



Planning Commission Meeting Agenda
Regular Scheduled Meeting Thursday, December 13, 2018– 6:30PM
CITY HALL COUNCIL CHAMBERS 300 CHIEF EDDIE HOFFMAN HIGHWAY

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2018

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2019

Alex Wasierski
Commission Member
Term Expires 12/2018

Shadi Rabi
Commission Member
Term Expires 12/2019

Scott Campbell
Commission Member
Term Expires 1/2020

Thor Williams
Council Representative
Term Expires 10/2019

Betsy Jumper
Ex-Officio Member

Pauline Boratko
Recorder

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (5 Minute Limit)
- IV. APPROVAL OF THE AGENDA:
- V. APPROVAL OF THE MINUTES:
 - A. Regular Meeting- October 11, 2018
 - B. No meeting due to lack of quorum- November 8, 2018
- VI. NEW BUSINESS:
 - A. Blue Sky Subdivision Development Agreement
 - B. Tanqik (Tsikoyak II) Preliminary Plat Extension Request
 - C. Long Range Transportation Plan
- VII. PLANNER'S REPORT
- VIII. SPECIAL ORDER OF BUSINESS
- IX. COMMISSIONER'S COMMENTS
- X. ADJOURNMENT

City of Bethel, Alaska

Planning Commission

October 11, 2018

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on October 11, 2018 at the Bethel City Hall, Council Chambers in Bethel, Alaska. Chair of the Commission Kathy Hanson called the meeting to order at 6:30 PM.

II. ROLL CALL:

Comprising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, Lorin Bradbury, Alex Wasierski, and John Guinn.

Excused Absence: Shadi Rabi

Un-Excused Absence: Scott Campbell and Thor Williams

Also Present: Betsy Jumper, City Planner; Pauline Boratko, Recorder; Patty Burley, City Attorney.

III. PEOPLE TO BE HEARD: no one wished to be heard

IV. APPROVAL OF THE AGENDA:

| | | |
|-----------------------|----------------|-------------------------------|
| MOVED: | John Guinn | Motion to approve the agenda. |
| SECONDED: | Lorin Bradbury | |
| VOTE ON MOTION | Unanimous | |

V. APPROVAL OF THE MINUTES:

| | | |
|-----------------------|----------------|---|
| MOVED: | Lorin Bradbury | Motion to approve the September 13, 2018 meeting minutes. |
| SECONDED: | John Guinn | |
| VOTE ON MOTION | Unanimous | |

VI. NEW BUSINESS:

- A. Wind Energy Conversion Systems (WECS) Draft Ordinance: Commissioners discussed and would like more feedback from the DOWL engineers and AVEC electric company for input.
- B. **PUBLIC HEARING: ZONING APPLICATION:** On July 2, 2018 the City of Bethel Planning office received a Zoning Application to change the zoning designation on the official City of Bethel Land Use Map.

| | | |
|-----------------------|----------------|--|
| MOVED: | Lorin Bradbury | Motion to approve the zoning of the Official City of Bethel Land Use Map on Lot 4 Block 5 USS Survey 3230 A & B Bethel Town site, physical address 781 3 rd Avenue from Public Lands and Institution Use to a General Use area district |
| SECONDED: | John Guinn | |
| VOTE ON MOTION | Unanimous | |

VII. PLANNER'S REPORT: Betsy Jumper gave her monthly report.

VIII. SPECIAL ORDER OF BUSINESS:

IX. COMMISSIONER'S COMMENTS:

- A. Wasierski- no comment
- L. Bradbury- no comment
- K. Hanson- no comment
- J. Guinn- no comment.

X. ADJOURNMENT:

| | | |
|-----------------------|----------------|--------------------------------|
| MOVED: | John Guinn | Motion to adjourn the meeting. |
| SECONDED: | Lorin Bradbury | |
| VOTE ON MOTION | Unanimous | |

With no further business the meeting adjourned at 7:08 pm
APPROVED THIS _____ DAY OF _____, 2018

ATTEST: Pauline Boratko, Recorder

Kathy Hanson, Chair

City of Bethel, Alaska Planning Commission

November 8, 2018

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

Due to the lack of quorum there was no regular meeting held on November 8, 2018

II. ROLL CALL:

The following members were present for roll call: John Guinn, Shadi Rabi, and Scott Campbell

Also Present: Pauline Boratko, Recorder and Peter Williams, City Manager

Excused Absence: Kathy Hanson, Lorin Bradbury, and Alex Wasierski

Un-Excused Absence: Thor Williams

APPROVED THIS _____ DAY OF _____, 2018

ATTEST: Pauline Boratko, Recorder

John Guinn, Commission Member

Memo: To the Planning Commission
From: Betsy Jumper, Planning Director
Date: December 13, 2018
RE: Blue Sky Estates Subdivision Development Agreement

Summary: During September's Planning Commission Meeting, the Planning Commission directed City Administration and the Developer to come back by January 2019 with answers to the Summary of Disagreements (Document #10—Blue Sky Subdivision Summary of Disagreements). The following are the answers in **bold**.

1. (Page 2) Blue Sky would like to delete "Cable Lines (as approved by GCI); City does not want to delete, wants to ensure construction before the City takes ownership. **"Cable lines deleted and telecommunications lines" added under "Electrical power lines...."**
2. (Page 2) Agreed and clarified that the circulation system is on the roads.
3. (Page 2) Agreed and clarified language regarding dumpsters.
4. (Page 2) Request for City to delete, argue belongs on plat, not agreement; **Agreed, belongs on the plat.**
5. (Page 2) Percent of Compaction of Streets; City Engineer recommends reducing from 100% to 95% (typical standard). **Agreed.**
6. (Page 2) Language inserted by former City Manager Ann Capela. City does not believe the language is legal or enforceable; does not believe the language meets the BMC; City believes developer should follow BMC and pay fair share. **Developer to pay for a portion of a rate study that will be requested by the City to analyze future water and sewer needs. The Developer will be responsible for 25 percent of the cost of the rate study up to \$150,000 total cost of the rate study.**
- 7-9. (Page 2) Language from Planning Commission Resolution: **Take out "City of Bethel Standards" and "State of Alaska" standards, add instead Other: All construction shall be in accordance with plan set that is reviewed by and approved by the City of Bethel Public Works and the City's Engineer.**
10. (Page 6) Section 1.15 (B). Technical Correction: **Accepted.**
11. (Page 7) Section 1.16, Developer questions necessity of language "to Include engineering thereon" but does not object. **Agreed.**

12. (Page 9) Section 2.2B, Engineer requests to delete highlighted section; City rejects deletion; Engineer estimate critical to ensure proper guaranty. **Reworded: B. Amount of Guaranty: 1. The guaranty shall be in an amount equal to the estimated cost of all improvements, which shall be computed as follows. The developer shall submit for the City's approval a cost estimate for each improvement required by this Agreement. The Cost Estimate shall be completed as outline in Section 2.9 Cost Estimate....."**
13. (Page 10) Section 2.8A, Developer would like to strike in case the Construction varies from the plans (would require re-survey Of proposed grades, culverts, inverts, etc.). **Added/Changed...."**
A. The Engineer shall perform the work described herein in accordance with the City's recommended procedures for consulting engineers. The Engineer shall provide a true and correct copy of his certificate of registration to the City of Bethel Engineer. If the City requires work outside of this Agreement, the city will reimburse the Developer for any portion of engineering costs based on the professional fee schedule that will be provided to the City Engineer.
B. The Engineer shall have the following insurance:
1. E&O insurance of at least Five Hundred Thousand (\$500,000) dollars. The Engineer will maintain the E&O insurance for a period ending no later than two years. After the completion of the work set out in the Subdivision Agreement. The Engineer will provide a true and correct copy of the E&O policy to the City Engineer.
14. (Page 10) Section 2.8A, language, "local standards of practice" appears for 1st time, not in original draft; no note who inserted? **Taken out.**
15. (Page 11) Section 2.9C, Developer requests to strike this paragraph, City rejects deletion. **Revised to add, "City Engineer" and "to the City Engineer". Section 2.9D revised to "three weeks (3)."**
- (Page 11) **Added. – "Cost Estimate" –The Developer shall submit for the City's approval a cost estimate for each improvement required by this Agreement. The cost estimate shall be provided by the Developer's Engineer and shall be based on final stamped and sealed plans and specifications.**

16. (Page 11) Section 2.11A, highlighted by the Developer with a comment; No actual request? **Section 2.11 reserved.**

17. (Page 11) Section 2.11B, Developer requests to delete highlighted sections, City rejects deletion. **This section has been reserved and moved to Section 2.12.**

Added/Revised: Section 2.12 Quality Control Program:

B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include at least the following:

- 1. The frequency and type of test to be performed.**
- 2. A list of all the persons who will perform tests and inspections.**
- 3. Procedures for coordinating testing and inspection with the City Engineer, and for providing advance notice to the City Engineer of all inspections and tests which the City Engineer shall witness.**

C. Procedures for reporting quality control activities including discovering of deficiencies in the work.

- 1. Quality Control Program is attached as Exhibit A.**

18. (Page 11) Section 2.11B (4) "see attached" added – unsure by whom; no actual attachment provided. **Section 2.11 reserved.**

19. (Page 11) City requests to reduce to 95% compaction, more traditional Standard. **Agreed.**

20-21. (Page 12) Section 2.12, Developer requests to delete entire section. City rejects deletion; needed in order to schedule inspections.

Revised to Section 2.13 Work Schedule.

A. The Developer shall submit to the City Engineer, in such a form as the City may specify, a work schedule.

B. The work schedule shall include a progress chart of a suitable scale indicating the approximate percentage of work schedule for completion at any given time.

For each improvement the schedule shall indicate starting and completion dates for the following:

- a. Clearing, grubbing, removing overburden**
- b. Excavation, installation and backfill and 95% Compaction for each utility to be installed by the Developer**

c. Excavation, backfill, and 95% compaction for Street facilities

C. Work Schedule is attached as Exhibit B.

22. (Page 12) Section 2.14, City Engineer states that insurance needs To be more specific. Actual insurance language found in Document #8, forwarded to developer. **Revised Section 2.15 Liability Insurance: "The Developer shall provide adequate proof that it has acquired the insurance required". Currently, the Developer is reviewing Document#8 for the language.**
23. (Page 12) Section 2.15D language inserted by Developer. **Revised to Section 2.16 General Standards of Workmanship D. Contractor will build the roads to the standards of the presently accepted by the City of Bethel Public Works Department director or his designee.**
24. (Page 12) Section 2.16 – Agreed deletion by both City and Developer.
25. (Page 12-13) Developer requests to delete entire section; City rejects deletion; suggests modification to recognize the Right-of-Way does not yet exist until the plat is recorded. **Revised to Section 2.17 Work in Proposed Right-of-Way.**
26. (Page 13) Section 2.19 Section B added by Developer and agreed To by the City.
27. (Page 13) Section 2.19(A) (2), request to add "or Developer's designee" **Revised to "Developer's Engineer.**
- 28-29. (Page 13) Section 2.19B (a) & (e). Request to delete by Developer. Rejected by City, in some applications may be applicable. **Revised—keep (a) in, delete (e).**
- 30-31. (Page 13) Section 2.19B (h). Modification of language Comments states language deletion requested by Developer and City disagrees **Revised to "g". Compaction – streets (roads).**
32. (Page 14) Section 2.22, once final completed, need to verify these refer to Correct sections. **Verified to change to Section 2.9.**
33. (Page 16) Section 3.2, question by Developer clarifying that they will need A survey upon completion to document as-built conditions - Response by the City in the affirmative. **Agreed, with changes revised changes to "Monuments. By signing the final Subdivision Mylar Plat for recording with the State Recorder's Office, the Professional Land Surveyor of**

record acknowledges that all lot and corners and boundary corners are set.

34. (Page 21)

Developer requests to change entire section. City rejects deletion. ***Agreed to delete Engineer's Certificate and incorporate the insurance and cost estimate language into the main document.***

SUBDIVISION AGREEMENT

Subdivision: Blue Sky Subdivision,

The City of Bethel (hereinafter the City) a municipal corporation, and Blue Sky MKE, LLC (hereinafter Developer) enter into the following agreement this _____ day of August, 2018.

Blue Sky MKE, LLC, owner of Blue Sky Subdivision, executes this Agreement. It is understood that the Developer is acting as an individual and not a company or corporation, and that the person who executes the agreement on behalf of the Developer does so in the capacity of an authorized member and warrants that he has the authority to execute this Agreement on behalf of the Developer. The parties to this Agreement shall accept notices at the following addresses:

Developer
Blue Sky MKE, LLC
PO Box 1374
Girdwood, AK 99587

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

The real property which is the subject of this Agreement (hereinafter the Subdivision) is located in the City of Bethel and is described as follows:

Sections 11 and 12 of Tract 41, Township 8 North, Range 72
West, Seward Meridian

Containing 22.38 Acres (more or less)

** The legal description was taken from the preliminary plat for the Subdivision and may be subject to change after the recording of the final plat. Developer agrees that no change shall be detrimental to the City in enforcing the terms of this Agreement.

Under the terms of an existing ordinance to regulate and insure the orderly subdivision and development of land in the City of Bethel, Alaska, known as the Bethel Subdivision Ordinance (Chapter 17 of the Bethel Municipal Code (BMC)), it is provided that before the final plat of subdivision is approved for recordation, all physical improvements required by said ordinance for the land so subdivided shall have been installed therein, except that in lieu of actual installation of said physical improvements, the subdivider shall enter into an agreement with bond or other security in an amount equal to the total cost of such improvements guaranteeing that the improvements will be installed within a designated length of time.

Installation of said improvements has not been completed and the Developer desires to enter into said Agreement and furnish bond or other security so that the aforesaid plat may be approved for recordation.

The Developer seeks the City's non-objection to a final plat for the subdivision pursuant to BMC, section 17.04.067. In consideration of the City of Bethel's non objection to a final plat for the subdivision, the Developer agrees to construct and install the improvements described below in accordance with all the terms, covenants and conditions of this agreement and to the specifications outlined by the City or the party named herein.

- Circulation System (Roads)
- Complete Streets – Compliance
- Drainage (in conformance with Army Corp and City requirements)
- Dedicated dumpster easements with fill (dumpsters provided by City)
-
- Electrical Power Lines and telecommunication lines & Easements (as approved by AVEC, United Utilities and/or GCI)
- Graveled and compacted Streets
- LED Street Lighting

- Property Numbering and Street Names
- Recreation and Open Space Dedications
- Street Signs
- Water & Sewer (developer to pay for a portion of a rate study that will be requested by the City to analyze future water and sewer needs. The Developer will be responsible for 25 percent of the cost of the rate study up to \$150,000 total cost of the study).
- Zoning
- Other: Remediation of three (3) problematic culverts located inside Tsikoyak Subdivision.
- Other: The Developer will not sell any lots or begin any improvements until the Developer has obtained written permission from the Bureau of Indian Affairs (BIA) and provided a copy of same to the City.
- Other: All construction shall be in accordance with the plan set that is reviewed and approved by the City of Bethel Public Works and the City's Engineer.

The Developer estimates the cost of the improvements to be \$ _____

The Developer agrees to attach a time schedule for completing all of the above improvements as an Exhibit to this Agreement.

Revised Estimates of Cost of All Improvements:

| Estimate | | Date |
|----------|-------------------------|--------|
| Roads: | Joe Dale (Attachment C) | 7-1-17 |
| Power: | AVEC (Attachment D) | |

Developer acknowledges that although the City requires construction and installation of these items, that the Developer is solely liable for the cost thereof.

ARTICLE I
GENERAL PROVISIONS

1.1 Application of Article.

Unless this Agreement expressly provides otherwise, all provisions of these articles apply to every part of this Agreement.

1.2 Permits, Laws and Taxes

The Developer shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Developer shall pay all taxes pertaining to its performance under this Agreement.

1.3 Relationship of Parties

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor or other agent of the Developer be deemed an agent, employee or partner of the City, or otherwise than, in the case of the Developer, an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City. The Developer shall notify all of its contractors and subcontractors of the provisions of this section.

1.4 Engineer's Relationship to City

Notwithstanding section 2.8 or any agreement whereby the City reimburses the Developer's engineering costs, an engineer retained by the Developer or the City to perform work under this Agreement shall not be deemed an agent, partner or contractor of the City, or otherwise associated with the City.

1.5 Developer's Responsibility

The Developer shall be solely responsible for the faithful performance of all terms, covenants and conditions of this Agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition thereof.

1.6 Allocation of Liability

The Developer shall indemnify (to include paying all costs of defense, including without limitation, actual attorney's fees) and hold the City harmless from any claim, action or demand arising from any act or omission related to this Agreement in whole or in part, of the Developer, his agents, employees or contractors. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements.

1.7 Disclaimer of Warranty

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents

the fitness, suitability, or merchantability of any property, plan, design, material, workmanship, or structure for any purpose.

1.8 Non-Discrimination

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification, marital status, age or on any other basis prohibited by law or ordinance.
- B. In selling or leasing property or improvements in the subdivisions, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification, marital status, age or on any other basis prohibited by law or ordinance.

1.9 Cost of Documents

All plans, reports, drawings, electronic data and other documents that this Agreement requires the Developer to provide the City shall be furnished at the Developer's expense.

1.10 Public Utilities

- A. Any public utility service contemplated by this Agreement need be provided only to areas where the service is not prohibited by the Regulatory Commission of Alaska and applicable law. All utility service shall conform to the rules, regulations and tariffs of the Regulatory Commission of Alaska.
- B. If the Regulatory Commission of Alaska disallows any utility service by the City following the execution of this Agreement, the provision of the disallowed service shall be deleted from the requirements under this Agreement without affecting any other part thereof. The disallowance shall not be grounds for any claim, action or demand against the City.
- C. Any public utilities shall be granted any necessary easements.

1.11 Time of the Essence

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant and condition of this Agreement.

1.12 Assignment

- A. Except insofar as subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13 or at law or in equity.
- B. The Developer may assign its interest or delegate its duties under this Contract:

- 1 To the extent that Article 9 or the Uniform Commercial Code requires that assignments of contract rights be allowed.
- 2 To contractors and subcontractors, subject to section 1.5.
- 3 As expressly permitted in writing by the City.

1.13 Default: City's Remedies

A. The City may declare the Developer to be in default:

1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors;

Or

2. If the Developer has failed in any measurable way to perform its obligations under this Agreement provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or if the failure requires more than thirty (30) days to cure, the Developer fails within thirty (30) days of receiving the notice to commence and proceed with diligence to cure the failure.

B. Upon a declaration of default, the City may do any one or more of the following:

1. Terminate the Agreement without liability for any obligation maturing subsequent to the date of termination;
2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) days' notice in writing to the Developer. The Developer shall be liable to the city for any costs thus incurred. The City may deduct any costs thus incurred from any payment then or thereafter due the Developer from the City, whether under this Agreement or otherwise.
3. Exercise its rights under any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including, but not limited to, an action for injunction and civil penalties.

1.14 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 provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 Interpretation

- A. Each document incorporated by reference herein is an essential part of this Agreement and any requirement, duty or obligation stated in one document is

as binding as if in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents
2. Article II of this Agreement title “Improvement Construction Standards and Procedure”, and Article III of this Agreement “Acceptance of Improvements.”
3. Article I of this Agreement “General Provisions.”
4. Any other document incorporated herein by reference.

1.16 Effect of Standard Specifications

The standard specifications of the City of Bethel Municipal Code in effect at the time this Agreement is executed are incorporated by reference as minimum construction standards for performance under this Agreement. All performance by Developer shall be done in a good and workmanlike manner with the warranty that all work and improvements (to include the engineering thereon) are fit for the ordinary purpose for which such work and improvements are used.

1.17 Amendment

The parties may amend this Agreement, only by written agreement, signed by both parties and appended hereto.

1.18 Jurisdiction – Choice of Law

Any civil action arising from this Agreement shall be brought and tried in the Superior Court for the Fourth Judicial District of the State of Alaska at Bethel. The law of the State of Alaska shall govern the rights and duties of the parties under this Agreement.

1.19 Severability

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of the Agreement.

1.20 Integration

This instrument and any writings incorporated by reference herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether oral or written, between the parties hereto concerning the subject matter of this Agreement.

1.21 Responsibility for Claims

In addition to Developer’s duties contained in §1.6 above, Developer shall indemnify (to include paying all costs of defense, including without limitation,

actual attorney's fees) and save harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act of omission, neglect or misconduct of said Developer; or from any claims or amounts arising or recovered under the "Worker's Compensation Act," or any other law, order, or decree; and in the event of suit or suits, action or actions, claim or claims for injuries or damages, Developer's surety shall be held until the aforesaid shall have been settled and suitable evidence to that effect furnished to the City.

1.22 No Contract Rights in Third Parties

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

1.23 Definitions

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Acceptance" – by the City means a determination that an improvement meets municipal or state standards, and does not refer to accepting a dedication of the improvement by the Developer.
- B. "City" – for the purposes of administering this Agreement, means the City Manager or his designee.
- C. "Improvements" – means all work the Developer is required to perform under this Agreement.
- D. "Municipal Improvements" – means improvements to be dedicated to the City or to the public, or improvements operated and controlled by the City.

1.24 Developer's Duties Run with the Land; Memorandum of Agreement

The duties of the Developer run with the land for the benefit of the City. Upon executing this Agreement, the parties shall execute and the City may record the Memorandum of Subdivision Agreement.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURE

2.1 Recording of Final Plat.

The City will not render its non-objection to the final plat for the subdivision until the Developer has submitted and the City has approved the performance guaranty required by Section 2.2 and the Developer has complied fully with Sections 2.8 through 2.14.

2.2 Performance Guaranty

A. The Developer shall guaranty for the sole benefit of the City that the Developer will perform its obligations under this Agreement. The guaranty shall be in one of the forms specified by Sections 2.3, 2.4 or 2.5. During the term of this Agreement, the Developer may, with the written consent of the City, substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified by Sections 2.3, 2.4 and 2.5.

B. Amount of Guaranty:

1. The guaranty shall be in an amount equal to the estimated cost of all improvements, which shall be computed as follows. The Developer shall submit for the City's approval a cost estimate for each improvement required by this Agreement. The Cost Estimate shall be completed as outlined in Section 2.10 Cost Estimate. The estimated cost of all improvements shall be the sum of the approved estimated cost of constructing each improvement, plus an overrun allowance upon that sum as follows:

Total Estimated Cost of

| <u>Constructing Improvements</u> | <u>Overrun Allowance</u> |
|----------------------------------|--------------------------|
|----------------------------------|--------------------------|

| | |
|------------------|-----|
| \$0 to \$500,000 | 20% |
|------------------|-----|

| | |
|--------------------------|-----|
| \$500,001 to \$1,000,000 | 15% |
|--------------------------|-----|

| | |
|---------------|-----|
| \$1,000,001 + | 10% |
|---------------|-----|

2. If the City finds that increases in construction costs between the time the City approves the estimated improvement costs under 1 of this subsection and the time the improvements are completed, have rendered the approved estimated improvement costs unreasonably low; or if said costs are unreasonably low for other substantial cause, the City may require the Developer to increase the performance guaranty to an amount equal to an approved estimated cost of all improvements based upon current construction costs.

- C. If the Developer is not in default under this Agreement, the City may allow a reduction in the amount of the performance guaranty, or the amount secured thereby, not exceeding the difference between the estimated cost of all improvements and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that amount of the performance guaranty, or the amount secured thereby, always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.9.
- D. As soon as one of the following occurs, the City shall release any performance guaranty that has not been used or encumbered under Section 1.13:
 - 1. The final acceptance of all improvements and the posting of a warranty guaranty as provided in Section 3.8; or
 - 2. The expiration of the warranty period as provided in Section 3.9A.

2.3 Bonds

The Developer may provide a performance bond and a labor and material bond from a company qualified by law to act as a surety in the State of Alaska. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal. The surety must be rated by A.M. Best as an A or B surety.

2.4 Escrow

The Developer may deposit cash in an escrow with a bank qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

2.5 Letter of Credit

The Developer may cause a bank qualified to do business in the State of Alaska to issue an irrevocable letter of credit or loan commitment agreement to the City as beneficiary. The letter of credit or loan commitment agreement shall be in a form approved by the City.

2.6 Deed of Trust

The Developer may grant the City a first deed of trust on real property located in the City to secure the estimated cost of all improvements. The City will accept the first deed of trust if (1) the assessed value equals or exceeds the amount to be secured by the Deed of Trust and (2) the City obtains, at Developer's expense, a policy of title insurance from a recognized title company doing business in the State of Alaska, naming the City as the insured beneficiary of the first deed of trust in the amount of the estimated cost of all improvements.

2.7 Prerequisites to Construction

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until the requirements of Sections 2.8 through 2.14 have been met and the City has delivered to the Developer the Notice to Proceed.

2.8 Engineer

A. The Developer shall retain an engineer registered as a professional engineer under the laws of the State of Alaska, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work, and preparing as-built data. The Engineer shall perform the work described herein in accordance with the City's recommended procedures for consulting engineers. The Engineer shall provide a true and correct copy of his certificate of registration to the City of Bethel Engineer. If the City requires work outside of this agreement, the City will reimburse the Developer for any portion of the engineering costs based on the professional fee schedule that will be provided to the City Engineer

B. The Engineer shall have the following insurance:

1. E&O insurance of at least Five Hundred Thousand (\$500,000) Dollars

The Engineer will maintain the E&O insurance for a period ending no later than two years after the completion of the work set out in the Subdivision Agreement. The Engineer will provide a true and correct copy of the E&O policy to the City Engineer.

2. The Developer shall inform the City of the name and mailing address of the Engineer he has retained to perform the duties described in subsection A of this section, and agrees that notice to the engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this section.

2.9 Plans and Specifications

A. The Developer shall submit to the City, in such form as the City may specific, all plans and specifications pertaining to the construction of the improvements.

B. The Developer shall submit to the City proof that he has retained an engineer to perform the duties described in §2.8A.

C. If the City Engineer requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications to the City Engineer.

D. The City either in-house or through retained professionals, shall approve the plans and specifications as submitted or indicate to the Developer how it may

modify them to secure approval within three (3) weeks from either [1] the submission of all plans and specification for the improvements, or [2] the payment of the deposit required upon plan submission under Section 2.10, whichever occurs later.

2.10 Cost Estimate

- A. The Developer shall submit for the City's approval a cost estimate for each improvement required by this agreement. The cost estimate shall be provided by the Developer's Engineer and shall be based on final stamped and sealed plans and specifications.

2.11 Reserved

2.12 Quality Control Program

- A. The Developer shall submit to the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include at least the following:
 - 1. The frequency and type of all test to be performed.
 - 2. A list of all persons who will perform tests and inspections.
 - 3. Procedures for coordinating testing and inspection with the City Engineer, and for providing advance notice to the City Engineer of all inspections and tests which the City Engineer shall witness.
- C. Procedures for reporting quality control activities including discoveries of deficiencies in the work.
 - 1. Quality Control Program is attached as Exhibit A.

2.13 Work Schedule

- A. The Developer shall submit to the City Engineer, in such a form as the City may specify, a work schedule.
- B. The work schedule shall include a progress chart of a suitable scale indicating the approximate percentage of work schedule for completion at any given time. For each improvement the schedule shall indicate starting and completion dates for the following:
 - a. Clearing, grubbing, removing overburden
 - b. Excavation, installation and backfill and 95% compaction for each utility to be installed by the Developer.
 - c. Excavation, backfill and 95% compaction for street facilities.
- C. Work Schedule is attached as Exhibit B.

2.14 Materials

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

2.15 Liability Insurance

The Developer shall provide adequate proof that they have acquired the insurance required as outlined in Exhibit C.

2.16 General Standard of Workmanship

- A. The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the City and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.
- B. If in the course of construction conditions appear that in the exercise of reasonable engineering judgment require a modification of or substitution for approved materials, equipment, plans, specifications or contracts to meet a higher standard of performance, the Developer shall give written notice thereof to the City and, subject to the City's prior approval, make the modification or substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this agreement in accordance with applicable statutes, ordinances and specifications.
- D. Contractor will build the roads to the standards presently accepted by the City of Bethel Public Works department Director or his designee.

2.17 Work in Proposed Right-of-Way

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City, and that will permit the City properly to schedule work that it will perform.

This is not Right of Way until the plat is approved and recorded.

2.18 Surveyor

All surveys required for the completion of improvement under this Agreement shall be made by a person registered as a professional land surveyor under the laws of the State of Alaska.

2.19 Required Reporting

A. Quality control.

- (1) The Developer shall submit to the City, regularly and promptly, written reports describing the results of all tests and inspections required by the quality control program, and all other tests and inspections which the Developer may make.
- (2) The Developer or Developer's Engineer shall coordinate testing and inspections with the City and provide reasonable advance notice to the City of all tests and inspections which the City shall witness, as required by the approved quality control program.

B. Construction progress.

- (1) At such intervals as the City may require, the Developer shall enter on the approved work schedule progress chart the actual work progress to date, and immediately forward two (2) copies of the marked progress chart to the City.
- (2) If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's approval.
- (3) In addition to any other notice that this agreement may require, the Developer shall give the City reasonable notice prior to commencing each of the following:
 - a. Clearing and grubbing
 - b. Completion of any excavation;
 - c. Installation of each utility;
 - d. Placement of backfill, or classified backfill;
 - e. First placement of leveling course;
 - f. First placement of gravel;
 - g. Compaction – streets (roads) ;

2.20 Progress Payments

The Developer shall pay his contractors all contract progress payments when due.

2.21 Surveillance

- A. The City may monitor the progress of the work and the Developer's compliance with this agreement and perform any inspection or test which it deems necessary to determine whether the work conforms to this Agreement.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.19., the City may require, at the Developer's expense, retesting, exposure or previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.22 Stop Work Orders

- A. If the City determines there is a substantial likelihood that the Developer will fail to comply, or if the Developer does fail to comply, with this Agreement, the City may stop all further construction of all or some of the improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or its engineer of the order. In this section, "nonconforming construction" includes, by way of example and not by way of limitation, construction work for which the Developer failed to strictly comply with the requirements contained in §2.9, even though the constructed work passes the tests.
- B. A stop work order shall remain in effect until the City approves:
 - (1) Arrangements made by the Developer to remedy the nonconformity; and
 - (2) Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for an action or claim against the City, except for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this agreement the following provision:

The City of Bethel, pursuant to a Subdivision Agreement on file with the City Clerk and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the Development Agreement. In the event that a stop work order is issued by the City of Bethel, the contractor immediately shall cease all work or all affected work at the City's discretion and await further instructions from the Developer.

2.23 Access

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any of the work.

2.24 Maintenance

The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of the damaged improvement.

2.25 Operation of Improvements Prior to Acceptance

- A. Before the City accepts the improvements, the City may enter upon, inspect, control and operate any improvement if the City determines that such on is necessary to protect the public health, safety and welfare.

- B. The action described in subsection A of this section shall not constitute the acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this agreement.

2.26 Time

- A. All improvements required by this Agreement shall be completed within two (2) years of the date of execution hereof.
- B. The Developer shall begin actual construction of improvements required under this Agreement in accord with the Developer's work schedule as approved by the City.
- C. If the Developer is delayed by an action or omission of the City not otherwise authorized under this Agreement, or by changes ordered in the work, labor disputes, fire, delays in transportation, casualties, or other cause which the City in its discretion determines to be adequate to justify the delay, the time of completion of construction under this Agreement may be extended for a reasonable time which shall be determined by the City. No extension shall be granted unless the Developer gives notice in writing to the City within ten (10) days after the occurrence of the cause for delay. In the case of a continuing delay, only one notice is required.

ARTICLE III
ACCEPTANCE OF IMPROVEMENTS

3.1 Prerequisites to Acceptance

The City shall not accept the improvements until all the requirements of Sections 3.2 through 3.5 have been met.

3.2 As-Built Drawings

Prior to the final inspection and certification under Section 3.6.E, the Developer shall provide to the City one acceptable set of reproducible Mylar as-built drawings for each improvement and acceptable electronic data copy of each improvement drawing in an AutoCAD .DWG or .DWF or other format as specified by the City on media as specified by the City. The as-built drawings and electronic information shall be certified by a professional engineer registered under the laws of the State of Alaska to represent accurately the improvements as actually constructed.

3.3 Monuments

By signing the final Subdivision Mylar Plat for recording with the State recorder's office, the Professional Land Surveyor of record acknowledges that all Lot corners and boundary corners are set.

3.4 Certificate of Compliance

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed by the standard specifications of the City in effect at the time of this Agreement.

3.5 Conveyance of Easements and Rights-of-Way to City

The Developer shall convey to the City or the public, any easement, right-of-way or other property interest necessary to allow the City reasonable access to the municipal improvements to operate, maintain, or repair the municipal improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.6 Inspection

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements, and any other work in dedicated easements or rights-of-way.
- B. The City shall inform the Developer, in writing, of any deficiencies in the work found in the course of its inspection.
- C. At its own expense, the Developer shall correct all deficiencies found by inspections under subsection A of this section. Upon receiving notice that the deficiencies have been corrected, the City shall re-inspect the improvements.

- D. The City may continue to re-inspect an improvement until the City is satisfied that the Developer has corrected all deficiencies in the improvement.
- E. After a final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards, and the Developer has furnished the as-built drawings and electronic data required by Section 3.2, the City shall notify the Developer that all improvements have been accepted.

3.7 Consequences of Acceptance of Improvements

- A. The City's final acceptance of the municipal improvements constitutes a grant to the City of all the Developer's right, title and interest in and to the municipal improvements.
- B. By accepting the municipal improvements under this Agreement, the City does not undertake to maintain any such improvement unless obligated to do so by applicable statute, ordinance, regulation or tariff.

3.8 Developer's Warranty

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship discovered no more than two (2) years from the date the City notifies the Developer of the acceptance of the improvements. This warranty shall cover all direct and indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City, or other person, caused by such failure or defect or in the course of the repairs thereof, and any increase in cost to the City of operating and maintaining a municipal improvement resulting from such failures, defects or damage.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in subsection B of this section, that the City takes any action, or omits to take any action authorized by this Agreement, including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.

3.9 Warranty Guaranty

- A. To secure the Developer's performance of the warranty under §3.07, the performance guaranty provided by the Developer under §2.2 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.3 through 2.5.

- B. The amount of the warranty guaranty shall be the percentage of the estimated cost of all improvements calculated pursuant to §2.2B, determined by the following table:

| Estimated Cost of All Improvements | Percent to Secure Warranty |
|---------------------------------------|-------------------------------|
| \$0 - \$500,000 | 10% |
| \$500,001 to \$1,000,000 | 7.5% |
| \$1,000,001 and over | 5.0% |

3.10 City's Remedies Under Warranty

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in §3.07. Except in case of emergency, the City shall notify the Developer before conducting any tests or inspections to determine the cause of the failure or defect and shall notify the Developer of the results of all such tests and inspections.
- B. The Developer shall correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defect within the time allowed by subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill therefor, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, together with interest, costs and reasonable attorney's fees.

3.11 Conditions of Reimbursement

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement.
- B. Any reimbursement shall be subject to the approval of bonds and the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds except for payment of interest, nor shall such delay constitute a breach of this Agreement.
- C. The City may reimburse the Developer in installments, and in such event any unpaid balance shall bear interest at the rate paid on bonds sold to finance the reimbursement, or otherwise at three (3%) percent per annum simple interest.

3.12 Completion of Performance: Release of Warranty.

- A. The City shall inspect the improvements at or before the end of the warranty period, and before releasing any performance guaranty or warranty guaranty then in effect. The Developer shall correct any failure or defect in the work revealed by the inspection as required by §3.09.
- B. On the Developer's apparent satisfactory performance of all its obligations under this Agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement. Such release of warranty shall not waive the City's rights against Developer for contract claims or tort claims.

The Developer IS posting a performance guaranty under this Subdivision.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF BETHEL

DEVELOPER – BLUE SKY MKE, LLC

Peter A. Williams
City Manager

Exhibit A: Quality Control plan

Exhibit B: Work Schedule

Exhibit C: Insurance Requirements

Memo to Planning Commisison

Date: December 13, 2018

From: Betsy Jumper, Planning Director

Re: Tanqik Subdivision (formerly Tsikoyak #2)

On November 27, 2018, Farpoint Land Services, LLC submitted a formal letter in behest of owner Martha Larson requesting a 6-month extension of time of the preliminary plat.

The Tsikoyak preliminary plat was approved by the Planning Commission in July of 2017. The preliminary plat would expire in January 2019, marking the 18 - month deadline. Bethel Municipal Code 17.12.090 states "the subdivider may be granted an extension of this time by the planning commission not to exceed six (6) months upon written application filed before the expiration of the 18 - month period, for reasons deemed adequate by the planning commission".

Granting a six-month extension would give the applicant time to fulfill the requirements of the subdivision development agreement. If the requirements of the agreement are not met in that six-month time period, then the preliminary plat would become null and void.



Farpoint Land Services, LLC

Surveying · Mapping · Land Management · GIS

Betsy Jumper
City of Bethel Planning Director
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

11-27-18
WO # 14142

Re: Tanqik Subdivision

Dear Betsy

We wish to request a 6-month extension of time on this subdivision starting at the end of the existing 18-month approval. This will allow time to finalize our subdivision agreement with the City of Bethel.

If you have any questions, please contact me. Thank you

Sincerely

Martha Larson
Owner.

1131 E. 76th Ave, Suite 101 Anchorage, Alaska 99518
Phone: 907.522.7770 · Fax 1-866.414.6499 · survey@farpointak.com

1. If approved by the commission, the platting officer shall sign the plat and attach thereto a notation that it has received preliminary plat approval and return it to the subdivider for compliance with final plat approval requirements;
2. If conditionally approved with modifications to be made, the platting officer shall sign the plat as conditionally approved, attach a statement of the changes required, and return it to the subdivider. If disapproved by the commission, the platting officer shall attach to the plat a statement of the reasons for such action and return it to the subdivider. In any case, a notation of the action taken and reasons therefor shall be entered in the records of the planning commission.

B. Approval of the preliminary plat by the planning commission shall not constitute final acceptance of the subdivision by the planning commission.

C. If improvements are to be constructed, the plans and specifications shall be submitted for approval by the city engineer. Required approval of the plans and specifications by state and federal agencies shall be submitted prior to submittal of the final plat and the commencement of construction. Construction of improvements may not begin until the platting officer has received notification of approval of the plans and specifications by the city engineer and the relevant state and federal agencies. [Ord. 01-05 § 7.]

17.12.080 Modifications of preliminary plat.

A. When substantial modifications to the proposed subdivision occur or are proposed subsequent to preliminary plat approval, the platting officer may direct the subdivider to submit a new preliminary plat reflecting the modifications that occurred or are proposed subsequent to initial preliminary plat approval. A preliminary plat that is modified and submitted under this section shall be treated as a new submittal, must meet the requirements for original submittals, be advertised, heard and acted upon by the planning commission.

B. Minor proposed modifications may be approved by the platting officer if the modifications do not cause the plat to violate any standards applicable to the plat, require that the modified plat be reviewed and approved by a state or federal agency, and are consistent with the concerns and policies that may have been expressed by the planning commission, city and state agencies and local utilities during the review and consideration of the preliminary plat. [Ord. 01-05 § 7.]

17.12.090 Abandonment.

A preliminary plat shall be considered to have been abandoned by the subdivider if a final plat for such subdivision has not been submitted within eighteen (18) months from the date the preliminary plat submittal was accepted for consideration. The subdivider may be granted an extension of this time by the planning commission not to exceed six (6) months upon written application filed before the expiration of the eighteen- (18-) month period, for reasons deemed adequate by the planning commission. Any plat not submitted for final approval within the period of time set forth in this section shall be null and void, and the subdivider shall submit a new preliminary plat if the subdivision is to receive planning commission consideration. [Ord. 01-05 § 7.]

17.12.100 Phased final plat approval.

If an entire subdivision has received preliminary plat approval, the subdivider may, upon written approval of the planning commission, submit a final plat for a portion of the subdivision. Such partial plat and all subsequent plats for the remainder of the subdivision shall conform to the approved preliminary plat. The phasing and scheduling of such partial platting shall be specified in the planning commission's written approval. The last final plat must be submitted not later than twenty-four (24) months from the date of the preliminary plat approval. All subdivision improvements necessary for a phase to be complete and for the improvements to function fully shall be completed or guaranteed prior to approval of the final plat for that phase. [Ord. 01-05 § 7.]

The Bethel Municipal Code is current through Ordinance 18-18, passed August 14, 2018.

Disclaimer: The City Clerk's Office has the official version of the Bethel Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

| TRACT | AREA (AC) | PERCENTAGE | PLANNED USE |
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| 46 | 1.0000 | 100.00 | RESIDENTIAL |
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| 95 | 1.0000 | 100.00 | RESIDENTIAL |
| 96 | 1.0000 | 100.00 | RESIDENTIAL |
| 97 | 1.0000 | 100.00 | RESIDENTIAL |
| 98 | 1.0000 | 100.00 | RESIDENTIAL |
| 99 | 1.0000 | 100.00 | RESIDENTIAL |
| 100 | 1.0000 | 100.00 | RESIDENTIAL |

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS, ALASKA REGION

In compliance with the provisions of Public Law 103-181 (1991), the Bureau is hereby approving this plan for the proposed subdivision of the 225 Parcel A, 225 Parcel B and 225 Parcel C.

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public _____



LEGEND

1 Best Subdivision
Cave

- NOTES**
- The subdivision is not listed in this form.
 - According to the 1912 Survey, the 225 Parcel A, 225 Parcel B, and 225 Parcel C are located within the 225 Parcel A, 225 Parcel B, and 225 Parcel C.
 - The proposed subdivision is shown in black on the plan.
 - The proposed subdivision is shown in black on the plan.
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 - The proposed subdivision is shown in black on the plan.



PLANNING OFFICER'S CERTIFICATION

I, _____, Planning Officer, certify that the proposed subdivision complies with the applicable provisions of the City of Fairbanks and that the plan has been approved by the Planning Commission and the City of Fairbanks.

CERTIFICATE OF SUBDIVISION AND BENCHMARK

I, _____, Surveyor, certify that the proposed subdivision complies with the applicable provisions of the City of Fairbanks and that the plan has been approved by the Planning Commission and the City of Fairbanks.

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public _____

ACCEPTANCE OF BENCHMARK

I, _____, Surveyor, certify that the proposed subdivision complies with the applicable provisions of the City of Fairbanks and that the plan has been approved by the Planning Commission and the City of Fairbanks.

TAX CERTIFICATION

This subdivision is a subdivision of land owned by the State of Alaska.

Subdivisor's Information

Name: **TANQUI SUBDIVISION**
Tract: **225 Parcel A, 225 Parcel B, 225 Parcel C**
Section: **12, 13, 14, 15, 16, 17, 18, 19, 20**
Township: **12N, Range: **18W****

Preparer's Information

Name: **Fairpoint Land Services, LLC**
Address: **1000 W. 11th Ave., Fairbanks, Alaska 99701**
Phone: **907.452.1111**

Surveyor's Information

Name: **_____**
Address: **_____**
Phone: **_____**

Notary Public's Information

Name: **_____**
Address: **_____**
Phone: **_____**

Planning Officer's Information

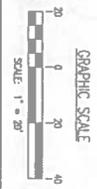
Name: **_____**
Address: **_____**
Phone: **_____**

Surveyor's Information

Name: **_____**
Address: **_____**
Phone: **_____**



SITE LAYOUT PLAN
SCALE: 1" = 20'



| SHEET NUMBER C2.0 OF 3 | COLLEEN PLACE BETHEL, ALASKA LOTS 1-10, BLOCK 1, TANOK SUBDIVISION |  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|---|---|-----------|-----|-------------------------|------------|-----|-------------------------|--|--|--|---|------|----|-------------|--|--|--|--|--|--|--|--|--|---|------|----|-------------|--|--|--|--|--|--|--|--|--|---|------|----|-------------|--|--|--|--|--|--|--|--|--|
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>11/5/2018</td> <td>MAH</td> <td>SUBDIVISION NAME CHANGE</td> </tr> <tr> <td>12/27/2019</td> <td>MAH</td> <td>SUBDIVISION NAME CHANGE</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | DATE | BY | DESCRIPTION | 11/5/2018 | MAH | SUBDIVISION NAME CHANGE | 12/27/2019 | MAH | SUBDIVISION NAME CHANGE | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | DATE | BY | DESCRIPTION | | | | | | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | DATE | BY | DESCRIPTION | | | | | | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | DATE | BY | DESCRIPTION | | | | | | | | | |
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PLANNING COMMISSION

2019 Calendar

| January 2019 | | | | | | | February 2019 | | | | | | | March 2019 | | | | | | | April 2019 | | | | | | |
|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 | | | | | | 1 | 2 | | | | | | 1 | 2 | | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 26 | 27 | 28 | 29 | 30 | 31 | | 24 | 25 | 26 | 27 | 28 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | |

| May 2019 | | | | | | | June 2019 | | | | | | | July 2019 | | | | | | | August 2019 | | | | | | | | |
|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|---|---|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | | |
| | | | 1 | 2 | 3 | 4 | | | | | | 1 | 8 | | | | 1 | 2 | 3 | 4 | 5 | 6 | | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | |
| 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 28 | 29 | 30 | 31 | | | | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | |

| September 2019 | | | | | | | October 2019 | | | | | | | November 2019 | | | | | | | December 2019 | | | | | | | | | | | | | | |
|----------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|----|----|----|----|----|----|----|--|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | 1 | 2 | 3 | 4 | 5 | | | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | | | | | | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | |
| 29 | 30 | | | | | | 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 29 | 30 | 31 | | | | | | | | | | | | |

 = packets

 = meeting



To: Pete Williams, City Manager
From: Betsy Jumper, Planner
Subject: Nov. Manager's Report
Date: Nov. 30, 2018

- Residential site plan applications processed this month include: one for a steambath and one for fencing.
- Research of property owners.
- Answer public's questions on miscellaneous topics.
- Removal of junk cars in conjunction with Streets and Roads on City rights of way.
- Employee safety meetings.
- Went to Anchorage to meet with City Engineers.
-