



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

Tuesday, May 10, 2016

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
May 10, 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

Byron Maczynski
Vice-Mayor
Term Expires 2016
545-0970
bmacyznski@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2017
543-2819
lalbertson@cityofbethel.net

Chuck Herman
Council Member
Term Expires 2016
545-5394
cherman@cityofbethel.net

Zach Fansler
Council Member
Term Expires 2016
545-3300
zfansler@cityofbethel.net

Nikki C. Hoffman
Council Member
Term Expires 2017
545-6653
nhoffman@cityofbethel.net

Alisha Welch
Council Member
Term Expires 2017
545-6026
arwelch@cityofbethel.net

Ann Capela
City Manager
543-2047
acapela@cityofbethel.net

Lori Strickler
City Clerk
543-1384
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) *4-26-2016 Regular Meeting Minutes P5
- 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)
- IX. UNFINISHED BUSINESS**
 - a) AM 16-19: Directing The City Clerk's Office To Establish An Ordinance And Operating Procedures To Commence By – Mail Elections For The 2017 Election Year (Council Member Herman) P25
- X. NEW BUSINESS**
 - a) *Resolution 16-18: Supporting YUUT Elitnaurviat's Proposed Building Addition To Accommodate Kuskokwim Learning Academy (City Manager Capela) P30
 - b) *Introduction Of Ordinance 16-14: Acquisition Of Easement From Yukon Kuskokwim Health Corporation (City Manager Capela) P35
 - c) *Introduction Of Budget Ordinance 15-14 (h): Amending The Fiscal Year 2016 Budget For Port Vehicle (City Manager Capela) P55

Agenda posted on May 4, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

(Items noted with an asterisk (*) are considered the consent agenda. Resolutions noted with an asterisk (*) will automatically be adopted 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 May 24, 2016)

If this meeting is recessed, it will be called to order at 6:30p. May 11, 2016



**City Council Meeting Agenda
Regularly Scheduled Meeting
May 10, 2016 – 6:30 pm
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City of Bethel Council Chambers**

- d) **Introduction Of Budget Ordinance 15-14 (i): Amending The Fiscal Year 2016 Budget For Accounting Contract Services –Connected Action Memo 16-36* (City Manager Capela) P56
- e) AM 16-33: Direct City Manager To Sign \$157,000 Grant From The Alaska Dept. Of Environmental Conservation, Village Safe Water Program, For Sewage Lagoon Design Services (City Manager Capela) P57
- f) AM 16-34: Approving The Social Media Policy For The City Of Bethel (City Manager Capela) P61
- g) AM 16-35: Approving The Contract Between The City Of Bethel And The University Of Alaska Fairbanks Cooperative Extension, 4-H Program (City Manager Capela) P67
- h) AM 16-36: Contract Amendment For Carmen Jackson CPA-*Connected Budget Ordinance 15-14 (i)* (City Manager Capela) P72
- i) **Personal Leave Request For City Attorney September 8-23 and October 12-28, 2016* (Mayor Robb)
- j) IM 16-02: Delta Western Fuel Contract Extension (City Manager Capela) P92

- XI. MAYOR'S REPORT**
- XII. MANAGER'S REPORTS**
- XIII. CLERK'S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**
- XV. ADJOURNMENT**

Agenda posted on May 4, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

Lori Stickler, City Clerk

(Items noted with an asterisk (*) are considered the consent agenda. Resolutions noted with an asterisk (*) will automatically be adopted 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 May 24, 2016)

If this meeting is recessed, it will be called to order at 6:30p. May 11, 2016

Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on April 26, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. PEOPLE TO BE HEARD

Grant Fairbanks- Spoke in favor of the Donlin Gold EIS comment letter and requested the Council consider sending it to the Army Corps of Engineers.

Mary Nanuwak – Stated, the Council and the Marijuana Advisory Committee shouldn't be concerned with what other communities are doing with their marijuana laws, the actions of other communities are not relevant to Bethel; the City should be establishing regulations that are the best for our community.

Shane Iverson, KYUK Radio Representative – Thanked the Council for their service as well as the City administration and staff for all of their hard work. Provided

information to the Council regarding Ordinance 16-12; Stated that although the Radio station broadcasts the City Council's regular meetings they would not have the staff time necessary to provide coverage of the meeting if it were recessed and picked up on the following day.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve The Consent Agenda and Regular Agenda.

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

Main Motion: Postpone Indefinitely Budget Ordinance 15-14 (g).

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

Amend the leave request for the City attorney to strike 17 and insert 27.

Main Motion:

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

VI. APPROVAL OF THE MEETING MINUTES

Item A – Regular City Council Meeting April 12, 2016

Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission

No one available to provide the report.

Port Commission

Council Representative, Alisha Welch –

Terminal Tariff is still being discussed with modification for consideration. The Commission will move forward on the construction of the new port office.

Planning Commission

No one available to provide the report.

Parks & Recreation Committee

No one available to provide a report.

Finance Committee

Council Representative, Leif Albertson –

A quorum of the body was not established, a meeting was not held.

Energy Committee

Council Representative, Zach Fansler –

A quorum of the body was not established, a meeting was not held. A special meeting will be scheduled in early May.

Public Works Committee

Council Representative, Byron Maczynski –

A quorum of the body was not established, a meeting was not held.

Marijuana Advisory Committee

Council Representative, Zach Fansler –

Will be discussing/reviewing code modifications will be presenting these modifications to the Council in May.

VIII. UNFINISHED BUSINESS

Item A – Public Hearing of Ordinance 15-14 (e): Amending The Fiscal Year 2016 Budget.

Vice-Mayor Maczynski opened the public hearing.

No one present to be heard.

Vice-Mayor Maczynski closed the public hearing.

Main Motion: A motion to adopt Budget Ordinance 15-14 (e), was made at the March 22, 2016 Regular Meeting. .

Moved by: Hoffman
Seconded by: Maczynski
Action: Motion does not carry by a vote of 0-4
In favor: -0
Opposed: Maczynski Albertson Fansler Welch

Main Motion: Suspend the rules to hear from the Finance Director, Hansel Mathlaw.

Moved by: Welch
Seconded by: Fansler
Action: Motion does not carry by a vote of 4-0
In favor: Maczynski Albertson Fansler Welch
Opposed: -0

Amend, to strike from the budget the 5% merit increases for the management employees; and Postpone until the next regular meeting.

Direct Administration to draft a separate budget modification for introduction on May 10, 2016 for a 3% merit increase for management employees.

Main Motion:

Moved by: Welch
Seconded by: Fansler
Action: Motion does not carry by a vote of 3-1
In favor: Maczynski Fansler Welch
Opposed: Albertson

Item B – Public Hearing Of Budget Ordinance 15-14 (g): Amending The Fiscal Year 2016 Budget In The Amount of \$23,000.00 For Contracts Services Electronic Controls For The Pool And \$19,000.00 Pool Operational Audit.

Postponed Indefinitely.

Item C – Public Hearing Of Ordinance 16-12: Amending Bethel Municipal Code 2.04, City Council, Providing For Recess Of Council Meetings.

Vice-Mayor Maczynski opened the public hearing.

Mary Nanuwak – People get tired of listening to the Council meetings when it appears people don't know what is going on.

Vice-Mayor Maczynski closed the public hearing.

Mayor Robb began his participation at 7:35 p.m. via telephone.

Main Motion: Adopt Ordinance 16-12.

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

Primary

Amendment: Amend B, to strike 11:00pm and insert 12:00am.

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

Primary Strike "Supermajority" and insert "unanimous consent" under
Amendment: Section B.

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

Item D – AM 16-25: Renewal Of Third Party Administrator With TPSC.

Main Motion: Approve AM 16-25.

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

Primary

Amendment: Amend the action to strike \$41,680 and insert \$44,184.

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

Item E – AM 16-26: Authorizing The City Manager To Release A Request For Proposals For Professional Services To Perform The Full Range Of Services Related To An Employee Classification And Compensation Study For The City Of Bethel.

A motion to approve was made at the April 12, 2016 Regular City Council Meeting.

Main Motion:

Moved by:	Hoffman
Seconded by:	Fansler
Action:	Motion does not carry by a vote of 3-2
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler

Primary Amendment: Amend to amend the intent of the RFP release to exclude the compensation study portion.

Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion does not carry by a vote of 3-2
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski

Main Motion: Brief at ease.

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

Item F – AM 16-28: To Approve The Purchase Of 15 Bus Shelters From Brasco International.

A motion to adopt was made at the April 12, 2016 Regular City Council Meeting.

Main Motion:

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

Main Motion: Suspend the rules to hear from John Sargent, Grant Manager.

Moved by:	Welch
Seconded by:	Fansler

Action: | Motion carries by a vote of 5-0
 In favor: | Robb Maczynski Albertson Fansler Welch
 Opposed: | -0

IX. NEW BUSINESS

Item A – AM 16-32: Approving Long Building Maintenance Contract For Bethel Aquatic Center.

Main Motion: Approve AM 16-32.

Moved by: | Welch
 Seconded by: | Fansler
 Action: | Motion carries by a vote of 5-0
 In favor: | Robb Maczynski Albertson Fansler Welch
 Opposed: | -0

Item B – IM 16-02: Vehicle Tracking System For City.

Item C – Personal Leave Request For City Attorney May 12, 13, 27 and 31, 2016.

Passed on the consent agenda.

Item D – Directing Administration To Send Letter/Comments Regarding The Donlin Gold EIS, To The Army Corps Of Engineers On The Behalf Of The Council.

Direct Administration to send the letter/comments regarding the Donlin Gold EIS, to the Army Corps of Engineers on behalf of the

Main Motion: Council.

Moved by: | Fansler
 Seconded by: | Albertson
 Action: | Motion does not carry by a vote of 2-3
 In favor: | Maczynski Fansler
 Opposed: | Robb Albertson Welch

Strike Mount Polley, BC Case study to include the photos as well as the Samarco, Brazil.

Main Motion:

Moved by: | Albertson
 Seconded by: | Fansler
 Action: | Motion carries by a vote of 4-1
 In favor: | Robb Maczynski Albertson Fansler
 Opposed: | Welch

Main Motion: Reconsideration of the Primary Amendment.

Moved by: Fansler
Seconded by: NAME
Action: Motion carries by a vote of 3-2
In favor: Robb Maczynski Albertson
Opposed: Fansler Welch

Main Motion: Postpone

Moved by: Fansler
Seconded by: Albertson
Action: Motion carries by a vote of 3-2
In favor: Maczynski Albertson Fansler
Opposed: Welch Robb

X. MAYOR'S REPORT

XI. MANAGER'S REPORT

XII. CLERK'S REPORT

XIII. COUNCIL MEMBER COMMENTS

Mayor Richard Robb –
Wished Timmy a happy birthday.

Vice-Mayor Byron Maczynski –
No comment.

Council Member Albertson –
No comment.

Council Member Zach Fansler –
Hoped everyone is being safe on the river.

Council Member Alisha Welch –
No comment.

XIV. ADJOURNMENT

Main Motion: Adjourn.

Moved by: Welch
Seconded by: Fansler
Action: Motion carries by a vote of 5-0
In favor: Robb Maczynski Albertson Fansler Welch
Opposed: -0

Council adjourned at 9:17 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees



City of Bethel

Committees and Commissions

Recommendation to City Council

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

Committee/Commission: Port Commission	Chairman: Alan Murphy
Date Submitted: April 25,2016	Council Rep: Alisha Welch
Issue: Muni-Dock and Small Boat Harbor FY-17 budgets. New Port Office, 950M Loader and the Active and Jung parcels.	
Recommendation: The Port Commission approved by unanimous consent (4-0), recommend the following :	
The Muni-Dock and SBH Fy-17 Budgets for <i>Materials, Supplies and Service and Personnel</i> that be paid for by the operating budgets. The use of other funds is detailed below.	
Seawall Maint. Account - 52-12300 – as of 1/31/16 the balance is \$1.875M dollars. The Port would like to use \$80,000 of this fund to purchase the Jung/Active parcels. ROW's for East Ave. and the parcels needed for the Bethel Bank Stabilization Project (BBSP).	
Dock Deferred Maint. Account - 52-12500 – as of 1/31/16 there is \$479,644 plus \$172,000 that needs to be transferred back into this account for a total of <i>\$660,000.00</i> attributed to this account. The Port would like to transfer <i>\$297,000.00</i> of this amount to purchase a new 950M Cat Loader. The funds would be transferred to the <i>Fleet Replacement Fund</i> .	
Fleet Replacement Fund - (58-50-470) – as of 4/13/16 the balance \$50,000.00. City Council passed a budget modification on 4/12/16 which gives us enough funds in the account to purchase a truck. I think that after the purchase of a truck three will be about \$10,000.00 dollars remaining. Unused funds could be used towards the purchase of the 950M loader.	
Port Office Fund – (Muni-Dock unrestricted funds) – 52-10100 – as of 1/31/16 -Bal. = <i>\$3.438M</i> – The Port is proposing to transfer <i>\$450,000 .00</i> (the exact amount needed will be known May16th) of this fund to the Port Office Fund-47-50-690. Currently there is \$500,000 budgeted for FY-16 with \$82,000.00 encumbered leaving a balance of \$418,000. The transferred funds would bring the balance total to <i>\$872,000 .00</i> that we would have to spend on a new office.	

Received by: _____
Date: _____



City of Bethel Police Dept.

PO Box 809
Bethel, AK 99559
Office| 543-3781 Fax| 543-5086

PUBLIC NOTICE
REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Tuesday, May 3rd, 2016 -7:00 p.m.
300 STATE HIGHWAY – CITY COUNCIL CHAMBERS
AGENDA

Members

Joan Dewey
Chair

Eileen Henrikson
Vice Chair

Chuck Herman
Council Representative

Naim Shabani

Julene Webber

Daniel Maczynski

Ex-Officio Members

Andre Achee
Chief of Police

William Howell III
Fire Chief

Christina Him
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF April 5th, 2016
- VI. CHIEFS' COMMENTS
Fire Chief
Police Chief
- VII. TRANSPORTATION INSPECTOR'S REPORT
- VIII. COUNCIL REPRESENTATIVE'S COMMENTS
- IX. UNFINISHED BUSINESS
 - A. PSTC's Recommendation to increase Police Officer Pay upon Academy Completion
 - B. Traffic Impact Analysis of the YKHC's hospital expansion project and Ayaprun Elitnaurvik's relocation to the Kipusvik Building (Ted Meyer, *City Planner*)
 - C. Increasing Cab Fare Rates (Commission Member Shabani)
- X. NEW BUSINESS
 - A. Amending BMC Title 5—Removing buses (Council Member Herman)
 - B. Consideration of a "Neighborhood Watch" program (Commission Member Maczynski)
- XI. COMMISSION MEMBER'S COMMENTS
- XII. ADJOURNMENT

Christina Him, *Recorder*

City of Bethel, Alaska

Public Safety & Transportation Commission

April 5, 2016

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on April 5th, 2016 in the Bethel City Hall Council Chambers.

This meeting was called to order at 7:05 pm.

II. ROLL CALL

Present: Joan Dewey *Chair*
Eileen Henrikson *Vice Chair*
Julene Webber
Naim Shabani
Daniel Macynski

Absent: Chuck Herman *Council Representative*

Ex-Officio Present: Andre Achee *Chief of Police and Acting Recorder*

Ex-Officio Absent: Bill Howell *Fire Chief*
Christina Him *Recorder and Transportation Inspector Designee*

III. PEOPLE TO BE HEARD

Ana Hoffman – *Wanted to thank the Bethel Police Department for their public service and the strong efforts being made to fill the vacancies. It is encouraged and empowering to see young people born and raised here in uniform and appreciates it very much. Would like to request reinforcing the prosecution of inebriates for persistently loitering, especially around BNC. Would like these inebriates to be prosecuted to the full extent of the law and not just taken into the care of the Sobering Center.*

IV. APPROVAL OF AGENDA

MOVED:	Henrikson	Motion to approve the agenda.
SECONDED:	Macynski	

VOTE ON MAIN MOTION	All in favor.
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V. APPROVAL OF MINUTES

MOVED:	Shabani	Motion to approve the minutes from the regular meeting of March 1, 2016.
SECONDED:	Henrikson	
VOTE ON MAIN MOTION	All in favor.	

VI. CHIEFS' COMMENTS

Chief Andre Achee – *See Report in Commission Packet for statistical data for the month of March.*

We have one officer currently still at the Academy, the other recruit was dismissed due to not being able to meet the strict academic standards. In the month of March, one of our Officers, Sammie Hendrix left. We are down to 5 officers 3 sergeants and 2 patrol officers. We offered two conditional offers this month, one declined due to pay and the other accepted. We are still actively recruiting; most people applying are from the lower 48.

We just transferred William Charles from CSP to the vacant CSO position. He with Derek will be working together in the training phase as CSO. We are finishing up our interview process for our vacant CSP position. We also extended a conditional offer to a local gentleman in town who accepted and is scheduled to start on the 11th of this month.

We did have an armed-stand-off situation that occurred; the gentleman was upset, semi-suicidal and discharged firearms in his residence a few times. Our officers in town responded, one came back early from vacation to assist. The troopers were able to assist; they contacted their SERT (Special Emergency Response Team) from Fairbanks because it was a barricaded subject with the possibility of serious injuries on either side. It came to a peaceful resolution in the end, the gentleman surrendered and taken into custody without any incidences.

There was a death investigation on Friday during Camai weekend. There is no foul play suspected. It is unclear whether or not he crashed his snow machine and he ended up either drowning or dying of hypothermia. We contacted the medical examiner's office and we should be getting some sort of pulmonary cause of death by the end of this week.

VII. TRANSPORTATION INSPECTOR REPORT

See Report in Commission Packet

VIII. COUNCIL MEMBER'S COMMENTS

Council Member Herman – *Absent*

IX. SPECIAL ITEM OF BUSINESS

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

Received an email from Council Member Herman addressing the concerns with the huge increase of traffic around these areas.

See Report in Commission Packet

X. UNFINISHED BUSINESS

None

XI. NEW BUSINESS

A. Declaring Commission Seat Vacant, per Bethel Municipal Code 2.52.070 A2 *Discussed, commission seat vacancy due to BMC 2.52.070 A2 regarding Commission member Deborah White.*

B. Increasing Cab Fare Rates (Commission Member Shabani) *Discussed, no action taken.*

XII. COMMISSION MEMBER COMMENTS

Joan Dewey – *I just want to welcome Daniel, I think it's great that we have another member and another area of expertise in the community.*

Daniel Macynski – *I was wondering later, maybe down the line, one of the main things I wanted to be a part of this commission was to maybe help set up a neighborhood watch, keep an eye on juvenile/kids, helping the police, and having the public support. Another reason I am really motivated because basically in the past two years, I had three incidences or more where people have gone into City Sub and my neighborhood and broken into my vehicles in City Sub.*

Chief Andre Achee – *Two items I forgot to mention, on the April 12th council meeting, there is an action memorandum regarding a grant on an enhanced E-911 system. Our equipment is extremely old, and we were able to receive a federal grant to upgrade it. We're hoping that it should be done and if everything is approved, by the end of summer the new system will be implemented. Within a year from that date, we are hoping that we can be in Phase 2*

compliance which can track 911 calls made by cell phones. This is available in most road-system areas. Phase 2 compliant means that the phone number comes up and the name of the person who registered that number. This can be done on land lines; however we weren't able to track it on cell phones. Everything will be funded by this federal homeland security grant.

The next thing is the submission of our budget, the only thing the PD asks for is status quo. We are asking for one additional dispatcher position. Currently we have 4 dispatchers and 1 dispatch supervisor. The minimum staffing is 4 dispatchers because we run 24 hours/day and the dispatch supervisor fills in if needed, however the dispatch supervisor has a lot of other collateral duties. The additional 5th dispatcher position will help cover vacations and in cases that we have high turn-overs.

Eileen Henrikson – *Just a reminder there are career fairs, tomorrow at the high school and on the 20th at the Cultural Center.*

XIII. ADJOURNMENT

MOVED:	Henrikson	Motion to adjourn.
SECONDED:	Webber	
VOTE ON MAIN MOTION	All in favor.	

Meeting adjourned at 9:00 pm.

APPROVED THIS _____ DAY OF _____, 2016.

Christina Him, Recorder

Joan Dewey, Chair

City of Bethel, Alaska

Public Works Committee Minutes

April 20, 2016

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular Public Works Committee Meeting was scheduled for April 20, 2016 at the council chambers of the City Hall, Bethel, Alaska. The meeting was called to order at 6:30 pm by Joseph Klejka.

II. ROLL CALL:

The following were present: Joseph Klejka, Scott Guinn, and Delbert Egoak.

Excused absence(s): Robert Champagne, Bryon Maczynski, and Jennifer Dobson.

Also Present:

Public Works Director, Muzaffar Lakhani
Committee Recorder, Pauline Boratko

April 20, 2016 meeting adjourned at 6:33 pm due to lack of quorum.

APPROVED THIS _____ DAY OF _____, 2016.

Pauline R. Boratko
Recorder of Minutes

Joseph Klejka
Chair



City of Bethel, Alaska

Parks, Recreation, Aquatic, Health & Safety Center Committee Agenda
Regular Meeting **May 9, 2016 – 6:00pm-8:00pm** City Hall 300 State Highway

Michelle DeWitt
Committee Chair
Term Expires 12/2017

Judy Wasierski
Committee Co Chair
Term Expires 12/2018

Kathy Hanson
Committee Member
Term Expires 12/2018

Barbara Mosier
Committee Member
Term Expires 12/2018

Beverly Hoffman
Committee Member
Term Expires 12/2018

Mary Weiss
Committee Member
Term Expires 12/2018

Rick Robb
Council Rep
Term Expires 10/2017

Matthew Ross
Parks and Recreation Rep.

Raunicka Ray
Pool/Health Center Rep.

Kathryn Baldwin
Alternate Committee Member
Term Expires 12/2017

Brian Lefferts
Alternate Committee Member
Term Expires 12/2017

Muzaffar Lakhani
Public Works Director

Pauline Boratko
Committee Recorder

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON**
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF THE MINUTES**
 - a. April 11, 2016
- VI. SPECIAL ORDER OF BUSINESS**
- VII. DEPARTMENT HEAD REPORT**
- VIII. UNFINISHED BUSINESS**
 - a. Trails- Funding, Safety, Updates
 - b. Pool- Pool Operator RFP (Request for Proposal) Review, Operation, & Maintenance
 - c. Corporate Discounts- Update
 - d. Pool Temp & Marketing Sub Committee Reports
 - e. Pool Financial Audit Report & Facility Performance Audit Report- Update
 - f. Website- Development of Fitness Center
 - g. LONG Buildings Report & City follow up to report
 - h. 4th of July Planning
 - i. Dog Park Development
 - j. Tobacco Tax Allocation- Parks & Recreation Distribution
 - k. Physical Facility Subcommittee Development (Mechanical)
 - l. Status of Outstanding recommendations & action memorandums to the City Council
- IX. NEW BUSINESS**
 - a. David Moore/Architects Alaska recommendations/report
 - b. Listings Review of all contracts related to the Pool & Fitness Center
 - c. Fiscal Year 2017 Park/Recreation proposed budget review
 - d. Individual to provide report to next City Council Meeting
 - e. Pinky's Park Improvement Project Grant
 - f. Log Cabin Use/Update
- X. ADJOURNMENT**

Pauline Boratko, Committee Recorder

Posted_at City Hall, AC, Post Office, Corina's

Special Order of Business

Unfinished Business

City of Bethel Action Memorandum

Action memorandum No.	16-19		
Date action introduced:	March 8, 2016	Introduced by:	Council Member Herman
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Direct City Clerk's Office to Establish An Ordinance And Operating Procedures To Commence By-Mail Elections For The 2017 Election Year.

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s): Going Postal: How All-Mail Elections Influence Turnout. This document provides research support to the voter turnout in Oregon was greater for the communities holding vote by-mail elections (18.7%) than those holding in person elections (45.2%).

Amount of fiscal impact		Account information:
None	Staff Time	

The City Clerk's Office has spent a lot of time over the course of the last few weeks researching the Election by Mail process however, much more will need to be accomplished prior to a code modification. Prior to dedicating additional time on this project, the City Clerk's Office would like assurance from the City Council, there is support for the transition and that this is a priority for the Council.

Voting by mail is becoming increasingly popular. Many Alaskan communities provide by-mail elections for special elections and the states of Oregon, Colorado and Washington administer by-mail elections for all state elections.

Why are by-mail elections becoming a popular option? Many believe it is more cost effective than the administering of in-person elections, eliminating the need of having poll workers the day of election. Second, some statistics indicate a by-mail election will increase participation among voters. Third, it gives voters a longer opportunity to study the ballot and find answers to their questions. Fourth, it would improve accessibility and voter convenience.

The voter turnout in Bethel is typically low; 24.31% in 2015, 15.85% in 2014, 12.71% in 2013, and 7.49% in 2012. The primary reason for the City of Bethel to consider moving to a by-mail election is to increase these numbers. Studies have shown that moving to a by-mail election process for local government, will increase voter turnout.

Moving to a by-mail election process is more involved than a modification to the Bethel Municipal Code. The process must be transparent, accessible and accurate. If the City of Bethel is not fully prepared for elections by mail, a combination of voter and administrative errors can degrade election integrity.

Vote-By Mail System AM 16-19

During the March 8, 2016, Council Meeting the City Council considered AM 16-19, directing the City Clerk's Office to Establish an Ordinance and Operating Procedures to commence By-Mail Elections for 2017. During this consideration there were a few areas brought up that needed additional clarification for the Council to make a determination on the action.

The City Clerk's Office met with a number of vendors, USPS, the State of Alaska Division of Elections Director, and other clerks within the State of Alaska as well as Oregon regarding by-mail election processes. From those discussions, the following information is being provided to the Council to assist in making a final determination on their direction to the City Clerk's Office to progress to by-mail elections.

Voter Signature Verification

At this point in time, the City Clerk would not have the ability to verify signature on the "Voters Oath" provided on the returned ballot, with the signature of the voter's registration. Other states that conduct their elections by mail have a signature capture system in place that provides a photo of the voters' signature in each individual voter record. This is used to prevent voter fraud.

Solution Option

Until such time the State is able to provide signature verification which is in the works but still a few years out, include in the code a requirement that an Affidavit be printed on the ballot envelope stating:

"The return envelope shall have printed upon it an affidavit by which the voter shall declare name, residence address, mailing address, and voter identifier, followed by a provision for attestation by a person qualified to administer oath or two attesting witnesses who are at least 18 years old. "

Cost for Mailing Ballots

The quoted estimates for the mailing of the 3,600+ ballots to the voters are \$0.47 per mailing to the voter and \$0.58 for each ballot returned by mail. This estimate of \$2,318.00 for mailing of the ballots was based on priority mailing which we would need if we continued with the same election time-frame for deadlines on ballot propositions, declaration of candidacies, etc.

Solution Option

The cost can be reduced (only estimates provided) to about \$0.20, per ballot for mailing out if they were by first class mail. The cost would be the same for the return mailing of \$0.58 for each ballot. Although the costs would be less, it would mean the timeline for the election would

Vote-By Mail System AM 16-19

have to change moving the deadlines back 20-30 days due to the extended timeframe to get the ballots to the voter.

Although there is a less expensive option for the ballot mailing, it would not be the recommendation of the City Clerk’s Office or the USPS to mail ballots by first class mail.

Estimated Costs		To Election Office (based on 30% total voters)	Estimated Total
Ballot Mailing	To Voter		
Priority Mailing Estimates	\$0.47 X 3,600 = \$1692	\$0.58 X 1,080 = \$626.40	\$2,318
First Class Mailing Estimates	\$0.20 X 3,600= \$720	\$0.58 X 1,080= \$626.40	\$2,066

Tracking the Voting Process

One concern brought to election offices by by-mail voters around the U.S., is the need for a ballot tracking process. Some by-mail voters in other areas expressed concerns that they were not able to determine if their ballot had been received/accepted by the election office within the ballot deadline.

Solution Option

Having limited personnel, the City Clerk’s Office would implement a ballot tracking option for the voters if the community progressed to by mail elections. There are options available for about \$5,000 per year regardless of the number of elections held. The office sat in on a demonstration of this tracking system which would include a portal for the voter to log in to, to see when the ballot was printed, mailed, and received by the elections office. The system would also provide text, voice and/or email notification to the voter of their ballot status.

Due to our location, this option would not allow the tracking of the ballots through the USPS.

Cost of by-mail Election

Type of Election	Poll Workers	Canvass Board	Ballots-Printed (\$0.69 ea)	Ballots –USPS to Voter/Return	*Ballot Envelopes (\$1.09)	Ballot Tracking Software	Total
In Person	\$1,330	\$120	\$1,313 (1,950 ballots)	-----	-----	-----	\$2,763
By Mail	-----	\$200	\$2,814 (4,200 ballots)	\$1692/\$626.40=\$2,318	\$3,967 (3,640 pieces)	\$5,000	\$14,299

*Ballot Envelopes includes the Mail Prep. database merge and name printing; Secrecy sleeve with voting instruction printed on them, inner reply envelope with peel and seal adhesive and outer window envelope.

The above breakdown does not include costs for the election which would remain the same such as advertising, ballot translation and memory card programming. It also doesn’t account

Vote-By Mail System AM 16-19

for the staff time saved in coordinating the in person election, set up, absentee in person and cleanup of the facility. This portion of the total would be difficult to calculate initially but would most likely have a gradual decline as the office and the community becomes more comfortable and familiar with by mail election processes.

Solution Option

Although the cost of the election would be higher in price, it is proven through other by-mail processes; the participation of voters will most likely increase due to voter convenience. Additionally, it would allow the voter more time with the ballot, to research the candidates and issues providing for an “election period” as opposed to an “election day.”

New Business

Introduced by: City Manager Capela
Date: May 10, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution #16-18

A RESOLUTION BY THE BETHEL CITY COUNCIL SUPPORTING YUUT ELITNAURVIAT'S PROPOSED BUILDING ADDITION TO ACCOMMODATE KUSKOKWIM LEARNING ACADEMY

WHEREAS, on March 12, 2002, the City of Bethel passed Resolution 02-07 supporting Yuut Elitnaurviat's and supporting the donation of 10 acres of City land to Yuut Elitnaurviat for use to build its center;

WHEREAS, on February 25, 2003, the City of Bethel passed ordinance number 02-33 authorizing the disposal of 10.3 acres of land to Yuut Elitnaurviat for use to construct and operate a center;

WHEREAS, as a result of the February 25, 2003, the City issued a Quitclaim Deed Subject to Conditions to Yuut Elitnaurviat on February 26, 2003;

WHEREAS, the only condition imposed in the quitclaim deed was the condition the land be used for educational and vocational learning purposes only otherwise the land was to revert back to the City of Bethel;

WHEREAS, on November 3, 2015, the Lower Kuskokwim School District suffered a catastrophic fire, displacing students from the Kuskokwim Learning Academy (KLA) and the Ayaprun Elitnaurviat elementary school;

WHEREAS, Yuut Elitnaurviat has applied to the U.S. Department of Commerce (EDA) for approval to expand one of its buildings in order to accommodate KLA;

WHEREAS, the EDA is requesting documentation from the City that (1) the proposed use is consistent with the covenant contained in the quitclaim deed and (2) that the City supports Yuut Elitnaurviat's proposal to expand the TESS building to provide sufficient room for KLA;

WHEREAS, because KLA is a part of the Lower Kuskokwim School District and provides education, its location at Yuut Elitnaurviat is consistent with the terms of the 2003 quitclaim deed; and

WHEREAS, the City of Bethel supports Yuut Elitnaurviat's proposal to expand its current facilities in order to provide adequate space to house and support KLA.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Bethel finds the proposed use is consistent with the terms of the 2003 quitclaim deed.

Introduced by: City Manager Capela
Date: May 10, 2016
Action:
Vote:

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City of Bethel supports the expansion of Yuut Elitnaurviat's current facilities to provide additional space to house the Kuskokwim Learning Academy.

PASSED AND APPROVED THIS ____ DAY OF ____ 2016, BY A ____ VOTE IN FAVOR AND A ____ VOTE IN OPPOSITION.

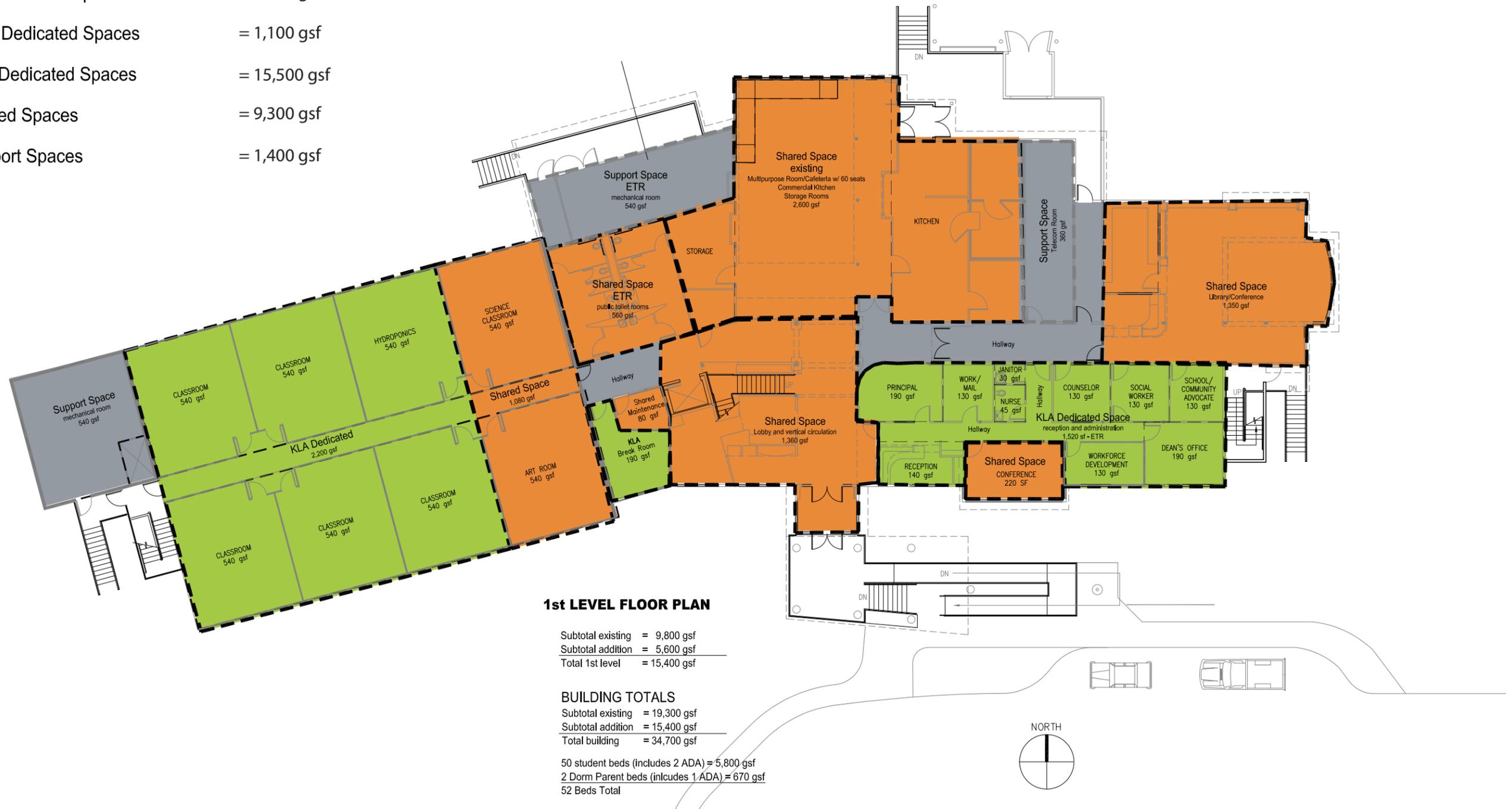
Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Space Allocation Legend and Totals

 YE Dedicated Spaces	= 4,300 gsf
 ABE Dedicated Spaces	= 1,100 gsf
 KLA Dedicated Spaces	= 15,500 gsf
 Shared Spaces	= 9,300 gsf
 Support Spaces	= 1,400 gsf

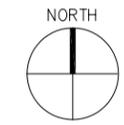


Yuut Elitnaurviat, Inc.
Kuskokwim Learning Academy

TESS 1st Level Plan - Existing and Proposed
Livingston Slone, Inc.

Space Allocation Legend

- YE Dedicated Spaces
- ABE Dedicated Spaces
- KLA Dedicated Spaces
- Shared Spaces
- Support Spaces



Yuut Elitnaurviat, Inc.
Kuskokwim Learning Academy

TESS 2nd Level Plan - Existing and Proposed
Livingston Slone, Inc.

Space Allocation Legend

- YE Dedicated Spaces
- ABE Dedicated Spaces
- KLA Dedicated Spaces
- Shared Spaces
- Support Spaces



3rd LEVEL FLOOR PLAN

TOTAL GROSS = 6,500 SF

3rd Level Addition = 4,900 gsf

26 student beds (includes 2 ADA)

2 Dorm Parent beds (includes 1 ADA)

28 Beds Total

Plumbing Fixtures (WC, sink, shower)

6 student shower rooms (includes 1 ADA)

1 Dorm Parent bathrooms (ADA)



Introduced by: City Manager, Ann K. Capela
Date: May 10, 2016
Public Hearing: May 24, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16- 14

AN ORDINANCE AUTHORIZING THE ACQUISITION OF THREE UTILITY EASEMENTS FROM THE YUKON-KUSKOKWIM HEALTH CORPORATION

- Whereas,** the City of Bethel "City" has a grant from the State of Alaska (designated legislative grant) to provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi phase project to supply water and collect sewer through described real property, including alignment of mains and service lines and other utilities through easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire various easements across the properties involved in the I.C. water/sewer project;
- Whereas,** the proposed easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for the I.C. Project;
- Whereas,** in accordance with Section 4.08.020 of Bethel Municipal Code, the City Council hereby authorizes the acquisition of three (3) easements from the Yukon Kuskokwim Health Corporation, as set forth in this ordinance;

Easement #1

- Whereas,** A portion of Lot 10, U.S. SURVEY 4117, according to the official Bureau of Land Management, May 9, 1966, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

The easement being more particularly described as follows:

Beginning at Corner 1 of U.S. Survey 4117, which is coincident with Corner 2 of U.S. Survey 4000, thence N. 87°09'W, 6.63 chains, thence S.13°59'W.20.43 chains to the true point of beginning, thence S.13°59'W.7.49 chains to Corner 2, which is a point in the center of the Right-of-Way for the Bethel Airport Road and is the Southeast Corner of Lot 10 of U.S. Survey 4117, thence N.76°53'W.3.34 chains to Corner 3,

Introduced by: City Manager, Ann K. Capela
Date: May 10, 2016
Public Hearing:
Action:
Vote:

thence N.13°59'E. 7.49 chains to Corner 4, thence S.76°53'E. 3.34 chains to the true point of beginning; EXCEPTING THEREFROM that portion conveyed to the State of Alaska, Department of Highways by Quitclaim Deed recorded August 28, 1968 in Book 16 at Page 269.

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet. Beginning at the northwest corner of the said portion of Lot 10 as described in said Statutory Warranty Deed, being the True Point of Beginning for this description; thence on the north line thereof S76°42'05"E 220.77 feet to the northeast corner of Lot 10; thence on the east line thereof S13°57'49"W 57.58 feet; thence departing said east line N76°02'11"W 15.00 feet; thence N13°57'49"E 42.40 feet; thence N76°42'05"W 205.77 feet to the west line of said Lot 10; thence on the west line thereof N13°58'57"E 15.00 feet to the True Point of Beginning. Said easement embraces an area of 3,949 square feet, more or less as calculated from said courses and distances.

Easement #2

Whereas, The easement consists of portion of Lot 49, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

The easement is more particularly described as follows:

Beginning at the southwest corner of said Lot 49, being the True Point of Beginning for this description; thence on the west line thereof N00°00'17"E 497.07 feet to an angle point on said west line; thence N09°45'57"E 74.93 feet to the northwest corner of said Lot 49; thence on the north line thereof S87°00'03"E 15.11 feet; thence departing said line S09°45'57"W 75.43 feet; thence S00°00'17" W 498.40 feet to a point on the south line of said Lot 49; thence said line N80°08'48"W 15.22 feet to the True Point of Beginning. Said easement embraces an area of 8,594 square feet, more or less as calculated from said courses and distances.

Introduced by: City Manager, Ann K. Capela
Date: May 10, 2016
Public Hearing:
Action:
Vote:

Easement #3

Whereas, The easement consists of a portion of Lot 2, U.S. SURVEY 4000, according to the official Bureau of Land Management Survey Plat thereof, officially filed December 22, 1989, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

The easement is more particularly described as follows:

Beginning at the northeast corner of said Lot 2, being the True Point of Beginning for this description; thence on the east line thereof S24°33'37"E 331.58 feet to the southeast corner of said Lot 2 also being a point on a non-tangent curve concave to the southeast having a radius of 770.20 feet whose center bears S04°15'42"W; thence on the southerly line thereof, southwesterly on said curve 17.02 feet through a central angle of 01°15'58"; thence departing said southerly line N24°33'37"W 308.53 feet; thence S65°23'55"W 449.19 feet; thence N65°19'03"W 19.79 feet to the northerly line of Lot 2; thence on said northerly line N65°23'55"E 477.11 feet to the True Point of Beginning. Said easement embraces an area of 11,747 square feet, more or less as calculated from said courses and distances.

NOW, THEREFORE BE IT ORDAINED, the City, hereby accepts and shall record the three public (3) utility easements from the Yukon Kuskokwim Health Corporation.

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

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

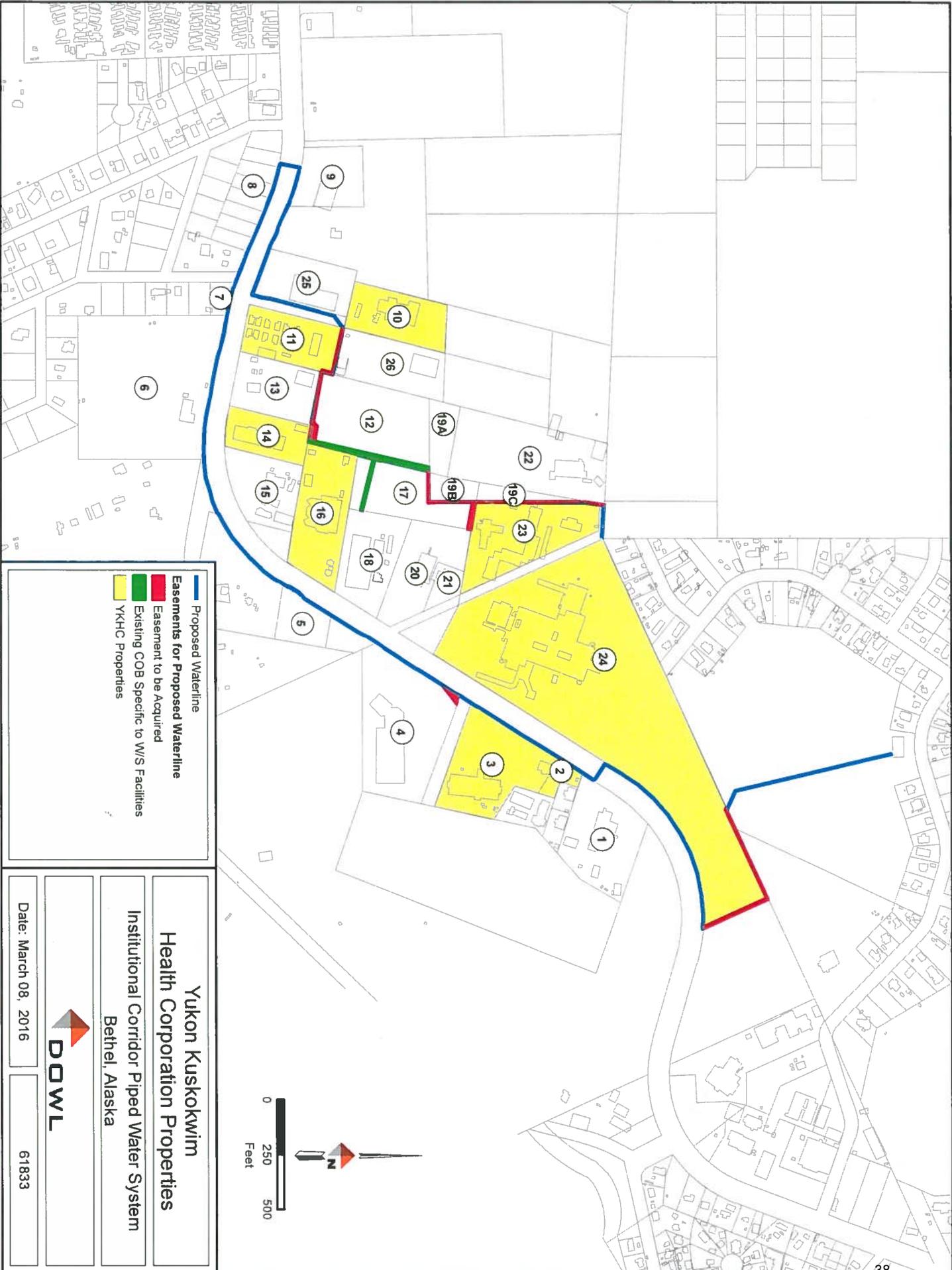
SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

ENACTED THIS _____ DAY OF MAY 2016, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk



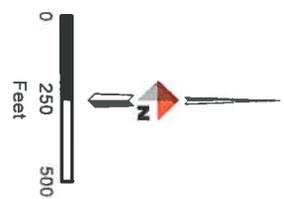
- Proposed Waterline
- Easements for Proposed Waterline
- Easement to be Acquired
- Existing COB Specific to W/S Facilities
- YKHC Properties

**Yukon Kuskokwim
Health Corporation Properties**

Institutional Corridor Piped Water System
Bethel, Alaska



Date: March 08, 2016 61833



PUBLIC UTILITY EASEMENT

This Grant of Easement is made this 21st day of April, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called **Grantor**, whose address is P.O. Box 528, Bethel, Alaska 99559, and the **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City" **Grantee**, whose address is P.O. Box 1388, Bethel, Alaska 99559.

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

A portion of Lot 10, U.S. SURVEY 4117, according to the official Bureau of Land Management, May 9, 1966, located in the Bethel Recording District, Fourth Judicial District, State of Alaska, said portion being more particularly described as follows:

Beginning at Corner 1 of U.S. Survey 4117, which is coincident with Corner 2 of U.S. Survey 4000, thence N. 87°09'W, 6.63 chains, thence S.13°59'W.20.43 chains to the true point of beginning, thence S.13°59'W.7.49 chains to Corner 2, which is a point in the center of the Right-of-Way for the Bethel Airport Road and is the Southeast Corner of Lot 10 of U.S. Survey 4117, thence N.76°53'W.3.34 chains to Corner 3, thence N.13°59'E. 7.49 chains to Corner 4, thence S.76°53'E. 3.34 chains to the true point of beginning; EXCEPTING THEREFROM that portion conveyed to the State of Alaska, Department of Highways by Quitclaim Deed recorded August 28, 1968 in Book 16 at Page 269.

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

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet. Beginning at the northwest corner of the said portion of Lot 10 as described in said Statutory Warranty Deed, being the True Point of Beginning for this description; thence on the north line thereof S76°42'05"E 220.77 feet to the northeast corner of Lot 10; thence on the east line thereof S13°57'49"W 57.58 feet; thence departing said east line N76°02'11"W 15.00 feet; thence N13°57'49"E 42.40 feet; thence N76°42'05"W 205.77 feet to the west line of said Lot 10; thence on the west line thereof N13°58'57"E 15.00 feet to the True Point of Beginning. Said easement embraces an area of 3,949 square feet, more or less as calculated from said courses and distances.

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

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

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

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

Dated this 21st day of April, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: *Esai Twitchell Jr.*
Esai Twitchell Jr., Chairman
YKHC Executive Board of Directors

By: *[Signature]*
Daniel Winkelman, President and CEO
Yukon Kuskokwim Health Corporation

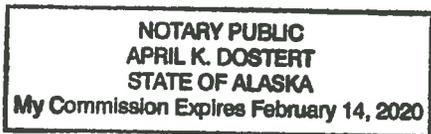
ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 21st day of April, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]



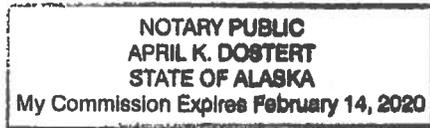
April K. Dostert
Notary Public in and for the State of Alaska
My Commission Expires: 2/14/2020

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 21st day of April, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]



April K. Dostert
Notary Public in and for the State of Alaska
My Commission Expires: 2/14/2020

CERTIFICATE OF ACCEPTANCE

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

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

By: _____
Richard Robb, Mayor

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

LOT 10B
Plat No.
2002-17

TRUE POINT
OF
BEGINNING

LOT 10C
U.S. SURVEY 4117

Plat No. 2002-17

CALISTA DR.
N13°58'57"E 445.33'

NW COR LOT 10

S76°42'05"E 220.77'

N76°42'05"W 205.77'

15'

11a

15'

42.40' 0"
N13°57'49"E

57.58'

PORTION OF
LOT 10
U.S. SURVEY 4117
Statutory Warranty Deed
2006-001825-0

N76°02'11"W
15.00'

S13°57'49"W 439.47'

LOT 9

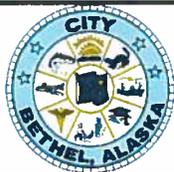


PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL
PUBLIC WORKS DEPARTMENT

INSTITUTIONAL CORRIDOR PIPED
WATER DELIVERY SYSTEM



OWNER'S INITIALS: _____

PAGE 6 OF 6 DATED _____

EXISTING PARCEL AREA: ± 97,839 S.F.
ROW ACQUISITION TYPE: PUE
ROW ACQUISITION AREA: ± 3,949 S.F.
SCALE: 1"=40'

DATE: DEC 2015
PARCEL No. 11a

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this 21st day of April, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called **Grantor**, whose address is P.O. Box 528, Bethel, Alaska 99559, and the **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City" **Grantee**, whose address is P.O. Box 1388, Bethel, Alaska 99559.

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

Lot 49, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

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

Beginning at the southwest corner of said Lot 49, being the True Point of Beginning for this description; thence on the west line thereof N00°00'17"E 497.07 feet to an angle point on said west line; thence N09°45'57"E 74.93 feet to the northwest corner of said Lot 49; thence on the north line thereof S87°00'03"E 15.11 feet; thence departing said line S09°45'57"W 75.43 feet; thence S00°00'17"W 498.40 feet to a point on the south line of said Lot 49; thence said line N80°08'48"W 15.22 feet to the True Point of Beginning. Said easement embraces an area of 8,594 square feet, more or less as calculated from said courses and distances.

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

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

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

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

Dated this 21st day of April, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: 
Esai Twitchell Jr., Chairman
YKHC Executive Board of Directors

By: 
Daniel Winkelman, President and CEO
Yukon Kuskokwim Health Corporation

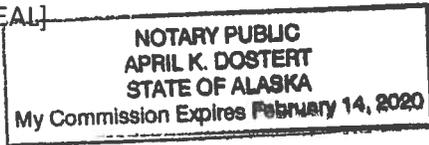
ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 21st day of April, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]



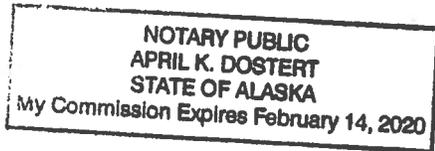
April K. Dostert
Notary Public in and for the State of Alaska
My Commission Expires: 2/14/2020

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 21st day of April, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]



April K. Dostert
Notary Public in and for the State of Alaska
My Commission Expires: 2/14/2020

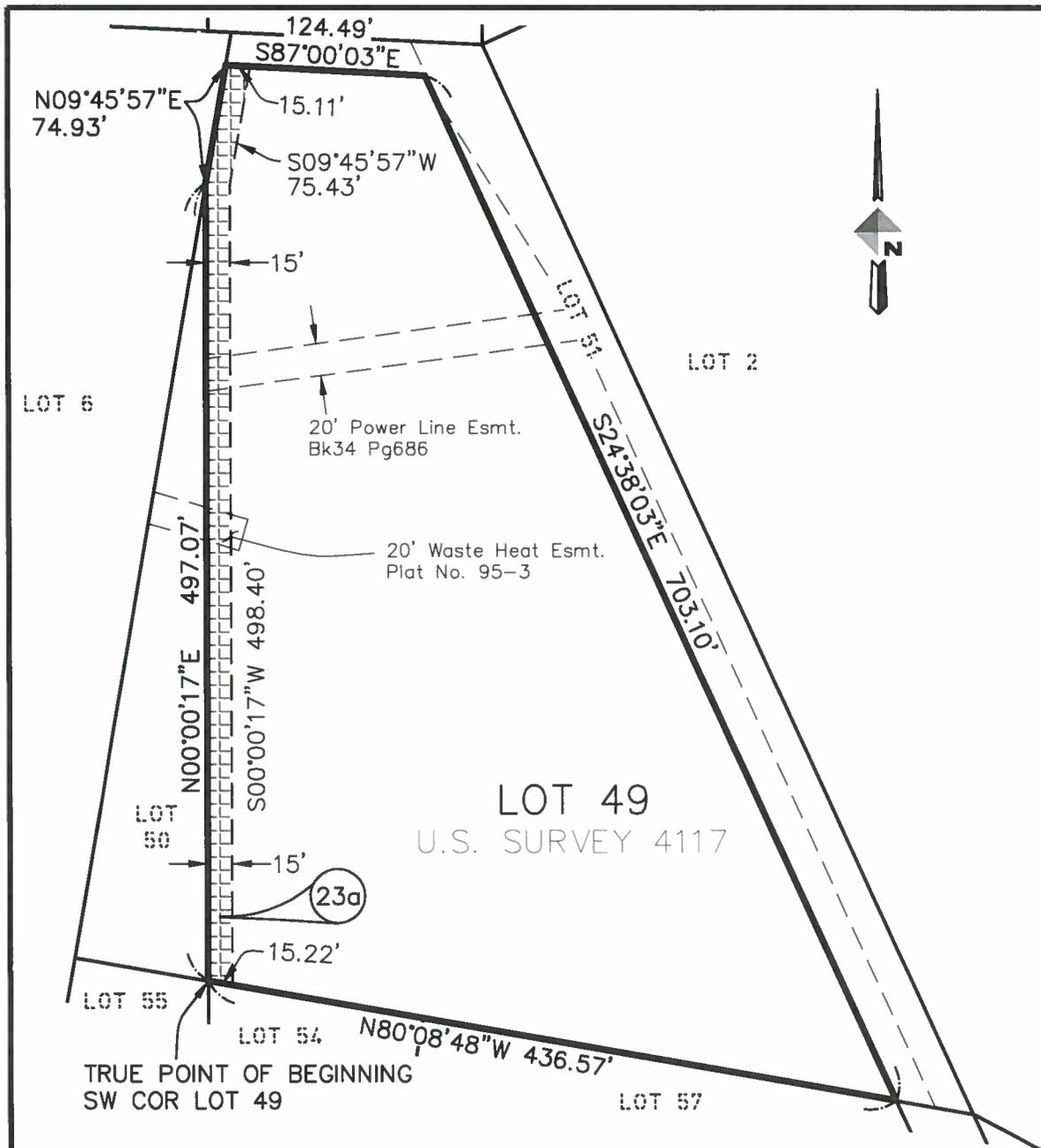
CERTIFICATE OF ACCEPTANCE

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

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

By: _____
Richard Robb, Mayor

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



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±165,189 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE 5 OF 5 DATED _____		ROW ACQUISITION AREA: ± 8,594 S.F.
		SCALE: 1"=100'	DATE: FEB 2016 PARCEL No. 23a

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this 21st day of April, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called **Grantor**, whose address is P.O. Box 528, Bethel, Alaska 99559, and the **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City" **Grantee**, whose address is P.O. Box 1388, Bethel, Alaska 99559.

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

Lot 2, U.S. SURVEY 4000, according to the official Bureau of Land Management Survey Plat thereof, officially filed December 22, 1989, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

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

Beginning at the northeast corner of said Lot 2, being the True Point of Beginning for this description; thence on the east line thereof S24°33'37"E 331.58 feet to the southeast corner of said Lot 2 also being a point on a non-tangent curve concave to the southeast having a radius of 770.20 feet whose center bears S04°15'42"W; thence on the southerly line thereof, southwesterly on said curve 17.02 feet through a central angle of 01°15'58"; thence departing said southerly line N24°33'37"W 308.53 feet; thence S65°23'55"W 449.19 feet; thence N65°19'03"W 19.79 feet to the northerly line of Lot 2; thence on said northerly line N65°23'55"E 477.11 feet to the True Point of Beginning. Said easement embraces an area of 11,747 square feet, more or less as calculated from said courses and distances.

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

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

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

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

Dated this April^{21st} day of April, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: 
Esai Twitchell Jr., Chairman
YKHC Executive Board of Directors

By: 
Daniel Winkelman, President and CEO
Yukon Kuskokwim Health Corporation

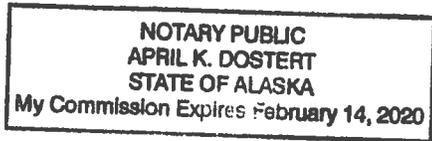
ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 21st day of April, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]



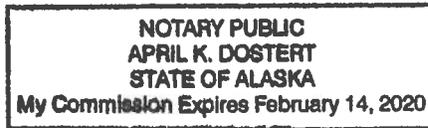
April K. Dostert
Notary Public in and for the State of Alaska
My Commission Expires: 2/14/2020

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this 21st day of April, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

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

[NOTARY SEAL]



April K. Dostert
Notary Public in and for the State of Alaska
My Commission Expires: 2/14/2020

CERTIFICATE OF ACCEPTANCE

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

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

By: _____
Richard Robb, Mayor

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

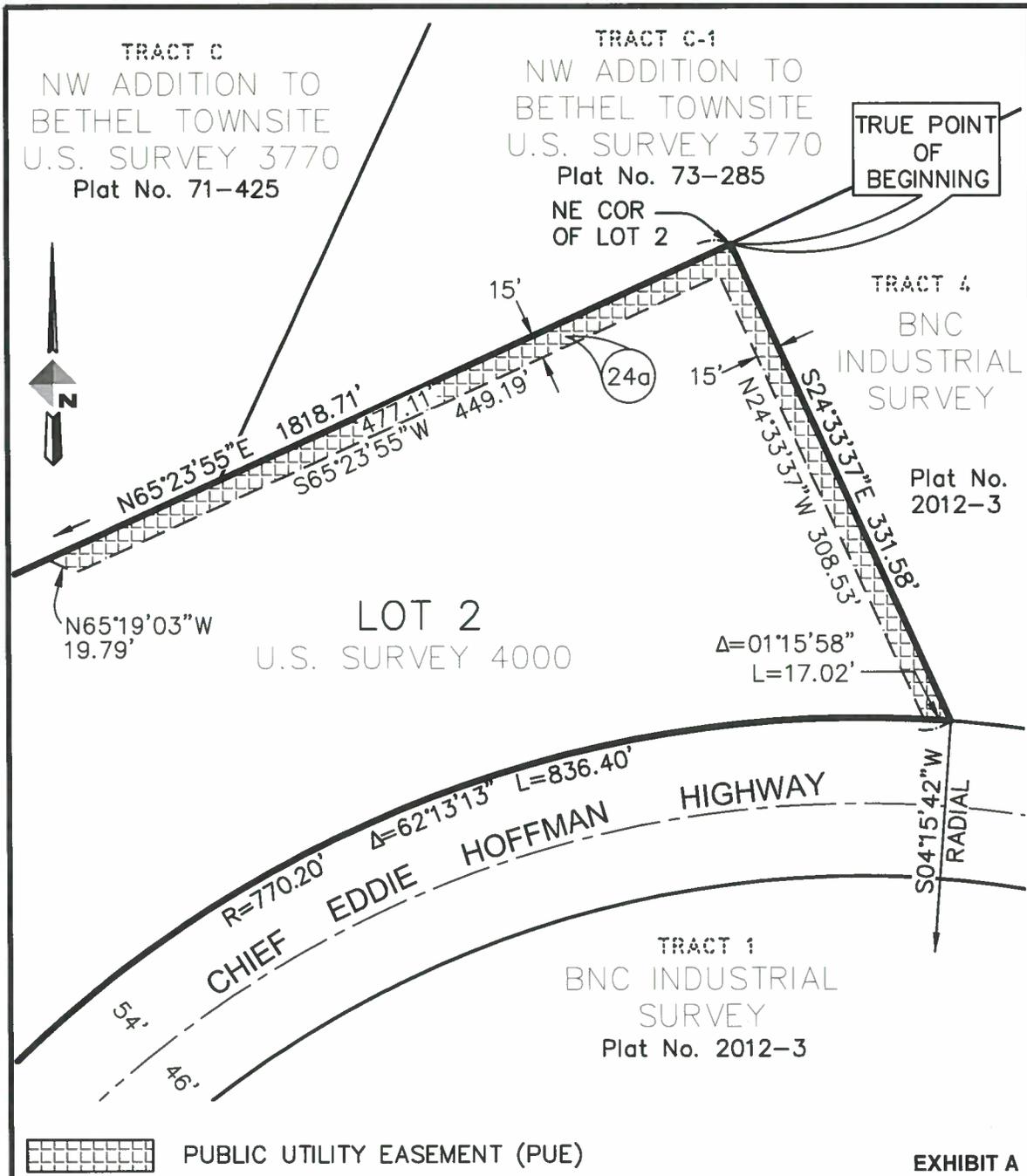


EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±908,747 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE 5 OF 5 DATED _____	SCALE: 1"=100'	DATE: DEC 2015 PARCEL No. 24a

Action:
 Vote:

CITY OF BETHEL, ALASKA

ORDINANCE # 15-14 (h)

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.

Fleet Replacement Fund (58)

Budget Modification

Changes to Fleet Replacement

	Increases	
58-50-698	Port Vehicles	25,225
	Total Increases	25,225
	Decreases	
	Total Decreases	0
TOTAL	Net Change to Port	25,225

	TOTAL CHANGE TO Fleet Replacement REVENUES	
58-43-411	Insurance Proceeds	25,225
	Total Increases	25,225
	Total Decreases	-
	Cumulative Change Fleet Replacement	25,225

	TOTAL CHANGE TO Fleet Replacement	
	Change to Fleet Replacement Fund Revenues	25,225
	Change to Fleet Replacement Fund Appropriations	25,225
	Cumulative Increase/Decrease to Fleet Replacement Fund Balance	0

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

PASSED AND APPROVED THIS _____ BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

ATTEST:

 Richard Robb, Mayor

 Lori Strickler, City Clerk

Action:
 Vote:

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

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.

-

Budget Modification

Changes to General Fund

Increases		
10-53-649	OTHER PROFESSIONAL SERVICES - FINANCE	65,359
	Total Increases	65,359
Decreases		
10-53-501	SALARIES - FINANCE	(50,000)
10-53-518	PERS - FINANCE	(11,000)
10-53-519	UTILTIY BENEFIT - FINANCE	(4,359)
10-53-511	MEDICARE FICA	(725)
	Total Decreases	(65,359)
TOTAL	Net Change to General Fund Expenditures	(0)

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS	
	Total Increases	65,359
	Total Decreases	(65,359)
	Cumulative Change to General Fund	(0)

	TOTAL CHANGE TO GENERAL FUND REVENUES	
	Total Increases	
	Total Decreases	
	Cumulative Change to General Fund REVENUES	0

	TOTAL CHANGE TO GF FUND BALANCE	
	Change to General Fund Revenues	0
	Change to General Fund Appropriations	(0)
	Current Portion	0
	Cumulative Increase/Decrease to GF Fund Balance	0

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

PASSED AND APPROVED THIS _____ BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

ATTEST:

 Richard Robb, Mayor

City of Bethel Action Memorandum

Action memorandum No.	AM 16-33		
Date action introduced:	May 10, 2016	Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title

Direct City Manager to sign the \$157,000 grant from the Alaska Dept. of Environmental Conservation, Village Safe Water Program, for sewage lagoon design services.

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

Attachment(s): Synopsis of Grant Agreement for Lagoon Upgrade Design Services.

Amount of fiscal impact:		Account information:
	No fiscal impact	
	Funds are budgeted for.	
\$157,000	Grant Funds with no local match.	Caselle Account Needed

Summary Statement

The City of Bethel worked with the Department of Environmental Conservation over the last few years to pursue funding for the sewage lagoon dredging project. The Village Safe Water Program prepared a grant agreement for the City to sign that will allow the City to go out to bid to hire an engineering firm to complete design services to upgrade the sewage lagoon. Design services include a dredging sludge design, an environmental review, inspections, permitting, a business plan, project management, and preparation of specifications for construction bid documents.

The City is preparing the Request for Proposals to hire an engineer to complete these design services. The City plan is for one engineer firm to complete dredging-related design services and design services to replace the truck dump site. Design costs will be allocated to the respective grant that funds each of the two facets of the project.

State of Alaska
Department of Environmental Conservation
Village Safe Water Program



Alternative Management
Grant Agreement

Community Code BET	VSW Project Number 16EP29	Estimate of Funds \$157,000.00	
Project Title Lagoon Upgrades Design Services			
CFDA Number 66.202	CFDA Title Congressionally Mandated Projects	Federal Award Identification Number XP-01J11501	
Grantee		Grantor	
Name City of Bethel		Department of Environmental Conservation, Village Safe Water Program	
Street/PO Box PO Box 1388		555 Cordova Street	
City/State/Zip Bethel, AK 99559		Anchorage, AK 99501	
Contact Name & Title Richard Robb, Mayor		Contact Name & Title Debra Addie, Project Engineer	
Phone (907) 543-1879		Phone (907) 269-7502	Fax (907) 269-7509

AGREEMENT

The Department of Environmental Conservation (hereinafter 'Department') and the City of Bethel (hereinafter 'Grantee') agree as set forth herein.

Section I. Upon execution of this Agreement, and under the terms included herein, the Department shall reimburse the Grantee for expenses incurred, subject to appropriation and availability, to accomplish the scope of work described in Article A, Section 1. The estimated cost of this scope of work is identified in Article A, Section 2.

Section II. Performance under this Agreement begins upon signature by the Division of Water's Director and ends at Project completion.

Section III. This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.

Section IV. The Agreement consists of this page and the following attachments and appendices:

ATTACHMENTS

Article A: Project Outline
 Article B: General Conditions
 Article C: Construction Related Funding Conditions

APPENDICES

Appendix 1: Village Safe Water Policies
 Appendix 2: Additional Project Reporting Forms

Grantee	Department
Signature	Signature <i>Michelle Hale</i>
Printed Name and Title	Printed Name and Title Michelle Hale, Director, Division of Water
Date	Date 4-7-16

ARTICLE A. PROJECT OUTLINE

Subject to appropriation and availability of funds, funding will be made available under this Agreement and will be used only to pay eligible costs to perform the scope of work stated herein. The Department is the Grantor and will assign a project engineer who will serve as an agent to the Grantee during the administration of this project. The Grantee will spend monies awarded under this grant only for the scope of work in this Agreement.

Section 1. Project Scope of Work

This Agreement provides funding for design services for upgrading the lagoon, specifically dredging sludge. The design services will include environmental review, permitting, business plan, and preparation of specifications and bid documents.

Section 2. Changes to Project Scope

Any significant changes to the project scope of work must be approved by the Department. The scope of work for any design or construction project must remain consistent with the current Department approved Sanitation Master Plan, Comprehensive Plan, Feasibility Plan, Feasibility Study, or Preliminary Engineering Report, if applicable.

Subsequent agreements will provide funding for construction and related activities for completion of the project.

Section 3. Project Cost Estimate

Scope Item	Total Estimated Cost	Percentage of State Funding	Percentage & Source of Federal Funding
M-DS Design & Studies	\$145,000	25%	75% EPA
EMT Engineering, Management, & Travel	\$12,000	25%	75% EPA
TOTAL	\$157,000	25%	75% EPA

Section 4. Changes to Cost Estimate

The Grantee must obtain approval from the Department if revisions to the approved cost estimate in the original award will involve transfers between cost categories exceeding 10% of the total award.

complying with all federal reporting requirements, and performance of final project inspection.

Section 6. Grantee's Responsibilities

- a) Copies of draft plans and specifications shall be provided to the Department for review and approval as they are prepared.
- b) Plans and specifications for water, sewer, and solid waste work stamped by a licensed engineer shall be submitted to the Department for review and approval before construction begins.
- c) The Grantee is responsible for securing the real property interests necessary for the construction and operation of the Project, through ownership, leasehold, easement, or otherwise prior to initiation of construction. The Grantee also is responsible for accepting the required permits and approvals. These permits may include, but are not limited to, Construction Plan Approval, Corps of Engineers' Sec. 404 Wetlands Fill Permit, State Fire Marshal approval, rights-of-way for the pipelines, and site control. The Department will assist the Grantee in obtaining these permits and approvals.
- d) The Grantee will enact the following policies and procedures prior to commencing work on the project: worker's compensation policy; written procedures establishing governing of hiring and firing; wage scales; and safety and working conditions.
- e) Administrative procedures and user fee ordinances necessary to raise revenues to properly operate and maintain proposed improvements shall be in place prior to the start of construction. Operation and maintenance personnel shall be identified and a plan for any necessary training shall be established prior to the start of construction.
- f) The Grantee will work with the Department to meet all required "Construction Related Funding Conditions" (Article C) prior to the start of the subsequent Amendment that will provide funding for construction. The Department must issue a concurrence that all conditions have been met before construction can begin.
- g) The Grantee shall provide the required "Project Reporting" (Article B; Section 7) semi-annually, or as otherwise established, within 15 days of the end of the reporting period.
- h) The Grantee will raise any concerns or issues it may have, regarding the Project, with the Department promptly and prior to project completion, and if those concerns or issues are not satisfactorily resolved will promptly give written notice to the Department with a detailed description of their continuing concerns or issues.

City of Bethel Action Memorandum

Action memorandum No.	16-34		
Date action introduced:	May 10, 2016	Introduced by:	City Manager Capela
Date action taken:		Approved	Denied
Confirmed by:			

Approve the Internal Social Media Policy for the City of Bethel.

Route to:	Department/Individual:	Initials:	Remarks:
	City Clerk	LS	

Attachment(s): Internal Social Media Policy

Amount of fiscal impact:		Account information:
None	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required.	

The attached Social Media Policy will be the first step in implementing a social media presence for the City departments. The Policy outlines how social media sites will be created and administered within the City. Once the Social Media Policy is approved by the City Council, the Social Media Administrative Committee will be established through the City Manager's appointment. This group will work on creating procedures to correspond with the policy as well as individual social media site standards policies.

The attached policy only applies to internal administration of the social media sites. A separate policy will be created which will apply to the public users of the social media sites which will outline reasons for posts to be hidden, to be removed or for users to be banned from use of the sites.

The attached Policy was provided to each of the Department Heads, the Human Resources Manager as well as the City Attorney for review and suggested modifications. All of the suggestions from the directors have been applied to the policy.

Effective Date:

SOCIAL MEDIA INTERNAL POLICY

POL-XX

See Also: PRO-

Approved by:

I. Purpose

The purpose of this policy is to address the fast-changing landscape of the Internet and the way residents and businesses communicate and obtain information about the City of Bethel online.

The City has an overriding interest and expectation in deciding what is "announced" or "spoken" on behalf of the City on social media sites. This policy establishes internal procedures for the use of social media.

II. General

What is "social media"? "Social media" and "Web 2.0" are terms used interchangeably to refer to activities that integrate technology, social interaction and content creation. This media allows people to generate, organize, share, edit and comment on web content by means of Rich Site Summary (RSS) and other web feeds, blogs, mashups, widgets, wikis, podcasts and photo- and video-sharing, to name a few.

1. All city social media sites maintained by departments must have prior approval by the City Manager after a recommendation is made by the Social Media Administrative Committee (Committee).
2. The City's website (<http://www.cityofbethel.org>) will remain the City's primary and predominant Internet presence.
3. The most appropriate City uses of social media tools fall into two categories:
 - i. Channels for disseminating time-sensitive information as quickly as possible (e.g.: emergency information).
 - ii. Marketing/promotional channels which increase the City's ability to broadcast its message to the widest possible audience.
 - a. Wherever possible, content posted to city social media sites will also be available on the City's website.

Effective Date:

SOCIAL MEDIA INTERNAL POLICY

POL-XX

See Also: PRO-

Approved by:

- b. Wherever possible, content posted to city social media sites should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City.
4. As is the case for the City's website, department directors or their designee will be responsible for the content and upkeep (including maintenance and monitoring) of any social media sites their department may create.
5. All city social media sites shall comply with all appropriate city policies and standards and shall mirror the City's look and feel or "branding standards."
 - a. Individuals should be honest, straightforward and respectful while being mindful of the need to maintain confidentiality and privacy when appropriate. Administrative site users should be sure that efforts to be honest don't result in sharing non-public information.
 - b. If mistakes are made on the site, the poster/author should correct it as soon as they are aware of the error. Corrections should be upfront and as timely as possible. If the individual is correcting a blog entry, the author may choose to modify an earlier post, but make it clear the posting has been corrected.
 - c. All correspondence related to a City's Social Media site/page from the administrator must be done through the respective Social Media page. Liking other sites or responding through a third party site is not permitted.
 - d. Employees who are contacted by the media through Social Media should direct the media representative to the appropriate City personnel.
 - e. Content or comments posted to a Social Media site by a City employee shall be fact based and City of Bethel business related. No personal opinions may be expressed on behalf of the City by any employee on any Social Media site whether City or personal.
6. City endorsed social media sites are subject to the Alaska Public Records Act.
 - a. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication (with certain exceptions), is a public record.

Effective Date:

SOCIAL MEDIA INTERNAL POLICY

POL-XX

See Also: PRO-

Approved by:

b. The department maintaining the site is responsible for responding completely and accurately to any public records request made on, through or for social media.

c. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to a request.

d. Wherever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

e. Public users shall be notified that public disclosure requests must be directed to the assigned departmental employee.

7. Alaska Law and the City's records retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the department maintaining a site shall preserve records required to be maintained pursuant to relevant records retention schedules for the required retention period on a City server in a format that preserves the integrity of the original record and is easily accessible.

8. Public users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between the City and members of the public. The City's social media site articles, posts and comments containing any of the following forms of content shall not be allowed and shall be removed as soon as possible:

a. Comments not related to the particular post being commented;

b. Comments in support of or opposition to political campaigns or ballot measures;

c. Profane language or content;

d. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, gender identity, marital status, status with regard to public assistance, national origin, physical or mental disability, sex, sexual orientation, political affiliation, status as a veteran or any other status protected status;

Effective Date:

SOCIAL MEDIA INTERNAL POLICY

POL-XX

See Also: PRO-

Approved by:

- e. Sexual content or links to sexual content;
- f. Solicitations of commerce;
- g. Conduct or encouragement of illegal activity;
- h. Information that may compromise the safety or security of the public or public systems; or
- i. Content that violates a legal ownership interest of any other party.

9. The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.

10. Public users shall be informed that the City disclaims any and all responsibility and liability for any materials that are posted by visitors to the site and which others may find inappropriate for posting. Users shall also be informed the City reserves the right, without liability, to remove any material, link, posting or information which it deems inappropriate for the site.

11. These guidelines must be displayed to public users or made available by hyperlink. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available (see the City's Twitter, Facebook and Video Posting standards), in accordance with the City's policy on the retention of such information.

12. The City will use the same social media tools as consistently as possible.

13. If, at any time the Committee feels a department's Social Media site is not being monitored in accordance with this policy and the City's standard, the Committee may make a recommendation to the City Manager to require the site be removed from public view or erased completely.

III. Administration of City of Bethel Social Media Sites.

1. The IT Department will maintain a list of all City of Bethel social media sites, including login and password information. Assigned department directors will inform IT of any changes to existing Social Media sites.

Effective Date:

SOCIAL MEDIA INTERNAL POLICY

POL-XX

See Also: PRO-

Approved by:

2. IT will ensure the City is able to immediately edit or remove content from social media sites.

IV. Policies and Guidelines Required.

For each social media tool approved for use by the City, the following documentation will be developed and adopted:

1. Operational and use guidelines;
2. Standards and processes for managing accounts on social media sites;
3. City and department branding standards;
4. Enterprise-wide design standards;
5. Standards for the administration of social media sites; and
6. Social Media Standards.

V. Use by Elected/Appointed Officials.

Members of the Bethel City Council, Committees and Commissions must not engage in an exchange or discussion of matters that reasonably may come before them for official action. The use of such an electronic means of posting one's comments and the inherent availability of other participants or contributors to act as liaisons would create an environment that could easily become a forum to discuss official issues which should more appropriately be conducted at a publicly noticed meeting in compliance with the Open Meetings Act. It is incumbent upon the City Council, and the committee and commission members to avoid any action that could be construed as an attempt to evade the requirements of the law.

City of Bethel Action Memorandum

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

Route to:	Department/Individual:	Initials:	Remarks:

Attachment(s):

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

**THE UNIVERSITY OF ALASKA FAIRBANKS
SCHOOL OF NATURAL RESOURCES & EXTENSION
AND CITY OF BETHEL 4-H AGREEMENT**

This agreement is made between the City of Bethel, hereinafter referred to as the “City” and the University of Alaska Fairbanks, School of Natural Resources and Extension, hereinafter referred to as “UAF”. This Memorandum of Agreement is effective July 1, 2016 through June 30, 2017 unless terminated by the City or UAF in accordance with the terms of the Agreement

Whereas, the University and the City have determined that it is in the public interest to provide and operate a 4-H program in Bethel;

The parties do mutually agree as follows:

Article I

The UAF shall:

- A. Manage and provide a UAF Cooperative Extension 4-H Program to accommodate and include:
 - 1. Access for youth;
 - 2. Trained personnel;
- B. Provide all personnel to manage the program.
- C. Provide 4-H programs to meet the needs of the community as possible with existing 4-H staff and volunteers.

The City shall:

- A. Grant the sum of One Hundred Twelve Thousand (\$112,000) Dollars to UAF for operation of the 4-H Program as UAF deems most appropriate;
- B. The above sum is to be paid by the City in two (2) equal payments of Fifty-Six Thousand (\$56,000) Dollars, one on or about August 15, 2016 and the other on or about January 15, 2017.

Article II

It is further mutually agreed that:

- A. This agreement pertains to programming only.
- B. Equipment, furnishings, and holdings shall remain the property of the respective owner/purchaser;
- C. All programming at the Teen Center will be exclusively conducted by UAF and their staff. The City of Bethel has no authority, control or oversight of any of the programs or activities at the Teen Center and takes no responsibility whatsoever for any of UAF’s activities or personnel.

- D. UAF shall indemnify, hold harmless, and defend the City from and against any claim of or liability for negligent acts, errors or omissions of UAF under this Agreement subject. UAF shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of UAF and the independent negligence of the city, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "City" and "UAF," as used within this article, include the employees, agents, representatives and contractors who are directly responsible, respectively, to each.
- E. To the extent that the UAF is required to indemnify the CITY, the obligation to indemnify is effective only to the extent permitted by law. The obligation to indemnify is further conditioned on the availability of a valid existing appropriation to cover the obligation. The parties to this agreement recognize and agree that the UAF has no current appropriation available to it to indemnify under the provisions of this agreement and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the legislature and the legislature's failure to make the appropriation creates no further obligation or liability of the UAF.
- F. This Agreement is subject to renegotiation and amendment annually upon a six (6) month written notice.

The signatories of this Agreement warrant that they have the authority and are authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2016.

City of Bethel

University of Alaska Fairbanks

Ann K. Capela
City Manager


Rosemary Madnick
Executive Director,
UAF Office of Grants and Contracts

Digitally signed by Rosemary Madnick
DN: cn=Rosemary Madnick, o=University of
Alaska Fairbanks, ou=Office of Grants and
Contracts Administration (OGCA),
email=rmadnick@alaska.edu, c=US
Date: 2016.05.02 16:46:27 -08'00'
Adobe Reader version: 11.0.15

Date: _____

Date: 05/02/16

Fred Schlutt
Vice Provost of Extension and Outreach

Date: _____

**THE UNIVERSITY OF ALASKA FAIRBANKS
SCHOOL OF NATURAL RESOURCES & EXTENSION
AND CITY OF BETHEL 4-H AGREEMENT**

This agreement is made between the City of Bethel, hereinafter referred to as the "City" and the University of Alaska Fairbanks, School of Natural Resources and Extension, hereinafter referred to as "UAF". This Memorandum of Agreement is effective July 1, 2015 through June 30, 2016 unless terminated by the City or UAF in accordance with the terms of the Agreement.

Whereas, the University and the City have determined that it is in the public interest to provide and operate a 4-H program in Bethel;

The parties do mutually agree as follows:

Article I

The UAF shall:

- A. Manage and provide a UAF Cooperative Extension 4-H Program to accommodate and include:
 1. Access for youth;
 2. Trained personnel;
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- C. Provide 4-H programs to meet the needs of the community as possible with existing 4-H staff and volunteers.

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- A. Grant the sum of One Hundred Twelve Thousand (\$112,000) Dollars to UAF for operation of the 4-H Program as UAF deems most appropriate;
- B. The above sum is to be paid by the City in two (2) equal payments of Fifty-Six Thousand (\$56,000) Dollars, one on or about August 15, 2015 and the other on or about January 15, 2016.

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- D. UAF shall indemnify, hold harmless, and defend the City from and against any claim of or liability for negligent acts, errors or omissions of UAF under this Agreement subject.

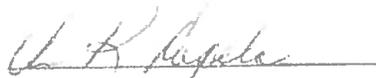
UAF shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of UAF and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "City" and "UAF," as used within this article, include the employees, agents, representatives and contractors who are directly responsible, respectively, to each.

- E. To the extent that the UAF is required to indemnify the CITY, the obligation to indemnify is effective only to the extent permitted by law. The obligation to indemnify is further conditioned on the availability of a valid existing appropriation to cover the obligation. The parties to this agreement recognize and agree that the UAF has no current appropriation available to it to indemnify under the provisions of this agreement and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the legislature and the legislature's failure to make the appropriation creates no further obligation or liability of the UAF.
- F. This Agreement is subject to renegotiation and amendment annually upon a six (6) month written notice.

The signatories of this Agreement warrant that they have the authority and are authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2015.

City of Bethel


Ann K. Capela
City Manager

Date: 12/01/15

University of Alaska Fairbanks



Digitally signed by Rosemary Madnick
DN: cn=Rosemary Madnick, o=University of Alaska
Fairbanks, ou=Office of Grants and Contracts
Administration, email=rmadnick@alaska.edu, c=US
Date: 2015.12.09 08:38:03 -0900
Adobe Reader version: 11.0.13

Rosemary Madnick
Executive Director,
UAF Office of Grants and Contracts

Date: 12/7/15

Fred Schlutt 
Vice Provost of Extension and Outreach

Date: 12/8/15

City of Bethel Action Memorandum

Action memorandum No.	16-36		
Date action introduced:	May 10, 2016	Introduced by:	City Manager, Capela
Date action taken:	May 10, 2016	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Consider approval to amend the current Agreement between the City of Bethel and Carmen Jackson, CPA in the amount of \$20,000 for continued Accounting Services.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Finance Director		
<input checked="" type="checkbox"/>	City Attorney		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): Professional Services Agreement for Contract Accounting Services

Amount of fiscal impact:		Account information:
	No fiscal impact	
\$20,000.00	Funds are budgeted for.	10-53 Finance Personnel
Finance Salary Savings due to Finance Staffing shortage.	Funds are not budgeted. Budget modification is required.	PNC 13402 & 13102

Background: City of Bethel Finance Department has experienced shortage of staff continually since November 2015 in Accounts Payable, Payroll, Accounting Specialist I (Sales Tax Rev.) and Assistant Finance Director. May 2, 2016 Accounting Specialist I (Sales Tax) was filled and the employee requires training. City has filled the position of Accounting (Payroll) twice since November 2015 and the position remains unfilled. Finance Director has been performing payroll function which includes PERS remittance, other Pension Plan remittances, W-2 and 1099 IRS reporting as well as other PAR function. PERS has notified the City of another PERS audit. Finance Director is training/mentoring current staff as Accounts Payable as well as the recently filled Accounting (Journal Entry) position. City Manager with assistance from City Attorney has been performing functions related to insurance claims, employee health care insurance, property leasing, contracts and other functions that were assigned to Assistant Finance Director's position. The City Finance Director is unable to complete the previous year's Audit and the Finance Department has not been able to post JE for revenues and keep up with JE's for P-Card purchases as well as cost allocation postings. City Finance Department will be using the assistance of Carmen Jackson, CPA and the firm's available staff will be working in Bethel as much as possible.

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONTRACT ACCOUNTING SERVICES**

THIS AGREEMENT made and entered into this ___19th___day of January 2016 (Effective Date), by and between the CITY OF BETHEL (a municipal corporation) and CARMEN JACKSON CPA (an Alaska business).

Section 01 Definition

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Accountant" means CARMEN JACKSON CPA.

Section 02 Employment of Accountant

The City hereby agrees to engage the services of Accountant and the Accountant hereby agrees to perform the services hereafter set forth.

Section 03 Scope of Services

In accordance with the Request for Proposals (RFP) issued by City on October 23, 2015 and Accountant's Proposal, Accountant agrees to perform accounting services as requested by the Finance Director, or his designee, and agreed to by Accountant. Such accounting services to include, but not be limited to:

- Travel to Bethel for up to one full work week as necessary and previously agreed to between Accountant and City.
- Journal Entries;
- Accounts Payable processing;
- Payroll processing;
- Bank Reconciliations;
- Annual Audit Preparation;
- Grant Reporting;
- Budget Preparation;
- Sales Tax entries, reporting and reconciliation;
- Bookkeeping;
- Training onsite personnel

Additionally, Accountant agrees to complete a minimum of four (4) random sales tax audits annually of businesses operating within the City of Bethel for each year of the contract provided the City has not exhausted the total contract amount with other services requested. If the total contract amount is exhausted by other services requested by the City, an increase in the contract will be required to pay for the required number of sales tax audits.

Section 04 Personnel

Personnel shall be limited to employees or subcontractors of CARMEN JACKSON CPA.

- A. Professional Practices. All professional services to be provided by Accountant 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 accountants and accounting personnel 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, Accountant 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. Accountant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws/regulations that may affect Accountant's performance of this Agreement.

- B. Subcontractors: Accountant may utilize subcontractors without the need to obtain the consent of City. Accountant shall be solely responsible for all work performed by its subcontractors.

Section 05 Time of Performance

The services of the Accountant shall commence upon execution of this Agreement by the City Manager and shall continue until no later than June 30, 2020. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 06 Compensation

- A. Subject to the provisions of this Agreement, the City shall pay the Accountant as outlined in the Engagement Letter (attached as Appendix A), attached hereto and incorporated herein by reference, for services required by this Agreement.
- B. Airfare will be reimbursed at actual cost with Accountant purchasing the lowest fare possible and purchasing the travel at least two (2) weeks in advance whenever possible to keep costs down. No rental vehicles will be reimbursed. Lodging and per diem will be reimbursed at the current CONUS Rates notwithstanding any other earlier written or verbal communication.
- C. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Accountant 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 Accountant may incur in the performance of its obligations under this Agreement have already been included in computation of the Accountant's fee and may not be charged to the City.
- D. Total annual compensation shall not exceed ***Fifty Thousand (\$50,000) Dollars*** without the express written authorization of the City.

Section 07 Method and Time of Payment

- A. Accountant shall invoice City on a monthly basis and City's payments are due within thirty (30) days of each invoice date. Such payments shall constitute the full and complete compensation for the Accountant's professional services. A billing is a summary of expenditures to date by line item categories (e.g.,

Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures must be submitted with billings.

B. No payment will be disbursed until the work and associated expenditures are invoiced and have been approved by the City.

C. All invoices must be submitted in duplicate and addressed as follows:

Finance Director
City of Bethel
PO Box 1388
Bethel AK 99559-1388

D. It is expressly understood and agreed that in no event shall the total compensation due the Accountant exceed FIFTY THOUSAND (\$50,000) DOLLARS per year unless this Agreement is modified, in writing and signed by both parties.

Section 08 Relationship of the Parties

A. Independent Contractor: Accountant is and shall be acting at all times as an independent contractor and not as an employee of City. Accountant 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 Accountant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Accountant agrees to have all of its Employees and subcontractors complete an acknowledgment form provided by the City indicating they understand that at no time will they be acting as an employee of the City. (see Appendix B)

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Accountant 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.

Section 09 Ownership of Documents

All findings, reports, documents, information and data paid for by the City including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Accountant or any of its subcontractors in the course of performance of this Agreement, shall be for and remain the sole use of City. City agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of both City and Accountant. 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 Accountant. City shall indemnify and hold harmless Accountant 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 Accountant.

Section 10 Confidentiality

Any City materials to which the Accountant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Accountant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Accountant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Accountant as necessary to accomplish the rendition of services set forth in this Agreement. Except as otherwise provided by law, Accountant 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.

Section 11 Responsibility for Errors

Accountant shall be responsible for its work under this Agreement. In the event that an error or omission attributable to Accountant occurs, then Accountant shall, at no cost to City, provide all necessary policies, estimates and other Accountant professional services necessary to rectify and correct the matter in accordance with accounting principles generally accepted in the United States of America.

Section 12 Insurance

- A. Minimum Scope and Limits of Insurance. Accountant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:
1. Worker's Compensation Insurance – As required under AS 23.30.045 et seq.
 2. Commercial General Liability with limits of not less than Three Hundred Thousand (\$300,00) Dollars combined single limit per occurrence;
 3. Comprehensive Automobile Liability – Covering all vehicles used by Accountant in the performance of this Agreement, with coverage not less than One Hundred Thousand (\$100,00) Dollars per occurrence;
 4. Professional Liability Insurance – covering all errors, omissions or negligent acts of the Accountant, subcontractor or anyone directly or indirectly employed by them, made in the performance of this Agreement, which results in financial loss to the City. Coverage limits of not less than One Hundred Thousand (\$100,000) Dollars per occurrence.
- B. Endorsements. Whenever feasible and as allowed by law, all policies of insurance shall contain or be endorsed to contain the following provisions:
1. Should any of the described policies be canceled or materially changed in coverages provided before expiration thereof, City, as certificate holder, will be provided no less than forty-five (45) days written notice.
 2. Other insurance: "Any other insurance maintained by the City of Bethel shall be excess and not contributing with the insurance provided by this policy."

- C. Certificates of Insurance: Accountant 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.
- D. Non-limiting: The requirement for this section shall not be construed as a representation that such insurance coverage is adequate or limits Accountant's liability.

Section 13 Defense and Indemnification: Accountant to City

To the fullest extent permitted by law, the Accountant 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, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Accountant or the performance of this Agreement by the Accountant (including its subcontractors and suppliers).

It is expressly intended by the parties that Accountant'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.

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

The Accountant'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 Accountant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Accountant 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 Accountant 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 Accountant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Section 14: Defense and Indemnification: City to Accountant

To the fullest extent permitted by law, City assumes liability for and shall save and protect, hold harmless, indemnify, and defend the Accountant and its officials, officers, sub contractors, 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, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the actions or inactions of City or the performance of this Agreement by the City.

It is expressly intended by the parties that City'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.

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

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 of the City 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 City may have with respect to the Accountant which may otherwise exist. If any judgment is rendered against the Accountant 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.

Section 15 Modifications

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments signed by both parties.

- A. Additional Services. Accountant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless prior to Accountant performing the additional services, the City 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.

Section 16 Equal Employment Opportunity

The Accountant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Accountant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identification, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Accountant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Accountant will, in all solicitations or advertisements for employees placed by or on behalf of the Accountant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. The Accountant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

Section 17 Termination of Agreement for Cause

If, through any cause, the Accountant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Accountant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Accountant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

If, through any cause, the City shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, the Accountant shall thereupon have the right to terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Accountant shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work invoiced and completed in accordance with accounting principles generally accepted in the United States of America in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 18 Termination for Convenience

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. In no event shall notice be less than thirty (30) days prior to termination. The Accountant shall be entitled to receive compensation for all work completed prior to termination of this Agreement but only for work completed in accordance with accounting principles generally accepted in the United States of America in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Accountant, Section 16 of this Agreement shall govern the rights and liabilities of the parties.

Section 19 Causes beyond Control

In the event the Accountant is prevented by a cause or causes beyond control of the Accountant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Accountant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Accountant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Accountant and which prevent the performance of the Accountant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Accountant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Accountant and would not prevent another Accountant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Accountant. The City will determine whether the event preventing the Accountant from performing is a cause beyond the Accountant's control.

Section 20 Assignability

- A. The Accountant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Accountant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Accountant shall be responsible to the

City for any moneys due the assignee of this Agreement which are paid directly to the Accountant.

Section 21 Permits, Laws and Taxes

- A. The Accountant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Accountant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Accountant shall pay all taxes pertaining to its performance under this Agreement.
- B. Prior to commencing any work for the City, Accountant shall provide the City with copies of the following:
 - 1. Copy of current State of Alaska Business License;
 - 2. Copy of current City of Bethel Business License;
 - 3. Copy of insurance certificates indicating compliance with all insurance requirements of Section 12 above.
 - 4. Computer Access Agreement

Section 22 Agreement Administration

- A. The Finance Director, or his designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Accountant shall be administered, supervised, and directed by Carmen Jackson. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement are unable to serve for any reason, the Accountant shall appoint a successor in interest subject to a written approval of the City of Bethel.

Section 23 Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein:

- 1. City's Request for Proposals
- 2. Accountant's Proposal
- 3. Accountant's Engagement Letter

Section 24 Interpretation and Enforcement

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

Section 25 Severability

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

Section 26 Understanding

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

Section 27 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

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

Accountant: Carmen Jackson, Owner
Carmen Jackson, CPA
3500 N. Wolverine Drive
Wasilla AK 99654

Section 28 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in a Superior Court in the State of Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

Section 29 Non-Waiver

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Section 30 Non Exclusive Agreement

Accountant acknowledges that City may enter into agreements with other Accounting Firms 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.

CITY OF BETHEL



By: Ann K. Capela

Title: City Manager

Dated: 01/19/16

CARMEN JACKSON CPA



By: Carmen Jackson

Title: Owner

Dated: January 19, 2016



CITY OF BETHEL REMOTE COMPUTER ACCESS AGREEMENT

This Remote Computer Access Agreement (hereinafter "Agreement") entered into this 12th day of January 2016, by and between the City of Bethel (hereinafter "City") and

Name of Company: Carmen Jackson CPA
Principal Agent: Carmen Jackson
Address: 3500 N. Wolverine Drive
City, State, Zip: Wasilla, AK 99654
Tax ID No: 47-2701898

(hereinafter "Client")

The purpose of this Agreement is to establish appropriate use of City of Bethel financial information, accounts and computer information. The City computer systems and networks are provided to support the mission of the City. Computer clients do not own accounts on the City's computers, but are granted the privilege of exclusive use of an account. At all times, clients using the City's network and accounts must adhere to legal, ethical and confidentiality standards. Failure to comply with acceptable standards may result in suspension or revocation of privileges.

In consideration of the promises contained herein, Client and City agree as follows:

1. Access to Computer System

Subject to the provisions of this paragraph, City shall allow Client controlled access to its Casselle Program, to conduct activities on behalf of the City. Such activities include, but are not limited to, bank reconciliation, Accounts Payable transactions, Accounts Receivable Transactions, Sales Taxes and the Posting of W2 forms for the IRS. Client's access to City's computer system shall be limited to those portions of Casselle designated by City.

2. Confidential and Proprietary Information

- a. Client understands and acknowledges that any and all of City's information, data or documentation accessed by Client is considered confidential and/or proprietary (hereinafter referred to as "Confidential Information"). City's Confidential Information includes, but is not limited to, information from Casselle, the accounting department, the IRS, banks, vendors, payees and payors.
- b. Client, as well as its officers, directors, subcontractors and employees, shall at all times preserve the confidentiality of all Confidential Information and/or the proprietary system and shall not at any time, in manner or form, directly or indirectly, copy, disclose, duplicate, download, license, sell, reveal, divulge, transfer, publish or communicate, in whole or in part, any such Confidential Information and/or the proprietary system to any third party, except as provided below.

- c. Client agrees that it will only disclose the Confidential Information as required by the Professional Services Agreement or as required by Law.
- d. Client agrees that it will not use or disclose the Confidential Information for employment related actions or decisions.
- e. Client will require any billing agency, clearinghouse or other such agent, that is permitted through an agreement with Client to access City's information, to provide reasonable assurance, evidenced by written contract, that such billing agency, clearinghouse or other agent will comply with the privacy and security safeguard obligations of Client and City with respect to City information.

3. Privacy of Computer and Network Client Information

The CITY's IT will do its due diligence in taking every precaution possible to protect and secure data. Data security is a partnership between CLIENT and the CITY. The same security standards that apply to paper files should be applied to electronic files. CLIENT is responsible for maintaining a level of confidentiality in accordance with their role as the CITY.

It should be noted that the CITY monitors and randomly inspects all access to its Computer Systems. Communications and transmissions between CITY and CLIENT or access to CITY's computer systems may be monitored at any time without notice. CLIENT should have no expectation of data privacy when using the CITY's network.

The CITY does not monitor transmissions for the purpose of censorship, but may monitor transmissions should a violation of regulations be alleged. Authorized personnel within the Information Technology office may also monitor transmissions in the course of performing routing maintenance or troubleshooting network or account problems.

System administrators may examine or make copies of files that are suspected of misuse or that have been corrupted or damaged. CLIENT files may be subject to search by law enforcement agencies under court order if such files contain information which may be used as evidence in a court of law. IT professional staff may access CITY-owned computers to perform system maintenance either on-site or using remote tools as necessary without prior notification.

4. Protection of Data

By entering into this Agreement, CLIENT acknowledges its responsibility to ensure the confidentiality, integrity and availability of all forms of CITY information in a manner consistent with its sensitivity. CLIENT accepts responsibility to provide reasonable physical security for all of CITY's information and resources issued to provide remote access. CLIENT agrees to implement and maintain the following mandatory countermeasures on equipment used to process CITY information:

- a. Configure computers to not automatically "remember" CITY passwords.
- b. Do not share or reveal CITY usernames and passwords to anyone (including family members) to prevent unauthorized access to CITY IT Systems and Data.
- c. Install and configures to automatically update (at least bi-monthly), and run anti-virus software on equipment used for remote access.
- d. Install and update (at least monthly) security related patches on CLIENT owned devices that can be patched.

- e. Clear browser history and cache and close browser when finished with remote access needs for CLIENT owned equipment.
- f. Encrypt authentication credentials.
- g. Do not save CITY information and applications on the hard drive of the remote access computer unless such information is required as supporting work papers for client to maintain professional standards.
- h. Agree to comply with regularly scheduled maintenance requirements for CITY resources.
- i. Never configure remote access computers as servers (e.g., web servers, private email servers, etc.)
- j. Install and use password-protected screensavers when idle for fifteen (15) minutes or more.
- k. Anti-virus software is required on all equipment connecting to the City's computers.
- l. A personal firewall is required on CLIENT-owned equipment and on personally owned equipment when broadband technologies are used.
- m. Remote access users will maintain hardware and software as requested by the CITY's IT Department.

5. Computer Incidents

CLIENT also acknowledges the possibility, however small, that such information could potentially be viewed or downloaded by other than those intended as a result of CLIENT's remote access. CLIENT fully understands that it is their duty to exercise due care in protecting this information and to immediately report an unauthorized disclosure or compromise to the CITY so that appropriate procedures may be initiated. CLIENT further understands that, if required by law, by and after proper coordination (properly executed warrants, etc.) with law enforcement authorities, the device used to gain remote access may be temporarily seized for the purpose of forensic examination and sanitizing of compromised information. During that process, CLIENT understands there is a risk that system files and programs may be erased or damaged, or that unintentional damage may occur to the computer hard drive.

6. Limited Use

Client agrees that it shall use the Confidential Information only to perform activities, as described in the Professional Services Agreement. Client shall not, under any circumstances, use the Confidential Information to perform any other services other than those designated in the Professional Services Agreement.

7. Unacceptable Conduct

Following are unacceptable conduct:

A. Compliance

- Illegal use or misconduct of any kind (including but not limited to copyright infringement)
- Violation of local, state or federal laws;
- Using peer-to-peer file sharing unless specific instances are authorized by the CITY

B. Network and Internet Access

- Connecting unauthorized devices to the City network. **No network access device, including but not limited to wireless access points, switches, routers, hubs, network based storage, pico cell technology or personal DHCP servers, may be connected to the CITY network without authorization from IT.**
- Modifying or extending network services and network wiring without the prior written consent of the CITY's IT.
- Unauthorized access;
- Use that disrupts the work of others either locally or on the Internet including initiating "spam" email or use that results in technical difficulties. In either case, IT will take all steps necessary to protect the network.
- Using TCNJ resources to send mass emails without administrative approval will be considered "spam" and will be considered a violation of this Agreement.
- Masquerading your identity, impersonating other persons or businesses or misrepresenting the CITY via email, instant message or other Internet presence will be considered a violation of this Agreement.
- Installing software that may compromise the security of CITY owned equipment.

C. Data Protection/Privacy

- Providing access to anyone other than CLIENT's employees or subcontractors for any purpose other than those that are in direct support of the Professional Services Agreement;
- Forging the identity of a client or a machine in and electronic communication.
- Use of CITY owned computer facilities by unauthorized personnel;
- Unauthorized attempts to circumvent data protection schemes or uncover security flaws. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data.
- Attempting to monitor or tamper with another client's electronic communications, or reading, copying, changing or deleting another client's files or software without the explicit agreement of the CITY.
- Use of a computer account that was not assigned to CLIENT by the CITY's IT, unless multiple access has been authorized for the account and/or the owner of the account has specifically given you access.
- CLIENT must make a reasonable attempt to protect their account/access from being accessed by others. This includes having a secure password and maintaining proper access permissions on sensitive files.
- It is CLIENT's responsibility to use strong passwords and to change those passwords often. Passwords should not be shared or written down or displayed publicly.

8. Prohibition Against Third Party Access

Client agrees that it will not act as an electronic "hub" or "switch" allowing other third parties to access, via Internet, or any other method, City's information systems through Client's access path, as authorized under this Agreement, without the prior written consent of the City.

9. Indemnification

Client will access the Confidential Information from City and in accessing this information obtained by City, Client agrees to indemnify and hold harmless City for damages, lawsuits, judgments, expenses and attorney fees incurred by City: (1) as a direct result of negligence, gross negligence, bad faith, dishonesty or criminal conduct on the part of Client, its employees, its officers, directors or subcontractors in the use of the aforementioned Confidential Information; (2) as a result of Client's releasing the Confidential Information to any third-party, or as a result of the Client, providing access of the information to an individual who does not have an important business need.

10. Applicable Law

The validity, performance and construction of this Agreement will be governed by the laws of the State of Alaska.

11. Complete Agreement

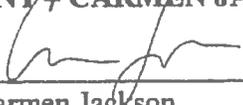
This Agreement, as well as the Professional Services Agreement, and any other required and duty executed attachments, all of which are incorporated by reference and made a part of this Agreement, constitutes a final written expression of all terms of the Agreement between City and Client and is a complete and exclusive statement of those terms and no representations, statements or other Agreements, oral or written, made prior to the execution of this Agreement shall be valid. No addition to or modification of any provision of this Agreement will be binding upon CITY or upon CLIENT unless made in writing and signed by duly authorized representatives of CITY and of CLIENT respectively.

12. Termination

Either party may terminate this Agreement, with or without cause, upon ten (10) days written notice. If this Agreement terminates, CLIENT agrees that the terms, rights, duties and conditions contained in Paragraph 2 and Paragraph 10 shall survive the termination of this Agreement. The parties also agree that CITY may terminate this Agreement immediately without notice, in the event CLIENT violates the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers who have been duly authorized to execute this Agreement.

CLIENT ✓ CARMEN JACKSON CPA


By: Carmen Jackson

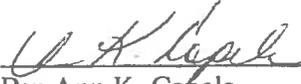
CPA/Owner

Title

January 12, 2016

Date

CITY OF BETHEL


By: Ann K. Capela

City Manager

Title

01/19/2016
Date

CPA • CARMEN JACKSON

December 10, 2015

Ann Capela, City Manager
City of Bethel
PO Box 1388
Bethel, AK 99559

Dear Ann:

I appreciate the opportunity to work with you. This letter is to confirm and specify the terms of my engagement with you. I hope to better meet your expectations of service by clearly identifying the particular services to be provided and their frequency. The services will cover the fiscal year ending June 30, 2016.

You are responsible for assuming all management responsibilities, and for overseeing any accounting services or other services I provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience. In addition, you are responsible for evaluating the adequacy and results of and accept responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, I will inform you of any material errors and of any evidence of information that comes to my attention during the performance of my procedures, that fraud may have occurred. In addition, I will inform you of any evidence or information that comes to my attention during the performance of my procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. I have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. I am not a forensic accountant and do not possess credentials as such.

I have indicated the services that I expect to provide. The frequency of the services will be on site for one week per month plus additional hours via remote access as requested. Please review the information below and make any changes necessary.

- journal entries
- accounts payable processing
- payroll processing
- bank reconciliations
- annual audit preparation
- sales tax audits
- grant reporting
- budget preparation

Carmen Jackson is the engagement partner and is responsible for supervising the engagement and signing reports or authorizing another individual to sign.

To ensure that my independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform me before entering into any substantive employment discussions with any of my personnel.

I may from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third- party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

Fees for these services will be \$125 per hour for CPA services, \$85 per hour for Accounting Assistant, and \$65 per hour for Administrative staff. You will also be billed for my-of-pocket costs such as report production, word processing, postage, travel, lodging, etc. No retainer will be required for this engagement. All fee estimates are based on anticipated cooperation from you and/or your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you before I incur the additional costs. My invoices for these fees will be rendered each month or on a per event basis and are payable on presentation.

In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If I elect to terminate services for nonpayment, the engagement will be deemed to have been completed upon written notification of termination, even if I have not completed a report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket expenditures through the date of termination.

You may request that I perform additional services not contemplated by this engagement letter. If this occurs, I will communicate with you regarding the scope of the additional services and the estimated fee. I may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from me documenting such additional services my services will continue to be governed by the terms of this engagement letter.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of me engagement. If you have any questions, please let us know. If you

agree with the terms of the engagement as described in this letter, please sign the enclosed copy and return it to me.

If you have any questions, please do not hesitate to contact me. I appreciate the opportunity to work with you.

Sincerely,



Carmen Jackson, CPA

Accepted by:


Ann Capela
Date

Comments or additional requests:

City of Bethel Informative Memorandum

Informative memorandum No.	16-03
Date presented:	May 10, 2016

Delta Western Fuel Contract Extension

This item is before Council as information as Council is reviewing the proposed FY 2016/17 Budget.

On October 13, 2014 City of Bethel issued an RFP for bulk fuel services. The successful proposal was awarded to Delta Western Inc. and the City entered into an Agreement with Delta Western whereby Delta Western was to have an option to extend/renew this Agreement up to three (3) consecutive times. This is the second (2nd) extension of said agreement.

Attached is Delta Western One Year Extension to Bulk Fuel Agreement, Contract Extension #2 indicating the price of Heating Oil Delivered and pump fuel prices.

Of note is the:

Last Year price for heating oil:	\$3.58 per gallon	New Price:	\$3.08
Last Year price for gasoline at the pump:	\$5.056 per gallon	New Price:	\$4.206

This price is fixed till June 30, 2017.

Delta Western guarantees that the City will be charged .30 cents below any pump rate in the City at any given time at any other local gas pump.

**One Year Extension to Bulk Fuel Agreement
Contract Extension #2**

This Contract Extension is made this ____ day of May, 2016, by and between the City of Bethel, a municipal corporation (hereinafter "City") and Delta Western (hereinafter "Contractor").

Pursuant to section 19 of the Bulk Fuel Agreement entered into between the parties on December 31, 2014, the Parties agree to extend the contract until June 30, 2017.

Section 5 (Prices) is adjusted as follows:

Heating Oil Delivered: shall be charged at the rate of \$3.08 (Three Dollars and eight cents) per gallon*.

HF#1 Ultra Low Sulfur Diesel (ULSD) Fuel Delivered: shall be charged at the rate of \$3.08^ (Three Dollars and eight cents) per gallon*.

Gasoline at the Pump: shall be charged at the rate of \$4.206^ (Four Dollars and twenty cents) per gallon*.

HF#1 Ultra Low Sulfur Diesel (ULSD) Fuel at the pump: shall be billed at the rate of \$4.796^ (Four Dollars and seventy-nine cents) per gallon*.

* "Gallon" shall be defined as a U.S. standard gallon of 231 cubic inches at 60 degrees Fahrenheit.

^ All prices quoted are maximum prices. Should advertised prices in Bethel be lower, Delta Western guarantees City will be charged \$0.30 less than those advertised prices.

All prices quoted do not include applicable taxes.

All other terms of the original Bulk Fuel Agreement (dated December 31, 2014) shall remain in full force and effect as though specifically incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this Contract Extension to be executed as of the date first written above.

CITY OF BETHEL

DELTA WESTERN PETROLEUM

Ann K. Capela
City Manager

John Cannon
Vice President, Marketing

Mayor's Report



Date: 4/19/2016

Mr. Richard Robb, Mayor, City of Bethel,

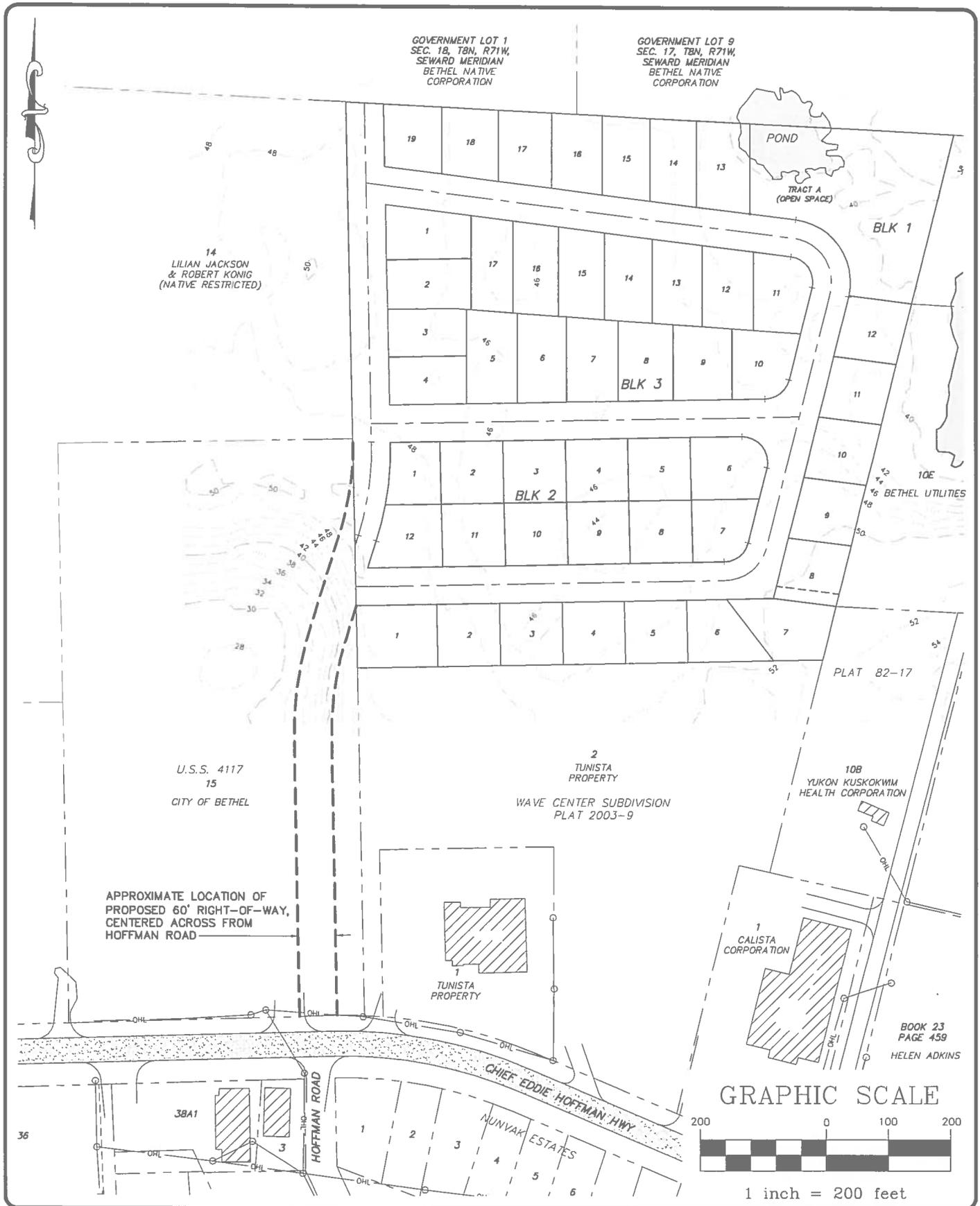
Orutsararmiut Native Council (ONC) requests authorization to subdivide city-owned U.S.S. 4117, Lot 15, creating a 60' Right-of-Way. This Right-of-Way will provide legal access to the proposed subdivision within U.S.S. 4117, Lot 13. If a right of way is granted, ONC plans to use our proposed subdivision to address the dire need for affordable housing by constructing single-family units for participation in ONC's Homebuyer Program, and construct low-rent units for those clients that do not fit into the Homebuyer Program. ONC's appreciates your consideration as we strive to carry out our Mission to provide safe, secure and affordable housing to meet the needs of low-income tribal members and other low-income Indian/Alaskan Natives who are within the jurisdiction of the Orutsararmiut Native Council. A conceptual drawing of the proposed Right-of-Way is attached.

Sincerely,

A handwritten signature in blue ink, which appears to read "Gene Peltola", is written over the word "Sincerely,".

Gene Peltola, Executive Director
Orutsararmiut Native Council

Cc: file
Calvin Cockroft, Tribal Housing Administrator





DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
REGULATORY DIVISION
P.O. BOX 6898
JBER, ALASKA 99506-0898

APR 27 2016

POA-1995-120

City of Bethel
Attention: Lori Strickler
Post Office Box 1388
Bethel, Alaska 99559

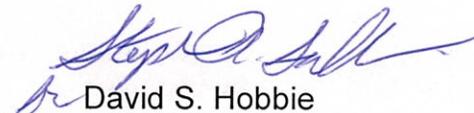
Dear Ms. Strickler:

Thank you for your inquiry February 19, 2016 regarding the scheduling of public meetings and length of comment period for the U.S. Army Corps of Engineers (Corps) Draft Environmental Impact Statement (DEIS) for the Donlin Gold project (Alaska District project number POA-1995-120). We have reviewed your request to hold an additional public meeting in Anchorage and extend the public comment period. The Corps has determined that no additional public meetings will be held and the comment period has been extended to May 31, 2016.

We appreciate your interest and are still seeking comment. A public website containing substantial amounts of information including the DEIS, Scoping Report, public meeting presentation, permit application documents, as well as various means of providing comment is available at: www.donlingoldeis.com.

If you have additional requests or comments, please contact Jason Brewer of my staff via mail at the address above, by email at jason.d.brewer@usace.army.mil, by phone at (907) 753-5710, or toll free from within Alaska at (800) 478-2712, if you have questions. For more information about the Regulatory Program, please visit our website at www.poa.usace.army.mil/Missions/Regulatory.

Sincerely,


David S. Hobbie
Chief, Regulatory Division

City Manager's Report

Management Team Reports

MEMORANDUM



DATE: May 2, 2016
TO: Ann K. Capela, City Manager
FROM: John Sargent, Grant Manager
SUBJECT: Grant Manager's Report – May 10, 2016 Bethel City Council Meeting

Grant Projects

The E-911 purchase and installation is under way. ProComm Alaska was provided a down payment check per the sales agreement. ProComm will provide the City with a timeline for the shipping of the products to Bethel, installation, commissioning, and training of PD staff members.

The bus stop shelters have been ordered. The production manager for Brasco International will provide the City with a timeline for production and shipping to Bethel. They will be shipped on Alaska Marine Lines at the City's bided discount rate.

Grant Applications

TIGER 2016 Grant

I was assigned to prepare and submit a TIGER 2016 grant application for a trail or road that tied to transportation improvement by the April 29, 2016 deadline, and then pulled off the project. The grant requires a \$1-\$5 million project. I used the white paper on the road around H-Marker Lake as a starting point and came up with a \$2 million new road project. This project can be fleshed out for next year's TIGER grant and easements could be obtained in advance.

Sewage Lagoon Rehabilitation

USDA-RD approved the final PER and ER documents submitted by DOWL. USDA-RD also conducted a compliance review on-site in Bethel. The review focused on the City's diverse sewage removal customer base and the City's ADA-compliance of its physical facilities used to serve sewage removal customers. The City passed the review. The next step is for the USDA-RD to prepare and send to the City a Letter of Conditions that it must meet in order to be given the Grant Agreement documents.

The City has in hand a grant agreement in the amount of \$157,000 to cover the cost of design, permitting, project management, development of a business plan, inspections, and preparation of bid specifications for the dredging portion of the project. The City is preparing one Request for Proposals document that will cover design, permitting, project management, and inspections for the entire project. Costs for design and construction will be separated by portions of project in order to correctly bill the respective grantors. City Council will have a chance to direct Administration to sign this grant agreement at the May 10, 2016 Bethel City Council meeting.

RFB's and RFP's

The City is considering combining three RFBs into one: water treatment chemicals, road additives (calcium chloride and sodium chloride), and pool chemicals.

**City of Bethel
Grant Summary
Calendar Year 2016**

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
AK Dept. of Health & Social Services	Community Safety Patrol Grant	Three CSP positions, Equipment, Training.	Police	5/6/16	\$346,259 \$51,974
United States Dept. of Agriculture – Rural Development	Wastewater Program	Replacement of Truck Dump Site	Public Works	On-going	\$1,237,500 \$1,512,500
Environmental Protection Agency & AK Dept. of Environmental Conservation	Wastewater Grant Program	Design, Inspections, Permitting, Dredging, Baffle Replacement.	Public Works	On-going	\$157,000
Alaska Public Entity Insurance	Grant	Safety Equipment/Supplies	Public Works	Feb. 2015	\$1,000 -0

Submitted in Calendar Year 2015-2016

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
Federal Emergency Management Agency	Staffing for Adequate Fire & Emergency Response	4 Firefighter/EMT positions for two years.	Fire	3/25/16	\$839,000 -0
Federal Emergency Management Agency	Code Blue Program administered by YKHC	Ambulance	Fire	3/25/16	\$45,000 \$5,000 BVESA \$172,000 needed
AK Division of Homeland Security and Emergency Management	State Homeland Security Grant	Radios, Video Cameras, Foam Extinguisher, Portable Light Banks.	Police Fire PW, Port	2/19/16	\$429,816 -0
Alaska Dept. of Transportation and Public Facilities	SFY 2017 AK Community Transp. Grant	Transit Operations & Admin.	PW-Transit	12/11/15	\$331,177 \$80,580

Total \$1,644,993

PORT OF BETHEL

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



TO: Ann Capela
FROM: Peter A. Williams- Port Director
SUBJECT: April, 2016 Managers Report

PORT ADMINISTRATION ACTION ITEMS AND ACTIVITIES

- **SMALL BOAT HARBOR** – The harbor is open for the public's use but will not be staffed until the 28th of May. Floats will be put into the water starting May 16th. Clean-up of the harbor has taken place. Parking will be a little tight till the floats are out of the parking lots. Permits are being sold at the City Dock, about 40 so far.
- **Active/Jung Parcels** – Still waiting for the BIA's Office of Special Trustees (OST) to respond with the BIA's appraisal. K&L Gates reported that if the City can prove that these roads existed prior to 1963 that we might be able to build a defense that the City is not in trespass. It would be expensive and the Port Comm. recommended not following through with the proposal.
- **BBSP** – (Bethel Bank Stabilization Project) The Port/City's match as it stands now is 1.16 million dollars (25%). The USACE share is 3.5 million dollars (75%). The Port Comm. agreed with the Finance Director and Admin that if this project were to proceed, that a budget mod during the FY-17 time period it would work best if funds were needed, instead of putting the finds in the FY 17 budget. The funds would come from the Seawall Maint. Account
- **City Dock-Temp. Port Office** – We have set up the SBH shed across from Northstar Gas that we will use in May for the public to be able to contact someone at the Port. The white connex inside the gate at the old entrance will be the Temp Port office during the season. It has been connected to the city net and internet. No phone lines yet so we will rely on our cell phones, Port Director- 545-41540 and SBH Attendants at (907) 545-4310.
- **FY-17 Muni-Dock and SBH Budget** – Finance Dept/Port worked these budgets for FY-17 on March 28th and some fine tuning needs to be completed. The Port has requested approval for a new loader, funds for the new port office, with the expectations that the funds that have been approved are not going to cover the costs, and funds for the purchases of the Jung and Active parcels if approved by the city council. Gravel for

the waterfront and SBH. Funds to finish the electrical work for the port shop are included also. On April 25th the Port Commission recommended the above items be approved.

- **New Port Office** – RFP is due May 10. We are hoping to have approval of the contract on the Council's May 24th agenda.
- **Personnel** – We started taking applications for SBH Attendants and have 3 positions that are filled. They will start work May 9th through the 16th. We have filled the temp. *City Dock Attend.* Position and have hired a person to reconcile the Port's Accounts Receivables on temporary basis.. We will be dropping in late fees till we are caught up.
- **Abandon & Derelict Vessel Task Force** – Meet in Anchorage April, 27. The DEC and DNR ironed out some policy differences in regards to the new statute concerning these vessels. The new statute will be completed in four weeks and then go to the State AG for review. The owners of the vessels in Steamboat Slough have been involved with the DNR with one spending two days with them. The vessels Steamboat Slough are still scheduled to be a test case of the new law. The State stills needs to have a transparent way of tracing ownership of *all* boats and we will work with the State Dept of Admin to accomplish that. DNR and DEC are actively monitoring this situation in Steamboat Slough. DNR reported that for 30yrs. they have requested the means for enforcement of their regulations but have not been granted the power to issue citations, etc.

Peter Williams
Port Director

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PORT OF BETHEL

P.O. Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2310



Date: 5/1/16
To: City Council

Re: FY-17 Municipal – Dock & SBH Budgets

The Port is proposing to use funds from our various saving accounts and to use Fund Balance to purchase equipment and property.

The Muni-Dock budget for Materials, Supplies and Services and Personnel are pretty much the same as last year. Gravel for along the waterfront, mainly the city dock 52-50-775, and the Small Boat Harbor -52-55-775 are the largest expenses totaling \$80,000 and \$15,000 respectively. Improvements for the Port Shop, 52-50-669 \$20,000, is another large expenditure. The use of other funds is detailed below.

Revenues for FY-17 to the Muni-Dock Fund will increase, due to a rate increase for wharfage, approximately \$36,000, on the Municipal Dock. An increase to the Small Boat Harbor budget of \$6,500 - \$9,000 increase for permits in the Small Boat Harbor. Overall, I don't expect any major changes in the volume of freight. If the anticipated construction materials for the school in Kwethluk passes over the dock there will be increase in revenue that is accounted for in the budget. The dock seems to receive freight for a project outside of Bethel every year. In FY-18 due to the current state of State of Alaska's budget we should plan to expect downturn freight bound for the villages.

If YKHC and Donlin's planned projects go as planned the wharfage on the dock if used, will at least be at the same levels I would think for FY-18 and probably FY-19.

Revenues for fuel thru-put remain at the same levels as last year. This revenue is dependent on how many gallons of fuel pass over/through the petroleum dock. The Port has used a 12.5M gallons a year average to determine the amount used for budget purposes. This revenue source needs to be watched closely in the next two years. Delta Western is not delivering fuel to the villages this year but another company will pick up their customers. Donlin will bear watching to see how they handle their fuel if the mine becomes a reality.

The four accounts that the Port is proposing to use are;

Seawall Maint. Account – 52-12300 – as of 1/31/16 the balance is \$1.875M dollars. We would like to use \$80,000 to purchase the Jung/Active parcels, ROW's for East Ave, and the parcels needed for the Bethel Bank Stabilization Project (BBSP). There is a good chance that these purchases will be completed in FY-17. This expenditure will be added to our in-kind match for the BBSP.

BBSP – The USACE has this project on their "Work Plan for Fiscal Year 2016 Civil Works Appropriations". This information was released 3/11/2016 and we haven't been able to find out anything more about the project since. The Finance Director and I feel that it would be best if funds are needed in this fiscal year would be to ask the city council to approve a budget modification when the time was appropriate. The USACE has \$3.5M dollars and our match for the project is \$1.16M dollars. There are some in-kind matching funds that are not documented at this date. This project has been shovel ready since 2004.

Dock Deferred Maint. Account – 52-12500 – as of 1/31/16 there is \$482,053 plus \$178,000 that needs to be transferred back into this account for a total of \$660,000 attributed to this account.

The Port would like to transfer \$297,000 of this amount to purchase a new 950M Cat Loader. The funds would be transferred to the Fleet Replacement Fund.

The cost of the loader is \$271,090 FOB Seattle. AML freight costs \$25,285. The total from 52-1500 would be \$296,375. We are using a NJPA contract which gives us a 24% discount off the base price of \$307,923 (24% = 73,903 off the sales price). Total \$234,026, ad freight to Seattle, warranties, prep etc. of \$37,864 which brings the total back to \$271,090 plus shipping, \$25,285. We have seven different purchasing agreements with the extreme payment plan of 84 months. The purchase price for an 84 month agreement would be \$418,738. The City Manager has suggested that the Port consider this a loan from the Dock Deferred Maint. Acct. and over time the Port would repay the fund. I suggest \$50,000 a year.

The current piece of equipment is 22 yrs. old and is very expensive to maintain, parts are hard to find and expensive which means a repair can take 4-6 weeks. At the moment it will not turn off properly. As long as I've been here alarms are constantly go off, weeps hydraulic oil and it overheats regularly which is due to a factory installed radiator that was of the wrong type. We would not see this till June of 2017.

Fleet Replacement Fund – (58-50-470) – as of 4/13/2016 the balance \$50,000.

City Council passed a budget modification on 4/12/2016 which gives us enough funds in the account to purchase a truck. I think that after the purchase of a truck there will be about \$10,000 dollars remaining. Unused funds could be used for the loader.

Cash in Combined Fund – (Muni-Dock unrestricted funds) –52-10100 – as of 1/31/16 – Bal. = \$3.438M - The Port is proposing to transfer \$450,000 * of this to the Port Office Fund 47-50-690. Currently there is \$500,000 budgeted for FY-16 with \$82,000 encumbered

leaving a balance of \$418,000. The transferred funds would bring the balance total to \$872,000.*

The RFP for the Port Office is not due till May 10. We will score the proposals before Mat 17th will go to the Council for approval on May 24th. At this time we don't know exactly what funds will be needed but if the RFP exceeds \$418,000* we will have to seek Council's approval

- This amount will change when the winning bid is chosen.

Peter Williams, Port Director
City of Bethel

Are you constructing in wetlands?
**A Permitting Presentation by the U.S.
Army Corps of Engineers**



Most areas within Bethel are considered wetlands

- What is the permitting process?
- What do I need for a complete PCN or application?
- Question and Answer period
- Who can I call if I have questions later?

Bethel City Hall
Council Chambers
Monday May 23, 2016
2:00 - 3:00 PM

US Army Corps of Engineers staff will be available to answer your questions
Do you have questions now but are not able to attend this open house – (907) 753-2777

To: Ann Capela, City Manager
From: Ted Meyer, Planner
Subject: March 2016 Activity Report
Date: April 1, 2016

Marijuana Advisory Committee

The Committee met on April 4th and 28th to continue adding to, revising, and fine-tuning the Draft Marijuana Ordinance. The objective is to have the draft ready for review in late May, early June.

Mapping

WHPacific is currently working on a quote for digitizing and properly formatting Zoning Map and the Bethel Land Status Map (shows ownership that includes Tribal, City, State, Federal). This land status line drawing will be layered on to a quad map mosaic of Bethel to provide better reference.

Hospital Expansion Project

- Notified YKHC staff of the requirement for a Conditional Use Permit as there will be a significant change in the usage of the property, as well as projected impacts to existing traffic.
- The Public Works Director and myself met with YKHC Capital Project staff at the site of pad work scheduled for this summer. They are currently working on the Site Plan Permit Application for this summer's work.
- I'm now in routine contact with DOT&PF staff who are coordinating the Traffic Impact Analysis Study for the project.

Cell Tower Survey

We've got 11 towers inventoried so far that includes identifications from both in the office and out in the field. The Planner Tech is researching attributes of each tower. I'm reading the code again for other relevant information to add to the database/spreadsheet.

Site Plan Permits

The development season has arrived and for the month of April we approved one residential and three commercial permits. We are responding to many inquiries as well.

Minor Plats

Approved the Final Minor Plat- Lot Line Adjustment for the IPHC Subdivision located on the southwest corner of 4th and Main.

Planner Tech

- The Planner Tech attended the American Planning Association annual conference in Phoenix from April 1st to 5th. This annual conference offers a wealth of information regarding planning policies, methods, and procedures.
- The Tech worked with the Bethel Transit Director in identifying and verifying potential sites for 15 bus shelters.

Planning Commission Business

The Conditional Use Permit Hearing for alcohol sales at the Snack Shack has been tentatively rescheduled to a Special Meeting on Monday, May 23 at 6:30pm.

Planned Agency Visits to Bethel

- The meeting with Mary Romero from the Corps of Engineers regarding the change in jurisdiction of the Wetland General Permit has been rescheduled to Monday, May 23 at 2pm at City Hall. Please see attached flyer for the meeting.
- The meeting with Sally Cox from the State DCRA and FEMA staff for identifying natural hazards on the Bethel
- RISK Map has been rescheduled to Wednesday, June 15 at 1:30pm at City Hall.

City Clerk's Report



City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

May 11, 2016 Special City Council Meeting

May 12, 2016 Special City Council Meeting

May 24, 2016 Regular City Council Meeting

Research/Document Preparation

- The Office is researching by mail elections. The City Clerk attended a demonstration on By-Mail Ballot tracking on Monday, April 18. And is coordinating with the Bethel Post Office to set up a meeting with the Anchorage By Mail Election Coordinator.
- 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.
- Modified the draft Social Media Policy based off of the department's suggested modifications.
- Putting together training for the staff on Public Records Disclosure Requirements.
- Reviews the contract for pool operations at the request of the City Attorney.

Alaska Public Offices Commission Lobbying Reports

The first quarter lobbying reports were submitted to the State.

Cemetery Improvements

Worked closely with Building Maintenance division to identify the 2016 project list of the cemeteries. Began discussions on the Memorial Cemetery expansion plan.

Joint Task Force Meeting

Discussed with Gene Peltola Sr., the option of holding the next Joint Task Force Meeting in May.