

CITY OF BETHEL

City Council Meeting Agenda, April 26, 2022 – 6:30 PM

Website: <https://www.cityofbethel.org/council>

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Mark Springer, Vice-Mayor Conrad McCormick, Michelle DeWitt,
Perry Barr, Rose Henderson, Eric Whitney, Beth Hessler

Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

4.1.



Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

6.1. *4-12-2022 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

8.1. Proclaiming April Alcohol Awareness Month (Council Member DeWitt)

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 22-02: Amending BMC 10.03.040 Governing The Operation Of All Terrain Vehicles (ATVS) On Public Roadways Within The City Of Bethel (Council Member Henderson)
- 9.2. Public Hearing Of Ordinance 22-12: Amending And Adopting Fees And Charges For The City Of Bethel (City Manager Williams)
- 9.3. Public Hearing Of Budget Ordinance 21-26 (I): Amending The City Of Bethel Fiscal Year 2022 Budget (City Manager Williams)

Posted April 20, 2022 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-545-4120

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 22-13: Re-Acquiring Property Owned By The City And Leased By The Lower Kuskokwim School District, Commonly Known As The Kilbuck School Site (City Manager Williams)
- 10.2. *Introduction Of Ordinance 22-14: Authorizing The Disposal Of Property Through Land Lease Agreement Pursuant To BMC 4.08.030 (B), Property Owned By The City Leased To The State Of Alaska, Department Of Transportation & Public Facilities For Department Of Fish And Game (City Manager Williams)
- 10.3. *Introduction Of Ordinance 22-15: Authorizing The Disposal Of Property Through Lease Agreement For Office Space Pursuant To BMC 4.08.030 (B) Property Owned By The City To The State Of Alaska Department Of Transportation & Public Facilities, Department Of Law (City Manager Williams)
- 10.4. *Introduction Of Ordinance 22-16: Authorizing The Disposal Of Property Through Lease Agreement For Office Space Pursuant To BMC 4.08.030 (B), Property Owned By The City To The State Of Alaska, Division Of Motor Vehicles (City Manager Williams)
- 10.5. *Introduction Of Ordinance 22-17: Amending Bethel Municipal Code Title 18 By Repealing Chapter 18.68, Board Of Adjustment; Repealing Chapter 18.70, Appeals; And Adding New Chapters 18.70, Appeals Of Planning Department Decisions And 18.75, Appeals Of Planning Commission Decisions (Council Member Henderson)
- 10.6. *Introduction Of Ordinance 22-18: Amending The Official Land Use Map Of Bethel By Adopting Residential, Public Lands & Institution, Open Space, And Industrial Zoning Designations To The Kasayuli Subdivision 4.5 Miles Southwest Of Downtown Bethel, Accessed By Noel Polty Blvd, Section 23, Township 8 North, Range 72 West, Seward Meridian, Bethel Alaska (City Manager Williams)
- 10.7. *Introduction Of Budget Ordinance 21-26 (j): An Ordinance Amending The City Of Bethel Fiscal Year 2022 Budget (City Manager Williams)
- 10.8. *AM 22-14: Direct Administration To Negotiate And Execute An Engineers Joint Contract Documents Committee (EJCDC) Five-Year Contract With The Engineer Firm Awarded The Highest Points By The City's Review Team (City Manager Williams)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted April 20, 2022 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

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The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on April 12, 2022 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Michelle DeWitt City Council Member Rose Henderson City Council Member Eric Whitney Vice-Mayor Conrad McCormick City Council Member Beth Hessler Mayor Mark Springer
Members Absent:
City Council Member Perry Barr
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Kathy Hanson- Spoke about the Planning Commission Conditional Use Permit process and recognized John Guinn's service to the City of Bethel over the years.

Lorin Bradbury- Opposed to marijuana use and shops.

Shane Iverson- Updated the Council on the AM radio tower project.

Item 4.1. Written Public Comments submitted by:

Lukas Vanasse- Opposed to Resolution 22-04 and 22-05.

Betsy Jumper- In favor of Resolution 22-04 and 22-05.

Ashley Glasheen- Opposed to Resolution 22-04 and 22-05.

Madelene Reichard- Opposed to Resolution 22-04 and 22-05.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Conrad McCormick
Seconded by:	Michelle DeWitt
In favor:	Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Remove from Consent Agenda- 10.1 Introduction of Ordinance 22-11-Vice Mayor McCormick.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *3-22-2022 Regular City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

Port Commission, Council Member Hessler- A meeting has not been held since the last City Council meeting.

Planning Commission, Council Member Henderson- No meeting since last meeting.

Community Action Grant Technical Review Board- No one to report.

Community Parks and Recreation Committee, Council Member DeWitt- Welcomed Brian Jackson, new member of the Committee. Reviewed the proposed budget to include the YK Fitness Center Budget. Reviewed the current comprehensive plan and discussed ways to incorporate recreational activities in the plan updates. Summarized the recommendation from the Committee that was included in the packet to provide an in-kind contribution to the Pool Enterprise fund for Water and Sewer Utility.

Finance Committee, Council Member Whitney- Looking forward to working with the new Finance Director.

Public Works Committee, Mayor Springer- No meeting since last meeting.

Public Safety and Transportation Commission, Vice-Mayor McCormick- Received a presentation from DOWL on the Comprehensive Plan. Reviewed complaints related to the transportation industry. Discussed the ATV ordinance, and recommended a postponement to September 13th. Postponed the discussion of the public defender's office and animal control.

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Recognizing John Guinn For His Years Of Service To The City Of Bethel

(Mayor Springer)

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 22-09: Amending BMC 01.01.120 Code Adoption, Supplements To Code (Mayor Springer)

Mayor Springer opened the Public Hearing.

No one present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Ordinance 22-09.

Moved by:	Rose Henderson
Seconded by:	Beth Hessler
In favor:	Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Ordinance 21-45: Authorizing The Disposal Of Property To Orutsararmiut Native Council Through Transfer Pursuant To BMC 4.08.030 (F) Disposal To Native Tribal Council Under Fee Simple Ownership (Mayor Springer)

Mayor Springer opened the Public Hearing.

No one present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Ordinance 21-45.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick

Motion to amend **Amendment Number 1**

Motion to amend the first whereas statement to strike 87,695 and insert 88,095:

WHEREAS, the City of Bethel owns a parcel of land situated in Tract A of Block 9, USS 3770 Northwest Addition, Bethel Townsite, 334 Akiachak Avenue, Bethel containing 87,695 88,095 square feet, located in the Public Lands and Institutions District;

Amendment Number 2

Motion to amend the fifth whereas statement to strike December 1, 2020 was approximately \$44.42 and insert January 12, 2022 is 190,000, just under 2.16:

WHEREAS, the fair market value of the land as of ~~December 1, 2020~~ was approximately ~~\$44.42~~ January 12, 2022 is \$190,000, just under \$2.16 per square foot excluding building improvements;

Amendment Number 3

Amend under Section 2. Terms of Disposal, the Description of the City's Interest Being disposed of to strike 87,695 and insert 88,095.

SECTION 2. Terms of Disposal

Legal Description. The property that is the subject of the disposal is described as: a parcel of land situated in Tract A of Block 9, USS 3770 Northwest Addition, Bethel Townsite, 334 Akiachak Avenue.

Description of the City's Interest Being Disposed of: A parcel of property containing ~~87,695~~ 88,095 square feet of level to sloping land with about two-third filled with sand. Electricity, telephone, water, and sewer lines serve the site. The land is located within the Public Lands and Institutions District.

Amendment Number 4

Amend under Section 2. Terms of Disposal, the Value of the City's Interest to strike December 1, 2020 was approximately \$3,895,411 and insert January 12, 2022 is \$190,000:

Value of the City's Interest: The appraised value of the property as of ~~December 1, 2020~~ was approximately ~~\$3,895,411~~ January 12, 2022 is \$190,000.

Amendment Number 5

Amend the title to insert after Fee Simple Ownership: to Orutsararmiut Traditional Native Council, A Federally Recognized Tribe.

If passed, the title will read:

AN ORDINANCE BY THE BETHEL CITY COUNCIL AUTHORIZING THE DISPOSAL OF PROPERTY THROUGH TRANSFER PURSUANT TO BMC 4.08.030 (f) DISPOSAL TO NATIVE TRIBAL COUNCIL UNDER FEE SIMPLE OWNERSHIP, Orutsararmiut Traditional Native Council, A Federally Recognized Tribe

Amendment Number 6

Amend the 6th whereas statement to strike: exempting the transfer from the stated waived immunity from suit for the purpose of enforcing any conditions attached to the disposal of the City's interest and without compensation to the City; and insert in accordance with BMC 4.08.030 (f).

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If passed, the whereas statement would read:

WHEREAS, the City wishes to transfer the above-described land to ONC under fee simple ownership the transfer from the stated waived immunity from suit for the purpose of enforcing any conditions attached to the disposal of the City's interest and without compensation to the City in accordance with BMC 4.08.030 (f);

Amendment Number 7

Amend the 7th whereas statement to strike partnership and insert relationship, to strike organizational and insert intergovernmental, to strike host public programs and insert community.

If passed, the whereas statement would read:

WHEREAS, the City Council appreciates and respects our partnership relationship with ONC and recognizes organizational intergovernmental collaboration between the entities is essential to the viability of our hosted public programs community;

Amendment Number 7

Amend Section 3. Authority and Immunity Waiver to strike Pursuant to and insert As required by ONC and insert Orutsararmiut Traditional Native Council, a Federally Recognized Tribe,

If passed Section 3 would read:

SECTION 3. Authority and Immunity Waiver. Pursuant As required by to Bethel Municipal Code 4.08.030(f), Disposal to Native Tribal Council, the disposal made by the City to ONC Orutsararmiut Traditional Native Council, a Federally Recognized Tribe, shall include a requirement that ONC waive any immunity from suit for the purpose of enforcing any conditions attached to the disposal of the City's interest in the above-described real property to ONC.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Motion to postpone until June 14, 2022 with an additional public hearing on that date.

Moved by:	Rose Henderson
Seconded by:	Michelle DeWitt
In favor:	Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric

	Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 22-11: Amending The Bethel Municipal Code, Chapter 5.10, To Prohibit The Operation Of Marijuana Establishments In The City Of Bethel (Council Member Hessler)

Main Motion: Introduce Ordinance 22-11.

Moved by:	Beth Hessler
Seconded by:	None

Motion does not carry due to a lack of a second.

Item 10.2. - *Introduction Of Ordinance 22-12: Amending And Adopting Fees And Charges For The City Of Bethel (City Manager Williams)

Passed on the consent agenda.

Item 10.3. - *Introduction Of Budget Ordinance 21-26 (I): Amending The City Of Bethel Fiscal Year 2022 Budget (City Manager Williams)

Passed on the consent agenda.

Item 10.4. - Resolution 22-04: Protesting The Issuance Of A Retail Marijuana License To Good Vibes LLC, License No. 30563, Proposing To Operate At 323 Chief Eddie Hoffman Highway, Bethel, Alaska (Council Member Hessler)

Main Motion: Adopt Resolution 22-04.

Moved by:	Beth Hessler
Seconded by:	None

Does not carry due to a lack of a second.

Item - 1. Opportunity For Applicant To Defend

Item 10.5. - Resolution 22-05: Protesting The Issuance Of A Restaurant Eating Place License To Uncommon Pizza, License No. 6072, Proposing To Operate At 401 Chief Eddie Hoffman Highway, Bethel, Alaska (Council Member Hessler)

Main Motion: Adopt Resolution 22-05.

Moved by:	Beth Hessler
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Seconded by: | None
Does not carry due to a lack of a second.

Item - 1. Opportunity For Applicant To Defend

Item 10.6. - *AM 22-10: Appointment of Committee and Commission Members for a term of three years (Mayor Springer)
Passed on the consent agenda.

Item 10.7. - *AM 22-11: Re-appointment of Committee Members for a term of three years effective February 1, 2022 (Mayor Springer)
Passed on the consent agenda.

Item 10.8. - AM 22-12: Authorize and direct City Administration to issue checks not to exceed \$38,820 to Year 5, Quarter 1 Community Action Grant (CAG) awardees based on the recommendation of the CAG Committee (City Manager Williams)

Council Member DeWitt declared a conflict of interest as the Executive Director of Bethel Community Service Foundation, and will see a 5% value of the income of the nonprofits they support in this AM.
Mayor Springer determined Council Member DeWitt does not have a conflict of interest.

Main Motion: Approve AM 22-12.

Moved by:	Conrad McCormick
Seconded by:	Rose Henderson
In favor:	Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Item 10.9. - AM 22-13: Approving The Special Meeting Dates And Times For The City Council To Review And Amend The City Manager's Proposed Fiscal Year 2023 Budget (Mayor Springer)

Main Motion: Approve AM 22-13.

Moved by:	Rose Henderson
Seconded by:	Eric Whitney
In favor:	Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Item 10.10. - *IM 22-06: Presentation Of The City's Water And Sewer Services Expenditures Compared To Budget From July 1, 2021 To March 31, 2022 – Utilities Maintenance – Water And Wastewater Activity Report (City Manager Williams)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Springer- Thanked the Fire Department for the Public Safety Camp. Expressed thanks to Mary Peltola for stepping up in Don Young's absence. Recommended staying off the river during this time of year.

Vice-Mayor McCormick- The Volunteer Fire Department will be selling raffle tickets until the 4th of July. Congratulated Xavier Mason for his nomination to the Top 40 under 40. Thanked everyone that contributed to Camai this year.

Council Member DeWitt- No comments.

Council Member Henderson- No comments.

Council Member Whitney-Tripod for the Ice Classic was installed last night.

Council Member Hessler- Enjoyed participating in the Public Comprehensive Plan meetings.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by: Conrad McCormick

Seconded by: Eric Whitney

In favor: Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler

Opposed: | None
Results: | Motion Carries

Meeting ended at 7:43 p.m.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk



CITY OF BETHEL -

FINANCE COMMITTEE

MONDAY, APRIL 25, 2022, 6:30 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HWY, COUNCIL CHAMBERS

<https://zoom.us/j/99674371849?pwd=NWTUNURHC1EVOE15DUVONFJ3NKNP>
[UT09](#)

MEETING ID: 996 7437 1849

PASSCODE: 507255

MEMBERS

Carol Ann Willard, Chair
Robert Rey, Vice Chair
David Trantham Jr.
John Hamilton
Farah Sears
Eric Whitney, Council Rep.

STAFF

Finance Director/Ex Officio Member: Duane Wright
Recorder: Alexandra Batchelor
Email: abatchelor@cityofbethel.net
Phone: 907-543-1381
Website: www.cityofbethel.org/financecommittee

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

- A. 03/28/2022

VI. NEW BUSINESS

- A. Discuss Brian Henry's unexcused absences.

VII. SPECIAL ITEM

- A. Training provided by City Clerk - Lori Strickler

VIII. EX OFFICIO REPORT

- A. Introduction, Duane Wright, Finance Director
- B. Attendance Record
- C. Finance Department Financial Standing
- D. March Manager's Report

IX. MEMBER COMMENTS

X. ADJOURNMENT

We are accepting written testimony from the public for each of our public meetings. The deadline to submit your written testimony will be 4:00 pm the day of the meeting. Please send written testimony to abatchelor@cityofbethel.net

Anonymous submissions will not be accepted.



CITY OF BETHEL

PLANNING COMMISSION MEETING

Thursday April 14, 2022, 6:30 p.m.

LOCATION: City Hall Council Chamber/via Zoom

ADDRESS: **300 CHIEF EDDIE HOFFMAN HIGHWAY**

COMMISSION MEMBERS:

Kathy Hanson, *Chair*

Lorin Bradbury, *Vice-Chair*

Alex Wasierski

Shadi Rabi

Stanley Hoffman Jr.

Jessica Schroeder

Haley Hanson, *Alternate*

Greg Morgan, *Alternate*

Rose Henderson, *Council Rep.*

STAFF:

PLANNING DIRECTOR: Ted Meyer

ADMIN ASST.: Pauline Boratko

EMAIL: planning@cityofbethel.net

PHONE: 907-543-5301

WEBSITE: www.cityofbethel.org

Join Zoom Meeting

<https://zoom.us/join>

Meeting ID: 863 4603 4837

Passcode: 221221

Dial by Location

253 215 8782 US (Tacoma)

346 248 7799 US (Houston)

669 900 9128 US (San Jose)

301 715 8592 US (DC)

312 626 6799 US (Chicago)

646 558 8656 US (New York)

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free

I. CALL TO ORDER:

II. ROLL CALL:

III. PEOPLE TO BE HEARD: 5-minute time limit per person

IV. APPROVAL OF AGENDA:

V. APPROVAL OF THE MINUTES:

A. March 15, 2022- regular meeting

VI. SPECIAL ORDER OF BUSINESS:

A. Declaring a seat vacant per BMC 2.60.030(f)

VII. UNFINISHED BUSINESS:

VIII. NEW BUSINESS:

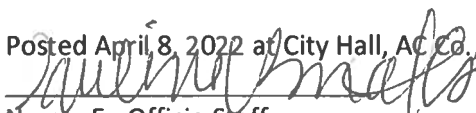
A. DOWL Presentation and Discussion of Comprehensive Plan Update on Land Use, Housing, and Environment

IX. EX OFFICIO MEMBER REPORTS:

X. COMMISSION MEMBER COMMENTS:

XI. ADJOURNMENT:

Posted April 8, 2022 at City Hall, AC Co., Swanson's, and the Post Office.


Name, Ex-Officio Staff



City of Bethel Proclamation

Proclaiming April Alcohol Awareness Month

WHEREAS, Alcohol Awareness Month is a time for awareness, education, and understanding of the causes and treatment of alcohol dependency and misuse;

WHEREAS, according to the [National Council on Alcoholism and Drug Dependency](#), alcohol is the most commonly used addictive substance in the United States with one in every 12 adults (17.6 million people) suffering from alcohol misuse or dependence;

WHEREAS, excessive alcohol use in the form of heavy drinking or binge drinking contributes to more than 95,000 deaths each year, according to the [Centers for Disease Control and Prevention](#); the leading cause of preventable death in the United State;

WHEREAS, alcohol misuse is the 3rd leading lifestyle-related cause of death in the nation, with more than half of alcohol-attributable deaths due to health effects from drinking too much over time;

WHEREAS, alcohol poisoning, cancer, car accidents, heart failure, liver damage, violent deaths, and harm from alcohol use are preventable;

WHEREAS, according to the [Partnership to End Addiction](#), individuals who begin drinking during adolescence have significantly higher odds of developing an alcohol or another substance use disorder, 33% of young people ages 12-20 reported drinking alcohol in 2019, 21% of those were aged 12-17;

WHEREAS, education of excess alcohol use needs to start with our youth; in the United States, approximately 45% of all college students ages 18-24 engage in what can be considered heavy episodic drinking; excessive drinking is also responsible for more than 4,300 deaths among underage youth each year;

WHEREAS, many with alcohol dependance need outside assistance to recover from their disease, we must provide support, for those who have substance use disorders, recognize the signs of the problem, and guide those in need to appropriate treatment and support services such as:

YKHC Behavioral Health
Bethel Family Clinic
Ayagnirvik Health Center

Recover Alaska
ONC Social Services

NOW, THEREFORE, the Bethel City Council proclaims April Alcohol Awareness Month in City of Bethel, Alaska. The Council calls upon all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals and health care facilities, schools, and colleges to support and provide early education, increase support for individuals and families coping, and alleviate discrimination and stigmas associated with alcohol dependency and misuse through tolerance and understanding. As a result of these efforts, we can provide hope, help, and healing to individuals facing challenges with alcohol use.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature on this 26th day of April 2022.

Mark Springer, Mayor

Attest:

Lori Strickler, City Clerk

Introduced by: Council Member Henderson
Introduction Date: January 25, 2022
Public Hearing: February 8, 2022
Public Hearing: March 22, 2022
Public Hearing: April 26, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-02

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BMC 10.03.040 GOVERNING THE OPERATION OF ALL TERRAIN VEHICLES (ATVs) ON PUBLIC ROADWAYS WITHIN THE CITY OF BETHEL

WHEREAS, the State of Alaska has enacted the Alaska Uniform Traffic Laws Act at AS 28.01.010-020;

WHEREAS, pursuant to AS 28.01.010(a), the Alaska Uniform Traffic Laws Act and any regulations adopted under Title 28 apply within all municipalities of the state, and a municipality may not enact an ordinance that is inconsistent with the provisions of Title 28 or the regulations adopted under it;

WHEREAS, AS 28.01.010(b) provides that, "notwithstanding" AS 28.01.010(a), "a municipality may enact necessary ordinances to meet specific local requirements.";

WHEREAS, in 2013, under BMC 10.01.010, the City adopted "all statutes and regulations of the state of Alaska, as they presently exist and as they may be revised in the future, relating to motor vehicles offenses, as the traffic code for the city."

WHEREAS, on October 14, 2021, the State of Alaska, Department of Public Safety adopted new regulations, effective January 1, 2022, governing the use of ATVs and snowmachines on "public roadways";

WHEREAS, the new state regulations at 13 AAC 02.325(g) provide that "[n]o person may drive an all-purpose vehicle on any public roadway where the designated maximum speed is greater than 45 miles per hour.";

WHEREAS, the new state regulations at 13 AAC 02.482(c) provide that "[n]o driver of an all-purpose vehicle may travel on a public roadway where that travel is prohibited by a local law or ordinance enacted in accordance with AS 28.01.010";

WHEREAS, state regulations at 13 AAC 02.280 permit a municipality to determine reasonable and maximum speed limits on any part of the state or municipal highway system and post notice of same;

Introduced by: Council Member Henderson
Introduction Date: January 25, 2022
Public Hearing: February 8, 2022
Public Hearing: March 22, 2022
Public Hearing: April 26, 2022
Action:
Vote:

WHEREAS, the new state regulations at 13 AAC 40.010(a)(67) includes ATVs in its definition of "all purpose vehicle," but do not define "public roadway;"

WHEREAS, the City contains numerous "public roadways," some owned by the State and some by the City and further prohibits the use of all-terrain vehicles on Chief Eddie Hoffman Highway and Akakeek;

WHEREAS, based on the foregoing and its general broad municipal powers, the City Council has the authority to proscribe speed limits for ATVs on all public roadways, regardless of state or city ownership, within the municipality; and;

WHEREAS, the City Council finds it necessary, in the interest of public safety, to exercise its authority to limit the speed of ATVs on all public roadways within city limits to fifteen (15) miles per hour.

NOW, BE IT ORDAINED, the City Council amends the Bethel Municipal Code 10.03.040 by amending the language regarding operation of ATVs.

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code 10.03.040 is amended as follows: (new language is underlined and old language is stricken):

10.03.040 Operation of all-terrain vehicles (ATVs).

A. ATVs are permitted to operate on ~~city streets~~ a public roadway within city limits except on Chief Eddie Hoffman Highway and Akakeek, under the following conditions:

1. Except as otherwise provided in this section, ATVs must comply with all city of Bethel and state of Alaska traffic laws and ordinances.
2. ATVs must be registered through the Division of Motor Vehicles and proof of registration must be displayed in the designated location on the vehicle.
3. Vehicles must have liability insurance, and proof of insurance must be presented upon demand.
4. While driving on a ~~city road~~ public roadway within city limits, ATVs:
 - a. Must stay on the correct side of the lane of traffic except when crossing the road;
 - b. May not pass other moving vehicles;
 - c. May not weave in and out of traffic;
 - d. May not operate in any other manner that may be considered careless, reckless, or negligent;

Introduced by: Council Member Henderson
Introduction Date: January 25, 2022
Public Hearing: February 8, 2022
Public Hearing: March 22, 2022
Public Hearing: April 26, 2022
Action:
Vote:

e. Must be under one thousand five hundred (1,500) pounds (including cargo).

5. ~~The~~ Notwithstanding any other posted speed limit, the speed limit for an ATV on a ~~city road~~ public roadway within city limits is fifteen (15) miles per hour.

6. The speed limit in a parking lot or an area congested with pedestrians is five (5) miles per hour.

7. The operator must have a valid driver's license. [Ord. 16-31 § 2.]

SECTION 3. Effective Date. This ordinance shall become effective upon adoption by the City Council.

ENACTED THIS ____ DAY OF 2022, BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk



City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission. Recommendations fall under reports of standing committees and are not actionable by the City Council.

Committee/Commission: Public Safety and Transportation Commission	Chairman: Theresa Quinter
Date Submitted: March 3, 2022	Council Rep: C.J. McCormick

Issue:

Ordinance #22-02 was forwarded to the PSTC for review, discussion, and recommendation concerning its impact on the community.

Recommendation:

It was passed unanimously to recommend Council table Ordinance #22-02 for one year. By tabling it, the City would allow ATV traffic to proceed in accordance with current State statute and City Code (BMC 10.03.040) and allow data to be collected concerning its real impact on our community. This information will further enable Council and Citizens to make an informed decision.

In the event council wants to enact the ordinance contrary to the PSTC recommendation, the PSTC recommends unanimously that the inclusion of Akakeet Street as a prohibited place be removed. The inclusion of this street as a prohibited place would push all ATV traffic to Ptarmigan and Ridgecrest Streets, in front of the schools' entrances, and mix it with the high volume of pedestrian traffic already present at times.

Introduced by: City Manager Williams
Introduction Date: April 12, 2022
Public Hearing: April 26, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-12

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING AN ORDINANCE AMENDING AND ADOPTING FEES AND CHARGES FOR THE CITY OF BETHEL

BE IT ORDAINED that the City Council of Bethel, Alaska,

Section 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

Section2 Amendments. The City of Bethel Fees and Charges is amended, new language is underlines and old language is stricken.

General Services	
Wire Transfer Fee	\$25
Non-Sufficient Funds Fee	\$30
Check Replacement Fee	\$25
Notary Service, per document	\$3
Bethel Lapel Pin	\$2
Passport Execution Fee (in accordance with U.S. Department of State)	\$25 <u>\$35</u>
Lost Key	\$100
Photocopies of Documents	\$0.25
Log Cabin Rental	
Cleaning Deposit	\$200
Main Room Full Day	\$175
Nonprofit	\$50
Kitchen Full Day	\$50
Both Full Day	\$225
Nonprofit	\$75
Main Room Half Day	\$90
Kitchen Half Day	\$25
Both Half Day	\$115

Introduced by: City Manager Williams
 Introduction Date: April 12, 2022
 Public Hearing: April 26, 2022
 Action:
 Vote:

Public Records	
<i>Searches, if over five (5) hours (per hour) If the search or production of records for one requester in a calendar month exceeds five person-hours, the requester shall pay the personnel costs required during the month to complete the search and copying tasks. The personnel costs may not exceed the actual salary and benefit costs for the personnel time required to perform the search and copying tasks. The requester shall pay the fee before the records are disclosed, and the city may require payment in advance of the search.</i>	
Electronic Records	Free
Paper Record	\$5.00 (First five pages) \$0.25 (Each additional pg.)
CD of Audio/Video/Documents	\$10
Sales Taxes and Business Licenses	
Bethel Business License Holder List	\$25
Bethel Business License	\$100
Identification Card/Replacement	\$10
Special Events Permit Application (Alcohol)	\$50
Cemetery Services	
Burial Permit	\$50
Burial Lot Reservation	\$150
Appeals	
Appeal to City Representative (not hearing officer)	\$50
Appeal to Hearing Officer (unless otherwise provided for in code)	\$150 <u>\$200</u>
<u>Appeal to City Body</u>	<u>\$200</u>
Code Enforcement	
Vehicle Removal	\$200
Impound Fee	\$25 (first day) \$20 (each additional day)
Police Department	
General	
Fingerprints (per card)	\$25
Civil Processing	\$45
Vehicles and Traffic	
Towing or Initial Impoundment (4-Wheeler/ATV/Snowmachine)	\$100
Storage of 4-Wheeler/ATV/Snowmachine	\$10 (per day)
Records	
Collision Report	\$10
Call for Service	\$5
Officer Report	\$10
CD	\$20

Introduced by: City Manager Williams
 Introduction Date: April 12, 2022
 Public Hearing: April 26, 2022
 Action:
 Vote:

Animal Control	
Animal License (AVID Chip)	\$20 <u>10</u>
Animal Adoption (animal license included)	\$25
Euthanization of Animal	\$30
Animal Impound	\$25 (first day) \$20 (each additional)
Rabies Vaccination	FREE
Quarantine 10 days	\$150
Protective Custody	
If Paid Within 30 Days	\$150
If Paid After 30 Days	\$175
Fire Department	
Basic Life Support Ambulance Services	\$450
Advanced Life Support Ambulance Services	\$600
Fire Incident Report	\$25
Ambulance Run Report	\$25
Planning	
General	
Variance	\$200
Vacation	\$300
Conditional Use Permit	\$200
Re-plat, Short Subdivision , Abbreviated Plat, Supplement Plat, Waiver, or Floodplain Land Use (<i>Additional Recording Fee May Apply</i>)	\$100
Preliminary Subdivision Plat	\$300
Additional Plot(s)	\$15 <u>20</u>
Final Subdivision Plat (<i>Additional Recording Fee May Apply</i>)	\$300
Platting Waiver	\$100
Appeal of a decision of the Planning Director	\$100
Site Plans and Violations	
Site Plan, Infill/Moving of Single-Family Residence	\$25
Site Plan, if submitted after work has begun but not complete.	\$300
*Contractor/owner responsible for penalty if infill/moving of residents without approved permit.	\$500
Site Plan, Residential Single Family New Construction	\$25
Site Plan, if submitted after work has begun but not complete.	\$300
*Owner responsible for penalty if infill/moving of residents without approved permit.	\$500

Introduced by: City Manager Williams
 Introduction Date: April 12, 2022
 Public Hearing: April 26, 2022
 Action:
 Vote:

Site Plan Residential Duplex *Owner responsible for penalty if developed without approved permit.	\$100 \$500
Site Plan Residential Triplex Site Plan, if submitted after work has begun but not complete. *Owner Responsible for fine if developments of a new residential triplex without Site Plan Application	\$200 \$300 \$1,000
Site Plan Infill Commercial Site Plan, if submitted after work has begun but not complete. *Developers Responsible for fine if Infill is done without Site Plan Application	\$100 \$300 \$1,000
Site Plan, Demolition of Building Either Residential or Commercial *Owner responsible for penalty if demolished without approved permit.	\$100 \$1,000
Site Plan Commercial Major (New Development or Existing Site Improvements) A. Site Plan Application Commercial: The application fee for a Commercial, Industrial or Other Non-Residential Development shall be \$600.00 for the first \$100,000.00 of the total construction costs, plus an additional fee one half of one percent for the portion over \$100,000.00 of the total construction costs. Typical construction costs shall include all costs associated with the development for which the application is being submitted, including, but not limited to site improvement for which the application is being submitted, including, but not limited to, site improvement and building improvement costs including new or additional buildings, but shall include interior furnishings, atypical features, decorative materials or other similar features. For fees calculated based the percentage of construction costs, such costs shall be supported by the sworn statement of a licensed architect, licensed engineer or other qualified individual if an architect or engineer has not been retained for the project as the expected construction costs for projects over \$1,000,000.00. Institutional (Hospital, Educational and Governmental) will be assessed a flat fee of \$600.00 for the total cost of the construction. B. For a Proposed Linear Development, the application fee shall be \$150.00 per acre of all land included in the right of way of the proposed linear development project plus \$150.00 per acre located outside of the right of way that will be disturbed as part of a linear development project. A Linear development means land uses such as roads, trails, sewerage and management of pipes, gas and water pipelines, electric, telephone and other transmission or distribution lines, which have the basic function of connecting two points, the rights-of-way therefore, and any accessory structures or uses directly	\$1,000

Introduced by: City Manager Williams
Introduction Date: April 12, 2022
Public Hearing: April 26, 2022
Action:
Vote:

associated therewith. Linear development shall not include residential, commercial, office or industrial buildings, improvements within a development such as utility lines or pipes, or internal circulation roads; 1. For a resource extraction permit application or permit renewal application, the application fee shall be \$1,500.00 plus \$30.00 per acre to be mined within each permit period (Yearly) 2. 2) For a change of use with no additional development or home occupations, the application fee shall be \$200.00; and The application fee for mixed residential and non-residential development shall be the sum of the residential and non-residential development fees as calculated according to the relevant fee schedules in (A) above.	
Major Subdivisions	
Adverting	\$275 500
Re-Adverting	\$325 500
Revision Following Advertising	\$350 500
Preliminary Plat Application	\$1,500
Change to Future Land Use Map	\$800
Variance	\$750
Subdivision Agreement	\$1,500
Maps	
Xerographic Type Single Sheet Map Copy	\$5 per sheet
Computer Generated Retracement of Single Lot or Tract with Legal Description	\$25
Computer Generated Single Sheet Map or Plat	\$50
<i>Each Additional Sheet</i>	\$25
Land Status Map	\$30
Comprehensive Plan on CD	\$25
Letter of Interpretation or Amended Letter of Interpretation:	
A. Application for any other Letter of Interpretation or Amended Letter of Interpretation.	\$200
B. Application fee for the review and processing of a request for a letter stating information that is available in a municipal land use ordinance or stating other information readily available to the public from a source other than the Bethel Planning Commission.	\$200
C. Application fee for an Amended Certificate of Filing. <i>If a request for an Amended Certificate of Filing is submitted more than five years following the issuance of the original Certificate of Filing, the fee shall be calculated as if a new application had been submitted.</i>	\$200 or 10% of orig. permit fee, whichever is >. Max \$3,000

Introduced by: City Manager Williams
 Introduction Date: April 12, 2022
 Public Hearing: April 26, 2022
 Action:
 Vote:

D. The fee for the review of any study or survey prior to the submission of a development application, including, but not limited to, any threatened or endangered species protocol, threatened or endangered species protocol results or a cultural resource survey, shall be one-third of the estimated application fee calculated in accordance with (a) through (b) above. Any fee submitted in accordance with this provision shall be deducted from the application fee due at the time of submission of the application for the proposed development for which the study or survey was prepared or conducted	
Tall Towers	
Advertising	\$275 <u>500</u>
Re-Advertising	\$375 <u>500</u>
Revision Following Advertising	\$350 <u>500</u>
Conditional Use Permit	\$750
Public Hearing	\$1,000
Change to Future Land Use Map	\$800
Special Use Permit	\$750
Variance	\$750
Code Enforcement	
Junk Vehicles Removed, per vehicle if liquids are not drained and batter is not removed	\$275
Junk Vehicles Removed, per vehicle if liquids are drained and batteries removed	\$75
Impound fee, first day	\$25
Each additional day	\$20
Removal of Non-Vehicles Junk /Honey Buckets 100% of cost of removal) *Disposal of items plus city manpower (wages), city vehicles usage (gas), court cost, attorney fees, only if property owners don't remove the debris from their property.	
Port and Harbor	
<i>Other fees are in accordance with the most recently adopted Tarrif Rates.</i>	
Small Boat Harbor Seasonal Moorage Per Foot LOA	\$12
Small Boat Harbor Use Permit	\$30
Small Boat Harbor Use Permit (for Vessel Moored more than four days in the small boat harbor)	\$60
Public Works	
Utility Permit Application Fee Annual Permit	\$130
Utility Permit Application Fee Temporary or Emergency use	\$50
Vehicle Disposal, per vehicle if battery and liquid are removed.	Free (2 per year) ≥ \$200

Introduced by: City Manager Williams
Introduction Date: April 12, 2022
Public Hearing: April 26, 2022
Action:
Vote:

Vehicle disposal, per vehicle without fluids/and or battery removed	\$300
Refrigerators and Freezer	\$40

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

ENACTED THIS _ DAY OF _____ 2022, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Mark Springer, Mayor

Lori Strickler, City Clerk

Introduced by: City Manager Peter Williams
Introduction Date: April 12, 2022
Public Hearing Date: April 26, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #21-26 (i)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2022 BUDGET

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2022.

WHEREAS, one or more unanticipated Planning Department personnel have requested a greater leave cash-out expenditure than expected;

WHEREAS, City Administration proposes that \$7,974.40 be added to the Planning Department Leave Cash-out line item to cover the potential overage from a request, while allowing for a sufficient margin for the remainder of the fiscal year;

I-1 Planning Department					
New Line Item	Line Item in Budget	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-54-6023	10-54-508	Leave/Cash-out	1,091.00	7,974.40	9,065.40
100-10100	10-10100	General Fund (Cash in Combined Fund)	11,504,103.00	(7,974.40)	11,496,128.60

WHEREAS, the Bethel Police Chief resigned from his position effective May 1, 2022;

WHEREAS, Administration prefers to use an executive search firm to recruit a new police chief;

WHEREAS, the expected cost of executive search firm services should be no more than \$15,000 and therefore, this amount of money should be added to the budget;

Introduced by: City Manager Peter Williams
Introduction Date: April 12, 2022
Public Hearing Date: April 26, 2022
Action:
Vote:

I-2 Administration Department					
New Line Item	Line Item in Budget	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-51-6003	10-51-522	Recruitment Costs	10,000.00	15,000.00	25,000.00
100-10100	10-10100	General Fund (Cash in Combined Fund)	11,496,128.60	(15,000.00)	11,481,128.60

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

ENACTED THIS 26TH DAY OF APRIL 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

PLANNING DEPARTMENT PERSONNEL (10-54)			FY21 Budget	FY22 Budget
PERSONNEL				
MIII R3	P1	City Planner	100,654	103,674
	P3	Planning Clerk	51,939	54,536
	501	SALARIES AND WAGES	152,593	158,210
		Merit Increases (Bargaining Unit only)	1,298	-
	502	Overtime	-	-
		Subtotal of miscellaneous wages	1,298	-
		TOTAL GROSS WAGES	153,891	158,210
	508	Leave Cashout: (BW*2%) of FTEs (FTE=2)	7,630	1,091
	511	Medicare: 1.45% of Total Wages	2,231	2,294
	512	Employee Group Benefits: (2119*12)*FTE (FTE=2)	50,856	50,856
	515	Unemployment Insurance: 1.78%*TW	1,500	2,816
	516	Workers' Compensation: (TW/100)*2.5833 (W/ \$39,900 cap)	411	4,087
	518	PERS Contributions: TW*22%	33,856	34,806
	519	Utility Benefit: (380*12)*FTE (FTE=2)	9,120	9,120
		BENEFITS AND TAXES	105,604	105,070
		TOTAL PERSONNEL	259,495	263,280

PLANNING DEPARTMENT (10-54)		FY19 Actuals	FY20 Actuals	FY21 YTD Actuals*	FY21 Budget	FY22 Budget
PERSONNEL:						
	Salaries, Benefits & Taxes excluding EGHB	167,513	178,091	99,317	208,639	212,424
502	Overtime	113	22	14	-	-
512	Employee Group Health Benefits (EGHB)	48,779	25,512	13,547	50,856	50,856
	Total personnel	216,404	203,624	112,878	259,495	263,280
MATERIALS, SUPPLIES, & SERVICES:						
545	TRAINING/TRAVEL	3,189	1,759	-	7,300	3,600
561	SUPPLIES	3,633	4,249	3,305	5,600	5,600
563	WEARING APPAREL	20	199	-	300	300
601	VEHICLE PARTS	880	245	28	1,000	1,000
602	GASOLINE	731	710	466	1,800	1,800
621	ELECTRICITY	1,622	1,779	452	1,440	1,440
622	TELEPHONE	69	66	33	200	200
623	HEATING FUEL	3,370	4,025	604	2,040	2,040
626	WATER/SEWER/GARBAGE	1,227	793	329	1,400	1,400
627	Staff Cellular Phones	455	336	168	840	840
642	Legal Fees	4,464	-	-	5,000	5,000
648	Code Enforcement Activities	-	-	-	3,500	3,500
649	Professional Services (STR)	26,490	43,648	4,448	97,340	42,000
661	VEHICLE MAINT/REPAIRS	953	1,061	398	1,894	1,894
668	HARDWARE/SOFTWARE SUPPORT	4,084	4,134	1,929	2,500	2,500
669	Professional Services	83	21	-	4,000	4,000
683	MINOR EQUIPMENT	2,757	4,041	-	5,500	5,500
721	INSURANCE	1,903	3,050	1,724	3,157	3,157
724	DUES & SUBSCRIPTION	9	147	179	500	500
727	ADVERTISING	389	981	214	2,000	2,000
771	NUISANCE ENFORCEMENT EXPENSE	-	-	-	-	-
799	MISCELLANEOUS EXPENSES	356	9	-	1,000	1,000
996	ADMIN OVERHEAD-IT SVCS	16,151	16,447	7,781	17,539	17,539
	Total materials, supplies and services	72,836	87,699	22,059	165,850	106,810
	Total operating expenditures	289,240	291,323	134,937	425,345	370,090

ADMINISTRATION (10-51)		FY19 Actuals	FY20 Actuals	FY21 YTD Actuals*	FY21 Budget	FY22 Budget
PERSONNEL:						
	Salaries, Benefits & Taxes excluding EGHB	382,203	320,587	272,772	452,115	467,658
502	Overtime	-	4,561	18,029	8,851	-
512	Employee Group Health Benefits (EGHB)	76,704	78,591	34,540	76,284	76,284
	Total personnel	458,907	403,739	325,341	537,250	543,942
MATERIALS, SUPPLIES, & SERVICES:						
506	Relocation Expenses	-	20,000	-	-	10,000
522	Recruitment Costs	-	5,769	-	10,000	10,000
541	TRAVEL	-	-	-	-	5,000
545	TRAINING	18,590	6,187	2,431	10,000	5,000
561	SUPPLIES	3,260	5,341	3,106	6,700	7,000
563	WEARING APPAREL	-	-	-	2,500	1,000
601	VEHICLE PARTS	-	471	28	-	-
602	GASOLINE / DIESEL / OIL	236	398	-	1,500	-
621	ELECTRICITY	20,422	20,582	5,732	18,400	15,000
622	TELEPHONE	13,949	16,662	8,992	20,000	20,000
623	HEATING FUEL	14,166	19,944	7,009	22,440	20,000
626	WATER/SEWER/GARB/	11,293	6,242	3,857	12,000	12,000
627	Staff Cellular Phones	957	1,542	428	840	1,000
642	Legal Fees	2,735	112,009	-	-	-
646	DRUG TESTING/BCKGRND CKS	9,695	6,317	2,911	9,500	9,500
648	ADMINISTRATIVE COSTS	-	-	-	-	-
649	Professional Fees	53,577	13,770	(3,483)	20,000	20,000
661	VEHICLE MAINT/REPAIR	953	1,061	388	1,894	-
663	JANITORIAL	9,095	10,725	4,875	11,400	20,000
669	OTHER PURCHASED SERVICES	7,458	2,378	4,781	51,500	10,000
683	MINOR EQUIPMENT	236	1,822	10	2,000	2,000
721	INSURANCE	10,021	16,147	9,127	16,630	17,000
722	INSURANCE-DED EXP & OTHER	-	(6,670)	6,741	-	7,000
724	DUES/SUBSCRIPTIONS	1,654	-	200	1,200	1,000
727	ADVERTISING	2,528	147	487	1,000	5,000
732	EQUIPMENT RENTAL	1,957	5,707	-	2,000	2,000
733	POSTAGE	300	91	21	1,000	1,000
734	CASH OVER/SHORT	27	-	-	-	-
790	ALLOWANCE SPECIAL EVENTS	6,597	7,560	3,790	7,500	7,500
799	MISCELLANEOUS EXPENSES	3,695	1,011	338	1,000	1,000
875	INDIRECT COST RECOVERY	(254,291)	(323,453)	(132,866)	(263,180)	(263,180)
996	ADMIN OVERHEAD-IT SVCS	16,150	16,447	7,781	17,539	17,539
	Total materials, supplies and services	(44,739)	(31,793)	(63,314)	(14,637)	(36,641)
	Total operating expenditures	414,168	371,946	262,027	522,613	507,301

Introduced by: City Manager Williams
Introduction Date: April 26, 2022
Public Hearing Date: May 10, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-13

AN ORDINANCE BY THE BETHEL CITY COUNCIL RE-ACQUIRING PROPERTY OWNED BY THE CITY AND LEASED BY THE LOWER KUSKOKWIM SCHOOL DISTRICT, COMMONLY KNOWN AS THE KILBUCK SCHOOL SITE

WHEREAS, the City of Bethel owns parcels of land situated on Lots 1 through 6 and 18 through 23, all on Block 7 Bethel Townsite, designated as Municipal Reserve on official plat, U.S. survey 3230 A and B together;

WHEREAS, on April 10, 1984, the City of Bethel leased the aforementioned parcels of land to the State of Alaska, Department of Education and Early Development, and that lease expires in 2039;

WHEREAS, on July 17, 2008, pursuant to paragraph 8 of the aforementioned 1984 lease, the City of Bethel authorized the State of Alaska, Department of Education and Early Development, to assign the 1984 lease to the Lower Kuskokwim School District (LKSD);

WHEREAS, the City of Bethel owns a parcel of land situated on Lots 7, 8, 16 & 17 of Block 7, US Survey 3230-B, and in 2013, the City terminated a land Lease Agreement with the State of Alaska, Department of Military and Veterans Affairs for these lots, and on July 1, 2013, entered into a new land Lease with LKSD that expires in 2032, and each land transfer was authorized by Ordinance 13-10 and Ordinance 13-11;

WHEREAS, together, the 1984 and 2013 leases comprise the land commonly known as the Kilbuck School site, the 1984 lease was for the land the school was built on, and the 2013 lease was for the land previously leased to the State of Alaska, Department of Military and Veterans Affairs, and was also the land the Armory Building was built on;

WHEREAS, on July 17, 2008, pursuant to paragraph 8 of the aforementioned 1984 lease, the City of Bethel authorized the State of Alaska, Department of Education and Early Development, to assign the 1984 lease to the Lower Kuskokwim School District (LKSD);;

WHEREAS, in 2015, the Kilbuck School was destroyed by fire, and in the summer of

Introduced by: City Manager Williams
Introduction Date April 26, 2022
Public Hearing Date: May 10, 2022
Action:
Vote:

2020, the LKSD completed the site clean-up and removed all buildings and debris from the site;

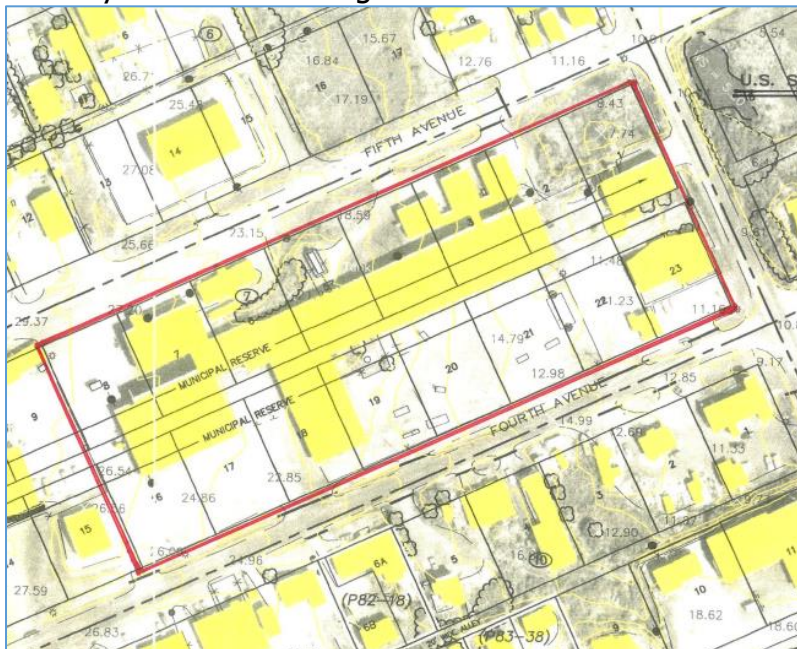
WHEREAS, per Section 3 of the 1984 Lease, LKSD's cessation of the use of the leased premises for school purposes is cause to terminate the lease and per Section 22, LKSD is returning the vacant land to the City in good repair, order and condition;

WHEREAS, in March of 2021, the City of Bethel and the State of Alaska proceeded with the Lease and Assignment Termination Agreement with the State of Alaska and LKSD;

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, the City Council authorizes the termination of two lease agreements identified herein for land described under Section 2 and reacquires the property.

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Legal Description. The property that is the subject of the re-acquisition to the City through termination of the LKSD's interest is described as: Lots 1 through 8 and 16 through 23, all on Block 7 Bethel Townsite, designated as Municipal Reserve on official plat, U.S. survey 3230 A and B together



Introduced by: City Manager Williams
Introduction Date April 26, 2022
Public Hearing Date: May 10, 2022
Action:
Vote:

SECTION 3. Authority. Authority Pursuant to Bethel Municipal Code 4.08.020 Acquisition.

SECTION 4. Effective date. This ordinance shall become effective immediately upon passage by the City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS __ DAY OF MAY 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

LEASE AND ASSIGNMENT TERMINATION AGREEMENT

THIS LEASE AND ASSIGNMENT TERMINATION AGREEMENT ("Agreement") is made this 30th day of March, 2021, by and between CITY OF BETHEL, 300 Chief Eddie Hoffman Highway, P.O. Box 1388, Bethel, Alaska 99559 ("Lessor"), LOWER KUSKOKWIM SCHOOL DISTRICT, P.O. Box 305, Bethel, Alaska, 99559 ("Lessee"), and the STATE OF ALASKA, acting through the Department of Education, P.O. Box 110500, Juneau, Alaska 99811 ("State of Alaska").

RECITALS

- A. Lessor entered into a lease agreement with the State of Alaska dated April 10, 1984 ("1984 Lease"), for the real property legally described as Lots One (1) through Six (6) and Eighteen (18) through Twenty Three (23), Block 7, Bethel Townsite, designated as Municipal Reserve on official plat, U.S. Survey 3230 A and B "together with the School building and facilities located thereon", in Bethel, Alaska ("1984 Lease Premises").
- B. The State of Alaska entered into an "Assignment of Lease Dated April 10, 1984, Between the City of Bethel and the State of Alaska" with Lessee, in a document recorded July 23, 2008 as 2008-000904-0 in the Bethel Recording District for the 1984 Lease Premises, pursuant to Paragraph 8 of the 1984 Lease, which expressly permits an assignment to Lessee for public educational purposes, but states that such assignment does not relieve the State of Alaska from its obligations should the Lessee fail to perform its obligations ("2008 Assignment of Lease").
- C. Lessor entered into a lease agreement with the Lessee dated July 1, 2013 ("2013 Lease"), for the real property legally described as Lots Seven (7), Eight (8), Sixteen (16), and Seventeen (17), Block Seven (7), Bethel Townsite, designated as Municipal Reserve on official townsite, U.S. 3220-B ("2013 Lease Premises").
- D. Portions of the 1984 Lease Premises and the 2013 Lease Premises collectively comprise the premises of the Kilbuck School Site in Bethel, Alaska upon which Lessee's school and related structures were situated. For purposes of clarity, Lots 22 and 23 contain at least one building occupied by the State of Alaska, Department of Fish and Game, which has never been occupied or controlled by the Lessee.
- E. In 2015, Lessee's school and associated structures situated on the Kilbuck School Site were destroyed in a fire.
- F. Sections 2 and 3 of the 1984 Lease states that Lessee's cessation of the use of the 1984 Lease Premises for public school purposes is cause to terminate the 1984 Lease.
- G. Section 22 of the 1984 Lease requires the Lessee to turn over the 1984 Lease Premises in

good repair, order and condition, except for changes or alterations authorized by the Lessor.

- H. Section 3.2(a) of the 2013 Lease states that Lessee shall restore the premises to their original condition upon termination of the 2013 Lease.
- I. In 2020, Lessee completed the cleanup associated with the destruction of the structures on the 1984 Lease Premises and the 2013 Lease Premises by removing all structures and debris, to the satisfaction of the Lessor.
- J. Lessor and Lessee desire to terminate the 2013 Lease, and the State of Alaska, Lessee, and Lessor desire to terminate the 2008 Assignment of Lease, on the terms set forth herein.

THEREFORE, IT IS AGREED:

1. **Termination.** The 2008 Assignment of Lease assigning the 1984 Lease to Lessee, and the 2013 Lease, together with all rights, interest, and obligations of the Lessee in said Leases and Assignment, are terminated and shall be of no further force and effect.

2. **Acknowledgement.** Lessor hereby acknowledges that Lessee and the State of Alaska have complied with and discharged any obligations under the 1984 Lease, the 2008 Assignment of Lease, and the 2013 Lease, and that Lessee has satisfactorily completed the cleanup of the 1984 Lease Premises and the 2013 Lease Premises, and the collective premises are returned to the Lessor in good condition.

3. **Release.** Lessee hereby releases, waives and discharges any and all rights, claims, obligations and causes of action it may have against Lessor or the State of Alaska with respect to the 1984 Lease, the 2008 Assignment of Lease, the 2013 Lease, and the property subject to said leases and assignment. Lessor hereby releases, waives and discharges any and all rights, claims, obligations and causes of action it may have against Lessee and the State of Alaska with respect to the 1984 Lease, the 2008 Assignment of Lease, the 2013 Lease, and the property subject to said leases and assignment. The State of Alaska hereby releases, waives and discharges any and all rights, claims, obligations and causes of action it may have against Lessee with respect to the 1984 Lease, the 2008 Assignment of Lease, and the property subject to said lease and assignment.

4. **Possession.** Lessee's and the State of Alaska's right to possess and to occupy the 1984 Lease Premises and 2013 Lease Premises are terminated as of the date of this Agreement, except for the aforementioned Lots 22 and 23 containing the building occupied by the State of Alaska, Department of Fish and Game, which has never been occupied or controlled by the Lessee. Recognizing that the primary purpose of this Agreement is to discharge the rights and obligations of the Lessee so that the Lessor and State of Alaska can enter into a separate lease agreement, the State of Alaska shall be permitted continued access and use of Lots 22 and 23 until a successor lease for those lots is executed by the parties, which in no event shall be later than July 1, 2021.

5. **Validity.** In the event any provision of this Agreement or the application thereof in a particular context is held, unenforceable, invalid or in violation of law by any court or quasi-

judicial body of competent jurisdiction, then the application of such provision in other contexts shall not be affected thereby and, in all events, the remaining provisions hereof shall remain in full force and effect.

6. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

7. **Interpretation.** The captions and headings the Articles and Sections of this Agreement are for convenience of reference only and shall not be deemed to define or limit the provisions hereof.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Venue for any dispute arising out of or related to this Agreement shall be in Anchorage, Alaska.

9. **Counterparts.** This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

LESSOR:

CITY OF BETHEL

By: Peter A Williams
Printed Name: Peter A. Williams
Title: Interim City Manager

LESSEE:

**LOWER KUSKOKWIM SCHOOL
DISTRICT**

By: _____
Printed Name: Kimberly Hankins
Title: Superintendent

STATE OF ALASKA:

STATE OF ALASKA

By: Rob Daly
Printed Name: Rob Daly
Title: State Leasing & Facilities
Manager

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

Lease and Assignment Termination Agreement

3

THIS IS TO CERTIFY that on this 30th day of March, 2021, before me personally appeared Peter A. Williams, City Manager for the City of Bethel, and he acknowledged to me that he executed the foregoing instrument freely and voluntarily on behalf of the City of Bethel, for the uses and purposes therein set forth and that he is authorized by the City to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

Lori Strickler
Notary Public in and for the State of Alaska
My Commission Expires: Aug. 30, 2024

THIS IS TO CERTIFY that on this day of March, 2021, before me personally appeared Kimberly Hankins, Superintendent of Lower Kuskokwim School District, and she acknowledged to me that she executed the foregoing instrument freely and voluntarily on behalf of the School District for the uses and purposes therein set forth and that she is authorized by the District to do so.

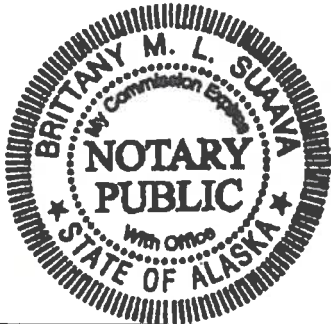
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public in and for the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 30th day of March, 2021, before me personally appeared Rob Daly, the State Leasing & Facilities Manager, State of Alaska, and he acknowledged to me that he executed the foregoing instrument freely and voluntarily on behalf of the State of Alaska for the uses and purposes therein set forth and that he is authorized by the State of Alaska to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



Brittany M. L. Suaava
Notary Public in and for the State of Alaska
My Commission Expires: With Office

After recording, return to:

Jeannie Sleeper

Jermain, Dunnagan & Owens, P.C.

3000 A St, Ste 300

Anchorage, Alaska 99503

Introduced by: City Manager Williams
Introduction Date: April 26, 2022
Public Hearing Date: June 14, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-14

AN ORDINANCE BY THE BETHEL CITY COUNCIL AUTHORIZING THE DISPOSAL OF PROPERTY THROUGH LAND LEASE AGREEMENT PURSUANT TO BMC 4.08.030 (B), PROPERTY OWNED BY THE CITY LEASED TO THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES FOR DEPARTMENT OF FISH AND GAME

WHEREAS, the City of Bethel owns parcels of land, located at 570 Fourth Avenue, legally described as, Lots 22 and 23 on Block 7 Bethel Townsite, designated as Municipal Reserve on official plat, U.S. survey 3230 A;

WHEREAS, on April 10, 1984, the City of Bethel leased the aforementioned parcels of land to the State of Alaska, Department of Education and Early Development, which lease expires in 2039;

WHEREAS, on July 17, 2008, pursuant to paragraph 8 of the aforementioned 1984 lease, the City of Bethel authorized the State of Alaska, Department of Education and Early Development, to assign the 1984 lease to the Lower Kuskokwim School District (LKSD);

WHEREAS, in 2015, the Kilbuck School was destroyed by fire, and in the summer of 2020, the LKSD completed the site clean-up and removed all buildings and debris from the site;

WHEREAS, per Section 3 of the 1984 Lease, LKSD's cessation of the use of the leased premises for school purposes is cause to terminate the lease and per Section 22, LKSD is returning the vacant land to the City in good repair, order, and condition through Ordinance 22-13 and the corresponding Lease and Assignment Termination Agreement between the State of Alaska and the City of Bethel;

WHEREAS, during the term of the lease between the City of Bethel and LKSD, LKSD sublet lots 22 and 23 on Block 7 Bethel Townsite, to the State of Alaska, Department of Fish and Game;

Introduced by: City Manager Williams
Introduction Date April 26, 2022
Public Hearing Date: June 14, 2022
Action:
Vote:

WHEREAS , Bethel Municipal Code 4.08.030 (B) allows for the disposal of an interest in property through a lease agreement to a state entity providing a necessary public service without seeking bids;

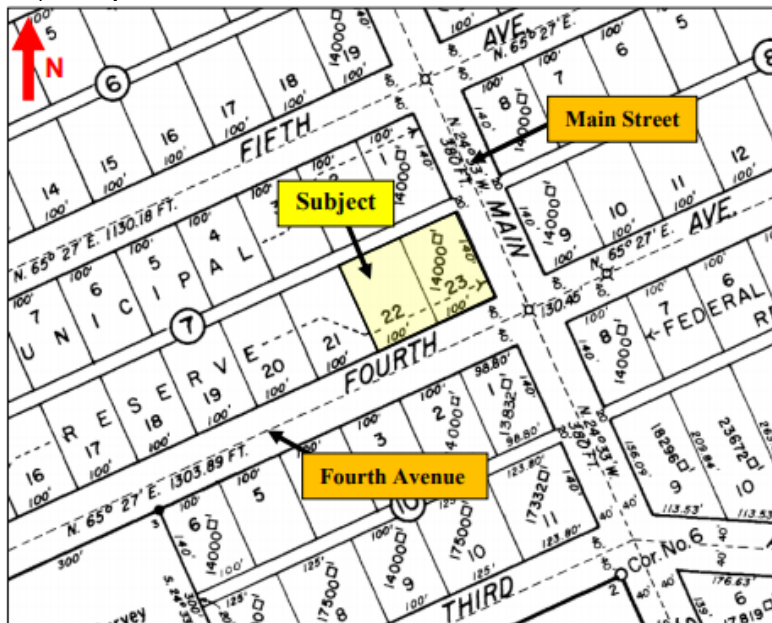
WHEREAS, in 2021, a City-ordered appraisal determined a monthly rental rate of \$800 for the 28,000 square foot unimproved lot (the building located on the property is not owned by the City);

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA,

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Legal Description. The property that is the subject of the disposal is lots 22 and 23, Block 7 Bethel Townsite, designated as Municipal Reserve on official plat, U.S. survey 3230 A and B together.

SECTION 3. Authority. Pursuant to Bethel Municipal Code 4.08.030 (b) Disposal to Entity Providing Necessary Public Service, the City Council authorizes the disposal of the two unimproved lots described in Section 2 of this ordinance by lease agreement with the State of Alaska, Department of Transportation and Public Facilities, for the Department of Fish and Game, Lease Reference Number 2733, for a term of five (5) years beginning on the 1st day of July, 2022 and ending on the 30th day of June, 2027 at a rental rate of \$800 per month.



Introduced by: City Manager Williams
Introduction Date April 26, 2022
Public Hearing Date: June 14, 2022
Action:
Vote:

SECTION 4. Effective date. This ordinance shall become effective immediately upon passage by the City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS 14 DAY OF JUNE 202 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL



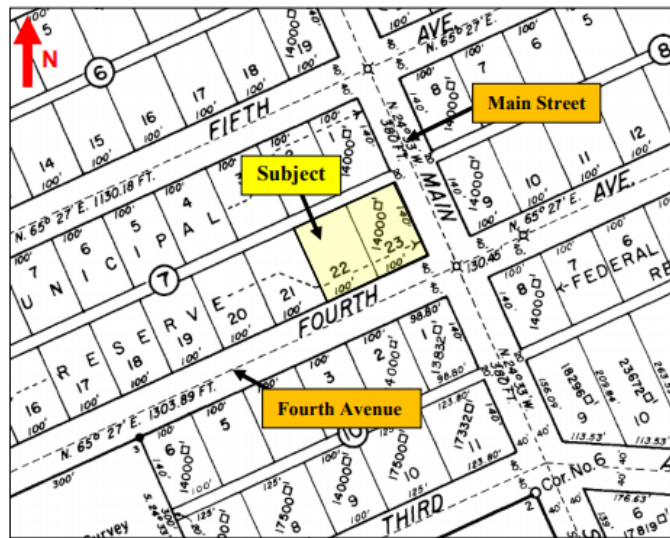
NOTICE OF INTENT TO LEASE CITY OWNED REAL PROPERTY TO THE STATE OF ALASKA, DEPARTMENT OF FISH AND GAME, ISSUED APRIL 18, 2022 (BMC 4.08.030—4.08.050)

Location and Legal Description:

570 Fourth Avenue, Bethel Alaska,
Lots 22 and 23 on Block 7, Bethel
Recording District, Fourth Judicial
District, State of Alaska.

Method of Disposal

The City may dispose of property under (Bethel Municipal Code 4.08.030(b) to a state entity providing a necessary public service, without competitive bidding. The intended disposal will be by land lease agreement. The 2022 appraisal of the property valued land at \$800 a month. The Lease, if approved will be to the State of Alaska, Department of Transportation & Public Facilities, for the State of Alaska, Department of Fish and Game.



Description and Value of the City's Interest

The subject area is 28,000 square feet of land. This property falls within the Public Lands and Institutions Zone.

Date, Time Place and Manner of Proposed Disposal

The Council will consider the adoption of an Ordinance on June 14, 2022, at 6:30 p.m. in the Bethel City Council Chambers, located at 300 Chief Eddie Hoffman Highway in Bethel, Alaska.

The ordinance will authorize the City to enter into a lease agreement for land with the State of Alaska.

Opportunity for Public Comment

The City Council will hold a meeting at 6:30 p.m. on June 14, 2022, to provide an opportunity for public comment on the adoption of the Ordinance.

CITY OF BETHEL, ALASKA

Ordinance #22-15

AN ORDINANCE BY THE BETHEL CITY COUNCIL AUTHORIZING THE DISPOSAL OF PROPERTY THROUGH LEASE AGREEMENT FOR OFFICE SPACE PURSUANT TO BMC 4.08.030 (B) PROPERTY OWNED BY THE CITY TO THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, DEPARTMENT OF LAW

- WHEREAS**, the City of Bethel is owner of property known as the Nora Guinn Justice Center, located at 204 Chief Eddie Hoffman Highway, legally described as, Lot 1A, Courthouse Subdivision, ADD #1, Plat 2006-25, and a 29,417 square foot portion of Lot 2 Court House Subdivision, Plat 99-12, Bethel Recording District, Fourth Judicial District, State of Alaska; +
- WHEREAS**, on May 23, 2020, the City of Bethel leased office space to the State of Alaska, Department of Administration occupied by the Department of Law, through State Lease Reference Number 2279 with 14 executed amendments;
- WHEREAS**, the State of Alaska is interested in continuing to occupy the space and has worked with the City of Bethel to draft a new lease, State Lease Reference Number 2746, to commence July 1, 2022, and end April 30, 2027;
- WHEREAS**, the proposed lease rate is \$12,707 per month for the first year which includes the lessor's providing of heat, electrical, water and sewer utilities, and janitorial services and adjusted annually thereafter in accordance to the following schedule:
- For the period May 1, 2023 through April 30, 2024; the Monthly Lease Rate shall be \$13,151.84.
 - For the period May 1, 2024 through April 30, 2025; the Monthly Lease Rate shall be \$13,612.15.
 - For the period May 1, 2025 through April 30, 2026; the Monthly Lease Rate shall be \$14,088.57.
 - For the period May 1, 2026 through April 30, 2027; the Monthly Lease Rate shall be \$14,581.66.
- WHEREAS**, the Bethel Municipal Code 4.08.030 (B) allows for the disposal of an interest in property through a lease agreement to a state entity providing a necessary public service without seeking bids;

Introduced by: City Manager Williams
Introduction Date: April 26, 2022
Public Hearing: June 14, 2022
Action:
Vote:

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, the City Council authorizes the disposal of

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Legal Description. The property that is the subject of the disposal through lease agreement with the State of Alaska, Department of Transportation & Public Facilities for the Department of law is described as approximately 4,034 square feet of net usable office space located at 204 Chief Eddie Hoffman Highway, legally described as Lot 1A, Courthouse Subdivision, ADD #1, Plat 2006-25, and a 29,417 square foot portion of Lot 2 Court House Subdivision, Plat 99-12, Bethel Recording District, Fourth Judicial District, State of Alaska, for a term of five years.

SECTION 3. Authority. Authority Pursuant to Bethel Municipal Code 4.08.030 (B) Disposal.

SECTION 4. Effective date. This ordinance shall become effective immediately upon passage by the City Council.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA THIS 14 DAY OF JUNE 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL



NOTICE OF INTENT TO LEASE CITY OWNED REAL PROPERTY TO THE STATE OF ALASKA, DEPARTMENT OF LAW ISSUED APRIL 18, 2022 (BMC 4.08.030—4.08.050)

Location and Legal Description:

204 Chief Eddie Hoffman Highway, Bethel Alaska, 4,034 SF of Office Space, Lot 1A, Courthouse Subdivision, ADD #1, Plat 2006-25, and a 29,417 square foot portion of Lot 2 Court House Subdivision, Plat 99-12, Bethel Recording District, Fourth Judicial District, State of Alaska.

Method of Disposal:

The City may dispose of property under Bethel Municipal Code 4.08.030(b)) to a state entity providing a necessary public service, without competitive bidding. The intended disposal will be by lease agreement. The 2017 appraisal of the property valued the office space at \$3.25 square feet with included heat, electrical, water and sewer utilities and janitorial services is \$1,030 a month. The Lease, if approved will be to the State of Alaska Department of Transportation & Public Facilities for Alaska Division of Motor Vehicles.

Description and Value of the City's Interest

The subject area is 4,034 square feet of office space. This property falls within the Public Lands and Institutions Zone.

Date, Time, Place and Manner of Proposed Disposal

The Council will consider the adoption of an Ordinance on June 14, 2022, at 6:30 p.m. in the Bethel City Council Chambers, located at 300 Chief Eddie Hoffman Highway in Bethel, Alaska.

The ordinance will authorize the City to enter into a lease agreement for land with the State of Alaska.

Opportunity for Public Comment

The City Council will hold a meeting at 6:30 p.m. on June 14, 2022, to provide an opportunity for public comment on the adoption of the Ordinance.

Introduced by: City Manager Williams
Introduction Date: April 26, 2022
Public Hearing Date: June 14, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-16

AN ORDINANCE BY THE BETHEL CITY COUNCIL AUTHORIZING THE DISPOSAL OF PROPERTY THROUGH LEASE AGREEMENT FOR OFFICE SPACE PURSUANT TO BMC 4.08.030 (B), PROPERTY OWNED BY THE CITY TO THE STATE OF ALASKA, DIVISION OF MOTOR VEHICLES

WHEREAS, the City of Bethel owns the building commonly known as City Hall, situated on parcel of land within U.S. Survey No. 870, with a physical address, 300 Chief Eddie Hoffman Highway;

WHEREAS, on July 1, 2009, the City of Bethel leased office space to the State of Alaska, Department of Administration, occupied by the Division of Motor Vehicles, through State Lease Reference Number 2624 with 11 executed amendments;

WHEREAS, the State of Alaska Department wishes to continue occupying the space and has worked with the City of Bethel to draft a new lease, State Lease Reference Number 2747, to begin July 1, 2022, and end June 30, 2027;

WHEREAS, a 2019 appraisal of the office space reflected a market lease rate of \$1,030 a month, this rate is applied to the lease for each year of the term and includes the lessor's providing of heat, electrical, water and sewer utilities, and janitorial services;

WHEREAS , Bethel Municipal Code 4.08.030 (B) allows for the disposal of an interest in property through a lease agreement to a state entity providing a necessary public service, without seeking competitive bids;

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, the City Council authorizes the disposal of

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Legal Description. The property that is the subject of the disposal through lease agreement with the State of Alaska, Department of Transportation &

Introduced by: City Manager Williams
Introduction Date: April 26, 2022
Public Hearing Date: June 14, 2022
Action:
Vote:

Public Facilities for the Division of Motor Vehicles is described as approximately 256 SF of net usable office space located at 300 Chief Eddie Hoffman Highway, for a term of five years.

SECTION 3. Authority. the City Council authorizes the disposal of the property described in Section 2 of this ordinance pursuant to Bethel Municipal Code 4.08.050.

SECTION 4. Effective date. This ordinance shall become effective immediately upon passage by the City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS 14 DAY OF JUNE 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL



NOTICE OF INTENT TO LEASE CITY OWNED REAL PROPERTY TO THE STATE OF ALASKA, DIVISION OF MOTOR VEHICLES ISSUED APRIL 18, 2022 (BMC 4.08.030—4.08.050)

Location and Legal Description:

300 Chief Eddie Hoffman Highway, Bethel Alaska, 256 SF of Office Space. Lot 2, Court House Subdivision, Plat 99-12, Bethel Recording District, State of Alaska.

Method of Disposal

The City may dispose of property under Bethel Municipal Code 4.08.030 (b) to a state entity providing a necessary public service, without competitive bidding. The intended disposal will be by lease agreement. The 2019 appraisal valued the 256 square feet of office space with included heat, electrical, water and sewer utilities and janitorial services at \$1,030 a month. The Lease, if approved, will be to the State of Alaska Department of Transportation & Public Facilities for the Alaska Division of Motor Vehicles.

Description and Value of the City's Interest

The subject area is 256 square feet of office space. This property falls within the Public Lands and Institutions Zone.

Date, Time Place and Manner of Proposed Disposal

The Council will consider the adoption of an Ordinance on June 14, 2022, at 6:30 p.m. in the Bethel City Council Chambers, located at 300 Chief Eddie Hoffman Highway in Bethel, Alaska.

The ordinance will authorize the City to enter into a lease agreement for land with the State of Alaska.

Opportunity for Public Comment

The City Council will hold a meeting at 6:30 p.m. on June 14, 2022, to provide an opportunity for public comment on the adoption of the Ordinance.

Introduced by: Council Member Henderson
Introduction Date: April 26, 2022
Public Hearing Date: May 10, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-17

**AN ORDINANCE BY THE BETHEL CITY COUNCIL
AMENDING BETHEL MUNICIPAL CODE TITLE 18 BY REPEALING CHAPTER 18.68, BOARD
OF ADJUSTMENT; REPEALING CHAPTER 18.70, APPEALS; AND ADDING NEW CHAPTERS
18.70, APPEALS OF PLANNING DEPARTMENT DECISIONS AND 18.75, APPEALS OF
PLANNING COMMISSION DECISIONS**

- WHEREAS,** the Bethel City Council currently sits as the Board of Adjustment when it hears appeals of Planning Commission decisions;
- WHEREAS,** although the Board of Adjustment exercises due diligence in reviewing the record and adheres to the legal standards of administrative appeals, the processes and requirements are legally challenging for lay persons; and
- WHEREAS,** it is in the best interests of the City, the appellant, and the appellee for appeals from Planning Commission decisions to be handled by a hearing officer familiar with administrative appeals from municipal planning decisions and their legal requirements.

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

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

SECTION 2. Amendment. Bethel Municipal Code Chapter 18.68 is repealed.

~~Chapter 18.68~~
~~BOARD OF ADJUSTMENT~~

~~Sections:~~

- ~~18.68.010 ——— Organization.~~
~~18.68.020 ——— Powers and duties.~~

~~18.68.010 — Organization.~~

~~A. The city council shall constitute the board of adjustment.~~

~~B. All meetings and hearings of the board shall be open to the public, and the board shall keep public records of its proceedings.~~

~~18.68.020 — Powers and duties.~~

~~The board of adjustment shall hear and decide appeals from the decisions of the planning commission on requests for conditional uses, planned unit developments, variances, and on other decisions of the planning commission for which an appeal to the board of adjustment is authorized under this code.~~

SECTION 3. Amendment. Bethel Municipal Code Chapter 18.72, Appeals is repealed.

~~Chapter 18.72~~

~~APPEALS~~

~~Sections:~~

~~18.72.010 — Appeal of decision of planning department.~~

~~18.72.020 — Appeal of decision of planning commission.~~

~~18.72.010 — Appeal of decision of planning department.~~

~~A. An appeal from any action or decision of the planning department or the land use administrator may be filed by a property owner affected by said action or decision. An appeal may also be filed by any property owner affected by the decision. The appeal shall be filed with the planning commission by submitting a written statement to the planning department. The written appeal must specify the grounds for the appeal and specify the action and findings of the department that are being disputed. All appeals must be accompanied by an appeal fee as determined by resolution passed by the city council.~~

~~B. Any appeal filed by the applicant for the permit shall be filed within ten (10) calendar days from the date of the action or decision of the planning department or land use administrator. Any appeal filed by any other person shall be filed within ten (10) calendar days from the date of the action or decision of the planning department or land use administrator; provided, if the appeal relates to a site development or change in use subject to a site plan permit issued under BMC Title [15](#), the appeal must be filed no later than the tenth (10th) day that the site plan permit has been continuously displayed on the property that is subject to the permit in accordance with BMC [15.12.130](#) if the appellant is a person other than the permit applicant. If the deadline date falls on a weekend or holiday, the deadline shall be extended to the next city business day. If any appeal to the planning commission is not filed within the time specified in this subsection, the action or decision is final and is not subject to appeal or challenge in another forum.~~

~~C. Notice of public hearing on the appeal shall be provided as set out in BMC [18.04.070](#). The notice shall include a brief description of the appeal. Written notice and a copy of the appeal shall be provided immediately to the person who owns the property that is the subject of the permit or action being appealed.~~

~~D. The land use administrator shall schedule the public hearing at a planning commission meeting no sooner than twenty (20) calendar days and no later than fifty (50) calendar days from the date the appeal is filed. The planning department shall prepare a written summary of the original application and a statement of findings supporting the action of the land use administrator or planning department. The planning commission shall only consider the following evidence when considering the appeal:~~

- ~~1. The permit application or other application or action that is the subject of the appeal;~~
- ~~2. The correspondence, permit issued and other materials sent from the land use administrator to the permit holder and to any other party to the appeal;~~
- ~~3. The correspondence and materials received from any source regarding the application or actions;~~

- ~~4. The letter or request submitting the appeal to the planning commission;~~
- ~~5. The planning department summary of the application and the statement of findings supporting the action of the land use administrator;~~
- ~~6. Written comments received prior to the appeal hearing;~~
- ~~7. Verbal testimony taken under oath at the appeal hearing; and~~
- ~~8. Arguments of parties to the appeal.~~

~~E. The planning commission may deny or grant the appeal in the form of a motion. A statement of findings and conclusions based on the evidence presented shall be included in the motion. If the commission denies the appeal, it may confirm or modify the findings and conclusions of the planning department or the land use administrator. If the commission grants the appeal, the commission's decision will take effect ten (10) calendar days after the commission renders its decision unless a timely appeal is filed to the board of adjustment.~~

~~F. Within two (2) business days after the date of the commission decision, the planning department shall produce a written decision containing the statement of the commission's findings, conclusions and order. The decision shall be signed by the member of the commission who presided at the hearing or a commission member who voted on the prevailing side if the presiding member is not available and shall be mailed immediately to the appellant and any other interested parties. A statement of the date by which an appeal to the board of adjustment must be filed with the city clerk shall be included along with a statement of the amount of the appeal fee that must be paid upon filing the statement of appeal.~~

~~G. The filing of an appeal shall stay all proceedings in the matter until ten (10) calendar days after the decision has been rendered by the planning commission unless the land use administrator determines that the public health, safety or welfare would be threatened if the action appealed were stayed. Any action taken by the planning department or land use administrator shall remain in effect and any land use in violation of such action continues to be a violation and subject to the penalties described in Chapter [18.84](#) BMC until the violation ceases or the planning commission grants the appeal.~~

~~18.72.020 — Appeal of decision of planning commission.~~

~~A. An appeal from any action or decision of the planning commission, except the grant or denial of an application for a land use code text amendment or an official map amendment, may be filed by the applicant for the action, the manager, the land use administrator, or any property owner affected by the action or decision. The appeal shall be filed with the board of adjustment by submitting a written statement of appeal to the city clerk with a copy sent to the land use administrator. The written statement of appeal shall specify the order, findings or conclusions of the commission that are being disputed, and the grounds for the appeal.~~

~~B. The filing of an appeal to the board of adjustment shall stay all enforcement proceedings in the matter until after the decision of the board of adjustment has been rendered, unless the board or a court issues an enforcement order based on imminent peril to life or property.~~

~~C. The appeal must be filed within ten (10) calendar days from the date of the decision of the planning commission. If the deadline day falls on a weekend or holiday, the deadline is extended to the end of the next working day. If an appeal is not filed within ten (10) calendar days of the decision of the planning commission then the decision of the planning commission is final.~~

~~D. Notice of the board of adjustment hearing on the appeal shall be mailed to the applicant, the land use administrator and to each person who appeared and gave evidence in the proceedings before the planning commission and shall be published once a week for at least two (2) consecutive weeks in a newspaper of general circulation within the city, with the last publication occurring at least three (3) days before the hearing. The notice shall also be read on a local radio station once a day for five (5) days beginning at least ten (10) days prior to the date of the scheduled hearing. The notice shall contain the time and place of the hearing, a brief description of the appeal, and shall invite written arguments on the appeal from persons who appeared in or provided written or oral evidence or statements in the proceeding before the planning commission. Written arguments must be received by the clerk's office at least seven (7) days before the hearing.~~

~~E. The city clerk shall schedule the board of adjustment hearing no sooner than the later of fifteen (15) days after the completion of the record on appeal or twenty (20) calendar days from~~

~~the date the appeal is filed and no later than fifty (50) calendar days after the appeal is filed. The planning department shall prepare the record on appeal which shall consist of all documents, maps, plans, applications, correspondence and other material that was before the planning commission in the course of its consideration of the matter appealed, minutes of the commission, meetings at which the matter was before the commission, a copy of the decision appealed and a verbatim transcript of the proceeding before the commission.~~

~~F. The board of adjustment shall deny, grant, or deny in part and grant in part the appeal based on the evidence in the record and shall provide a written decision that contains a statement of its findings and conclusions as determined by a majority of its membership. In an appropriate case, the board may remand the matter to the planning commission for further proceedings. If the board denies the appeal, it may confirm or modify the findings and conclusions of the planning commission. The board's decision will be effective upon the date the mayor or the person presiding at the board hearing signs the findings and conclusions. The date signed shall be set out on the decision. Appeals of a decision made by the board of adjustment shall be filed in the Superior Court of the state of Alaska in accordance with the applicable appellate rules of court. The decision shall contain a statement required by the appellate rules of court of the rights and limitations of a person to appeal the decision.~~

SECTION 4. Amendment Inserting a new Chapter 18.70, Appeals of Planning Department Decisions.

18.70

APPEALS OF PLANNING DEPARTMENT DECISIONS

- 18.70.010 Definitions.
- 18.70.020 Appeal of a decision of planning department.
- 18.70.030 Stay.
- 18.70.040 Notices
- 18.70.050
- 18.70.060 Preparation of record.
- 18.70.070 Hearing.
- 18.70.080 Decision.

18.70.010 Definitions.

In this chapter, the following words and phrases shall have the meanings set forth in this section:

"Administrative hearing officer" means a person that is appointed as an administrative hearing officer to hear appeals related to a planning commission decision.

"Appellant" means a person who files an appeal application pursuant to BMC 18.70.040.

"Applicant" means the applicant for the permit, variance, conditional use, or other quasi-judicial zoning and land use determination that is the subject of an appeal under this chapter.

"Interested party" means any of the following with respect to a planning commission decision under the BMC:

1. The applicant;
2. Each record owner of the property that is the subject of the decision;
3. Each record owner of property adjacent to the property that is the subject of the decision.
4. Any governmental agency; and
5. The city.

18.70.020 Appeal of a planning department decision.

- A. A decision of the planning department is final unless appealed in accordance with this chapter.
- B. Any party with ownership or possessory interest in property affected by a decision of the planning department may file with the planning commission an appeal of that decision. Grounds for granting such appeal shall be limited to the improper application of law by a city administrative official. All such appeals shall be filed in writing with the planning department within ten (10) business days of the date of said decision and shall contain all of the following information:

1. The name, email address, phone number, and mailing address of the applicant and/or the applicant's attorney or representative;
 2. Statement specifying the grounds for the appeal and the action and findings of the department that are being disputed;
 3. The applicant's interest in the matter being appealed and a statement of the action or relief sought;
 4. An appeal fee as established in the current fee and rate schedule;
 5. The specific reasons why the applicant believes the decision to be wrong. The applicant shall bear the burden of proving the decision is wrong; and
- C. Upon receipt of a complete appeal, the planning director shall schedule the appeal for consideration by the planning commission at a date no more than fifty (50) calendar days after the appeal was received.

18.70.030 Stay.

An appeal to the planning commission stays the effectiveness of the decision or order of the city planner until the planning commission finally decides the appeal; provided, that the planning commission may vacate the stay if doing so is necessary to avoid immediate danger to public health and safety.

18.70.40 Notices.

- A. Within five (5) business days from the filing of a written notice of appeal, meeting the standards in BMC 18.70.020, the planning department shall deliver notice of the acceptance of written notice of appeal to all adjoining property owners of the property associated with the appeal and the planning commission members. The notice shall include:
1. The appellant's notice of appeal;
 2. The decision of the planning department being appealed;
 3. Notice of opportunity to submit written comments within fifteen (15) days prior to the hearing date, or give oral testimony at a hearing before the commission;

4. Notice of the hearing material filing deadline, which shall be at least 15 days prior to the hearing date. Material filing may include written arguments and exhibits, submissions shall become part of the record;
 5. Notice of witness list and requests for subpoenas submission deadline for the parties, which shall be at least 15 days prior to the hearing date. The notice shall inform the parties of their obligation to summon their witnesses;
 6. Notice that any hearing material not filed by the material filing deadline shall not be accepted by the planning department. Evidence may be submitted at the time of the hearing if the commission chair determines that the evidence was not discovered or could not have been obtained prior to the material filing deadline, or if the evidence is relevant and it is in the interests of justice that it be considered.
- B. Within five (5) business days after receipt of the witness list or request for subpoenas, the planning department shall provide the list to the parties. Upon request by a party, the chair, on the commission's behalf, may issue subpoenas as follows:
1. The parties may summon witnesses and request the production of records, by the issuance of subpoenas;
 2. Subpoenas shall be served as prescribed by Rule 45 of the Alaska Rules of Civil Procedure. Failure of any person to comply with a subpoena or order issued by the commission chair is a violation of city code. Remedies, enforcement action and penalties for such violations shall be consistent with the terms of BMC 1.06. Such remedies are not exclusive, and the city may pursue any and all legal and equitable remedies available under law necessary to enforce such subpoenas and orders, including application to Superior Court.
- C. At least ten (10) business days before the hearing, the planning department shall post the notice of hearing to the public, deliver notice of the hearing to interested parties, and the commission members. The notice shall include:
1. The name of the owner of the parcel that is the subject of the appeal and the name of the person who made the application if not the owner;
 2. A description of the action or relief sought in the appeal;
 3. The address (if applicable) and the legal description of the subject parcel;

4. The date, time and place of the hearing; and
 5. The date on which the record on appeal will be available and the web address the record can be found.
- D. At least ten (10) business days before the hearing, the planning department shall post the hearing record on the City of Bethel website.

18.70.050 Ex parte contact.

A planning commissioner shall be impartial in all decisions, both in fact and in appearance. No planning commissioner may engage in ex parte contact with any interested party concerning the appeal either before or after the appeal hearing.

18.70.060 Preparation of record.

The planning department shall complete the record on appeal at least ten (10) businesses days before the hearing. The record shall include:

1. The applicant's notice of appeal;
2. The decision of the planning department being appealed;
3. Material filings and witness lists submitted by interested parties and/or the planning department;
4. Written comments submitted in accordance with 18.70.040 (A) (4);
5. Listing of relevant Bethel Municipal Code provisions.

18.70.070 Appeal Hearing.

The planning commission shall hold an appeal hearing to receive evidence pertinent to the granting or denial of said application. The hearing shall be limited to those issues raised on appeal, and the evidence shall be limited to a review of the record which may include oral arguments and testimony received at the hearing.

- A. The commission chair shall preside over the hearing and shall make all rulings on issues of procedure, continuances, form and conduct of the hearing and admissibility of evidence.

- B. At the hearing, testimony shall be under oath and subject to the following order and time limitations, unless the planning commission, for good cause shown, permits a change in the order or an extension of time:
1. City planner or representative, ten (10) minutes to present the city position and to set forth the evidence and reasons relied upon for the decision.
 2. Appellant or representative, ten (10) minutes.
 3. Each interested party supporting or opposing the appeal, five (5) minutes.
 4. Appellant, for rebuttal, five (5) minutes.
 5. Commission members may ask questions from those that presented oral arguments.
- C. Technical rules of evidence do not apply, but the commission's findings shall be based upon a preponderance of the evidence. All testimony and other evidence taken at the hearing shall be recorded.
- D. The appellant bears the burden of proof by a preponderance of the evidence.
- E. The planning commission may move into a closed deliberative session following the submission of evidence.
- F. If at the hearing, the planning commission determines that it needs additional information, it may recess for a period of not more than thirty-two (32) days to obtain and evaluate that information.

18.70.080 Decision.

- A. Within forty-five (45) days of the hearing, the planning commission may affirm, reverse, or modify the decision or order of the city planner in whole or in part. The planning commission shall base the decision upon the record and argument presented at the hearing.

B. The planning commission's decision shall be by resolution and shall state that it is a final decision, include the planning commission's findings of fact and conclusions of law, and notify the parties of their right to appeal under BMC 18.80.

C. Within ten (10) business days after the planning commission's final written decision, the city planner shall provide a copy of that decision to the appellant and each interested party that submitted written testimony at the hearing.

SECTION 5. Amendment. Bethel Municipal Code Chapter 18.80, Appeals of Planning Commission Decisions is created.

18.75
APPEALS PLANNING COMMISSION DECISIONS

18.75.010 Definitions.

18.75.020 Administrative hearing officer.

18.75.030 Staff.

18.75.040 Stay.

18.75.050 Appeal application.

18.75.060 Filing and service of documents.

18.75.070 Preparation of record – Notice of hearing date and process.

18.75.080 Authority of administrative hearing officer.

18.75.010 Definitions.

Words and terms used in this chapter are defined in chapter 18.70 BMC.

18.75.020 Administrative hearing officer.

Appeals filed under this chapter shall be heard by an administrative hearing officer. The administrative hearing officer shall hear and decide appeals from decisions of the planning

commission on conditional uses, variances, and other quasi-judicial zoning and land use determinations.

An administrative hearing officer shall be appointed by the city clerk and shall have a law degree or three years' experience presiding over administrative hearings.

18.75.030 Authority of administrative hearing officer.

The administrative hearing officer may change the prehearing schedule, the date of the hearing, or the procedure at the hearing, notwithstanding any other provision of this chapter, in response to a written request to the city clerk from the appellant or an interested party, for good cause shown; provided, that the appellant and all interested parties shall receive written notice of the administrative hearing officer's action at least five (5) business days before the change becomes effective. The administrative hearing officer may determine all other matters of procedures in the appeal that are not prescribed in this chapter and may exercise their judgment on legal issues raised by the parties.

18.75.030 Staff.

The city clerk or their designee shall assist the administrative hearing officer in preparing for and conducting the hearing. This includes making an electronic recording of the appeal hearing and preparing all correspondence, including the notification of the administrative hearing officer's decision.

18.75.040 Stay.

An appeal stays the effectiveness of the decision or order appealed from until the administrative hearing officer finally decides the appeal; provided, that the administrative hearing officer may vacate the stay if doing so is necessary to avoid immediate danger to public health and safety.

18.75.050 Appeal submission.

A. Any interested party adversely affected by a decision or order of the planning commission, other than a recommendation to the city council regarding a rezoning or an amendment to this title, may appeal the decision or order to the administrative hearing officer by filing an appeal

with the city clerk within fifteen (15) calendar days after the effective date of the decision or order. The appeal shall state with specificity the grounds for the appeal and include contact information for the appellant or the appellant's representative.

B. Except as provided in subsection (C) of this section:

1. An appeal application shall include a nonrefundable filing fee of \$300.00, and a deposit of \$500.00 for the costs the appellant is required to pay under subsection (B)(2) of this section.

2. The appellant shall pay the cost of preparing the transcript of the proceedings before the planning commission and mailing the notices required by BMC 18.75.070. If such costs exceed the amount of the deposit paid by the appellant under subsection (B)(1) of this section, the appellant shall pay the excess to the city no later than the date written arguments are due, or the appeal will be dismissed; provided, that the city clerk may waive payment of an excess amount that is less than \$100.00. The city shall return any unexpended part of the deposit to the appellant within thirty (30) business days after issuance of the administrative hearing officer's decision.

C. Within the time for filing the appeal application, an appellant may request that the city waive payment of part or all of the fee and costs described in subsection (B) of this section because of the appellant's indigence. The request shall include a sworn financial statement from the appellant and be submitted to the city clerk. The city clerk will grant or deny the request based on a determination whether the appellant is indigent.

D. If a final decision of the administrative hearing officer or a court on an appeal under this chapter reverses or remands the decision or order of the planning commission, the city shall refund to the appellant the filing fee and costs paid by the appellant under subsection (B) of this section.

18.75.060 Filing and service of documents.

A document is filed in an appeal on the date it is received by the city clerk. All documents filed in an appeal must be served on each interested party; if an interested party is represented by
City of Bethel, Alaska

Ordinance #22-17

counsel, the document shall be served on the counsel in lieu of the interested party.

18.75.070 Preparation of record – Notice of hearing date and process.

A. Upon the timely filing of an appeal, and any determination required under BMC 18.80.050:

1. List of Interested Parties. The city clerk shall notify the city planner and the city attorney of receipt of the appeal application. The city planner shall provide the city clerk with a list and mailing labels for each interested party in the appeal within five (5) business days of the request; and

2. Notice of Appeal. Upon timely receipt of the mailing labels of each interested party, the city clerk shall mail or personally serve notice of the appeal within five (5) business days to each interested party, the appellant, the applicant if not the appellant, the city attorney, and the city planner; if a party is represented by counsel, the city clerk shall notify their counsel in lieu of the party.

B. Content of Notice. The notice of appeal shall include:

1. A brief description of the decision appealed;

2. A copy of the appellant's appeal application; and

3. A statement that the record and documents relating to the appeal may be viewed on the city's website after they have been compiled.

C. Appointment of Administrative Hearing Officer. The city clerk shall submit the items stated in subsections (B)(1) and (B)(2) of this section and the name of the individual appointed as the administrative hearing office to the council by information memorandum at the next available regular council meeting.

D. Record on Appeal. The city planner shall provide the city clerk with an electronic version of the record on the appeal within twenty (20) business days after the filing of the appeal. The appeal record shall consist of the transcript of the proceedings before the planning commission,

City of Bethel, Alaska

Ordinance #22-17

copies of all documentary evidence, memoranda and exhibits, correspondence and other written material submitted to the planning commission, and a copy of the final written decision of the planning commission. The record shall be organized in chronological order, paginated, and include a detailed table of contents.

E. Service of Record. Within fifteen (15) business days after receiving the entire appeal record from the city planner, the city clerk shall assemble the record and post the record on the city's website, and notify the administrative hearing officer, the appellant, the applicant if not the appellant, the city attorney, the city planner, and each interested party who has requested to be notified, that the record is available for viewing on the city's website: if a party is represented by counsel, the city clerk shall notify the counsel in lieu of the party. The city clerk may accompany the notice with the notice required in subsection (F) of this section. Interested parties requesting a paper copy of the record shall be charged on a per page basis in accordance with the City's fee and rate schedule.

F. Notice of Hearing Date. The city clerk shall post a notice on the city's website, at least fifteen (15) business days before written arguments are due, stating the nature of the appeal, the location of the property that is the subject of the appeal, the time and place of the hearing, and the date written arguments are due to the city clerk. The city clerk shall notify the administrative hearing officer, the appellant, the applicant if not the appellant, the city attorney, and the city planner; if a party is represented by counsel, the city clerk shall notify the counsel in lieu of the party. The city clerk shall also send notice by regular mail to each interested party.

G. Written Arguments. An interested party must submit written argument to the city clerk on or before the due date for filing written argument. Written arguments submitted in a timely manner shall become part of the record on appeal. Within five (5) business days after the date written arguments are due, the city clerk shall post the timely written arguments on the city's website and notify the administrative hearing officer, the appellant, the applicant if not the appellant, the city attorney, the city planner, and each interested party who has requested to be notified, that the written arguments are available for viewing on the city's website; if a party is represented by counsel, the city clerk shall notify the counsel in lieu of the party. Interested parties requesting a paper copy of the written arguments shall be charged on a per page basis in accordance with the City's fee and rate schedule.

H. The meeting at which the hearing office hears an appeal shall be open to the public and subject to the following order and time limitations:

1. City staff: ten (10) minutes to present the decision of the commission;
2. Appellant: fifteen (15) minutes;
3. Appellee: fifteen (15) minutes;
4. Interest persons: three (3) minutes each;
5. Appellant, for rebuttal: five (5) minutes;

The Hearing officer may question each of the parties listed under this section and may adjourn the hearing for deliberative purposes.

18.75.080 Administrative hearing officer scope of review and decision.

A. The hearing officer shall hear an appeal solely on the basis of the record and oral testimony received during the hearing.

B. The hearing officer shall defer to the judgement of the commission regarding disputed issues or findings of fact unless a substitution of their judgement is made. Findings of fact adopted expressly or by necessary implication by the commission may be considered as true if they are supported in the record by substantial evidence, meaning such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. If the record affords a substantial basis of fact from which the fact in issue may be reasonably inferred, it shall be considered that the fact is supported by substantial evidence.

C. The decision shall be in writing and shall be filed with the city clerk within 30 days of the hearing.

18.75.090 Appeals to Superior Court

A. A final decision of an administrative hearing officer may be appealed to the Superior Court by any interested party to the proceedings.

B. An appeal to the Superior Court shall be filed within thirty (30) days from the date of distribution of final decision to the parties appearing before the hearing officer.

Introduced by: Council Member Henderson
Introduction Date: April 26, 2022
Public Hearing Date: May 10, 2022
Action:
Vote:

C. An appeal from a final decision of the hearing officer to the Superior Court is governed by court rules.

ENACTED THIS 10th DAY OF MAY 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager Williams
Introduction Date: April 26, 2022
Public Hearing: May 10, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-18

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE OFFICIAL LAND USE MAP OF BETHEL BY ADOPTING RESIDENTIAL, PUBLIC LANDS & INSTITUTION, OPEN SPACE, AND INDUSTRIAL ZONING DESIGNATIONS TO THE KASAYULI SUBDIVISION 4.5 MILES SOUTHWEST OF DOWNTOWN BETHEL, ACCESSED BY NOEL POLTY BLVD, SECTION 23, TOWNSHIP 8 NORTH, RANGE 72 WEST, SEWARD MERIDIAN, BETHEL ALASKA

WHEREAS, The Kasayuli Subdivision is currently an un-zoned subdivision consisting of 146.35 acres of land located inside the City of Bethel boundaries;

WHEREAS, Bethel Municipal Code (BMC) Section 18.04.050(A) provides that zoning jurisdiction shall include all lands located within the corporate limits of the city and shall apply equally to private and public property, except to the extent prohibited by law;

WHEREAS, BMC Section 18.04.030(B) provides that no structure or land shall be used or occupied and no structure or part thereof shall be erected, moved, or altered except in conformity with the provisions of the zoning code;

WHEREAS, Bethel City Planning staff conducted a windshield survey of the subdivision neighborhoods and counted 70 single family residences, 47 duplexes, one triplex, one health facility, and 48 vacant lots and concluded that the subdivision is predominantly residential;

WHEREAS, the Planning Commission held a public hearing on Tuesday, March 15, 2022 for the purpose of bringing the Subdivision into compliance with and the zoning code and determined:

1. Applying a Residential Zone designation to a major portion of the subdivision is consistent with existing development because the subdivision is 99% residential. This residential zoning designation is also consistent with the City of Bethel Comprehensive Plan 2035, in which the Future Land Use Map designates the Kasayuli Subdivision as being in the Residential Zone.
2. Applying a PLI Zoning designation to Tracts D and H adheres to the Plat Notes on the 1997 Kasayuli Subdivision Final Plat that dedicates these tracts to the public for community/recreational and community services facilities. The PLI Zone best fits these facilities and is the zone most compatible with the Residential Zone. Additionally, all future facilities except for permitted and principal uses (i.e. trails, boardwalks, utility, water and sewer facilities) will

Introduced by: City Manager Williams
Introduction Date April 26, 2022
Public Hearing: May 10, 2022
Action:
Vote:

require additional scrutiny from the planning commission in a public hearing for a Conditional Use Permit.

Applying a PLI Zoning designation to Block 5 (Lots 1 through 6) is consistent with BMC 18.24.030 (D) which includes as possible conditional uses hospitals, sanitariums, children's homes, group homes, and similar homes. The McCann Treatment Center currently occupies Lots 2, 3, and 4. YKHC plans to expand treatment facilities to lots 1, 5, and 6. The existing McCann Treatment Center would be grandfathered in and would not require a Conditional Use Permit.

3. Applying an Open Space Zone designation to tracts B-1, B-2, C, E, F, and G follows the 1997 Kasayuli Subdivision Plat dedication of 25-acres which more than adheres to the Open Space requirement of 10% of the subdivision area dedicated to Open Space.

4. Applying an Industrial Zone designation to Tract A containing a sandpit with 33.6 acres of lands consistent with BMC 18.40.020(D)(18), which identifies natural resource extraction, such as a sandpit, as a principal and permitted industrial use. The sandpit currently located at the east end of the subdivision and is buffered from existing housing by proposed Open Spaces Tracts B-1, B-2, and C;

WHEREAS, the Planning Commission recommends that the City Council approve a zoning map amendment to the Official Land Use Map of Bethel that applies Residential, Public Lands & Institution, Open Space, and Industrial zoning designations to the Kasayuli Subdivision, as referenced on the attached 1997 Final Plat of the Kasayuli Subdivision (Plat recording 98-3), and color-coded with specified zoning designations;

THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Official Land Use Map of Bethel is amended to apply Residential, Public Lands & Institution, Open Space, and Industrial zoning designations to the following Kasayuli Subdivision properties:

RESIDENTIAL

BLOCK 1	LOTS 1 TO 5
BLOCK 2	LOTS 1 TO 4
BLOCK 3	LOT 1 TO 4
BLOCK 4	LOTS 1 TO 4
BLOCK 6	LOTS 1 TO 16
BLOCK 7	LOTS 1 TO 21
BLOCK 8	LOTS 1 TO 16
BLOCK 9	LOTS 1 TO 23
BLOCK 10	LOTS 1 TO 44
BLOCK 11	LOTS 1 TO 16

Introduced by: City Manager Williams
Introduction Date April 26, 2022
Public Hearing: May 10, 2022
Action:
Vote:

BLOCK 12 LOTS 1 TO 13
BLOCK 13 LOTS 1 TO 11

PUBLIC LANDS AND INSTITUTIONS

BLOCK 5 LOTS 1 TO 6
TRACTS D AND H

OPEN SPACE

TRACTS B-1, B-2, C, E, F, and G

INDUSTRIAL

TRACT A,

of Section 23, Township 8 North, Range 72 West, Seward Meridian, Bethel Alaska.

SECTION 1. Classification. This ordinance is of a permanent nature but shall not be codified and rather shall be shown on the Official Land Use Map of Bethel as Residential, Public Lands & Institution, Open Space, and Industrial.

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

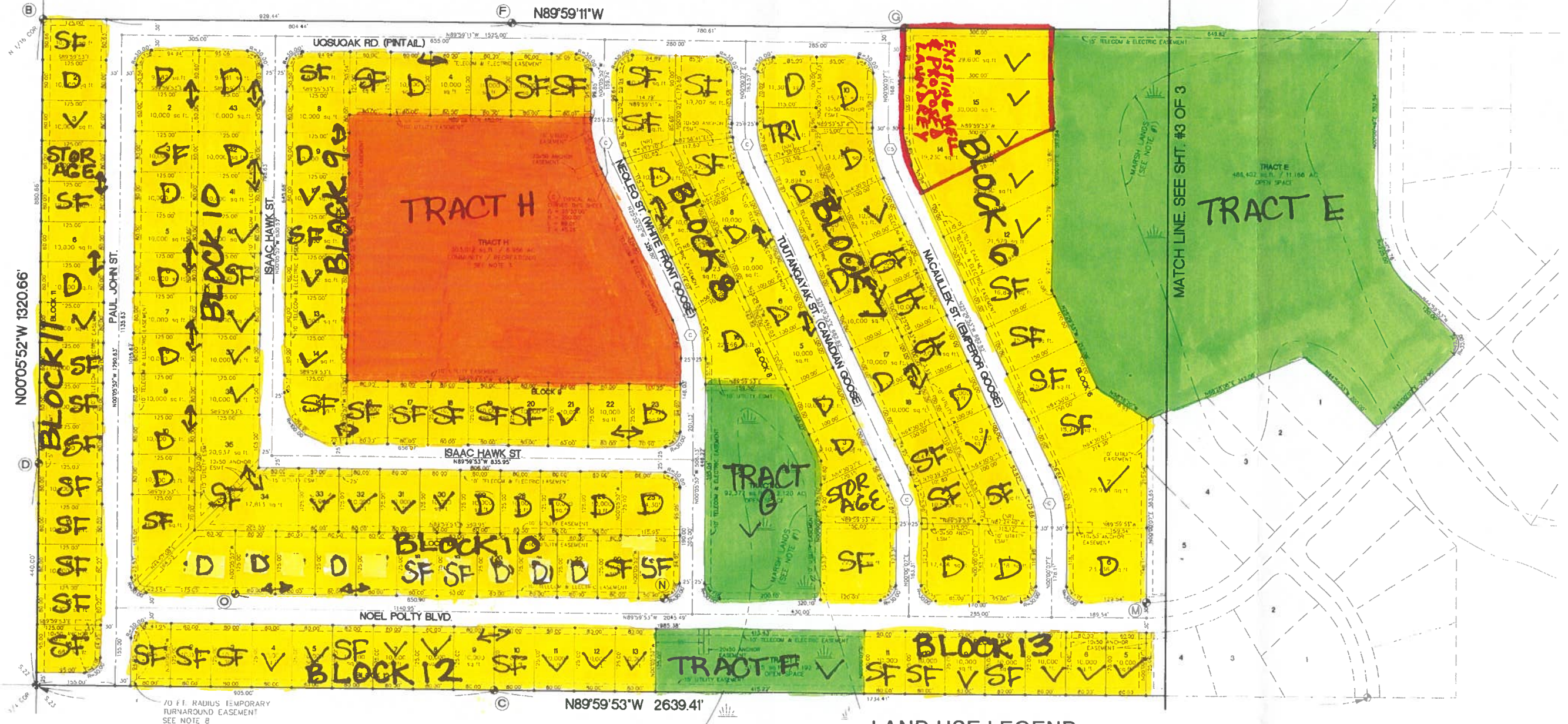
BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA THIS 10th DAY OF May 2022, BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

PROPOSED ZONING MAP



NOTES:

- MARSHLAND - THE LIMITS IDENTIFIED HEREON ARE THE ASBUILT LIMITS OF EITHER SURFACE WATER, MARSH GRASSES, LOW BUSH WILLOWS, OR ACTIVE DRAINAGEWAYS. THE TERM "MARSHLAND" AS USED HEREON IS A TERM OF CONVENIENCE AND INTENDED TO REPRESENT THOSE AREAS OF ACTIVE HYDROLOGY THAT ARE EVIDENCED BY THE STATED DELINEATORS. ALL ACCORDING TO THE SURVEY PERFORMED DURING NOVEMBER 1995.
- TRACTS B 1, B-2, C, E, F AND G ARE HEREWITH DEDICATED TO THE PUBLIC AS OPEN SPACE COMPRISING 24.986 ACRES MORE OR LESS OF WHICH 12.37 ACRES ARE MARSHLAND'S.
- TRACTS D AND H ARE HEREWITH DEDICATED TO THE PUBLIC FOR COMMUNITY RECREATIONAL AND / OR COMMUNITY SERVICES FACILITIES TO INCLUDE BUT NOT NECESSARILY LIMITED TO PARKS, PLAYGROUNDS, SCHOOLS, CLINICS, DAY CARE, COMPRISING 11.35 ACRES MORE OR LESS.
- UNLESS OTHERWISE NOTED BY (NR) ALL LOT LINES INTERSECT CURVES RADIALLY.
- NO INDIVIDUAL ON LOT WASTEWATER DISPOSAL AND / OR WATER SUPPLY SYSTEMS WILL BE ALLOWED, UNLESS PRIOR APPROVAL IS OBTAINED FROM THE CITY OF BETHEL AND THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND / OR ITS SUCCESSORS.
- THE U.S. ARMY CORP. OF ENGINEERS HAS DETERMINED THAT THE ENTIRETY OF THIS SUBDIVISION IS LOCATED WITHIN WETLANDS. THEREFORE APPROVAL MUST BE OBTAINED FROM THE U.S. ARMY CORP. OF ENGINEERS, OR ITS DESIGNEE, PRIOR TO PLACEMENT OF FILLS AND / OR CONSTRUCTION.
- RECORD BEARINGS AND DISTANCES SHOWN ARE IN ACCORDANCE WITH THE BUREAU OF LAND MANAGEMENT'S PLAT OF SURVEY FOR 1.8 N., R.72 W., S.M. APPROVED JUNE 24, 1974.
- TEMPORARY TURNAROUND EASEMENTS AS SHOWN HEREON SHALL AUTOMATICALLY VACATE UPON EXTENSION OF THE SUBDIVISION ROADS BEYOND THE ENCLUMBERED PROPERTIES.
- ALL PARCELS IN THE SUBDIVISION WILL BE SUBJECT TO AN AVIGATION EASEMENT IN FAVOR OF YUKON KUSKOKWIM HEALTH CORPORATION AND THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, FOR THE BENEFIT OF THE BETHEL AIRPORT.

Zoning Legend:

- Residential-
- Open Space-
- Public Lands & Institutions-
- Industrial-

LAND USE LEGEND:

- C-Commercial
- V-Vacant
- D-Duplex
- SF-Single Family
- T-Triplex
- Storage

SURVEYOR'S CERTIFICATE

I, Paul D. Whipple (LS-6992), do hereby certify that: I am properly registered and licensed to practice land surveying by the State of Alaska, that this plat represents a survey made by me, that the monuments shown hereon do exist as shown and described, and that all dimensions and other details are correct.

FINAL PLAT OF KASAYULI SUBDIVISION, REPLAT a resubdivision of KASAYULI SUBDIVISION according to plat number 96-23 Bethel Recording District, State of Alaska situated within LOT 2, SW 1/4 NE 1/4, S 1/2 NW 1/4, SEC. 23, T.8 N., R.72 W. S.M., AK., CONTAINING 146.353 ACRES ±			
PREPARED BY: KARLUK DESIGN 1042 E. 6th Ave. Anchorage, Ak. 99501	FOR: YKHC P.O. BOX 528 Bethel, Ak. 99559	DATE: 12-29-97 SCALE 1" = 100' F. BOOK	CHECKED PDW W.D. 9513
DRAWN M.RIVARD		SHEET 2 of 3	

BETHEL 98-3



NOTES:

- MARSHLAND - THE LIMITS IDENTIFIED HEREON ARE THE ASBUILT LIMITS OF EITHER SURFACE WATER, MARSH GRASSES, LOW BUSH WILLOWS, OR ACTIVE DRAINAGEWAYS. THE TERM "MARSHLAND" AS USED HEREON IS A TERM OF CONVENIENCE AND INTENDED TO REPRESENT THOSE AREAS OF ACTIVE HYDROLOGY THAT ARE EVIDENCED BY THE STATED DELINEATORS. ALL ACCORDING TO THE SURVEY PERFORMED DURING NOVEMBER 1995.
- TRACTS B-1, B-2, C, E, F AND G ARE HEREWITH DEDICATED TO THE PUBLIC AS OPEN SPACE, COMPRISING 24,986 ACRES MORE OR LESS OF WHICH 12.37 ACRES ARE MARSHLANDS.
- TRACTS D AND H ARE HEREWITH DEDICATED TO THE PUBLIC FOR COMMUNITY RECREATIONAL AND / OR COMMUNITY SERVICES FACILITIES TO INCLUDE BUT NOT NECESSARILY LIMITED TO: PARKS, PLAYGROUNDS, SCHOOLS, CLINICS, DAY CARE, COMPRISING 11.351 ACRES MORE OR LESS.
- UNLESS OTHERWISE NOTED BY (NR) ALL LOT LINES INTERSECT CURVES RADIALLY.
- NO INDIVIDUAL ON LOT WASTEWATER DISPOSAL AND / OR WATER SUPPLY SYSTEMS WILL BE ALLOWED, UNLESS PRIOR APPROVAL IS OBTAINED FROM THE CITY OF BETHEL AND THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND / OR ITS SUCCESSORS.
- THE U.S. ARMY CORP. OF ENGINEERS HAS DETERMINED THAT THE ENTIRETY OF THIS SUBDIVISION IS LOCATED WITHIN WETLANDS. THEREFORE APPROVAL MUST BE OBTAINED FROM THE U.S. ARMY CORP. OF ENGINEERS, OR ITS DESIGNEE, PRIOR TO PLACEMENT OF FILLS AND / OR CONSTRUCTION.
- RECORD BEARINGS AND DISTANCES SHOWN ARE IN ACCORDANCE WITH THE BUREAU OF LAND MANAGER'S PLAT OF SURVEY FOR T.8 N., R.72 W., S.M. APPROVED JUNE 24, 1974.
- TEMPORARY TURNAROUND EASEMENTS AS SHOWN HEREON SHALL AUTOMATICALLY VACATE UPON EXTENSION OF THE SUBDIVISION ROADS BEYOND THE ENCUMBERED PROPERTIES.
- ALL PARCELS IN THE SUBDIVISION WILL BE SUBJECT TO AN AVIGATION EASEMENT IN FAVOR OF YUKON KUSKOKWIM HEALTH CORPORATION AND THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, FOR THE BENEFIT OF THE BETHEL AIRPORT.

LEGEND	
SYMBOL	DESCRIPTION
—	LIMITS OF SUBDIVISION
—	LIMITS OF MARSH LAND
⊗	PRIMARY MONUMENT FOUND & HELD BLU BRASS CAP MONUMENT ON 3" DIAM. IRON PIPE
⊙	PRIMARY MONUMENT SET 3" DIAM. BRASS CAP MONUMENT ON 3" DIAM. BY 30" LONG IRON PIPE - SEE DETAILS SHEET 1 OF 3
•	SECONDARY MONUMENT - SET 5/8" DIAM. BY 30" LONG IRON REBAR WITH 1" DIA. PLASTIC CAP
(WEAS.)	MEASURED
(NR)	NON RADIAL
(REC.)	RECORD
(REC. COMP'D.)	RECORD COMPUTED



SURVEYOR'S CERTIFICATE

I, Paul D. Whipple (LS-6992), do hereby certify that I am properly registered and licensed to practice land surveying by the State of Alaska, that this plat represents a survey made by me, that the monumentation shown hereon do exist as shown and described, and that all dimensions and other details are correct.

98-3

RECORDED - FILED	30c
BETHEL	SEC. DIST. 18
DATE	2-18 1998
TIME	2:03 P.M.
Recorded by	YKHC
Address	

FINAL PLAT OF KASAYULI SUBDIVISION, REPLAT a resubdivision of KASAYULI SUBDIVISION according to plat number 96-23 Bethel Recording District, State of Alaska situated within LOT 2, SW 1/4 NE 1/4, S 1/2 NW 1/4, SEC. 23, T.8 N., R.72 W. S.M., AK., CONTAINING 146.353 ACRES ±			
PREPARED BY:	KARLUK DESIGN 1042 E. 6th Ave. Anchorage, Ak. 99501	FOR:	YKHC P.O. BOX 528 Bethel, Ak. 99559
DATE	12-29-97	DRAWN	M. RIVARD
SCALE	1" = 100'	F. BOOK	W.O. 9513
CHECKED	PDW	SHEET	7 of 158

RESOLUTION
Bethel Planning Commission
Resolution No. 2022-01

A RESOLUTION OF THE BETHEL PLANNING COMMISSION TO THE CITY COUNCIL RECOMMENDING A ZONING MAP AMENDMENT TO THE OFFICIAL LAND USE MAP OF BETHEL THAT WILL APPLY RESIDENTIAL, PUBLIC LANDS & INSTITUTIONS, OPEN SPACE, AND INDUSTRIAL ZONING DESIGNATIONS TO THE KASAYULI SUBDIVISION LOCATED 4.5 MILES SOUTHWEST OF THE BETHEL TOWN POROPER ON NOEL POLTY BLVD, SECTION 23, TOWNSHIP 8 NORTH, RANGE 72 WEST, SEWARD MERIDIAN, BETHEL ALASKA, TO INCLUDE:

RESIDENTIAL

BLOCK 1	LOTS 1 TO 5
BLOCK 2	LOTS 1 TO 4
BLOCK 3	LOT 1 TO 4
BLOCK 4	LOTS 1 TO 4
BLOCK 6	LOTS 1 TO 16
BLOCK 7	LOTS 1 TO 21
BLOCK 8	LOTS 1 TO 16
BLOCK 9	LOTS 1 TO 23
BLOCK 10	LOTS 1 TO 44
BLOCK 11	LOTS 1 TO 16
BLOCK 12	LOTS 1 TO 13
BLOCK 13	LOTS 1 TO 11

PUBLIC LANDS AND INSTITUTIONS (PLI)

BLOCK 5	LOTS 1 TO 6
TRACTS	D AND H

OPEN SPACE

TRACTS B-1, B-2, C, E, F, G

INDUSTRIAL

TRACT A

WHEREAS, The Kasayuli Subdivision is currently an un-zoned subdivision located inside the City of Bethel boundaries, and

WHEREAS, Bethel Municipal Code Section 18.04.050A (Zoning Jurisdiction) states the territorial jurisdiction under this title shall include all lands located within the corporate limits of the city. The provisions of this title shall apply equally to private and public property except to the extent prohibited by law, and

WHEREAS, BMC Section 18.04.030B (Zoning Application) states that no structure or land shall be used or occupied and no structure or part thereof shall be erected, moved, or altered except in conformity with the provisions of this Title, and

WHEREAS, the Bethel City Planning staff performed a windshield survey of the subdivision neighborhoods and counted 70 single family residences, 47 duplexes, one triplex, one health facility, 48 vacant lots, and determined the subdivision to be predominantly residential, and

WHEREAS, the Planning Commission held a public hearing on Tuesday, March 15, 2022 for the purpose of bringing the Subdivision into compliance with BMC Sections 18.04.050(A) and 18.04.50(B) (City Jurisdiction), and determined:

1. Applying a Residential Zone designation to a major portion of the subdivision would be consistent with existing development as it is 99% residential. This residential zoning designation is also consistent with the City of Bethel Comprehensive Plan 2035, in which the Future Land Use Map designates the Kasayuli Subdivision as being in the Residential Zone.
2. Applying a PLI Zoning designation to Tracts D and H follows the Plat Notes contained on the 1997 Kasayuli Subdivision Final Plat that dedicates these tracts to the public for community/recreational and community services facilities. The PLI Zone is the zone that best fits these facilities and is the zone most compatible with the Residential Zone. Additionally, all facilities except for permitted and principal uses that include trails, boardwalks, utility, water and sewer facilities, will require additional scrutiny from the planning commission in a public hearing for a Conditional Use Permit.

Applying a PLI Zoning designation to Block 5 (Lots 1 to 6) is consistent with BMC 18.24.030 (D) (Conditional Uses) which includes hospitals, sanitariums, children's homes, group homes, and similar homes, etc. The McCann Treatment Center currently occupies Lots 2-4. YKHC has plans to expand treatment facilities to lots 1, 5, and 6. The existing McCann Treatment Center would be grandfathered in and would not require a Conditional Use Permit.

3. Applying an Open Space Zone designation to TRACTS B-1, B-2, C, E, F, G follows the 1997 Kasayuli Subdivision Plat dedication of 25-acres which more than adheres to the Open Space requirement of 10% of the subdivision area dedicated to Open Space.

4. Applying an Industrial Zone designation to Tract A containing a sandpit with 33.6 acres of land is consistent with BMC 18.40.020(D)(18) which identifies natural resource extraction, such as a sandpit, as a permitted use. This sandpit is located at the east end of the subdivision and is buffered from existing housing by proposed Open Spaces Tracts B-1, B-2, and C, and

NOW, THEREFORE BE IT RESOLVED, the Planning Commission recommends to the City Council to approve a zoning map amendment to the Official Land Use Map of Bethel that will apply Residential, Public Lands & Institutions, Open Space, and Industrial zoning designations to the Kasayuli Subdivision located on Noel Polty Blvd, Section 23, Township 8 North, Range 72 West, Seward Meridian, Bethel Alaska, to include:

RESIDENTIAL

BLOCK 1	LOTS 1 TO 5
BLOCK 2	LOTS 1 TO 4
BLOCK 3	LOT 1 TO 4
BLOCK 4	LOTS 1 TO 4
BLOCK 6	LOTS 1 TO 16
BLOCK 7	LOTS 1 TO 21
BLOCK 8	LOTS 1 TO 16
BLOCK 9	LOTS 1 TO 23
BLOCK 10	LOTS 1 TO 44
BLOCK 11	LOTS 1 TO 16
BLOCK 12	LOTS 1 TO 13

BLOCK 13 LOTS 1 TO 11

PUBLIC LANDS AND INSTITUTIONS

BLOCK 5 LOTS 1 TO 6
TRACTS D AND H

OPEN SPACE

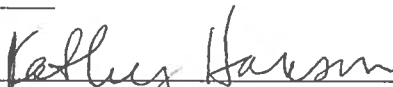
TRACTS B-1, B-2, C, E, F, G

INDUSTRIAL

TRACT A

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 15th day of March 2022. City of Bethel City Planning Commission Action:

Vote: In Favor: 6 Opposed: 0 Abstained:



Kathy Hanson, Chair

ATTEST:



Pauline Boratko, Recorder

Introduced by: Peter A. Williams, City Manager
Introduction Date: April 26, 2022
Public Hearing Date: May 10, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 21-26 (j)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2022 BUDGET

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2022.

WHEREAS, City engineer contractor, DOWL, collaborated with Architects Alaska to conduct a code and condition survey of the current Public Works building and composed a cost estimate for facility repairs;

WHEREAS, to progress to the next stage of achieving appropriate building codes for the Public Works building, DOWL prepared a task order for concept development;

WHEREAS, the Public Works Department is requesting that \$16,500 be allocated to cover the cost to complete the task order;

J-1 Public Works Administration					
New Line Item	Line Item in Budget	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-65-69XX	10-65-69X	Public Works Administration - Capital Expenditure	0	<u>16,500</u>	16,500
				<i>Total Increase</i>	
100-10100	10-10100	Cash in Combined Fund	9,162,147	(16,500)	9,145,647
				<i>Total Decrease</i>	

WHEREAS, a water quality analysis is performed annually, which is required by the Safe Drinking Water Act in December of 2020;

WHEREAS, this report has returned with a violation and/or exceedance of Haloacetic Acids (HAA5) within the City Subdivision Water Treatment Plant, which are a byproduct of disinfection agents;

Introduced by: Peter A. Williams, City Manager
 Introduction Date: April 26, 2022
 Public Hearing Date: May 10, 2022
 Action:
 Vote:

WHEREAS, DOWL has created a fee proposal for a Raw Water Quality Analysis for the City Subdivision Water Treatment Plant to improve the quality of the produced water;

WHEREAS, Public Works is requesting \$16,500 be allocated to City Subdivision Water Treatment Plant budget line item 510-84-XXX, Water Quality Assessment to cover the fees associated with the fee proposal;

J-2 City Subdivision Water Treatment Plant					
New Line Item	Line Item in Budget	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
510-84-69X	51-84-69X	City Subdivision Water Treatment Plant Capital Expenditure – Water Quality Assessment	0	<u>16,500</u> <i>Total Increase</i>	16,500
510-10100	51-10-100	Cash in Combined Fund	4,763,693	(16,500) <i>Total Decrease</i>	4,747,193

WHEREAS, the City's Animal Shelter is in need of improvement;

WHEREAS, DOWL created a proposal for concept development to replace the facility, which includes a review of the current location, utilities and site access, space utilization, foundation system, and building footprint configurator;

WHEREAS, City Administration requests that \$11,000 be allocated to the Police Department Budget to cover the fees associated with the proposal;

J-3 Police Department					
New Line Item	Line Item in Budget	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-61-6335	10-61-669	Police Department Operational Expenditures – Other Purchased Services	30,000	<u>11,000</u> <i>Total Increase</i>	41,000
100-10100	10-10100	Cash in Combined Fund	9,145,647	(11,000) <i>Total Decrease</i>	9,134,647

WHEREAS, the City of Bethel has four Water Treatment Operator positions, with two vacancies. The City has diligently sought and recruited more Water Treatment Operators;

Introduced by: Peter A. Williams, City Manager
 Introduction Date: April 26, 2022
 Public Hearing Date: May 10, 2022
 Action:
 Vote:

WHEREAS, in order to relieve these two employees, Administration seeks to hire a third-party contractor to assist with the various duties and tasks needed to run the Water Treatment facility;

WHEREAS, City Administration requests that \$33,400 be allocated to the City-Sub Water Sewer Treatment Plant to cover the fees associated with hiring a third-party contractor, for their services;

J-4 City-Sub Water Sewer Treatment Plant					
New Line Item	Line Item in Budget	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
510-84-6335	51-84-669	City-Sub Water Sewer Treatment Plant Operational Expenditures – Other Purchased Services	5,000	<u>33,400</u> <i>Total Increase</i>	38,400
510-10100	51-10100	Cash in Combined Fund	4,747,193	(33,400) <i>Total Decrease</i>	4,713,793

WHEREAS, the feasibility study for the expansion of the Yukon-Kuskokwim Regional Health and Aquatic Safety Training Center (YKRHASTC) has been completed;

WHEREAS, upon the completion and review of the feasibility study, the Parks and Recreation Committee has requested that the scope of the project be expanded in order to provide more information;

WHEREAS, the Administration is requesting that \$25,000 be allocated to the YKRHASTC for the purpose of increasing the scope of work towards the feasibility study;

J-5 Yukon-Kuskokwim Regional Health and Aquatic Safety Training Center					
New Line Item	Line Item in Budget	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
400-450-6320	40-50-669	Other Purchased Fees	10,000	<u>25,000</u> <i>Total Increase</i>	35,000
400-10100	10-10100	Cash in Combined Fund	(1,826,903)	(25,000) <i>Total Decrease</i>	(1,851,903)

Introduced by: Peter A. Williams, City Manager
Introduction Date: April 26, 2022
Public Hearing Date: May 10, 2022
Action:
Vote:

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

ENACTED THIS ___TH DAY OF 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Information Memorandum	22-07		
Date action introduced:	4-26-2022	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	
Confirmed by:			

Action Title:

Attachment(s): None

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	

The Parks and Recreation Committee has requested that the Pool feasibility study be expanded to include the following tasks. The report below will be written by DOWL and reviewed by members of the committee. A task order will now be created by DOWL. The task is expected to cost twenty-five thousand dollars.

1. Need for Expansion. This task would try to quantify the need for expansion. One argument against expansion is that current non-school groups can use the school gyms for games. However, the availability of the school gyms can be limited and seems to ebb and flow at the whim of school officials. School functions have precedence, so trying to schedule weekly usage times can be difficult for non-school groups. Also there tends to be requirements for insurance for the non-school groups that can get expensive. This task would include research and outreach to groups such as the basketball and volleyball leagues, indoor soccer, and ultimate frisbee to get feedback on how often they try to get space, how often they can't get space, and other issues they might have with the availability of school gyms. This would feed into task 2.
2. Revised Financial Model. This task would revise our financial models to include better information on rental fees and usage. There may be enough interest by different groups to keep the gym rented for a significant amount of time each week plus concessions and door charges. We need to understand how much of a game changer rental fees would be for our revenues.
3. Expansion Layout. We should be maximizing the gym space. We need to look at a larger gym and separate out costs for other program areas, so gym vs track vs multipurpose/weight room vs sauna. What percentage of overall costs is each program area. Locker rooms are good but do not need showers. This will require multiple layouts and breaking out the cost estimates for each program area. Also, given the variability in pricing right now, we may want to look at 2019 costs as a basis for comparison of program areas understanding that as we would go forward with funding, the estimates would need to be inflated to current year pricing.
4. Comparison to Other Facilities. This task would look at how other pool and gymnasium facilities are being operated across the state, specifically in rural, isolated communities such as Wrangell, Nikiski, Nome, Valdez, possibly Homer and Kenai.

City of Bethel Action Memorandum

Action memorandum No.	22-14		
Date action introduced:	4-26-2022	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute an Engineers Joint Contract Documents Committee (EJCDC) five-year contract with the engineer firm awarded the highest points by the City's review team.

Attachment(s): Draft EJCDC contract with redacted company name.

Amount of fiscal impact	Source of Funding	Account information
	No fiscal impact at this time.	
\$300,000/yr.	FY 2023 Budget, FY 2024 Budget, FY 2025 Budget, FY 2026 Budget, FY 2027 Budget, grants	Various depending on task orders

Summary Statement

The City of Bethel prepared and issued a Request for Proposals (RFP) on February 28, 2022 to solicit proposals from engineer firms to provide engineer and planning services to the City over the next five years. The City posted the RFP on the City website and advertised it on electronic dissemination services, like the Plans Room, Associated General Contractors of Alaska, Contractor Plan Center, Dodge Analytics, and the Procurement Technical Assistance Center at the University of Alaska, Anchorage. No addendums were issued.

The City received two proposals by the March 30, 2022 deadline. The two proposals were scored by three City employees. The scores are provided below:

	Proposal #1 Score	Proposal #2 Score
Reviewer #1	88	85
Reviewer #2	90	88
Reviewer #3	90	88
Total	268	261

The City issued a Notice of Intent to Award on April 8, 2022 to the high scoring firm and sent a letter to the other firm notifying them of the City's intention to award the contract. The attached contract is a draft of the EJCDC contract in negotiation between the City and selected proposer.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders)(see below); (2) the Exhibits to Main Agreement; (3) the Task Order Form; and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 1 OF 3: MAIN AGREEMENT

Prepared by



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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **City of Bethel** (Owner) and [REDACTED] a **Limited Liability Company** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time-to-time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Main Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.
- B. Each specific Task Order will indicate:
 - 1. Project Background Data;
 - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
 - 3. Additions or Modifications to Owner's Responsibilities;
 - 4. Task Order Schedule;

Main Agreement.

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5. Engineer's Compensation for Task Order; and
 6. Primary Subconsultants, if any.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Prepare and submit **monthly (every 30 days)** engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 6. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;

- b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **[Engineer's CAD standards] [Owner's CAD standards] [other CAD standard (specify)]**, using **[specify]**-version **[specify]** software.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **[Engineer's standard specifications] [Owner's standard specifications]**, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
 - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
 - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
 - 1. design objectives and constraints;

Main Agreement.

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2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;
 5. budgetary limitations; and
 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, Mapping, and Utility Documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 - 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
 - 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
 - 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
- D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

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- b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
- 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
- 4. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder for **five (5)** years from the Effective Date of the Agreement.
- B. The parties may extend this Agreement for up to two (2) one (1) year periods , with or without changes, by written instrument establishing a new term.

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)

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2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
 - a. Engineering Supplies
 - b. Travel Expenses
 - c. Per Diem
 - d. Required Project Materials
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of

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Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (Usually in July) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:
 1. Transportation (including mileage), lodging, and subsistence incidental thereto;
 2. Providing and maintaining field office facilities including furnishings and utilities;
 3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
 4. Consultant charges; and
 5. Other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.1**.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.06**.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under

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this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner

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agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

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- a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
3. ,
- B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
 - C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
 - D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless

provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
 - C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
 - D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

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2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
 3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause—Task Order
1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Main Agreement:

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1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
- B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
- C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the project scoped in an applicable task order is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner’s principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner’s principal office is located.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

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pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are

or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other

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party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
 3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
 - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever

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that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. **Effective Date of the Task Order**—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. **Electronic Document**—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. **Electronic Means**—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. **Engineer**—The individual or entity named as such in this Main Agreement.
24. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
25. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. **Main Agreement**—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. **Owner**—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

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30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications;

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Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such

as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

- A. Reserved.
- B. Reserved.
- C. Exhibit C, Amendment to Main Agreement (form).
- D. Reserved.
- E. Reserved.
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
 1. Appendix 1—Reimbursable Expenses Schedule
 2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

Main Agreement.

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8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. Amendments:
 - 1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
 - 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
 - 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is **[date to be inserted at the time of execution]**.

Owner:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Engineer:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Main Agreement.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement (see below); (3) the Task Order Form; and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 2 OF 3: EXHIBITS TO MAIN AGREEMENT

Prepared by



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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**

Engineer: **[Name of Engineer]**

Effective Date of Agreement: **[Effective Date of Main Agreement]**

Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to term of Main Agreement
- ☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT D—RESERVED

—

Exhibit D—Reserved.

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Exhibit E—Reserved.

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to "Project" will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer's involvement, as the case may be.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any

applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **25 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless

this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. RESERVED

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).
 - a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.
- D. —Requests by Project-Related Parties for Electronic Documents in Other Formats
 - 1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
 - 2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**Guidance Notes—**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later.			
DWG	Autodesk® AutoCAD. dwg format Version [number].			
DOC	Microsoft® Word. docx format Version [number].			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
	\$
	\$

Exhibit G—Insurance.

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- B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee\$	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Unmanned Aerial Vehicle Liability Insurance (if applicable)	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
[Redacted]	[Redacted]
[Engineer's Subconsultant]	As needed on Task Order Basis
[Engineer's Subconsultant]	As needed on Task Order Basis
[Other Additional Insured]	As needed on Task Order Basis

Exhibit G—Insurance.

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- B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
 - 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 - 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
 - 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
 - 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
 - 5. The award rendered by the arbitrators will be consistent with this Agreement and judgment may be entered upon it in any court having jurisdiction thereof, and will be subject to appeal or modification, in accordance with AAA rules.
 - 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.
 - 7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

Exhibit H—Dispute Resolution.

Exhibits to Main Agreement. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.

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by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) : 1.02, Limitation of Engineer's Liability.

1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of \$50,000 or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
- B. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.
- C. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability,

Exhibit I—Limitations of Liability.

Exhibits to Main Agreement. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.

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Page 1 of 2

breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed \$50,000 or the total amount of engineer's compensation, whichever is higher.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

8"x11" Copies/Impressions	Included
Copies of Drawings	Included
Mileage (auto)	\$.55/mile
Air Transportation	at cost x 1.1
Laboratory Testing	at cost x 1.1
Health and Safety Level D	at costs
Health and Safety Level C	At cost
Meals and Lodging	at cost x 1.1 (Federal Department of Defense Rates)

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.
3. The Standard Hourly Rates are subject to annual adjustment.

ALASKA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$160	Engineer VI	\$180
Accounting Technician	\$95	Engineer VII	\$195
Administrative Assistant	\$90	Engineer VIII	\$205
Administrative Manager	\$100	Engineer IX	\$225
Biologist I	\$105	Engineer X	\$255
Biologist II	\$115	Engineering Technician I	\$75
Biologist III	\$125	Engineering Technician II	\$95
Biologist IV	\$135	Engineering Technician III	\$110
Biologist V	\$180	Engineering Technician IV	\$125
CAD Drafter I	\$80	Engineering Technician V	\$135
CAD Drafter II	\$95	Engineering Technician VI	\$150
CAD Drafter III	\$105	Environmental Specialist I	\$95
CAD Drafter IV	\$115	Environmental Specialist II	\$110
CAD Drafter V	\$125	Environmental Specialist III	\$125
Civil and Transportation Designer	\$100	Environmental Specialist IV	\$145
Contract Administrator I	\$135	Environmental Specialist V	\$150
Contract Administrator II	\$160	Environmental Specialist VI	\$165
Corporate Development Manager	\$195	Environmental Specialist VII	\$185
Crew Chief I	\$95	Environmental Specialist VIII	\$200
Crew Chief II	\$105	Environmental Specialist IX	\$220
Crew Chief III	\$110	Environmental Specialist X	\$240
Crew Chief IV	\$120	Field Project Representative I	\$120
Crew Chief V	\$130	Field Project Representative II	\$135
Cultural Resources Specialist I	\$95	Field Project Representative III	\$165
Cultural Resources Specialist II	\$115	Field Project Representative IV	\$180
Cultural Resources Specialist III	\$120	Geologist I	\$100
Cultural Resources Specialist IV	\$155	Geologist II	\$110
Cultural Resources Specialist V	\$170	Geologist III	\$135
Document Production Supervisor	\$125	Geologist IV	\$160
Engineer I	\$110	Geologist V	\$180
Engineer II	\$120	GIS Coordinator	\$145
Engineer III	\$140	GIS Manager	\$155
Engineer IV	\$160	GIS Specialist	\$95
Engineer V	\$170	GIS Technician	\$80

Graphics Designer	\$110
Intern I	\$70
Intern II	\$80
Laboratory Manager	\$100
Laboratory Supervisor	\$80
Landscape Architect I	\$105
Landscape Architect II	\$120
Landscape Architect III	\$135
Landscape Architect IV	\$150
Landscape Architect V	\$165
Landscape Architect VI	\$175
Landscape Architect VII	\$185
Landscape Designer	\$90
Landscape Planner	\$110
Lead Materials Technician	\$90
Marketing & Administrative Manager	\$195
Marketing Assistant	\$80
Marketing Coordinator	\$110
Materials Manager	\$105
Materials Technician	\$70
Materials Technician II	\$85
Planner I	\$95
Planner II	\$120
Planner III	\$135
Planner IV	\$155
Planner V	\$165
Planner VI	\$175
Planner VII	\$185
Planner VIII	\$200
Planner IX	\$215
Planner X	\$255
Planning Technician	\$85
Professional Land Surveyor I	\$95
Professional Land Surveyor II	\$105
Professional Land Surveyor III	\$115
Professional Land Surveyor IV	\$125
Professional Land Surveyor V	\$135
Professional Land Surveyor VI	\$140
Professional Land Surveyor VII	\$150
Professional Land Surveyor VIII	\$160

Professional Land Surveyor IX	\$185
Professional Land Surveyor X	\$195
Professional Land Surveyor XI	\$210
Project Administrator	\$110
Project Assistant I	\$90
Project Assistant II	\$105
Project Controller	\$140
Project Manager I	\$135
Project Manager II	\$150
Project Manager III	\$165
Project Manager IV	\$175
Project Manager V	\$195
Project Manager VI	\$210
Project Manager VII	\$225
Proposal Manager	\$115
Public Involvement Assistant	\$90
Public Involvement Coordinator	\$130
Public Involvement Planner	\$110
Public Involvement Program Manager	\$175
Real Estate Services Manager	\$155
Right of Way Agent I	\$100
Right of Way Agent II	\$115
Right of Way Agent III	\$130
Right of Way Agent IV	\$145
Right of Way Agent V	\$160
Right of Way Agent VI	\$190
Right of Way Assistant	\$90
Risk Manager	\$180
Senior CAD Drafter	\$145
Senior Civil and Transportation Designer	\$145
Senior Manager I	\$215
Senior Manager II	\$235
Senior Manager III	\$245
Senior Manager IV	\$280
Senior Manager V	\$290
Senior Manager VI	\$310
Senior Materials Technician	\$100
Senior Proposal Manager	\$175
Survey Crew Surveyor I	\$65
Survey Crew Surveyor II	\$75

Survey Crew Surveyor III	\$85	Survey Technician V	\$95
Survey Crew Surveyor IV	\$95	Survey Technician VI	\$105
Survey Crew Surveyor V	\$105	Survey Technician VII	\$120
Survey Technician -- Supervisor	\$130	Survey Technician VIII	\$130
Survey Technician I	\$65	Survey Technician IX	\$145
Survey Technician II	\$70	Systems Administrator	\$130
Survey Technician III	\$75	Technical Coordinator	\$155
Survey Technician IV	\$90		

Survey Crews

One-Person Survey Crew	=	\$135/hour
One-Person Survey Crew GPS/ Robotics	=	\$155/hour
Two-Person Survey Crew	=	\$190/hour
Two-Person Survey Crew GPS/ Robotics	=	\$200/hour
Two-Person Survey Crew (PLS + LSIT)	=	\$235/hour
Three-Person Survey Crew	=	\$275/hour

Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	0.85/mile
Vehicle Usage – Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	1 st and Last Day	DOD Per Diem Rate
Anchorage	\$19.00	\$31.00	\$50.00	\$25.00	\$93.75	\$125.00
Fairbanks	\$15.00	\$25.00	\$40.00	\$20.00	\$75.00	\$100.00
Juneau	\$18.00	\$30.00	\$47.00	\$23.00	\$88.50	\$118.00

All other cities not listed above, please use the following link: <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>

Please use the following link for the meal breakdown: https://aoprals.state.gov/content.asp?content_id=114&menu_id=75

Notes

1. [REDACTED] Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and [REDACTED]
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

Part 3 of 3: Sample Task Order Form
Sample Task Order to AGREEMENT BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES- TASK ORDER EDITION

Shown for the purposes of what information will be shown on each letter task order
fee proposal

Project No.: [Click here to enter text.](#)

TASK ORDER

Task Order No.: _____

Issued under the authority of Agreement between Owner and Engineer for Professional Services –

Task Order Edition dated: _____

Task Order Title: _____

Effective Date: _____

This Task Order is issued under the provisions of the above Agreement between Owner and Engineer for Professional Services – Task Order Edition dated _____, 20__ between [\(add Client name\)](#) (CLIENT) and _____

The following representatives have been designated for the work performed under this Task Order:

CLIENT: _____

SCOPE OF WORK: (attach additional sheet(s) as required)

[\(insert scope or reference Exhibit A – _____ Services for Task Order\)](#)

COMPENSATION: [\(revise the following as necessary or reference Exhibit B- _____ compensation for Task Order\)](#)

_____ shall be reimbursed on a [\(Time & Materials, Lump Sum, Percent of Completion, etc.\)](#) basis. _____ shall invoice no more often than monthly for services provided in the prior month.

The provisions of Agreement between Owner and Engineer for Professional Services -Task Order Edition and any Special Terms and Conditions and/or Exhibits or Attachments to this Task Order shall govern the Work.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Task Order and this Task Order may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

[\(insert Client name\)](#) _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A – [REDACTED] Services for Task Order

Task Order No.: _____

Task Order Title: _____

Issued under the authority of Agreement between Owner and Engineer for Professional Services -
Task Order Edition Number: _____

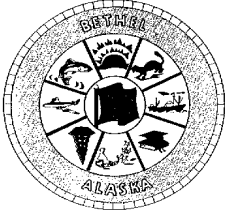
Exhibit B – [REDACTED] Compensation for Task Order

Task Order No.: _____

Task Order Title: _____

Issued under the authority of Agreement between Owner and Engineer for Professional Services -

Task Order Edition Number: _____



CITY OF BETHEL

P.O. Box 388
Bethel, Alaska 99559
Ph. (907) 543-4150
Fax (907) 543-3817

MEMORANDUM

DATE: March 16, 2022, to March 29, 2022

TO: City Council

FROM: Peter Williams, City Manager

RE: City Managers' Report

Covid-19 – There are testing kits, masks, etc., available. We have received a partial order of testing kits and have masks available. We have asked that people mask up when in City Buildings and on city property.

Contracted Projects

DOWL Inc – Capital Projects Update is attached to this report.

YKAC (pool) – The flashing on the roof is due to be installed starting June 2, 2022 – The heat trace system needs to be investigated. – A bid will have to be developed to replace the sand filters and lift station. We are also working on a long-term maintenance contract to maintain the pool.

Public Works – The emergency backup generator is to arrive on the first barge. The pilings for the generator have been installed. The design to wiring the gen-set to the P.W. building is complete.

Transit Ctr. – The design to replace the boilers is in progress.

Daily Log

April 5 - 1) We received the Union counter-proposal concerning the CBA 2) received three leases to review from the DOT. The DOT is now tasked with taking care of property leases. 3) Aves. Project team meeting.

April 6 - 1) Continue to gather material together for the cities' application for insurance with APEI. 2) Sent an email to City employees regarding masking. The Administration recommends that employees and visitors wear a mask while in city buildings or on city property. 3) Discussed using sole sourcing to hire a contractor for the repairs at the pool. Also discussed was the scope of work. 4) Asked Brilliant Media and the City Clerk to make the Daily Police Blotter easier to find on the City's Web site and Facebook. 5) Met with to discuss the repairs at the Aquatic Ctr. 5) Requested S&R to place safety cones to mark the rough spots on the roads if they can't be repaired right away. 6) Met briefly with the Fiancé Director and Cty Clerk about presenting the budget. 7) Met to discuss the Bethel avenues Piped Water and sewer bid negotiations. DOWL discussed their conversation with the company that won the bid. The company discussed some of the problems they had with the suppliers. 8) Thirty-nine emails received responded to thirty-seven.

April 7 - 1) Requested from the Planning Department for maps of the property between YKHC and UAF-KC. 2) Reviewed the proposed contract between BFK9 and the City. If funding for a position is approved by the council during the budget process, we will use this contract. 3) H.R. is reviewing the employee's safety programs. We hope to improve this program. A good start would be to develop a safety committee. Three people from various departments are what the committee would be the members. We need to improve slips and falls, and muscle strains that the employees are experiencing. 4) Resolved two citizens' complaints. 5) Met with Bethel comp Plan stakeholders. 6) Reviewed the pool's O&M maintenance schedule. Property maintenance has been busy helping out with the personnel from utility maintenance. I've requested that the P.W. Director work the O&M Schedule into their Property Maintenance schedule. 7) Met with City's P.R. firm.

April 8 - 1) Work with the Planning Dept concerning the cul-de-sacs in Bethel Heights. 2) Review and discuss AM for council regarding the General Service contract for engineering services. 3 Replied to a citizen enquire concerning Good Vibes and Uncommon Pizzas' application. 4) P.W. forwarded a few items for the CIP. 5) Congratulations sent to the deputy finance director for being nominated for the 2022 Top forty Under forty award. This was posted on the City's Facebook page. 6) Received the Union's counter-proposal. We hope we can find a negotiator the next time we start these negotiations. 7) Review the Transit budget and discuss the grant reports with the Transit Manager. 8) Admin. met to discuss the maintenance agreement between the City and AFHC concerning the cul-de-sacs in Bethel Heights. We've asked DOWL real estate dept. to help us review the documents we have received. After DOWL has completed the design for the DOT of Akakeek, DeLapp, and Ptarmigan, we will then be able to produce a document, so the ownership of the cul-de-sacs is transferred to the City. The city council will have to approve this action.

April 9 – 1) The pool Manager suggested that the Aquatic Center revenues will go directly to the City's Finance Dept. The revenues have been going to Health Fitness and the expenses, invoices, deducted from the revenues. The revenues then were credited towards the pools fund Balance.

April 11 - 1) In Anchorage, at a conference concerning the infrastructure bill. 2) Asked our insurance broker who is responsible for items left in a ROW if the item is damaged by City personnel. The broker replied that who is responsible is usually written into the ROW agreement. We can fine someone now if an item is in the way, but no mention is made of who is responsible for an item if it is damaged in the right of way. 3) Responded to a citizen's question about the Police Chief. 4) Connectivity was lousy in Anchorage; I couldn't hold a conversation on the phone due to an echo.

April 12 - 1) Return to Bethel on the noon flight. 2) respond to the DOT regarding the lease for the dept of Law. 3) Attended City Council meeting

April 13 – 1) Met with DOWL to discuss ASHA and City's differences about who owns the cul-de-sacs. 2) Met with the USDA about funding the AVES project. The USDA will see if they can increase their part of the funding. Even if USDA can provide some extra funding, it will not be enough to cover the entire cost of the project. 3) Approved the contract with BFK9. Funding for this project will have to come first before the contract is signed.

April 14 – 1) Met to discuss the CBA. 2) met with Aquatic Ct. Manager and DOWL to discuss the feasibility study for a gym at the center. 2) receive a number of calls about culverts and water flooding property owners' property. 3) I received a question about whether Tundra Ridge Road would allow pedestrians to walk alongside the road. There is a four-foot-wide shoulder, and it will be paved as I understand the drawings. The Dot will present the drawings to the public on April 20, between 4:30 and 6:30 PM at the Culture Centers. 4) Review the notes about the Infrastructure Symposium from the Grant Manager (attached to this report). 5) The Alaska- Pacific River Forecast Center will meet on April 19, 2022, to discuss the river conditions. They report that snowpack levels are above normal statewide.

April 15 – 1) Met with YKHC to discuss the proposed path between YKHC and UAF-KC. YKHC is designing a new parking lot and I suggested when the design is 65% complete, we meet and agree on where the path will access the YKHC. I'll meet with UAF-KC next week to discuss where on their campus we can put a path on UAF's property. The funds will come from the TAP grant. The application period is between April and October. 2) Received DOWL opinion about the Quit-deed claims and the plating for the Turnkey III subdivision. 3) Received confirmation that the City owns the property and the *house* on the corner of Ptarmigan and Ridgecrest. Our estimate to recalibrate this house is about \$100,000. I think it would be useful if the City had a place for contractors

to stay when they are in Bethel. This project will be in the CIP. 4) Admin. met with LKSD to discuss LKSD Ayaprun projects site plan permit. 5) The Fiancé director will arrive for work on April 25. 6) Questions about Clean up green-up. At the moment, we have very few ALPAR bags. We will try to set up a program. Charlie Dan is moving on, and she will be missed. Thanks to her, this program has been a success.

April 16 - 1) Discuss City Sub roads and various properties flooding and the O.M. Maintenance Schedule for the pool with the P.W. director.

April 17 -1)

April 18 – 1) Met with Elevate UAS, who produces mapping of elevations. This could be useful for determining some of our drainage problems and flooding. 2) Admin. met with LKSD to discuss the supply of water for the LKSDs campus for suppressing fire. The hydrants and eventually the sprinkler system was to be connected to the piping for the Aves. Project. 3) Met with Wilson- Arbors to discuss the City's health care plan, premiums, and services. The rates will increase by two and a half percent. 4) UAF-Teen Center has secured funding which will be used to upgrade the windows and flooring. UAF also received a grant to rehabilitate the playgrounds equipment. 5) Admin. met to discuss the Collective Bargaining Agreement. We have decided to bring in outside counsel who has experience in labor negotiations. We hope that when the next contract is negotiated that we can obtain the same or similar advice.

April 19 – 1) Met with the Manager of the Aquatic Center and the Dep. Finance Director to discuss the center's F.Y. 23 Budget and deficit. 2) Met with the P.W. director and DOWL Inc. PM to discuss the progress of the various projects the City is working on. 3) Met with H.R. to discuss the hiring of personnel for various departments. 4) The Public Works Director will be the Ex-Officio for the Public Works and Safety Committee and I, the City Manager, will be the Ex-Officio for the Parks and recs committee.

Thank you,

Peter A Williams
City Manager
City of Bethel



April 18, 2022

Mr. William Arnold
Mr. John Sargent
Mr. Peter Williams
City of Bethel
P.O. Box 1388
Bethel, AK 99559

**Subject: 2017-2022 City of Bethel- DOWL Term Contract
Capital Projects Update**

CONTRACTED PROJECTS

Avenues Piped Water and Sewer- DOWL Task Order #2

- Bids received 3/11/2022 – Ahtna \$42,092,928, BSI \$48,686,719
 - Bid expires 5/11/22, but Ahtna has agreed to keep it “live” if we wish to.
- Value engineering with Ahtna underway.
- The 2 Salzbrun SAs are still outstanding.
- DOWL submitted CA amendment, but shouldn’t execute until funding package is clear.
- Need to explore scope reduction/changes
 - Eliminate part of the project
 - Could reduce arctic pipe size also, which could be a big cost savings.
 - Place submersible pumps in sewer holding tanks
 - DOWL can do some preliminary work at no cost- but for big VE/re-design efforts, we will need an amendment.

Lift Station Improvements- #15

- Public Works, City Hall, and Bethel Heights ASHA Main lift station are complete. The punch lists from Inlet Mechanical are complete and closed. The punch list from TecPro needs to be verified, then can be closed.
- BH West Back-up generator is installed.
- The final signed SCADA drawings and specifications were completed and sent 2/18/2022. PLC changeover at CSWTP needs to be coordinated with TecPro. TecPro must provide a plan for the changeover prior to start.
- Main lift station mixer was installed. Safety concern without shroud.
- Main lift station final electrical plans and specifications target submittal 2/24/2022.
- TecPro is working on HMI and screens.

Lead and Copper Issues at City Sub- #17

- Orthophosphate injection system has been running since 11/17/20. Monitoring ongoing through June 2022. ADEC extension until Fall 2022.
- Cost amendment submitted 3/18/2022 for investigation into elevated levels of HAA5.
 - Big part of that cost is DBP Formation Potential testing at SGS.

City Hall Roof and Boiler Improvements- #23

- Wolverine submitted their final pay application on 2/16/2022.

- The project is effectively complete.
- Blinds?

Subdivision Construction Oversight- #26

- ONC subdivision is complete and DOWL approved the work.
- Blue Sky subdivision roads are under construction. DOWL is performing spot inspections.
- Construction of Tanqik subdivision roads has not begun.
- Total authorization on this was \$82K, of which \$23K remains.

Yukon Kuskokwim Health and Fitness Center Repairs-- #28

- Change order #6 is almost fully executed (waiting on WSI). Total obligations are:
 - \$80K DOWL
 - \$560K WSI
- Flashing has been shipped to BET; however, WSI has no vaccinated employees available for installation. Likely the cause of some of the ongoing roof leaks. Flashing will be installed in June, 2022.
- DOWL is working with The Pool Company on bids for filter maintenance and working with Wolverine and others on bids for replacement of the on-site lift station. It is expected these items will fit within the recently allocated additional YK Fitness Center repair funds. Initial bid in June 2021 for the Pool Company's work was \$260K. Exploring how much it has increased.
 - Should this scope of work and a maintenance contract be bid out?
 - If bid out, we wouldn't be able to get them under contract by June 1, 2022.
- Separate stand alone task order (44) for the Lift Station Design Replacement (\$48K design+CA). DOWL will need an amendment for multiple heat trace systems to add a mechanical engineer to the project.
- In the spring, we will likely need to shut the facility down for rebalancing and flushing the heating system. June 1, 2022.

Courthouse Water Service Replacement- #29

- \$770k contract awarded to Denali General Contractors. Construction will be after first barge.
- The water main vault is larger than designed, because of material availability.
- DGC submitted their first set of submittals.
- We recently worked with Xavier to respond to Liberty Mutual Bond requirement.
- What to do with Storage Tank and Service Distribution shed after it's abandoned?

Water and SewerCAD Models- #33

- The models are complete and ready for future use.
- The report has been submitted to COB.
- Recently used model to evaluate QCL and man camp.

Public Works Facility Back-up Generator- #35

- 100% Paid
- CARES Act funded but still need to produce drawings for VanGo. Design is complete.
- Cummins Generator has been ordered. Cummins is claiming Force Majeure though and claiming to not know delivery timeframe. It will be here on first barge of 2022. City will have responsibility to relocate from barge landing to Public Works building.

Community Wide Piped System Preliminary Engineering Report- #36

- System capacity analysis report submitted 3/30/2022.
- Preparing a memo with estimated costs and phases for John Sargent's use in securing funding. Will be ready by April 22, 2022.
- Draft PER is approximately one month out.

YK Fitness Center Expansion Feasibility Study- #37

- Met with Pete Williams and Stacey Reardon on 4/13/2022 to discuss financial modeling and a review revenues/expenditures at other similar facilities in the state.
- Met with Brian Lefferts and Michele Dewitt on 4/14/2022 to discuss further community outreach and additional gym layout options.
- Sent bullet points for amendment to all of the above on 4/14/2022. Waiting further direction from Pete Williams. Once Pete responds, DOWL can prepare scope and fee amendment for Phase 2 of the study.
- Draft study is complete.

Water and Sewer Rate Study- Water and Sewer- #39

- Xavier Mason with support from FCS group is looking into possible reasons for the discrepancy between actual revenue and estimated revenue.
- The group will meet 5/10/2022 to discuss his findings.
- Work will not begin on a new rate structure until we resolve the discrepancy issue.

Fuel Tank Farm Review- #42

- Have used about \$20K out of total \$30K authorized.

Permitting for Brown's Slough Dredging- #43

- RS&E has sent the characterization report to ADEC.
- Permitting effort is complete.
- Dredging take place?

YK Fitness Center Lift Station Replacement- #44

- Have a quote from AK Pump and Supply for an insulated packaged lift station with new Flygt Pumps for approximately \$107K.
- Design documents were submitted to WSI for a change order proposal.
- Amendment in the works from EDC for the dual heat trace systems. We anticipate submittal soon.
- Wolverine will be the general, TecPro will be the electrical sub. Met with team to discuss roles.
- Requested that WSI keep cost for structural platform separate.

Chemical Storage building- #45

- Architects Alaska working on draft building layout and code review.
- DOWL working on design memo.
- Need to take photos of potential areas at Public Works area today.

Transit Center Boiler Replacement- #46

- Assessment Report submitted to COB on 1/24/2022.
- In summary the recommendations are:
 - Replace boiler with 2 smaller redundant, oil-fired boilers.

- Install smaller stack and new accessories.
 - Replace electric water heater with hydronic heater run off new boiler.
- Amendment for design and construction administration submitted to COB on 3/18/2022.

Comprehensive Plan- #47

- Bi-weekly meetings with COB and stakeholders are ongoing, also routinely meeting with the city's commissions/committees.
- Draft Vision Statement has been developed.
- Starting development of land use and transportation goals.
- Launched the project website with a public comment map to collect place-specific comments.

Bethel Heights PER Funding Memorandum- #51

- DOWL field work planned 4/18-4/19 for the condition assessment.
- Draft memorandum underway, which will include results of conditions assessment, clearly defined scope of work meeting Tier 1 funding criteria, and an updated cost estimate.
- Memorandum submission 5/6/2022.

OTHER UNCONTRACTED WORK

- Foundation investigation at Fire Station – scope and fee proposal submitted to COB 3/18/2022.
- Public Works and Dog Pound replacement Concepts– scope and fee proposal submitted to COB 3/18/2022.
- Ayaprun Traffic Impact Analysis Scope of Work for Ted?
 - Plan B for if Avenues does not take place?
- Back-up operators at CSWTP?
 - NUS/ Richard Steckel?

CEHH Drainage Study

- Followed up with DOT in March.
- Recommend planning to construct detention pond.
 - Could go forward with our recommendation.
- Bid documents?

City of Bethel, Alaska

City Clerk's Office

Council Meetings

April 12, 2022 Regular City Council Meeting
April 19, 2022 Special City Council Budget Meeting
April 21, 2022 Special City Council Budget Meeting
April 26, 2022 Regular City Council Meeting

Documents

Proclamation Alcohol Awareness Month, researched content for proclamation.
Ordinances 22-12, Initiated the preparation and coordinated the updates to the City's Fee and Rate Schedule and prepared the Ordinance with changes applied.
Ordinance 22-13, worked with Attorney to coordinate the property transfer back to the City with LKSD.
Ordinance 22-14, Reviewed the property appraisal, lease documents. Provided amendments to the lease document to Administration. Prepared Ordinance for property transfer.
Ordinance 22-15, Reviewed the property appraisal, lease documents. Provided amendments to the lease document to Administration. Prepared Ordinance for property transfer.
Ordinance 22-16, Reviewed the property appraisal, lease documents. Provided amendments to the lease document to Administration. Prepared Ordinance for property transfer.
Ordinance 22-17, Researched appeal processes with other jurisdictions, prepared Ordinance and presented to Administration/Legal for review. Updated the draft based off recommendations.
Ordinance 22-18 was prepared by the Planning Department however, the City Clerk's Office reviewed and amended.
Legal notices prepared for disposal of four properties in accordance with BMC and the terms of the disposal. Posted around town and provided to newspaper.

- Continue to request attendance/check requests from Ex Officio Committee/Commission Members for the virtual attendance stipends to be issued.
- Continue to request responses from departments on their updates to the Records Retention Program.
- Reviewed the Administrative Proposed Budget provided a list of corrections to Finance.
- Reviewed/commented/met on Union Contract Amendments.
- Prepared interview questions and assisted Public Works Director in interviews for Admin Asst.
- Obtained current salaries of management team and reviewed comp ratio standards and application to the recommended salary scale provided to the City by Pontifex. Reached out to HR to offer support in adopting a salary schedule and placement matrix (neither tool is being used for management team hires). Additionally began working through Title 3 to determine what amendments should be made to satisfy the recommendations from the Classification and Compensation Study.
- Reached out to Administration to determine timeline on playground equipment (Kids Vote), the equipment hadn't yet been ordered so reached out to vendors to see what equipment they would have in stock and ready to ship this summer. Forwarded that information to Administration.
- Assisted two individuals with issues over landfill charges and provided explanation to administrative staff on landfill charges which includes an outdated provision of the BMC which allows for monthly

use rates. It is my understanding that code provision will be taken to the Public Works Committee for updates.

- Processes two passport applications.
- Records Retention Schedule-waiting to hear back from departments on electronic records
- Continued review of legal records to determine long term storage needs. Scanning and performing OCR on those records for easy retrieval.
- Scheduled Ex Officio Training for April 27.
- Conducted a training for Port Ex Officio use of the Chambers.
- Continue to work through areas of City Hall that are in need to organizing and cleaning.
- Working on updating the Election Training guides for office and election officials.
- Continue to do outreach to youth for Youth Committee/Commissions. When working with one of the schools, a concern was presented related to background checks on volunteers/staff within the committee/commission. Worked with HR to confirm the initiation of background checks for employees and will work on a policy for staff that interact with youth on committees. Special thanks to Amber Chung for offering to talk to the TAAV students about the opportunity.
- Reformatted the budget document, added page numbers, created budget meeting outline.
- Researched property deeded back to the City from Bethel Conference of Churches. Will need to prepare an Ordinance accepting the property.
- Sitting in on the Comp Plan Working Group Meetings.
- Worked with the Police Department to update the Police Blotter Page Layout on the website and created a link on the City's Homepage for easier retrieval.
- Provided support to the Fire Department in their drafting of a Resolution for fire tower destruction.
- Readded all the contact information for each of the departments on the website to each of the main pages.
- Reviewed the City Clerk's Office budget detail and provided corrective actions to Finance.
- Archiving Permanent meeting documents, Ordinances, Resolutions, and Proclamations.
- Deputy Clerk attending ARMA Records Information Management Seminar Series.

Community Action Grant Committee	3 Vacancies
Community Parks and Recreation Committee	3 Vacancies
Finance Committee	2 Vacancies
Port Commission	4 Vacancies
Public Safety and Transportation Commission	1 Vacancies
Planning Commission	0 Vacancies
Public Works Committee	5 Vacancies
Board of Ethics	0 Vacancies

Clerk's Office (C.O.) Committee & Commission Document Tracking, Regular Meetings 2022

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Pub. Safety and Transportation 1st Wed.												
Agenda signed (email to C.O.)	x	x	x	x								
Agenda and Packet (website)	x	x	x	x								
Draft Minutes (email to C.O.)		x	x									
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Planning 2nd Thurs.												
Agenda signed (email to C.O.)	x	x	x	x								
Agenda and Packet (website)	x	x	x	x								
Draft Minutes (email to C.O.)	x	x	x									
Signed Minutes (website)		x	x									
Signed Minutes (original to C.O.)												
Port 3rd Mon.												
Agenda signed (email to C.O.)												
Agenda and Packet (website)	x	x	x	x								
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Community Action Grant Quarterly												
Agenda signed (email to C.O.)	March			June			Sept.			Nov.		
Agenda and Packet (website)		x	x									
Draft Minutes (email to C.O.)		x										
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Community Parks and Recreation 2nd Mon.												
Agenda signed (email to C.O.)	x		x									
Agenda and Packet (website)	x	x	x	x								
Draft Minutes (email to C.O.)	x											
Signed Minutes (website)	x											
Signed Minutes (original to C.O.)	x											
Public Works 3rd Wed.												
Agenda signed (email to C.O.)			x									
Agenda and Packet (website)	x	x	x	x								
Draft Minutes (email to C.O.)		x										
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Finance 4th Mon.												
Agenda signed (email to C.O.)	x	x	x	x								
Agenda and Packet (website)	x	x	x									
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												