

CITY OF BETHEL

City Council Meeting Agenda, January 22, 2019 – 6:30 PM

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

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

Council Members: Fred Watson, Mayor; Thor Williams, Vice-Mayor; Leif Albertson;
Mitchell Forbes; Perry Barr; Carole Jung-Jordan; Fritz Charles



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *1-8-2019 Regular City Council Meeting Minutes

7. REPORTS OF STANDING COMMITTEES

- 7.1. Agendas And Draft Meeting Minutes Of Committees-Commissions

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. Resolution 18-20: Adopting A Code Of Conduct For City Council (Council Member Barr)
- 9.2. Introduction Of Ordinance 18-22: Authorizing The Disposal Of Property (Vacant Building Formerly Known As The Police Annex And/Or The Bojangles Building) Pursuant To BMC 4.08.030(A) (City Manager Williams)
- 9.3. Public Hearing Of Budget Ordinance 18-12 (f) Amending the City of Bethel Fiscal Year 2019 Budget (City Manager Williams)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 19-01: Requiring City Property From Alaska Village Electric Cooperative, Identified As 1.12 Acres And 1.43 Acres Located At Plat 93-32, Lagoon Parcel Bethel Native Corporation ANCSA 14 (C) Survey, Situated Within A Portion Of Section 5, Township 8 North, Range 71 West, Seward Meridian, In Accordance With 4.08.020 (City Manager Williams)
- 10.2. *Introduction Of Ordinance 19-02: Approving A Subdivision Agreement Between Blue Sky Mke, Llc And The City Of Bethel (Planning Commission)

Posted January 16, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

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

- 10.3. *AM 19-12: Appointment And Re-Appointment Of Committee Members. Mark Tyler-Finance Committee. Beverly Hoffman-Parks And Recreation And Aquatic Health And Safety Committee. (Mayor Watson)
- 10.4. AM 19-13: Authorize The City Manager To Negotiate And Execute a Memorandum Of Understanding With Colorado State University For The Non-Exclusive Use Of A Portion Of The Dog Pound Facility (City Manager Williams)
- 10.5. AM 19-14 Directing Administration to Pursue Infrastructure Protection Funding from Alaska Village Safe Water (City Manager Williams)
- 10.6. AM 19-15 Direct Administration To Pursue Homeland Security Grant Funding To Assist The City In Preparedness Activities That Address Identified Gaps or Capability Targets Where A Connection To Terrorism Exists (City Manager Williams)
- 10.7. AM 19-16 Approving and Selecting Council Member's Travel to Juneau for AML Meeting and Lobbying (Mayor Watson)
- 10.8. AM 19-17: Direct City Administration To Prepare And Submit The Application For The 2019 Volunteer Fire Assistance Grant Through The State Of Alaska Division Of Forestry (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

- 13.1. In Accordance With AS 44.62.310(c)2: Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion – Quarterly Evaluation, City Attorney (Mayor Watson)

14. ADJOURNMENT

Posted January 16, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. 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 January 8, 2019 at 6:30 p.m., in the council chambers, Bethel, Alaska.

Mayor Watson 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 Carole Jung-Jordan Council Member Perry Barr Council Member Fritz Charles Council Member Mitchell Forbes Mayor Fred Watson Vice-Mayor Thor Williams
Members Absent:
Council Member Leif Albertson
Also In Attendance Were The Following:
City Manager Pete Williams, City Attorney Patty Burley, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

Gary Hanson-

Provided a summary of his issues with his water line freezing in City Subdivision.
Provided concerns for future projects that there is over site of the projects to help ensure there is accountability for the projects and future water/sewer development.
Provided support to the City's transit system.

Eileen Arnold-

Provided support to the City's transit system.
Invited the City Council Members to an event hosted by the Multi Disciplinary Team on Friday.

Kevin Tressler-

Provided support to the tax reimbursement presented for the National Rifle Association.

Mark Leary, representative of Bethel Search and Rescue-

Reminded the Council of the importance of the Kuskokwim Ice Road by establishing and maintaining safe access to the road from Bethel.

Susan Charles-

Provided support to the City's transit system.

Mary Nanuwak-

Supported the City Council's Code of Conduct Resolution and the continued operation of the City's transit system.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda

Moved by:	Mitchell Forbes
Seconded by:	Fritz Charles
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Removal from

Consent Agenda: New Business Item 1 and 2.

Moved by: Forbes

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *12-11-2018 Regular City Council Meeting Minutes
Passed on the Consent Agenda.

Item 6.2. - *12-17-2018 Special City Council Meeting Minutes
Passed on the Consent Agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Agendas and Draft Meeting Minutes of Committees-Commissions
Public Safety and Transportation Commission, Fritz Charles- A quorum was not established, a meeting was not held.

Planning Commission, Thor Williams- A meeting will be held on Thursday; Bluesky Subdivision and the appeal of gun and ammunition sales in a residential neighborhood will be discussed.

Public Works Committee, Carole Jung-Jordan- A meeting was not held do to a lack of a quorum.

Finance Committee, Perry Barr- A quorum of the body has not been established a meeting as not held.

Parks Recreation Aquatic Health and Safety Center Committee, Mitchell Forbes- A meeting will be held next Monday.

Port Commission, Fred Watson - A meeting has not been held due to a lack of a quorum.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Resolution 18-20: Adopting a Code of Conduct for City Council (Council Member Barr)

A motion to adopt Resolution 18-20 was made at the December 11, 2018 City Council Meeting by Council Member Barr and seconded by Council Member Albertson.

Main Motion: Postpone

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson
Opposed:	Carole Jung-Jordan, Thor Williams
	Motion carries

10. NEW BUSINESS

Item 10.1. - *Introduction of Budget Ordinance 18-12 (f) Amending the City of Bethel Fiscal Year 2019 Budget (City Manager Williams)

Main Motion: Introduce Budget Ordinance 18-12(f).

Moved by:	Mitchell Forbes
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Fred Watson, Thor Williams, Mitchell Forbes
Opposed:	None
	Motion carries

Primary Amendment: Amend to strike 01-10100 from decreases from budget modification part b and c and insert the decrease to come from 10-53-501 totaling \$70,000.

Moved by:	Thor Williams
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	Mitchell Forbes
	Motion carries

Item 10.2. - *Resolution 19-01 Approving a Subdivision Agreement Between Blue Sky MKE, LLC and the City of Bethel (Planning Commission)

Main Motion: Postpone indefinitely Resolution 19-01.

Moved by:	Fritz Charles
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Item 10.3. - *AM 19-01: Appointment of Richard Garcia to the Public Safety and Transportation Commission as a Regular Member for a Term of Three Years (Mayor Watson)

Passed on the Consent Agenda.

Item 10.4. - AM 19-02 Approving the 2019 Regular City Council Meeting Dates (Mayor Watson)

Main Motion: Approve AM 19-02.

Moved by:	Perry Barr
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Primary Amendment: Amend to strike 3 and insert 10.

Moved by:	Thor Williams
Seconded by:	Fritz Charles
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Item 10.5. - AM 19-03 Authorizing the City Manager to Negotiate and Execute a Contract for Boiler Installation at Public Works Shop (City Manager Williams)

Main Motion: Approve AM 19-03.

Moved by:	Mitchell Forbes
Seconded by:	Fritz Charles
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Item 10.6. - * AM 19-04: Confirming the Reappointment of Alex Wasierski to the Planning Commission for a Term of Three Years (Mayor Watson)

Passed on the Consent Agenda.

Item 10.7. - AM 19-05: Directing Administration to prepare and submit a FY 2020 Community Transportation Grant Application to Fund the Operation of the Bethel Transit System with \$86,580 from the City's FY 2020 Budget as Local Match (Council Member Charles)

Main Motion: Approve AM 19-05

Moved by:	Fritz Charles
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	Mitchell Forbes
	Motion carries

Item 10.8. - AM 19-06 Authorizing the Reimbursement of Sales Tax Remitted by National Rifle Association for their Annual Banquet in Accordance with the Special Events Exemptions (Vice-Mayor Williams)

Main Motion: Approve AM 19-06

Moved by:	Thor Williams
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	Mitchell Forbes
	Motion carries.

Item 10.9. - AM 19-07 Authorizing the City Manager to Negotiate and Execute a Purchase Agreement with Kenworth Alaska, Inc for the Purchase of Six Water Trucks (City Manager Williams)

Main Motion: Approve AM 19-07

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson
Opposed:	Thor Williams
	Motion carries

Item 10.10. - AM 19-08 Authorizing the City Manager to Negotiate and Execute a Purchase Agreement with Totem Equipment and Supply for the Purchase of a Steamer (City Manager Williams)

Main Motion: Approve AM 19-08

Moved by:	Thor Williams
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Item 10.11. - AM 19-09 Direct Administration to Acquire Estimates and Prepare a Budget modification to Seek Preventative Maintenance for the Studio Room Floor at the YK Fitness Center (PRAHSC Committee)

Main Motion: Approve AM 19-09

Moved by:	Mitchell Forbes
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Primary Amendment: Strike the action line and to Direct the City Attorney to review the contract and present the contractor with any legal obligations they have to maintain the floor and to direct administration to inform the contractor to maintain the building.

Moved by:	Thor Williams
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Secondary Amendment: Amend to maintain the original action as well as the legal issues.

Moved by:	Mitchell Forbes
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes
Opposed:	Fred Watson, Thor Williams
	Motion carries

Item 10.12. - AM 19-10 Direct Administration to Seek Grant Funds for Pink's Park Improvements (PRAHSC Committee)

Main Motion: Approve AM 19-10

Moved by:	Mitchell Forbes
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Item 10.13. - AM 19-11 Direct Administration to Explore Funding Options for Feasibility, Planning, and Design for "Phase II" at the YK Fitness Center (PRAHSC Committee)

Main Motion: Approve AM 19-11

Moved by:	Mitchell Forbes
Seconded by:	Fritz Charles
In favor:	Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson
Opposed:	Carole Jung-Jordan, Thor Williams
	Motion carries

Item 10.14. - *IM 19-01 Presentation of the City's Water and Sewer Services Expenditures Compared to Budget from July 1, 2018- December 31, 2018- Utilities Maintenance- Water and Wastewater Activity Report (City Manager Williams)
Passed on the Consent Agenda.

Item 10.15. - *Personal Leave Request for the City Attorney December 31, 2018 (Mayor Watson)
Passed on the Consent Agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item - Mayor's Report January 8, 2019

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Fred Watson –
Thanked Mark Leary for speaking to the Council. Hoped that everyone is being safe on the river.

Vice-Mayor Thor Williams–
Happy Slaviq.
Stated concerns for the amount of work Search and Rescue is facing due to the alcohol in the community.
Planning Commission meeting on Thursday to talk about the marijuana shop.
It is going to be getting cold, encouraged people to stay safe.

Council Member Mitchell Forbes–
Happy Slaviq
It is the flu season, be safe, wash your hands and get your flu shot.

Council Member Parry Barr–
Thanked the City staff for their hard work.
Encouraged members of the public to join the Finance Committee.
Bethel Search and Rescue came in and announced the need to be good neighbors, stated support for this endeavor.

Council Member Carole Jordan–
Thanked the people who came to speak under people to be heard. Supports the idea to help provide safe access to the ice road. Wanted to remind the cab industry to use their turn signals.

Council Member Fritz T. Charles–
Thanked all the city staff for their hard work.
Brought up concerns that there are many vehicles driving on the road with one headlight.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjourn

Moved by:	Mitchell Forbes
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
	Motion carries

Council adjourned the meeting at 9:52 p.m.

Fred Watson, Vice-Mayor

ATTEST:

Lori Strickler, City Clerk



Planning Commission Meeting Agenda
Regular Scheduled Meeting Thursday, January 10, 2019– 6:30PM
CITY HALL COUNCIL CHAMBERS 300 CHIEF EDDIE HOFFMAN HIGHWAY

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2019

Alex Wasierski
Commission Member
Term Expires 12/2018

Shadi Rabi
Commission Member
Term Expires 12/2019

Scott Campbell
Commission Member
Term Expires 1/2020

Thor Williams
Council Representative
Term Expires 10/2019

Betsy Jumper
Ex-Officio Member

Pauline Boratko
Recorder

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (5 Minute Limit)
- IV. APPROVAL OF THE AGENDA:
- V. APPROVAL OF THE MINUTES:
 - A. No meeting due to lack of quorum- November 8, 2018
 - B. Regular Scheduled Meeting- December 13, 2018
- VI. NEW BUSINESS:
 - A. PUBLIC HEARING FOR CONDITIONAL USE PERMIT: Notice is hereby given that on October 4, 2018, the City of Bethel Planning Office received an application for a Conditional Use Permit to open a retail marijuana store. The legal description is United States Survey 3230, lots 10 and 11, block 11. The physical address is 660 3rd Avenue Suite B. (ACTION ITEM)
 - B. George Young- Appeal to Firearms and Ammunition Sales at 9130 Ptarmigan-Tundra Ridge Subdivision.
- VII. PLANNER'S REPORT
- VIII. SPECIAL ORDER OF BUSINESS
- IX. COMMISSIONER'S COMMENTS
- X. ADJOURNMENT

RESOLUTION
Bethel Planning Commission
Resolution No. 2019 – 01

A RESOLUTION OF THE PLANNING COMMISSION APPROVING THE CONDITIONAL USE PERMIT APPLICATION BY ALASKA BUDS FOR RETAIL MARIJUANA STORE LOCATED AT 660 3RD AVENUE SUITE B, IN BETHEL, ALASKA, UNITED STATES SURVEY 3230, LOTS 10 & 11, BLOCK 11 IN THE BETHEL RECORDING DISTRICT.

WHEREAS, Bethel Municipal Code (BMC) Section 18.36.030 states that any use which includes marijuana retail sales is permitted only by a Conditional Use Permit; and

WHEREAS, Alaska Buds, has submitted a Conditional Use Permit Application for the purpose of opening a retail marijuana store; and

WHEREAS, the Planner for the City of Bethel has reviewed and wrote findings of fact and recommendations for the Conditional Use Permit application and determined that it conforms to the requirements pursuant to BMC 18.60 (Conditional Use Permit Standards and Procedures) and 16.04 (Planning, Land Use, Platting, and Site Development), and

NOW THEREFORE BE IT RESOLVED that the **PLANNING COMMISSION** has reviewed the Conditional Use application and staff's findings and has determined that it conforms to the requirements pursuant to BMC 18.60 and BMC 16.04, and hereby approves the permit with the following conditions:

1. Parking be increased, well-marked, and well lit.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 10th day of January 2019 by the City of Bethel City Planning Commission Action:

Vote: In Favor: 4 Opposed: 1 Abstained: 0

ATTEST: _____

Kathy Hanson, Chair
City of Bethel Planning Commission

Pauline Boratko, Recorder

Bethel Recording District:

After recording please return to: City of Bethel, Planning Department, P.O. Box 1388, Bethel, Alaska, 99559

City of Bethel, Alaska

Planning Commission

January 10, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on January 10, 2019 at the Bethel City Hall, Council Chambers in Bethel, Alaska. The Chair of the Commission Kathy Hanson called the meeting to order at 6:30 PM.

II. ROLL CALL:

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

Excused Absence: Shadi Rabi and Scott Campbell

Also Present: Betsy Jumper, City Planner; Pauline Boratko, Recorder; Patty Burley, City Attorney, Nick Miller, Alaska Buds Applicant; George Young, Tundra Ridge Gun Sale Opposition.

III. PEOPLE TO BE HEARD:

IV. APPROVAL OF THE AGENDA:

MOVED:	Lorin Bradbury	Motion the approve the agenda
SECONDED:	Alex Wasiersk	
VOTE ON MOTION	Unanimous	

V. APPROVAL OF THE MINUTES:

MOVED:	Lorin Bradbury	Motion to approve there was no meeting due to lack of quorum on November 8, 2018
SECONDED:	Alex Wasierski	
VOTE ON MOTION	Unanimous	

MOVED:	John Guinn	Motion to approve the December 13, 2018 meeting minutes with the acceptance of identifying who voted yes and no on item A of New business
SECONDED:	Alex Wasierski	
VOTE ON MOTION	Unanimous	

VI. NEW BUSINESS:

- A. PUBLIC HEARING FOR CONDITIONAL USE PERMIT: Notice is hereby given that on October 4, 2018, the City of Bethel Planning Office received an application for a Conditional Use Permit to open a retail marijuana store. The legal description is United States Survey 3230, lots 10 and 11, block 11. The physical address is 660 3rd Avenue Suite B. (ACTION ITEM)

Chair Hanson opened the Public Hearing.

Planner Betsy Jumper went over her facts and findings of the Conditional Use Permit for Alaska Buds Marijuana Retail Store.

The members of the Planning Commission then questioned the Planner, and then they questioned applicant Nick Miller.

People wishing to be heard were:

- Bruce Claypool -- spoke in opposition to the retail store.
- Mark Springer – stated the Marijuana Control Board has strict guidelines.
- Danielle Craven – spoke in opposition.
- Sharon Chakunchin – spoke in opposition.
- Ronda Phillips – spoke in opposition.
- Tad Lindely – spoke in opposition.
- Perry Barr – spoke in opposition.
- Wesley Russell – spoke in opposition.
- Bonnie Bradbury – wrote comment in opposition.

The Planning Commission deliberated.

MOVED:	Alex Wasierski	Motion to approve the Conditional Use Permit to open a retail marijuana store at 660 3 rd Avenue Suite B with stipulation around parking and lighting increase.
SECONDED:	Thor Williams	
VOTE ON MOTION	4 yes- Wasierski, Williams, Guinn, Hanson 1 no- Bradbury; motion passes	

Chair Hanson closed the Public Hearing.

B. George Young- Appeal to Firearms and Ammunition Sales at 9130 Ptarmigan-Tundra Ridge Subdivision.

MOVED:	Lorin Bradbury	Motion to overturn the denial letter wrote by the City Planner.
SECONDED:	Thor Williams	
VOTE ON MOTION	Unanimous	

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

VIII. SPECIAL ORDER OF BUSINESS:

IX. COMMISSIONER'S COMMENTS:

- A. Wasierski- no comment.
L. Bradbury- tough meeting.
K. Hanson- very helpful to have Thor here.
J. Guinn- no comment.
T. Williams- glad to be here.

X. ADJOURNMENT:

MOVED:	Lorin Bradbury	Motion to adjourn the meeting.
SECONDED:	Alex Wasierski	
VOTE ON MOTION	Unanimous	

With no further business the meeting adjourned at 8:21 pm
APPROVED THIS ____ DAY OF _____, 2019

ATTEST: Pauline Boratko, Recorder

Kathy Hanson, Chair

City of Bethel, Alaska

Public Safety & Transportation Commission

January 2, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was NOT held on January 2nd, 2019 in the Bethel City Hall Council Chambers.

The meeting was not called to order and was cancelled in advance due to not having enough members to establish a quorum.

APPROVED THIS _____ DAY OF _____, 2019.

Jesslyn McGowan, Recorder

Jared Karr, Chair

Introduced by: Council Member Barr
Date: December 11, 2018
January 8, 2019
January 22, 2019
Action:
Vote:

CITY OF BETHEL

Resolution # 18-20

A RESOLUTION BY THE BETHEL CITY COUNCIL ADOPTING A CODE OF CONDUCT FOR MEMBERS OF THE BETHEL CITY COUNCIL

WHEREAS, the City Council, of the City of Bethel, Alaska deems it advisable to adopt a Code of Conduct for Members of the City Council;

WHEREAS, the citizens and businesses of Bethel are entitled to have council members who treat one another, city staff, constituents and others with respect;

WHEREAS, the Code of Conduct requires a commitment to uphold a standard of integrity beyond that required by law;

NOW, THEREFORE, BE IT RESOLVED: the City of Bethel City Council hereby establishes the following City Council Code of Conduct. Any amendment thereto must be done by Resolution.

City of Bethel Code of Conduct for Elected Officials

It is the policy of the City of Bethel to uphold, promote, and demand the highest standards of ethics from its elected officials. Accordingly, members of the Council shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their City position or authority improperly or for personal gain. The City of Bethel and its elected officials share a commitment to ethical conduct and service to the City of Bethel. This Code of Conduct has been created to ensure that all officials have clear guidelines for carrying out their responsibilities in their relationships with each other, with the City staff, with the citizens of Bethel, and with all other private and governmental entities.

TYPE OF GOVERNMENT

The City of Bethel municipal government operates under a council-manager form of government. Under this form of government, the Council provides legislative direction through the adoption of ordinances, resolutions and general direction to Administration by a majority vote of the Council. The City Manager serves as the City's chief administrative officer and is responsible for directing the day-to-day operations of the City.

Introduced by: Council Member Barr
Date: December 11, 2018
January 8, 2019
January 22, 2019
Action:
Vote:

CITY COUNCIL MEMBER'S ROLE

All seven council members have equal votes. No one council member has more power than any other council member does either during or outside of a meeting. A majority vote of four is required for every council action.

All Council members should:

- Fully participate in City Council, their assigned committee meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- Prepare in advance of meetings and be familiar with issues on the agenda.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Inspire public confidence in Bethel's government.

Mayor

- The mayor is the ceremonial head of the City and shall preside at meetings of the council, sign all ordinances and resolutions passed by the Council and execute deeds and other documents on behalf of the City when authorized by the majority of the Council.
- The mayor may vote on all matters unless there is a conflict of interest.
- In a council-manager form of government, the Mayor has the same rights and duties outside of a council meeting as every other council member except the Mayor has the right to call special city council meetings.

Vice-Mayor

- Elected by the City Council
- The vice-mayor shall have the powers and perform the duties of the mayor during the mayor's absence from the City or the temporary disability of the mayor.
- The vice-mayor may vote on all matters unless there is a conflict of interest.

COUNCIL CONDUCT WITH ONE ANOTHER

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In doing so, certain types of conduct are beneficial while others are destructive. The Council has the responsibility to treat each other with respect and dignity.

In Public Meetings

Practice civility, professionalism and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of

Introduced by: Council Member Barr
Date: December 11, 2018
January 8, 2019
January 22, 2019
Action:
Vote:

ideas and information are legitimate elements of a free democracy in action. This does not allow, however, council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. Council members should conduct themselves in a professional manner at all times.

Honor the role of the Mayor in maintaining order

It is the responsibility of the Mayor to keep the comments of Council members on track during public meetings. Council members should honor efforts by the Mayor to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

Be punctual and keep comments relative to topics discussed

Council members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that council members be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discuss scheduled issues.

In Private Encounters

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations between other council members, staff and the public.

Be aware of the insecurity of written notes, voicemail messages, and e-mail

Technology allows words written or said without much forethought to be distributed wide and far. Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

Council Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set laws and pass budgets, and City staff, who implement and administer those laws within the budget set. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected.

Contact with City Staff

City of Bethel, Alaska

Resolution #18-20
3 of 8

Introduced by: Council Member Barr
Date: December 11, 2018
January 8, 2019
January 22, 2019
Action:
Vote:

Questions and/or requests for additional background information should be directed to the City Manager, City Attorney, City Clerk or Department Heads. Council members do not have the authority to direct operations of the City outside of a public meeting and by a majority vote. Council members may also not get involved in personnel issues outside of the three contracted employees. Pursuant to AS 29.20.500, the management of personnel is the responsibility of the City Manager.

Council members should be cognizant that the council only has three employees: the City Manager, the City Attorney and the City Clerk. Direction to City staff should be done by request to the City Manager. Direction to the Council employees is a council action and requires a majority vote. No one council member has the authority to direct a council staff person to act on any matter. Qualified immunity laws protect City Council actions as a body, not as an individual. Insurance coverage by the City's carrier is dependent on these laws and will depend on the City Council member adhering to the majority rule.

Council members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

There may be times when city staff go to council members to complain about administrative functions before the issue is brought to their supervisor. While it is within the right of the staff and council to have this discussion, the employee should be reminded of the importance of the chain of command and encouraged to bring the issue up with their supervisor as well. It is additionally productive for council members to then inform the city manager of the complaint/issue to ensure the issue is timely addressed. If the issue is a personnel matter involving an employee inside the collective bargaining agreement, per Alaska and federal collective bargaining laws, the council member should direct the employee to their Union. Council members must be very careful about getting involved with personnel matters as there are significant legal liabilities if the lines are crossed. Because the management of personnel falls by statute to the city manager, council members who get involved in personnel matters risk not being covered by qualified immunity and the City's insurance policies.

Never publicly criticize an individual employee

Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

Introduced by: Council Member Barr
Date: December 11, 2018
January 8, 2019
January 22, 2019
Action:
Vote:

Council Conduct with the Public

In public meetings.

Making the public feel welcome is an important part of the democratic process. Body language and facial expressions are often carefully watched by the public. No signs of partiality, prejudice or disrespect should be evident on the part of individual Council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony. A pattern of turning away, laughing, ignoring or talking to the person next to you when a particular member of the public is before the council shows disrespect and presents a poor image of impartiality and respect towards the public process.

No speaker will be turned away unless they exhibit inappropriate behavior. Each speaker may only speak once during people to be heard or a public hearing unless the Council approves otherwise by a suspension of the rules which must pass by a 2/3rds vote.

Council members should also avoid getting into a debate or detailed discussion with the public during people to be heard or a public hearing.

No personal attacks of any kind, under any circumstance

Council members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

In unofficial settings

Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific.

Council Conduct with Other Public Agencies

Be clear about representing the City or personal interests

If a Councilmember appears before another agency or organization to give a statement on an issue, the Council member must clearly state:

- 1) if the statement reflects personal opinion or is the official stance of the City;
- 2) whether this is the majority or minority opinion of the Council. Even if the Council member is representing his or her own personal opinions, remember that this still may reflect upon the City as an organization.

If the Council member is representing the City, the council member must support and advocate the official City position on an issue, not a personal viewpoint.

Introduced by: Council Member Barr
Date: December 11, 2018
January 8, 2019
January 22, 2019
Action:
Vote:

If the Council member is representing another organization whose position is different from the City, the Council member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council members should be clear about which organizations they represent and inform the Council of their involvement. Correspondence also should be equally clear about representation.

City letterhead may be used when the Council member is representing the City and the City's official position. A copy of official correspondence must be given to the city clerk to be distributed to the other council members and filed as a public record.

Letterhead may not be used for correspondence of council members representing a personal point of view, or a dissenting point of view from an official council position.

Council Conduct with Committees and Commissions

The City has established several committees and commissions as a means of gathering more community input. Citizens who serve on committees and commissions become more involved in government and serve as advisors to the city council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

City Council Representative seated on Committees and Commissions

City council members act as the conduit between the city council and the City's boards. Each committee and commission will have one member of council assigned as a voting member. This council member will communicate the committees/commission actions to the Council and the Council's actions to the committee/commission. If the committee/commission presents an action to the Council, the council representative will present the item on behalf of the committee/commission. If the council member does not agree with the presented action, they must still fully explain the committee/commission's position on the issue and may then present their own viewpoints after clearly acknowledging they are not representing the committee/commission.

Boards and Commissions serve the community, not individual Council members

The City Council appoints individuals to serve on committees and commission, and it is the responsibility of these bodies to follow policy established by the Council. However committee and commission members do not report to individual Council members. If a council member would like a committee/commission to review an issue, the direction should be brought before the city council and a motion to refer to a

Introduced by: Council Member Barr
Date: December 11, 2018
January 8, 2019
January 22, 2019
Action:
Vote:

committee/commission made and approved by a majority of the body.

Council Conduct with the Media

Council members may be contacted by the media for background and quotes. The best advice for dealing with the media is to never go "off the record." While most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word, just one bad experience can be catastrophic. Words that are not said cannot be quoted. If an individual council member is contacted by the media, the member should be clear about whether their comments represent the official City position or a personal viewpoint.

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Sanctions

Public Disruption

When a member of the public does not follow proper conduct, the appropriate response is to request the Mayor find them out of order. Only the mayor has the authority to find a speaker out of order and only the mayor may issue warnings or impose sanctions such as removal from the Council Chambers.

Inappropriate Staff Behavior

If a Council member has a situation with a city staff member not following proper conduct, the council member shall refer the matter to the city manager. These employees may be disciplined in accordance with standard City procedures for such actions. A report of the action taken will not be provided in keeping with employment laws.

Inappropriate behavior of contract employees should be brought to the attention of the employee then before the full Council during an Executive Session.

Inappropriate Council Members Behavior

If a council member is observed acting outside the standards of this Code of Conduct, the process outlined in Chapter 2.06 of the Bethel Municipal Code shall commence.

ENACTED THIS ___ DAY OF DECEMBER 2018 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Introduced by: Council Member Barr
Date: December 11, 2018
January 8, 2019
January 22, 2019
Action:
Vote:

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager Williams
Introduction Date August 28, 2018
September 11, 2018
October 9, 2018
November 27, 2018
January 22, 2019
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #18-22

AN ORDINANCE AUTHORIZING THE DISPOSAL OF PROPERTY (VACANT BUILDING FORMERLY KNOWN AS THE POLICE ANNEX AND/OR THE BOJANGLES BUILDING) PURSUANT TO BMC 4.08.030(A)

WHEREAS, the City of Bethel owns a parcel of land situated on Lot 1A, Block 5 of Plat 97-21, City of Bethel, State of Alaska;

WHEREAS, the land contains a building which is currently known as the 'Old Police Annex' and at one point may have been known as the 'Old Bojangles Building';

WHEREAS, the building has not been used for years after the Fire Marshall required it be shut down due to safety issues;

WHEREAS, the building suffers from significant structural issues and poses a significant safety hazard;

WHEREAS, each day which the building sits empty creates the potential for someone to break into the building and get injured, resulting in a lawsuit against the City;

WHEREAS, given the significant structural damage to the building, the fact the building is estimated to be more than 30 years old, and it would cost more to repair the building than to put up a new one, the wisest thing the City can do at this point is demolish the building;

WHEREAS, City staff have the equipment, training and ability to do the demolition work themselves, saving the City the cost of hiring a contractor;

NOW, BE IT ORDAINED, the City Council authorizes the disposal of the above property via demolition.

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030(A) Property No Longer Necessary for Municipal Purposes.

Introduced by: City Manager Williams
Introduction Date August 28, 2018
September 11, 2018
October 9, 2018
November 27, 2018
January 22, 2019
Public Hearing:
Action:
Vote:

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

**ENACTED THIS _____ DAY OF NOVEMBER 2018, BY A VOTE OF _ IN FAVOR
AND _____ OPPOSED.**

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

ORDINANCE # 18-12 (f)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2018 Budget

Be it Enacted by the Bethel City Council that the FY 2018 Annual Budget be amended as follows:

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City

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

- WHEREAS,** the Finance Director position has been vacant for over six (6) months and has received no qualified applicants to date;
- WHEREAS,** the municipalities of Kodiak, Kenaitze Indian Tribe, and Juneau have also been searching for a Finance Director for at least the same period of time and some for longer with no success;
- WHEREAS,** the City of Bethel has advertised both locally and broadly, as have the other communities by utilizing websites (e.g., Monster, Indeed);
- WHEREAS,** Juneau spent a great deal of money to advertise for three weeks in the Anchorage Daily News— to no avail;
- WHEREAS,** Kodiak is offering between \$85,000 and \$128,000 and Juneau is paying between \$114,000 and \$135,000;
- WHEREAS,** commissioned by the State of Alaska, the McDowell Group conducted the most recent cost of living study;
- WHEREAS,** in 2008, relative to living in Anchorage, it cost 11% more to live in Juneau, 12% more to live in Kodiak, and 53% more to live in Bethel;
- WHEREAS,** according to an Alaska Municipal League (AML) salary survey, the salary range for a Finance Director in Anchorage 2018 was between \$86,000 and \$138,000;
- WHEREAS,** to be competitive, the City of Bethel should add a 53% Cost of Living Allowance, and offer a range of \$132,000 to \$211,000;
- WHEREAS,** given the extreme turnover in Finance Department personnel and the number of issues experienced by Finance in the last six years (e.g., late audits and audit findings), it is clear that City needs to change the way it hires Finance personnel;
- WHEREAS,** the City's Human Resources Manager has reached out to a professional executive search office to determine if they can help and they have responded favorably;

- WHEREAS,** utilizing a professional head hunter in such a competitive business would be a major change for the City because it would ensure a more defined targeted search;
- WHEREAS,** in addition, raising the Director salary offering to a more competitive range will help attract individuals with the proper training and experience to meet the significant and complex needs of the City;
- WHEREAS,** while costly, professional hiring services do include background checks, significant candidate reviews, and a guarantee that if the hiree does not work out in the first 90 days, the company will perform the search again at no cost to the City;
- WHEREAS,** these same services can be used for the General Ledger Accountant position too, as this is another key position that has seen huge turnover;
- WHEREAS,** the General Ledger Accountant position is critical for timely and accurate budget information, critical checks and balances, and proper accounting;
- WHEREAS,** the City has recently seen how the hiring of more highly trained individuals positively impacts the output provided for audits, budgets and other key services;
- WHEREAS,** outsourcing is expensive and the money is better spent building a stronger staff base that can continue to grow and train entry level positions;
- WHEREAS,** given the history of the Finance Department over the last at least six (6) years, it is time to decide whether the City desires to continue to pay below average wages, and thus accept below average applicants and below average results or whether the City is ready to pay a competitive salary in order to obtain individuals with the education and training needed to manage the City's finances.

FINANCE DEPARTMENT

Budget modification (a)

Account #	Increases	Amount
10-53-501	SALARY - FINANCE DIRECTOR	\$27,000
10-53-642	Professional Services - Executive Search Co. Fee	\$42,200
10-53-520	Relocation Expenses	\$10,000
	Total Increases	\$79,200
	Decreases	
01-10100	Cash in Combined Fund/Central Treasury	\$79,200
	Total Decreases	\$79,200
TOTAL	Net Change to Finance Department	

- WHEREAS,** The Finance Department is short staffed by two positions;
- WHEREAS,** Carmen Jackson, CPA has been providing General Ledger/Audit Support;
- WHEREAS,** Carmen Jackson, CPA has completed their Audit Work for the FY18 Audit;
- WHEREAS,** We would like to continue to use their services on an as needed basis for interm staffing;
- WHEREAS,** We expect to need an additonal \$30,000 to pay for services.

FINANCE DEPARTMENT

Budget modification (b)

Account #	Increases	Amount
10-53-649	Professional Fees-CPA Services	\$30,000
	Decreases	
01-10100	Cash in Combined Fund/Central Treasury	\$30,000
10-53-501	Finance Department Salary	\$30,000
	Total Decreases	\$30,000
TOTAL	Net Change to Finance Department	

WHEREAS, The Contracted Finance Director-Espelin & Associates has been working with the Auditors on the FY18 Audit and reviewing the Finance Departments work;

WHEREAS, The Auditors will be back in January for 5 days to complete audit prep work;

WHEREAS, We will need the Services of the Contracted Finance Director to help produce the FY20 Budget;

WHEREAS, We are unsure what work will be able to be done remotely versus onsite.

FINANCE DEPARTMENT

Budget modification (c)

Account #	Increases	Amount
10-53-669	Other Purchased Services-Espelin & Assoc./Contracted Finance Dir	\$40,000
	Total Increases	\$40,000
	Decreases	
10-53-501	Finance Department Salary	40,000
01-10100	Cash in Combined Fund/Central Treasury	\$40,000
	Total Decreases	\$40,000
TOTAL	Net Change to Finance Department	

PASSED AND APPROVED THIS ___ DAY OF JANUARY 2019 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Fred Watson, Mayor

Lori Strickler, City Clerk

Suggested Amendment From Administration

FINANCE DEPARTMENT

Budget modification (a)

Account #	Increases	Amount
10-53-501	Salary-Finance Director	27,000.00
10-53-503	Vacation/Sick Leave	8,770.00
10-53-511	Medicare	1,018.00
10-53-518	PERS	15,435.00
10-53-520	Relocation Expenses	10,000.00
10-53-642	Professional Services-Executive Search Co. Fee	42,200.00
	Total Increases	104,423.00
	Decreases	
10-53-501	Salaries	(104,423.00)
01-10100	Cash in Combined Fund/Central Treasury	\$79,200
	Total Decreases	(104,423.00)
GF Revenue TOTAL	Net Change to General Fund Appropriations	0.00

FINANCE DEPARTMENT

Budget modification (b)

Account #	Increases	Amount
10-53-649	Professional Fees-CPA Services	30,000
	Total Increases	30,000
	Decreases	
10-53-518	PERS	(30,000)
01-10100	Cash in Combined Fund/Central Treasury	\$30,000
	Total Decreases	(30,000)
TOTAL	Net Change to General Fund Appropriations	0

Account #	Increases	Amount
10-53-669	Other Purchased Services-Espelin & Assoc./Contracted Finance Director	40,000
	Total Increases	40,000
	Decreases	
01-10100	Cash in Combined Fund/Central Treasury	\$40,000
10-53-501	Salaries	(13,000)
10-53-518	PERS	(27,000)
	Total Decreases	(40,000)
TOTAL	Net Change to General Fund Appropriations	0

Introduced by: City Manager Williams
Date: January 22, 2019
Public Hearing: February 12, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #19-01

AN ORDINANCE BY THE BETHEL CITY COUNCIL REAQUIRING CITY PROPERTY FROM ALASKA VILLAGE ELECTRIC COOPERATIVE, IDENTIFIED AS 1.12 ACRES AND 1.43 ACRES LOCATED AT PLAT 93-32, LAGOON PARCEL BETHEL NATIVE CORPORATION ANCSA 14(c) SURVEY, SITUATED WITHIN A PORTION OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 71 WEST, SEWARD MERIDIAN, IN ACCORDANCE WITH 4.08.020

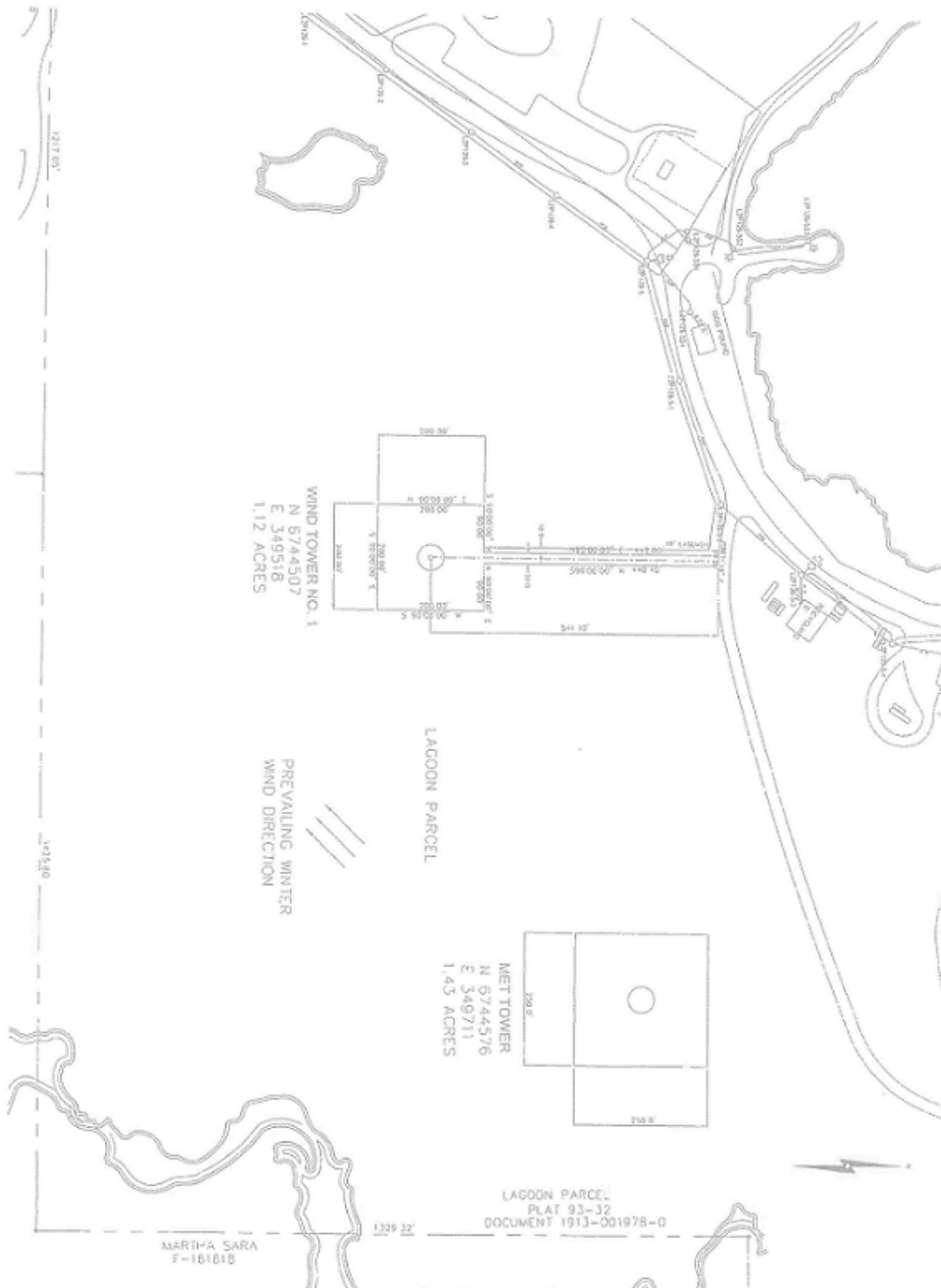
WHEREAS, in accordance with BMC 4.08.030 the City Council disposed of the undeveloped real property to Alaska Village Electric Cooperative (AVEC) on August 25 and September 11, 2015, the disposals were authorized by the council through Ordinances 15-25 and 15-26;

WHEREAS, the initial intent for the disposal was for AVEC to test the feasibility of a wind tower by placing a met tower (Ordinance 15-25) and if the results were successful, later placing a wind tower nearby (Ordinance 15-26);

WHEREAS, after testing, the sites did not prove feasible for a wind tower;

WHEREAS, no improvements were made on either of the leased properties and, per the lease terms, AVEC desires to return both parcels in the same condition as each was initially transferred;

Introduced by: City Manager Williams
Date: January 22, 2019
Public Hearing: February 12, 2019
Action:
Vote:



Introduced by: City Manager Williams
Date: January 22, 2019
Public Hearing: February 12, 2019
Action:
Vote:

NOW, THEREFORE BE IT ORDAINED, the City Council hereby reacquires from Alaska Village Electric Cooperative, two parcels of land owned by the City, 1.12 acres and 1.43 acres of undeveloped land, located at Plat 93-32, Lagoon Parcel Bethel Native Corporation ANCSA 14(c) Survey, situated within a portion of Section 5, Township 8 North, Range 71 West, Seward Meridian, located in the Bethel Recording District, Fourth Judicial District at Bethel, Alaska..

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

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

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS 12 DAY OF FEBRUARY 2019, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Planning Commission
Introduction Date: January 22, 2019
Public Hearing Date: February 12, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 19-02

AN ORDINANCE BY THE BETHEL CITY COUNCIL APPROVING A SUBDIVISION AGREEMENT BETWEEN BLUE SKY MKE, LLC AND THE CITY OF BETHEL

WHEREAS, Bethel Municipal Code Section 17.04.067 authorizes the City of Bethel to enter into a Subdivision Agreement with a potential developer;

WHEREAS, Subdivision Agreements are beneficial to both the City and the subdivider;

WHEREAS; for a subdivider, a Subdivision Agreement provides assurances that so long as the subdivider follows existing standards and requirements of both the Code and the Agreement, the subdivider will be able to proceed without being subject to change orders by the City and with the assurance of a final plat;

WHEREAS, for the City, a Subdivision Agreement, provides a clear roadmap of the expectations for the subdivider, giving the City time to prepare and focus its resources during the development process;

WHEREAS, the Planning Commission reviewed the proposed Subdivision Agreement on December 13, 2018 along with all supporting documentation;

WHEREAS, the Planning Commission has been involved in this matter for over a year now and has heard extensive public testimony on the matter;

WHEREAS, after careful deliberation, the Planning Commission voted 5-1 in favor of recommending that the City Council approve the Blue Sky Subdivision Agreement provided the condition that all dedicated open spaces be useable be inserted into the Agreement; and

WHEREAS, that condition has been added;

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.

Introduced by: Planning Commission
Introduction Date: January 22, 2019
Public Hearing Date: February 12, 2019
Action:
Vote:

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 17.04.067, the City Council approves the terms of the Subdivision Agreement contained within between the City of Bethel and Blue Sky MKE, LLC.

SUBDIVISION AGREEMENT

Subdivision: Blue Sky Subdivision,

The City of Bethel (hereinafter the City) a municipal corporation, and Blue Sky MKE, LLC (hereinafter Developer) enter into the following agreement this _____ day of February, 2019.

Blue Sky MKE, LLC, owner of Blue Sky Subdivision, executes this Agreement. It is understood that the person who executes the Agreement on behalf of the Developer does so in the capacity of an authorized member and warrants that he has the authority to execute this Agreement on behalf of the Developer. The parties to this Agreement shall accept notices at the following addresses:

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

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

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

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

Containing 22.38 Acres (more or less)

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

Under the terms of an existing ordinance to regulate and ensure the orderly subdivision and development of land in the City of Bethel, Alaska, known as the Bethel Subdivision Ordinance (Chapter 17 of the Bethel Municipal Code (BMC)), it is provided that before the final plat of a subdivision is approved for recordation, all physical improvements

Introduced by: Planning Commission
Introduction Date: January 22, 2019
Public Hearing Date: February 12, 2019
Action:
Vote:

required by said ordinance for the land so subdivided shall have been installed therein, except that in lieu of actual installation of said physical improvements, the subdivider shall enter into an agreement with bond or other security in an amount equal to the total cost of such improvements guaranteeing that the improvements will be installed within a designated length of time.

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

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

- ☐ Circulation System (Roads)
- ☐ Complete Streets – Compliance
- ☐ Drainage (in conformance with Army Corp and City requirements)
- ☐ Dedicated dumpster easements with fill (dumpsters provided by City)
- ☐ Electrical Power Lines and telecommunication lines & Easements (as approved by AVEC, United Utilities and/or GCI)
- ☐ Graveled and compacted Streets
- ☐ LED Street Lighting
- ☐ Property Numbering and Street Names
- ☐ Recreation and Open Space Dedications. The open space must be usable space within the subdivision.
- ☐ Street Signs
- ☐ Water & ☐ Sewer (developer to pay for a portion of a rate study that will be requested by the City to analyze future water and sewer needs. The Developer will be responsible for 25 percent of the cost of the rate study up to \$150,000 total cost of the study).
- ☐ Zoning
- ☐ Other: Remediation of three (3) problematic culverts located inside Tsikoyak Subdivision.
- ☐ Other: The Developer will not sell any lots or begin any improvements until the Developer has obtained written permission from the Bureau of Indian Affairs (BIA) and provided a copy of same to the City.

Introduced by: Planning Commission
Introduction Date: January 22, 2019
Public Hearing Date: February 12, 2019
Action:
Vote:

- ☐ Other: All construction shall be in accordance with the plan set that is reviewed and approved by the City of Bethel Public Works and the City's Engineer.

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

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

Revised Estimates of Cost of All Improvements:

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

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

ARTICLE I

GENERAL PROVISIONS

1.1 Application of Article.

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

1.2 Permits, Laws and Taxes

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

1.3 Relationship of Parties

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

1.4 Engineer's Relationship to City

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

1.5 Developer's Responsibility

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

1.6 Allocation of Liability

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

limited to, claims for labor and materials furnished for the construction of the improvements.

1.7 Disclaimer of Warranty

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship, or structure for any purpose.

1.8 Non-Discrimination

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

1.9 Cost of Documents

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

1.10 Public Utilities

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

1.11 Time of the Essence

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

1.12 Assignment

Introduced by: Planning Commission
Introduction Date: January 22, 2019
Public Hearing Date: February 12, 2019
Action:
Vote:

- A. Except insofar as subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13 or at law or in equity.
- B. The Developer may assign its interest or delegate its duties under this Contract:
 - 1 To the extent that Article 9 or the Uniform Commercial Code requires that assignments of contract rights be allowed.
 - 2 To contractors and subcontractors, subject to section 1.5.
 - 3 As expressly permitted in writing by the City.

1.13 Default: City's Remedies

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors;
Or
 - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or if the failure requires more than thirty (30) days to cure, the Developer fails within thirty (30) days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default, the City may do any one or more of the following:
 - 1. Terminate the Agreement without liability for any obligation maturing subsequent to the date of termination;
 - 2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) days' notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs thus incurred from any payment then or thereafter due the Developer from the City, whether under this Agreement or otherwise.
 - 3. Exercise its rights under any performance or warranty guaranty securing the Developer's obligations under this Agreement.
 - 4. Pursue any appropriate judicial remedy including, but not limited to, an action for injunction and civil penalties.

1.14 Non-Waiver

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

1.15 Interpretation

- A. Each document incorporated by reference herein is an essential part of this Agreement and any requirement, duty or obligation stated in one document is as binding as if in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
 - 1. Documents
 - 2. Article II of this Agreement titled "Improvement Construction Standards and Procedure", and Article III of this Agreement "Acceptance of Improvements."
 - 3. Article I of this Agreement "General Provisions."
 - 4. Any other document incorporated herein by reference.

1.16 Effect of Standard Specifications

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

1.17 Amendment

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

1.18 Jurisdiction – Choice of Law

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

1.19 Severability

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

1.20 Integration

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

1.21 Responsibility for Claims

In addition to Developer's duties contained in §1.6 above, Developer shall indemnify (to include paying all costs of defense, including without limitation, actual attorney's fees) and save harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act of omission, neglect or misconduct of said Developer; or from any claims or amounts arising or recovered under the "Worker's Compensation Act," or any other law, order, or decree; and in the event of suit or suits, action or actions, claim or claims for injuries or damages, Developer's surety shall be held until the aforesaid shall have been settled and suitable evidence to that effect furnished to the City.

1.22 No Contract Rights in Third Parties

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

1.23 Definitions

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

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

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D. "Municipal Improvements" – means improvements to be dedicated to the City or to the public, or improvements operated and controlled by the City.

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

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURE

2.1 Recording of Final Plat.

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

2.2 Performance Guaranty

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

B. Amount of Guaranty:

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

Total Estimated Cost of

Constructing Improvements

Overrun Allowance

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\$0 to \$500,000	20%
\$500,001 to \$1,000,000	15%
\$1,000,001 +	10%

2. If the City finds that increases in construction costs between the time the City approves the estimated improvement costs under 1 of this subsection and the time the improvements are completed, have rendered the approved estimated improvement costs unreasonably low; or if said costs are unreasonably low for other substantial cause, the City may require the Developer to increase the performance guaranty to an amount equal to an approved estimated cost of all improvements based upon current construction costs.
- C. If the Developer is not in default under this Agreement, the City may allow a reduction in the amount of the performance guaranty, or the amount secured thereby, not exceeding the difference between the estimated cost of all improvements and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that amount of the performance guaranty, or the amount secured thereby, always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.9.
- D. As soon as one of the following occurs, the City shall release any performance guaranty that has not been used or encumbered under Section 1.13:
1. The final acceptance of all improvements and the posting of a warranty guaranty as provided in Section 3.8; or
 2. The expiration of the warranty period as provided in Section 3.9A.

2.3 Bonds

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

2.4 Escrow

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

2.5 Letter of Credit

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

2.6 Deed of Trust

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

2.7 Prerequisites to Construction

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

2.8 Engineer

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

B. The Engineer shall have the following insurance:

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

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

2. The Developer shall inform the City of the name and mailing address of the Engineer he has retained to perform the duties described in

subsection A of this section, and agrees that notice to the engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this section.

2.9 Plans and Specifications

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. The Developer shall submit to the City proof that he has retained an engineer to perform the duties described in §2.8A.
- C. If the City Engineer requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications to the City Engineer.
- D. The City either in-house or through retained professionals, shall approve the plans and specifications as submitted or indicate to the Developer how it may modify them to secure approval within three (3) weeks from either [1] the submission of all plans and specification for the improvements, or [2] the payment of the deposit required upon plan submission under Section 2.10, whichever occurs later.

2.10 Cost Estimate

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

2.11 Reserved

2.12 Quality Control Program

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

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

1. Quality Control Program is attached as Exhibit A.

2.13 Work Schedule

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

C. Work Schedule is attached as Exhibit B.

2.14 Materials

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

2.15 Liability Insurance

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

2.16 General Standard of Workmanship

- A. The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the City and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear that in the exercise of reasonable engineering judgment require a modification of or substitution for approved materials, equipment, plans, specifications or contracts to meet a

higher standard of performance, the Developer shall give written notice thereof to the City and, subject to the City's prior approval, make the modification or substitution.

- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this agreement in accordance with applicable statutes, ordinances and specifications.
- D. Developer will build the roads to the standards presently accepted by the City of Bethel Public Works department Director or his designee.

2.17 Work in Proposed Right-of-Way

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

There is no allowed access to the City's public Rights of Way until the plat is approved and recorded.

2.18 Surveyor

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

2.19 Required Reporting

A. Quality control.

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

B. Construction progress.

1. At such intervals as the City may require, the Developer shall enter on the approved work schedule progress chart the actual work progress to date, and immediately forward two (2) copies of the marked progress chart to the City.

2. If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's approval.

3. In addition to any other notice that this Agreement may require, the Developer shall give the City reasonable notice prior to commencing each of the following:

- a. Clearing and grubbing
- b. Completion of any excavation;
- c. Installation of each utility;
- d. Placement of backfill, or classified backfill;
- e. First placement of leveling course;
- f. First placement of gravel;
- g. Compaction – streets (roads) ;

2.20 Progress Payments

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

2.21 Surveillance

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

2.22 Stop Work Orders

- A. If the City determines there is a substantial likelihood that the Developer will fail to comply, or if the Developer does fail to comply, with this Agreement, the City may stop all further construction of all or some of the improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or its engineer of the order. In this section,

"nonconforming construction" includes, by way of example and not by way of limitation, construction work for which the Developer failed to strictly comply with the requirements contained in §2.9, even though the constructed work passes the tests.

- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for an action or claim against the City, except for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this Agreement the following provision:

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

2.23 Access

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

2.24 Maintenance

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

2.25 Operation of Improvements Prior to Acceptance

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

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

2.26 Time

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

ARTICLE III

ACCEPTANCE OF IMPROVEMENTS

3.1 Prerequisites to Acceptance

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

3.2 As-Built Drawings

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

3.3 Monuments

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

3.4 Certificate of Compliance

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

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

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

3.6 Inspection

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

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

3.7 Consequences of Acceptance of Improvements

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

3.8 Developer's Warranty

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

3.9 Warranty Guaranty

- A. To secure the Developer's performance of the warranty under §3.07, the performance guaranty provided by the Developer under §2.2 shall remain in effect until the end of the warranty period, or the Developer shall provide a

warranty guaranty by one or more of the methods described in Sections 2.3 through 2.5.

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

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

3.10 City's Remedies Under Warranty

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

3.11 Conditions of Reimbursement

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement.
- B. Any reimbursement shall be subject to the approval of bonds and the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds except

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for payment of interest, nor shall such delay constitute a breach of this Agreement.

- C. The City may reimburse the Developer in installments, and in such event any unpaid balance shall bear interest at the rate paid on bonds sold to finance the reimbursement, or otherwise at three (3%) percent per annum simple interest.

3.12 Completion of Performance: Release of Warranty.

- A. The City shall inspect the improvements at or before the end of the warranty period, and before releasing any performance guaranty or warranty guaranty then in effect. The Developer shall correct any failure or defect in the work revealed by the inspection as required by §3.9.
- B. On the Developer's apparent satisfactory performance of all its obligations under this Agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement. Such release of warranty shall not waive the City's rights against Developer for contract claims or tort claims.

The Developer IS posting a performance guaranty under this Subdivision.

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

CITY OF BETHEL

DEVELOPER – BLUE SKY MKE, LLC

Peter A. Williams
City Manager

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My Commission Expires: _____

OWNER'S AFFIDAVIT

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

The undersigned, _____, on behalf of the Developer, Blue Sky MKE, LLC warrants to the City, under penalty of perjury, that he has title to the subdivision property; permission from the BIA to subdivide and sell the lots, and the authority to execute this Subdivision Agreement.

Dated

Notary Public in and for Alaska

My Commission Expires: _____

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Exhibit A: Quality Control plan

[DEVELOPED JUST PRIOR TO GROUNDBREAKING]

Exhibit B: Work Schedule

[DEVELOPED CLOSER TO ACTUAL WORK COMMENCEMENT]

Exhibit C: Insurance Requirements

I. Indemnification

Except for the sole negligence of the City and to the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the City and any applicable City contractor's from any and all claims, demands, losses, and liabilities to or by any third party, including, but not limited to, costs, attorney's fees, expenses, and claims for any damages, contributions, or indemnifications arising from, resulting from, or connected to the Developer, it's agents, sub-contractors, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under Entitlement to recovery of costs, attorney's fees and expenses under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney's fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

II. Insurance

The Developer shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by the City, such insurance as will protect the City from claims set forth below and others, which may arise out of or as a result of the Developer's operations under this Agreement, whether such operations are by the Developer or by a sub-contractor or by anyone directly or indirectly employed by them, or by anyone whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the Developer under this Agreement.

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- A. Claims under worker's compensation, employer's liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this Agreement.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Developer's employees.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the Developer, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including mental anguish, death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the Developer's contractual obligations and assumption of liability under this Agreement.

Liability insurance shall include, at a minimum, all major divisions of coverage and be on a commercial general liability form including:

Premises/Operations Liability
Products/Completed Operations Liability
Personal/Advertising Injury Liability
Fire Damage Liability
Medical Payments
Per Project Aggregate Provision

- B. The insurance required in this Agreement shall be written for not less than the limits listed in subsection (C), below, or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of completion, or termination of any insurance required to be maintained after Final Plat Approval by the City.
- C. The insurance required in this Agreement, shall be written for not less than the following limits:

Introduced by: Planning Commission
Introduction Date: January 22, 2019
Public Hearing Date: February 12, 2019
Action:
Vote:

1. Worker's Compensation Insurance:
Statutory Requirements of the State of Alaska, and
Employer Liability Insurance limits of:
\$500,000 each accident
\$500,000 disease each employee
\$500,000 disease policy limit
2. Commercial General Liability Insurance: Form CG0001 04/13 or equivalent
\$1,000,000 Combined Single Limit of Liability per Occurrence
\$1,000,000 Personal/Advertising Injury Limit of Liability, per Occurrence
\$2,000,000 Annual General Aggregate Limit of Liability
\$2,000,000 Annual Products/Completed Operations Aggregate Limit of Liability
\$ 100,000 Fire Damage Limit of Liability Any One Fire
\$ 5,000 Medical Payment Limit on Any One Person
3. Commercial Automobile Liability Insurance: Form CA 0001 03/10 or equivalent
\$1,000,000 Combined Single Limit of Liability per Accident
For all Owned, Hired, and Non-Owned Vehicles
4. Commercial Excess Liability Insurance
\$4,000,000 Combined Single Limit of Liability per Occurrence
\$4,000,000 Annual Aggregate Limit of Liability
Excess of underlying Commercial General Liability Insurance, Commercial
Automobile Liability Insurance, and employer Liability Insurance
5. Builder's Risk – Property Insurance
Special Form Coverage including the perils of Earthquake and Flood on a
Builder's Risk Completed Value Form.

Deductible expense should be incurred by the Developer only, and shall not exceed two (2%) percent of the Subdivision Agreement Deposit.

Limit of insurance equal to the completed value of the building structure, including all additions, and alterations to the new or existing facilities.

The policy shall list the Developer, Contractor, Subcontractors, Engineers and Architects (if applicable) as a named insured, as their interest appears. This policy shall be secured at the expense of the Developer only. A copy of the policy will be delivered to the City, and any other insured entities at their request. This policy will remain in effect during the entire term of the Subdivision Agreement.

Introduced by: Planning Commission
Introduction Date: January 22, 2019
Public Hearing Date: February 12, 2019
Action:
Vote:

- D. Worker's Compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of the City of Bethel.
- E. The commercial general liability insurance shall name the City of Bethel as an additional insured and contain a waiver of subrogation provision in favor of the City of Bethel.
- F. All liability insurance required of the Developer shall be primary. All liability insurance carried by the City of Bethel is declared to be excess and non-contributory of any insurance carried by the Developer, its contractors or subcontractors.
- G. Developer's required insurance is subject to review and adjustment by the City, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Developer shall be provided a written explanation for any such changes.
- H. Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any dirt work by the Developer. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the Developer with a copy to the City.

If any of the insurance policies required above are canceled for any reason, the Developer shall provide immediate notice to the City of the cancelation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancelation by the Developer.

Failure to maintain these insurance provisions required of the Developer or failure to immediately notify the City of Bethel of cancelation shall be considered a material breach of the Subdivision Agreement by the Developer.

Exhibit D: Cost Estimate for Power
AVEC

Exhibit E: Cost Estimate for Roads
Dale Construction Co.

Introduced by: Planning Commission
Introduction Date: January 22, 2019
Public Hearing Date: February 12, 2019
Action:
Vote:

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

ENACTED THIS 12 DAY OF FEBRUARY, 2019 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Fred Watson
Mayor

ATTEST:

Lori Strickler
City Clerk



DRAFT MEMORANDUM

TO: Peter Williams
City Manager
City of Bethel

FROM: Chase Nelson, P.E. *CAN*
DOWL

DATE: August 3, 2018

SUBJECT: City Water and Sewer System Impacts from Proposed Blue Sky Estates
Subdivision

Introduction

Blue Sky Estates is a proposed subdivision proposed located within the City of Bethel (City) limits. The City is interested in the impact it would have on the City's existing water and sewer infrastructure.

This memorandum explains some of the projected impacts assuming the proposed subdivision is fully built-out. This memorandum only analyzes the impacts of the subdivision on the water and sewer infrastructure, and does not account for other effects on infrastructure such as roads and traffic.

The 75 parcel Blue Sky Estates subdivision would be located northeast of the Bethel Municipal Airport. It would require water, sewer, and other services such as telecommunications. There are no existing piped water or sewer mains near the proposed location, so the subdivision would be serviced by the City's water and sewer haul system.

Operations and Maintenance Costs

The expansion of the water and sewer haul system to service the proposed subdivision would increase operation and maintenance costs (O&M) for the City. To estimate these costs, two estimates were calculated based on a mileage basis and a volume basis. These calculations were completed using rates identified in the 2013 *City of Bethel Water and Sewer Cost Allocation and Rate Study*.

The primary factor for the haul system cost is the distance between the parcel and the water source (and sewage deposit location). Driver time, fuel costs, and vehicle maintenance all increase as distance increases. Water and sewer haul service cost the City \$23.00 and \$27.00 per mile. The proposed location for the Blue Sky Estates subdivision is a 7.9 miles round trip from the City Subdivision Water Treatment Plant. The City's two-zone utility rates were developed to address the discrepancy in delivery costs between near and distant deliveries. However, it could be noted that the price differential between Zone 1 and Zone 2 do not differ for some tank sizes and service frequencies. For instance, a resident with 1000-gallon water and sewer tanks pays the same whether they live in Zone 1 or Zone 2.

DRAFT MEMORANDUM

The projections for yearly O&M costs were calculated as follows:

Table 1: Projected Water and Sewer O&M Costs for Blue Sky Subdivision

Projected Yearly O&M Costs	Projected Yearly O&M Costs Per Parcel
\$449,869	\$5,998

Another influence on haul system costs is efficiency in delivery. Larger water and sewer tanks may take multiple truck loads to fill/empty them, and smaller tanks (100 or 200-gallon tanks) require multiple fill-ups per week. Since the subdivision application is under City review, the City could maximize City delivery efficiency by requiring developers use 1,000-gallon water and sewer tanks that typically require only weekly servicing and can be filled/emptied in one trip.

Workload Considerations

In addition to increased O&M costs, adjustments to employment and workload may be necessary due to the increased demands for water and sewer haul services. The projected weekly workload increase was calculated as follows:

Table 2: Projected Additional Workload from Subdivisions

Weekly Time Commitment (Hrs)	Weekly Time Commitment Per Parcel (Hrs)
12.1	0.16

Revenue

The proposed subdivision would result in additional City water and sewer revenue. For estimation purposes, the following were assumed:

- Each parcel will have a 1,000-gallon water tank and a 1,000-gallon sewer tank.
- Each parcel would be serviced once per week.

Following the City's published rate schedule and Zone differentiation, revenue is projected as follows:

Table 3: Projected Water and Sewer Revenue from Subdivisions

Projected Yearly Revenue	Projected Yearly Revenue Per Parcel
\$328,545	\$4,381

The projected revenue will be insufficient to cover projected O&M costs.

Conclusion

The proposed subdivision build-out will take several years, but the City will need to prepare for the developments. To keep revenue and workload in-line with demand, the City will need to hire an additional 0.3 Full Time Equivalent (FTE) driver and continue increasing water and sewer rates 3% per year.

Water & Sewer Haul Cost Estimates for Blue Sky Estate Subdivision

The proposed Blue Sky Estates Subdivision, consisting of 75 parcels, is to be located to the northeast of the Bethel Airport. The following is analysis to determine the impact of the proposed subdivision on the existing City of Bethel water and sewer haul system.

Parcels	75	parcels
Daily Water and Sewer Volume Per Parcel	83	gallon

**Based on 2013 Number of Hauled Residential Customers- 1,037 and Total Water Use for Hauled Customers of 31,057,646 gallons*

Estimated Yearly Volume Usage	2,272,125	gallon
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The additional costs to the City due to the construction of the Ciullkulek Subdivisions is calculated on a volume basis as follows . The per volume costs were derived from the *City of Bethel Water and Sewer Cost Allocation and Rate Study* conducted in 2013.

O&M Cost Projections

O&M Costs, Volume Basis

Projected Yearly O&M Costs		
Service	\$/1,000	Yearly Cost
Water Haul Service	\$ 62.04	\$ 140,963
Sewer Haul Service	\$ 64.05	\$ 145,530
Total Yearly O&M Costs		\$ 286,492

According to the *Bethel Water and Sewer Facilities Master Plan Update* (2005), the most critical driver of cost for the haul system is haul distance. Therefore costs-per-mile is used as another analytic to determine O&M costs. An inherent inefficiency is associated with a "Cost on a Mileage Basis" basis because it assumes the haul tank volumes will perfectly coorespond with the discrete volume sizes of the residential tanks. For instance, a 5,000 gallon tank would take three trips of a 2,100 gallon tank to fill/empty, which results in a potential 1,300 gallons of underutilized tank space. Using the underutilized volume to service multiple houses in one trip decreases the underutilization. However, efficiency of the underutilized volume is difficult to quantify.

For these calculations, it is assumed the haul tanks have a 95% utilization efficiency. The efficiency is assumed to be relatively high because there are a high number of parcels being developed and in the area, which increases probability that multiple tanks will require servicing on a given day. The following is analysis on a mileage basis, using the per-mile costs from the *City of Bethel Water and Sewer Cost Allocation and Rate Study* conducted in 2013.

O&M Costs, Mileage Basis

Water/Sewer Haul Tank Capacity	2,100	gallons
Trips Per Year	1082	trips

Round Trip Length From Water Treatment Plant	7.9 miles
--	-----------

Yearly Traveled Miles	8548 miles
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Haul Tank Volume Utilization Efficiency	95%
---	-----

Projected Yearly O&M Costs		
Service	\$/mile	Yearly Cost
Water Haul Service	\$ 23.00	\$ 206,940
Sewer Haul Service	\$ 27.00	\$ 242,929
Total Yearly O&M Costs		\$ 449,869

Since this is a long haul distance, the mileage based costs estimate will be considered more accurate. Therefore, only the mileage basis costs calculation is considered.

Total Yearly O&M Costs	\$ 449,869
------------------------	-------------------

Time Commitment Projections

A new subdivision will require drivers to work additional hours. The monetary cost of the time commitment is included in the previous cost calculations, but the time commitment must be determine for workload and employment considerations.

Projected Additional Driver Time Commitment		
Activity	Minutes Per Trip	Weekly Time Commitment (hrs)
Drive Time	25	8.7
Fill Time	10	3.5
Additional Weekly Time Commitment (hrs)		12.1

Revenue Projections

A new subdivision will result in additional revenue generation by expanding the water and sewer haul service consumer base.

Projected Additional Yearly Water & Sewer Haul Revenue		
Service	\$/gallon	Yearly Revenue
Water Service	\$ 208.67	\$ 187,803
Sewer Service	\$ 156.38	\$ 140,742
Total Yearly Revenue		\$ 328,545

*Assuming 1,000 gallon tanks, filled/emptied once per week. The subdivision would be located in Zone 2.



City of Bethel

Committees and Commissions

Recommendation to City Council

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

Committee/Commission: Planning Commission	Chair: Kathy Hanson
Date Submitted: 12.18.2018	Council Rep: Thor Williams
Issue: Blue Sky Development Agreement approval	
Recommendation: The Planning Commission, recommend to the City Council to approve the Blue Sky Development Agreement, with the conditions of the open space area be useable. After careful consideration, we feel the Subdivision Agreement meets the requirements set forth the Bethel Municipal Code, Section 17.04.067- Subdivision Agreement	

5 yes; 1 no; Motion Passes

Received by: _____
Date: _____

City of Bethel Action Memorandum

Action memorandum No.	19-12		
Date action introduced:	January 22, 2019	Introduced by:	Mayor Watson
Date action taken:		Approved	Denied
Confirmed by:			

Appointment and Re-Appointment of Committee-Commission members. Mark Tyler-Finance Committee. Beverly Hoffman-Parks and Recreation and Aquatic Health and Safety Committee.

Amount of fiscal impact:		Account information:
x	No fiscal impact	

Action Memorandum 19-12 is sponsored by Mayor Watson at the request of the City Clerk.

Mark Tyler has requested appointment to the Finance Committee. If appointed, the term would be three years as a regular member with a term expiration of December 31, 2021.

Beverly Hoffman has requested re-appointment to the Parks and Recreation and Aquatic Health and Safety Committee. If appointed, the term would be three years as a regular member with a term expiration of December 31, 2021.

City of Bethel Action Memorandum

Action memorandum No.	19-13		
Date action introduced:	01/22/2019	Introduced by:	Peter Williams, City Manager
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

Action Title: Authorize the City Manager to negotiate and execute a Memorandum of Understanding with Colorado State University for the non-exclusive use of a portion of the dog pound facility.

Attachment(s): Draft Memorandum of Understanding

Department/Individual:	Initials:	Remarks:
Peter A. Williams, City Manager	BW	
Burke Waldron, Police Chief		
Patty Burley, City Attorney	PB	no legal concerns

Amount of fiscal impact:		Account information:
xx	No fiscal impact at this time.	
	Funds in City Budget.	
	Funds not in City Budget.	

Summary Statement

The City of Bethel was approached by Colorado State University and the University of Alaska Fairbanks (UAF) regarding the use of a portion of the dog pound facility. UAF, in partnership with Colorado State University, now operates a veterinary degree program.

Thanks to a grant from Petco, the Universities are wanting to come to this Region to provide free to no cost spay/neutering as well as rabies vaccinations. The students, supervised by a licensed and experienced veterinarian, will be traveling to nearby villages and hosting animal care clinics. Additionally, while in Bethel, the students will be providing free or low cost care. These services should help to reduce some of the stray population and may help to reduce the incidences of rabies and Parvo.

There is no anticipated additional cost to the City.

Article III – Terms of Understanding

This Agreement shall take effect upon the written approval of all Parties and shall remain in effect until December 31, 2020. The parties may modify this Agreement at any time by mutual written consent.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days advance written notice.

The University acknowledges their understanding that during the term of this Agreement they will not be the sole occupant of the Facility. The City of Bethel utilizes the Facility to house stray animals. Additionally, the Bethel Friends of Canines utilizes the Facility to house unwanted dogs.

The City makes no promises as to the age, condition, temperament or bite history of any animal which enters the Facility.

The Facility itself is an older Facility and may be an unsuitable for access by persons with physical limitations.

The University accepts each animal, as well as their care and safety, as the animal is, without promise that the animal is friendly, non-aggressive, house-broken, or able to be adopted.

Article IV – Indemnification

Except for the sole negligence of the City (owner) and to the fullest extent permitted by law, the University shall defend, indemnify and hold harmless City, its employees and council members from any and all claims, demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from or connected with services or supplies provided by, or performed by the Universities, its agents, sub-users, suppliers and employees, even though such claims may prove to be false, groundless or fraudulent. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney's fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

Article V - Insurance

University shall purchase from and maintain such insurance or self-insurance as will protect the University and the City from claims set forth below and others, which may arise out of or as a result from University operations under this Agreement, whether such operations are by University, a volunteer of the University or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of Universities under this Agreement.

(a) The insurance or self-insurance required shall be written for not less than the limits listed in (c) below or those limits required by law, whichever limit is higher. Insurance or self-insurance shall be maintained without interruption from the date of commencement of this Agreement to the date of final occupancy or termination.

(b) The insurance required shall be written for not less than the following limits:

1. *Worker's Compensation Insurance:*

Statutory Requirements of the State of Alaska and the State of Colorado

Employer Liability Insurance limits of:

\$500,000.00 each accident.

\$500,000.00 disease each employee.

\$500,000.00 disease policy limit.

2. *Higher Education General Liability Insurance:*

\$1,000,000.00 Combined Single Limit of Liability per Occurrence

\$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence

\$2,000,000.00 Annual General Aggregate Limit of Liability

3. *Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.*

\$1,000,000.00 Combined Single Limit of Liability per Accident

For all Owned, Hired, and Non-Owned Vehicles.

(c) Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska and the State of Colorado and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of the City of Bethel.

(d) The commercial general liability insurance shall name The City of Bethel as an additional insured as respects this Agreement.

(e) Certificates of insurance acceptable to City shall be filed with City prior to the commencement of the beginning of the Agreement.

Notice described above shall be delivered to the following location:

City of Bethel
Legal Department
PO Box 1388
300 State Highway
Bethel, AK 99559-1388

IN WITNESS WHEREOF, the City of Bethel and the University, through their authorized representatives, execute this Agreement on dates set forth below.

CITY OF BETHEL

Peter A. Williams, City Manager

Date: _____

COLORADO STATE UNIVERSITY

By:

Date: _____

City of Bethel Action Memorandum

Action memorandum No.	19-14		
Date action introduced:	January 22, 2019	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to pursue Infrastructure Protection Funding from the State of Alaska, Village Safe Water Program, and use up to \$26,470 in cash match for water, wastewater, or solid waste projects that meet the grant parameters.

Department/Individual:	Initials:	Remarks:
Administration / Peter Williams	PW	
Public Works / Bill Arnold	WA	
Finance / Cindy Sharp	CS	
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
\$26,470	Requires funding in FY 2019 Budget.	TBD
	Requires funding in FY 2020 Budget.	

Summary Statement

The State of Alaska, Village Safe Water Program, is soliciting grant applications for Infrastructure Protection in the areas of water, wastewater, and solid waste management systems. The funding comes from a FY 2019 State of Alaska capital improvement appropriation of \$4 million.

The City of Bethel is considering applying for one or more of the following projects:

1. Replace fire hydrant ball valves in Bethel Heights subdivision to ensure all hydrants are functioning properly with modern equipment.
2. Replace heat trace and controls on sewer line from FAA lift station to Q2 lift station.
3. Purchase dump truck loads of sand and sodium chloride (salt) to make salted sand piles at the landfill for use as year-round cover, per Alaska Statutes.
4. Purchase gravel for the City to construct a road around the perimeter of the landfill to allow the City and community year-round access to the landfill.

The applications are due February 8, 2019. Project requests must be between \$15,000 and 150,000. The City may receive 5, 10, or 15 points on its grant application for the percentage of total project cost that it contributes in-kind or through cash. One point is given for each percentage of total cost contribution. Thus, the City must contribute \$26,470 in cash match to earn the most "contribution points" to receive \$150,000 in grant funds for a \$176,470 project.

City of Bethel Action Memorandum

Action memorandum No.	19-15		
Date action introduced:	January 22, 2019	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to pursue State Homeland Security Grant funding to assist the City in preparedness activities (planning, equipment, training, and exercise) that address identified gaps or capability targets where a connection to terrorism exists.

Department/Individual:	Initials:	Remarks:
Administration / Peter Williams	PW	
Public Works / Bill Arnold	WA	
Finance / Cindy Sharp	CS	
Amount of fiscal impact:	Account information:	
X	No fiscal impact at this time.	
	Requires funding in FY 2019 Budget.	
	Requires funding in FY 2020 Budget.	

Summary Statement

The Alaska Division of Homeland Security and Emergency Management is soliciting project nominations for State Homeland Security Program grant funds. The City of Bethel is an eligible jurisdiction that may request funds for planning, equipment, training, and exercises. Grant applications are due January 31, 2019.

The City of Bethel is gathering information to prepare its funding request for one or more of the following projects:

1. Interoperable Communications Plan – Required before the City may ask for radios, repeaters, and other interoperable communications equipment.
2. Security Measures for Water Tanks at Water Treatment Plants (2)
 - Fencing - Around tanks and perimeter.
 - Lighting – Around tanks and perimeter.
 - Vent Security Shroud to prevent the intentional introduction of chemical or biological contaminants.
 - Hatches – Electronic monitoring device on each hatch.
3. Videocameras – Strategically placed videocameras on select City buildings for maximum protection.
4. Cyber-Security Firewalls – The City of Bethel needs new firewall security apparatuses and services that protect its data from hackers, thieves, and terrorists.

The City has the following supporting documentation for the projects referenced above, including a Tank Inspection Report for each public water tank and Security Vulnerability Assessment.

City of Bethel Action Memorandum

Action memorandum No.	19-16		
Date action introduced:	January 22, 2019	Introduced by:	Mayor Watson
Date action taken:		Approved	Denied
Confirmed by:			

Approve and Select a City Council Member to Travel to Juneau for Alaska Municipal League Conference and Lobbying Efforts with Mayor Watson.

Department/Individual:	Initials:	Remarks:

Amount of fiscal impact:		Account information:
\$1,500 estimate	Amount of fiscal impact.	10-52-541 funds are budgeted.

The Alaska Municipal League (AML) will be holding their winter conference February 19-21, 2019 (travel dates February 18-22) and City representative use this travel as an opportunity to inform State officials of our capital needs and requests.

The AML meetings consist of the AML Board of Directors Meeting, Mayor's Meeting and a Legislative Meeting. Mayor Watson will be attending the Conference on behalf of the Board of Directors and the City Clerk's Office is assisting with the setup of meeting with Senator Hoffman, Representative Zulkosky and potentially others if the schedule works out.

City of Bethel Action Memorandum

Action memorandum No.	19-17		
Date action introduced:	January 22, 2019	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct City Administration to prepare and submit the application for the 2019 Volunteer Fire Assistance Grant through the State of Alaska Division of Forestry.

Attachment(s): 2019 Volunteer Fire Assistance Grant Department Letter

Department/Individual:	Initials:	Remarks:
Fire / Bill Howell	<i>WH</i>	<i>WH Approves</i>

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$750	Funds in City Budget.	10-60-563
	Funds not in City Budget.	

Summary Statement

The Bethel Fire Department is requesting \$7,500 in grant funds from the State of Alaska Division of Forestry for two sets of new firefighter turnout gear. These two sets will be issued to Department staff members whose gear does not currently meet National Fire Protection Association (NFPA) standards. NFPA requires that firefighter turnout gear be retired or converted to "non-fire" use after 10 years.

If awarded this grant, we will receive funding in the amount of \$7,500, but will have a 10% Cost-Match obligation of \$750 from the Fire Department budget. The total amount of expenditures will be \$8,250. Purchases for this grant must be made by October 30, 2018. Proof of purchases must be submitted to the local Forestry Management Office (FMO) by October 31, 2019 (preferably sooner).

The grant application is due January 31, 2019.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Natural Resources

DIVISION OF FORESTRY

550 West 7th Suite 1450
Anchorage, AK 99501
Main: 907.269-8463
Fax: 907.269-8421

October 24, 2018

Dear Volunteer Fire Department:

The Volunteer Fire Assistance (VFA) program provides assistance in training, supplies, equipment purchases, and prevention activities on a cost share basis. The Volunteer Fire Assistance program is available from the USDA Forest Service through the State of Alaska, Division of Forestry. The VFA program may be used for both wildland and structure protection needs. The assistance is provided to increase firefighter safety, improve the firefighting capabilities of rural volunteer fire departments, and enhance protection in the urban-wildland interface. The amount available to apply for is capped at \$7,500.00. The 2019 Volunteer Fire Assistance (VFA) Grant Program application period will be open from November 1, 2018 – January 31, 2019.

This grant cycle VFA applications will only be accepted through the State of Alaska, Division of Forestry's Online Line Application System (OLAS) <https://dnr.alaska.gov/olas/>.

If, as a fire department, you have already registered equipment in OLAS, use your same user name and password to access the 2019 VFA Grant Application. If you are a new to using OLAS, please register. To register, chose 'Register Now!' on menu bar at top of page. Please have your departments FDID on hand as you will need it to complete the registration process. If you do not know the department's FDID it can be found here (second column): <http://www.dps.alaska.gov/Fire/FDRegistration>

Volunteer Fire Departments will also need to know their SOA vendor number to apply. If you do not know your department's SOA vendor number or need one you may look it up and /or apply for one here: <http://doa.alaska.gov/dof/iris/vendor.html>

Once you have registered, login in and go to the menu bar at the top of the page and click 'Volunteer Fire Assistance Grant Program', from there you will be able to view and/or print all relevant documents such as the 2019 VFA Grant Manual, a VFA PowerPoint Presentation etc. and fill out the application. As part of the application process, VFDs are required to sign the standard federal forms, provide matching share documentation in pdf file format, scan and upload the documents in order for the application to be complete.

If received, a Volunteer Fire Assistance grant is an award of Federal financial assistance (CFDA # 10.664) and is subject to USDA 7 CFR 2016, (A-102) Uniform Requirements, 2 CFR 225 Cost Principles, and OMB Circular A-133 as implemented by USDA Regulation 7 CFR 3052. All Federal and Recipient matching/cost share contributions are subject to all relevant Circulars and Code of Federal Regulations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arlene Weber-Sword".
Arlene Weber-Sword
Fire Staff Officer



Public Notice

Application for Marijuana Establishment License

License Number: 20439

License Status: Initiated

License Type: Retail Marijuana Store

Doing Business As: ALASKAN GROWN CANNABIS

Business License Number: 1109607

Email Address: kpeacock1@hotmail.com

Latitude, Longitude: 60.794824, -161.754596

Physical Address: 230 Tundra Way
Bethel, AK 99559
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10079221

Alaska Entity Name: Alaskan Grown Products LLC

Phone Number: 907-313-8521

Email Address: kpeacock1@hotmail.com

Mailing Address: HC89 Box 255
Willow, AK 99688
UNITED STATES

Entity Official #1

Type: Individual

Name: Kalla Peacock

Phone Number: 907-312-8521

Email Address: kpeacock1@hotmail.com

Mailing Address: HC89 Box 255
Willow, AK 99688
UNITED STATES

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____



Public Notice

Application for Marijuana Establishment License

License Number: 20440

License Status: Initiated

License Type: Retail Marijuana Store

Doing Business As: ALASKAN GROWN CANNABIS

Business License Number: 1109613

Email Address: kpeacock1@hotmail.com

Latitude, Longitude: 60.785089, -161.799201

Physical Address: 1510 Chief Eddie Hoffman Hwy
Bethel, AK 99559
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10079221

Alaska Entity Name: Alaskan Grown Products LLC

Phone Number: 907-312-8521

Email Address: kpeacock1@hotmail.com

Mailing Address: HC89 Box 255
Willow, AK 99688
UNITED STATES

Entity Official #1

Type: Individual

Name: Kalla Peacock

Phone Number: 907-312-8521

Email Address: kpeacock1@hotmail.com

Mailing Address: HC89 Box 255
Willow, AK 99688
UNITED STATES

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____



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

MEMORANDUM

DATE: January 1- January 14

TO: City Council

FROM: Peter Williams, City Manager

RE: Managers' Report

- FY18 Audit- The auditors completed there on site work here in Bethel. We have requested that this audit be completed by February 28, 2019 though they can not in writing report any improvements they did convey to us verbally that this audit was an improvement from last year. There will be some findings but we will not receive a qualification in regard to State and Federal Grants due too the audit being late. We hope to start next years in September. We have to go out to bid for the auditor's contract due to the current one expires.
- Reviewed Carmen Jackson, CPA's. also, Esplin & Assoc. work the Finance Dept. We also discussed what services they would be needed for the remainder of this fiscal year. Till the budget modification 18-12(f) is approved no work will be scheduled after January 12th. We are paying approximately \$10,000 per week, for 60 hours when Esplin & Associates are here in Bethel. We are invoiced approximately \$6,000 for 80 hrs of on-site work by Carmen Jackson every other month. In regards to Carmen Jacksons, their role has been to help update the general ledger and to improve with training the staff, including utility billing. Esplin & Associates has outlined in a letter to the city council dated Jan 3, 2019, and is attached to this report. What on-site visits will be necessary vs. working remotely is still being determined. I think the Finance dept would benefit most from one on-site visit a month from Esplin and Associates. Carmen Jackson 's current schedule will probably suffice for our needs.
- Departments will meet with Administration in February to review their FY20 Budgets.
- All the Action Memorandums from the January 8th council meeting have been reviewed. Contracts signed for and forwarded to the respective vendors. AM 19-

09 regarding the Studio Rm. in the YK Fitness Ctr. was discussed and it appears that the floor needs to be refinished and we are seeking the cost to do so. AM 19-10 regarding grant funds for Pinky's Park is being explored using the Land Water Conservation grant; application period is in August-Sept. AM 19-11 an application(s) for a grant(s) for a feasibility study for a new recreation center is being sought through the Rasmussen Foundation and Bethel Comm Services.

PROJECTS

Institutional Corridor –We are up and running and waiting for the as-builds and O & M Manuel's. There is one final walk through yet to perform. We need to have this closed out by June 30th.

Jetty/Sewer Lagoon- Sewer trucks will arrive this spring.

Long Range Transportation Plan 2020- Next meeting is in February. DOT conveyed verbally that preliminary design work for Resurfacing, Restoration, and Rehabilitation (R3) is underway.

The Avenues- Contacted four different banks asking for proposals for the interim financing for this project. USDA is closed due to the U.S. gov't. shutdown.

Bethel Heights Water and Sewer System- Waiting for the Preliminary Engineer Report to be completed.

Tundra Ridge Road Realignment- Still pending, there might be some movement after the DOT determines if the old route is feasible or not. They have asked the AG if legal action can be taken before the DOT gives up on the old course.

PW Building Boilers- Contract signed.

Police Console- Pro-Com still needs to forward to us the Service Agreement for review and approval.

Geographic Information System (GIS) – They are working on outlining the buildings; then the addresses will be assigned to them.

Peter Williams
Bethel City Manager

Espelin & Associates, llc

P.O. Box 13370

Trapper Creek, AK 99723

Cell: (360) 421-3607 fax: (866) 779-0840 e-mail: jsharpe@espelinllc.com

January 3, 2019

TO: Bethel City Council
Cc: Pete Williams, City Manager
FROM: Jim Sharpe, Contract Finance Director
RE: Areas addressed to date and items to be completed prior to June 30, 2019

In our capacity as Contract Finance Director for the City of Bethel, we have completed the following items in our first six months assisting the City of Bethel:

- Implemented controls over payroll
- Implemented controls over cash disbursements
- Reviewed the fiscal year 2017 financial statements and recommended changes that more accurately reflect the nature of the City's operations
- Reviewed and updated past due tax return calculations related to two Faulkner/Walsh entities
- Initiated further action to resolve 2 outstanding payroll related IRS issues
- Oversaw fiscal year 2018 audit preparation and reviewed documentation provided to the auditors
- Coordinated audit and worked as the point person with the auditors to ensure that all requested items were provided in a timely manner
- Began the process of tracing fiscal year 2018 budget related amendments into the City's accounting system
- Reviewed the City's general ledger detail to ensure amounts were properly recorded, recording several entries to correct inappropriate or unsupported amounts

Based on our review of the City's financial operations, we expect to be involved in the following critical areas through the end of fiscal year 2019:

- Complete the fiscal year 2018 audit
- Write the fiscal year 2018 financial statements
- Coordinate with City management to complete the fiscal year 2020 budget process
- Review all transactions recorded during fiscal year 2019 to ensure amounts were properly recorded and represent a valid business purpose
- Review all budget line item transfers and budget modifications, and ensure the amounts were properly recorded in the accounting system to ensure that budget to actual reports provided to department heads are accurate
- Work with management to further the City's desire to obtain funding (grant and loan) related to the Avenues Project

- Gain a full understanding of all the City's financial related processes and recommend changes to safeguard the City's assets from misappropriation
- Review all revenue related process and controls to ensure that the City is able to bill accurately and collect all amounts owed
- Continue to review bi-weekly payroll and weekly cash disbursements to ensure amounts paid are accurate and represent a valid business purpose prior to payment
- Work with the City's in-house legal counsel and the Internal Revenue Service to resolve outstanding tax related issues
- Provide training as necessary to City employees in order to ensure that all amounts expended by the City are properly supported and represent a valid business purpose

Should you have any questions or further discussions, please feel free to contact me at:
jsharp@cityofbethel.net or 360-421-3607.

City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

February 12, 2019 Regular Meeting

February 26, 2019 Regular Meeting

Committee Commissions General

Will hold an annual training for the Parks, Recreation, Aquatic Health and Safety Center Committee in January.

Prepared thank you cards with candy bars for each of the committee/commission volunteers.

Staff Training

With the implementation of electronic packets it has been recognized that many staff members are not familiar with Adobe documents and the tools Adobe provide. The Office was to hold an Adobe training on the 10th but the chambers were occupied by auditors so it has been rescheduled.

Will provide one on one support to the new Finance Committee Recorder for the month of January.

Will be providing one on one training to the new Police Department Records Clerk January 15.

Website

Continue to work through the website cleanup. The focus this month is the Police Department.

Council Electronic Packets

We are still getting used to the new system. There are a few issues that we are working with the vendor to iron out...still but it is coming along.

Documents

Amendments to the City's Non Codified Fee and Rate schedule- to be presented in February.

Ordinance 19-01 Acquisition of Property AVEC Wind Tower.

Initiated discussion for the transfer of 105 Ptarmigan to the Bethel Conference of Churches (BCC) without reverter clause in the deed as requested by Lorin Bradbury, President of BCC. The BMC will not permit the transfer without the clause unless it is done through bid process and at fair market value unless otherwise authorized by the Council. BCC were to hold a meeting to discuss their interests and then get back to the City. We have not yet heard back from them.

Other

The City Clerk's Office will be participating in the Point in Time Council which will take place on January 23. Our observation area will be City Hall.

CITY OF BETHEL
CITY ATTORNEY ANNUAL EVALUATION JANUARY 22, 2019

City Attorney: Patty Burley

Rating: 5 = Excellent; 1 = Needs improvement

<i>Interaction with City Council</i>	5	4	3	2	1
Keeps Council informed on legal issues concerning the City					
Provides professional advice in a clear, concise manner to Council on items requiring Council action					
Provides sufficient information to enable Council to make well-informed decisions					
Successfully translates Council directives into ordinances, policies or actions					
Provides unbiased, objective advice to Council					
Provides timely, accurate advice to Council					
Successfully negotiates and drafts contracts that meet the City's needs					
Attendance at City Council Meetings					
Availability for committee and commission meetings					
Provides Grammatically correct and internally consistent language in Ordinances					
Comments:					

CITY OF BETHEL
CITY ATTORNEY ANNUAL EVALUATION JANUARY 22, 2019

<i>Interaction with City Staff</i>	5	4	3	2	1
Provides professional advice in a clear, concise manner on items that are otherwise confusing to City staff					
Provides sufficient information to enable staff to act accordingly and communicate with their customers (public)					
Responds to staff questions in a timely, accurate fashion					
Provides unbiased, objective advice					
Provides concise, relative legal advice to staff allowing the staff to make confident work decisions and policies					
Comments:					

<i>Legal skills</i>	5	4	3	2	1
Knowledge of State and Federal law					
Knowledge of City law					
Ability to interpret and relate legal concepts					
Ability to research the law and clearly present research					
Comments:					

CITY OF BETHEL
CITY ATTORNEY ANNUAL EVALUATION JANUARY 22, 2019

<i>Litigation and Prosecutorial skills</i>	5	4	3	2	1
Provides sound legal representation for the City					
Exercises prosecutorial and defense functions justly and effectively					
Willingness to exercise prosecutorial and defense functions to meet needs of the City					
Comments:					

<i>Ethics and Communication</i>	5	4	3	2	1
Defends principle and conviction in the face of partisan influence and pressure					
Maintains high standards of ethics, honesty and integrity in all matters					
Effectively communicates with staff, Council and the public					
Writes clearly and concisely					
Expresses ideas and opinions in a forthright, logical manner					
Remains poised and calm in difficult situations					
Represents the City to the public in a positive light					
Comments:					

CITY OF BETHEL
CITY ATTORNEY ANNUAL EVALUATION JANUARY 22, 2019

Total Score:

Excellent:	145	
Very Good:	116	
Good:	87	
Satisfactory:	58	
Needs Improvement:	29	

CITY OF BETHEL
CITY ATTORNEY ANNUAL EVALUATION JANUARY 22, 2019

Reviewer's Comments/recommendations:

City Attorney Comments:

Reviewer's Signature

Date

City Attorney's Signature

Date