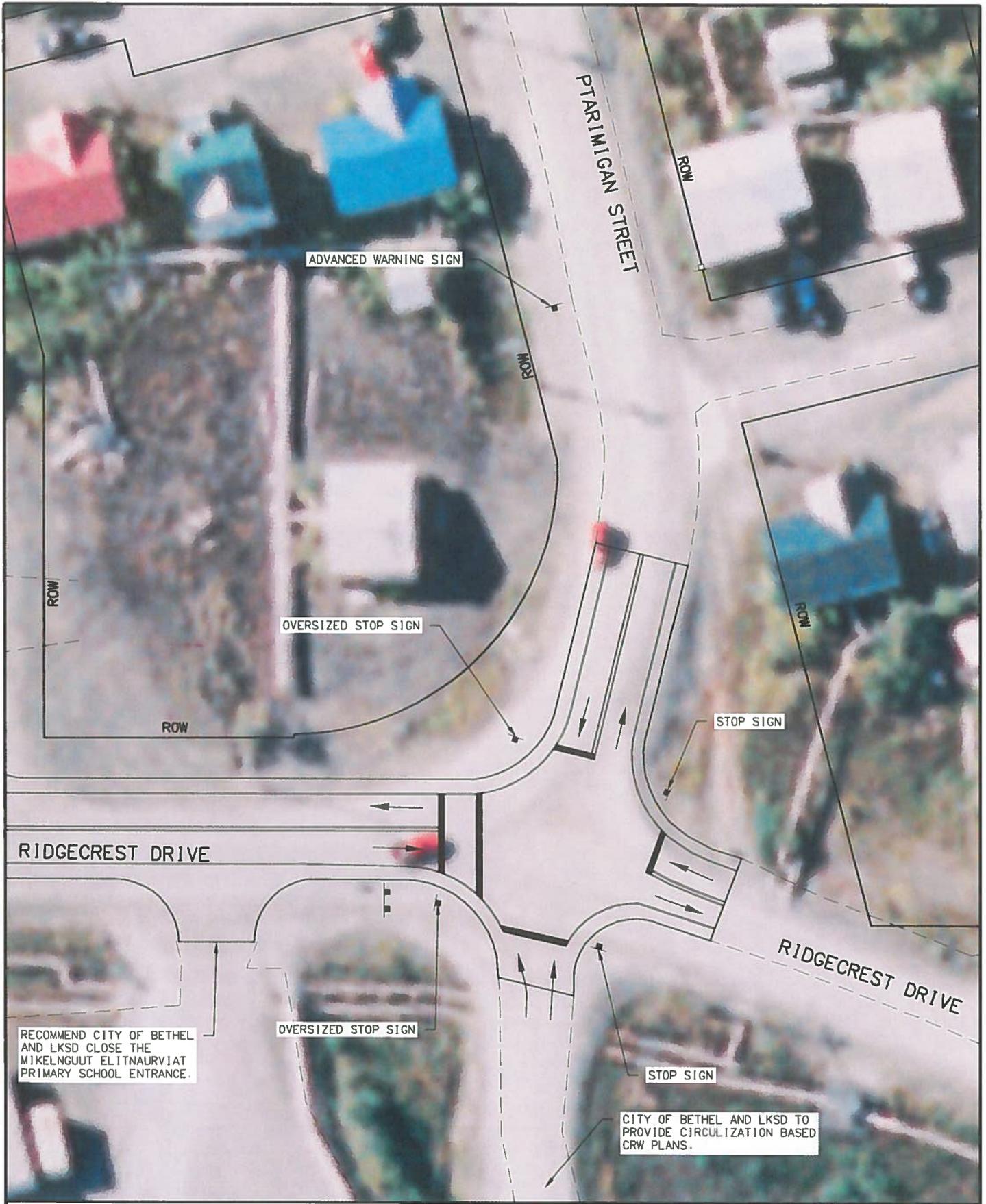
BETHEL RIDGECREST DR REHABILITATION  
PROJECT NO. 52452  
PROPOSED PROJECT SCOPE  
BETHEL, ALASKA

FIGURE 1



BETHEL RIDGECREST DR REHABILITATION  
 PROJECT NO. 52452  
 PROPOSED ALL-WAY STOP CONCEPT  
 AKAKEEK STREET AND RIDGECREST DRIVE  
 BETHEL, ALASKA

FIGURE 2



**BETHEL RIDGECREST DR REHABILITATION**  
**PROJECT NO. 52452**  
 PROPOSED ALL-WAY STOP CONCEPT  
 PTARMIGAN STREET AND RIDGECREST DRIVE  
 BETHEL, ALASKA

**FIGURE 3**

Ann,

Below is a list of responses to the City Attorney's 4/5/15 Memo containing comments regarding the executed 2011 Memorandum of Agreement and the new Memorandum of Agreement provided to the City for review and approval on 12/30/14. The responses below focus on the new agreement since the executed agreement is already in place. Hopefully the responses below can resolve several issues and start focused discussions on the items we need to resolve to get this project back on track.

**New Agreement Responses:**

**1) Ron Edwards Drive Ownership – We can remove Ron Edwards Drive from the fourth Whereas. The City of Bethel does own ROW for the portion of Ron Edwards Drive mentioned in the second Whereas so we don't recommend any change to that Whereas. All proposed driveway improvements at the intersection of Ron Edwards Drive and Ridgecrest Drive are within City of Bethel ROW.**

**2) Financial Participation – There is a \$20,000 discrepancy that will be resolved. The City's remaining balance is estimated at approximately \$264,000.**

**3) Cost Overruns**

**a. Additional Funding – The financial participation estimate includes a contingency amount but the City should be prepared to pay additional monies if required.**

**b. Control Over Costs – The executed MOA and revised MOA include a Whereas stating that the City desires ADOT&PF plan, design, and construct the project. It's not realistic to expect all changes encountered during construction to be voted on by both the City and ADOT&PF. Construction will be managed by ADOT&PF with our standard efforts to avoid overruns wherever possible.**

**4) LKSD, Design Reviews, and City Responsibilities**

**a. (1) LKSD has not committed to this – We are aware that LKSD is unable to commit to any circulation changes at this time. The comment on the figure is a recommendation only. We can revise that figure to clarify that this is only a recommendation.**

**b. (2) LKSD is not a party to this agreement and cannot be obligated to do so – The project intends to match into driveways at Ron Edwards Drive and Ptarmigan Street. These improvements are not impacted by circulation changes within the school campus. The Ridgecrest Drive project is currently designed for the existing campus circulation configuration. If the campus circulation is changed at some point in the future, adjustments to Ridgecrest Drive could be accomplished by new signage at a minimal cost.**

- c. (3) The City does not have authority to make commitments for LKSD – No commitments are required to complete this project.
- d. (4) City upkeep on LKSD land – No improvements are planned on LKSD property.
- e. Paragraph 2; design reviews – ADOT&PF provided the City with a copy of the Plans in Hand(PIH) 65% review package in December of 2014 and the City provided comments. ADOT&PF intends on providing the City with a copy of the Pre-PS&E 95% review package for comment when available. We would be happy to participate in additional coordination outside of our typical 65% and 95% review distributions if requested by the City.
- f. Paragraph 3; ADOT&PF Highway Maintenance and Operations Procedures – A copy of the M&O procedures manual was provided on 5/28/15.
- g. Paragraph 4; Section d City Responsibilities – Section 4.d. of the revised MOA is almost identical to Section 5.b. of the Executed MOA but does include maintenance responsibilities for safety related HSIP improvements added to Section 4.d.10. ADOT&PF recommends including these safety related improvements but is not willing to assume maintenance responsibilities. HSIP school zone upgrades can be removed from this MOA but we do not feel this would not be in the best interest of the community. Please let us know how you wish to proceed.

5) Dispute Resolution – Items a-d of this section are identical to language in the executed agreement and the Department does not see a reason to re-visit this language at this time. Item e was added in the new agreement but was not specifically identified in the memo from the City Attorney. If Item e is something we need to discuss please let us know.

6) Indemnification – This language is similar to language in the executed agreement. If the changes in the new agreement are considered substantial please let me know and we can get our legal staff to review the City’s comments.

7) Penalty for Breach – This language is identical to language in the executed agreement. The Department does not see a reason to revisit this section of the agreement.

8) Term of Agreement – This language is identical to language in the executed agreement. The term of the agreement needs to cover the life of the Federally funded improvements.

9) Signatures – We will revise the new agreement to read Fourth Judicial District

Please let us know what issues need to be discussed further. If you have any questions please don’t hesitate to ask.

Best Regards,  
Luke

Introduced by: City Manager Capela  
Date: January 26, 2016  
Public Hearing: February 9, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **ORDINANCE #16-02**

#### **AN ORDINANCE BY THE BETHEL CITY COUNCIL, ACQUISITION OF PROPERTY, LOT 15, USS 4177, 10.54 ACRES OF UNDEVELOPED PARCEL, FROM BUREAU OF LAND MANAGEMENT, In ACCORDANCE WITH BMC 4.08.020**

**WHEREAS,** the City of Bethel received said parcel by United States Patent issued on August 7, 1968 (Patent No. 50-69-0049) under the Recreation and Public Purposes Act (43 U.S.C. 869 et seq. June 14, 1926);

**WHEREAS,** the City of Bethel was the owner of Lot 15, USS 4177, a 10.54 acre undeveloped parcel located on Chief Eddie Hoffman Highway, Bethel, Alaska;

**WHEREAS,** pursuant to the City of Bethel, approved a transfer of said property to the U.S. Department of Interior, Bureau of Land Management (BLM) through an issued Certificate of Approval of Transfer (Certificate No. 50-39) and a Certificate of Approval of Change of Use (Certificate No. 50-38) to the State of Alaska through the Department of Natural Resources that transferred the Management Rights to the Department of Military and Veterans Affairs to build the "Readiness Center" for Alaska National Guard;

**WHEREAS,** Department of Military and Veterans Affairs has agreed to return the said property to the City of Bethel if this property was not used for the "Readiness Center;"

**WHEREAS,** The Department of Military and Veterans Affairs did not use this site for the "Readiness Center" as stipulated;

**WHEREAS,** the City of Bethel has requested that BLM transfer said property, Lot 15, USS 4177 back to the City of Bethel.

**NOW THEREFORE BE IT RESOLVED,** by the City Council of Bethel, to affirm the request of said property in accordance to the BMC 4.08, Acquisition and Disposal of Land Sec. 4.08.020.

Introduced by: City Manager Capela  
Date: January 26, 2016  
Public Hearing: February 9, 2016  
Action:  
Vote:

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

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

ATTEST:

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

When Recorded City of Bethel  
Return To: PO Box 388  
Bethel, AK 99559

JAN 19 2000

BOOK 0086 PAGE 181

**MEMORANDUM OF UNDERSTANDING**  
**Lot 15, USS 4117, Bethel, Alaska**

**WHEREAS**, the City of Bethel is the owner of Lot 15, USS 4117, a 10.54 acre undeveloped parcel located on Chief Eddie Hoffman Highway, Bethel, Alaska;

**AND WHEREAS**, the City of Bethel received said parcel by United States Patent issued on August 7, 1968 (Patent No. 50-69-0049) under the Recreation and Public Purposes Act (43 U.S.C. 869 *et seq.* June 14, 1926);

**AND WHEREAS**, the State of Alaska, Department of Military and Veterans Affairs has investigated sites for the Army National Guard for the construction of a new readiness center, operational maintenance facility and memorial park in Bethel. Lot 15, USS 4117 has been determined to be a suitable site for these uses;

**AND WHEREAS**, in recognition of this need, and the importance of the Army National Guard to the Bethel region, the City of Bethel has authorized the disposal of Lot 15, USS 4117 to the State of Alaska pursuant to City of Bethel Ordinance No. 99-18 for these herein stated uses;

**AND WHEREAS**, pursuant to City of Bethel Ordinance 99-18, the City has made application on October 21, 1999 to the U.S. Department of Interior, Bureau of Land Management for a Change of Use and Transfer of Title to the State of Alaska. On November 2, 1999 the U.S. Department of Interior, Bureau of Land Management issued a Certificate of Approval of Transfer (Certificate No. 50-39) and a Certificate of Approval of Change of Use (Certificate No. 50-38) to the State of Alaska. The State of Alaska through the Department of Natural Resources will transfer the Management Rights to the Department of Military and Veterans Affairs;

**AND WHEREAS**, it is understood by the parties to this Memorandum that the development of this site, for the herein stated uses, is contingent upon sufficient appropriations of funds.

**NOW BE IT UNDERSTOOD:**

a. If it appears that funding (or construction) is not achievable within ten (10) years from the effective date of this Memorandum, the Department of Military and Veterans Affairs, or its successors in interest, will notify the City of Bethel, and the Department of Natural Resources, 6 months prior to this deadline to determine if there are sufficient facts to renegotiate the deadline or that the project is not attainable.

b. If the project is not achievable, the Department of Military and Veterans Affairs will transfer the Management Rights for the parcel back to the Department of Natural Resources and upon acceptance of the Management rights, the Department of Military and Veterans Affairs will no longer have any rights, interests, or responsibilities with respect to the parcel.

c. Prior to the Department of Natural Resources applying to the Bureau of Land Management for a Change of Use and a Change of Title pursuant to the federal Recreation and Public Purposes Act, the City of Bethel will provide a plan of use that meets the federal criteria for the use of the land under that authority. The Department of Natural Resources will pay the filing fees necessary to apply with the Bureau of Land Management. The City of Bethel is responsible to provide any and all information for the Bureau of Land Management to adjudicate the application for the Change of use and the Change of title.

d. The terms and conditions of this Memorandum may be renegotiated by mutual agreement of the three parties to this Memorandum.

**EFFECTIVE DATE:** November 2, 1999

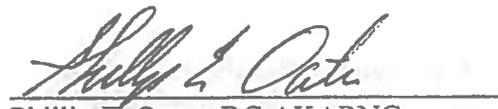
**IN WITNESS WHEREOF,** The parties hereto have executed this Memorandum of Understanding on the date hereinafter written.

**CITY OF BETHEL**

  
 Michael O' Brien, Mayor

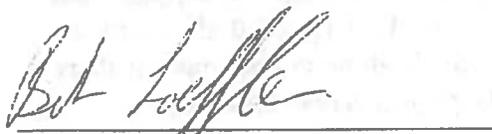
12-20-99  
 Date

**DEPARTMENT OF MILITARY & VETERANS AFFAIRS**

  
 Phillip E. Oates, BG AKARNG  
 The Adjutant General

12/16/99  
 Date

**DEPARTMENT OF NATURAL RESOURCES, DIVISION OF MINING, LAND AND WATER**

  
 Bob Loeffler  
 Director

12/15/99  
 Date



# CITY OF BETHEL

P.O. Box 1388 • Bethel, Alaska 99559-1388  
907-543-2047  
Fax # 543-4171  
Website: [www.cityofbethel.org](http://www.cityofbethel.org)

January 23, 2015

Jenny Anderson  
Realty Specialist  
Anchorage Field Office  
Bureau of Land Management  
907-267-1239  
[JOander@blm.gov](mailto:JOander@blm.gov)

Dear Jenny,

As recently appointed City Manager to the City of Bethel, I have been working with the City's department heads to settle many outstanding issues to move the City forward.

As you recall, you came to Bethel on September 17, 2013, to do a compliance inspection of the former Bethel Readiness Site (Lot 15) in Bethel. Since the site was not used as planned by the State, and is requested to be returned to City of Bethel ownership, I am checking to see what the status of this property is. Bethel City Planner, Rachael Pitts, stated she has been working to get the parcel back since September 2012. The City's anticipates that the process is moving forward on this.

Please contact me at (907) 545-0143 or [acapela@cityofbethel.net](mailto:acapela@cityofbethel.net) to apprise me of the status of this release of property back to the City of Bethel. We look forward to developing the site for recreational uses, and a needed transportation corridor for land locked parcels. Thanks for your assistance.

Sincerely,

Ann K. Capela  
City of Bethel, City Manager

Cc: Rachael Pitts, City Planner



**City of Bethel**  
**300 State Highway**  
**P.O. Box 1388**  
**Bethel, AK 99559**  
**(907) 543-1373**  
**[www.cityofbethel.org](http://www.cityofbethel.org)**

October 29, 2015

Ms. Jenny Anderson  
Reality Specialist  
Anchorage Field Office  
Bureau of Land Management

***Re: Lot 15; USS 4177; 8 North, 71 West, Seward - Located in City of Bethel, AK.***

Dear Jenny,

In the matter of Lot "15", it is the intent of the City of Bethel to utilize this property as green space/public park as well as the original plan for a possible "Sandpit Lake" recreational area with ancillary parking. The City's 2035 Comprehensive Plan envisions this property to be also used for local access road to this public park/green and the "Sand Pit Lake" recreational area.

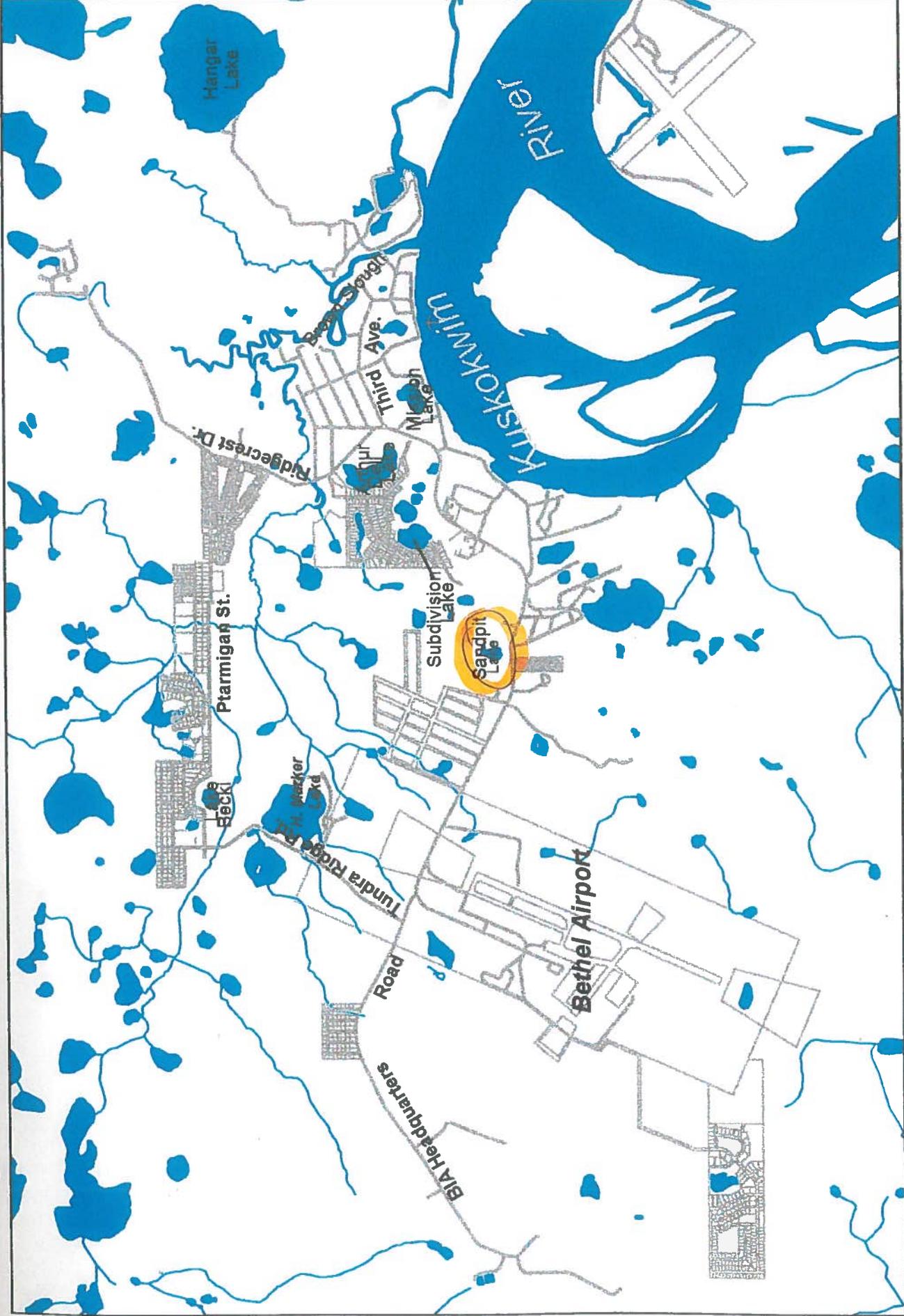
Pending approval by Bethel City Council, the Council may approve the use of this public road as an access road to potential residential development nearby.

Attached are: (a) hydrology map on which I have circled the current Sandpit Lake, (b) City of Bethel future road connections, (c) aerial photo of possible residential development that may be seeking City Council approval, (d) 1 and (d) 2 – an application for this same property to BLM dated 08.21.2012.

Sincerely,

Ann K. Capela  
City Manager

(a)



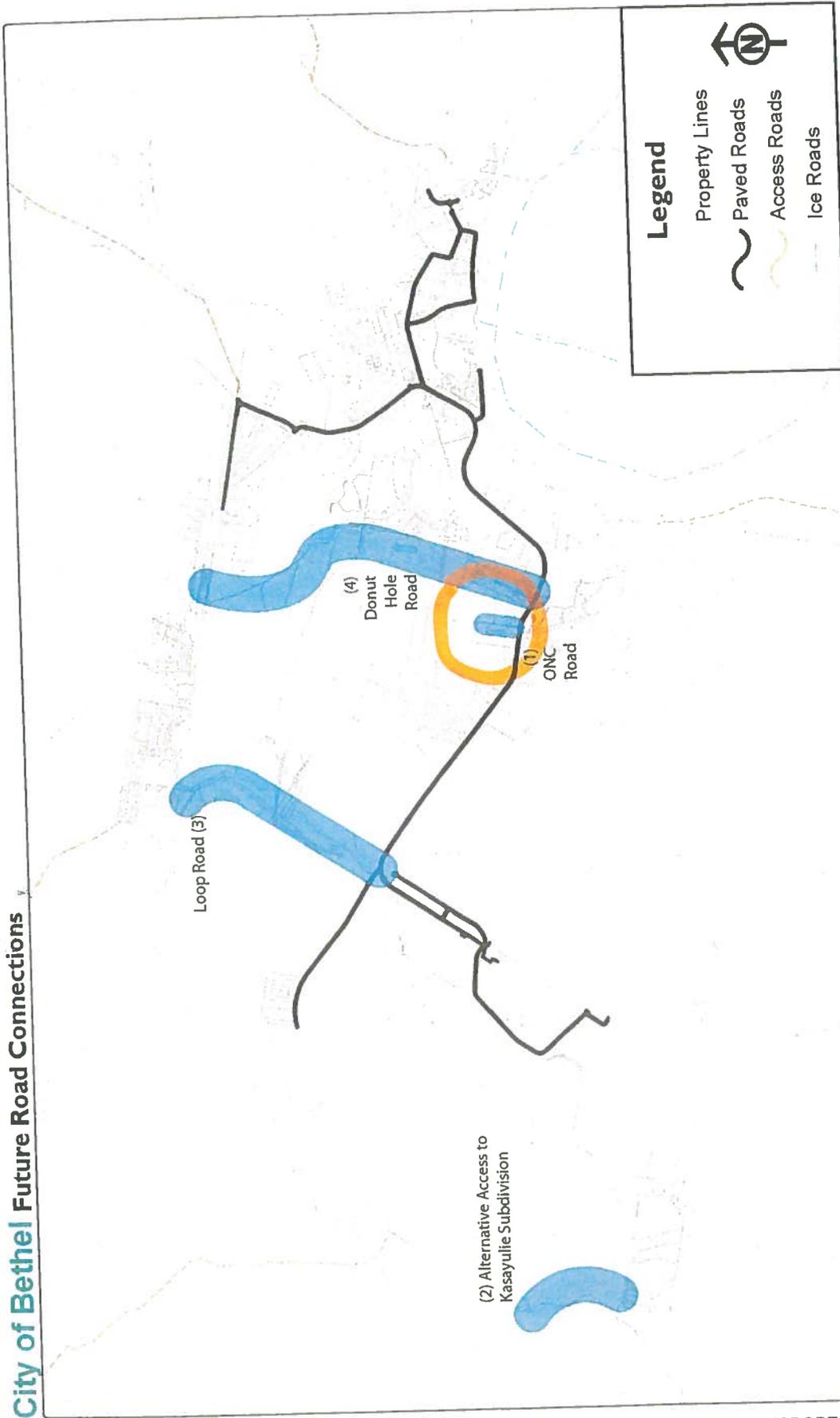
City of Bethel Comprehensive Plan  
**Hydrology**

**Figure 3**  
 Background Study  
 1997



Map 5.1

# City of Bethel Future Road Connections



- (1) Transportation Goal 2, Objective C, Action 1b
- (2) Transportation Goal 2, Objective C, Action 4b
- (3) Transportation Goal 2, Objective C, Action 4c
- (4) Transportation Goal 2, Objective C, Action 4d

Data courtesy of the USGS, BLM, DNR, and Agnew. Back compiled for the City of Bethel with assistance from Agnew. Back Consulting. Alaska State Plane Zone 4, NAD 1983 File: Bethel\_Omnimap\_11/22/10

(C)

New proposed ONC Low Income Housing to Evelyn Elliot Lot 11A Plat 96-6






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**Recreation and Public Purposes Act**

<b>Lands and Realty</b>
Reference Material
Communication Sites
Filming
Land Use Authorizations
Withdrawals
Appraisals
Recreation and Public Purposes Act
Public Land Orders
Land Tenure
Solar Energy
Wind Energy
Public Land Statistics

Over the past 40 years, Americans have expressed a dynamic and accelerated interest in outdoor recreation. Our expanding urban populations, increased mobility and leisure time, and higher standard of living have created a demand for more and better recreation facilities. By the same token, urban expansion and a growing population have increased the need for more public services, such as schools, community buildings, hospitals, and sanitary landfills, just to name a few.

Recognizing the strong public need for a nationwide system of parks and other recreational and public purposes areas, the Congress, in 1954, enacted the Recreation and Public Purposes Act (68 Statute 173; 43 United States Code 869 et. seq.) as a complete revision of the Recreation Act of 1926 (44 Stat. 741). This law is administered by the Bureau of Land Management (BLM).

The act authorizes the sale or lease of public lands for recreational or public purposes to State and local governments and to qualified nonprofit organizations. Examples of typical uses under the act are historic monument sites, campgrounds, schools, fire houses, law enforcement facilities, municipal facilities, landfills, hospitals, parks, and fairgrounds.

A 17 page "Recreation and Public Purposes Act Information Sheet" designed to guide prospective applicants in obtaining lands and benefits under the act is attached. To download the document, [select this link](#).

Department of the Interior regulations for the Recreation and Public Purposes Act are found in Title 43 of the Code of Federal Regulations (43 CFR), [Parts 2740 \(Sales\)](#) and [2912 \(Leases\)](#).

**What Lands are Covered by the Act?**

The act applies to all Public Lands, except lands within national forests, national parks and monuments, national wildlife refuges, Indian lands, and acquired lands.

Under special authority, BLM administers about 2 million acres of revested Oregon and California Railroad and Coos Bay Wagon Road grant lands in western Oregon. These lands may only be leased by public agencies under the act.

**How much Land may be Purchased?**

The amount of land an applicant can purchase is set by law. Whether the land is to be purchased or leased, the BLM will classify for purposes of the act only the amount of land required for efficient operation of the projects described in an applicant's development plan. Applicants should limit the land requested to a reasonable amount. Applicants will be required to first accept a lease, or lease with option to purchase, to assure approved development takes place before a sale is made and a patent (Government deed) is issued. Projects that may include the disposal, placement, or release of hazardous materials (i.e., sanitary landfills) may go directly to patent.

**State Agencies**

Any State, State agency or political subdivision of a state may purchase for recreation purposes up to 6,400 acres annually, and as many small roadside parks and rest sites, up to 10 acres each, as may be needed. In addition, any State, State agency or political subdivision of a state may acquire 640 acres annually for each public purpose program other than recreation. These lands must be within the political boundaries of the agency or within the area of jurisdiction of the organization or, in the case of cities, they must lie within convenient access to the municipality and within the same State.

**Nonprofit Organizations**

Nonprofit organizations may purchase up to 640 acres a year for recreation purposes, and an additional 640 acres for other public purposes.

**How Much Land may be Leased?**

The Act sets no limitation on the amount of land that may be leased.

**Additional Resources**

- [Recreation and Public Purposes Act Application Form](#)

Last updated: 02-11-2014

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## **Service and Monitoring Agreement** **Northern Power® Wind Turbine**

This Service Agreement (this “Agreement”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and Northern Power Systems, Inc. (“Northern Power”) with respect to monitoring, maintenance and repair of the Northern Power wind turbine(s) (the “Turbines”) designated by serial number on the attached Order Form (the “Service Order”).

### **1. Covered Services; Additional Services**

1.1 End-User hereby engages Northern Power to provide, and Northern Power hereby agrees to provide the services (the “Services”) specified on the Service Order attached hereto in accordance with the terms and conditions of this Agreement and consistent with Section 8 of the Northern Power Operations & Maintenance Manual for the Turbines (the “O&M Manual”). Northern Power’s current service and maintenance offerings are set forth on the Service and Monitoring Agreement Rate Sheet attached hereto (the “Rate Sheet”). Northern Power may change the offerings and prices on the Rate Sheet from time to time, provided that no such changes shall affect an existing Service Order between End-User and Northern Power.

1.2 End-User may purchase additional services under this Agreement by making such a request to the Northern Power Service Department detailing the nature and type of services required, the dates for the services to be delivered, and the primary End-User contact. Northern Power will provide the End-User with a Service Order in a timely fashion that details the scope of services, the scheduled services dates, and the fee and expenses for such services. Northern Power will only provide such services once the Service Order has been prepared and approved by the End-User.

### **2. Provision of Services**

2.1 In the provision of these services, End-User and Northern Power agree on the following terms and conditions:

- (a) Northern Power will provide the services in accordance with the maintenance schedule for each Turbine which may be revised in the normal course of business based on the Turbine’s maintenance standards and fleet maintenance history.
- (b) End-User shall at all times observe the guidance provided in this Agreement and O&M Manual and updates, thereto provided by Northern Power.
- (c) End-User recognizes that Northern Power may make Turbine control system and software modifications as part of providing Services. Northern Power also agrees to use commercially reasonable efforts to provide the End-User notice of software upgrades, through email notification, which the End-User may choose to purchase.
- (d) End-User agrees to provide Northern Power prompt unencumbered access to site power and facilities where the Turbine is located for purposes of providing the Services; including arranging all necessary permissions, permits and/or approvals required on a timely basis to facilitate site visits.
- (e) End-User agrees to provide a contact person and relevant contact information to Northern Power for purposes of maintaining updated product and service information as well as for coordinating services hereunder; End-User agrees to keep such information current and up to date.

Signatory initials \_\_\_\_\_

- (f) This Service Agreement shall remain valid pending normal operation of the Turbine on a continuous basis in accordance with the guidelines as defined in the O&M Manual.
- (g) End-User recognizes that for safety reasons the Turbine will need to be shut off during service. Maintenance will occur during normal business hours Monday through Friday. Other service times are subject to published rates per Northern Power's then-current Rate Sheet.
- (h) Services will be provided only if Northern Power determines that the Turbine is safe to service and that the End-User represents that to its knowledge there are no prevailing safety issues that would prevent the Turbine from being serviced by Northern Power or its designee.
- (i) Prior to execution of this Agreement, the End-User will acknowledge its compliance with the O&M Manual and Northern Power or its designee may ask End-User for a Safety Declaration prior to the performance of the services. If such declaration is not furnished, Northern Power will investigate the performance history of the turbine and make a judgment on the "serviceability" of the turbine. Northern Power will promptly notify the End-User of the issues that need to be addressed and reach agreement on a plan to proceed.

**3. Safety. END-USER ACKNOWLEDGES THAT, AS WITH ANY SOPHISTICATED INDUSTRIAL MACHINERY, THE TURBINE MAY BE UNSAFE OR EVEN DANGEROUS IF NOT OPERATED WITH DUE CARE AND CONSISTENT WITH THE OPERATIONS AND MAINTENANCE MANUAL PROVIDED BY NORTHERN POWER. UNSAFE OPERATION OF THE TURBINE – INCLUDING BY PROVIDING ACCESS THERETO TO PERSONS OTHER THAN QUALIFIED SERVICE AND MAINTENANCE PROFESSIONALS -- MAY CREATE CIRCUMSTANCES THAT COULD CAUSE SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. OPERATION OF THE TURBINE OTHER THAN IN STRICT AND FULL COMPLIANCE WITH O&M MATERIALS PROVIDED BY NORTHERN POWER WILL LIMIT OR ELIMINATE THE OPERABILITY OF THE TURBINE AND SHALL VOID THE LIMITED WARRANTY. END-USER ACKNOWLEDGES THAT IT IS END-USER'S SOLE RESPONSIBILITY TO ENSURE SAFE OPERATION OF THE TURBINE.**

#### **4. Turbine Monitoring.**

4.1 If End-User opts for SmartView 24X7 Monitoring, End-User grants Northern Power unconditional access to all information relating to the operation of the Turbine, including electronic access via SmartView to enable Northern Power to provide continuous monitoring of Turbine operation and performance and access to SmartView hardware at the site where the Turbine is located.

4.2 End-User agrees to provide real time Internet access only to Northern Power or Northern Power's designated agent. Northern Power agrees to provide monitoring of the operation and performance of the Turbine through its Network Operations Center, using SmartView or other software data collection and analysis..

#### **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

5.1 End-User expressly recognizes that (i) the software and/or firmware associated with the SmartView remote monitoring system and related user manuals (the "SmartView Software"), (ii)

Signatory initials \_\_\_\_\_



the software and/or firmware associated with the direct drive generator and the power converter and related user manuals (the “Turbine Control” and “Power Electronics Software”) used with or included in the Turbine, and (iii) the design of Turbine, including the direct drive generator and the power converter, embody and constitute confidential and proprietary information of Northern Power (“Confidential Information”). Such direct drive generator and power converter, excluding the Turbine Control and Power Electronics Software, are collectively referred to herein as the “Power System.” End-User shall not tamper with, disassemble, modify, or reverse engineer any part of the Power System, either supplied by Northern Power as part of a system or as a separate item, nor shall End-User disassemble, reverse compile or reverse engineer any SmartView Software or Turbine Control and Power Electronics Software. End-User acknowledges that the disclosure by End-User of Confidential Information may cause irreparable injury to Northern Power and damages that may be difficult to ascertain. **IN THE EVENT OF THE ACTUAL OR THREATENED DISCLOSURE OF CONFIDENTIAL INFORMATION, NORTHERN POWER SHALL, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AND NOTWITHSTANDING SECTION 17 OF THIS AGREEMENT, BE ENTITLED TO INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION TO PROTECT AND RECOVER THE CONFIDENTIAL INFORMATION; NORTHERN POWER RESERVES ALL RIGHTS TO PURSUE AND OBTAIN APPROPRIATE LEGAL AND EQUITABLE REMEDIES FOR ANY VIOLATION OF THIS SECTION 5,** End-User shall not object to the entry of an injunction or other equitable relief against End-User on the basis of an adequate remedy at law, lack of irreparable harm or any other reason.

5.2 Northern Power shall not be required to provide End-User with maintenance, support or updates regarding the Power System and Turbine Control and Power Electronics Software unless End-User opts to purchase RTU Maintenance and TSW Updates as indicated in the Rate Sheet.

5.3 End-User acknowledges that the SmartView Software is not intended to be used as billing software or to otherwise calculate charges or credits for electricity generated by the Turbine. End-User acknowledges that Northern Power has an absolute and unconditional right to monitor the performance of any Turbine, including via SmartView monitoring, and expressly and irrevocably confirms here its permission for Northern Power to do so. End-User acknowledges connectivity to the Internet must be maintained at its expense for any and all monitoring services. Maintaining Internet connectivity is exclusive of temporary power outages beyond the control of the End-User.

5.4 Except for limited usage rights in connection with End-User’s operation of the Turbine, this Agreement does not grant to End-User any right, title, or interest in or to Northern Power’s intellectual property, other proprietary rights or other information, including, but not limited to, Northern Power’s name, trademarks, trade names, trade dress, trade symbols, copyrights, patents, patent applications, inventions, trade secrets, customer lists, product names or designations, processes, designs, or formulas.

5.5 This Section 5 shall survive the termination of this Agreement.

## 6. ON-SITE ACTIVITY.

The following conditions shall apply to any on-site Services provided by Northern Power:

6.1 End-User shall provide such assistance as Northern Power may reasonably require to facilitate timely performance of this Agreement. End-User is responsible for support and facilitation by End-User of Northern Power’s performance of this Agreement. If Northern Power is unable to perform through no fault of its own or as a result of End-User’s failure to cooperate or provide assistance, Northern Power shall be excused from performance. In such event, Northern Power may, at its option, terminate this Agreement or continue to perform to the extent possible, and shall

Signatory initials \_\_\_\_\_



be entitled to an equitable adjustment in purchase price and/or schedule. End-User assistance shall be free of charge to Northern Power and shall include but not be limited to:

- (a) End-User shall provide reasonable security and protection for all persons, property and equipment employed or used by Northern Power.
- (b) End-User shall make available to Northern Power the use of any required utilities, including electrical power, transport and water.
- (c) End-User shall assist Northern Power to obtain access to all necessary roads, railways, pumping stations, power lines, pipelines, canals, and the like.
- (d) End-User shall obtain any permits, licenses, or authorizations necessary to perform this Agreement.

**7. Payments:**

7.1 All prices in the Rate Sheet are in U.S. dollars. Prices do not include any taxes (sales and use, VAT or other), tariffs, import or export duties, shipping, delivery, set fees, which are all payable by the End-User unless specifically listed otherwise. End-User shall pay any and all taxes and charges or provide Northern Power with acceptable exemption certificates before execution of this Agreement and payment of any amounts hereunder.

7.2 End-User shall make all payments, in U.S. (dollars) currency, either:

- a) U.S. Customers please remit payment via electronic funds transfer to:

Comerica Bank  
San Jose, CA 95110  
ABA/Routing: 121 137 522  
Swift Code: MNBDUS33  
Credit Account Name: Northern Power Systems, Inc.  
Final Credit Acct No: 1894469616  
Currency: USD

Domestic Remit Address for Check Payments:

Northern Power Systems, Inc.  
PO BOX 674519  
Detroit, MI 48267-4519

- b) Non-U.S. Customers please remit payment via electronic funds transfer to

Comerica Bank  
San Jose, CA 95110  
ABA/Routing: 121 137 522  
Swift Code: MNBDUS33  
Credit Account Name: Northern Power Systems, Inc.  
Final Credit Acct No: 1894469608  
Currency: USD

7.3 End-User represents and warrants that it has the financial ability to fully perform its obligations under this Agreement. End-User has obtained any commitments, consents or

Signatory initials\_\_\_\_\_

approvals from third parties necessary for End-User to perform hereunder, and such commitments, consents or approvals are binding and non-discretionary. End-User's performance of its obligations hereunder will not violate any agreement or instrument to which End-User is a party or by which its properties are bound.

7.4 End-User shall make all payments due to Northern Power hereunder without deduction, set-off or counterclaim.

7.5 Unscheduled work or events: To be paid within 30 days of service.

## 8. Term and Termination

8.1 This Agreement will become effective on the date hereof and will remain in effect for the duration of the period specified on the Service Order. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice as long as no Service Order is in effect at such time.

8.2 Termination.

(a) Upon the failure of either party to remedy a material breach of any of its obligations under this Agreement within 30 days following receipt of written notice of said breach, the other party may terminate this Agreement immediately by written notice and pursue all available remedies for breach.

(b) Either party may terminate this Agreement immediately upon written notice to the other party in the event that (i) the other party is declared insolvent or bankrupt by a court of competent jurisdiction, (ii) the other party becomes involved in a voluntary or involuntary bankruptcy or other insolvency petition or proceeding for the benefit of its creditors, or (iii) this Agreement is assigned by such party for the benefit of creditors.

## 9. Limitation of Liability

**9.1 NORTHERN POWER SHALL NOT BE LIABLE TO END-USER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COSTS OF COVER, LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER NORTHERN POWER WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.**

**9.2 EXCEPT IN CASES OF INJURY TO PERSONS OR PROPERTY CAUSED BY NORTHERN POWER'S NEGLIGENT ACTS OR OMISSIONS, IN NO EVENT WILL THE TOTAL LIABILITY OF NORTHERN POWER ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO NORTHERN POWER FOR SERVICES UNDER THIS AGREEMENT WITH REGARD TO THE TURBINE(S) WITH RESPECT TO WHICH A CLAIM AROSE. THIS LIMITATION OF THE TOTAL LIABILITY OF NORTHERN POWER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION OR OTHERWISE.**

## 10. Dispute Resolution.

10.1 Any controversy, dispute or claim between the Parties not settled by mutual agreement (a "Dispute") shall be governed by and construed in accordance with the laws of Vermont. Each Party hereby submits to the exclusive jurisdiction of the state or federal courts located in Vermont for

Signatory initials \_\_\_\_\_



purposes of any action relating to the interpretation or enforcement of the provisions of this Agreement, and agrees that any legal proceedings arising under or pursuant to this agreement shall be conducted in such state.

**11. General Provisions.**

11.1 No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under this Agreement. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision.

11.2 Northern Power is an independent contractor. End-User and Northern Power are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.

11.3 The rights and liabilities of the parties under this Agreement are governed in all respects by the laws of the State of Vermont, without reference to or application of its conflicts of law provisions.

11.4 This Agreement may not be amended, modified or altered except in writing signed by both Parties. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.5 Any preprinted terms and conditions contained in any Service Order or other similar document shall be null and void and have no force in modifying the terms of this Service Agreement.

11.6 Any correspondence relating hereto shall be directed to the address indicated for the respective parties on the signature page of this Agreement.

11.7 End-User may not assign its rights and obligations hereunder without the prior written consent of Northern Power, which will be in Northern Power's sole discretion but not to be unreasonably withheld. Northern Power may freely assign its rights hereunder to a service provider authorized by Northern Power. The rights and obligations under this Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

11.8 This Agreement may be executed by the Parties in counterparts, including counterparts executed and delivered via facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatory initials\_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Extended Service and Monitoring Agreement to be executed by their duly authorized representatives as of the date first written above.

**Northern Power Systems, Inc.**

**[End User Entity]**

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

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

Name \_\_\_\_\_  
Print/Type

Name \_\_\_\_\_  
Print/Type

Title \_\_\_\_\_  
Print/Type

Title \_\_\_\_\_  
Print/Type

Date \_\_\_\_\_

Date \_\_\_\_\_

**End User Address for Notices:**

Attention:

Phone: (----) -----

Fax: (----) -----

**Service and Maintenance Agreement Order Form:**

Turbine Serial Number(s): \_\_\_\_\_

Service Program Type: \_\_\_\_\_

Term of service: \_\_\_\_\_ Commencing on (date): \_\_\_\_\_

Price per term: \$0 Total Contract Price: \$ \_\_\_\_\_

*Annual Maintenance to be performed on:*

Signatory initials \_\_\_\_\_

## Service and Monitoring Agreement Rate Sheet:

### Description of Services, Turbines no longer under Warranty:

**SmartView® Monitoring:** NPS 24x7 turbine monitoring option ensures that your turbine is being watched for conditions that cause shutdown of the turbine. Monitoring includes both analyzing and clearing faults that can be safely reset, and notification of conditions that require intervention. This service is included when you have an active warranty agreement. However, when your warranty expires we no longer monitor your turbine unless a new monitoring agreement is in place.

**Remote Terminal Unit (RTU) Maintenance and Turbine Software (SW) updates:** This service ensures you are up-to-date with the best turbine software for your application, designed to maximize availability, performance, and safety. In addition, should your RTU have a component failure, Northern will cover the cost of a replacement RTU for only the cost of shipping. This service is also covered for those on standard or extended warranty.

**Remote/phone support:** Designed to go hand-in-hand with onsite basic training, we provide remote phone support for the duration of the agreement at a fixed cost. When a turbine is down for whatever reason, we can provide live support while your designated in-house Operations & Maintenance, Site engineer or delegate of your choice works to resolve any issues.

**Full Coverage:** For those end-users without staff suitable for working on your turbine, our full service maintenance package ensures annual maintenance is performed by a certified NPS service provider for a fixed annual cost. This option comes with the added benefit of a 20% parts discount for parts required to fix the turbine outside of the regularly scheduled annual maintenance cycle.

**Preventive maintenance:** For those end-users without staff suitable for working on your turbine, our preventive maintenance package ensures annual maintenance is performed by a certified NPS service provider for a fixed annual cost. (Price quote available upon request)

**Onsite Basic Training:** For larger facilities with technically capable full time maintenance staff, we offer one-time on-site basic training for 3-8 participants that includes instruction on how to replace the majority of components in the turbine as well as how to self-perform annual maintenance. If you or your staff are qualified industrial climbers, this training can help customers improve profitability by reducing the labor cost of maintenance and on-site troubleshooting. (Price quote available upon request)

### Description of Services, Turbines under Warranty:

**Preventative Maintenance Package:** As part of the standard and/or extended NPS warranty the following are automatically included in the Preventative Maintenance Package: SmartView 24x7 Monitoring & Reporting, Maintenance and Turbine SW updates, Remote/Phone Support. The Preventative Maintenance Package adds all annual scheduled maintenance for the contract period. The addition of a PM Package to an optional 3 Yr. extended warranty purchased as part of the original turbine sale provides the maximum value and protection to turbine performance.

Signatory initials \_\_\_\_\_

2015		Post Warranty Service Support			Preventive maintenance for turbines still under Warranty
		RTU support & TSW updates	Self Support	Full Coverage	
Support Options	<b>Smartview 24x 7 Monitoring and fault notification</b>	√	√	√	○
	<b>RTU Manintenance and Turbine SW updates</b>	√	√	√	○
	<b>Remote phone support</b>		√	√	○
	<b>Preventive Maintenance</b>			√	√
Price Breakout	<b>Annual Price</b>	\$2,400	\$3,200	\$6,700	\$4,200
	<b>3 yr discount</b>	~25%	~25%	~13%	~10%
	<b>Price of 3 yr contract</b>	\$5,400	\$7,200	\$17,500	\$11,000
	<b>5 yr discount</b>	~32%	~34%	~20%	~19%
	<b>Price of 5 yr contract</b>	\$8,100	\$10,500	\$26,500	\$17,500
<p>*Full Coverage includes an applied 20% discount to all Northern Power supplied parts and unscheduled (non-maintenance) labor according to the prevailing Commercial Rates Schedule. The 20% discount does not apply to freight, expenses and any services rendered by other vendors, contractors, or third-party service providers.</p>					

All Services Pricing subject to change

- (1) All unscheduled maintenance contracted to Northern Power Systems will be billed at rates according to the prevailing Commercial Rate Schedule.
- (2) Phone support is only available for qualified trained L1 technicians during business hours (7:00 AM to 5:00 PM EST Monday-Friday). Remote phone support for end-users without an existing agreement will be billed at the engineering rate according to the prevailing Commercial Rate Schedule.
- (3) Onsite training pricing is available for the self-support program based location and the number students. T&E not included.

Cost Items Specifically Excluded from the Maintenance Schedule:

- Utilities to support operation of the Turbine (including isolation transformer)
- Telephone/DSL or internet access services
- End-User requested maintenance not part of the annual maintenance schedule
- Any travel that is more than 200 Miles from NPS service provider are the responsibility of the End-User
- Parts and services related to non-maintenance service and or repairs will be billed per the approved Service Order

Other vendors, contractors or providers of services (such as cranes or lifts) necessary to complete unplanned maintenance and repairs will be at the End-User's expense. It is understood that Northern Power is providing service technician(s), diagnostic equipment and hand tools only.

Signatory initials \_\_\_\_\_

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# ***New Business***

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Introduced by: Vice-Mayor Maczynski  
Date: February 9, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Resolution # 16-04**

#### **A RESOLUTION OF BY THE BETHEL CITY COUNCIL REQUESTING ALASKA LEGISLATURE TO CONSIDER LESS SEVERE CUTS TO PUBLIC BROADCASTING SERVICES IN ALASKA**

- WHEREAS**, the State of Alaska is facing another challenging budget for Fiscal Year 2017, and likely additional fiscal years in the near future;
- WHEREAS**, a budget shortfall of this magnitude results in tough choices and difficult cuts in every facet of State Government all across Alaska;
- WHEREAS**, Alaska Public Broadcasting is a statewide essential service supported by the State of Alaska;
- WHEREAS**, public broadcasting provides a wealth of civic, cultural, education, news, and entertainment programming and is the primary source of emergency information for Alaska residents;
- WHEREAS**, the public broadcasting budget is facing another round of significant reductions this Fiscal Year;
- WHEREAS**, cuts to all segments of government are expected for FY17 but the proportion of the reduction to public broadcasting will adversely affect the availability of local services across Alaska, especially in rural Alaska where public broadcasting is often the primary means of community and regional news and information sharing.

**NOW, THEREFORE, BE IT RESOLVED** by the Bethel City Council that the membership respectfully requests the Alaska Legislature consider less severe cuts to Alaska's Public Broadcasting Services in the FY2017 budget.

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

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

City of Bethel, Alaska

Resolution #16-04  
1 of 1

Resolution 16-05: Request To The Army Corps Of Engineers, Additional Time To Review The Donlin Gold Environmental Impact Statement, will be provide to the Council by email and provided to the public on the City of Bethel website, [www.cityofbethel.org](http://www.cityofbethel.org) on Friday, February 5, 2016.

Introduced by: Ann Capela, City Manager  
Date: February 9, 2016  
Action:  
Vote:

# CITY OF BETHEL

## Resolution # 16-06

### A RESOLUTION BY THE BETHEL CITY COUNCIL TO APPROVE AN APPLICATION TO THE FISCAL YEAR 2016 STATE HOMELAND SECURITY PROGRAM

**WHEREAS**, the Alaska Division of Homeland Security and Emergency Management administers the State Homeland Security Program (SHSP) grant;

**WHEREAS**, per the grant guidance, "the SHSP is an assistance program that provides funds to build capabilities at the state and local levels to enhance resilience to absorb disruptions and rapidly recover from incidents both manmade and natural;"

**WHEREAS**, The program supports the National Preparedness Goal for "A secure and resilient nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk."

**WHEREAS**, the City can request funding for up to five projects and no match is required;

**WHEREAS**, the FY 2016 SHSP grant application is due February 19, 2016;

**WHEREAS**, the Bethel Police Department needs: 12 video cameras and one server installed at the Police Station to replace and add to its existing video camera repertoire, 25 body cameras, 10 portable radios, and 10 mobile radios;

**WHEREAS**, the Bethel Fire Department needs 15 portable radios and five foam fire extinguishers;

**WHEREAS**, the Public Works Department needs 14 video cameras and a server installed to protect both its water treatment plants;

**WHEREAS**, The Port of Bethel needs four video cameras installed to protect the City Dock and Petro Port and two portable light plants for emergency lighting;

Introduced by: Ann Capela, City Manager  
Date: February 9, 2016  
Action:  
Vote:

**WHEREAS**, the City will prepare and submit a grant request for the amount needed to purchase essential equipment and install it, as needed, and this amount is expected to be \$207,000.

**NOW, THEREFORE BE IT RESOLVED** that the Bethel City Council hereby approves the preparation and submission of an FY 2016 State Homeland Security Program grant application to request funding for essential equipment to protect critical City infrastructure, foster communication, and record events;

**ENACTED THIS 9<sup>th</sup> DAY OF FEBRUARY 2016 BY A VOTE OF \_\_\_\_\_ IN FAVOR AND \_\_\_\_\_ OPPOSED.**

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

ATTEST:

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

Introduced by: Mayor Robb  
Date: February 9, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Resolution # 16-07**

#### **A RESOLUTION OF BY THE BETHEL CITY COUNCIL SUPPORTING PUBLIC EMPLOYEES RETIRMENT SYSTEM REFORM**

- WHEREAS,** the City of Bethel, and other municipalities, contribute to The Public Employee Retirement System (PERS);
- WHEREAS,** included in Senate Bill 125 in 2008 was language requiring municipalities to pay termination costs and “below the floor costs” on the termination of a department, group, or classification of employees;
- WHEREAS,** those lay-offs that are made up of a department, group, or classification will result in a charge to local governments for the actual study, followed by charges for each of those employee’s past service cost for approximately 30 years;
- WHEREAS,** if the total base salary of any municipality falls below what it was in 2008 (the year of SB 125), then charges will be assessed on that drop, as well;
- WHEREAS,** these rules severely limit the ability of municipalities, including the City of Bethel, from being agile in the workplace, including eliminating no longer needed departments, groups, or classifications;
- WHEREAS,** these rules severely limit the ability of municipalities, including the City of Bethel, from creating new needed departments, groups, or classifications for fear of future termination studies and termination costs extending up to 30 years in the future;
- WHEREAS,** municipalities, including the City of Bethel, require agility and adaptability in the workforce to meet our changing needs;
- WHEREAS,** with our current state fiscal crisis, municipalities, including the City of Bethel, may need to make reductions or increasing in the workforce including entire departments, groups, or classifications of employees;

Introduced by: Mayor Robb  
Date: February 9, 2016  
Action:  
Vote:

**WHEREAS**, the State of Alaska is not subject to these rules as an employer, and the State of Alaska is making serious considerations to reducing its workforce.

**NOW, THEREFORE, BE IT RESOLVED** The City of Bethel supports reform in the Public Employee Retirement system. These reforms include eliminating termination studies and all costs for reducing or eliminating departments, groups, or classifications of employees, as well as not inhibiting future additions of departments, groups, or classifications of employees.

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

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

Introduced by: City Manager Capela  
Date: February 2, 2016  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Resolution # 16-08**

#### **A RESOLUTION CERTIFYING THAT THE MUNICIPALITY DID SUFFER SIGNIFICANT EFFECTS DURING THE PROGRAM BASE YEAR FROM FISHERIES BUSINESS ACTIVITIES THAT OCCURRED WITHIN THE FMA 6: LOWER KUSKOKWIM FISHERIES MANAGEMENT AREA**

**WHEREAS**, AS 29.60.450 requires that for a municipality to participate in the FY 16 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2014 from fisheries business activities;

**WHEREAS**, 3 AAC 134.060 provides that if the allocation available for a fisheries management area is less than the long-form threshold value, a municipality may demonstrate that it suffered significant effects during the program base year from fisheries business activities that occurred within that fisheries management area through a resolution of the municipality's governing body;

**WHEREAS**, the City of Bethel is located within a fisheries management area with an allocation less than the long-form threshold value;

**WHEREAS**, 3AAC 134.120 provides that this resolution satisfies the Short-Form Application resolution requirements under the FY 16 Shared Fisheries Business Tax Program;

**NOW, THEREFORE, BE IT RESOLVED THAT:** the Bethel City Council, by this resolution certifies that the City of Bethel did suffer significant effects during calendar year 2014 from fisheries business activities that occurred within the within the FMA 6: Lower Kuskokwim fisheries management area and wishes to apply for funding under the FY 16 Shared Fisheries Business Tax Program.

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

---

Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

Introduced by: City Manager Capela  
 Introduction Date: February 9, 2016  
 Public Hearing: February 23, 2016  
 Action:  
 Vote:

**CITY OF BETHEL, ALASKA**

**ORDINANCE #15-14 (d)**

**An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2016 Budget**

**Be it Enacted by the Bethel City Council** that the FY 2016 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 2016, July 1, 2015 to June 30, 2016.

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

**Water & Sewer Fund ( 51 )**

**Budget Modification 16-04**

	<b>Decrease</b>	
51-45-471	Water Sewer Subscription Fees, Designated to Capital Improvements	(55,608)
	Total Decrease	(55,608)
	<b>Increase</b>	
10-86-669	Main Sewer Pump Station	55,608
	Total Increase	55,608
<b>TOTAL</b>	<b>Net Change to IN KIND MATCH &amp; TRANSFER</b>	<b>0</b>

**Yukon Kuskokwim Regional Health and Aquatic Safety Training Center FUND ( 40 )**

**Budget Modification 16-05**

	<b>Increases</b>	
40-50-669	Other Professional Services	35,000
	Total Increase	35,000
	<b>Decreases</b>	
40-50-646	Contractor's Fee	(35,000)
	Total Decrease	(35,000)
<b>TOTAL</b>	<b>Net Change to Water &amp; Sewer Utility Revenues</b>	<b>0</b>

**TOTAL CHANGE TO OVERALL CITY BUDGET**

	<i>Change to Revenues Increase/(Decrease)</i>
--	---



## **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, City Manager

**From:** Hansel L Mathlaw, Finance Director

**Date:** February 2, 2016

**Re:** Justifications for Budget Modification Request Water/Sewer Pump and ProDev Professional Services

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Listed below is an explanation for the budget modification requested in Ordinance # 15-14

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The following explains the two requests for City Council approval:

### **WATER/SEWER PUMP**

Last fiscal year (FY15), The City Council approved Budget Ordinance #14-14 ( h ) for repair work to be perform on the Bethel Heights Water Treatment Plant and the Main Sewer Pump Station. A pump was ordered in FY15, but was not delivered until FY16. Because funds are not carried over to the next fiscal a new budget modifications needs to be approved before payment is released. The source of funds will come from the Water Subscription Fees Designated to Capital Improvements. (Page 67 in the FY16 Budget)

### **ProDEV Professional Services**

The reports submitted by United Pools reveal several line items underutilized. To cover the \$35,000 in Professional Services funds to will be moved from United Pools contractor's fee to Other Professional Services

## City of Bethel Action Memorandum

Action memorandum No.	16-08		
Date action introduced:	February 9, 2016	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 Courtney Trammell to the Marijuana Advisory Committee.*

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): None

Amount of fiscal impact		Account information:
X	No fiscal impact	

*Action memorandum 16-08 is sponsored by the Mayor at the request of the City Clerk.*

Courtney Trammel has requested appointment to the Marijuana Advisory Committee. If appointed, he would be appointed to a term of two years as an alternate member with a term expiration of January 1, 2017.

The Marijuana Advisory Committee has two alternate seats available.

## City of Bethel Action Memorandum

Action memorandum No.	16-09		
Date action introduced:	February 9, 2016	Introduced by:	Council Member Albertson
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

### SUBJECT/ACTION:

Direct Administration to create a budget modification to present to the Council by March 8, 2016, to proceed with a fleet tracking system for ten city vehicles.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	City Manager Capela	<i>AKC</i>	Request to delay for financial and tech research
<input checked="" type="checkbox"/>	Finance Director Mathlaw	<i>HM</i>	Not recommended
<input checked="" type="checkbox"/>	Public Works Director Lakhani	<i>zof lakhani</i>	

Attachment(s): GCI FleetTRAQ

Amount of fiscal impact	Staff time and priorities of tasks for staff that will include but not limited to; IT, PW and Finance.	Account information:
X	No fiscal impact	

With the fiscal situation the City of Bethel is facing, it is important that the fleet is being used as efficiently as possible. To ensure this is the case, the City should inspect the routes the utility trucks use to determine if there is a modification that can be made to improve the system.

The fleet tracking system would keep track of the vehicle information such as real-time and historical location information, speed, MPG and mileage and any trouble codes for the vehicles.

This information could be used to optimize fuel consumption, identify when a vehicle may need maintenance or repairs, as well as to provide the routes taken by the trucks to make sure they are financially efficient for the City's utility services.

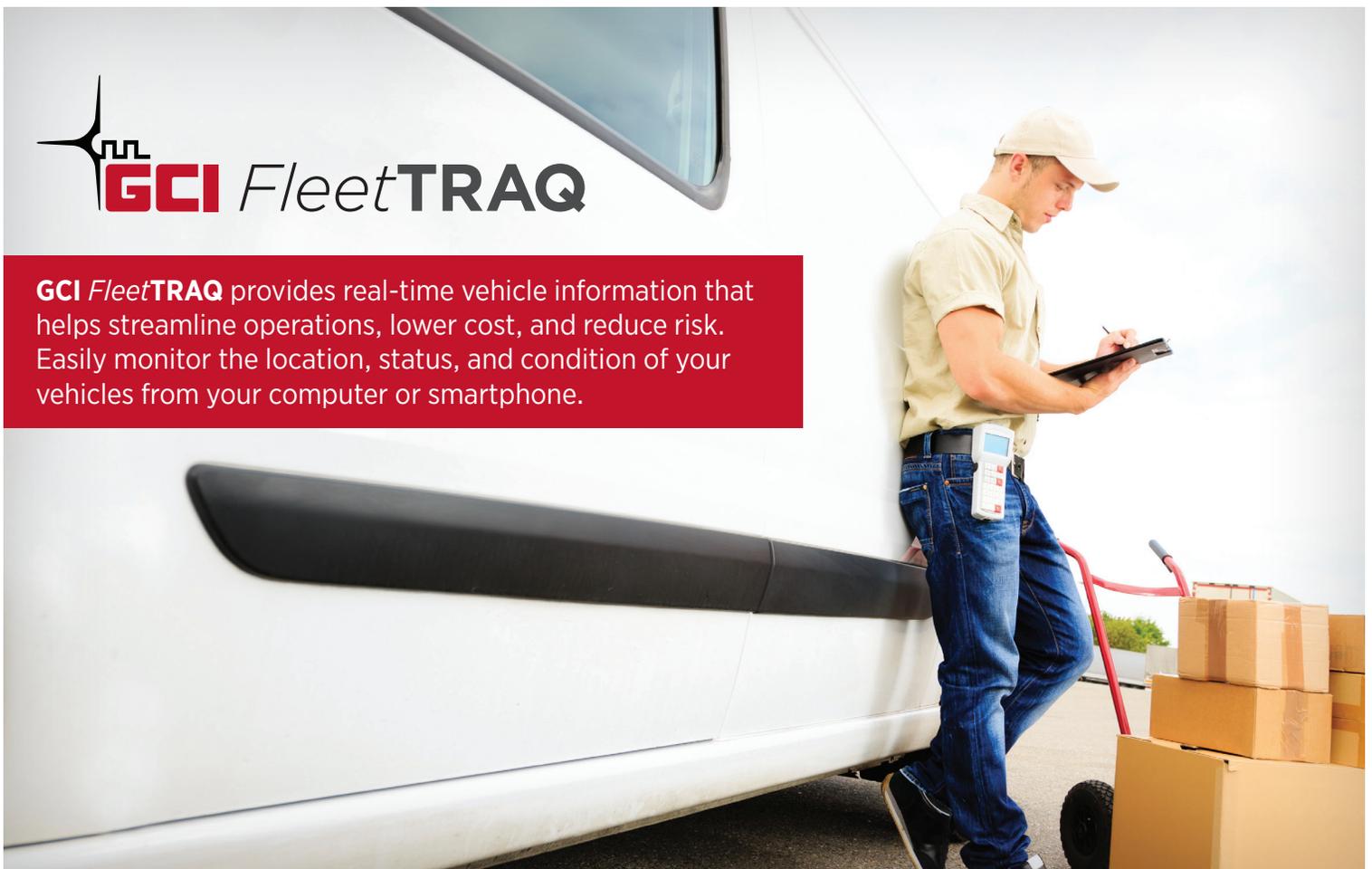
In addition to the efficiency aspects for the vehicle and the drivers, the system would help in settling any false complaints or claims against the City that may arise. The location software can provide indubitably where a vehicle was at the time of any alleged offence and thus assisting with any dispute of a claim.

With the intent of soon implementation, the council directs Administration to prepare a budget modification for the costs associated with start up and operation for the remainder of Fiscal Year 2016 as well as an action plan outlining what ten vehicles would be equipped with the system and how the Administration plans on monitoring and utilizing the data.

In addition to the Fiscal Year 2016 allocation, Administration should plan on including this in the Fiscal Year 2017 budget with the understanding, the number of vehicles using the system may be expanded.



**GCI FleetTRAQ** provides real-time vehicle information that helps streamline operations, lower cost, and reduce risk. Easily monitor the location, status, and condition of your vehicles from your computer or smartphone.



## MANAGE YOUR VEHICLES IN REAL TIME FOR JUST \$12.99 PER VEHICLE

### **HERE'S HOW IT WORKS**

GCI **FleetTRAQ** collects and sends vital information about your vehicles using a small device that's easy to install. All you need is a simple plug-in connection to an on-board diagnostics (OBD) port, which is standard in most vehicles. Vehicle information arrives to you in an easy-to-read format that you can quickly access from a computer or smartphone.

### **POWERFUL TRACKING**

With GCI **FleetTRAQ** you can track basic vehicle info, such as VIN#, ID#, make, model, and year. Gather real-time and historical location information like speed, MPG, and mileage—plus engine idle time and trouble codes.

### **FOR BUSINESSES OF ALL SIZES**

Businesses large and small use GCI **FleetTRAQ** to manage anything from one vehicle to an entire fleet. Businesses include landscaping companies, real estate agents, courier companies, independent contractors, HVAC companies, and more.

### **BACKED BY OUTSTANDING SUPPORT**

GCI **FleetTRAQ** includes full 24/7/365 dedicated business technical support, based right here in Alaska. Plus, we can provide hands-on training to get your fleet managers and dispatchers up and running quickly.



### **Get in Touch and Learn More**

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Your Business Technology Partner™



**JUST \$12.99 A MONTH PER VEHICLE**

**STREAMLINE OPERATIONS, INCREASE VISIBILITY**

- Get your workforce to the right place at the right time.
- Optimize fuel consumption and time spent in transit.
- Track mileage for taxes and other reporting.
- Receive alerts for events like excessive speed and engine trouble.
- Know when your vehicles come and go with assigned destinations.
- Provide police with location data in the event of vehicle theft.
- Collect data that can help dispute complaints, claims, or litigation.
- Identify when vehicles may need maintenance or repairs.

**PLUG AND PLAY SETUP, ALONG WITH FULL TRAINING**

The GCI FleetTRAQ device plugs into the diagnostic port of your vehicle using a standard OBD-II connection. From there, we will connect your fleet to the easy-to-use portal that you can access from a computer or smartphone. We can also help you set up automated reports that provide you with the critical information you need to manage your fleet.

**DEVICE SPECIFICATIONS**

Xirgo Technologies XT-2000 Series Device

**PHYSICAL**

- OBD-II Connector (J1962)
- Integrated GPS Antenna
- Dimensions - 1.8" x 1.5" x 1"
- Weight - <2 oz.
- Operating Temp - 70°C to -30°C
- DC Power - 6-18V
  - 30mA average @12V

**WIRELESS**

- 3G UMTS/HSDPA
- 2G GPRS
- Integrated Wireless Antenna

**SUPPORTED OBD PROTOCOLS**

- J1850 PWM
- J1850 VPW
- ISO-9141-2
- ISO-14230 KWP2000
- ISO-15765 CAN

*GCI FleetTRAQ requires a one-time equipment purchase fee. All products require a GCI wireless data plan.*

**Get in Touch and Learn More**

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## City of Bethel Action Memorandum

Action memorandum No.	AM-16 -10		
Date action introduced:	February 9, 2016	Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Approve the selection of Project Development Associates to serve as project manager for the relocation of the existing Port Office and construction of new Port Office.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Finance	HM	Recommend approval.
<input checked="" type="checkbox"/>	Port	POW	Recommend approval.
<input checked="" type="checkbox"/>	City Manager		Recommend approval
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s):

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$78,925	Funds are budgeted for.	52-50-990
	Funds are not budgeted. Budget modification is required.	

The City of Bethel prepared and issued a Request for Proposals to hire a firm to provide project management services to oversee the relocation of the existing Port Office and the design or design/build of a new Port Office. The City received four proposals. A three-person committee reviewed the proposals and scored them. The Purchasing Agent agreed with the review committee's recommendation. See score results below:

Project Development Associates (ProDev) = 89 + 95 + 95 = 279

DOWL = 87 + 88 + 94 = 269

Meridian = 77 + 86 + 80 = 243

Arcadis = 84 + 84 + 69 = 237

## PROFESSIONAL SERVICES AGREEMENT CITY OF BETHEL

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of February, 2016 (“Effective Date”), by and between the CITY OF BETHEL, a municipal corporation (“City”), and Project Development Associates LLC (aka Pro Dev) (“Project Manager”).

### WITNESSETH:

WHEREAS, City proposes to have Project Manager provide professional project management services as described herein below; and

WHEREAS, Project Manager represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and

WHEREAS, City and Project Manager desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### 1.0. SERVICES PROVIDED BY PROJECT MANAGER

1.1. Scope of Services. Project Manager shall provide the professional services described in Project Manager’s Proposal signed January 15, 2016 (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Project Manager pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Project Managers in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Project Manager will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Project Manager also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Project Manager’s performance of this Agreement.

1.3. Warranty. Project Manager warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and Alaska employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Project Manager shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings,

and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Project Manager's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Project Manager shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, disability, medical condition, marital status, gender, gender identity, sexual orientation, or status as a disabled veteran. Violation of this provision may result in the termination of this Agreement for cause.

1.5. Non-Exclusive Agreement. Project Manager acknowledges that City may enter into agreements with other Project Managers for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Project Manager may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Project Manager's sole cost and expense.

## 2.0. COMPENSATION AND BILLING

- A. Compensation. Subject to the provisions of this Agreement, the City shall pay the Project Manager on a time and materials basis as outlined in the Price Sheet submitted with Project Manager's Proposal (attached as Appendix A), attached hereto and incorporated herein by reference, for services required by this Agreement.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Project Manager in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Project Manager may incur in the performance of its obligations under this Agreement have already been included in computation of the Project Manager's fee and may not be charged to the City.
- C. Total annual compensation shall not exceed *Seventy Eight Thousand Nine Hundred Twenty Five (\$78,925) Dollars* without the express written authorization of the City.

2.1. Additional Services. Project Manager shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Project Manager performing the additional services, approves such additional services in writing and in advance. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.2. Method of Billing. Project Manager may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than once a month. Said invoice

shall be based on the total of all Project Managers' services which have been completed to City's sole satisfaction. City shall pay Project Manager's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.3. Records and Audits. Records of Project Manager's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of payment for services rendered.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule submitted by Project Manager and approved by City. Said Project Schedule shall be due no more than twenty (20) days from the Effective Date and shall be attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual written agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue until the project is completed. In no event shall this Agreement continue past December 31, 2016.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Project Manager. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Project Manager shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Project Manager for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Project Manager in its performance of this Agreement including, but not limited to, insurance program files, quotes, requests for proposals, policies, certificates, etc.,

shall be delivered to the City within ten (10) business days of delivery of termination notice to Project Manager, at no cost to City. Any use of uncompleted documents without specific written authorization from Project Manager shall be at City's sole risk and without liability or legal expense to Project Manager.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Project Manager shall obtain and maintain during the life of this Agreement all of the following insurance coverages: Errors and Omissions (Professional Liability) of not less than One Million (\$1,000,000) per occurrence.

5.2. Endorsements. The comprehensive/commercial general liability insurance policy shall contain or be endorsed to contain the following provisions:

5.2.1 Additional insureds: "The City of Bethel and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

5.2.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

5.2.3 Other insurance: "Any other insurance maintained by the City of Bethel shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Project Manager shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Project Manager may be held responsible for payments of damages to persons or property.

## **6.0 GENERAL PROVISIONS**

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Port Director or their designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Project Manager shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Project Manager called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO PROJECT MANAGER:**  
Project Development Associates LLC  
Attn: Douglas Cobb  
Senior Project Manager  
5953 Muirwood Dr.  
Anchorage AK 99502

**IF TO CITY:**  
City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559

Facsimile: (907) 543-1394

*With copy to:*

City of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559

Facsimile: (907) 543-2936

6.4. Drug-free Workplace Policy. Project Manager shall provide a drug-free workplace. Project Manager's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.5. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

6.7. Assignment: Project Manager shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Project Manager's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Project Manager of Project Manager's obligation to perform all other obligations to be performed by Project Manager hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless, Project Manager to City:

To the fullest extent permitted by law, the Project Manager assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Project Manager or the performance of this Agreement by the Project Manager (including its subcontractors and suppliers).

It is expressly intended by the parties that Project Manager's indemnity and defense obligations shall apply, and Indemnities shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnities, or any of them, and whether or not such Indemnities negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Project Manager's indemnity and defense obligations shall cover the acts or omissions of any of Project Manager's subcontractors, and suppliers, and the employees of any of the foregoing.

The Project Manager's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Project Manager's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Project Manager or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Project Manager may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the

other individuals enumerated above in any such action, the Project Manager shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.9 Indemnification and Hold Harmless, City to Project Manager:

To the fullest extent permitted by law, the City assumes liability for and shall save and protect, hold harmless, indemnify, and defend Project Manager (hereinafter "Indemnity") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, Attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of City or the performance of this Agreement by the City (including its employees, officers and appointed officials).

It is expressly intended by the parties that City's indemnity and defense obligations shall apply, and Indemnity shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnities, or any of them, and whether or not such Indemnities negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

City's indemnity and defense obligations shall cover the acts or omissions of any of City's employees, officers and elected officials.

The City's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of City's personnel practices or from any allegation of an injury to an employee, officer or elected official of the City.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the City may have with respect to the Project Manager which may otherwise exist. If any judgment is rendered against the Project Manager or any of the other individuals enumerated above in any such action, the City shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

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

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

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

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Project Manager or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Project Manager agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Project Manager. City shall indemnify and hold harmless Project Manager from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Project Manager. Project Manager shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Project Manager has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Project Manager during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Project Manager, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Project Manager as necessary to accomplish the rendition of services set forth in this Agreement. Project Manager shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Standard of Care: Project Manager covenants with Owner to furnish its

professional skill and judgment with due care in accordance with the generally accepted standards of good project management practice. Project Manager will provide all Services in a competent manner. It is understood that some of the Services to be rendered hereunder require professional judgment and skill. In those cases Project Manager will adhere to the standards of the applicable profession. Project Manager will furnish efficient business administration, project management services and will use its professional efforts at all times in an expeditious and economical manner to further the interests of Owner. Project Manager shall not be liable to Owner for any good faith error in judgment, nor for any good faith act or omission taken by Project Manager in performing the Services, provided that the Project Manager has otherwise satisfied the Standard of Care as stated herein.

Nothing contained herein shall be construed to mean this Agreement supplants or conflicts with, or that Project Manager assumes any of such Other Contractors' respective contractual obligations or customary duties and responsibilities. Project Manager does not have control over and shall not be responsible for the acts or omissions of any Other Contractors or their respective subcontractors, agents or employees, or any other persons performing work on the Project who are not employees of the Project Manager.

6.15. Prohibited Employment: Project Manager will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Project Manager and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof

favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

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

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF BETHEL,  
A municipal corporation

PROJECT MANAGER

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

\_\_\_\_\_  
By: Douglas Cobb  
Its: Senior Project Manager

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

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

<b>A. Introduction and Orientation</b>	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Kickoff Meeting	12									
Follow-up Budget and Schedule	20									

Monthly Hours	32	0	0	0	0	0	0	0	0	0
Monthly Labor Cost	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Number of Site Visits - Day trip	1									
Travel expense airfare/auto/per diem	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Estimate	\$ 4,320									
Estimated Expenses	\$ 600									
Mark-up on Expenses 10%	\$ 60									
<b>Total Estimated Labor and Expenses</b>	<b>\$ 4,980</b>									

<b>B. Relocation</b>	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Coordination and followup	10									
RFP and Bid Process	12	12								
On site for planning and info gathering	24									
On site for coordination of field work		24								

Monthly Hours	46	36	0	0	0	0	0	0	0	0
Monthly Labor Cost	\$ 6,210	\$ 4,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Number of Site Visits - Two nights	1	1								
Travel expense airfare/auto/per diem	\$ 1,150	\$ 1,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Estimate	\$ 11,070									
Estimated Expenses	\$ 2,300									
Mark-up on Expenses 10%	\$ 230									
<b>Total Estimated Labor and Expenses</b>	<b>\$ 13,600</b>									

<b>C. RFP Process</b>	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Draft RFP	24	10								
Information gathering		10								
Proposal Evaluation		18								

Monthly Hours	24	38	0	0	0	0	0	0	0	0
Monthly Labor Cost	\$ 3,240	\$ 5,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Number of Site Visits - Day trip		1								
Travel expense airfare/auto/per diem	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Estimate	\$ 8,370									
Estimated Expenses	\$ 600									
Mark-up on Expenses 10%	\$ 60									
<b>Total Estimated Labor and Expenses</b>	<b>\$ 9,030</b>									

<b>D. Design</b>	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Oversee Design Process			24	16						
Review conferences			24	24						

Monthly Hours	0	0	48	40	0	0	0	0	0	0
Monthly Labor Cost	\$ -	\$ -	\$ 6,480	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Number of Site Visits - Day trip				2						

Travel expense airfare/auto/per diem	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Estimate	\$ 11,880									
Estimated Expenses	\$ 1,200									
Mark-up on Expenses 10%	\$ 120									
<b>Total Estimated Labor and Expenses</b>	<b>\$ 13,200</b>									

<b>E. Construction</b>	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Planning					24	4				
Construction oversight and coordination						24	40	40	40	8

Monthly Hours	0	0	0	0	24	28	40	40	40	8
Monthly Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ 3,240	\$ 3,780	\$ 5,400	\$ 5,400	\$ 5,400	\$ 1,080
Number of Site Visits - Overnight trip						2	2	2	2	
Travel expense airfare/auto/per diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700	\$ -
Labor Estimate	\$ 24,300									
Estimated Expenses	\$ 6,800									
Mark-up on Expenses 10%	\$ 680									
<b>Total Estimated Labor and Expenses</b>	<b>\$ 31,780</b>									

<b>F. Wrap-up / Closeout</b>	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Substantial Completion, Punchlist, Closeout Documents										40

Monthly Hours	0	0	0	0	0	0	0	0	0	40
Monthly Labor Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,400
Number of Site Visits - Overnight trip										1
Travel expense airfare/auto/per diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850
Labor Estimate	\$ 5,400									
Estimated Expenses	\$ 850									
Mark-up on Expenses 10%	\$ 85									
<b>Total Estimated Labor and Expenses</b>	<b>\$ 6,335</b>									

<b>Project Total</b>	
Labor Estimate	\$ 65,340
Estimated Expenses	\$ 12,350
Estimated number of site visits	15
Mark-up on Expenses 10%	\$ 1,235
<b>Total Estimated Labor and Expenses</b>	<b>\$ 78,925</b>

# City of Bethel Action Memorandum

Action memorandum No.	16-11		
Date action introduced:	2-9-2016	Introduced by:	City Manager Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

## Action Title

Approve the City of Bethel purchase of 50 drums of Protherm 720 Heavy Duty Coolant & Heat Transfer Fluid (propylene glycol 60/40) from Garness Industrial, Inc.

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

Attachment(s): None.

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$24,550	Funds are budgeted for.	51-86-590
	Funds are not budgeted. Budget modification is required.	

## Summary Statement

The City of Bethel used the bid process in January 2016 to solicit bids for the City Public Works Department's purchase of 50 drums of glycol 60/40. The City received five bid packages and selected the lowest qualified bidder. See the results below:

Garness Industrial, Inc. = \$24,550  
 O'Brien Construction = \$32,632.50 (adjusted with 5% local bidder discount applied)  
 Frontier Supply Company = \$35,850  
 Ferguson Enterprises, Inc. = \$36,188.85  
 NRC Alaska = \$43,400

AM 16-12: Approving The Contract With ProDev For Request For Proposal For The Management Of The Pool Facility will be emailed to the Council and provided on the City of Bethel website [www.cityofbethel.org](http://www.cityofbethel.org), when the document is available. The contract is included in the packet.

## PROFESSIONAL SERVICES AGREEMENT CITY OF BETHEL

THIS AGREEMENT is made and entered into this 10th day of February, 2016 (“Effective Date”), by and between the CITY OF BETHEL, a municipal corporation (“City”), and Project Development Associates LLC (aka Pro Dev) (“Project Manager”).

### WITNESSETH:

WHEREAS, City proposes to have Project Manager provide professional project management services as described herein below; and

WHEREAS, Project Manager represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and

WHEREAS, City and Project Manager desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### 1.0. SERVICES PROVIDED BY PROJECT MANAGER

1.1. Scope of Services. Project Manager shall provide the professional services described in Project Manager’s Proposal dated January 25, 2016 (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference. Project Manager shall complete two (2) tasks for the City:

- A. Fitness Center Management RFP: Project Manager shall develop and issue a Request for Proposal (RFP) for the Fitness Center Management. The RFP will seek proposals addressing both a cost-plus type contract and a fixed price contract. Project Manager will be responsible for managing the proposal process, including, but not limited to any pre-proposal conferences, preparation of and distribution of addendums, vetting proposals, contacting references, organizing the selection committee, issuing notifications to successful and unsuccessful proposers, and assisting the City through the final contract process.
- B. Operations Audit: Project Manager shall assist the City in procuring a sole source contract for conducting an operations audit to review original commissioning, how the equipment has been operated and maintained, how regulatory functions have been discharged and responses to systems failures. Project Manager shall assist City by coordinating and participating with the audit consultants and communicating the reports issued by the auditors to the City along with a plan of action for any recommended corrections. The maximum number of trips which Project Manager will provide under this portion of the contract is two (2). If City requests additional trips, the hours and cost of the trip will be negotiated by separate addendum.

The above descriptions are a summary of the scope of services and not meant to be all-inclusive.

1.2. Professional Practices. All professional services to be provided by Project Manager pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Project Managers in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Project Manager will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Project Manager also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Project Manager's performance of this Agreement.

1.3. Warranty. Project Manager warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and Alaska employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Project Manager shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Project Manager's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Project Manager shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, disability, medical condition, marital status, gender, gender identity, sexual orientation, or status as a disabled veteran. Violation of this provision may result in the termination of this Agreement for cause.

1.5 Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Project Manager may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Project Manager's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

- A. Compensation. Subject to the provisions of this Agreement, the City shall pay the Project Manager as follows: For both portions of Project Manager's services, Project Manager shall be compensated on a time and materials basis at the rate of One Hundred Forty Dollars (\$140) per hour of labor. Additionally, Project Manager shall be reimbursed for all expenses. Such expenses may include a mark-up not to exceed ten percent (10%). It is estimated the Fitness Center Management portion of this Agreement will incur

approximately 200 hours. The Operations Audit portion of this Agreement is estimated to need approximately 60 hours of labor.

B. Total annual compensation shall not exceed *Thirty Five Thousand (\$35,000) Dollars* without the express written authorization of the City.

2.1. Additional Services. Project Manager shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Project Manager performing the additional services, approves such additional services in writing and in advance. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.2. Method of Billing. Project Manager may submit invoices to City's affected supervisor, Ann K. Capela, for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Project Managers' services which have been completed. City shall pay Project Manager's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.3. Records and Audits. Records of Project Manager's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of payment for services rendered.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule submitted by Project Manager and approved by City. Said Project Schedule shall be due no more than twenty (20) days from the Effective Date and shall be attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual written agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue until the project is completed. In no event shall this Agreement continue past July 1, 2016

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Project Manager. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Project Manager shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Project Manager for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Project Manager in its performance of this Agreement including, but not limited to, insurance program files, quotes, requests for proposals, policies, certificates, etc., shall be delivered to the City within ten (10) business days of delivery of termination notice to Project Manager, at no cost to City. Any use of uncompleted documents without specific written authorization from Project Manager shall be at City's sole risk and without liability or legal expense to Project Manager.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Project Manager shall obtain and maintain during the life of this Agreement all of the following insurance coverages: Errors and Omissions (Professional Liability) of not less than One Million (\$1,000,000) per occurrence.

5.2. Endorsements. The comprehensive/commercial general liability insurance policy shall contain or be endorsed to contain the following provisions:

5.2.1 Additional insureds: "The City of Bethel and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

5.2.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

5.2.3 Other insurance: "Any other insurance maintained by the City of Bethel shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

## **6.0 GENERAL PROVISIONS**

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including

exhibits to this Agreement.

6.2. Representatives. The City Manager or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Project Manager shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Project Manager called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO PROJECT MANAGER:**

Project Development Associates LLC  
Attn: Douglas Cobb  
Senior Project Manager  
5953 Muirwood Dr.  
Anchorage AK 99502

**IF TO CITY:**

City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559

Facsimile: (907) 543-1394

***With copy to:***

City of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559

Facsimile: (907) 543-2936

6.4. Drug-free Workplace Policy. Project Manager shall provide a drug-free workplace. Project Manager's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.5. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

6.7. Assignment: Project Manager shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Project Manager's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Project Manager of Project Manager's obligation to perform all other obligations to be performed by Project Manager hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless, Project Manager to City:

To the fullest extent permitted by law, the Project Manager assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnities") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, Attorney's fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Project Manager or the performance of this Agreement by the Project Manager (including its subcontractors and suppliers).

It is expressly intended by the parties that Project Manager's indemnity and defense obligations shall apply, and Indemnities shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnities, or any of them, and whether or not such Indemnities negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Project Manager's indemnity and defense obligations shall cover the acts or omissions of any of Project Manager's subcontractors, and suppliers, and the employees of any of the foregoing.

The Project Manager's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Project Manager's or its subcontractor's personnel practices or from any allegation

of an injury to an employee of the Project Manager or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Project Manager may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Project Manager shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

#### 6.9 Indemnification and Hold Harmless, City to Project Manager:

To the fullest extent permitted by law, the City assumes liability for and shall save and protect, hold harmless, indemnify, and defend Project Manager (hereinafter "Indemnity") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, Attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of City or the performance of this Agreement by the City (including its employees, officers and appointed officials).

It is expressly intended by the parties that City's indemnity and defense obligations shall apply, and Indemnity shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnities, or any of them, and whether or not such Indemnities negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

City's indemnity and defense obligations shall cover the acts or omissions of any of City's employees, officers and elected officials.

The City's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of City's personnel practices or from any allegation of an injury to an employee, officer or elected official of the City.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the City may have with respect to the Project Manager which may otherwise exist. If any judgment is rendered against the Project Manager or any of the other individuals enumerated above in any such action, the City shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

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

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

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

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Project Manager or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Project Manager agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Project Manager. City shall indemnify and hold harmless Project Manager from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Project Manager. Project Manager shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Project Manager has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Project Manager during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Project Manager, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Project

Manager as necessary to accomplish the rendition of services set forth in this Agreement. Project Manager shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Standard of Care: Project Manager covenants with Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of good project management practice. Project Manager will provide all Services in a competent manner. It is understood that some of the Services to be rendered hereunder require professional judgment and skill. In those cases Project Manager will adhere to the standards of the applicable profession. Project Manager will furnish efficient business administration, project management services and will use its professional efforts at all times in an expeditious and economical manner to further the interests of Owner. Project Manager shall not be liable to Owner for any good faith error in judgment, nor for any good faith act or omission taken by Project Manager in performing the Services, provided that the Project Manager has otherwise satisfied the Standard of Care as stated herein.

Nothing contained herein shall be construed to mean this Agreement supplants or conflicts with, or that Project Manager assumes any of such Other Contractors' respective contractual obligations or customary duties and responsibilities. Project Manager does not have control over and shall not be responsible for the acts or omissions of any Other Contractors or their respective subcontractors, agents or employees, or any other persons performing work on the Project who are not employees of the Project Manager.

6.15. Prohibited Employment: Project Manager will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Project Manager and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

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

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF BETHEL,  
A municipal corporation

PROJECT MANAGER

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

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

\_\_\_\_\_  
By: Douglas Cobb  
Its: Senior Project Manager

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

Attachment 2  
 ProDev Estimate of Fees for Services  
 25 January 2016

Exhibit A

Line #	Fitness Center Management RFP	Estimate
1	Review extant information	32
2	Interview City Staff and users	20
3	Revise RFP, extant information, and contract	24
4	Review drafts with City Staff and users	24
5	Finalize RFP, extant information, and contract	8
6	Issue RFP and implement outreach	12
7	Manage proposal process	12
8	Pre-screen proposers	12
9	Selection process	24
10	Contract	16
11	Ongoing communications	8
	<b>Total estimated labor hours</b>	<b>192</b>
	<b>Total estimated labor cost</b>	<b>\$ 26,880</b>
	<b>Number of trips to Bethel</b>	<b>3</b>
	<b>Estimated travel expense airfare/auto/per diem</b>	<b>\$ 2,050</b>
	<b>Mark-up on expenses 10%</b>	<b>\$ 205</b>
	<b>Total Estimated Labor and Expenses</b>	<b>\$ 29,135</b>

\$ 140.00 Labor Rate

Day trip

\$ 500.00 Round trip

\$ 50.00 Meals

\$ 50.00 Transportation

---

\$ 600.00

Overnight

\$ 500.00 Round trip

\$ 100.00 Meals

\$ 50.00 Transportation

---

\$ 200.00 B&B

---

\$ 850.00

Line #	Operations Audit - Manage Sole Source Procurements	Estimate
1	Write scope of work for review and approval, request fee proposals, review proposals and finalize	16
2	Draft contracts for review and approval	12
3	Manage: Coordinate trips, locate and provide materials, review draft of findings, distribute and collect comments, finalize	12
4	Ongoing communications	8
5	Review invoices and closeout contracts	8
	<b>Total estimated labor hours</b>	<b>56</b>
	<b>Total estimated labor cost</b>	<b>\$ 7,840</b>
	<b>Number of trips to Bethel</b>	<b>2</b>
	<b>Estimated travel expense airfare/auto/per diem</b>	<b>\$ 1,450</b>
	<b>Mark-up on expenses 10%</b>	<b>\$ 145</b>
	<b>Total Estimated Labor and Expenses</b>	<b>\$ 9,435</b>



# CITY OF BETHEL

P.O. Box 1388  
Bethel, AK 99559  
(907) 543-2047  
[www.cityofbethel.org](http://www.cityofbethel.org)

February 2, 2016

Bethel City Council  
P.O. Box 1388  
300 State Highway  
Bethel, AK 99559  
*via e-mail*

Mayor, Vice-Mayor and Members of City Council;

In a matter of an application by Bethel Spirits LLC, located at 750 Front Street in Bethel, AK 99559; #5447 to State of Alaska Alcoholic Beverage Board (ABC) in accordance to AS 4.11.400(g), 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e): must be approved by the governing body.

Bethel Municipal Code (BMC) 5.08.020(d) requires the City Manager provide a written report to City Council, with a copy to the applicant, listing any objections to the Board's issuance of the application.

According to BMC 5.08.020 (C) City Planner, City Finance Director, City's Fire Chief and Police Chief shall forward written statements to the City Manager outlining their findings:

- (a) City Planner – Bethel Spirits LLC *has not complied* with the Conditional Use Provision (CUP). Bethel City Planning Commission (PC) has scheduled said CUP hearing on February 2, 2016. Planning Commission shall review in part (i) adequacy of parking for the facility (ii) safety of ingress and egress from the premises (iv) proximity to a school or alcoholic inpatient or outpatient treatment and (v) other relevant factors related to the CUP. The Planner has concluded that there are no schools, churches or alcohol inpatient/outpatient treatment facilities within 200 feet of the applicant's location.
- (b) Finance Director – determined that the *applicant is in compliance* with BMC 5.08.020 (B)(2). The applicant has no outstanding taxes, assessments, fees or payments for utilities.

- (c) Police Chief – determined that there *has not been* excessive calls for service, excessive numbers of conviction or arrests for unlawful activity at the licensed location, police or ambulance reports, reports of unlawful activity at the licensed location or police, fire or ambulance dispatches to the license location.
- (d) Fire Chief – determined *there has not been* excessive calls for fire or ambulance services. The Fire Chief has scheduled an inspection of the said property for life safety of the occupancy in its current configuration. With the interior fixtures and furnishing absent at this time, the Fire Chief could not conclude findings at to the fire and life safety at this time. The Fire Chief reserves his report to Council pursuant to BMC 5.08.030 (F) and (G) until more information is available regarding the final configuration of the interior design is available.

As cited under the City Planner’s report, in order to fulfill the requirements of the conditional use provisions; the Planning Department has received a Conditional Use Permit application by said applicant Bethel Spirits LLC, #5447 and has scheduled a public hearing by the City’s Planning Commission for the Conditional Use Permit. City Council can expect a report from the City Planner on the decision by the Planning Commission regarding Bethel Spirits LLC Conditional Use Permit (CUP), prior to City Council’s February 9, 2016 Council meeting.

Council at that time will review the said application as prescribed under BMC 5.08.030 and will determine in part or *inter alia*: “whether to protest or recommend with conditions, the issuance, renewal or transfer of a liquor license application and shall consider the following factors it believes are pertinent”.

Respectfully,

  
Ann K. Capela  
City Manager

CC: Bethel Spirits, LLC  
Patty Burley, City Attorney  
Lori Strickler, City Clerk

## New Liquor License

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is:       Full Year      OR       Seasonal      List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
Office Use: License Year: <u>2016/2017</u>	License Type: Package store license	Statute Reference Sec. 04.11.150	License Fee:     \$1,500.00 Filing Fee:       \$100.00 Rest. Desig. Permit Fee:     \$ N/A
Office Use: License #: <u>5447</u>			Fingerprint: ( <i>\$49.75 per person</i> )
Local Governing Body: (City, Borough or Unorganized) City of Bethel	Community Council Name(s) & Mailing Address: Bethel City Council P.O. Box 1388 Bethel, AK 99559		<b>TOTAL     \$1,600.00</b>
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Bethel Spirits LLC	Doing Business As (Business Name): Bethel Spirits	Business Telephone Number: (907) 543-2124  Fax Number: (907) 543-2897	
Mailing Address: P.O. Box 719	Street Address or Location of Premises: 750 Front Street Bethel, AK 99559	Email Address: ahoffman@bncak.com	
City, State, Zip: Bethel, AK 99559			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: 1.3 miles	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410 <b>OR</b> <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: 368 feet	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410 <b>OR</b> <input type="checkbox"/> Local ordinance No.		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building	<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached		

# New Liquor License

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

## SECTION C – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes  No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
Bethel Spirits LLC	Bethel Spirits	Package Store License (Approved)	905 Chief Eddie Hoffman Hwy	Alaska

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes  No If Yes, attach written explanation.

## SECTION D – OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): Bethel Spirits LLC		Telephone Number: (907) 543-2124	Fax Number: (907) 543-2897
Corporate Mailing Address: P.O. Box 719	City: Bethel	State: AK	Zip Code: 99559
Name, Mailing Address and Telephone Number of Registered Agent: P.O. Box 719 , Bethel, AK 99559		Date of Incorporation OR Certification with DCED: 3/2/2015	State of Incorporation: Alaska
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Bethel Native Corporation	Member	100	P.O. Box 719 , Bethel, AK 99559	(907) 543-2124	N/A

NOTE: If you need additional space, please attach a separate sheet.

Not issued

# New Liquor License

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

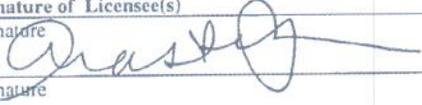
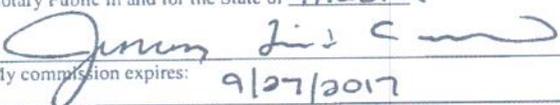
## SECTION E – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

**Individual Licensees/Affiliates** (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:
Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
Home Phone: Work Phone:	Date of Birth:	Home Phone: Work Phone:	Date of Birth:

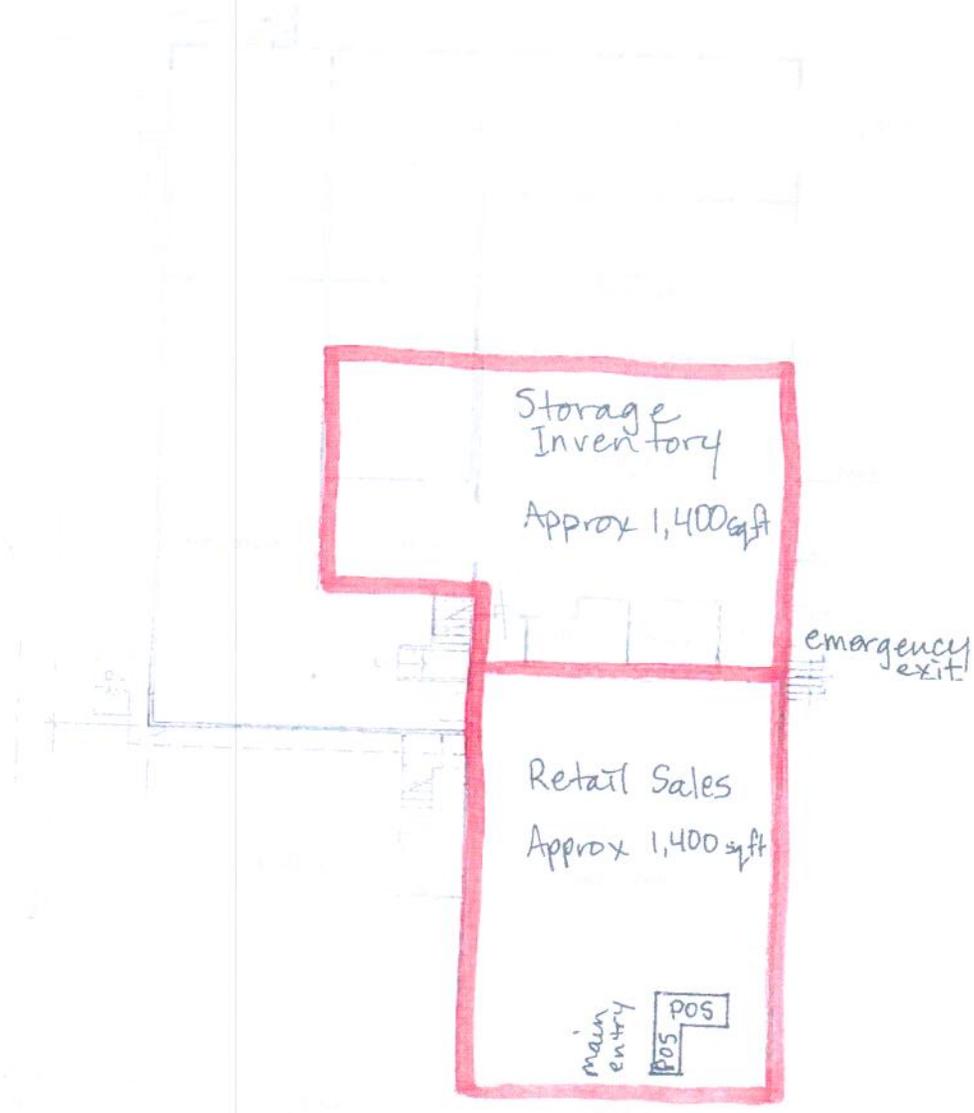
### Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Licensee(s)</b>	<b>Signature of Licensee(s)</b>
Signature 	Signature
Signature	Signature
Name & Title (Please Print) Anastasia C Hoffman, President / CEO	Name & Title (Please Print)
Subscribed and sworn to before me this 6 <sup>th</sup> day of Jan 2016	Subscribed and sworn to before me this _____ day of _____
Notary Public in and for the State of <u>Alaska</u> 	Notary Public in and for the State of _____
My commission expires: <u>9/27/2017</u>	My commission expires:



Lic# 5447  
Bethel Spirits





THE STATE  
of ALASKA

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

550 W 7<sup>th</sup> Avenue Ste. 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

City of Bethel  
Attn: Lori Strickler, City of Clerk  
VIA Email: [lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

**Bethel Spirits, LLC – Package Store #5447 DBA Bethel Spirits**

- New Application       Transfer of Ownership       Transfer of Location  
 Restaurant Designation Permit       DBA Name Change

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



*Jane Sawyer*  
*Business Registration Examiner*  
[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)  
907-269-0359

State of Alaska  
Alcoholic Beverage Control Board

Date of Notice: January 15, 2016

Application Type: **NEW**  \_\_\_\_\_

\_\_\_\_\_ **TRANSFER**  
 \_\_\_\_\_ Ownership  
 \_\_\_\_\_ Location  
 \_\_\_\_\_ Name Change

Governing Body: **City of Bethel**  
 Community Councils: none

License #: 5447  
 D.B.A.: Bethel Spirits  
 Licensee/Applicant: Bethel Spirits, LLC  
 Physical Location: 750 Front Street, Bethel, AK 99559  
 Mailing Address: PO Box 719, Bethel, AK 99559  
 Telephone #: 907-543-2124  
 EIN: 47-3593985

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
Bethel Spirits, LLC	PO Box 719 Bethel, AK 99559	907-543-2124	3/2/15	yes

*Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.*

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
Bethel Native Corporation	n/a	PO Box 719 Bethel, AK 99559	907-543-2124	100

If **transfer** application, current license information:

Current D.B.A.:  
 Current Licensee:  
 Current Location:

Additional comments:

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is “arbitrary, capricious and unreasonable”. Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

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**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(c), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



*Jane Sawyer*

*Business Registration Examiner*

[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)

907-269-0359



# CITY OF BETHEL

P.O. Box 1388  
Bethel, AK 99559  
(907) 543-2047  
[www.cityofbethel.org](http://www.cityofbethel.org)

January 22, 2016

Bethel City Council  
P.O. Box 1388  
300 State Highway  
Bethel, AK 99559  
*via e-mail*

Mayor, Vice-Mayor and Members of City Council;

In a matter of an application by Mefail Saliu – Restaurant Eating Place #5445, Doing Business As (DBA) Fili's Pizza to State of Alaska Alcoholic Beverage Control Board (ABC) in accordance to AS 04.11.400 (g), 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e): must be approved by the governing body.

Bethel Municipal Code (BMC) 5.08.020(d) requires the City Manager provide a written report to City Council, with a copy to the applicant, listing any objections to the Board's issuance of the application.

According to BMC 5.08.020 (C) City Planner, City Finance Director, City's Fire Chief and Police Chief shall forward written statements to the City Manager outlining their findings:

- (a) City Planner – Fili's Pizza *has not complied* with the Conditional Use Provision (CUP). Bethel City Planning Commission (PC) has scheduled said CUP hearing on February 2, 2016. Planning Commission shall review in part (i) adequacy of parking for the facility (ii) safety of ingress and egress from the premises (iv) proximity to a school or alcoholic inpatient or outpatient treatment and (v) other relevant factors related to the CUP.
- (b) Finance Director – determined that the *applicant is in compliance* with BMC 5.08.020 (B)(2). The applicant has no outstanding taxes, assessments, fees or payments for utilities.
- (c) Police Chief – determined that there *has not been* excessive calls for service, excessive numbers of conviction or arrests for unlawful activity at the licensed

location, police or ambulance reports, reports of unlawful activity at the licensed location or police, fire or ambulance dispatches to the license location.

- (d) Fire Chief – determined *there has not been* excessive calls for fire or ambulance services. The applicant has complied with the requested fire, health and safety codes as previously determined by the Fire Chief.

As cited under the City Planner's report, in order to fulfill the requirements of the conditional use provisions; the Planning Department has received a Conditional Use Permit application by said applicant Mefail Saliu, DBA as Fili's Pizza Restaurant and has scheduled a public hearing by the City's Planning Commission for the Conditional Use Permit. City Council can expect a report from the City Planner on the decision by the Planning Commission regarding Fili's Restaurant PUC, prior to City Council's February 9, 2016 Council meeting.

Council at that time will review the said application as prescribed under BMC 5.08.030 and will determine in part or *inter alia*: "whether to protest or recommend with conditions, the issuance, renewal or transfer of a liquor license application and shall consider the following factors it believes are pertinent".

Respectfully,



Ann K. Capela  
City Manager

CC: Mefail Saliu, DBA Fili's Pizza  
Patty Burley, City Attorney  
Lori Strickler, City Clerk

STATE OF ALASKA  
ALCOHOLIC BEVERAGE CONTROL BOARD  
APPLICATION FOR RESTAURANT DESIGNATION PERMIT  
AS 04.16.049 & 3 AAC 304.715 - 794

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons between the ages of 16 - 20 for employment. If for employment, please indicate in detail what the employment duties will be in question #3.

License Number: 5445 Type: Restaurant Eating Place

This application is for designation of premises where: (Please check the appropriate items below)

- 1.  Bona fide restaurant pursuant to 3 AAC 304.305 & 3 AAC 304.715-794.
- 2.  Persons 16 - 20 years of age may dine unaccompanied.
- 3.  Persons under 16 may dine accompanied by a person 21 years of age or older.
- 4.  Persons between 16 - 20 years of age may be employed. \*(See note below)

Licensee's Name: Mefail Salru

Name of Business: Filiu Pizza

Business Address: 110 Osage Street City: Bethel

1. Hours of operation 11<sup>am</sup> to 4<sup>am</sup>. Telephone Number: (907) 543-7010

2. Have police been called to your premises for any reason? [ ] Yes [X] No  
(If you answered yes, please explain below).

3. \* Duties of employment: \_\_\_\_\_

4. Are video games available to the public on your premises? [ ] Yes [X] No

5. Do you provide live entertainment, such as live music, pool tables, karaoke, dancing, sports or pin-ball?  
[ ] Yes [X] No

6. How is food served? [X] Table Service [ ] Buffett Service [X] Counter Service [ ] Other \_\_\_\_\_

7. Is an owner, manager or supervisor 21 years of age or older always present during business hours? [X] Yes [ ] No

\*\*\* A MENU AND DETAILED PREMISES DIAGRAM MUST ACCOMPANY THIS APPLICATION \*\*\*

\*Employees 16 and 17 years of age must have a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at your establishment.

\*\*Please attach additional sheets of paper if more space is needed to describe food service, entertainment, etc.

Mefail Salru  
Licensee Signature

\_\_\_\_\_  
Local Governing Body Approval

Subscribed and sworn to before me this 18 day of December<sup>15</sup>  
Date

\_\_\_\_\_  
Notary Public in and for Alaska

My Commission expires: Jan 17, 2017

\_\_\_\_\_  
Director, ABC Board

\_\_\_\_\_  
Date



DEC 21 15 PM 12:44

STATE OF ALASKA  
ALCOHOL BEVERAGE CONTROL BOARD  
Licensed Premises Diagram

**INSTRUCTIONS:** Draw a detailed floor plan of your present or proposed licensed premises on the graph below; show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: Fili's Pizza

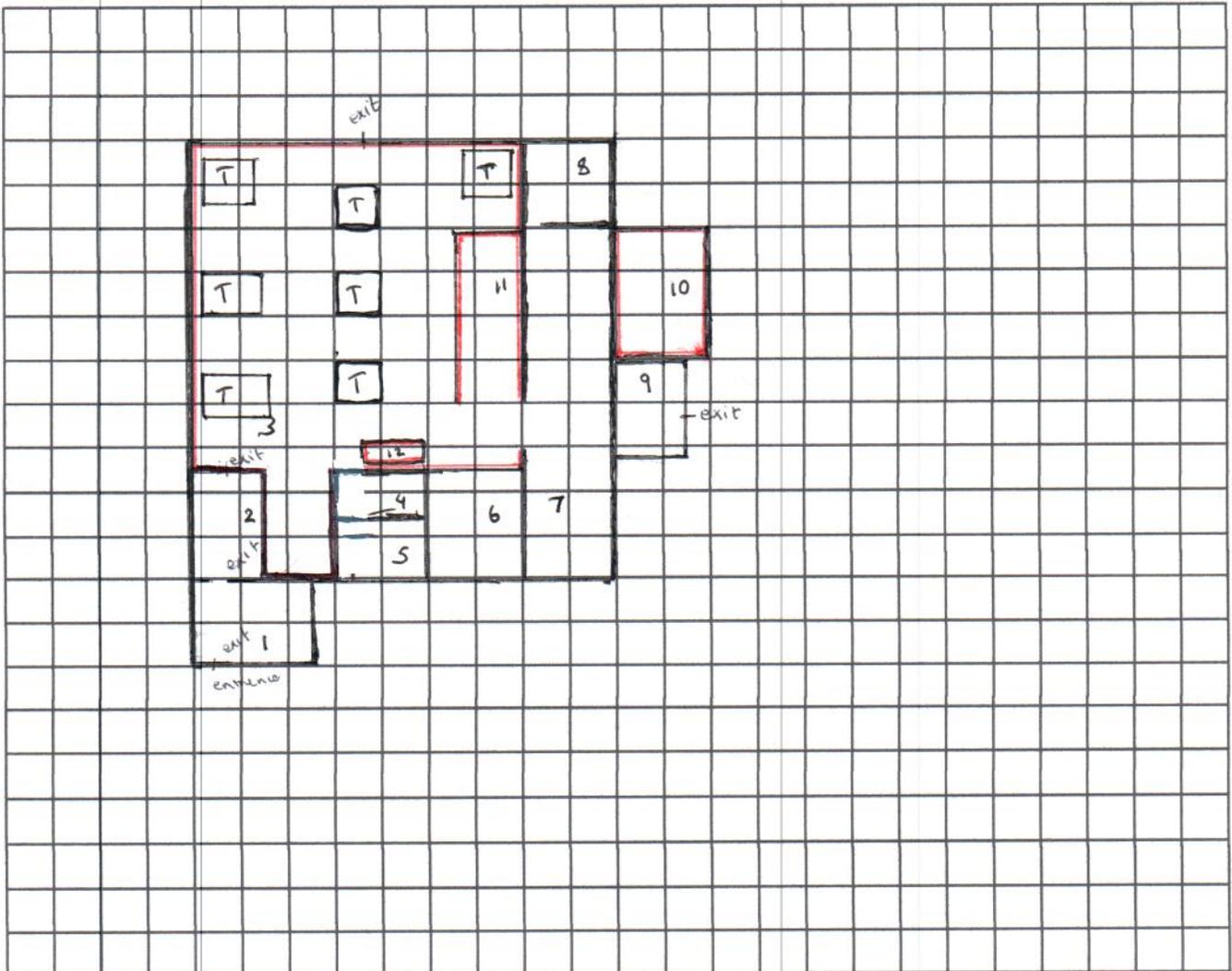
PREMISES LOCATION: 110 Osage Street Bethel AK 99559

Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: X 1 SQ. = 4 FT.      SCALE B: \_\_\_\_\_ 1 SQ. = 1 FT.

Length and width of premises in feet:

**Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red.**  
**DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.**



Revised 6/16/06

- |                            |                           |
|----------------------------|---------------------------|
| 1. Front Arctic Entry Room | 8. Office                 |
| 2. Entry Way Room          | 9. Side Arctic Entry Room |
| 3. Dine-In Room            | 10. Walk In Cooler        |
| 4. Men's Bathroom          | 11. Counter               |
| 5. Women's Bathroom        | 12. Cooler                |
| 6. Boiler Room             |                           |
| 7. Kitchen                 |                           |

DEC 21 '15 PM 12:45



543-7010 543-7011

110 Osage Street

7 Days a Week

Dine-In 11AM-9PM Delivery 11AM-4AM

### Meat Pizzas

SMALL 12", MED 14", LG 16", XL 18"  
Small - 19.99 Medium - 23.99 Large - 27.99 XL - 31.99

#### House Special

Pizza sauce, pepperoni, bacon, Italian sausage, black olives, mushrooms, and mozzarella

#### Fili's Supreme

Pizza sauce, pepperoni, ground beef, Italian sausage, green pepper, onion, black olives, and mozzarella

#### Super Combo

Pizza sauce, pepperoni, canadian bacon, Italian sausage, green pepper, onion, black olives, and mozzarella

#### Hawaiian

Pizza sauce, canadian bacon, pineapple, and mozzarella

#### Meat Lovers

Pizza sauce, pepperoni, canadian bacon, Italian sausage, ground beef, and mozzarella

#### Super Pepperoni

Pizza sauce, double pepperoni, double cheese

#### Fili's Mistake

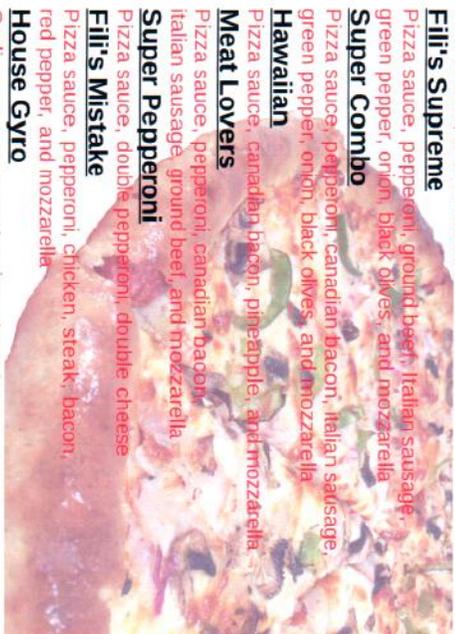
Pizza sauce, pepperoni, chicken, steak, bacon, red pepper, and mozzarella

#### House Gyro

Garlic sauce, gyro meat, onions, tomatoes, black olives, feta cheese, mozzarella

#### Steak

Chipotle sauce, onion, tomatoes, and mozzarella



### Special Pizzas

Small - 27.99 Medium - 31.99 Large - 36.99 XL - 39.99

#### Philly Steak

Double servings of pizza sauce, Philly steak, onion, green pepper, mushrooms, and mozzarella

#### Tuna

Double servings of garlic sauce, tuna, onion, green pepper, and mozzarella

#### Shrimp

Double servings of garlic sauce, shrimp, onion, tomatoes, and mozzarella

#### Jalapeno Special

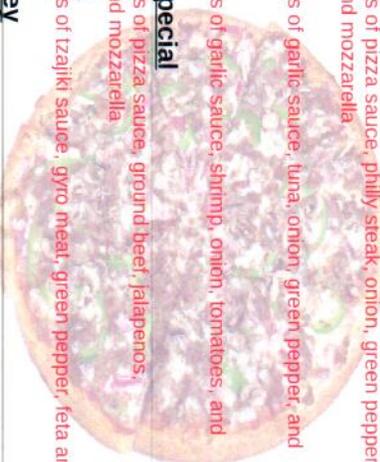
Double servings of pizza sauce, ground beef, jalapenos, feta cheese, and mozzarella

#### Greek Gyro

Double servings of tzajiki sauce, gyro meat, green pepper, feta and mozzarella

#### Greek Turkey

Double servings of pizza sauce, turkey, mushrooms, olives, feta, and mozzarella



### Veggie Pizzas

Small - 19.99 Medium - 23.99 Large - 27.99 XL - 31.99

#### All Cheese

Pizza sauce, mozzarella, parmesan, and feta cheese

#### White Pizza

Garlic sauce, feta cheese, artichoke, sun-dried tomatoes, and mozzarella

#### Veggie Greek Feta

Pizza sauce, green pepper, onion, mushrooms, feta cheese, artichoke, and mozzarella

#### Veggie Combo

Pizza sauce, mushrooms, black olives, green peppers, onions, tomatoes and mozzarella

### Appetizers

#### Breadsticks

12 Pieces w/ side of marinara

#### Cheesy Breadsticks

12 Pieces w/ side of marinara

#### Mozzarella Sticks

6 Pieces

#### French Fries

#### Jalapeno Poppers

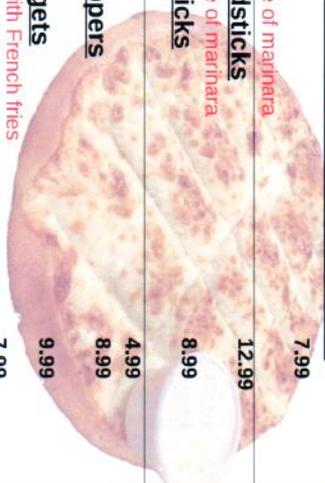
6 Pieces

#### Chicken Nuggets

6 pieces served with French fries

#### Mozzarella Bread

#### Garlic Bread



7.99

12.99

8.99

4.99

8.99

9.99

7.99

6.99

### Chicken Pizzas

Small - 21.99 Medium - 25.99 Large - 29.99 XL - 33.99

#### Chicken Ranch

Ranch dressing, chicken, tomatoes, onion, mozzarella

#### Pineapple Chicken

BBQ sauce, chicken, pineapple, onions, mozzarella

#### House Chicken

Pizza sauce, chicken, mushrooms, sun-dried tomatoes, roasted garlic, mozzarella

#### Chicken Alfredo

Alfredo sauce, chicken, tomatoes, mozzarella

#### Spicy Chicken

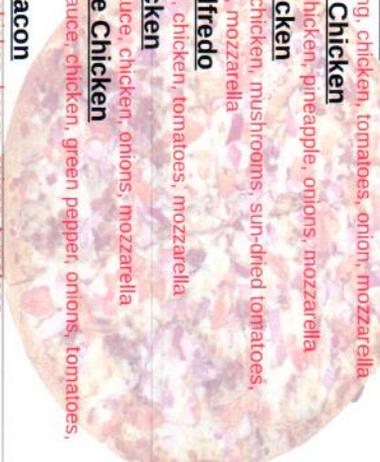
Hot buffalo sauce, chicken, onions, mozzarella

#### Guacamole Chicken

Guacamole sauce, chicken, green pepper, onions, tomatoes, mozzarella

#### Chicken Bacon

Garlic sauce, chicken, bacon, onions, tomatoes, roasted garlic, parmesan, mozzarella



### Beverages

#### Canned Soda

Coca-Cola, Pepsi, Diet Pepsi, Mountain Dew, Sierra Mist, Orange Crush, Root Beer

#### Juice

Apple, Orange

#### Ice Tea

Lemon, sweetened or unsweetened

#### Bottled Water

#### Coffee



1.75

2.50

2.00

2.50

1.50

### Daily Special!

Buy any 2 XL Pizzas get a FREE order of Cinnamon Sticks!

Open 7 Days a Week

110 Osage Street

Dine-In: 11AM - 9PM

Delivery: 11AM - 4AM

Order Online for

instant 15% OFF!

www.filispizza.com

Free Delivery

9P-71M 51, 12-3Q



THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

550 W 7<sup>th</sup> Avenue Ste. 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

City of Bethel  
Attn: Lori Strickler, City of Clerk  
VIA Email: [lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

**Mefail Saliu – Restaurant Eating Place #5445 DBA Fili’s Pizza**

- New Application**       **Transfer of Ownership**       **Transfer of Location**
- Restaurant Designation Permit**       **DBA Name Change**

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Sincerely,



Jane Sawyer  
Business Registration Examiner  
[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)  
907-269-0359

State of Alaska  
Alcoholic Beverage Control Board

Date of Notice: January 5, 2016

Application Type: **NEW**  **TRANSFER**  
 Ownership  
 Location  
 Name Change

Governing Body: **City of Bethel**  
 Community Councils: none

License #: 5445  
 D.B.A.: Fili's Pizza  
 Licensee/Applicant: Mefail Saliu  
 Physical Location: 110 Osage Street, Bethel, AK  
 Mailing Address: PO Box 3051, Bethel, AK 99559  
 Telephone #: 907-543-7010  
 EIN: 47-3839525

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
N/A				

*Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.*

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
N/A				

If **transfer** application, current license information:

Current D.B.A.:  
 Current Licensee:  
 Current Location:

Additional comments: **Restaurant Designation Permit attached**

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



*Jane Sawyer*

*Business Registration Examiner*

[Jane.sawyer@alaska.gov](mailto:Jane.sawyer@alaska.gov)

907-269-0359

1347

# New Liquor License

Alcoholic Beverage Control Board  
550 West 7<sup>th</sup> Ave. Suite 1600  
Anchorage, AK 99501

(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is:  Full Year OR  Seasonal List Dates of Operation: \_\_\_\_\_

SECTION A - LICENSE INFORMATION			FEES
Office Use: License Year: <u>5445</u>	License Type: <u>Restaurant Eating Place</u>	Statute Reference <u>Sec. 04.11.100</u>	License Fee: \$ <u>600</u>
Office Use: License #: _____			Filing Fee: \$100.00 Rest. Desig. Permit Fee: \$ <u>50</u>
Local Governing Body: (City, Borough or Unorganized) <u>Bethel</u>	Community Council Name(s) & Mailing Address: <u>NIA</u>		Fingerprint: \$ <u>49.75</u> <i>(\$49.75 per person)</i>
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>Me fail Saliv</u>	Doing Business As (Business Name): <u>Fili's Pizza</u>	Business Telephone Number: <u>(907) 543-7010</u> Fax Number: <u>None</u>	
Mailing Address: <u>PO Box 3051</u>	Street Address or Location of Premises: <u>110 Osage Street</u>	Email Address: <u>diku-118@yahoo.com</u>	
City, State, Zip: <u>Bethel, AK, 99559</u>			
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: <u>3168 Feet</u>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: <u>1056 Feet</u>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No. _____		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

DEC 21 11:15 PM 12:44

# New Liquor License

Alcoholic Beverage Control Board  
550 West 7<sup>th</sup> Ave. Suite 1600  
Anchorage, AK 99501

(907) 269-0350  
Fax (907) 334-2288  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

## SECTION C - LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state

Yes  No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes  No If Yes, attach written explanation.

## SECTION D - OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership):		Telephone Number:	Fax Number:
Corporate Mailing Address:	City:	State:	Zip Code:
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)						
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth	
<del>Hebert S. ...</del>	MS	MS	<del>5927 B Kas ...</del>	<del>(407) 543 7513</del>	<del>4/16/52</del>	

NOTE: If you need additional space, please attach a separate sheet.

## New Liquor License

Alcoholic Beverage Control Board  
550 West 7<sup>th</sup> Ave. Suite 1600  
Anchorage, AK 99501

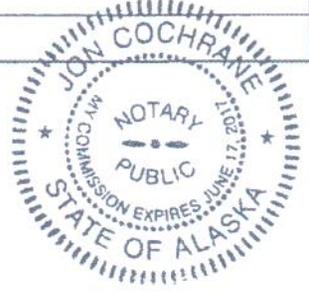
(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

SECTION E - OWNERSHIP INFORMATION - SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)			
Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)			
Name: <u>Metal Saliu</u> Address: <u>5707 B Kosayuli</u> <u>Barrel, AK 99559</u> Home Phone: <u>(907) 543-4092</u> Work Phone: <u>(907) 543-7010</u>	Applicant <input checked="" type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth: <u>4/16/1982</u>	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:
Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:	Name: Address:  Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth:

**Declaration**

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Licensee(s) Signature <u>Michael Saliu</u>	Signature of Licensee(s) Signature
Signature <u>Metal Saliu (Owner)</u>	Signature
Name & Title (Please Print) <u>Metal Saliu</u>	Name & Title (Please Print)
Subscribed and sworn to before me this <u>16</u> day of <u>November</u> , <u>2015</u> .	Subscribed and sworn to before me this day of _____, _____.
Notary Public in and for the State of <u>Alaska</u> <u>6-17-2017</u>	Notary Public in and for the State of _____
My commission expires:	My commission expires:



COPY

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# *Mayor's Report*

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# ***City Manager's Report***

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## MEMORANDUM

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From: Ann K. Capela, City Manager  
To: Mayor, Vice Mayor and Council  
Cc: City Attorney, City Clerk  
Date: February 2, 2016  
Re: City Manager's Report

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1. FY 2016/17 Budget preparation – The DRAFT budget preparation schedule has been issued to all City Departments including the YK Pool facility. City Council will have the opportunity to schedule public hearings FY 2016/17 budget at the February 23, 2016 Council meetings.
2. FY 2014/15 Audit – Is incomplete at this time. We anticipate that the CPA firm of Carmen Jackson will ease the workload of the understaffed Finance Department, which will allow the Finance Director to complete the information for the audit firm Altman Rogers. We have also determined (after much discussion with Carmen Jackson, CPA that her firm is not able to audit the merchant sales tax as envisioned due to complex accounting regulations. Ms. Jackson is unable to work for the City internally and then perform an “attestation” or an audit on the same revenue. Ms. Jackson is conferring on this matter with the City's current Auditor Altman Rogers.
3. Police Department – Still continues to experience staff shortage and has been in this mode for the last 12 to 14 months. Chief Achee continues to recruit locally. Developing local law enforcement can take up to 2 or 3 years. The Police Department has developed plans to close out the 911 communication grant project. The granting agency has agreed to give the City a one year extension (building a communication tower and completing the 911 enhanced system).
4. YK Pool Facility – Financial Audit: completed one audit. This sample has been forwarded to United Pool Management to respond. Untied Pool is looking at the audit. We are moving forward with this project.

YK Pool Facility operational issues: The Pool is still experiencing fluctuations in pool water temperature. For a few days the water temperature go up to 82 F and then just dropped over night. United Pool with assistance from me, have hired Long Building technical expertise to conduct the electronic systems audit. I expect Long Building to submit a report of their finding. According to ProDev, the pool requires two types of tech expertise. We will be working with ProDev to identify the next steps for operational audit of the pool facility.

5. Donlin Gold Project – US CORPS of Eng. held a public meeting and a Public Hearing on February 1, 2016. The hearing was well attended. As the City Manager and Emergency Incident Commander for

the City, myself along with the Fire Chief, will be submitting written comments regarding emergency planning. The CORPS does not address, nor is the Homeland Security as part of inter-agency consultation process, to determine what is a reasonable plan for safety and security for the transportation and storage at the Bethel dock yard for mercury, cyanide, explosives and other dangerous material. City of Bethel, by jurisdiction, is the first responder agency in Bethel. Bethel Fire Department and Bethel Police Department will have to respond to fires, accidents to people and structures. *An emergency plan must be part of mitigation requirements.*

Recommendation I - It is my recommendation that Bethel City Council establish an ad hoc committee to formulate a response to this EIS from the City's perspective. The Mitigation of the current EIS statement does not address any transport and storage impact in the City of Bethel.

Recommendation II - The City Council should also consider retaining a planning firm (currently an approved vendor) who has the capability to issue such a report. It is not unusual for a community to retain an independent firm to assist the City in formulating a respond to an EIS.

6. The City has not been able to complete the Lease Agreement for the Teen Center with U of A 4H.
7. Public Works – Has been able to hire water and sewer truck drivers.

As City Manager, I have assessed that the City water delivery and sewer treatment system is at a high risk of failure. The current transportation and transmission of water and sewer is failing. Sterling trucks that are the core system of potable water delivery are old and Sterling is out of production. Even Sterling truck parts are no longer being produced. The parts for the Sterling trucks are very difficult to obtain. Often these parts must be specially made. To rely on delivery of essential services on outdated equipment is not advisable. In the past, when the City needed water or sewer trucks, the City applied to the State of Alaska for capital funding and trucks were purchased. The State of Alaska grappling with a \$3.8 billion deficit – local governments will not be able to reach the necessary funding from the State of Alaska.

Wastewater processing/treatment (Lagoon) – To this date, I have been informed via email by the State of Alaska (Bill Griffith) that the City of Bethel will need to apply for \$150,000 planning study (to prepare plans) on the work and material that will dredge the existing lagoon. At this time the State is promising about \$4 Million towards the dredging of the lagoon. The City and the State anticipate that we can close the financing on this by the end of March this year. The City already constructed a road around the first lagoon cell. This plan is the first step in what may be a “phased” approach to address the wastewater treatment process in Bethel. Once this first phase is completed, the State will conduct testing to EPA waste water discharge standards.

The “jetty” (truck dump site) has been evaluated to need close to \$3 Million dollars. The City has an existing “pot” of funds of \$650,000 toward the jetty. USDA is willing to fund some with a grant but at least 40% of this should be funded by the City of Bethel (a match). The City administration is discussing with USDA the possibility of a low cost 20-40 year loan from USDA. I have discussed with the City's lobbyist to seek possible legislation to set up State Revolving Loan Fund to enable small cities in Alaska could borrow funds at low interest rates to build local water, sewer and road infrastructure.



## PORT OF BETHEL

Post Office Box 1388  
Bethel, Alaska 99559  
Phone: 907-543-2310  
FAX: 907-543-2311

US Army Corps of Engineers Alaska District  
Regulatory Division (1145)  
CEPOA-RD  
Post Office Box 6898  
JBER, Alaska 99506-0898

Public Notice date: 19 Feb. 2014  
Expiration Date: 19 Mar 2014  
Reference Number: POA-2014-64  
Waterway: Kuskokwim River

Estrella Campellone,

This is the Port of Bethel's concern about the Public Notice for the Knik Construction Cargo Yard also known as the Bethel Yard Dock.

There are two issues that concern us with this project. One is the effect that the proposed dock would have on the navigational channel and second what effects the dock would have on the river current changing the surrounding environment.

### Navigation.

The proposed dock will be build one hundred feet from shore. With vessels berthed alongside the dock added , fifty to one hundred feet wide , and with an assist vessel berthed outside of the vessel alongside adding another twenty to thirty-five feet to the total. Potentially the dock with two vessels side by side berthed at the dock would be anywhere from two hundred to two hundred and thirty-five feet from shore. Exhibit A

Looking at the Site Plan forwarded to us on 03/07/2014. The outside vessel would be in forty feet of water. Between the bathymetric forty foot mark and the other side of the river where the bathymetric survey reads that there is twenty feet of water there is approximately two hundred feet wide of the channel to navigate. When the tide is out that width will narrow. This leaves one hundred feet of maneuvering room, less in a low tide, when a vessel is passing in front of the proposed dock face. With poor weather this leaves a vessel very little room for error, especially when there are conditions of poor visibility. Most of the ocean going tugs and barges need at least twenty feet of water to maneuver safely. Exhibit B

The Petroleum Dock and the Cargo Dock are upstream from the proposed site. When a vessel leaves the Cargo or Petroleum Dock this area of the proposed dock is the first place that vessels can gain control due to the sweeping curve of the river along the Bethel waterfront. We have had some close calls with vessels colliding at the Petroleum Dock due to this curve in the river that is upstream of the proposed dock. One answer to this problem would be to assign a assist tug to the vessel (s) but this would add a cost of \$6,000-\$10,000 per transit for those involved. Exhibit B does not show the depths around the petroleum doc but the channel is approximately 150 feet from the face of the petroleum dock. The bathymetric survey for this area should be available with the USACE. Exhibit C.

Vessels have to leave Bethel three hours before high tide. This is so vessels are able to make a river crossing known as Oscars Crossing down river of Bethel. If the proposed dock is built and vessels at the Petroleum Dock or Cargo Dock can't navigate safely pass the proposed dock but at high tide, due to congestion at the dock or low water, it will add another 24 hrs. of transit time needed transit to into and out of Bethel. The cost to the owners of the vessels that too delay a tug and barge for 24 hrs. is \$30,000 to \$40,000 per day per vessel. There are as many as 40 vessels that this could be affected per year.

I think it is important to take into consideration that currently the tugs Arctic Gull and Arctic Bear with their barges the Stickeen and Provider Class are what is being used for Knick operations. There have been comments made that the current practice of nosing the bow of the barge into the beach. This blocks two hundred feet of river channel that the new dock will be alleviated this problem by the tow (tug & barge) being berthed alongside the face of the dock. Both configurations are almost the same if not the same, depending on the state of the tide when they go up onto the beach, and obstruct the same amount of river the river channel. Exhibit D

I think there needs to be further consideration for the future use of the dock. Lynden Transportation owns Knik Construction & Alaska Marine Lines. All of these vessels could be using the Bethel Yard Dock at some point in time. I think that if Lynden receives the award to facilitate materials for Donlin Gold that BYD may see some of these vessels. Exhibit E-1, E-2, E-3

#### Hydrology

Will the proposed Bethel Yard Dock affect the river current?

If there is a change to the current what effect will there be to the Petroleum Dock in respect to the tidelands adjacent to the Petroleum Dock?

How will the Bethel Yard Dock affect the tidelands adjacent to the proposed Bethel Yard Dock?

Will there be any changes due to the current to the opposite side of the river and adjacent tidelands of the proposed site?

Will there be any effect to the Bethel Waterfront within the Bethel city limits?

These questions are important because the channel has been moving towards the populated side of the river and it is shoaling up on the other side of the river

In summary we want it to be clear that the Port of Bethel does not object to the Bethel Yard Dock in general. We realize Knik Construction needs to stabilize the river bank at the proposed site.

The Port of Bethel is not against economic development and would be more favorably inclined to consider a dock construction along smaller and more modest dimensions. Currently the Cargo and Petroleum Docks are approximately twenty-five feet beyond the meander line into the river. The Port of Bethel might lose some revenues in the future in the creation of this dock but it is not why the Port of Bethel is making any objections. We are

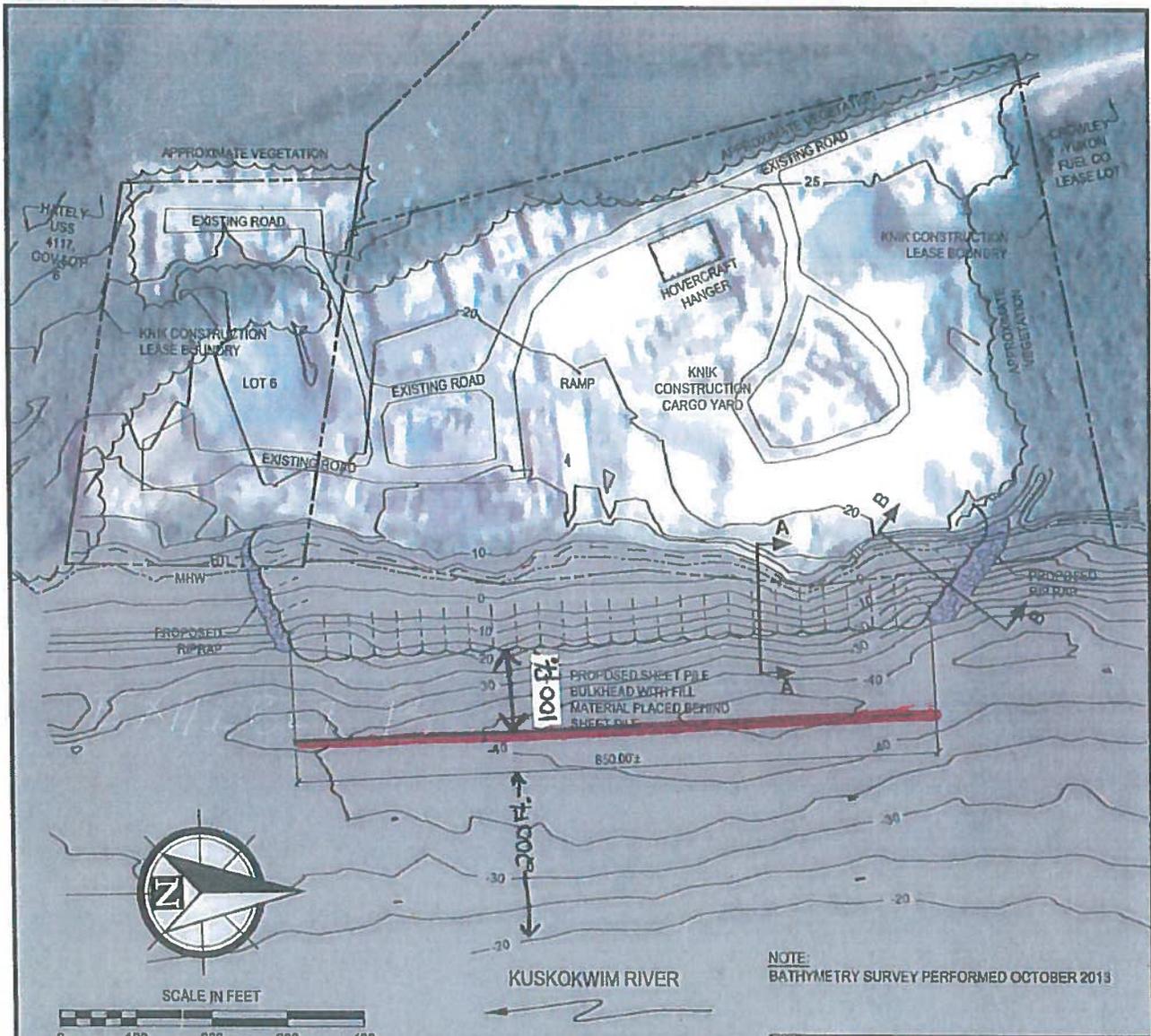
March 19, 2014

very concerned that without a careful look at this project what effects it might have for the future of the Port of Bethel providing for fuel and freight for the Yukon-Kuskokwim Delta.

Thank you,

Peter Williams, Port Director  
City of Bethel.

# EXHIBIT A



TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

QUANTITIES			
	FILL (CY)	RIPRAP (CY)	FOOTPRINT (ACRE)
TOTAL	88,000	1,900	3.5
BELOW HTL	40,000	1,600	2.9
BELOW MHW	36,000	1,350	2.4

**PURPOSE:**  
SHEET PILE DOCK FOR EROSION PROTECTION, NAVIGATION SAFETY, AND FREIGHT TRANSFER.

DATUM: MLLW= 0.0

SEC.017 T8W R17W

LAT: 60.7784

LONG: -161.7786

**SITE PLAN**

KNIK CONSTRUCTION CO. INC  
6441 SOUTH AIRPARK PLACE  
ANCHORAGE, AK 99502

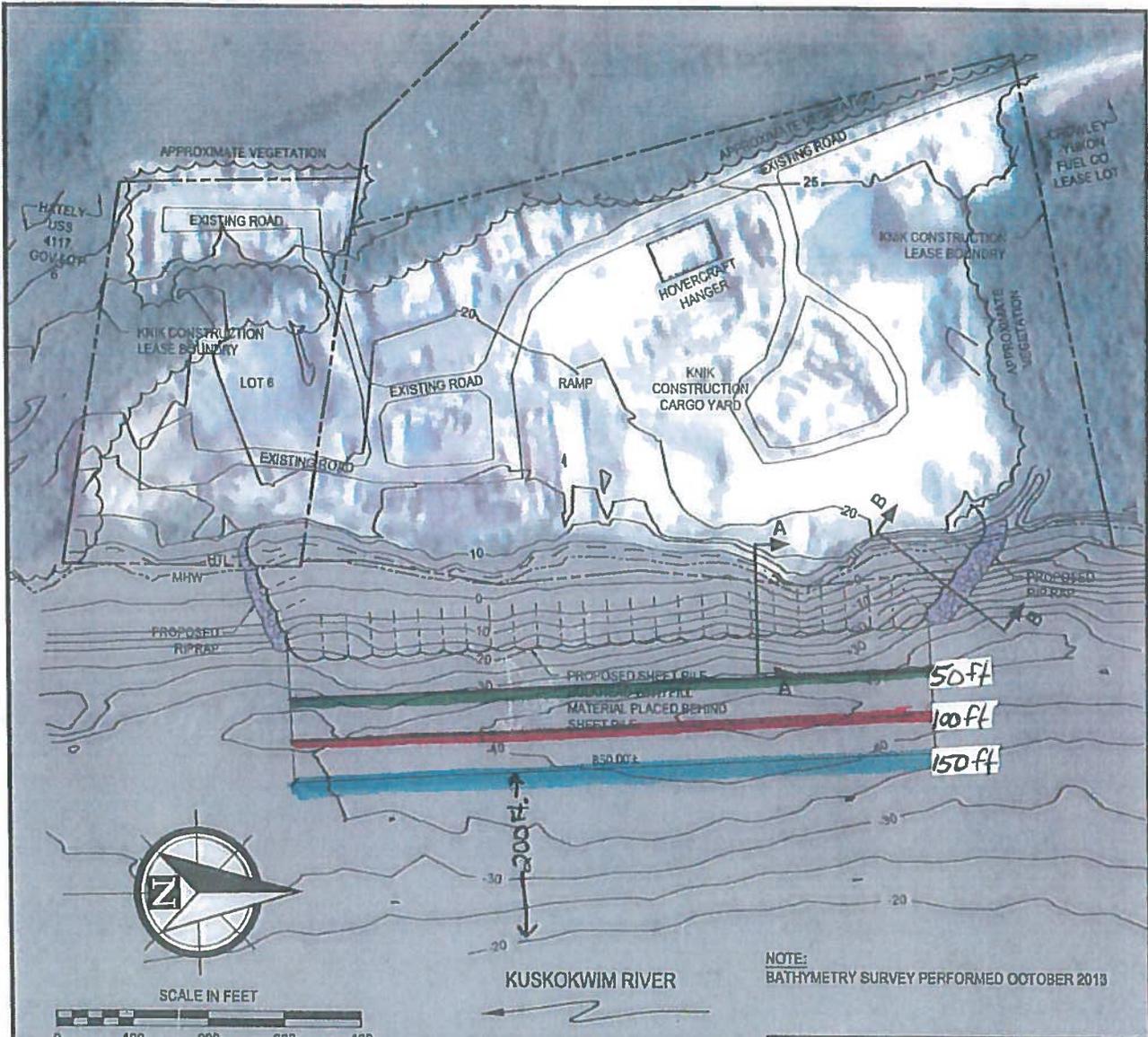
03/07/14

**KNIK CONSTRUCTION  
BETHEL YARD DOCK**

AT: BETHEL, AK  
IN: KUSKOKWIM RIVER

SHEET 2 of 3

# EXHIBIT B



NOTE:  
BATHYMETRY SURVEY PERFORMED OCTOBER 2013

TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

QUANTITIES			
	FILL (CY)	RIPRAP (CY)	FOOTPRINT (ACRE)
TOTAL	88,000	1,900	3.5
BELOW HTL	40,000	1,600	2.9
BELOW MHW	36,000	1,350	2.4

PURPOSE:  
SHEET PILE DOCK FOR EROSION PROTECTION, NAVIGATION SAFETY, AND FREIGHT TRANSFER.

DATUM: MLLW= 0.0

SEC.017 T8W R17W

LAT: 60.7784

LONG: -161.7786

**SITE PLAN**

KNIK CONSTRUCTION CO. INC  
6441 SOUTH AIRPARK PLACE  
ANCHORAGE, AK 99502

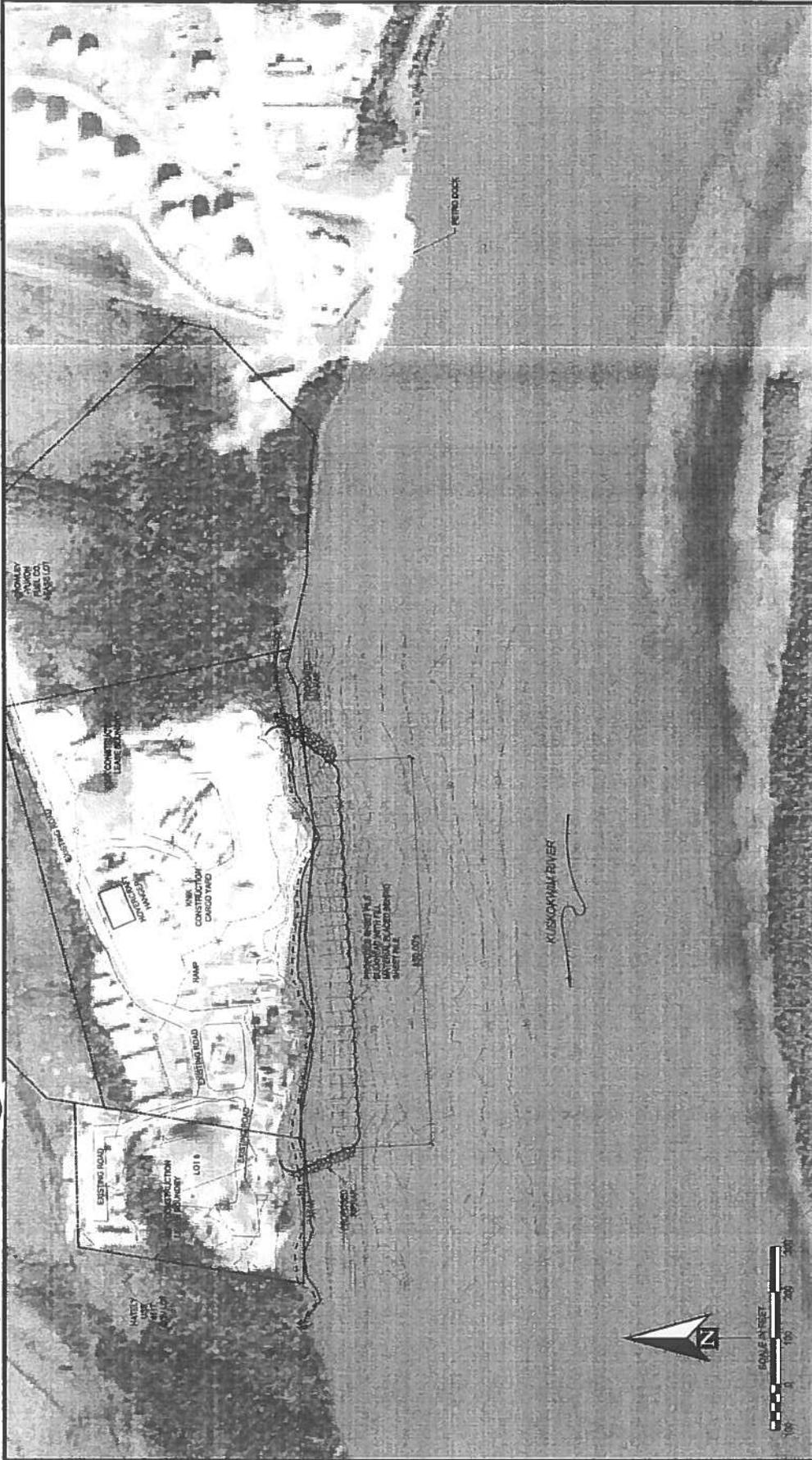
03/07/14

**KNIK CONSTRUCTION BETHEL YARD DOCK**

AT: BETHEL, AK  
IN: KUSKOKWIM RIVER

SHEET 2 of 3

EXHIBIT C



**KNIK CONSTRUCTION  
BETHEL YARD DOCK**

**SITE PLAN**

ISSUED BY: [ ]  
 DATE: 2/25/14  
 PROJECT NO: 13224

1 of 1

**P N D  
ENGINEERS, INC.**

106 West Hill Avenue  
 Anchorage, Alaska 99503  
 Phone: 907-563-1011  
 Fax: 907-561-4326  
 www.pndengineers.com

REV	DATE	DESCRIPTION

NOTE:  
 BATHYMETRY SURVEY PERFORMED OCTOBER 2013

**TIDAL LEVELS**

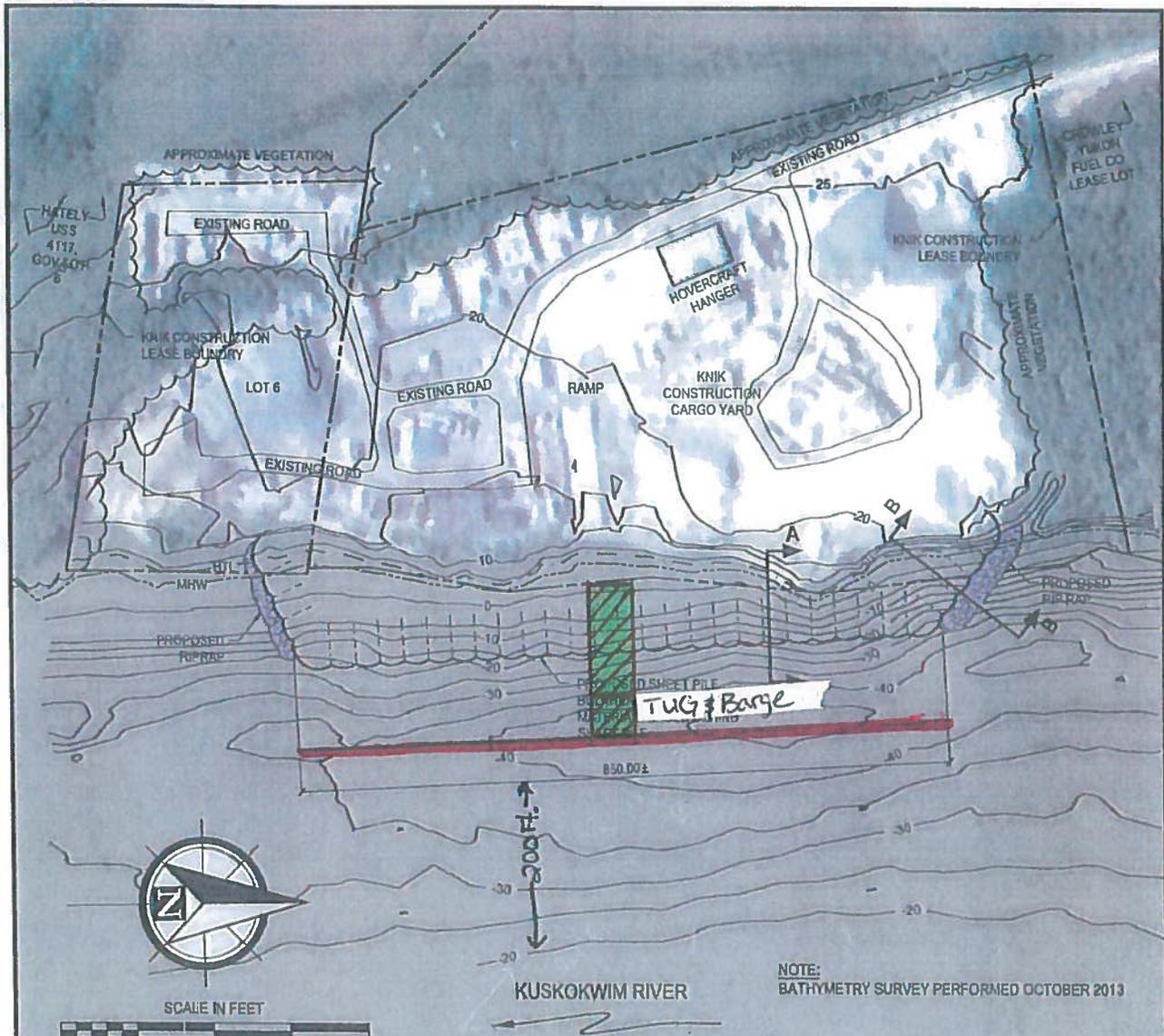
HIGH TIDE LINE (HTL)	44.1 FT
MEAN HIGHER WATER (MHW)	42.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

**QUANTITIES**

	FILL (CY)	PREPARE FOOTPRINT (ACRE)
TOTAL	98,000	3.5
BELOW HTL	40,000	2.9
BELOW MHW	38,000	2.4

# EXHIBIT D

## Tug & Barge Bow on Beach



NOTE:  
BATHYMETRY SURVEY PERFORMED OCTOBER 2013

TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

QUANTITIES			
	FILL (CY)	RIPRAP (CY)	FOOTPRINT (ACRE)
TOTAL	88,000	1,900	3.5
BELOW HTL	40,000	1,600	2.9
BELOW MHW	36,000	1,350	2.4

PURPOSE:  
SHEET PILE DOCK FOR EROSION PROTECTION, NAVIGATION SAFETY, AND FREIGHT TRANSFER.

### SITE PLAN

### KNIK CONSTRUCTION BETHEL YARD DOCK

DATUM: MLLW= 0.0

KNIK CONSTRUCTION CO. INC  
6441 SOUTH AIRPARK PLACE  
ANCHORAGE, AK 99502

AT: BETHEL, AK  
IN: KUSKOKWIM RIVER

SEC.017 T8W R17W  
LAT: 60.7784  
LONG: -161.7786

03/07/14

SHEET 2 of 3

EXHIBIT E-1



Barge Service to Alaska and Hawaii

LIVE CHAT

1-800-326-8346

Home | Customer Tools | Lynden Companies | About Alaska Marine Lines

Customer Login

Alaska Marine Lines Equipment

- Overview
- Dry Containers
- Platforms
- Refrigerated Containers
- Wheeled Equipment
- Marine Equipment
- Equipment Rentals

Tugs and Barges

TUGS	OVERALL DIMENSIONS											YEAR BUILT	BUILT BY	BUILT AT	CALL SIGN/RINGER
	NAME OF VESSEL	OWNER	O/N	HOMEPORT	TYPE	GRT	HP	LENGTH	WIDTH	DEPTH	DRAFT				
GULF TITAN	WTB	1115109	SEATTLE	Z-TUG	94	4400	112'	35'	20'		2001	WTB	SEATTLE	WDA5598 3771	
PACIFIC TITAN	WTB	1092438	SEATTLE	Z-TUG		2000	100'	35'	20'		2000	WTB	SEATTLE	WCZ-6844 7313	
WESTERN TITAN	WTB	1052505	SEATTLE	Z-TUG		4000	100'	35'	20'		1997	WTB	SEATTLE	WCX-4599 3341	
ALASKA MARINER	WTB	681479	SEATTLE	TUG	97	3600	108.8'	32'	15'		1985	WTB	SEATTLE	WSH-5364 7310	
ALASKA TITAN	WTB	1211332	SEATTLE	Z-TUG		5000	120'	35'	20'		2008				
OCEAN MARINER	WTB	682872	SEATTLE	TUG	81	3600	94'	27'	14.6'		1984	WTB	SEATTLE	WCF3990 8794	
OCEAN NAVIGATOR	WTB	693814	SEATTLE	TUG	75	3600	83.7'	27.1'	10.2'		1986	WTB	SEATTLE	WSC-2552 7314	
OCEAN RANGER	WTB	961922	SEATTLE	TUG	333	4000	117'	32'	16'		1990	WTB	SEATTLE	WAM-7635 8794	
OCEAN TITAN	WTB	1160544	SEATTLE	Z-TUG		5000	120'	35'	20'		2004				
WESTERN MARINER	WTB	656807	SEATTLE	TUG	93	2400	90'	27'	14'		1983	WTB	SEATTLE	WRB-9690 7311	
WESTERN NAVIGATOR	WTB	973968	SEATTLE	TUG	96	3600	94'	27'	14'		1991	WTB	SEATTLE	WDE-6616 9168	
WESTERN RANGER	WTB	516924	SEATTLE	TUG	192	3600	111'	31'	15'		1968	HALTER	GULF	WBN-3608 9478	
WESTRAC	WTB	918736	SEATTLE	TUGZ	143	2400	72'	30'	13'		1987	WTB	SEATTLE	WTH-4325 7976	
WESTRAC II	WTB	1033438	SEATTLE	TUGZ	92	2400	75'	30'	13'		1995	WTB	SEATTLE	WCU-4545 3137	
WEST POINT	WTB	984759	SEATTLE	TUGZ	92	1200	60'	22'	10'		1992	WTB	SEATTLE	WBJ-8989 8613	
PACIFIC	WTB	522088	SEATTLE	TUG	98'	1600	72'	24'	9'		1969	ALBINA ENG	PORTLAND	WCO-7745 9493	
WASP	WTB	514329	SEATTLE	TUG	73'	1000	65'	18'	10'		1967	WTB	SEATTLE	WY-3770 none	
ARCTIC BEAR	BMC	639265	JUNEAU	TUG	146	1800	76'	30'	11.2'	7'	1981	DAKOTA	ANACORTES		
ARCTIC GULL	BMC	646775	JUNEAU	TUG	69	730	48'	22.5'	7 1/2 3.5'	3'	1982	DAKOTA	ANACORTES		
ARCTIC SEAL	BMC	594237	VALDEZ	LC	193	730	130.8'	32'	8.1'		1978	LANTANA BOAT YARD	LANTANA FLORIDA		
CUB SCOUT	BMC		N/A	TUG	N/A	400	44'	14'							
BRENDA H	BTB	297556													

All tugs and barges are of U.S. nationality

BARGES	OVERALL DIMENSIONS											USABLE DIMENSIONS		YEAR BUILT
	NAME OF VESSEL	OWNER	O/N	HOME	NAT'L	TYPE	TEU CAPACITY	GRT	DWT	L	W	D	L	
NANA PROVIDER	ARM	1197833	JUNEAU	USA	DECK/RAIL	950	6927	15,403	420'	100'	24'	403'	100'	2007
ANCHORAGE PROVIDER	ARM	D1104942	JUNEAU	USA	DECK/RAIL	RACK 264	6092	15,300	420'	100'	24'	403'	100'	2000
FAIRBANKS PROVIDER	ARM	D1107636	JUNEAU	USA	DECK/RAIL	RACK 264	6092	15,300	420'	100'	24'	403'	100'	2001
WHITTIER PROVIDER	ARM	D1112117	JUNEAU	USA	DECK/RAIL	RACK 264	6092	15,300	420'	100'	24'	403'	100'	2001
SOUTHEAST PROVIDER	AML	1123569	JUNEAU	USA	DECK/RAIL	800	5524	13,200	360'	100'	22'	353'	97'	2002
STIKINE PROVIDER	AML	1139883	JUNEAU	USA	DECK	800	5524	13,200	360'	100'	22'	353'	97'	2003
SITKA PROVIDER	AML	1154540	JUNEAU	USA	DECK	800	5527	13,200	360'	100'	22'	353'	97'	2004
TONGASS PROVIDER	AML	D1020768	JUNEAU	USA	DECK	700	3537	8240	322'	90'	18'	316'	88'	1994
TAKU PROVIDER	AML	D1020767	JUNEAU	USA	DECK	700	3537	8240	322'	90'	18'	316'	88'	1995
CHATHAM PROVIDER	AML	548003	JUNEAU	USA	DECK	510	2985	6417	286'	76'	17'	277'	72'	1973
CHICAGO PROVIDER	AML	548742	JUNEAU	USA	DECK	510	2985	6417	286'	76'	17'	277'	72'	1973

*EXHIBIT E-2*

ALASKA PROVIDER	BMC	677990	JUNEAU	USA	DECK	435	2146	5586	250'	70'	15'	235'	55.5'	1984
BARANOF PROVIDER	BMC	639267	JUNEAU	USA	DECK	200	1257	2793	202.5'	60'	12'	200'	52'	1982
CORDOVA PROVIDER	BMC	639268	JUNEAU	USA	COMBO	200	1202	2793	202.5'	60'	12'	200'	52'	1981
WESTERN PROVIDER	WTB	648826	SEATTLE	USA	DECK	435	2112	5586	250'	70'	15'	235'	65'	1982
WESTERN CARRIER	WTB	D1073518	SEATTLE	USA	DECK		2000	9100	300'	84'	19'			1998
WESTERN SERVICE	WTB	1052878	SEATTLE	USA	DECK	GRAVEL	1600	6400	270'	70'	18'	270'	70'	1997
STICKEEN	BMC	D961863		USA	FLAT DECK		1745	1500	150'	50'	10'			1990

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Seattle: 5615 W Marginal Way SW Seattle, WA 98106

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Barge Specifications

Barge	Official Number	Year	Overall Nominal Dimensions	Working Deck Dimensions	Stem Kickrail to Alt Key Stop	Center of Pri. Loading Key (from stem)	Working Deck Comp.	Steg Design	Gross Tonnage (ITC)	Net Tonnage (ITC)	Lt. Draft Fwd-Alt (ft)	Loaded Draft (ft)	Light Ship WT Short Tons	Dead Weight Short Tons	Avg Tons/Fl. of Draft	Gross Cargo Rows	Max TEU's Per Level	Ballast Tanks	Long Bkhd	Bow Rake Tank	Mid Body Tank	After Rake Tank	Total Tank
ALEUTIAN TRADER	1210589	2008	380' x 96' x 23'	364' x 90' x 8'	P 168' 9" S 167' 9"	P 186' 8" S 186' 6"	Concrete	Hydro-lift	5,862	1758	4' 4" - 5' 1" skegs 5'6"	17' 9-3/4"	3776	13426	980	45	190	No	2	3	18	3	24
HAWAII TRADER	1163234	2004	380' x 96' x 23'	364' x 90' x 7'	P 169' 8" S 166' 10"	P 190' 6" S 190' 6" P	Concrete	Hydro-lift	5,862	1758	4' 3" - 5' 2" skegs 5'6"	17' 9-3/4"	3776	13426	980	45	190	No	2	3	18	3	24
PACIFIC TRADER	1167137	2005	380' x 96' x 23'	364' x 90' x 7'	P 168' 1" S 165' 9"	P 190' 6" S 190' 6" P	Concrete	Hydro-lift	5,862	1758	4' 3" - 5' 2" skegs 5'6"	17' 9-3/4"	3776	13426	980	45	190	No	2	3	18	3	24
POLAR TRADER	1244212	2013	380' x 96' x 23'	364' x 90' x 7'	P 170' 8" S 168' 2"	P 187' 9" S 188' 2"	Concrete	Hydro-lift	6,054	1816	4' 6" - 5' 6" skegs 5'6"	17' 9-3/4"	3912	13349	980	45	190	No	2	3	18	3	24
WESTWARD TRADER	1180000	2006	380' x 96' x 23'	364' x 90' x 7'	P 168' 8" S 165' 9"	P 186' 8" S 186' 8"	Concrete	Hydro-lift	5,862	1758	4' 4" - 5' 2" skegs 5'6"	17' 9-3/4"	3776	13426	980	45	190	No	2	3	18	3	24
ALASKA TRADER	1088188	2000	344' x 94' x 21'	330' x 89' x 2'	P 143' 9" S 131' 5"	P 160' 6" S 160' 6" P	Concrete	Hydro-lift	4,649	1394	4' 2" - 4' 9" skegs 4'0"	16' 7-1/8"	3135	10948	852	40	164	Yes	2	3	18	3	24
ANCHORAGE TRADER	1229871	2010	344' x 94' x 21'	324' x 88' x 9'	P 140' 9" S 134' 9"	P 160' 6" S 160' 6" P	Concrete	Hydro-lift	4,889	1466	4' 7" - 4' 7" skegs 5'3"	16' 7-1/4"	3318	10597	852	40	164	Yes	2	3	18	3	24
BERING TRADER	1077951	1999	344' x 94' x 21'	330' x 89' x 3'	P 143' 8" S 130' 10"	P 160' 0" S 152' 9"	Concrete	Hydro-lift	4,649	1394	4' 2" - 4' 6" skegs 5'0"	16' 8"	3201	10881	852	40	164	Yes	2	3	18	3	24
BRISTOL BAY TRADER	671621	1984	299' x 90' x 20'	286' x 85' x 1'	P 121' 6" S 121' 6"	142" - S 142" - P	Concrete	Conventional	3,731	1119	3' 8" - 5' 1"	16' 7/8"	2150	9595	648	35	140	No	3	4	24	4	32
KUSKOKWIM TRADER	651951	1982	299' x 90' x 20'	289' 3"x85' 11"	P 129' 6" S 129' 6"	P 144' 6" S 144' 6"	Concrete	Conventional	4,252	1275	3' 7" - 3' 11"	15' 10"	2829	10045	720	35	144	No	3	4	24	4	32
CHICHAGOF PROVIDER	548742	1973	286' x 76' x 17'	277' x 72'	P 127' 7" S 88' 6"	P 141' 8" S 103' 8"	Concrete	Conventional	2,543	762	3' 3" - 3' 5"	14' 6"	1450	6417				No	1	2	10	2	14
KENAI TRADER	645500	1982	285' x 78' x 18'	267' 6"x 73' 6"	P 132' 8" S 134' 1"	149" x S 149" x P	Concrete	Hydro-lift	2,883	865	3' 6" - 4' 3"	14' 4"	1955	7071	564	33	108	No	1	2	8	2	12
NAKNEK TRADER	647441	1982	285' x 78' x 18'	267' 9"x 73' 2"	P 130' 10" S 132' 2"	P 146' 4" S 146' 2"	Concrete	Hydro-lift	2,883	865	3' 6" - 4' 3"	14' 4"	1955	7071	564	33	108	No	1	2	8	2	12
NUSHAGAK TRADER	566207	1975	276' x 70' x 18'	260' x 66' x 4"	P 83' 8" S 83' 9"	P 108' 8" S 113' 9"	Concrete	Conventional	2,393	718	2' 11" - 2' 11" / 3' 1"	14' 5-7/8"	1180	6742	482	32	99	No	1	2	8	2	12
KVICHAK TRADER	538528	1972	250' x 72' x 15'	230' x 68' x 4"	P 88' 4" S 88' 4"	N/A	Wood	Conventional	1,744	523	3' 1" x 4' 1"	11' 11"	1355	4422	450	27	81	No	2	3	12	3	18
TOGIAK TRADER	637310	1981	240' x 60' x 15'	231' x 55' x 4"	P 97' 2" S 97' 7"	115-6"-P 115-6"-S	Concrete	Conventional	1,548	464	3' 1" - 3' 2"	11' 10-1/4"	1134	3630		27	76	No	1	1	8	1	10
YUKON TRADER	634641	1981	240' x 60' x 15'	231' x 55' x 4"	P 88' 4" S 88' 4"	115-6"-S 115-6"-P	Wood	Conventional	1,548	464	3' 0" - 3' 2"	11' 11-1/2"	722	4271		27	76	No	1	1	8	1	10
SHELIKOF TRADER	640561	1981	230' x 60' x 15'	214' 6" x 54'	P 88' 9" S 93' 7"	101' -2" S 101' - P	Concrete	Conventional	1,469	440	3' 0" - 3' 4" skegs P3'1" S2'9" 2' 3" x 2' 3"	12' 1"	784	3685	389	25	70	No	1	3	8	3	14
SOUTHEAST TRADER	601253	1978	230' x 60' x 15'	215' x 56' x 4"	P 86' 7" S 83' 7"	109' -2" S 109-0" P	Wood	Conventional	1,410	423	2' 6" x 2' 6"	12' 1"	784	3885	389	25	70	No	1	3	8	3	14
KOYUKUK	1058825	1998	150' x 50' x 7'	141' x 45' x 6"	*NA	Bow Center	Wood	Conventional	362	108	1' 11" - 1' 9"	5' 0"	267	811		16	32	No	2	3	9	3	11
NB 200	279630	1959	198' x 40' x 14'	185' x 35'	*NA	NA	Wood	Conventional	1,058		2' 0" - 2' 0"	10' 0"		2540	210	21	32	No		1		1	3
NB 165	277984	1944	165' x 35' x 10'	158' x 32'	*NA	NA	Wood	Conventional	608		2' 0" - 2' 0"	8' 4"		1317	140			No		1	8	1	10

Updated 3/12/2014

\*NA - No Key

Update now that deck is concrete

# SITE PLAN PERMIT

No. 15-01 - POA# - 2014-485

DATE: 4/6/2015

PERMITEE:  
KNIK Construction Inc.

Address: 1171 KNIK Road Bethel AK

Lot:  
44A

Block:

Subdivision:  
US Survey #4117

Plat No.:  
2007-20

R./T./Sec.:  
R71W, T8N, S18, SM

**Authorized and mandatory Improvements:**

1. Placement of fill (approximately 87,000 cubic yards for a 5 foot thick fill) in 11 acres to expand existing operations that include, but are not limited to, storage of portable equipment, construction materials, aggregate stockpiling, and associated yard access routes. The nature of the operations will require minimum construction of permanent structures.
2. The fill material will consist of a layer of local native sand material and this layer will be covered with Sub Base and D-1 crushed gravel at final stages. These materials are not expected to produce a sediment discharge into surrounding areas.
3. To avoid erosion KNIK will practice Best Management Practices (BMP) which include compacting the material in place. BMP will also be used for dust control which will limit erosion.
4. Once the fill section is complete it will be capped with a compacted crushed aggregate base course. Slopes will be track walked and seeded with a mulch

PLANNING DEPARTMENT:

*Betsy Jumper*  
Betsy Jumper, Planning Tech.

**Intended Use: Commercial**

This permit has hereby been posted on the above property this \_\_\_ day of \_\_, \_\_\_\_

By \_\_\_\_\_  
Your Signature

# SITE PLAN PERMIT

No. 15-01

DATE: 4/6/2015

PERMITEE:  
KNIK PAGE 2 OF 6

Address: 1171 KNIK ROAD BETHEL AK

Lot:  
44A

Block:

Subdivision:  
US Survey 4117

Plat No.:  
2007-20

R./T./Sec.:  
R71W, T8N, S18, SM

**Authorized and mandatory Improvements:**  
PAGE 2 OF 6 CONTINUED

4. to promote growth. Down gradient areas will be monitored for sediment and if necessary, BMP's will be placed as needed. These BMP's may include silt fences or straw waddles. This permit verification is in compliance with the U.S. Army Corps Of Engineers Regional General Permit POA-2011-124 (Discharge of Dredged and/or Fill Material into Wetlands at Bethel, Alaska).
5. See attached drawings.  
PER SITE PLAN APPLICATION ON FILE.

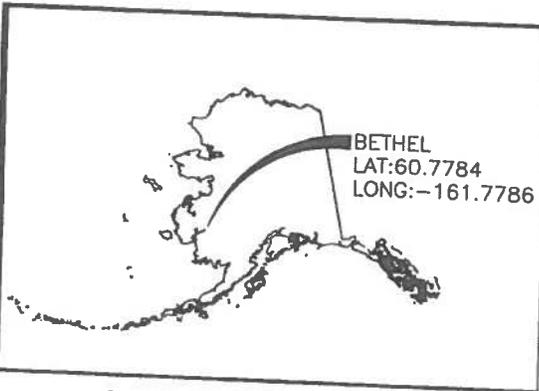
PLANNING DEPARTMENT:

*Betsy Jumper*  
*Betsy Jumper, Planning Tech.*

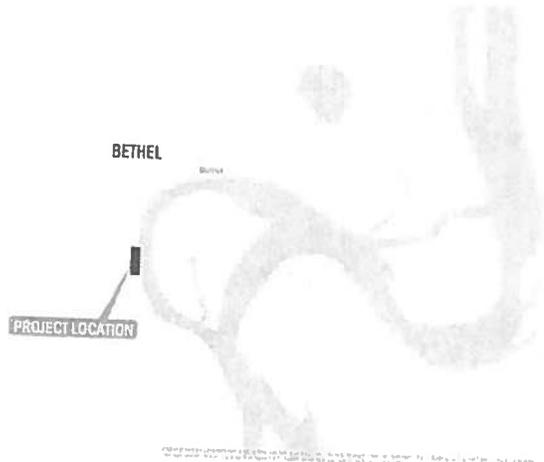
Intended Use: Commercial

This permit has hereby been posted on the above property this \_\_\_ day of \_\_, \_\_\_

By \_\_\_\_\_  
Your Signature



**LOCATION MAP**



<b>TIDAL LEVELS</b>	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

DATUM: MLLW= 0.0  
 SEC.017 T8W R71W  
 LAT: 60.7784  
 LONG: -161.7786

**VICINITY MAP**

KNIK CONSTRUCTION CO. INC  
 6441 SOUTH AIRPARK PLACE  
 ANCHORAGE, AK 99502

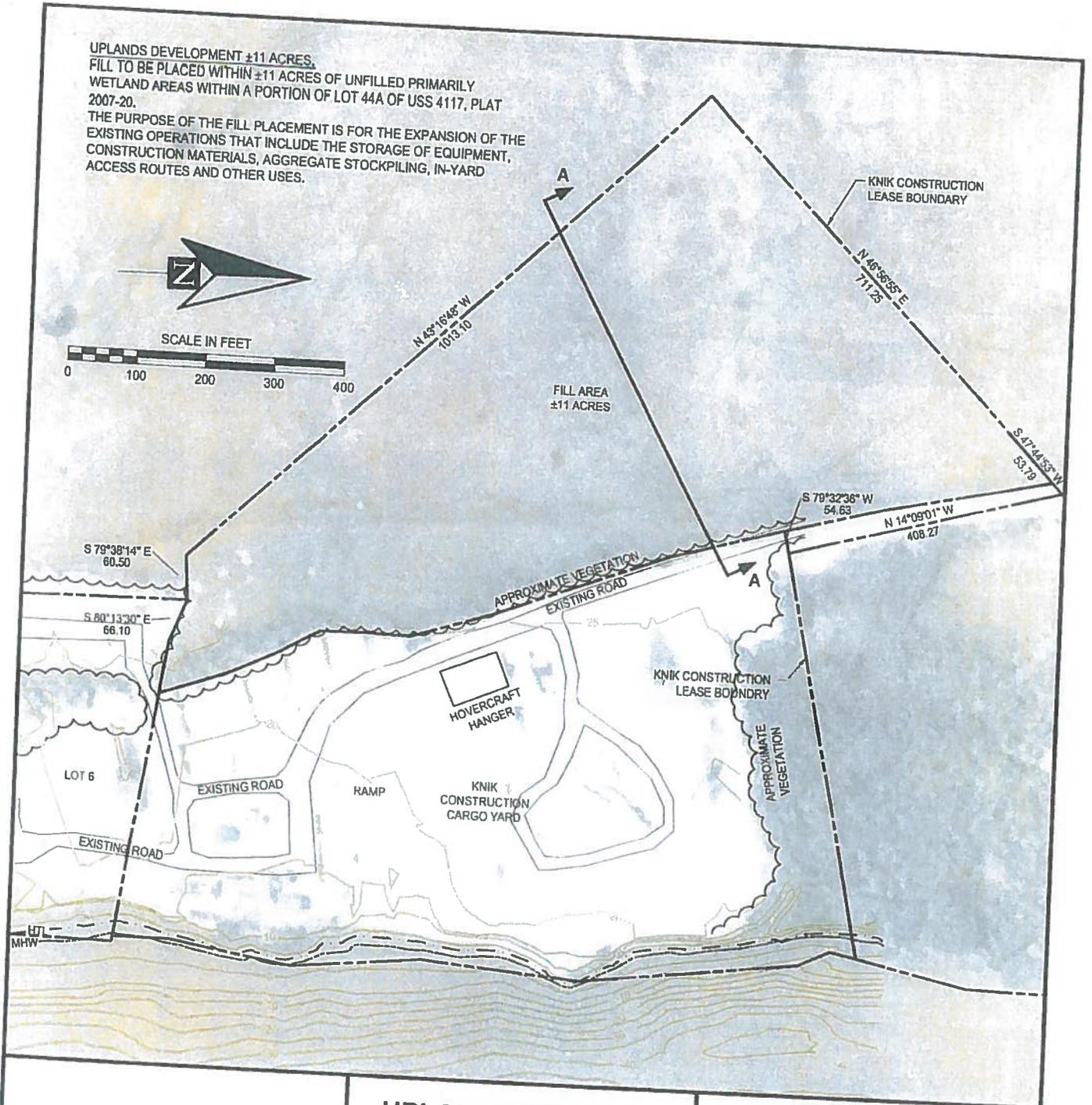
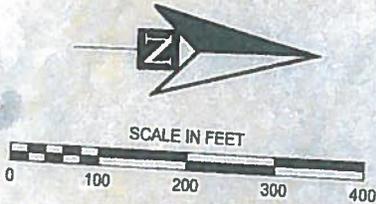
11/14/14

**KNIK CONSTRUCTION,  
 BETHEL YARD  
 EXPANSION**

SHEET 3 of 6

UPLANDS DEVELOPMENT ±11 ACRES.  
 FILL TO BE PLACED WITHIN ±11 ACRES OF UNFILLED PRIMARILY  
 WETLAND AREAS WITHIN A PORTION OF LOT 44A OF USS 4117, PLAT  
 2007-20.

THE PURPOSE OF THE FILL PLACEMENT IS FOR THE EXPANSION OF THE  
 EXISTING OPERATIONS THAT INCLUDE THE STORAGE OF EQUIPMENT,  
 CONSTRUCTION MATERIALS, AGGREGATE STOCKPILING, IN-YARD  
 ACCESS ROUTES AND OTHER USES.



**UPLANDS SITE PLAN  
 FOR TUNDRA FILLING**

**KNIK CONSTRUCTION,  
 BETHEL YARD  
 EXPANSION**

DATUM: MLLW= 0.0

SEC.017 T8W R71W

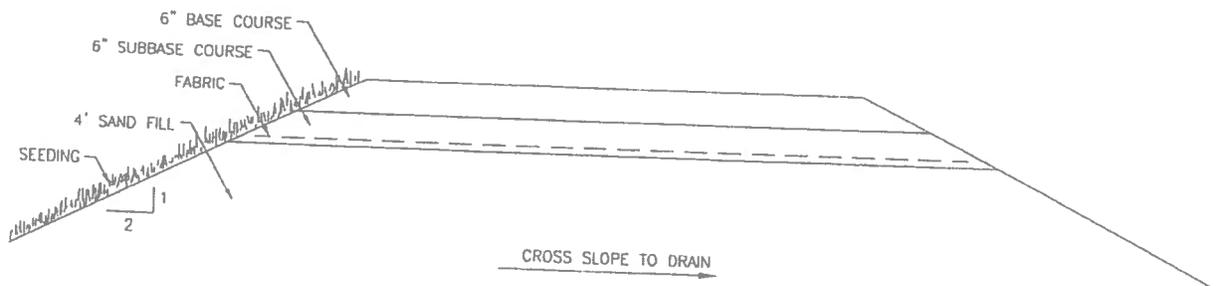
LAT: 60.7784

LONG: -161.7786

KNIK CONSTRUCTION CO. INC  
 6441 SOUTH AIRPARK PLACE  
 ANCHORAGE, AK 99502

11/14/14

SHEET 4 of 6



**SECTION A-A**

DATUM: MLLW= 0.0  
 SEC.017 T8W R71W  
 LAT: 60.7784  
 LONG: -161.7786

**UPLANDS SITE PLAN  
 FOR TUNDRA FILLING**

KNIK CONSTRUCTION CO. INC  
 6441 SOUTH AIRPARK PLACE  
 ANCHORAGE, AK 99502

11/14/14

**KNIK CONSTRUCTION,  
 BETHEL YARD  
 EXPANSION**

SHEET 5 of 6

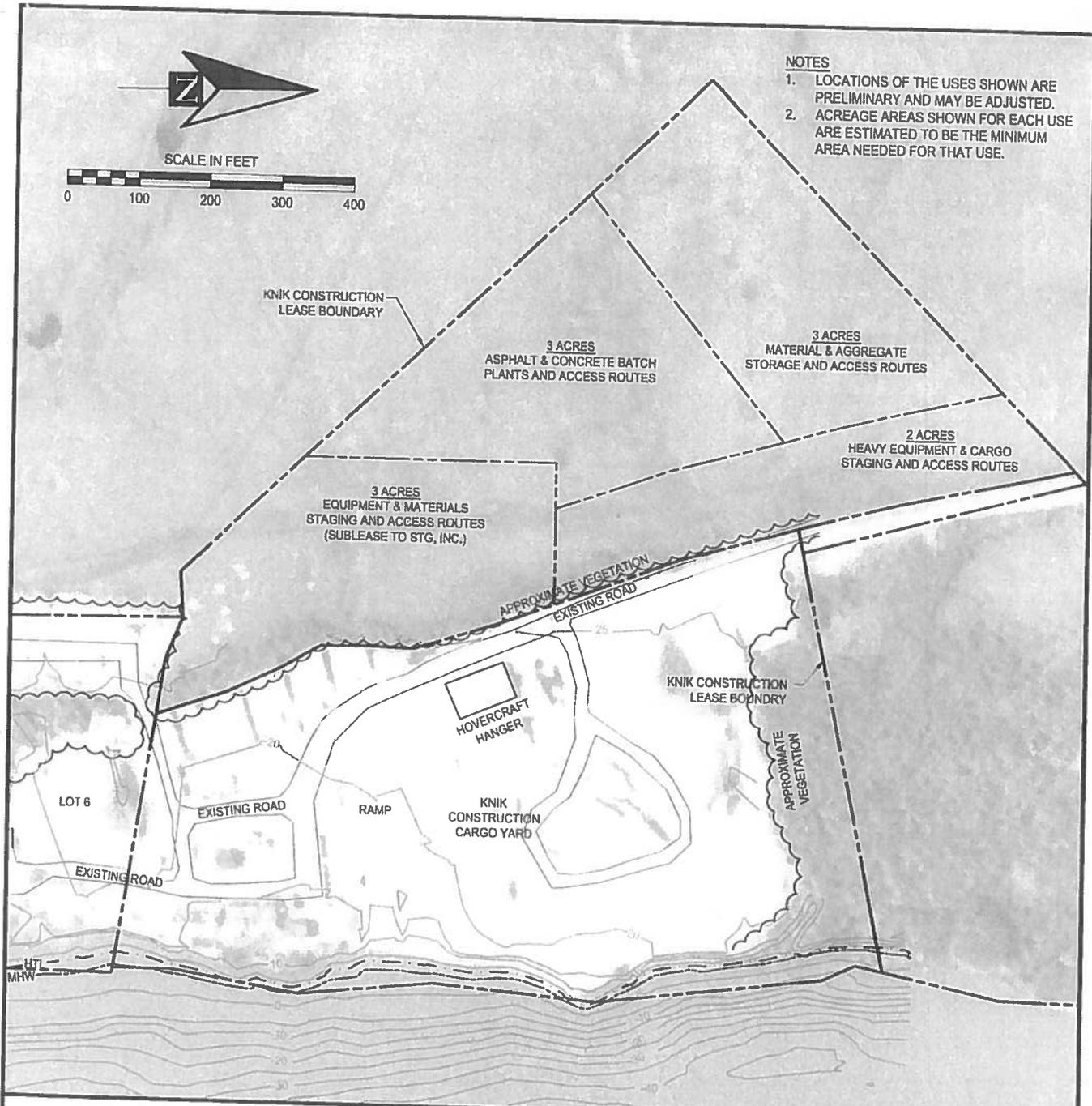


SCALE IN FEET



**NOTES**

1. LOCATIONS OF THE USES SHOWN ARE PRELIMINARY AND MAY BE ADJUSTED.
2. ACREAGE AREAS SHOWN FOR EACH USE ARE ESTIMATED TO BE THE MINIMUM AREA NEEDED FOR THAT USE.



**UPLANDS SITE PLAN  
FOR TUNDRA FILLING**

**KNIK CONSTRUCTION,  
BETHEL YARD  
EXPANSION**

DATUM: MLLW= 0.0

SEC.017 T8W R71W

LAT: 60.7784

LONG: -161.7786

KNIK CONSTRUCTION CO. INC  
6441 SOUTH AIRPARK PLACE  
ANCHORAGE, AK 99502

11/14/14

SHEET 6 of 6

KNIK DOCK



US Army Corps  
of Engineers  
Alaska District

# Public Notice of Application for Permit

ANCHORAGE  
Regulatory Division (1145)  
CEPOA-RD  
Post Office Box 6898  
JBER, Alaska 99506-0898

**PUBLIC NOTICE DATE:** February 19, 2014  
**EXPIRATION DATE:** March 19, 2014  
**REFERENCE NUMBER:** POA-2014-64  
**WATERWAY:** Kuskokwim River

Interested parties are hereby notified that a Department of the Army permit application has been received for work in waters of the United States as described below and shown on the enclosed project drawings.

Comments on the described work, with the reference number, should reach this office no later than the expiration date of this Public Notice to become part of the record and be considered in the decision. Please contact Estrella Campellone at (907) 753-2518, toll free from within Alaska at (800) 478-2712, by fax at (907) 753-5567, or by email at [Estrella.f.campellone@usace.army.mil](mailto:Estrella.f.campellone@usace.army.mil) if further information is desired concerning this notice.

**APPLICANT:** Mr. Dan Hall, Knik Construction Co., Inc.; Phone number (907) 245-1865; Fax: (907) 245-1744.

**AGENT:** Mr. Tom Mortensen, Tom Mortensen Associates LLC.; Phone number (907) 345-3400; Email: [om@mortensen.com](mailto:om@mortensen.com).

**LOCATION:** The project site is located within Section 17 T. 8 N., R. 71 W., Seward Meridian; USGS Quad Bethel D-8; Latitude 60.7790° N., Longitude 161.7756° W.; Bethel Yard Dock, approximately two (2) miles downstream of the Bethel Boat Harbor, near Bethel, Alaska.

**PURPOSE:** The applicant's stated purpose is to improve efficiency and safety on cargo barge operations at the Knik Construction Cargo Yard, also known as the Bethel Yard Dock (BYD). The proposed project would also prevent erosion of the river bank at the beach barge docking area and upland yards.

**PROPOSED WORK:** To construct an open-cell steel sheetpile bulkhead along approximately 850 linear feet of the Kuskokwim River shoreline at an average depth of -20 feet Mean Lower Low Water (MLLW). The total length of the sheetpile would be approximately 1,150 linear feet. Approximately 40,000 cubic yards of sand gravel fill and 1,600 cubic yards of riprap armor rock would be placed in 2.9 acres below the High Tide Line (HTL). Sand and gravel would be placed behind the face sheets and the riprap at both ends of the bulkhead.

All work would be performed in accordance with the enclosed plan (sheets 1-3), dated January 31, 2014.

**APPLICANT PROPOSED MITIGATION:**

a. **Avoidance:** The proposed bulkhead cargo dock would improve BYD operations; therefore, it needs to be placed at the proposed location. To avoid maintenance dredging in the Kuskokwim River channel, the dock would be placed at a depth of approximately -20 MLLW. The size for the barge docking and cargo transfer along the dock face is the minimum necessary to satisfy the needs of BYD.

b. **Minimization:** Minimization of project impacts includes the use of best management practices to contain erosion, use of vibratory pile hammers, and placement of clean sand and gravel fill material behind the sheet pile wall to minimize the amount of suspended sediment. Riprap would be used at both ends of the bulkhead cargo dock to minimize potential erosion problems in the future.

c. **Compensatory Mitigation:** The applicant believes the project minimization is appropriate and applicable for part of the mitigation. The applicant proposes In-Lieu-Fee compensatory mitigation for unmitigated losses associated to the permanent loss of 2.9 acres of shoreline and riverine habitat along the Kuskokwim River.

**WATER QUALITY CERTIFICATION:** A permit for the described work will not be issued until a certification or waiver of certification, as required under Section 401 of the Clean Water Act (Public Law 95-217), has been received from the Alaska Department of Environmental Conservation.

**CULTURAL RESOURCES:** The latest published version of the Alaska Heritage Resources Survey (AHRs) has been consulted for the presence or absence of historic properties, including those listed in or eligible for inclusion in the National Register of Historic Places. There are no listed or eligible properties in the vicinity of the worksite. Consultation of the AHRs constitutes the extent of cultural resource investigations by the District Commander at this time, and he is otherwise unaware of the presence of such resources. This application is being coordinated with the State Historic Preservation Office (SHPO). Any comments SHPO may have concerning presently unknown archeological or historic data that may be lost or destroyed by work under the requested permit will be considered in our final assessment of the described work.

**ENDANGERED SPECIES:**

We have determined the described activity would have no effect on any listed or proposed threatened or endangered species, and would have no effect on any designated or proposed critical habitat, under the Endangered Species Act of 1973 (87 Stat. 844). Therefore, no consultation with the U.S. Fish and Wildlife Service or the National Marine Fisheries Service is required. However, any comments they may have concerning endangered or threatened wildlife or plants or their critical habitat will be considered in our final assessment of the described work.

**ESSENTIAL FISH HABITAT:** The Magnuson-Stevens Fishery Conservation and Management Act, as amended by the Sustainable Fisheries Act of 1996, requires all Federal agencies to consult with the NMFS on all actions, or proposed actions, permitted, funded, or undertaken by the agency, that may adversely affect Essential Fish Habitat (EFH).

The project area is within the known range of all 5 species of salmon (Chinook, Chum, Coho, Pink, and Sockeye) and other species such as Arctic lamprey, Humpback whitefish, Least cisco, Pacific lamprey, Sheefish, and whitefish.

We are currently gathering information regarding these species and have yet to make a determination of effect. Should we find that the described activity may affect the species listed above, we will follow the appropriate course of action under Section 305(b)(2) of the Magnuson-Stevens Act. Any comments the National Marine Fisheries Service may have concerning essential fish habitat will be considered in our final assessment of the described work.

**TRIBAL CONSULTATION:** The Alaska District fully supports tribal self-governance and government-to-government relations between Federally recognized Tribes and the Federal government. Tribes with protected rights or resources that could be significantly affected by a proposed Federal action (e.g., a permit decision) have the right to consult with the Alaska District on a government-to-government basis. Views of each Tribe regarding protected rights and resources will be accorded due consideration in this process. This Public Notice serves as notification to the Tribes within the area potentially affected by the proposed work and invites their participation in the Federal decision-making process regarding the protected Tribal right or resource. Consultation may be initiated by the affected Tribe upon written request to the District Commander during the public comment period.

PUBLIC HEARING: Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider this application. Requests for public hearings shall state, with particularity, reasons for holding a public hearing.

EVALUATION: The decision whether to issue a permit will be based on an evaluation of the probable impacts, including cumulative impacts of the proposed activity and its intended use on the public interest. Evaluation of the probable impacts, which the proposed activity may have on the public interest, requires a careful weighing of all the factors that become relevant in each particular case. The benefits, which reasonably may be expected to accrue from the proposal, must be balanced against its reasonably foreseeable detriments. The outcome of the general balancing process would determine whether to authorize a proposal, and if so, the conditions under which it will be allowed to occur. The decision should reflect the national concern for both protection and utilization of important resources. All factors, which may be relevant to the proposal, must be considered including the cumulative effects thereof. Among those are conservation, economics, aesthetics, general environmental concerns, wetlands, cultural values, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shore erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs, considerations of property ownership, and, in general, the needs and welfare of the people. For activities involving 404 discharges, a permit will be denied if the discharge that would be authorized by such permit would not comply with the Environmental Protection Agency's 404(b)(1) guidelines. Subject to the preceding sentence and any other applicable guidelines or criteria (see Sections 320.2 and 320.3), a permit will be granted unless the District Commander determines that it would be contrary to the public interest.

The Corps of Engineers is soliciting comments from the public; Federal, State, and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this proposed activity. Any comments received will be considered by the Corps of Engineers to determine whether to issue, modify, condition or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity.

AUTHORITY: This permit will be issued or denied under the following authorities:

(X) Perform work in or affecting navigable waters of the United States – Section 10 Rivers and Harbors Act 1899 (33 U.S.C. 403).

(X) Discharge dredged or fill material into waters of the United States – Section 404 Clean Water Act (33 U.S.C. 1344). Therefore, our public interest review will consider the guidelines set forth under Section 404(b) of the Clean Water Act (40 CFR 230).

District Commander  
U.S. Army, Corps of Engineers

Enclosures

**NOTICE TO EDITORS:**

This public notice is provided as background information and is not a request or contract for publication.

**NOTICE TO POSTMASTERS:**

It is requested that this notice be conspicuously and continually placed until the expiration date.

**Project drawings  
are available online at:**

<http://www.poa.usace.army.mil/Missions/Regulatory/PublicNotices.aspx>

# STATE OF ALASKA

SEAN PARNELL, GOVERNOR

DEPT. OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER  
401 Certification Program  
Non-Point Source Water Pollution Control Program

DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
WQM/401 CERTIFICATION  
555 CORDOVA STREET  
ANCHORAGE, ALASKA 99501-2617  
PHONE: (907) 269-7564/FAX: (907) 334-2415

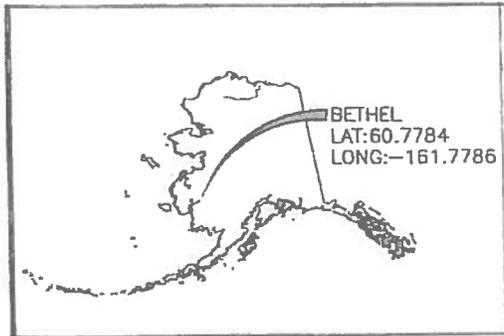
## NOTICE OF APPLICATION FOR STATE WATER QUALITY CERTIFICATION

Any applicant for a federal license or permit to conduct an activity that might result in a discharge into navigable waters, in accordance with Section 401 of the Clean Water Act of 1977 (PL95-217), also must apply for and obtain certification from the Alaska Department of Environmental Conservation that the discharge will comply with the Clean Water Act, the Alaska Water Quality Standards, and other applicable State laws. By agreement between the U.S. Army Corps of Engineers and the Department of Environmental Conservation, application for a Department of the Army permit to discharge dredged or fill material into navigable waters under Section 404 of the Clean Water Act also may serve as application for State Water Quality Certification.

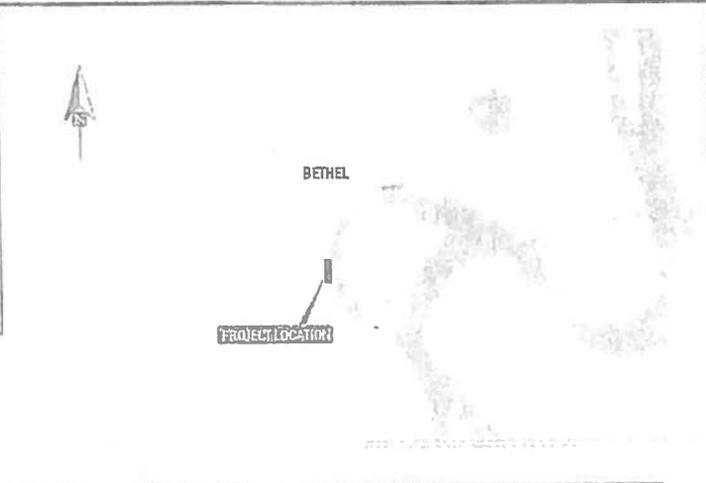
Notice is hereby given that the application for a Department of the Army Permit described in the Corps of Engineers' Public Notice No. POA-2014-64, Kuskokwim River, serves as application for State Water Quality Certification from the Department of Environmental Conservation.

After reviewing the application, the Department may certify there is reasonable assurance the activity, and any discharge that might result, will comply with the Clean Water Act, the Alaska Water Quality Standards, and other applicable State laws. The Department also may deny or waive certification.

Any person desiring to comment on the project, with respect to Water Quality Certification, may submit written comments to the address above by the expiration date of the Corps of Engineer's Public Notice.



**LOCATION MAP**



TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

**PURPOSE:**  
 SHELL PILE DOCK FOR EROSION  
 PROTECTION, NAVIGATION SAFETY,  
 AND FREIGHT TRANSFR.

DATUM: MLLW= 0.0

SEC.017 T8W R17W  
 LAT: 60.7784  
 LONG: -161.7786

**VICINITY MAP**

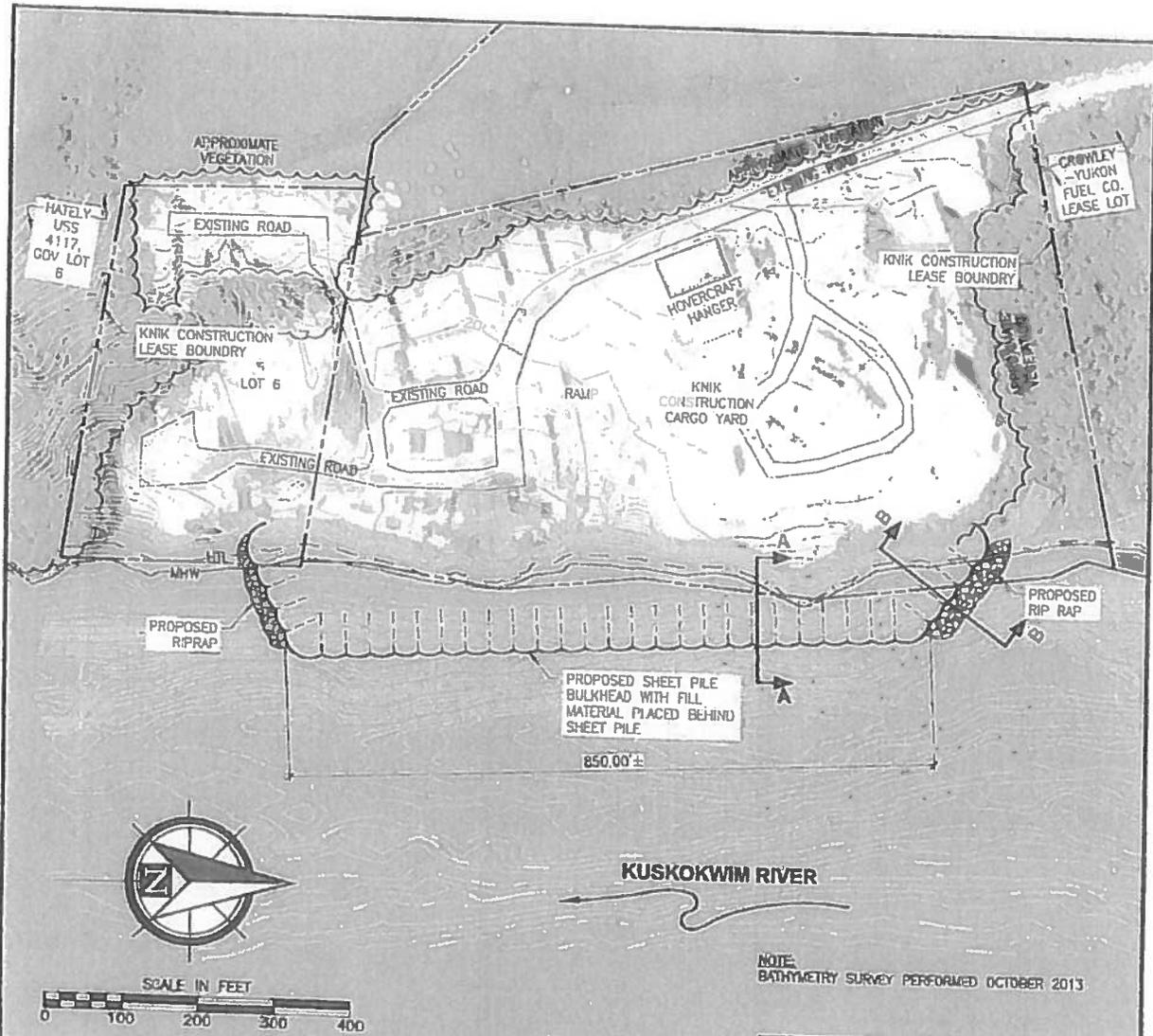
KNIK CONSTRUCTION CO. INC  
 6441 SOUTH AIRPARK PLACE  
 ANCHORAGE, AK 99502

01/31/14

**KNIK CONSTRUCTION  
 BETHEL YARD DOCK**

AT: BETHEL, AK  
 IN: KUSKOKWIM RIVER

SHEET 1 of 3



TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

QUANTITIES			
	FILL (CY)	RIPRAP (CY)	FOOTPRINT (ACRE)
TOTAL	88,000	1,900	3.5
BELOW HTL	40,000	1,800	2.9
BELOW MHW	36,000	1,350	2.4

**PURPOSE:**  
SHEET PILE DOCK FOR EROSION PROTECTION, NAVIGATION SAFETY, AND FREIGHT TRANSFER.

DATUM: MLLW= 0.0

SEC.017 T8W R17W  
LAT: 60.7784  
LONG: -161.7786

**SITE PLAN**

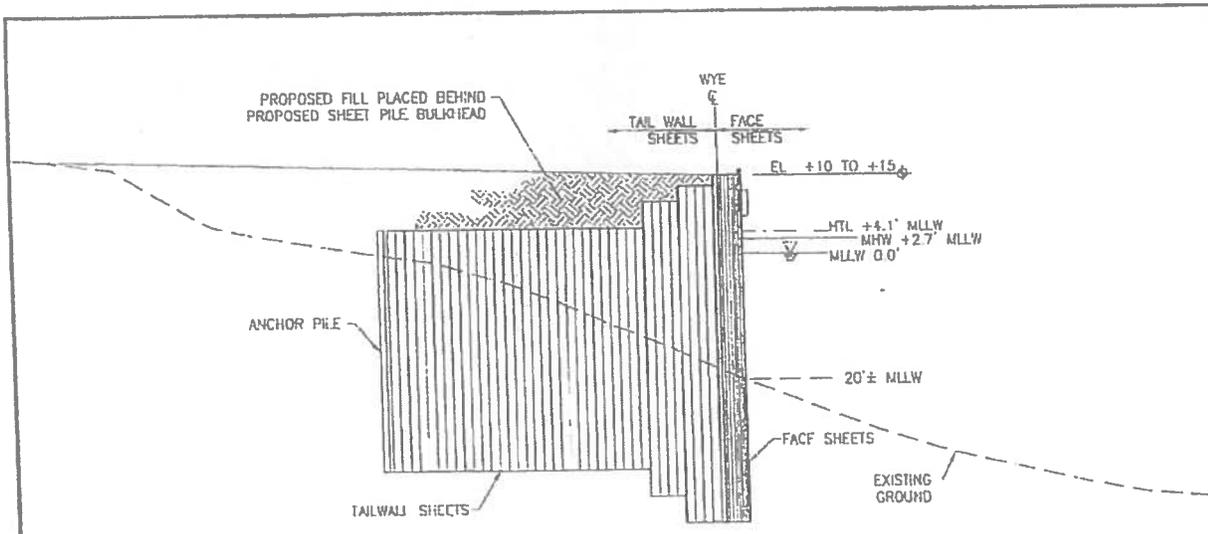
KNIK CONSTRUCTION CO. INC  
6441 SOUTH AIRPARK PLACE  
ANCHORAGE, AK 99502

01/31/14

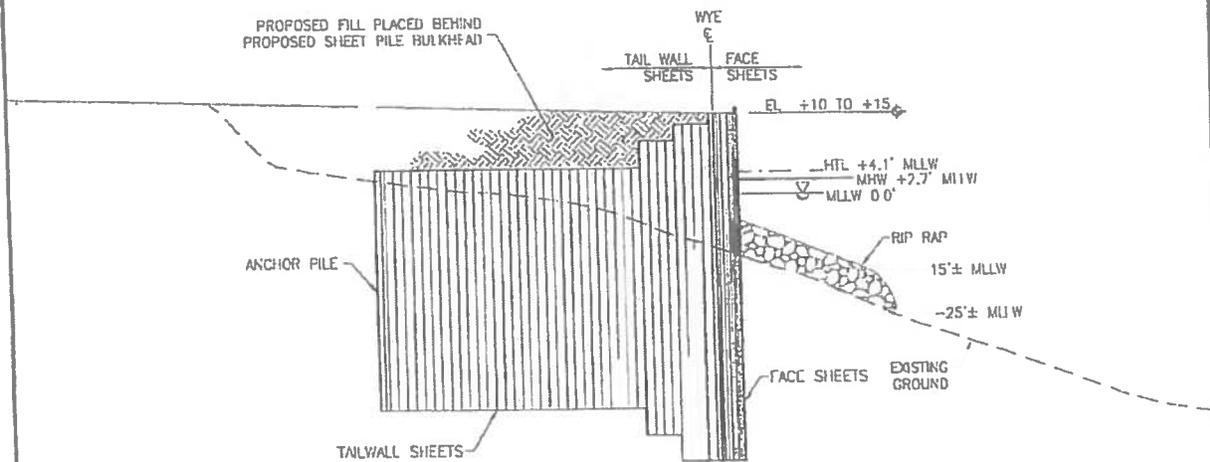
**KNIK CONSTRUCTION  
BETHEL YARD DOCK**

AT: BETHEL, AK  
IN: KUSKOKWIM RIVER

SHEET 2 of 3



**SECTION A-A**



**SECTION B-B**

TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

PURPOSE:  
SHEET PILE DOCK FOR EROSION  
PROTECTION, NAVIGATION SAFETY,  
AND FREIGHT TRANSFER.

DATUM: MLLW= 0.0

SEC.017 T8W R17W

LAT: 60.7784

LONG: -161.7786

**SECTIONS**

KNIK CONSTRUCTION CO. INC  
6441 SOUTH AIRPARK PLACE  
ANCHORAGE, AK 99502

01/31/14

**KNIK CONSTRUCTION  
BETHEL YARD DOCK**

AT: BETHEL, AK  
IN: KUSKOKWIM RIVER

SHEET 3 of 3

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# ***Management Team Reports***

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To: Ann Capela, City Manager  
From: Ted Meyer, Planner  
Subject: January 2016 Activity Report  
Date: Jan 29, 2016

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## **Right-of-Way Issue**

I met with the Moravian Church Board on Jan 6. Their concern regards the boardwalk on their land behind the church buildings off of Third Street. The boardwalk is located inside a 50-foot ROW which borders Mission Lake. An eight-foot portion of the boardwalk is in disrepair. There were complaints of 4-wheeler noise during the middle of the night, and of intoxicated people using the boardwalk. Board members were concerned about the church's liability. We discussed two potential alternatives:

1. This would be a cooperative effort between the Church and the City. COB Public Works stated they could repair the eight-foot section in the spring. The Church would fence in the entire parameter of their property except for both end points of the existing ROW. Public Works may also put in obstacles to block 4-wheeler traffic, but not pedestrians.
2. The Church submits a request to have the ROW vacated if Alternative #1 fails.

The Church's next board meeting is in April, 2016. Public Works indicated they would attend.

## **Conditional Use Permit**

- Planning, developed a new CUP (Conditional Use Permit) application with excellent input from the City Clerk, Legal and City Manager's office.
- Planning Department received two CUP's (Conditional Use Permit) applications using the new forms from BNC (Bethel Native Corporation) and Fili's Restaurant for site location approval to begin liquor sales.
- Researched compliance with the BMC and developed a fact of findings and recommendations for both.

Planning Department worked to prepare packet for Special Planning Commission Meeting to be held on Feb 2, 2016. There was great teamwork by all involved.

## **Hospital Extension Project**

- Spoke with Derek Yvonne from YKHC Site Plan Permit application regarding their upcoming project. I'll meet with Diana Latham from YKHC Feb 3, 2016 as well.

## **ROW Vacation**

- Working with a potential ROW vacation with Farpoint Land Services on YKHC property in association with the upcoming hospital extension project.

## **GCI Property Lease with City at Watson Corner**

Ordered and received a title report for the property. Contacted McClintock Land Associates (surveyor of record for associated USS 3230 Subdivision) for an As-built survey. Will follow up with an appraisal.

## **MEMORANDUM**



DATE: February 1, 2016

TO: Ann K. Capela, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – February 9, 2016 Bethel City Council Meeting

### **Grant Applications**

#### **State Homeland Security Program**

I am gathering information to prepare and submit an FY 2016 State Homeland Security Program grant application by the February 19, 2016 deadline. The City will submit the following five projects: (1) Radios – portable and mobile, (2) videocameras and related servers, (3) body cameras, (4) foam fire extinguishers, and (5) portable light banks. The value of the projects is expected to be \$207,000.

#### **Bethel Truck Dump Site**

The City of Bethel was informally presented the ratio of 45% grant and 55% loan funding to cover the costs associated with the replacement of the truck dump site at the sewage lagoon. The project is expected to cost \$3,000,000. The City can provide about \$650,000 in match toward the project from its State of Alaska Designated Legislative Grant to replace the truck dump site. The City needs to come up with approximately \$1,000,000 in match funds or borrow it from USDA-RD at the low rate of about 2.25% per annum.

#### **Sewage Lagoon Rehabilitation**

The City is pursuing funding for dredging, baffle replacement, berm repair, and other small improvements from EPA and the State Department of Environmental Conservation. The amount of funding available at present is about \$4,400,000. The City will first receive \$150,000 grant in order to pay for pre-construction activities (engineering, permitting, business plan). Once the pre-construction documents are completed, the City will be eligible to receive the large capital amount.

### **RFBs and RFPs**

#### **Glycol**

The review committee selected the lowest bid submitted. An Action Memorandum was prepared for City Council approval on February 9, 2016.

#### **Project Manager for Port Office**

The review committee scored the four proposals submitted and selected the proposals with the highest score for award. The Purchasing Agent concurred and an Action Memorandum was prepared for council approval on February 9, 2016.

**City of Bethel  
Grant Summary  
Calendar Year 2015-16**

**Preparing**

<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts. (Partners)</b>	<b>Date</b>	<b>\$ Grant \$ City Match</b>
AK Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Grant	Radios, video cameras, body cameras, foam extinguisher, light banks.	Police Fire Public Works Port	2/19/16	\$207,000 0
Alaska Public Entity Insurance	Grant	Playground surface material	Parks & Rec.	Feb. 2015	\$10,000
Alaska Public Entity Insurance	Grant	Safety equipment/supplies	Public Works	Feb. 2015	\$1,000 0

**Submitted in Calendar Year 2015**

Most recent first

<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant \$ Match</b>
Alaska Dept. of Transportation and Public Facilities	SFY 2017 AK Community Transportation Grant	Transit operations and admin.	PW- Transit	12/11/15	\$331,177 \$80,580
<b>Total</b>					<b>\$331,177</b>



CITY OF BETHEL  
Fire Department

*William F. Howell III, Fire Chief*  
P.O. Box 1388, Bethel, Alaska 99559  
Phone: (907)-543-2131  
Fax: (907)-543-2702  
[bhowell@cityofbethel.net](mailto:bhowell@cityofbethel.net)

*Celebrating 50 Years of Service*

DATE: February 2, 2016  
TO: Ann Capella, City Manager  
FROM: Bill Howell, Fire Chief  
SUBJECT: January 2016 Management Report

### **Current Events**

- January was marked by our biannual EMT 2-3 recertification and initial classes January 4<sup>th</sup> through the 15<sup>th</sup>. There were six initial EMT-2 and nine EMT-3 students. State of Alaska EMT Practical Skills and Written examinations were held on 01/16/16. Two individuals will be completing the EMT-2 written examination later this week.
- The Department reviewed and provided written statements to the Manager regarding two separate applications for alcohol sales. Feedback was provided in compliance with Bethel Municipal Code.
- The Department is working with the Public Safety Commission to make recommendations to the Council regarding staffing shortages in both public safety departments.

### **Emergency Planning/Homeland Security**

- The Department attended the monthly Homeland Security Training and Education teleconference on January 6<sup>th</sup>.
- The Department is working with local businesses, commercial and industrial property owners to develop fire emergency plans.

### **Training**

- An EMT Meeting was held at the Fire Department on 01/19/16 at 7 PM. Responders practiced medical and trauma patient assessments and performed interventions applicable to their EMT skill levels.

- A Fire Meeting was held on 01/28/16 at 7PM. Responders reviewed Ice/Water Rescue procedures and equipment, then conducted practice rescue evolutions at the Small Boat Harbor.
- The Department is coordinating with the Firefighter-1 students who need refresher training in order to take the State of Alaska Firefighter-1 and Hazardous Materials Awareness/Operations written examinations.

### **Responses**

- The Bethel Fire Department responded to 91 EMS and 5 Fire incidents during the month of December.
- On 01/11/16 at 12:06 p.m. medics responded to the area of Ptarmigan Road for the report of a person on drugs. The patient was assessed and transported to the hospital.
- On 01/21/16 at 1:32 a.m. medics responded to Chief Eddie Hoffman Highway for a report of a person hallucinating. The patient was assessed and transported to the hospital.
- On 01/22/16 at 7:28 a.m. medics responded to Ptarmigan Road for the report of vehicle accident involving a snowmobile. Upon arrival, two severely injured patients were assessed and transported to the hospital.
- On 01/06/16 at 10:55 p.m. firefighters responded to the Malone Home for a report of fire alarm activation. Upon arrival, the alarm was determined to be false.
- On 01/29/16 at 11:30 firefighters responded to the area of Alder Street for the report of a house filled with smoke. Upon arrival, firefighters determined the smoke was from unattended cooking. The home was ventilated and firefighters returned to quarters.

### **Vehicles & Equipment**

- Due to short staffing, the V& E department cleared M5 to go out to a public sector shop for engine repairs.
- A new vinyl floor was installed in the patient compartment of Medic-4.
- We are working with administration to insure all Fire Department vehicles/equipment at their replacement value.
- A work order has been put in to V&E to repair stuck valves and leaking pump packing's on E-3.

## **Budget/Financial**

- The Department is operating within FY16 budget guidelines.
- Callback overtime is at 80%, with only 58% of the budget year elapsed. Record call volume and the new three hour minimum are contributing to this overage.
- Unanticipated costs for Ladder truck testing and Asbestos training following the Kilbuck Fire from our purchased services account is a point of concern. We will be closely watching this fund.

## **Grants**

- All Grants are operating within allotted timelines.
- The Department is applying for funding through the 2015 FEMA Assistance to Firefighters Grant Program. We seek funding to replace aged turnout gear and fire hose. This application was submitted on time. The project requested is budgeted at est. 130,000 dollars and requires a 5% match. Funding announcements are normally made in September of the following year.
- Reimbursement requests were made for federal cost share under the 2013 FEMA Assistance to Firefighters Grant for Self Contained Breathing Apparatus. The City received final payment of \$97,385 and will be filing final closeout reports when due.
- The Department has identified funding opportunities for federal fire prevention grants expected to open in April of 2016. The Department will seek to hire a consultant to assist with development of a comprehensive emergency planning and annual inspections program.
- Final Purchases are being made with excess funds under the Alaska Volunteer Fire Assistance (VFA) grant program. We will file close out reports once purchases are complete.
- Quotes were provided to the Grants Manager to apply for funding for new portable radios through the Homeland Security grant.

## **Staffing/recruitment**

- All positions are filled minus our FY 15 defunded FF/EMT position
- The Department is drafting a hiring list for future vacancies and new positions.



## Memorandum

DATE: February 1, 2016

TO: Ann K Capela, City Manager

FROM: Hansel L Mathlaw, Finance Director

SUBJECT: Manager's Report – February 2016

### **Finance Committee**

The committee convened on January 25, 2016. The election of Chair and Vice-Chair was tabled until the next meeting. The other topic that was discussed was cost savings to the City. This was a brain storming session. Some items included: replacing some windows at the pool with insulated walls, leasing vehicles versus purchasing, attaching GPS trackers on vehicles. I mentioned that the City received a 3% discount (FY2016) on its workers compensation insurance because the PW department conducted safety meetings throughout FY15. I believe good ideas were presented by members, but it was mentioned to focus on one item at a time do it very well then go on to the next item.

### **Finance Department**

After months, I have hired a General Ledger Accountant. His first day is February 8, 2016. The Sales Tax Specialist last was January 8, 2016. The Sales Tax Specialist is open until filled.

### **Finance Budget**

Because of the departure of the General Ledger Accountant several budget line items are five months behind. The newly hired GL Accountants first day is February 8, 2016. I expect the GL to be up to date on February 26.

The CM has department directors focusing on the FY17 budget. The due date for Administration is April 1, 2016. The budget and CM message will be delivered to city council on April 1, 2016.

## **MEMORANDUM**

**DATE:** 02/01/2016  
**TO:** Ann Capela, City Manager  
**FROM:** Muzaffar Lakhani, Public Works Director  
**SUBJECT:** Management Report

### **Programs/Divisions**

#### **Utility Maintenance:**

This month we have had a few frozen sewer lines at Bethel Heights. We met with Alaska Housing about their sewer line issues in Bethel Heights. Sarah from ARWA has made a site visit at our request to take a look at our chemical dosage; she also helped us with our updated information for DEC. After adding the anthracite to the filter at CSWTP the quality of the water has improved a lot, and the efficiency of the filters in 90% to 92% range.

**Hauled Utilities:** For December and January. I was on vacation for the second half of December, and the first half of January. When I returned, there was a loss of a truck, and driver, due to an accident/ rollover on Dec 23<sup>rd</sup> 2015. And the loss, of at least one senior driver who resigned, and also a mechanic resigned. I believe we will have all of it under control by Monday the first of February.

In December the water driver delivered 3.3 million gallons of water, the sewer dept hauled 2.6 million gallons of sewage, and the garbage truck hauled approximately 3300 cubic yards of trash to the dump.

For January, the water drivers have hauled 3,500,000 gallons of water, the sewer drivers have hauled nearly the same in an attempt to catch up for the shortage of trucks and manpower over the past 4-5 weeks. And the garbage truck has hauled over 3000 cubic yards of trash to the dump.

We hired one Water/Sewer Driver position during the last couple of weeks and are anticipating the hiring of at least 2 new drivers, possibly three next week. This will complete all the open Drivers positions in the Hauled Water/Sewer Division.

#### **Property Maintenance:**

We are on our routine winter maintenance schedule on all our buildings and facilities. We check for heat, plumbing, electrical issues and repair/replace what is necessary. We take care of snow removal if any and spread sand and de-icer as needed to minimize slips and falls on decks/stairs and landing areas. Some days brings us some unexpected problems when we do our checks.

We have been ordering and replacing outdated light fixtures and lamps with L.E.D. upgrades. This should help reduce our electrical costs in the short term as

well as cut down on the maintenance and replacements in the long term. We had a break-in at the Log Cabin mostly vandalism repairs have been made. I have been putting some thoughts and projects together as I am thinking about the budget when we start. One of these items is we need to have a plan for what to do with the deteriorating shop walls here at Public Works. A plan of action needs to be developed for replacement. We really need to begin discussing this on the next level on where we go from here with this. This is way beyond any normal maintenance repairs. Thank you.

**Parks and Recreation:** We have been working on setting up a July 4<sup>th</sup> committee but are meeting a lot of resistance; we continue to work on it. We are ordering supplies for the coming season. Three Log Cabin rentals this month. Log cabin was broken into, nothing was taken. There was some damage to the door but all repairs have been made. I'm currently working on my Certified Playground Safety Inspector's certification.

#### **Road Maintenance:**

Streets and Roads hauled out the Cat 324E excavator to the city sand pit so that we can dig into the pile we push up this fall with the D8 dozer. Being the sand pile is dry the permafrost is only a little over 1 foot thick, so digging it is easy. So we will keep hauling to the land fill pile as we have time, this helps out by keeping the working faces cover, and also to have a pile to be used next spring to cover the land fill.

Streets and Roads, has been helping the public out, by using the 420 Cat backhoe to dig graves at the new cemetery, civilian and/or military side. The power company would drill it first through the permafrost with the earth auger and then we would use the backhoe to dig it out.

Streets and Roads during the Kuskokwim 300 dog race used the grader to scarify the ice on River Front Street, and also the places where the public park, to watch the dog races or the K300 fireworks show. After scarifying we sanded those areas along with the approaches of the Kuskokwim River.

Streets and Roads have spent a lot of time this month scarifying and sanding the roads to keep it from being slippery. The crew started their shifts earlier in the morning to get this done before the general traffic runs and the school buses start their routes.

**Vehicles and Equipment:** For the V&E dept, with the loss of one mechanic the rest of the crew has had a difficult time keeping up with all the breakdowns. I believe they should be able to catch up sometime in February. We have several trucks which are waiting on parts, and a truck which is waiting on an out of town

mechanic, to be rebuilt. We also have several pieces of heavy equipment that need attention which should also be caught up with hopefully by the end of February.

**Transit System:** The month of January has been a slow month in regards to ridership. The warm weather, people are walking, and following the holiday season money is tight. Hopefully the ridership will pick up in the month of February. Every morning, 6:40am, we are picking up 7-12 homeless passengers at Uivuuq Subdivision who are staying at the Salvation Army night shelter and they are dropped off at the hospital. Currently this is a community service and there is no charge. Our elder ridership is steady and account for about 30 to 35 percent of our ridership.

John Sargent, City Grant Manager, is still working on the RFPs for the new buses and Bus Stop Shelters. I'm very concerned that we might lose the grants if the RFPs aren't finished and out on the street soon. I hope John will be able to get them out and back by the end of February as it'll take the bus company **4-6 months** to assemble the buses and get them on this summer barge. The new bus (#439), we got in October of 2014 already has over 40,000 miles on it and it will start needing replacement parts soon. Bus 438 has over 100,000 miles on it and is starting to use a quart of oil every couple of weeks. Our other two diesel buses, 436 and 437, are used for stand by only. Bus 436 in the City Shop waiting for parts to replace the gears in the rear axle.

We are currently recruiting for a Part-Time and an On-Call driver but there are few applicants. Our current part-time driver will be leaving the mid part of March. We haven't had an On-Call driver and I've been filling in when necessary.

Bethel Transit System goal for the FY 2017 will be to show a 15-20 percent increase in ridership / revenue. I think we can do this by providing **better and more dependable / reliable service** for our passengers.

### **Landfill:**

This last month a couple of guys from Streets and Roads have hauled a lot of cover sand to our cover pile at the Landfill, plus they have brought more so we can begin to cover the dumpster trash, so that we can make and maintain a smaller cell of trash that is exposed. This cuts down on windblown trash that finds its way to the tundra. Starting in the spring this trash will be covered once a week, so that we can be in accordance to our landfill permit requirements.





## CITY OF BETHEL

Post Office Box 1388  
Bethel, Alaska 99559  
Phone: 907-543-2047

TO: City Manager  
FROM: Human Resources  
SUBJECT: January 2016 Manager Report

DATE: January 18, 2016

### Position Descriptions:

Currently working on reorganizing specific job functions into classes that represent our PERS liability and will be re-working formal job descriptions to reflect the skills needed for that class - ensuring that the City is not inadvertently creating new classes within PERS unnecessarily. This may also assist in strengthening the available workforce and organizational structure in certain departments, such as Finance, Public Safety, or V&E.

### Training:

Researching opportunities to either obtain HR certification or advanced training in specific HR concentration areas as identified by the City Manager in most recent evaluation.

### Benefits:

Short Term Disability Claim form and basic information has been uploaded to shared drive for employee/supervisor access. Working with the Wilson Agency on materials to communicate specifics and how short-term disability relates (or doesn't) to sick leave, workers compensation, FMLA/AFLA, PTO, and long-term disability.

Caselle has uploaded all employee information necessary for the City to complete our ACA-required end-of-year reporting. The data included dependent data for all covered employees as well as specifics related to our plan.

### Drug and Alcohol Review Responses:

Continuing to refine in-house processes and better define federal/state mandates vs. our insurance requirements or in-house risk mitigation practices. This review will continue.

### Policies and Procedures:

Created a shared folder in which to consolidate all active policies from the Departments. Will review and develop into a shared reference manual for all staff.

### OSHA:

Completed and distributed 2015 OSHA form 300a, which must be displayed by law from Feb 1 until April 1 of any given year. All Departments to post in their respective public areas.

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# ***City Clerk's Report***

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# City of Bethel, Alaska

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## City Clerk's Office

### **Council Meetings and Events**

February 23, 2016 Regular City Council meeting

March 8, 2016 Regular City Council Meeting

### **Liquor License Applications**

Fili's Pizza Restaurant, License #5445, Restaurant and Eating Place License Application. The City Clerk's Office received notice of this license application on January 5, 2016. Notice was immediately provided to Administration. If the Council chooses to protest this application, the protest must be received by the Alcohol Beverage Control Board by March 5, 2016.

Bethel Spirit's License # 5447, Package Store License Application. The City Clerk's Office received notice of this license application on January 15, 2016. Notice was immediately provided to Administration. If the Council chooses to protest this application, the protest must be received by the Alcohol Beverage Control Board by March 15, 2016.

### **Electronic Cemetery Records**

After a full year of data entry, the electronic cemetery module is complete and up to date with all of the Bethel Memorial Cemetery Information. We will begin to scan the records in as support to the electronic files and update the fields with payment information.

### **Research/Document Preparation**

- The Office is researching and preparing to draft an Ordinance for by mail elections. The Office did not received requests from the department heads to modify the fee and rate schedule so the City Clerk will not be preparing a fee and rate schedule modification for the Council to consider.
- When time permits, the Office is reviewing the most updated modifications to the proposed State marijuana regulations as well as the City's property ownership.
- When time permits, the Office is working through the City owned property transfers/leases with the hope to get a comprehensive outline of City owned land.
- The City Clerk began the review of the Donlin Gold EIS, this review will continue as time will allow.

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# *Additional Information*

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