



Alice Ruby, Mayor  
*City Council Members*

- Doug Holt • Paul Liedberg • Bob Himschoot
- Keggie Tubbs • Tracy G. Hightower • Tim Sands

**DILLINGHAM CITY COUNCIL  
MEETING AGENDA**

David B. Carlson Council Chambers  
Dillingham City Hall, 141 Main Street, Dillingham, AK 99576 (907) 842-5212

<b>REGULAR MEETING</b>	<b>7:00 P.M.</b>	<b>APRIL 19, 2012</b>
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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

- A. Regular Meeting, April 5 2012

**IV. APPROVAL OF CONSENT AGENDA**

**APPROVAL OF AGENDA**

**V. STAFF REPORTS**

- A. City Manager Report
- B. Standing Committee Reports

**VI. PUBLIC HEARINGS**

- A. Adopt Ordinance No. 2012-08, An Ordinance of the Dillingham City Council Amending Section 17.11.050 of the Dillingham Municipal Code to Eliminate the Requirement for an Engineer Review of a Proposed Subdivision

**VII. CITIZEN'S DISCUSSION (Prior Notice or Agenda Items)**

**VIII. ORDINANCES AND RESOLUTIONS**

- A. Adopt Ordinance No. 2012-08, An Ordinance of the Dillingham City Council Amending Section 17.11.050 of the Dillingham Municipal Code to Eliminate the Requirement for an Engineer Review of a Proposed Subdivision
- B. Resolution No. 2012-20, A Resolution of the Dillingham City Council Accepting the Certification of the Canvass Committee Results and Certifying the April 10, 2012 Special Election

- C. Resolution No. 2012-21, A Resolution of the Dillingham City Council Establishing the Level of Funding for the Dillingham City School District for the Fiscal Year Ending June 30, 2013
- D. Resolution No. 2012-22, A Resolution of the Dillingham City Council Authorizing the City Manager to Award a Contract with \_\_\_\_\_ for State Lobbying Services

**IX. UNFINISHED BUSINESS**

- A. Animal Shelter Facility
- B. Committee Appointments
  - 1. Planning Commission (Seat E)

**X. NEW BUSINESS**

**XI. CITIZEN'S DISCUSSION (Open to the Public)**

**XII. COUNCIL COMMENTS**

**XIII. MAYOR'S COMMENTS**

**XIV. EXECUTIVE SESSION**

- A. Legal Matter
  - 1. Annexation
  - 2. Gladden vs. City of Dillingham
- B. Personnel Matter
  - 1. City Manager's Contract

**XV. ADJOURNMENT**

**I. CALL TO ORDER**

The Regular Meeting of the Dillingham City Council was held on Thursday, April 5, 2012, at the Dillingham City Council Chambers, Dillingham, Alaska. Mayor Pro Tempore Keggie Tubbs called the meeting to order at 7:01 p.m.

**II. ROLL CALL**

Mayor Alice Ruby attended late via teleconference around 8:00 p.m.

Council Members present and establishing a quorum (a quorum being four):

Paul Liedberg, Seat B  
Bob Himschoot, Seat C  
Keggie Tubbs, Seat D  
Tracy Hightower, Seat E  
Tim Sands, Seat F

Council Members absent:

Doug Holt, Seat A, excused

Staff in attendance:

Dan Forster, City Manager  
Carter Cole, Public Works Director  
Doug Dombroski, Chief of Police  
Dan Boyd, Animal Control Officer  
Jody Seitz, Planning Director  
Carol Shade, Finance Director  
Janice Williams, City Clerk

Guests: Attorney Brooks Chandler (*via teleconference*)  
Lilly Cappel, Campaign Coordinator

**III. APPROVAL OF MINUTES**

A. Regular Meeting, March 1, 2012

MOTION: Tim Sands moved and Paul Liedberg seconded the motion to approve the minutes of March 1, 2012.

VOTE: The motion passed unanimously.

**IV. APPROVAL OF CONSENT AGENDA**

There was no consent agenda.

**APPROVAL OF AGENDA**

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City Manager Forster asked to add under XV. Executive Session, item D, Delta Western Contract, and item E, Senior Center Cook Hire. Under item Public Hearing the items should be listed as A, B, and C, not C, D, and E.

MOTION: Tim Sands moved and Bob Himschoot seconded the motion to approve the agenda as amended.

VOTE: The motion passed unanimously.

**V. STAFF REPORTS**

A. City Manager Report

City Manager Forster:

- Harbor Lease Lots – upon approval of Ordinance No. 2012-05 a lease with NAPA was ready to be fully executed;
- Fire Dept. ISO Rating – last time the rating was done was 16 years ago, to retain the City's standing will have six (6) months to make improvements; and
- Live Streaming – looking into bringing the council meetings to the public via the internet, was planning to take it to the Finance and Budget Committee for discussion.

Discussion:

- suggested there might be a local resource for providing live streaming.

MOTION: Tim Sands moved and Paul Liedberg seconded the motion to refer the City Clerk's recommendation to change the Library Board terms to the Code Review Committee.

VOTE: The motion passed unanimously.

B. Standing Committee Reports

Bob Himschoot, Chair, Finance and Budget Committee:

- reported the committee had not met since the February 27 meeting, and had nothing to report.

Tim Sands, Chair, Code Review Committee:

- noted several of the ordinances worked on were on the agenda for adoption; and
- noted the ordinance before them regarding the subdivision changes was a housekeeping item.

**VI. PUBLIC HEARINGS**

Mayor Pro Tempore Keggie Tubbs opened the public hearing.

- A. Adopt Ordinance No. 2012-05 (SUB), An Ordinance of the Dillingham City Council Authorizing the Disposal of Municipal Property at the Small Boat Harbor by Lease

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There were no public comments on Ordinance No. 2012-05.

- B. Adopt Ordinance No. 2012-06, An Ordinance of the Dillingham City Council Amending Title 4 of the Dillingham Municipal Code by Adoption of a New Chapter 4.07 Establishing a Regional Fisheries Improvement Fund

Tom Tilden spoke in favor of Ordinance No. 2012-06, commenting it would go a long way in establishing the relationship the City had with the surrounding communities, by doing the neighbor thing and sharing the waters that were going to be annexed. However, he wished City had gone a little further for the low income fishers and change the refund from 50% to 100%, because there were few fishermen that were eligible for food stamps. He noted he was in favor of annexation.

There were no more public comments.

- C. Adopt Ordinance No. 2012-07, An ordinance of the Dillingham City Council Amending the Budget by Adopting Budget Amendment No. 2 and Appropriating Funds for the HVAC System for the FY 2012 City of Dillingham Buildings and Grounds Budget

There were no public comments on Ordinance No. 2012-07.

There being no further comments, the public hearing closed.

**VII. CITIZEN'S DISCUSSION (Prior Notice or Agenda Items)**

There was no citizen's discussion.

**VIII. ORDINANCES AND RESOLUTIONS**

- A. Adopt Ordinance No. 2012-05 (SUB), An Ordinance of the Dillingham City Council Authorizing the Disposal of Municipal Property at the Small Boat Harbor by Lease

MOTION: Tim Sands moved and Bob Himschoot seconded the motion to adopt Ordinance No. 2012-05.

Manager Forster commented the ordinance referred to leasing four lots at the harbor, of which one had been earmarked for the NAPA store, and for the remaining three the City would go out for a RFP.

VOTE: The motion to adopt Ordinance No. 2012-05 passed unanimously.

- B. Adopt Ordinance No. 2012-06, An Ordinance of the Dillingham City Council Amending Title 4 of the Dillingham Municipal Code by Adoption of a New Chapter 4.07 Establishing a Regional Fisheries Improvement Fund

MOTION: Tim Sands moved and Paul Liedberg seconded the motion to adopt Ordinance No. 2012-06.

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Manager Forster reported this ordinance had been instituted by the Council a while back, and established a fund worth 5% of the raw fish tax collected to support regional fisheries.

**VOTE:** The motion to adopt Ordinance No. 2012-06 passed unanimously.

- C. Adopt Ordinance No. 2012-07, An Ordinance of the Dillingham City Council Amending the Budget by Adopting Budget Amendment No. 2 and Appropriating Funds for the HVAC System for the FY 2012 City of Dillingham Buildings and Grounds Budget

**MOTION:** Tim Sands moved and Paul Liedberg seconded the motion to adopt Ordinance No. 2012-07.

Manager Forster reported this was an emergency step to repair the HVAC system at the Police Dept. that had failed, and they were employing manual methods to air the building, particularly the jail in the meantime. The funding for the replacement part had been vetted through the Finance and Budget Committee.

**Discussion:**

- asked if the purchase would drive the budget into the red, answered a budget revision had been previously adopted that took into consideration any additional revenues, but the need for excess snowplowing this winter had already taken a toll on the budget.

**VOTE:** The motion to adopt Ordinance No. 2012-07 passed unanimously.

- D. Introduce Ordinance No. 2012-08, An Ordinance of the Dillingham City Council Amending Section 17.11.050 of the Dillingham Municipal Code to Eliminate the Requirement for an Engineer Review of a Proposed Subdivision

**MOTION:** Tim Sands moved and Tracy Hightower seconded the motion to introduce Ordinance No. 2012-08.

Tim Sands reported the state had removed the provision for an engineering review, and this change would reflect state law. This had been vetted through the Code Review Committee and Planning Commission for recommendation to the Council.

**VOTE:** The motion to adopt Ordinance No. 2012-08 passed unanimously.

- E. Resolution No. 2012-18, A Resolution of the Dillingham City Council Establishing a Policy to Waive Ambulance Charges/Fees for Active Members and Dependents and Former Members with Documented Active Service of 10 Years or More with the Dillingham Volunteer Fire Department and Rescue Squad

**MOTION:** Tim Sands moved and Bob Himschoot seconded the motion to approve Resolution No. 2012-18.

Manager Forster noted the current members received this service now, and this resolution would extend to past volunteers who have at least ten years of service.

Discussion:

- commented the City was very fortunate to have such a dedicated group of volunteer fire and EMS workers, and noted this resolution was just a small token of the City's show of appreciation.

VOTE: The motion to approve Resolution No. 2012-18 passed unanimously.

- F. Resolution No. 2012-19, A Resolution of the Dillingham City Council Requesting FY 13 Payment in Lieu of Taxes Funding from the Department of Commerce, Community, and Economic Development

MOTION: Tim Sands moved and Paul Liedberg seconded the motion to approve Resolution No. 2012-19.

Manager Forster noted City was making their annual filing to request payment in lieu of taxes for those properties that were federal or restricted, that these payments were only confirmed to 2013, and would then have to be reauthorized to extend any further.

VOTE: The motion to approve Resolution No. 2012-19 passed unanimously.

**IX. UNFINISHED BUSINESS**

- A. Animal Shelter Facility

Manager Forster noted this would be discussed at the Finance and Budget Meeting, and the committee was looking at other alternatives that would be presented. Keggie Tubbs noted he was squelching a rumor that the City had spent \$400,000 already, that no decision had yet to be made, and this item was a standing item until it was resolved.

- B. Committee Appointments
  - 1. Planning Commission (Seat E)

There was no recommendation at this time.

**X. NEW BUSINESS**

There was no new business.

**XI. CITIZEN'S DISCUSSION (Open to the Public)**

Diane Folsom suggested the City might use the Potato House building downtown for an animal shelter, recognizing the City already owned the building, and that it's intended use was not for an animal shelter, but it could possibly be set up as one. She was not in favor of keeping the animal shelter in her neighborhood.

Tom Tilden commended Mayor Ruby and Council members who were at the annexation public meetings for taking to the high road and sticking to the facts, and not degrading anyone. He

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noted the issue was always how can the City provide better service, and encouraged the Council to stay the course. He asked to pass on to Mayor Ruby that he was very proud of her.

Todd Raddenbough, Professor at UAF, noted the City had partnered on a tidal energy demonstration project. It had since been put on hold by AEA for a Dept. of Law Review, and he would keep the City apprised of its development. If the money came through it would be for 2013.

Discussion:

- thanked Todd and UAF for holding the recent science conference in Dillingham.

## XII. COUNCIL COMMENTS

Tracy Hightower: no comment

Paul Liedberg:

- stated he would be interested in taking another look at the low income fishers provision; and
- thanked all the city staff for their work.

Bob Himschoot:

- noted he agreed with Paul and what would be the process to bring it back up for review; and
- thanked Tom Tilden and everyone who had been putting in a lot hours.

Discussion:

- noted the exemptions had been reviewed in Code and the intent was to see how it would play out the first year, but willing to relook at.

MOTION: Bob Himschoot moved and Tim Sands seconded the motion to refer the section on exemptions to the Finance and Budget Committee for reconsideration or review.

GENERAL CONSENT: The motion passed with no objection.

Tim Sands:

- was not sure live streaming would work for his current internet service;
- congratulated all the volunteers who helped with Beaver Round Up;
- congratulated the basketball teams for their success;
- thanked UAF for bringing the Western Alaska Disciplinary Science conference to Dillingham; and
- thanked staff for all their hard work and keeping the City running.

Keggie Tubbs:

- thanked the Council members who had attended the annexation community meetings;
- thanked Alice for guiding the Council through this process, that we were lucky to have her as our Mayor;

- 
- hoping for the best with the election results, if not, would go through the budget process and make the tough decisions same as past years;
  - asked that a cost update on the K-9 unit be brought to the next Finance and Budget Committee meeting;
  - concurred with the comments on the science conference and the BRU volunteers; and
  - asked for a moment of silence to recognize those who had been lost.

**XIII. MAYOR'S COMMENTS**

The Mayor was not in attendance.

**XIV. EXECUTIVE SESSION**

A. Legal Matter

1. Annexation
2. Gladden vs. City of Dillingham
3. Manager Contract Terms
4. Delta Western Contract
5. Senior Center Cook Position

**MOTION:** Tim Sands moved and Bob Himschoot seconded the motion to go into executive session under DMC, 2.09.050, regarding legal matters [7:51 p.m.].

**GENERAL CONSENT:** The motion passed without objection.

Lilly Cappel was invited into the executive session during the discussion on annexation.

**MOTION:** Tim Sands moved and Paul Liedberg seconded the motion to come out of executive session [9:12 p.m.].

**GENERAL CONSENT:** The motion passed with no objection.

**MOTION:** Tim Sands moved and Tracy Hightower seconded the motion to concur with the Manager's recommendation on the Senior Center Cook position.

**VOTE:** The motion passed unanimously.

**XV. ADJOURNMENT**

Mayor Ruby adjourned the meeting at 9:13 p.m.

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

Approved: \_\_\_\_\_

CITY OF DILLINGHAM, ALASKA

ORDINANCE NO. 2012-08

**AN ORDINANCE OF THE DILLINGHAM CITY COUNCIL AMENDING SECTION 17.11.050 OF THE DILLINGHAM MUNICIPAL CODE TO ELIMINATE THE REQUIREMENT FOR AN ENGINEER REVIEW OF A PROPOSED SUBDIVISION**

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WHEREAS, Section 17.11.050(C) of the Dillingham Municipal Code requires that an engineer report certifying compliance with State of Alaska Department of Environmental Conservation requirements for domestic water supply and sewage disposal; and

WHEREAS, the Department of Environmental Conservation repealed its regulations related to review of subdivision plats for domestic water supply and sewage disposal in 1998;

BE IT ENACTED BY THE COUNCIL OF THE CITY OF DILLINGHAM, ALASKA:

Section 1. Repeal of Subsection 17.11.050(C). Section 17.11.050 of the Dillingham Municipal Code is hereby amended by repealing subsection C and relettering the remaining subsections D-E as C-D.

Section 2. Effective Date. This ordinance shall be effective upon adoption.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on \_\_\_\_\_, 2012.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

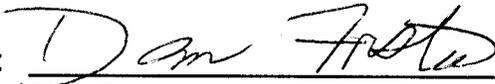
City of Dillingham Information Memorandum No. O2012-08

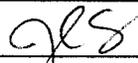
**Subject:** An ordinance of the Dillingham City Council amending Section 17.11.050 of the Dillingham Municipal Code to eliminate the requirement for an engineer review of a proposed subdivision

Agenda of: April 19, 2012

Council Action: Ordinance No. 2012-08 was introduced at the April 5, 2012 Regular Council Meeting.

Manager: Recommend approval.

City Manager:   
Dan Forster

Route To:	Department / Individual	Initials	Remarks
X	City Planner / Jody Seitz		
X	City Clerk / Janice Williams		

Fiscal Note: Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

Other Attachment(s):

**Summary Statement.**

At their March 27 meeting, the Planning Commission concurred with Ordinance No. 2012-08, and moved to support it. Discussion by Commissioners reflected concern for protection of water resources and public health. Based on that concern, commissioners decided to revisit the question of a minimum acreage for subdivision lots at their next meeting.

The proposed ordinance was also recommended to the Council for approval by the Code Review Committee at their March 8 meeting based on concurrence by the Planning Commission.

## CITY OF DILLINGHAM, ALASKA

## RESOLUTION NO. 2012-20

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL ACCEPTING THE CERTIFICATION OF THE CANVASSING COMMITTEE RESULTS AND CERTIFYING THE APRIL 10, 2012 SPECIAL ELECTION**

WHEREAS, the Canvassing Committee of the City of Dillingham met on Election night and tallied the votes cast at the polls, and met on April 12, 2011, and tallied the votes of Absentee Voting in Person, Absentee Voting by Personal Representative, Absentee Voting by Mail, and Questioned ballots cast by voters; and,

WHEREAS, the tallies recorded by the Canvassing Committee are as follows:

<b>Proposition No. 1 Annex Commercial Fishing Waters</b>			
YES/NO	Poll Votes	Absentee/Questioned	Total
<b>YES</b>	<b>353</b>	<b>43</b>	<b>396</b>
<b>NO</b>	301	26	327

<b>Proposition No. 2 Levy 2.5% Raw Fish Sales Tax</b>			
YES/NO	Poll Votes	Absentee/Questioned	Total
<b>YES</b>	<b>352</b>	<b>44</b>	<b>396</b>
<b>NO</b>	302	25	327

Recap of All Ballots Issued	Total issued	Total counted (properly cast)
<b>POLL BALLOTS</b>	658	658
<b>ABSENTEE VOTE IN PERSON BALLOTS</b>	58	58
<b>ABSENTEE VOTE BY PERSONAL REPRESENTATIVE</b>	8	7
<b>ABSENTEE VOTE BY MAIL</b>	2	2
<b>QUESTIONED</b>	44	2
<b>TOTAL BALLOTS</b>	770	727

NOW, THEREFORE, BE IT RESOLVED by the Dillingham City Council, that the April 10, 2012, Special City Election was held valid to the best of our knowledge; and

BE IT FURTHER RESOLVED that the results are certified as follows:

1. That Proposition No. 1, Annex Commercial Fishing Waters passed having received the greatest number of votes cast.
2. That Proposition No. 2, Levy a 2.5% Raw Fish Tax passed having received the greatest number of votes cast.

PASSED and ADOPTED by the Dillingham City Council on April 19, 2012.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

**CERTIFICATE OF CANVASSING COMMITTEE RESULTS**

**CITY OF DILLINGHAM  
OFFICIAL TALLY REPORT  
April 12, 2012**

Municipal Election – April 10, 2012

<b>Ballots Cast</b> on Election Day (tape)	658	Ballots Counted on Election Day (register)	658
Absentee Voting in Person Ballots Rec'd	58	Absentee Voting in Person Ballots Counted	58
Absentee Voting By Mail Ballots Received	8	Absentee Voting by Mail Ballots Counted	7
Absentee Voting by Personal Rep Rec'd	2	Absentee Voting by Personal Rep Counted	2
Questioned Ballots Received	44	Questioned Ballots Counted	2
<b>Total Ballots Issued</b>	<b>770</b>	<b>Total Ballots Counted</b>	<b>727</b>

Proposition No. 1 Annex Commercial Fishing Waters			
YES/NO	Poll Votes	Absentee/Questioned	Total
YES	353	43	396
NO	301	26	327

Proposition No. 2 Levy a 2.5% Raw Fish Tax			
YES/NO	Poll Votes	Absentee/Questioned	Total
YES	352	44	396
NO	302	25	327

I certify that this is the Official Tally Report for the April 10, Special Election.

Paul Dumb Election Judge      4/12/12 Date

Neil C Arndt Election Judge      4-12-12 Date

Debbie Wallace Election Judge      4/12/12 Date

Don Clark Election Judge      4/12/12 Date

Stephens Jay Election Judge      4-12-12 Date

**CERTIFICATE OF CANVASSING COMMITTEE RESULTS**

**CITY OF DILLINGHAM  
OFFICIAL TALLY REPORT  
April 12, 2012**

Attest:

  
Janice Williams, City Clerk

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2012-21

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL ESTABLISHING THE LEVEL OF FUNDING FOR THE DILLINGHAM CITY SCHOOL DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2013**

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WHEREAS, Alaska Statute 14.14.060(c) provides that the Dillingham School Board ("School Board") shall submit the school budget for the following year by May 1 for approval of the total amount; and

WHEREAS, the Dillingham City Council ("City Council") shall determine the total amount of money to be made available from local sources for school purposes within 30 days after the School District presents the budget request to the City; and

WHEREAS, the School Board submitted a proposed FY 2013 Budget of \$10,031,490 which includes a request of \$1,300,000 less Bond contribution of \$100,000 in local revenue from the City on March 29, 2012; and

WHEREAS, the City Council shall determine the total amount of money to be made available from local sources for School purposes and shall furnish the School Board with a statement of this sum on or before March 29, 2012; and

WHEREAS, AS 14.17.410(2) requires a contribution from the City in the amount of the equivalent of a 4 mill tax levy on the full and true value of the taxable real and personal property as of January 1, 2012, (2<sup>nd</sup> preceding year), which is calculated to be a local contribution in the amount of \$ 636,857; and

WHEREAS, the City Council wishes to allocate the minimum required amount to meet the City's legal obligation which is 4 mill equivalent to property tax or \$635,298, and 1% of sales tax equivalent, estimated at \$425,000, a total of \$1,061,857 for the education operating budget for the Fiscal Year ending June 30, 2013; and,

WHEREAS, the actual amount to be appropriated for School District purposes will be made a part of the City's FY 2013 Budget;

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council has determined regarding additional funds which may be available to the School District based upon State funding of local governments and other information made available by this date, that the school appropriation be set at \$1.30 Million with \$1.20 Million for operating costs and \$100,000 for major maintenance which for FY 2013 will cover the school bond payment.

PASSED AND ADOPTED by the Dillingham City Council on April 19, 2012.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

\_\_\_\_\_  
Janice Williams, City Clerk

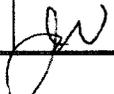
**Subject:** A resolution of the Dillingham City Council establishing the level of funding for the Dillingham City School District for the fiscal year ending June 30, 2013

Agenda of: April 19, 2011

Council Action:

Manager: Recommend approval.

City Manager:   
Dan Forster

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade		
X	City Clerk / Janice Williams		

Fiscal Note: Yes \_\_\_\_\_ No X Funds Available: Yes \_\_\_\_\_ No \_\_\_\_\_

**Attachment(s):**

- FY 2013 Dillingham City School District Budget (Non Finance & Budget Committee Members)

**Summary Statement.**

The DCSD budgeted revenues from the City are \$1.3M less \$100,000 toward the school bond payment same as the prior year.

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2012-22

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT WITH \_\_\_\_\_ FOR STATE LOBBYING SERVICES**

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WHEREAS, the City of Dillingham monitors legislative, administrative, and regulatory actions of the State and federal government, especially those that could impact the community; and

WHEREAS, the City submits annual requests for funding assistance to the Governor and Legislature for key infrastructure projects and actively promotes these projects; and

WHEREAS, the City is affected by federal regulatory mandates and funding opportunities, and

WHEREAS, the City requires the services of a professional lobbyist to represent Dillingham's interests at the state level and to provide professional services to the Mayor, City Council, and City Manager regarding lobbying efforts; and

WHEREAS, the City of Dillingham solicited proposals to select a qualified firm or individual to provide lobbying services at the state level and relevant federal issues for the City of Dillingham for the purpose of influencing legislative or administrative actions as directed or requested by the City; and

WHEREAS, the City received five proposals from professional firms which were reviewed by a Committee consisting of Mayor, City Manager, and two Council Members and the Committee recommends the hiring of \_\_\_\_\_ for the lobbying services for a not to exceed amount of \$ \_\_\_\_\_;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Dillingham City Council approves the contract for professional lobbying services with \_\_\_\_\_.
2. The Dillingham City Council authorizes the City Manager to execute said contract.

PASSED and ADOPTED by the Dillingham City Council on \_\_\_\_\_.

SEAL:

\_\_\_\_\_  
Alice Ruby, Mayor

ATTEST:

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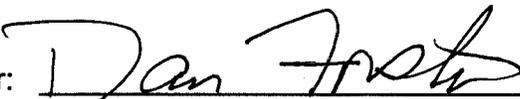
Janice Williams, City Clerk

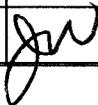
**Subject:** A resolution of the Dillingham City Council authorizing the City Manager to Award a Contract with \_\_\_\_\_ for state lobbying services

Agenda of: April 19, 2011

Council Action:

Manager: Recommend approval.

City Manager:   
Dan Forster

Route To:	Department / Individual	Initials	Remarks
	Finance / Carol Shade		
X	City Clerk / Janice Williams		

**Fiscal Note:** Yes \_\_\_\_\_ No \_\_\_\_\_ Funds Available: Yes X No \_\_\_\_\_

**Attachment(s):**

- Contract for Professional Services

**Summary Statement.**

The City budgeted \$35,000 in its FY 2012 budget for lobbying services. A request for proposals for state lobbying services was advertised in the City website under Projects for Bidding. An ad was placed in the Anchorage Daily News and the Juneau Empire for Sunday, January 15, and January 22, Wednesday, January 18 and January 25, and Friday, January 20 and January 27. A review committee was created consisting of Mayor, City Manager, and two Council members. The City received and reviewed five (5) proposals: Two (2) firms were short-listed by the Committee.

The Committee will reconvene Monday, April 16, at 5:30 p.m., for the purpose of selecting a firm to be the City's lobbyist and to make a recommendation to the Council at their April 19 Regular Council Meeting.

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ (referred to as "Consultant") and the City of Dillingham ("City"). For good and valuable consideration, the receipt whereof is hereby acknowledged, Consultant and City agree as follows:

WHEREAS the City is in need of a professional lobbying service to represent the City of Dillingham's interests at the state level and to provide professional advice to the Mayor, City Council, and City Manager regarding lobbying efforts; and

WHEREAS the City is desirous of engaging the services of Consultant as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### 1. Employment of Consultant

The work to be performed by Consultant pursuant to this Agreement is all tasks assigned by the City Manager or the City Council. A more specific identification of Consultant's professional services to be provided in accordance with the provisions of this Agreement is listed in Appendix A "**Scope of Work**," incorporated herein by reference and such other duties as requested by the City Manager or the City Council.

### 2. Time of Performance

The Consultant shall proceed immediately to perform the work described in Appendix A; however, the Consultant is not authorized to perform any work or incur any expense which would cause the amount for which the Consultant requests payment under this Agreement to exceed the amount set forth in paragraph 3 without the prior approval of the City. Consultant shall complete all services in accordance with the schedule set forth in Appendix A. The contract term shall be from April \_\_\_\_, 2012 through June 30, 2013, with an option for an extension based upon a satisfactory review by the Mayor and City Council of services provided.

### 3. Fee

The City shall pay Consultant a fee estimate for a not-to-exceed amount of \$\_\_\_\_\_, including expenses such as travel and office expenses.

### 4. Payments

The City agrees to make payments to Consultant as services are performed and costs are incurred, provided Consultant submit one (1) copy of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by the City.

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ (referred to as "Consultant") and the City of Dillingham ("City"). For good and valuable consideration, the receipt whereof is hereby acknowledged, Consultant and City agree as follows:

WHEREAS the City is in need of a professional lobbying service to represent the City of Dillingham's interests at the state level and to provide professional advice to the Mayor, City Council, and City Manager regarding lobbying efforts; and

WHEREAS the City is desirous of engaging the services of Consultant as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### 1. Employment of Consultant

The work to be performed by Consultant pursuant to this Agreement is all tasks assigned by the City Manager or the City Council. A more specific identification of Consultant's professional services to be provided in accordance with the provisions of this Agreement is listed in Appendix A "Scope of Work," incorporated herein by reference and such other duties as requested by the City Manager or the City Council.

### 2. Time of Performance

The Consultant shall proceed immediately to perform the work described in Appendix A; however, the Consultant is not authorized to perform any work or incur any expense which would cause the amount for which the Consultant requests payment under this Agreement to exceed the amount set forth in paragraph 3 without the prior approval of the City. Consultant shall complete all services in accordance with the schedule set forth in Appendix A. The contract term shall be from April \_\_\_\_\_, 2012 through June 30, 2013, with an option for an extension based upon a satisfactory review by the Mayor and City Council of services provided.

### 3. Fee

The City shall pay Consultant a fee estimate for a not-to-exceed amount of \$\_\_\_\_\_, including expenses such as travel and office expenses.

### 4. Payments

The City agrees to make payments to Consultant as services are performed and costs are incurred, provided Consultant submit one (1) copy of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by the City.

Billing invoices shall be submitted monthly at the end of each month. Invoices shall be accompanied by a monthly activity report detailing work and accomplishments.

All invoices are otherwise due and payable within thirty (30) days of receipt by the City.

**5. Services Supplied by City**

City shall provide Consultant with a vehicle for their use on each occasion the Consultant is performing work as the City's Consultant in Dillingham during the term of the agreement.

**6. Independent Contractor Status**

In performing under this Agreement, Consultant acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

**7. Personnel**

Consultant agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced, and well qualified for the work assigned. No person objected to by the City shall be employed by the Consultant for work hereunder.

**8. Indemnification**

To the maximum extent permitted by law, Consultant shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Consultant, its agents or employees while performing under the terms of this Agreement.

**9. Assignment**

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

**10. Subcontracting**

Consultant may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

**11. Designation of Representatives**

The parties agree, for the purposes of this Agreement, that the City shall be represented by and may act only through the City Manager or Mayor or such other person as they may designate in

writing or is identified in Appendix A. Consultant shall be represented by and may act only through \_\_\_\_\_.

## **12. Termination**

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice. Upon termination of this Agreement, the City agrees to reimburse Consultant the pro rata amount of compensation for the percentage of work completed up to and including the date the City mailed notification of termination.

## **13. Insurance**

Consultant shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Consultant and the City against liability that may accrue against them or either of them in connection with the performance of Consultant under this Agreement:

(a) Insurance in at least the required statutory amounts covering claims under workers' compensation, disability benefits and other similar employee benefit acts;

(b) Commercial general liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$500,000;

(c) Auto Liability insurance with a combined single limit per accident for bodily injury and property damage of \$1,000,000; and

(d) Professional liability errors and omissions insurance with limits of liability per claim in an amount of not less than one million dollars (\$1,000,000).

## **14. Insurance Certificate**

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City, shall have deductibles satisfactory to the City, shall not be subject to cancellation or any material change except after thirty (30) days written notice to the City, and shall provide that no failure of Consultant to comply with any condition or provision of this Agreement or other conduct of Consultant or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the City. If Consultant fails to comply with these insurance requirements, the City may terminate this Agreement on ten (10) days written notice.

All insurance policies or other contract security required in this Agreement except for professional errors and omissions coverage shall allow claims to be filed based upon the time of an occurrence, and shall not provide for a shorter period in which to make claims than that provided by the applicable statute of limitations. The coverage required by this Agreement shall cover all claims arising in connection with the performance of the Consultant under this Agreement, whether or not such claim is asserted during the term of this Agreement and even

though judicial proceedings may not be commenced until after the expiration of this Agreement.

If professional liability errors and omissions insurance is provided on a "claims made" basis, such coverage shall be maintained for at least two (2) years following the length of contract.

All insurance policies shall be written as primary policies; shall waive subrogation against City, its agents and employees; shall not be contributing with, or in excess of, any insurance coverage that the City may otherwise carry, and shall name the City as an additional insured. All insurance provided under this Agreement must remain fully available to satisfy claims arising out of this Agreement, notwithstanding any other claims that may be filed against that policy.

#### **15. Claims Recovery**

Claims by the City resulting from Consultant's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. City shall notify Consultant of any such failure, default or damage there from as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

#### **16. Compliance with Applicable Laws**

Consultant shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, APOC requirements, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted consulting practices and shall comply with all applicable codes and standards.

#### **17. Records and Audit**

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit by City or any of its authorized representatives at all reasonable times for the purpose of making an audit, examination, or of obtaining excerpts and transcriptions.

#### **18. Notices**

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

**To City:**

**To Consultant:**

City Manager  
City of Dillingham  
P. O. Box 889  
Dillingham, AK 99576

**19. Venue and Applicable Law**

The venue of any legal action between the parties arising as a result of this Agreement shall exclusively be laid in the Third Judicial District of the Superior Court of the State of Alaska, at Dillingham, Alaska, and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.

**20. Attorney's Fees**

In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal there from.

**21. Waiver**

No failure on the part of either City or Consultant to enforce any covenant or provision herein contained, nor any waiver of any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the City or Consultant to enforce the same or any other provision in the event of any subsequent breach or default.

**22. Binding Effect**

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

**23. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

**CITY OF DILLINGHAM**

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

By: \_\_\_\_\_  
Dan Forster  
City Manager

\_\_\_\_\_

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

BY: \_\_\_\_\_

## **APPENDIX A**

### **SCOPE OF SERVICES**

Consultant shall provide the following services upon request of the City Manager or the City Council:

#### **Scope of Work**

The Consultant will communicate directly or through consultant's agents with any appropriate public official for the purpose of influencing Legislative or Administrative action as directed or requested by the City, and in the best interests of the City.

In this regard, the Consultant shall:

- A. Receive guidelines for lobbying efforts from the City Council through the City Manager and work within such guidelines to promote, advocate, support, modify, oppose, or delay any appropriate Legislative or Administrative action. Modifications to these guidelines may be made from time to time by the City.
- B. Communicate with the Mayor and/or City Council for the purpose of acquiring necessary available information, statistics, studies, and analyses to use as back-up and support material in support of Consultant's lobbying activities.

The Consultant will be called upon to arrange meetings and/or conferences, provide information and/or research, and provide such other services as required or convenient to enhance communication between the City and all branches of the State Government.

The Consultant shall provide reports and professional advice to the City regarding Consultant's lobbying efforts on behalf of the City. In this regard, the Consultant shall:

- A. Maintain regular contact with the City through the Mayor and Manager on the status of pending legislation or capital projects and regularly promote the City's interests with appropriate legislators, agencies, and staff throughout the year, but especially during the legislative sessions.
- B. Provide written monthly reports to the City, and such reports shall include, but shall not be limited to, contacts and progress made on behalf of the City, changes in the status of capital projects, legislation, and any anticipated problem areas of which the Consultant becomes aware.
- C. Travel to Dillingham to meet with the Mayor, Council, and City staff once each year.
- D. Exercise best professional judgment in all matters relating to work for the City of Dillingham and immediately report any position or action taken which involves an area of uncertainty or controversy.

**Janice Williams**

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**Subject:** FW: Planning Commission seat appointment

**From:** Andy Anderson [<mailto:untlii@yahoo.com>]

**Sent:** Friday, April 13, 2012 1:33 PM

**To:** Alice Ruby

**Subject:** Planning Commission seat appointment

Mayor Ruby

I am quite interested in serving on the City of Dillingham Planning Commission and will accept such appointment. Thank you for your consideration.

Andy Anderson

PO Box 1530

1539 Wood River Road

Dillingham, AK 99576

ph. 907-842-1243

cell. 907-843-0959

e-mail. [untlii@yahoo.com](mailto:untlii@yahoo.com)

January 10, 2012

City Clerk's Office  
City of Dillingham  
PO Box 889  
Dillingham, AK 99576

Mayor Alice Ruby,

I would like to serve on the City of Dillingham's Planning Commission. I have a Bachelors degree in Civil Engineering and have studied city planning informally for many years. I am especially interested in how the layout of a community affects the well-being of its residents. I look forward to working with city personnel and residents in implementing some of the ideas contained in the Comprehensive Plan. I feel that my work with the Parks and Recreation Committee will overlap effectively with a position on the Planning Commission. Feel free to contact me for more information on my background and interest.

Sincerely,

Patrick Solana Walkinshaw

**RECEIVED**

JAN 10 2012

CITY OF DILLINGHAM  
CITY CLERK

April 4, 2012

To Michael Walton, NRM II, Alaska DNR, DML&W,  
Water Resources Section:

Via email to: [michael.walton@alaska.gov](mailto:michael.walton@alaska.gov)

Re: AHEA A123097, Millrock Humble Project - Agency  
Notice for Temporary Use of Water, TWUP F2012-049,  
TWUP F2012-069 through TWUP F2012-073



Dear Mr. Walton: I am writing on behalf of The Nushagak-Mulchatna / Wood-Tikchik Land Trust (Land Trust) to provide comment on the above referenced TWUPs.

Comment #1: I was recently provided a copy of this notice through informal channels and note the comment period expired March 13. The nature of the notice goes to my first comment and objection to issuing these TWUP's at this time. I am not aware that any of the communities within the Nushagak River Watershed where this activity will occur were provided actual notice of these permit applications through their representative governments and organizations, in particular the municipal and tribal governments and ANCSA corporation landowners. The cities of New Stuyahok, Ekwok and Dillingham are subdivisions of the state and should receive actual notice. The Curyung Tribe, the Ekwok Village Council, the New Stuyahok Tribal Council and the Koliganek Village Council are all federally recognized tribal governments that should also be accorded actual notice. The village corporations are the closest private landowners to the deposit and permission from them will be necessary if the Millrock deposit is ultimately to be developed. They too should receive notice. Likewise, these permits should not be issued without public hearings in the region and a reasonable opportunity for residents of the region to provide comment.

The Nushagak-Mulchatna Watershed Council adopted a framework called "Standards and Practices for Responsible Mining in the Nushagak River Watershed" (copy provided). Copies were provided to DNR and to Millrock several months ago. The Standards provide guidance with respect to notice and comment as follows:

## II. Standards and Practices for Exploration Activities

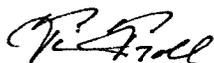
A. No permit for exploration, including Temporary Water Use Permits issued by the Alaska Department of Natural Resources (ADNR), should be issued without actual notice to the communities and residents of the watershed, a ninety-day comment period and at least one public hearing in Dillingham and one public hearing in the community closest to the proposed exploratory activity.

Comment #2: It does not appear from the material submitted by Millrock to DNR that any reference is made to streams in the claim area nominated to the Anadromous Waters Catalog (AWC) by the Land Trust in September of 2011 and recently added to the AWC

by ADF&G. Streams in the AWC should not be disturbed without a habitat permit from ADF&G. To the extent Millrock's temporary water use will affect unsurveyed streams, our sampling from 2011 justifies a presumption that those streams are habitat for coho salmon and Dolly Varden that are probably anadromous. Therefore, appropriate precautions should be taken to protect that habitat. A map of nominated stream reaches is provided as well as a report of the findings from the 2011 survey conducted by the Land Trust.

Comment #3: The applicant states that stream flow will be monitored "during operations to ensure the pumped water for drilling operations is not removing too much water from the streams to reduce potential fish habitats." Research conducted by the Land Trust in 2011 confirms the area in which the drilling activity will occur is fish habitat. The applicant does not state how it will be determined whether pumping is withdrawing too much water, and whether the person monitoring that activity is qualified to make such determinations.

Sincerely,  
NUSHAGAK-MULCHATNA / WOOD-TIKCHIK LAND TRUST



Tim Troll  
Executive Director

cc.

Alice Ruby, Mayor, City of Dillingham  
Tiel Smith, Bristol Bay Native Corporation  
Richard King, Ekwok Tribal Council  
Herman Nelson, Koliganek Village Council  
Luki Akelkok, Nushagak-Mulchatna Watershed Council  
Greg Beischer, Millrock Resources, Inc.  
Rick Tennyson, Choggiung LTD  
Bud Hodson, Tikchik Narrows Lodge  
Pat Vermillion, Royal Coachman Lodge  
Representative Bryce Edgmon