



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

BOARD OF EQUALIZATION MEETING	6:30 P.M.	SEPTEMBER 6, 2012
REGULAR MEETING	7:00 P.M.	SEPTEMBER 6, 2012

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

- A. Regular Meeting, August 9, 2012

IV. APPROVAL OF CONSENT AGENDA

APPROVAL OF AGENDA

V. STAFF REPORTS

- A. City Manager Report
B. Standing Committee Reports

VI. PUBLIC HEARINGS

- A. Ordinance No. 2012-15, An Ordinance of the Dillingham City Council Amending Chapter 8.16 of the Dillingham Municipal Code Related to Enhanced 911 Service to Increase the Surcharge for Enhanced 911 Service from \$1.46 Per Month to \$1.76 Per Month

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

VIII. ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 2012-15, An Ordinance of the Dillingham City Council Amending Chapter 8.16 of the Dillingham Municipal Code Related to Enhanced 911 Service to Increase the Surcharge for Enhanced 911 Service from \$1.46 Per Month to \$1.76 Per Month
- B. Introduce Ordinance No. 2012-16, An Ordinance of the Dillingham City Council Amending Title 7, Animals, and Adding Chapters 7.08.011, Investigations of Cruelty to Animal Complaints, and 7.08.015, Seizure of Animals

- C. Introduce Ordinance No. 2012-17, An Ordinance of the Dillingham City Council Amending Chapter 3.60.050, Ballots- Marking, Validity – Removal Prohibited, and Adding Chapter 3.60.055, Write-In Candidates
- D. Resolution No. 2012-50, A Resolution of the Dillingham City Council Extending Appraisal Co. of Alaska's Contract to FY 2013
- E. Resolution No. 2012-51, A Resolution of the Dillingham City Council Authorizing The City Manager To Contract with Premera Blue Cross To Provide Health Insurance for the City of Dillingham Employees

IX. UNFINISHED BUSINESS

- A. Animal Shelter Facility
- B. Committee Appointments
 - 1. Library Board – 1 Seat
 - 2. Selection Committee – Police Chief Hire
 - 3. Cemetery Committee
- C. Offer of Land Transfer

X. NEW BUSINESS

- A. Action Memorandum No. 2012-03, Authorize City Manager to Enter Into a Contract with Project Manager with Aurora SMA
- B. Action Memorandum No. 2012-04, Award a Contract to Supply Sand and Gravel for FY 2013
- C. Action Memorandum No. 2012-05, Reclassification of the Fire Department Coordinator Position

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
 - 3. Manager Strategy

XV. ADJOURNMENT

I. CALL TO ORDER

The Regular Meeting of the Dillingham City Council was held on Thursday, August 9, 2012, at the Dillingham City Council Chambers, Dillingham, Alaska. Mayor Alice Ruby called the meeting to order at 7:11 p.m.

II. ROLL CALL

Mayor Alice Ruby was present.

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

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

Staff in attendance:

Rose Loera, City Manager
Malcolm Brown, Public Works Director
Steve Cropsey, Project Manager
Nancy Chamberlain, Interim Chief of Police
Jody Seitz, City Planner
Carol Shade, Finance Director
Janice Williams, City Clerk

Guests:

Dan Forster
Attorney Brooks Chandler – *via teleconference*
Attorney William Mede – *via teleconference*

III. APPROVAL OF MINUTES

- A. Regular Meeting, June 21, 2012
- B. Special Meeting, June 25, 2012
- C. Special Meeting, June 29, 2012
- D. Special Meeting, June 30, 2012

MOTION: Tim Sands moved and Paul Liedberg seconded the motion to approve the minutes of June 21, June 25, June 29 and June 30.

(Clerk Note: June 25 minutes - added the word excused after Keggie Tubbs absent; June 29 minutes – added Malcolm Brown and Lee Foley under category Guests.)

MOTION: The motion passed unanimously.

IV. APPROVAL OF CONSENT AGENDA

- A. Resolution No. 2012-38, A Resolution of the Dillingham City Council Amending the Bank Signature Cards for City Bank Accounts Due to a Change in Personnel
- B. Resolution No. 2012-39, A Resolution of the Dillingham City Council Expressing Thanks and a Commendation to Dan Forster
- C. Resolution No. 2012-40, A Resolution of the Dillingham City Council Expressing Thanks and a Commendation to Steve Cropsey
- D. Resolution No. 2012-41, A Resolution of the Dillingham City Council Approving an Encroachment Permit for the Installation of a New Utility Pole and Underground Power Lines on Windmill Hill Road

MOTION: Keggie Tubbs moved and Tim Sands seconded the motion to approve the consent agenda as presented.

VOTE: The motion passed unanimously.

APPROVAL OF AGENDA

MOTION: Tim Sands moved and Keggie Tubbs seconded the motion to approve the agenda as presented.

VOTE: The motion passed unanimously.

V. STAFF REPORTS

- A. City Manager Report

City Manager reported:

- Capital Improvements Projects – process was being refined by key staff with the assistance of Dan Forster, would be seeking community as well as staff input on projects, working with City’s lobbyists on a better timeline to present CIP list to the Governor’s office;
- Smart Energy – City’s Attorney and key staff reviewed and commented on the MOU, firm is interested in making a presentation possibly in September.

Mayor Ruby commented the Council would be interested in a presentation, and reviewing the agreement.

- Fire Dept. Audit – City was given additional time to work on items requiring attention that, if not addressed, could result in a rise in fire insurance premiums for homeowners; currently analyzing the issues, of which some could have a cost associated.

Finance Director Carol Shade reported the sales tax audit was scheduled for November.

Discussion:

- asked for a report on the fish waste container for the next Council meeting.

City Planner Jody Seitz reported the Port land swap was an old arrangement between the City of Dillingham, N&N Market, and the Sea Inn to trade land between the three entities in order to clean up boundaries, and allow for the fencing off of the Port. A survey was being planned for this year.

B. Standing Committee Reports

Tim Sands, Chair, Code Review Committee reported on task list items:

- Manager Authority to Settle Unpaid Accounts - would be asking that a review of penalty and interest provisions be added to Code Committee's task list,
- Animal code – would be presenting an ordinance that would align the code with State statute;
- Write-in Votes – would be presenting an ordinance that would align code with State statute;
- Regulating commercial licenses – does City want to have regulations for taxi cabs.

MOTION: Keggie Tubbs moved and Bob Himschoot seconded the motion to change the Code Committee's assignment to remove tax incentives, and add looking into penalty and interest as written in code, and a commercial license ordinance.

VOTE: The motion passed unanimously.

MOTION: Tim Sands moved and Keggie Tubbs seconded the motion to suspend the rules in order to go into executive session and to enter into executive session under DMC, 2.09.050, regarding legal matters [7:31 p.m.].

Manager Loera, Dan Forster, Steve Cropsey, Chief Nancy Chamberlain, and Janice Williams were invited into the executive session.

GENERAL CONSENT: The motion passed without objection.

XIV. EXECUTIVE SESSION

A. Legal Matter

1. Annexation
2. Gladden vs. City of Dillingham
3. Union – Local 71
4. Recent Complaints About Public Safety Department

MOTION: Tim Sands moved and Paul Liedberg seconded the motion to come out of executive session [8:53 p.m.].

GENERAL CONSENT: The motion passed with no objection.

VI. PUBLIC HEARINGS

There were no public hearings.

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

There was no citizen's discussion.

VIII. ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 2012-15, An Ordinance of the Dillingham City Council Amending Chapter 8.16 of the Dillingham Municipal Code Related to Enhanced 911 Service to Increase the Surcharge for Enhanced 911 Service from \$1.46 Per Month to \$1.76 Per Month

MOTION: Keggie Tubbs moved and Tim Sands seconded the motion to introduce Ordinance No. 2012-15.

VOTE: The motion to introduce Ordinance No. 2012-15 passed unanimously.

- B. Resolution No. 2012-42, A Resolution of the Dillingham City Council Supporting the Submittal of Questionnaires to the Alaska Department of Environmental Conservation for Municipal Matching Grant Funds for the Landfill and Wastewater Collection System Upgrades

MOTION: Tim Sands moved and Keggie Tubbs seconded the motion to approve Resolution No. 2012-42.

City Manager Loera noted the questionnaire process was the first step in applying for a grant, and not a commitment for funding.

VOTE: The motion to approve Resolution No. 2012-42 passed unanimously.

- C. Resolution No. 2012-43, A Resolution of the Dillingham City Council Authorizing Foreclosure Proceedings on Delinquent Property Taxes for the Years 2006 - 2011

MOTION: Tim Sands moved and Keggie Tubbs seconded the motion to approve Resolution No. 2012-43.

VOTE: The motion to approve Resolution No. 2012-43 passed unanimously.

- D. Resolution No. 2012-44, A Resolution of the Dillingham City Council Authorizing a Grant of Easement to the State of Alaska for the Improvement of Kakanak Road

MOTION: Keggie Tubbs moved and Tim Sands seconded the motion to approve Resolution No. 2012-44.

VOTE: The motion to approve Resolution No. 2012-44 passed unanimously.

- E. Resolution No. 2012-45, A Resolution of the Dillingham City Council Designating Wastewater Treatment Plant Upgrades as the Number One Local State Funding Priority for Fiscal Year 2014

MOTION: Keggie Tubbs moved and Tim Sands seconded the motion to approve Resolution No. 2012-45.

Discussion:

- spoke in favor of having more than one number #1 priority, namely the public safety building, acknowledging the resolution was for AkDEC funded projects;
- commended the City of Nome for their website presentation of the CIP process; and
- suggested reconvening the Public Outreach Committee and work with other local agencies on coordinating a CIP project list.

VOTE: The motion passed unanimously.

F. Resolution No. 2012-46, A Resolution of the Dillingham City Council Authorizing the Exchange of Easements Between Choggiung Ltd. and the City of Dillingham

MOTION: Tim Sands moved and Keggie Tubbs seconded the motion to approve Resolution No. 2012-46.

VOTE: The motion to approve Resolution No. 2012-46 passed unanimously.

G. Resolution No. 2012-47, A Resolution of the Dillingham City Council Accepting a State of Alaska Homeland Security and Emergency Management (DHS & EM) Funds in the Amount of \$4,000 for Emergency Management Performance Grant (EMPG)

MOTION: Tim Sands moved and Paul Liedberg seconded the motion to approve Resolution No. 2012-47.

City Manager Loera noted the grant was for \$2,000 not \$4,000 as noted in the resolution.

MOTION: Keggie Tubbs moved and Tim Sands seconded the motion to amend the resolution.

VOTE: The motion to amend Resolution No. 2012-47 passed unanimously.

VOTE: The motion to approve Resolution No. 2012-47 as amended passed unanimously.

H. Resolution No. 2012-48, A Resolution of the Dillingham City Council Amending the Personnel Regulations, Section 11.00, Resignations

MOTION: Tim Sands moved and Paul Liedberg seconded the motion to approve Resolution No. 2012-48.

VOTE: The motion to adopt Resolution No. 2012-48 passed unanimously.

I. Resolution No. 2012-49, A Resolution of the Dillingham City Council Supporting the Reinstatement of the Coastal Zone Management Program

MOTION: Keggie Tubbs moved and Tim Sands seconded the motion to approve Resolution No. 2012-49.

Mayor Ruby noted this resolution if approved would support reinstating the coastal zone management plan.

VOTE: The motion to adopt Resolution No. 2012-49 passed unanimously.

IX. UNFINISHED BUSINESS

A. Animal Shelter Facility

Mayor Ruby noted there was nothing to report.

B. Committee Appointments

1. Library Board – 1 Seat

Mayor Ruby noted there was nothing to report.

2. Library Board - Bristol Bay Campus Seat

Mayor Ruby reported there was a seat on the Library Board to represent the Bristol Bay Campus. Brian Laurent, a Campus employee, had filed a letter of interest with concurrence by his director, and was recommending that he fill the seat.

MOTION: Tim Sands moved and Keggie Tubbs seconded the motion to concur with the Mayor's recommendation.

VOTE: The motion passed unanimously.

C. Offer of Land Transfer

Project Manager Steve Cropsey reported he had received a preliminary title report, but it was not timely enough to prepare a write up and would have a presentation for the next Council meeting.

X. NEW BUSINESS

A. Schedule a Special Meeting of the Board of Equalization (Hearing)

1. Request for a Late-Filed Appeal - Verna M. Nelson

2. Request for a Late-Filed Appeal – Randall Finkerbinder

MOTION: Keggie Tubbs moved and Tim Sands seconded the motion to schedule a special meeting of the Board of Equalization for September 6, at 6:30 PM.

VOTE: The motion passed unanimously.

Mayor Ruby appointed Tim Sands, Doug Holt, and Tracy Hightower to the BOE meeting.

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

There was no citizen's discussion.

XII. COUNCIL COMMENTS

Bob Himschoot:

- welcomed Manager Loera, Chief Chamberlain, Malcolm Brown, Steve Cropsey and Dan Forster.

Tim Sands:

- welcomed Manager Loera, Chief Chamberlain, and Malcolm Brown;
- thanked the City employees for keeping the City running during the summer;
- noted the City may want to weigh in on some of the Fish Board proposals, such as the dual permit issue; and
- voiced his concern over at least three serious motor vehicle accidents this summer, one a fatality, and what could be done, was it possible the bars were serving people who shouldn't be served.

Keggie Tubbs:

- welcomed Manager Loera, noting he was proud that the City had its first native woman City Manager, and welcomed Malcolm Brown, and Chief Chamberlain,
- congratulated local law enforcement team for the recent drug bust, and hoped those efforts would continue; and
- keep the animal shelter on the City's radar, because the lease would be up soon.

Tracy Hightower:

- welcomed the three new managers.

Paul Liedberg:

- said he echoed what others said, welcomed Manager Loera, noted he was glad to have her along with the permanent and interim employees to help the City out.

Doug Holt:

- said he echoed the comments made; and
- reported the Alaska Bar Association was in town for the first time in about eight years, and there was discussion of holding grand juries in Dillingham, and if interested in supporting this to send comments to Judge Douglas.

XIII. MAYOR'S COMMENTS

Mayor Ruby:

- noted she would be working with Manager Loera to set up an Advisory Committee to help with the Police Chief selection;
- was planning to work on establishing a Cemetery Committee in September;
- would plan to populate the Dave Carlson House Committee following the election;
- would plan to have strategic planning and priority planning after the election;
- would add to the September agenda under executive session a discussion with Manager Loera about her contract, and how things were going; and

- agreed there had been a lot of unfortunate accidents, felt it was a community-wide issue, and asked for a moment of silence to recognize all those lost since the last meeting.

XV. ADJOURNMENT

Mayor Ruby adjourned the meeting at 9:30 p.m.

Alice Ruby, Mayor

ATTEST:

Janice Williams, City Clerk

Approved: _____

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: August 29, 2012
To: Mayor and City Council
From: Rose Loera, City Manager
Subject: August Monthly Report

Bear Container – the Bear Container that was ordered was put on the barge in August and should be here in September. We will not be able to use until next year.

Disaster Declaration – I have called the State a couple of times to familiarize myself on the process for a Disaster Declaration for Dillingham. As of this report I have not been able to connect with a person – only voice mails. In listening to ADF & G's salmon report Nushagak's salmon return was ½ of what was predicted but the other fishing districts in Bristol Bay either came in higher or close to the predictions. I would think it would be hard for us to get a declaration just for Nushagak.

Fire ISO Public Protection Classification Report – In March we received a report from Insurance Services Office (ISO) after an audit they completed on our fire department. The audit was done to determine our structure fire suppression capabilities. The audit was conducted because of a possible classification change for our community. The score we received has the potential of changing our classification for Dillingham which can result in higher fire insurance rates for home owners. We presented them a plan to address some of the areas that we felt could be improved and was given until September 23 to document progress for improvement. I have asked and received an extension until November 1. The improvement plan that they accepted on May 25 included: 1) Reclassifying existing job descriptions and pay grades at the Fire Department; 2) Annual and bi-annual testing of the hydrants, pumps and hoses with logs to document testing and 3) training of staff and volunteers to the National Fire Protection Association standards. I am working with the public works director, fire chief and fire coordinator on our response to the audit.

EMP grant – At the last City Council meeting you had approved a resolution to accept a \$4,000 Emergency Management Planning grant. The grant came in at \$2,000 and was turned back to the agency because it had more requirements than the funding was worth.

Projects – Horizontal Drill project, RFP's – Library Roof and Waste/Water Treatment Plan. See attached report from Steve Cropsey.

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

City of Dillingham

BBEDC Grant – according to Dorothy at Curyung Tribal the City can apply for the 2013 BBEDC grant of \$350,000. Curyung Tribal Council would address this at their next meeting in the form of a resolution indicating support of the City receiving these funds. This funding can leverage us about \$1 million in funds for our capital projects. The municipal matching grants that we receive for water, sewer and the landfill from DEC require a 30% match. Curyung Tribal is considering using the 2012 BBEDC funding to expand the parking down at Kanakanak Beach. They will be working closely with the City on the project.

Financial Audit – Mikunda Catrell auditors will be here 9/24 – 28.

Accounting Software – ACCUFund should be totally in place by end of September. Working with this conversion, daily operations and upcoming audit finance is feeling overwhelmed.

Incident in the Harbor – I received a debriefing with the Chief of Police on the drowning last week. The Police that responded to the call did everything they could with what training and equipment they had readily available. It is apparent to us that our police need to be trained and better equipped to respond to water events.

Wells Fargo – Carol Shade and I met with the WF's Business Banker. The meeting was for me to be introduced as the City Manager and to discuss the accounts and services that WF provides to the City.

Fish & Game Proposals – At the last council meeting it was mentioned that the Fish and Game Proposals are in. I reviewed them and there are about 43 that could impact Nushagak fishing district. Many of the proposal are proposing the same thing but from different entities or people. They range from eliminating the 32' limit, eliminating the permit stacking provision, restructuring the process for processing future proposals; allowing seining for salmon etc. (just to name a few.) Following is a link to view the proposal if you wish. <http://www.adfg.alaska.gov/index.cfm?adfg=fisheriesboard.main>

Landfill – The Memorandum of Understanding that we received from Smart Tower for their proposal for Waste to Energy is not ready to be presented at this time. We are not ready to move this forward until we determine that the other entities are interested (Peter Pan and Nushagak Electric).

Complaints – continue to work closely with the Chief of Police on complaints coming into the Public Safety department.

Out of the office – October 9 – 12 and November 19 – 28.

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

STATE OF ALASKA & ALASKA STATE LEGISLATURE

Capital Improvement Projects FY14

Timeline for Submissions

1. **Late September/First week October** – Send ‘draft’ CIP list to lobbyist’s
 - This list should be all inclusive. It should include everything the City has compiled with input from the Council, all city departments, and citizens who have made a suggestion. (No resolution needed at this time)
 - This list should be broken down into various types, i.e, facilities, equipment, roads, and infrastructure... etc. (Be sure this list has smaller dollar amount projects as well)
 - The cost associated with each of these should also be included. (If you already have backup – please include. If not, don’t worry as we can work on that later)
 - Identify those projects that have already received state or federal funding. Include grant ID numbers, year of funding and any lapsing dates. (Grants to Municipalities under AS37.05.315 states that substantial and ongoing work must have begun within five years for the funding not to lapse)
 - Recognize what phase an ongoing project is in. This includes planning, design, construction, and any other appropriate stage as determined by what type of venture it is.

2. **No later than the 3rd week of October** – Submit recommendation(s) to the governor
 - Lobbyist’s will review and in conjunction with the City, identify any CIP item that might meet the criteria for the governor’s consideration for inclusion in his FY14 Capital Budget. (*Released to the public on December 15th of every year*)
 - If one or more items are agreed upon, a cover letter will be drafted to the governor and copied to his Office of Management and Budget (OMB). A copy of the letter and all packet items should also be sent to your current legislators. Since this is a reapportionment year, a copy will also need to be sent to your ‘new’ senator after the November elections.
 - At a minimum, each item will also be accompanied by a packet of back up information and detailing why this project should be considered for his budget. (Life safety issues can sometimes meet the governor’s criteria along with projects that already have a funding history, but need additional financial support to become reality. This includes items that might need a state match because of federal funding)
 - If there is time, a resolution from the City Council should also accompany the packet of information to the governor.

3. **On December 16th or later** – Submit master CIP list to newly elected legislators
 - This should be in the form of a resolution from the City. (No details necessary)
 - A cover letter should also accompany this resolution. (We can discuss the pros and cons of prioritizing any such list)
 - It’s important that the cover letter describes the process used. This will include community involvement, staff research, any Planning Commission work, and City Council involvement. Any dates that are pertinent should also be included.

4. **By mid-January** – Submit detailed master CIP list to your legislators

>FYI: Session begins on January 15, 2013<

- This should mirror your list as submitted on or after December 16th, but with all of the details for your various requests. This includes what the item is and what it will be used for, money requested, prior funding history, justification for the amount requested (do you have prior or current bids), the merits of the specific request, and any other information you deem vital for the legislative body to know.
- We suggest it be hand delivered by the Lobbying Team on behalf of the City. If a City official happens to be in Juneau during this time frame, then that individual should deliver this document accompanied by one or more of your lobbyist's.

>FYI: Day 15 (1/30/13) Supplementals for FY13 Budget due from the governor<

5. **First week of February** – Customary deadline for CAPSIS submittals by municipalities

- Your legislator will notify you as to when you will be able to start submitting your CIP list electronically to the Capital Project Submission and Information System (CAPSIS).
- The Legislative Finance Division will give you a unique Username and a password will be established for your use.
- Add any items that have come to light since your CIP list was adopted.
- Legislative offices are typically given another couple of weeks to review your submittals and from this, they develop priorities within the system. (This can only be viewed by the legislative office manipulating the list and Legislative Finance)
- Once their deadline takes place, all submittals are then considered by both the Senate and House Finance Chairs and subsequently the full Finance Committees.

>FYI: Day 30 (2/14/13) Amendments to FY14 Budget due from the governor<

>FYI: Sometime in March, re-appropriations are considered<

(The Dept. of Commerce, Community & Economic Development (DCCED) customarily notifies grantees and legislators of pending lapsing funding. These re-appropriations are normally incorporated into the operating budget bill. It is an unwritten rule that any money allocated to a particular district will stay within that district, if not stay with that particular project that it was originally intended for).

6. **April 15, 2013 (Last day of the legislative session)** – Keep your fingers crossed!

City of Dillingham

August 2012 Legislative Report

By Cliff Stone, Ian Fisk, Greg Fisk – City Lobbyist's

PAST LEGISLATION / MUNICIPAL RELATED

In this report we've highlighted a few bills from this past Legislature that affected municipal governments. Although none of the items below passed, it is indicative of the kinds of legislation that is introduced and often will be brought forward in subsequent Legislature's for their consideration once again. Some of these bills also had companions on the other side – Senate or House.

If any of these are of concern to you – good or bad, please bring them to our attention.

- A. HB 30 / Rep. Peggy Wilson – Establish a dedicated Transportation Infrastructure Fund. Also relating to local public transportation, to the municipal harbor facility grant fund, to motor fuel taxes, to the motor vehicle registration fee, to driver's license fees, to identification card fees, to the studded tire tax, and to the vehicle rental tax. Appropriations to the fund would have occurred from various sources; including fuel taxes, registration fees, studded tire tax, leases and fees on airport facilities.
- B. HB 40 / Rep. Scott Kawasaki – Optional municipal property tax exemptions for residential property. Raises the optional exclusion or exemption authorized by existing statute from \$20,000 to \$100,000 of assessed value.
- C. HB 41 / Rep. Pete Peterson – Optional municipal property tax exemptions for residential property. Clarifies that a municipality may classify residential property regarding taxation and increases the optional exclusion or exemption allowed to \$50,000.
- D. HB 52 / Rep. Charisse Millett – Related to procedures accompanying conveyance of state land to a municipality. Required the notice of municipal selection of state land to leaseholders in writing. This would be a new requirement for municipalities as the state is already required to mail a notice to all leaseholders within the borders of any land to be conveyed or otherwise disposed.
- E. HB 57 / Rep. Paul Seaton – Establishes a new bicycle grant program. Authorizes municipalities and nonprofit organizations to sponsor a program to encourage the safe use of bicycles as a mode of transportation

- F. HB 64 / Rep. Bill Stolze – Related to permanent motor vehicle registration and relating to the registration fee for noncommercial trailers and to the motor vehicle tax for trailers. Proposed a cheaper, one-time registration option of older vehicles. The bill effectively forced municipalities to do the same if they have a local registration fee, and would also limit a local permanent fee to \$100.

- G. HB 90 / Rep. Mark Neuman – Senior citizens municipal property tax exemptions/limitation. Increases the senior citizens municipal property tax exemption to the first \$200,000 of assessed value for seniors and other qualified individuals with a gross household income that does not exceed 200% of the federal poverty guidelines.

- H. HB 151 / Rep. Alan Dick – Related to occupational death benefits for peace officers and firefighters under the Public Employees' Retirement System. Allows a person who was married less than one year to a peace officer or firefighter who died between Jan. 1, 1961 and before Jan. 1, 1976 to be deemed eligible to receive and occupational death benefit.

- I. HB 170 / Rep. Eric Feige – Established municipal property tax exemptions on residences of certain volunteer emergency service's personnel and the widows and widowers of volunteer emergency services personnel. Allows a municipality to provide a property tax exemption on the first \$150,000 of property value for active fire department or emergency medical or rescue services agency volunteers, or for a surviving spouse.

- J. HB 184 / Rep. Peggy Wilson – Related to the sharing of tax revenue from the fisheries business tax and fishery resource landing tax with municipalities. This bill would have altered the sharing formula for receipts from the fisheries business and resource landing taxes based on where unprocessed product is landed. To offset the impact of this change, the bill increases the sharing rate from 50/50 to 75/25 on favor of local communities.

- K. HB 201 / Rep. David Guttenberg – Established a legislative task force to improve provision of broadband services across the state.

- L. HB219 / Rep. Eric Feige – Exempted certain activities of ambulance, emergency, and fire department services from regulation as insurance.

- M. HB 236 / Rep. Bob Lynn – Modified Defined Contribution Plan. Would have offered existing and new employees in PERS/TRS a choice to stay in the current defined benefit plan or move to a modified defined contribution plan.

- N. HB 290 / Rep. Alan Austerman – Establish and endow an Alaska Grant Program. Would have created a new grant program to provide dollar for dollar challenge funds to support growth of community foundations around Alaska.

- O. HB 305 / Rep. Berta Gardner – Muni property tax exemptions for religious organizations. Removes the religious teacher exemption in current law and re-establishes the religious tax exemption for homes of religious officials.
- P. HB 347 / Rep. Kurt Olson – Prohibited the use of municipal funds to support or oppose an initiative proposal filed with the lieutenant governor or to circulate a petition for a statewide ballot initiative without approval by municipal voters at an election and to the reporting of certain expenditures.
- ◇◇◇◇◇
- Q. SB 57 / Sen. Linda Menard – Senior Citizens Municipal Property Tax Exemptions. Exempts the first \$200,000 of assessed property value for seniors and other qualified individuals if the state appropriates an amount sufficient to fully fund reimbursements at the increased exemption amount. Another provision would have expanded a municipality's ability to authorize exemptions.
- R. SB 97 / Sen. Finance Committee – This bill proposed additional appropriations for community revenue sharing and public education if the price of North Slope crude oil exceeds a specified trigger price. It also adjusted the formula for payments to communities.
- S. SB 142 / Sen. Johnny Ellis – Made appropriations from the constitutional budget reserve fund under art. IX, sec. 17(c), Constitution of the State of Alaska, to the Alaska permanent fund and the Alaska pension trust reserve fund. It would have appropriated \$2 billion to this new fund.
- T. SB 147 / Sen. Albert Kookesh – Water and Sewer Task Force. Created a one year task force to assess how to provide safe and sustainable water and sewer systems to all rural areas.
- U. SB 152 / Sen. Hollis French – This bill would have required legislative approval before the issuance of an authorization, license, permit, or approval of a plan of operation for a large-scale metallic sulfide mining operation that could affect water in or flowing into or over the Bristol Bay Fisheries Reserve.
- V. SB 183 / Sen. Bettye Davis – This law would have authorized municipalities to exempt from tax, by ordinance approved by the voters in the municipality, the real property that is the primary residence of a resident who is the widow or widower of a person who was killed while in the military service of the United States.
- W. SB 208 / Sen. Joe Paskvan – Established an Alaska intrastate mutual aid system for participating political subdivisions. It also codified the duties of the Alaska division of homeland security and emergency management and the duties of the Alaska State Emergency Response Commission.
- X. SB 213 / Sen. Johnny Ellis – Requires use of certain products used in public agency construction contracts to be made in the U.S. "Public agency" includes municipalities and school districts.

NOTES

1. August 2, 2012 – Sent an email to city manager Rose Loera for distribution as she saw fit. The “no subject” email was concerning a notification from the Alaska Dept. of Fish & Game (ADF&G) calling for proposals for the **Alaska Sustainable Salmon Fund (AKSSF)**. Over the years, various municipalities have applied for and been granted money under this funding stream. A list of past projects can be found on the AKSSF website at: www.akssf.org. We were simply passing this along for your information, not knowing if you are already on this particular ‘notification list’ from ADF&G. The deadline for such submittals is: 9/19/12. Please let us know if you already receive such distribution lists.
2. August 8, 2012 – Cliff Stone participated in a teleconference with city manager Rose Loera and former city manager Dan Forster. The purpose of the meeting was to establish a timeline of events in the legislative process. This was done primarily to focus on the capital improvement projects (CIP) the city is considering and when to submit such proposals. With verbal and written input from both Rose and Dan, a rough timeline was established. I was charged with distilling this discussion and polishing a “final” draft product for consideration.
3. August 10, 2012 – I submitted a draft timeline for CIP’s FY14 to Ms. Loera and copied to Mr. Forster. The email also presented several notes elaborating on the order of this timeline and other ancillary comments. Another item to consider for a timeline is your anticipated visit to Juneau during the next legislative session. As I stated in this email, we’ll be happy to clarify any item contained within the timeline or answer other questions you may have about the CIP process.
4. In our next report, we will sift through the results of the Primary Election conducted on August 28th and provide you with an update on selected House and Senate races. In addition, we will supply you with a spreadsheet of the 2012 General Election candidates list as an addendum to that report.
5. Since there were two other items on the statewide ballots, we will report on the outcome of those issues; that being the ACMP ballot initiative and the tax exemption measure as previously reported. If either of these passes and warrants an explanation or further analysis, we will provide you with those details.
6. In our next report, we will also focus on past legislation from the 27th Alaska Legislature that dealt with educational issues, both budget and program wise. As with this report dealing with failed ‘municipal related’ bills, we will spotlight those educational bills that were unsuccessful these past two legislative sessions.

~ End Report ~

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: August 30, 2012
To: Rose Loera, City Manager
From: Steve Cropsey Project Mgr. 
Subject: Project Status

FORCE MAIN HDD: Trenchless Construction has had a few minor challenges to prosecution of the project. On Saturday August 25 the City's sewer manhole in the roadway near the City Dock became clogged with sand and drilling mud. Director Brown called out Nup Shade and he brought the pumper truck and sewer jetting equipment to assist in clearing the blockage. Mr. Shade working with the Trenchless crew cleared the blockage in about three hours. No customers were affected as the blockage was eliminated before there was any significant backup of sewerage material. Mr. Shade's knowledge of the system allowed quick and relatively easy clearing of the blockage. Trenchless Const. has considerable experience in HDD technology and uses well-maintained and newer equipment to accomplish the work. The Project is on schedule and should be complete by October 1st.

LIBRARY RE-ROOF: Advertising has been placed for a design team to provide Construction Contract Documents for the project. No inquiries have been received from design professionals during the two weeks of advertising. This is probably due to the relatively small size of the project. Advertising for the RFP has been suspended and the project will be offered direct to contractors as a design and build project. (Similar to the Animal Shelter project last year) Advertising, stating conditions for a design and build RFP to contractors of the library re-roof will begin by the end of September. In the long run this approach will probably save the project money and will get immediate contractor attention. This approach is allowed both by City Code and the State granting agencies.

WASTE WATER TREATMENT PLANT UPGRADES: Advertising for design and engineering services began August 15, 2012. This project is listed on AEPlans.com and has had over 30 "Hits". Deadline for filing design team proposals is September 17th. City Manager, Loera and Steve Cropsey work together to select a proposal review committee. (As is usual Steve Cropsey will not participate in the selection process except as requested for reference by the selection committee.) After the committee selects the most qualified team the fee will be negotiated. The team selected and fee proposal will be presented to the City Manager and City Council with a recommendation to award.

ROLAND THOMAS LAND ACQUISITION: Lots 8 and 11 of Block 6 are listed on the Tax Foreclosure List of 11.4.2011 adopted by Council. Mr. Thomas is willing to deed the lots to the City in lieu of foreclosure or sell the lots to the City subject to the taxes for one dollar (\$1.00) thereby getting out from under any financial obligation to the City. The City Attorney is reviewing the issue and will determine which is the most expeditious and beneficial to the City. Either action will in the end cost the City less than going through the foreclosure process to acquire lots. The current property taxes due on the lots are \$903.54 and the current assessed value of both lots is \$10,600.00. The lots are unimproved with no improved access. They are located behind (North of) the boat storage yard next to the post office. After getting the lots back the City can sell the lots to recoup costs and potentially profit from the transaction. Of course once the lots are ultimately sold they will be back on the tax roles. Once the City Attorney Determines the best course of action further Council action will be defined. It may be that the City can accept the Deed without any further Council action but the Council will be kept informed as to the acquisition process. There are no liens other than the City Tax liens on the property.

Thank you for the opportunity to continue providing project management service to the City of Dillingham.

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: August 28, 2012
To: Rose Loera, City Manager
From: Janice Williams, City Clerk *JW*
Subject: Monthly Report

Regular City Election, October 2, 2012

As of today, a declaration of candidacy has been filed on all seats. This includes the office of Mayor, 4 Council seats, and 2 School Board seats.

All seats are for three year terms except Council seats A & B. When a seat is vacated during the term of office, the vacant seat is filled only until the next regular annual election. For Council seats A & B, one year is remaining from a three year term.

Election Judges

Keggie Tubbs has agreed to be the Election Chair for the October 2 election. Election judges will be Dana Clark, Steve Foy, Sherry Christensen, Curt Armstrong, and Eunice Wahl as an alternate.

Two new ordinances to be introduced:

The Code Review Committee is recommending the introduction of two ordinances at the September 6 Council meeting. Both have been forwarded to Attorney Chandler for his review and comment. I have not heard back from him, but given the late submittal, we may have to distribute an amended copy prior to the Council meeting.

Ordinance No. 2012-16 – Amends Title 7, Animals and adds two chapters pertaining to investigation and seizure of animals due to animal cruelty. This ordinance was created to change the length of time an animal can be held before being put up for adoption, to change the title of Community Service Officer to Animal Control Officer, to extend the chapter on animal cruelty and protective custody, and to make a few minor adjustments for clarification purposes. This ordinance will be scheduled for a public hearing and adoption October 4.

Ordinance No. 2012-17 – Amending Chapter 3.60.050, Ballots – Marking, validity-Removal prohibited, and adding chapter 3.60.055, Write-in candidates. This ordinance was created to add the criteria for what is acceptable as a mark on a ballot, to add the requirement that a write-in candidate file a letter of intent prior to the election and after the period for filing a

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

declaration of candidacy has ended, and to add write in votes shall only be tallied if the total number of write-ins for an office exceeds the smallest number of votes cast for a candidate for that office whose name is on the ballot.

This ordinance will be scheduled for a public hearing and adoption November 1, not October 4. The timing for introducing this ordinance is such that it would cause unnecessary confusion if we brought it up for adoption two days after the election.

Forgiveness of Penalty and Interest - Code Review Committee has also asked Attorney Chandler to provide some options for adjusting the penalty and interest provisions for sales tax and personal property, and have also asked him to add reviewing the penalty assessed on late filing of business licenses.

Commission/Board Seats Vacant

The City has been advertising to fill one seat on the Library Board and one seat on the Planning Commission. The City has not received any letters of interest to date.

Number the Council Packet Pages

Last year at this time, I reported that the Council packet was now available to download from the City's website. My goal was to have the pages numbered at some point. I'm still working on it. 😊
The packet is normally uploaded the same day it is distributed to the Council members.

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: August 28, 2012
To: Chief Nancy Chamberlin
From: Ethan Richards, Fire Department Coordinator
Subject: Department Head Report

The Dillingham Volunteer Fire Department and Rescue Squad held a combination meeting on August 15, 2012. Training for the evening reviewed multi agency responses, past calls and lessons learned. Dillingham Police Chief and Aleknagik Fire Chief participated.

Rescue Squad Training was held on August 22, 2012 at the Lake Road Station. The instruction covered technical run reviews and difficult scenarios followed by an in depth discussion.

Fire Training will be held on August 29, 2012 at the Lake Road Station. Fit testing and annual SCBA training are planned.

The Rescue Squad responded to 29 ambulance calls during the month of July 2012. They consisted of 9 trauma, 6 respiratory, 1 alcohol, 1 diabetic, 2 stroke, 1 OB, 2 cardiac, 7 other medical and 2 fire calls. Currently, for the month of August, the Rescue Squad has responded to 12 ambulance calls consisting of 1 OB, 2 Alcohol, 5 trauma, 1 stroke, 3 other medical and 1 Police Department stand by.

There were no major equipment issues and all apparatus are in service and ready to respond.

There were two new membership applications presented by the Executive Committee.

During the month of August, routine inspection of apparatus, equipment, replacement of expired medical supplies and clerical duties were performed.

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: August 28, 2012
To: Rose Loera, City Manager
From: Sonja Marx
Subject: August Monthly Report

We can tell when the end of summer is approaching because our workers start back to school. August Shade has been our BBEDC intern for the summer. His last day was August 15th. Mahlet Herrmann will be attending Mt. Edgecome this year, so her last day was August 16th. Our Temporary Library Aide, CaSandera Johnson, is heading off to college, so her last day was August 21st. Thankfully, our Librarian Assistant, Abigail Flynn, is back from her vacation. Our school librarian, Nicole Ito, started again August 27th. I was in Anchorage August 18-25 for medical appointments.

The PLA grant is coming due September 1st. My Librarian Assistant has been helping gather all the statistics needed for this end-of-the-year grant report. The Summer Reading Program report is also due September 14th.

I will meet with the project review committee for the FY14 CIP projects for the library on August 30th. I've also been asked to attend the Alaska OWL Project Sustainability Summit in Anchorage September 19-21. All expenses are covered by the Alaska OWL Project.

The Library Aide/Clerk I position is being advertised and will close August 31st. This is a regular, part-time position of 14 hours per week. Also, we were provided the opportunity to apply for an Internet Technology Aide grant funded by the Alaska OWL project to hire an individual for 7 hours a week to assist the public as they access the computers and participate in the video/ web conferencing opportunities we now have available through the OWL Project. This stipend of up to \$7,280 this fiscal year ends June 2013.

Library Stat report for July 30 – August 25, 2012:

Patron Visits: 2,569 Computer Use: 1,117 Story Hour: 16 Other: 35

Approximately 32.5 volunteer hours logged

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

City of Dillingham

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

141 Main Street • PO Box 889
Dillingham, Alaska 99576
907.842.5211

MEMORANDUM

Date: August 28, 2012
To: Rose Loera, City Manager
From: Jody Seitz, Planning Director
Subject: Staff Report

GIS – process is slow for providing some addresses due to some residential accesses not conforming to code, and in some cases lack of street names.

Grants: Submitted grant questionnaires to ADEC for Wastewater Treatment Plant upgrades, Landfill Planning and Wastewater Collection System Upgrade projects. The scores came in very low due to several factors including lack of matching funds; lack of certified water and sewer operators for two of the four components of the system and stage of development of the projects. Public Works Director and I will examine scoring and try to raise scores if possible.

Neighborhood Initiative: September 10 deadline. No submittals yet.

Permitting:

Floodplain: Snopac completed; ADOT Kananak Road in progress.

Land Use Permits: Issued land use permit for new shop on Aspen. New home in Nerka and (Olsenville) Road no application yet.

Platting: Alleyway vacation behind NAPA still pending as well as L&M subdivision to vacate the alleyway between Scott King's house and the lot owned by the Alaska Department of Fish and Game on Alaska Street.

Requests for information still high...I realized recently that just about every project in Dillingham- whether it's private or public, a local agency or institution or outside of Dillingham, asks for either permitting or plats or project information or all the above from the Planning Department.

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

Recommendation: Network City Hall with other departments so that all the plans, maps and as-builts in the department are electronically available to staff . Provide an avenue to make them available for download to the public as well. Perhaps this could be through the City website.

Road Projects: ADOT has begun their right of way survey for the Downtown Streets project...the new project manager is Wolfgang Junge. Right of way will likely take a couple of years to complete. They are looking at potential construction by FY15...possibly. The project would still need to be nominated and put on the STIPSTIP nominations are going to open soon.

Senator Begich's staff visit: Lead staff tour of projects downtown, and provided agenda and informational background materials on erosion projects as well s public safety projects on August 23, 2012.

Six Year Capital Improvements Plan – still working toward developing a plan that will be approved by both Planning Commission and City Council. Deadline for submittals was August 24. Hoping to have this buttoned down by October 4 for submission to our legislators.

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: 8-28-12
To: Rose Loera, City Manager
From: Jean Barrett, Port Director
Subject: August 2012 monthly report

Another August has come and gone which means we are transitioning from summer into fall. It seems to come quicker every year. I look back on the summer with a sigh of relief that it is over, wonderment as to where it has gone and also with a sense of a job well done. We have had a busy summer both in the harbor and at the dock. Our estimates were pretty close to right on as far as how many harbor stickers we were going to sell, five short of 400 vessel stickers were sold and close to 250 skiff stickers, all added up that is somewhere in the ballpark of \$120,000 .00 in just seasonal stickers!

This does not include other harbor revenues such as ice sales, daily docking fee's, freight charges over the bulkhead and bath house use.

The dock was very busy this summer, I do not have any final numbers yet, but it is not the end of the barging season. We have had a busy season there also , we have made good use of the capacity of our new forklift, it was a great fish shipping season despite the fact that the Wood River processing plant, not sure what to call it.. Icicle, SnoPac, maybe Icepak works! I look forward to the 2013 fishing season so we can see how many pounds of fish we can really move across the dock.

We are working on several projects at the time of this report, at the dock we are working to figure out how much gravel we need to re-top the all tide dock, this is well overdue and will really be nice to get away from the mud that has become the norm whenever it rains.

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

We are also awaiting new doors for the dock ware house to make it more secure during the winter months. We are working on installing more shelving and leveling the dirt floor to make it safer and easier to access the shelves and freight.

At the harbor we are working to make ourselves ready for the summer of 2013. We have street and harbor lights to replace, floats and ramps to have welded and handrails to replace, waterlines need some real attention and a coat of paint wouldn't hurt some of the floats, the bathhouse needs some graffiti removal and the doors have faded pretty bad.

Overall everything worked very well this summer, the mechanics from the shop are working on replacing a motor on the crane, between them and the supplier they figured that the crane was under powered for the size . The Summer interns have finished for the summer and I would like to thank BBEDC for their generous contributions to the youth of the area and also for helping us staff the harbor, I am pretty sure I could not survive without the interns. Virginia Bobbitt and Kristin Smeaton not only did a fine job in making the office run smoothly but helped keep the harbor clean and organized, A special thanks to them for a job well done.

That's it from the best view in Dillingham!

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: August 31, 2012
To: City Manager Rose Loera
From: Nancy Chamberlin
Interim Chief of Police
Subject: August 2012 – Monthly Report

PUBLIC SAFETY DEPARTMENT MONTHLY UPDATES – AUGUST, 2012

Patrol

- Officers and supervisors have made good progress in completing any outstanding investigations and reports. Supervisors are reviewing the reports, assigning follow-up investigations – where appropriate, and forwarding completed cases to the District Attorney's office.
- Work has been completed on the Public Safety Department's armory. Public Works personnel installed lighting and door locks, so that the area can be secured. The wooden gun rack being constructed by Public Works is anticipated to be completed within the next couple of weeks. Officer Rodney Etheridge, our firearms instructor, moved department-owned weapons and ammunition into the armory.
- Work has begun on better organizing the department's Evidence Room. In an effort to determine the proper disposition of the property, we have begun reviewing the court-generated Criminal Case Disposition sheets. These items will be returned to the owner, purged, or retained.
- We have engaged in dialogue and correspondence with the Alaska Court System regarding citation processing within the Dillingham court system. The issues discussed included the possibility of utilizing a uniform state citation form, response times for optional appearance citations; the timely filing of citations; establishing a fine schedule; citations requiring mandatory appearances; adopting a bail schedule; entering an agreement with the ACS

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

for the electronic transfer of default judgments; and, establishing a program for the electronic filing of citations. Since several of these issues would require a change in Dillingham's Municipal Code, these items will be discussed in more detail with the City Manager, City Clerk, Finance Director, City Attorney, and members of City Council during the coming weeks.

- With the recent annexation of a significant portion of Bristol Bay, City officials and members of the Dillingham Department of Public Safety have begun facilitating communication with the Alaska State Troopers in an effort to establish protocol regarding police service delivery in the newly annexed waters. We believe that this coordination will enhance the public safety response to this area. In preparation for these calls for service, we will be purchasing PFD's and other necessary equipment, as well as providing our officers with water response training.
- Updating, retooling and developing Public Safety policies and procedures remain a priority. Several draft policies will be submitted for review during the next couple of weeks.

Corrections

- The newer server has been installed, configured, and tested and now allows each of the jail cameras to store 180 days' worth of event images. As you may recall, the previous server's storage capacity was 30 days.

WAANT (Western Alaska Anti-Narcotics Team)

- During the month of August, the WAANT Unit confiscated approximately two pounds of marijuana in the course of several investigations. They also confiscated hashish oil and oxycodone (see below).
- During a recent investigation, the WAANT Unit seized approximately \$3,000 (street value) worth of oxycodone. The person found to be in possession of the controlled substance was arrested and charged with Misconduct Involving a Controlled Substance II and two counts of Tampering with Physical Evidence. The suspect's bail was set at \$15,000.
- K-9 Lutri and his handler Officer John Casselman assisted the WAANT Unit several times during the month of August in the identification and seizure of illegal drugs.
- The WAANT Unit has been working with law enforcement agencies in several outlying areas in addressing narcotics-related concerns.

Communications

- The E9-1-1 database system is progressing more slowly than anticipated. The delay is due, in part, to determining a means that would allow

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

organizations outside the city network (Nushagak, GCI, the database vendor, etc.) to enter the system to administer and update the database without allowing them to have access to, or knowledge of, any other portion of the network. The issue is expected to be resolved within the next week.

Animal Control

- The Chester Valley Veterinary Hospital is expected to travel to Dillingham to provide Veterinary Services from September 10-13. Several residents have expressed a concern about the increased costs of these services. As a result, some individuals have cancelled previously-scheduled appointments. In speaking with a representative of the veterinary hospital on 08/30, they advised that insufficient participation may result in their inability to cover the costs of the trip and, thus, the event may be cancelled. They will make their final determination on Wednesday, September 5. This event is not being sponsored by the City of Dillingham, but ACO Boyd has facilitated some of the logistics and arrangements.
- The exterior cameras at the Animal Control facility will be installed within the next couple of weeks, which will provide for 24-hour monitoring of the facility's exterior.

Respectfully submitted,

Nancy S. Chamberlin
Interim Chief of Police
Dillingham Dept. of Public Safety
August 31, 2012

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

Monthly Report

Dillingham Dept. of Public Safety

For the month of August 2012

Patrol

- ❖ 489 Calls for service
- ❖ 48 Incident reports
- ❖ 09 Assaults
- ❖ 05 Theft offenses
- ❖ 01 Burglary offense
- ❖ 01 Suicide threat
- ❖ 01 Death investigation
- ❖ 02 Violation of release conditions/probation
- ❖ 08 Criminal mischief offenses
- ❖ 02 Driving under the influence
- ❖ 03 Disorderly conduct
- ❖ 04 MVA offenses
- ❖ 03 Trespass offenses
- ❖ 01 Sex offense
- ❖ 15 Persons arrested
- ❖ 15 Title 47/Protective custody
- ❖ 55 Citations issued

Corrections

- ❖ 63 Total Inmates for 07/24/2012-08/27/2012
- ❖ 18 Title 47/Protective custody
- ❖ 49 Male inmates
- ❖ 14 Female inmates
- ❖ 12 Male Protective custody
- ❖ 05 Female Protective custody
- ❖ 03 Inmates from Adult Probation
- ❖ 08 Inmates from Courthouse
- ❖ 23 Inmates from A.S.T.
- ❖ 29 Inmates from Dillingham Police
- ❖ 02 Use of force report

WAANT/Investigations Unit

- ❖ 02 Alcohol interdictions
- ❖ 05 Drug investigations
- ❖ 08 Postal Seizure
- ❖ 12 Investigative assistance to Dillingham Police

Communications

- ❖ 700 Calls for service 07/24/2012-08/24/2012
- ❖ 81% Dispatched to Dillingham Police
- ❖ 13% Dispatched to Alaska State Troopers
- ❖ 3% Dispatched to EMS/Dillingham Fire
- ❖ 3% Dispatched to Dillingham Animal Control
- ❖ 1 Record request complete
- ❖ 138 E-911 calls received

Animal Control

- ❖ 41 Calls handled for 07/23/2012-08/23/2012
- ❖ 04 Dog impound
- ❖ 02 Compassionate euthanasia
- ❖ 05 Citations issued
- ❖ 02 Rabies shot given
- ❖ 02 Shelter dog adopted out
- ❖ 10 Bear calls

DMV

- ❖ 144 Registrations/Titles
- ❖ 106 Driver's license/ID's
- ❖ 07 Commercial driver's licenses
- ❖ 07 Road tests

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: August 27, 2012
To: Rose Loera, City Manager
From: Malcolm Brown, Public Works Director
Subject: Monthly Report

Public Works Divisions:

Buildings & Grounds – Four bus shacks are getting structural rehabs and a new base paint. The MySpace Teen Wellness Center has volunteered to do additional painting. Drainage work was done at the Shop Quonset hut. It floods regularly in the spring. The HVAC upgrade at the Department of Public Safety building is finished.

Landfill – Staff and the City attorney have reviewed Smart Tower Energy's draft Waste to Energy MOU, Letter of Support and Waste Supply Agreement and met with the manager of Peter Pan. Staff will wait for significant progress by Smart Tower Energy, Peter Pan and Nushagak Cooperative before taking further action. Staff is also researching the feasibility of issuing an RFP for scrap metal removal. The new fish waste bin has a September ETA. The UAF Bristol Bay Campus was awarded a grant for a composting pilot project. Staff is working with the grantees to find ways to integrate this activity into municipal waste management actions.

Shop – The land around the shop is getting cleaned up to get ready for snow removal. A junked car was hauled away and several barrels of used anti-freeze are getting transferred to a double wall tank for safe storage until they can be backhauled.

Streets – Some grading has taken place, but most of the staff time has been spent backfilling for water/wastewater actions. The project to stabilize the Snag Point bank by the outfall and for covering the outfall with rock is finished.

Water/Wastewater - Staff wrote an Emergency Response Plan and Security Vulnerability Assessment in support of a Planning Department request. These plans can be used as supporting documents for grant application. The second pump at the HUD lift station has been rebuilt and installed. The sewer line from the HUD lift station to the lagoon was blocked, requiring frequent pumping by the new pumper truck. The sewage

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

from the HUD lift station is now being rerouted along the old 4" line to the Dock lift station. A sewer tap was installed at the Airport. The RFP for the wastewater treatment lagoon was released and staff has spent time discussing it and doing site visits with contractors. Staff assisted the Horizontal Drilling project by doing locates, providing overwatch when the excavator dug down to the force main and by fixing a sewer line blockage caused by the contractor's pipe pulling activity.

Safety – A request for a safety/health consultation was sent to the Department of Labor (DOL) in response to their placement of the City on the "High Hazard Target" list. This list mandates an inspection by DOL. The consultation can provide a grace period of up to 12 months in order to give the City time to implement corrective actions.

Thank you,

Malcolm G. Brown
Public Works Director

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

Mayor
Alice Ruby

Manager
Rose Loera



Dillingham City Council
Doug Holt
Paul Liedberg
Keggie Tubbs
Bob Himschoot
Tracy Hightower
Tim Sands

MEMORANDUM

Date: August, 30, 2012
To: Rose Loera, Manager
From: Ida Noonkesser, Director
Subject: Senior Center Monthly Report

This month's paperwork for the state included recording monthly meals, home delivered meals, assisted rides, and unassisted rides. This month I help four elders with personal aide paperwork, senior benefit, permanent fund questionnaires, and refills for medications.

We only had one renter at the Senior Center this past month. The pinochle players' group will continue to rent the dining room every Friday and the quilters will start renting the building every third week of the month.

We had our monthly Senior Center Advisory Board meeting August 8, 2012. This was our first meeting this fall.

The Senior Center had a summer youth program worker, Fredrick Coolidge, worked from July 23rd through August 10th. He was very helpful around the senior center. He came in early every morning, answered phones, and helped set the dining room tables. He also cleaned around the center.

Elaine Nisonger from State Of Alaska- Family Nutrition Program came July 6th to check on our paperwork. She was happy with what she found in our records. Tony from Warehouse Mountain hasn't been able to schedule a day to come to the Senior Center due to bad weather, and he's a little shorthanded right now. He is still planning to come next week.

The Senior Center had a BBQ fundraiser. Bob Young, the AC manager, donated a case of hamburger, and hotdog buns. Curtis, the butcher from N&N, donated a case of hamburger patties, and hotdogs. We do appreciate the donations from our local businesses.

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

For the month of July, the Senior Center served 646 congregate meals to 81 individuals, 130 home delivered meals to 7 individuals, gave 327 assisted rides to 29 individuals, and 322 to unassisted rides to 57 individuals.

*Our Vision. By 2015 to have an infrastructure that supports a sustainable, diversified and growing economy. * We will take a leadership role and partner with others to achieve economic development and other common goals. * We will develop a high quality City workforce to serve the community. * We will promote excellence in education.*

I. CALL TO ORDER

The Code Review Committee met on Thursday, August 9, 2012, in the Council Chambers, Dillingham, AK. Tim Sands, Chair, called the meeting to order at 5:30 p.m.

II. ROLL CALL

Committee Members present:

Tim Sands, Chair/Council Member
Alice Ruby, Mayor
Paul Liedberg, Council Member
Doug Holt, Council Member
Rose Loera, City Manager
Janice Williams, City Clerk

Guest(s):

Dan Forster, former City Manager
Nancy Chamberlain, Interim Chief of Police
Carol Shade, Finance Director
Attorney Brooks Chandler – *via teleconference*

III. APPROVAL OF MINUTES

A. Minutes of May 10, 2012

MOTION: Paul Liedberg moved and Alice Ruby seconded the motion to approve the minutes of May 10, 2012.

GENERAL CONSENT: The motion passed without objection.

IV. APPROVAL OF AGENDA

MOTION: Paul Liedberg moved and Doug Holt seconded the motion to approve the agenda as presented.

GENERAL CONSENT: The motion passed without objection.

V. UNFINISHED BUSINESS

A. Title IV. Revenue and Finance

1. Manager Authority to Settle Unpaid Accounts

Attorney Chandler briefed the committee that the City was looking for legal authority to waive interest and penalty on sales or property tax. He had drafted an ordinance that would allow when someone could qualify to get a break. He also noted the manager or his/her designee had the option of working out a deferred payment plan to provide some relief.

Discussion:

- commented in some cases the original tax was affordable, needed to be collected and pursued, but the penalties and interest could get substantial, and would the manager be able to negotiate a lesser amount;
- interested in pursuing sales tax and personal property tax, not interested in deferring property tax (draft ordinance), but to give the manager guidance to settle accounts.

Attorney Chandler:

- didn't recommend the Council considering individual cases (the City presently had two requests on file for forgiveness of penalty and interest), but to set the conditions, to be applied equally, in which the City would provide relief, examples:
 - 1). base it on the individual's financial situation, below the poverty line;
 - 2). if the interest or penalty exceeded or amounted to a certain percentage of the amount owed, would allow forgiveness;
 - 3). have the sales tax penalty be a fixed amount so it didn't escalate over time;
- highly advised looking at the sales tax penalty provision in the ordinance;
- cautioned against retroactivity, because people who have paid their late fees would not necessarily have a legal claim, but would consider it unfair;
- explore probation and suspension of interest and/or penalty, was not aware of anyone else doing it, but it was certainly doable; could put in code the manager or finance office were authorized to accept payments without penalty and interest, conditioned on it not being "forgiven", but only being suspended, with all payments being made on time;
- amnesty had been done by other communities; typically, if the taxpayer paid the current amount within the next 30-60 days, the City would walk away from interest and/or penalty due; and
- suggested the committee come up with the option(s) they preferred and he could craft the language.

Discussion:

- favored adjusting the compounded interest rate applied to sales tax, and amending the penalty structure, to include not charging interest on the penalty; and
- favored more research on probation and suspension.

Chair Sands reported he would ask to add a review penalty and interest on sales tax and personal property to the committee's task list.

2. Chapter 4.15 Real and Personal Property Tax
 - a. 4.15.120 C.2 and F, Membership and procedures of BOE
 - b. 4.15.120 D.1-10 – Conduct of Hearings

There was nothing to report.

B. Title VII. Animal Control

1. Compare Code with State Statutes

Interim Police Chief Nancy Chamberlain provided her comments:

- reported there was a discrepancy between the fee schedule and when the registration expired:
Section 7.03.010 D. A domestic animal registration tag shall be issued for individually registered domestic animals for a period that shall expire in conjunction with the expiration date of the rabies vaccination (every three years).
Section 7.16.010 Fees, Registration is valid one year after date of purchase and fees reflect per year and for advanced purchase up to 3 years.
- currently, a dog is given a rabies shot the first year, followed by a booster rabies shot the second year, and then a rabies shot every 3 years; when code was written they could have been required to have a shot annually, hence the requirement for an annual registration;
- annual registration for an altered (sterilized) animal is \$2.00, City pays \$3.75 per tag; loss of \$1.75 to the City;
- recommended exploring the multi-year registration, noting some animal facilities have implemented lifetime registration, which would help in the compliance area;
- animals taken into protective custody, to be in compliance with State statute is 10 business days before they can be adopted out; and
- State statute does not dictate how long an animal should be held other than in protective custody before it can be adopted out.

City Clerk Williams noted the Code would be amended from holding an impounded animal 5 days to 10 days before being adopted out, except for animals taken into protective custody, which would be 10 business days. ACO will start the process of adopting out before five days, but won't release the animal for 10 days, providing additional time to find the rightful owner.

Discussion:

- noted it would reduce the operating cost if the animal could be adopted out earlier than the ten days, but did not object to the change;
- favored extending the registration to the term of the rabies shot, three years;
- questioned if it was necessary to have a registration if the rabies shot was in place;
- wondered if it would make more sense to be consistent and have ten business days for all situations, staff had rationalized it was a cost issue to add the four days.

Chief Chamberlain commented on the documents regarding animal bites, and asked if the committee was looking to modify the animal bite policy.

Mayor Ruby suggested convening a discussion on animal bites with the Council after the Council transition.

MOTION: Alice Ruby moved and Doug Holt seconded the motion to recommend to the Council the changes discussed in the animal control operations policy and City code.

Committee discussed looking at the fee schedule so there wasn't a revenue loss, doing away with registration or the three year registration to remind owners to get their dog's rabies' shot. Committee determined it needed more time to review the pros and cons of animal registrations, for a possible future ordinance, and if the Chief could inventory the existing dog tags in the meantime.

GENERAL CONSENT: The motion passed without objection.

C. Title XI. Vehicles & Traffic and Snowmobiles

Paul Liedberg reported the planning commission was reviewing this issue, but he had no solid information at this time.

D. Tax Incentives

Tim Sands noted he would ask the Council to remove this item from the Code's Task List for the time being.

E. Personnel Regulations

City Clerk Williams noted the Council would be asked to adopt a resolution to amend the personnel regulations section regarding when paychecks are due in the case of a resignation.

F. Write-in Ballots, Legislative Changes

City Clerk Williams referred the committee to Attorney Chandler's letter regarding state statute changes for write-in votes in state elections, and briefed the committee on the last election that resulted in asking the Council to add the process for write-ins votes on their task list.

Following changes were recommended:

- prohibit stickers on the ballot bearing the write-in's name;
- adopt language from Wasilla and North Pole code regarding tallying votes for write-ins;
- require a letter of intent for all write-ins;
- adopt language for type of marks that will be allowed in filling in the oval on the ballot including X's, check marks, etc.;
- adopt write-in section in its entirety from the Wasilla code for its clarity.

Staff to bring back an ordinance for introduction, with adoption date after the election, since there wouldn't be time to implement the suggested changes before the October 2 City election.

G. Regulate Commercial Licenses

City Clerk Williams reported the City's Code did not include regulating taxi cabs. She produced two ordinances on taxi cabs and vehicles for hire, Bristol Bay Borough's and Nome's. At the last meeting, the committee felt they needed input from the community and public safety dept., and would ask Council whether the City needed regulations of commercial licenses to their task list.

Chair Sands asked the committee to review the taxi cab ordinances and seek feedback from citizens.

VI. NEW BUSINESS

There was no new business.

VII. PUBLIC COMMENT/COMMITTEE COMMENTS

Mayor Ruby asked if staff could familiarize themselves with the disaster declaration in the City's code, pending possible requests from community as it pertained to the fishing season.

There were no other comments.

VIII. ADJOURNMENT

The meeting adjourned at 6:57 p.m.

Tim Sands, Chair

ATTEST:

Janice Williams, City Clerk

Approved: _____

CITY OF DILLINGHAM, ALASKA

ORDINANCE NO. 2012-15

AN ORDINANCE OF THE DILLINGHAM CITY COUNCIL AMENDING CHAPTER 8.16 OF THE DILLINGHAM MUNICIPAL CODE RELATED TO ENHANCED 911 SERVICE TO INCREASE THE SURCHARGE FOR ENHANCED 911 SERVICE FROM \$1.46 PER MONTH TO \$1.76 PER MONTH

BE IT ENACTED BY THE DILLINGHAM CITY COUNCIL:

Section 1. Legislative Findings.

The Dillingham City Council finds as follows:

1. The City of Dillingham currently assesses a surcharge of \$1.46 per month for E-911 service.
2. The total annual 911 surcharge revenues received by the City for FY2012 are \$59,580.
3. The current surcharge is not sufficient to meet the needs for operations upgrades and improvements to the enhanced 911 system.

Section 2. Amendment of Section 8.16.050. Section 8.16.050 of the Dillingham Municipal Code is hereby amended as follows with new language **emboldened** and underlined and deleted language in CAPS and [brackets].

A surcharge in the amount of [ONE DOLLAR AND FOURTY-SIX CENTS] **\$1.76** per month per local access line is imposed on all local exchange access lines and each wireless telephone number that is billed to an address in the City of Dillingham. A local exchange customer may not be subject to more than one 911 surcharge per local exchange access line. A customer that has more than 100 local exchange access lines from a local exchange telephone company in the City is liable for the enhanced 911 surcharge only on 100 local exchange access lines. A wireless telephone customer may not be subject to more than one enhanced 911 surcharge for each wireless number.

Section 3. Notification. The City Clerk shall notify in writing the telephone customers subject to the surcharge and provide an explanation of what the surcharge shall be used for, prior to the effective date of the ordinance. The City Clerk shall notify in writing relevant local telephone companies and wireless telephone companies of the change being made to DMC 8.16 prior to the effective date.

Section 4. Effective Date. This ordinance shall be effective November 1, 2012.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on

SEAL:

Alice Ruby, Mayor

ATTEST:

Janice Williams, City Clerk

Subject: An ordinance of the Dillingham City Council amending Chapter 8.16 of the Dillingham Municipal Code related to Enhanced 911 service to increase the surcharge for Enhanced 911 service from \$1.46 per month to \$1.76 per month

Agenda of: September 6, 2012

Council Action:

Manager: ~~Recommend approval.~~

City Manager: Rose Loera
Rose Loera

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

Fiscal Note: Yes X No _____ Funds Available: Yes _____ No _____

Other Attachment(s):

- Public Hearing was advertised in the August 30, 2012 edition of Bristol Bay Times as required to be advertised in a local newspaper five days in advance of the public hearing, advertised on the City's website, and posted in three public places.

Summary Statement.

The E911 system needs funding for equipment replacement and the cost of dispatch services. The \$1.46 that has been charged for the last few years has not been able to keep up with the failing equipment needs of the system. Recently the fund balance for the E911 fund was depleted to replace the console at the Public Safety Building. This still does not allow for a backup system. The City needs to increase the surcharge so that the balance can build back up for the purpose of replacement equipment or backup equipment and continued dispatch cost assistance.

The \$9,708 represents revenues anticipated to be earned from November 1, 2012 through June 30, 2013. These numbers are based on the following:

Landlines and Cell Lines	4,045
Increase	\$.30
Monthly Increased Revenue	\$1,213.50
Eight (8) months Nov – June	\$9,708.00

City of Dillingham
Fiscal Note

Agenda Date: September 6, 2012

Request: Increase E911 Surcharge

ORIGINATOR: Carol Shade

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED: \$ 9,708.00		FUNDING SOURCE E911 Fund	
FROM ACCOUNT E911 Revenue \$ 9,708.00		Project E911 additional revenues from surcharge increase	
TO ACCOUNT:	VERIFIED BY: Carol Shade	Date: 7/28/2011	

EXPENDITURES

E911 Fund	FY12	FY13	FY14	FY15
Major Equipment				
JAG Grant				
Major Equipment				
Other Financing Source				
Major Equipment				
TOTAL All Sources	\$ -	\$ -	\$ -	\$ -

CAPITAL				
---------	--	--	--	--

REVENUE				
---------	--	--	--	--

FUNDING

E911	\$ 9,708.00			
State/Federal Funds				
Articom Financing				
TOTAL FUNDING	\$ 9,708.00			\$ -

POSITIONS

Full-Time				
Part-Time				
Temporary				

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: Carol Shade

August 9, 2012

DEPARTMENT: Finance Department

August 9, 2012

APPROVED BY: Carol Shade

August 9, 2012



CITY OF
DILLINGHAM
ALASKA

PUBLIC NOTICE

Ordinance No. 2012-15

The City Of Dillingham will hold a Public Hearing on Thursday, September 6, 2012, at 7:00 P.M. in the City Council Chambers for the purpose of taking comment from the public on the following ordinance introduced at the August 9, 2012, City Council Meeting:

Ordinance No. 2012-15, An Ordinance of the Dillingham City Council Amending Chapter 8.16 of the Dillingham Municipal Code Related to Enhanced 911 Service from \$1.46 Per Month to \$1.76 Per Month.

- From the City Clerk's office, 842-5212, cityclerk@dillinghamak.us.

CITY OF DILLINGHAM, ALASKA

ORDINANCE NO. 2012-16

AN ORDINANCE OF THE DILLINGHAM CITY COUNCIL AMENDING TITLE 7, ANIMALS, AND ADDING CHAPTERS 7.08.011, INVESTIGATION OF CRUELTY TO ANIMALS COMPLAINTS, AND 7.08.015, SEIZURE OF ANIMALS

WHEREAS, the City of Dillingham (City) is recommending changing the length of time an animal can be held before being put up for adoption based on the City's standard operating procedures and State law as it pertains to animals taken into protective custody; and

WHEREAS, the Dillingham Municipal Code was not updated when the position of Community Service Officer was replaced with Animal Control Officer in 2011; and

WHEREAS, the City is looking to make several other minor adjustments to Title 7, Animals;

BE IT ENACTED BY THE DILLINGHAM CITY COUNCIL:

Section 1. Classification. This is a code ordinance.

Section 2. Amendment of Chapter 7.02, Definitions. Chapter 7.02 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets]. The proposed changes would provide staff with clear guidelines to determine when an unweaned animal can be placed up for adoption, and replace references to community service officer with animal control officer.

Chapter 7.02 DEFINITIONS.

7.02.010 Definitions.

"Animal Control agent" is the person acting on or in behalf of the [COMMUNITY SERVICE OFFICER] animal control officer enforcing the provisions of this title.

[“COMMUNITY SERVICE OFFICER”] “Animal Control Officer” is the person designated by the city manager as having the responsibility of enforcing the provisions of this title.

“Animal Control Center” is any area, temporary or permanent, designated by the [COMMUNITY SERVICE OFFICER] animal control officer for the holding of animals. A center can be publicly or privately owned and operated.

“Unweaned animal” means an animal younger than six weeks old [TOO YOUNG TO BE WEANED], separated from the care of its mother, and/or an animal still dependent on its mother's milk.

Section 3. Amendment of Chapter 7.05, Animal control center. Chapter 7.05 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets]. The proposed changes would extend

the line of authority, and replace references to community service officer with animal control officer.

Chapter 7.05 Animal Control.

7.05.010 Animal control center.

A. The city shall maintain an animal control center under the direction of the city manager or the city manager's designee.

7.05.020 [COMMUNITY SERVICE OFFICERS] Animal control officers and agents.

A. A person designated by the city manager, as [COMMUNITY SERVICE OFFICER] animal control officer may be responsible for domestic animal registration, rabies vaccinations, investigation of animal bites, complaints, maintaining the animal control program and the animal control center, enforcement and issuance of civil citations, and the destruction and disposal of vicious or unwanted domestic animals.

Section 4. Amendment of Chapter 7.07 Animal Behavior. Chapter 7.07 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets]. The proposed changes would replace references to community service officer with animal control officer.

Chapter 7.07 Animal Behavior.

7.07.010 Animals creating disturbance or nuisance.

1. The [COMMUNITY SERVICE OFFICER] animal control officer or agent may, upon receiving a complaint alleging chronic animal noise, investigate and, if necessary, issue a warning notice to the animal owner or keeper.

3. Citations for chronic animal noise shall only be issued upon one of the following:
 - a. A complaint sworn by two or more persons living at different addresses, one of whom must be the original complainant, in the immediate neighborhood of the animal making the chronic noise and after completion of an investigation by [COMMUNITY SERVICE OFFICER] animal control officer or agent indicates that a citation is appropriate; or
 - b. A complaint sworn by one person living in the immediate neighborhood of the chronic noise where additional date and time specific evidence is provided and after completion of an investigation by [COMMUNITY SERVICE OFFICER] animal control officer or agent indicates that a citation is appropriate.

7.07.020 Dangerous animals.

A. The [COMMUNITY SERVICE OFFICER] animal control officer or agent has the authority to determine whether any animal has engaged in the behaviors specified in this section, thereby deeming the animal dangerous.

C. A person who owns or is in lawful possession of property upon which there is an animal who acts in the manner described in subsection B of this section, or who observes an animal who acts in the manner described in subsection B of this section, on public property or a public thoroughfare may take the animal into custody and hold the animal pending transfer to a [COMMUNITY SERVICE OFFICER] animal control officer or agent; provided no animal may be held in such private custody for more than twenty-four hours. A person who takes an animal into custody under this subsection shall:

1. Immediately call the [COMMUNITY SERVICE OFFICER] **animal control officer** or agent to request a pick up of the animal.
2. File a written witness statement with the [COMMUNITY SERVICE OFFICER] **animal control officer** or agent, describing the incident.

D. Any animal who acts in the manner described in subsection B of this section, may be immediately impounded by the community service officer or agent. The [COMMUNITY SERVICE OFFICER] **animal control officer** or agent shall take the written witness statement of the person holding the animal or the written witness statement and may issue to the owner or keeper of the dangerous animal a citation or warning to comply. (Ord. 03-06 § 1 (part), 2003.)

7.07.030 Vicious Animals.

D. Vicious animals shall be euthanized, as established in Section 7.11.010, by the [COMMUNITY SERVICE OFFICER] **animal control officer** or agent not less than forty-eight hours after providing actual written notice to the owner or keeper of the dog, by hand delivery to the owner or keeper, or by posting at the last known residence of the owner or keeper. Such notice shall advise the owner or keeper of the following:

3. That the owner or keeper has an opportunity to be heard before the city manager, or the city manager's designee, should they wish to appeal the [COMMUNITY SERVICE OFFICER'S] **animal control officer's** or agent's determination that the animal is vicious.

F. The owner or keeper of an animal deemed vicious has the option to have such animal euthanized by someone of their choosing (i.e., veterinarian, close acquaintance, etc.), providing proof of date, time, and location to [COMMUNITY SERVICE OFFICER] **animal control officer** or agent of the euthanasia.

G. Animals whose owner or keeper cannot be identified or located by the [COMMUNITY SERVICE OFFICER] **animal control officer** or agent shall be impounded and quarantined for no less than ten days before being euthanized. If during such quarantine the owner or keeper becomes known, or a person claims to be the owner or keeper, that person shall be provided notice pursuant to subsection D of this section.

H. Any animal deemed vicious and reasonably suspected of being rabid may, at the discretion of the [COMMUNITY SERVICE OFFICER] **animal control officer** or agent, be euthanized, before completion of quarantine and without notice to the owner or keeper. (Ord. 03-06 § 1 (part), 2003.)

Section 5. Amendment of Chapter 7.08 Animal care. Chapter 7.08 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold letters and underlined** and deleted language in CAPS and [brackets]. The proposed changes would add two new sections: 7.08.011, Investigation of cruelty to animals complaints, and 7.08.015, Seizure of animals. It would also replace references to community service officer with animal control officer.

Chapter 7.08 Animal care.

Sections:

7.08.010 Animal cruelty.

7.08.011 Investigation of cruelty to animals complaints.

7.08.015 Seizure of animals.

7.08.020 Protective custody.

7.08.011 Investigation of cruelty to animals complaints.

A. A person who believes that cruelty to animals has taken place may file a complaint with the city.

B. A police officer who receives a complaint of animal cruelty may apply for a search warrant under AS. 12.35 to the judicial officer in the district court in which the alleged violation has taken place or is taking place. If the court finds that probable cause exists, the court shall issue a search warrant directing a police officer to proceed immediately to the location of the alleged violation, search the place designated in the warrant, and, if warranted, take property including animals, specified in the warrant. The warrant shall be executed by the peace officer and returned to the court.

C. Before a police officer may take an animal and place it into protective custody, the police officer shall request an immediate inspection and decision by a veterinarian licensed under AS 08.98 that placement into protective custody is in the immediate best interest of the animal. If a veterinarian is not available to perform an inspection, before a peace officer may take an animal, the peace officer shall communicate with a veterinarian who has, after hearing a description of the condition of the animal and its environment, decided it is in the immediate best interest of the animal that it be placed into protective custody. If the peace officer is not able to communicate with a veterinarian, before the officer may take an animal, the officer shall decide it is in the immediate best interest of the animal that it be placed into protective custody.

7.08.015 Seizure of animals.

A. A police officer shall place an animal in protective custody before removing the animal from the location where it was found. If the animal is removed, the police officer shall place the animal with a veterinarian licensed under AS 08.98 or, if a veterinarian is not readily available, with a responsible public or private custodian to be sheltered, cared for, and provided necessary medical attention.

B. A police officer who has removed an animal shall immediately notify the animal's owner in writing of the removal and of the owner's right to petition the court under AS 03.55.130 for return of the animal. Notification may be delivered in person, posted at the owner's residence, or mailed to the owner.

C. If a removed animal's owner is unknown and cannot be ascertained with reasonable effort, the animal shall be considered a stray or abandoned.

7.08.020 Protective custody.

A. The [COMMUNITY SERVICE OFFICER] animal control officer or agent shall have the discretion to decide if any animal subjected to cruelty as described in Section 7.08.010, may be taken, impounded and/or quarantined, in which case the animal shall be deemed in protective custody.

B. An owner of an animal destroyed under this section may not recover damages for the destruction of the animal unless the owner shows that the destruction was not reasonable under the facts as known to a veterinarian or police officer authorizing the destruction.

C. Except as provided in A. 1, 2 and 3of Section 7.11.010, Euthanization, an animal exhibiting symptoms of a major infectious or contagious disease as determined by a

licensed veterinarian if available, or in the judgment of the animal control officer or agent is injured or diseased to such an extent that it should be euthanized for humane reasons, an animal may not be adopted or euthanized within 10 business days after the animal is taken into custody. An owner may prevent the animal's adoption or destruction by

(1) petitioning the court of the judicial district in which the animal was removed for the animal's immediate return, subject, if appropriate, to court-imposed conditions; or

(2) posting a bond or security with the court of the judicial district in which the animal was seized in an amount determined by the court to be sufficient to provide for the animal's care for a minimum of 30 days from the date the animal was removed.

D. If the animal control officer still has custody of the animal when the bond or security posted expires and the court has not ordered an alternative disposition, the animal becomes the custodian's property. If the court prevents the city from assuming ownership and the city continues to care for the animal, the court shall require the owner of the animal to pay by bond or otherwise for the City's continuing costs of care for the animal until a final disposition of the animal is made by the court.

[B.] E. Custody of the animal may not be regained by the owner or keeper while a prosecution for cruelty is pending. The owner or keeper may be subject to fees and/or fines for duration of impoundment and/or quarantine described in Sections 7.16.010 and 7.16.020.

[C.] F. Upon a defendant's conviction for cruelty under this title or AS 11.61.140, the court may order that the defendant forfeit ownership, custody, and control of the animal which was the subject of the cruelty.

[D.] G. Unless otherwise ordered by the court, the owner or keeper of an animal impounded pursuant to this section may redeem the animal as provided in Chapter 7.03 after completion of the prosecution. (Ord. 03-06 § 1 (part), 2003.)

Section 6. Amendment of Chapter 7.09 Impoundment. Chapter 7.09 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets]. The proposed changes would bring the Code in line with the City's Animal Shelter Operating Procedures for holding an animal before it can be adopted out, and Chapter 7.07.030 Vicious Animals, G. animals whose owner or keeper cannot be identified or located shall be impounded and quarantined for no less than ten days before being euthanized. References to community service officer would be replaced with animal control officer.

Chapter 7.09 Impoundment.

7.09.010 Terms.

A. Unidentified animals found to be in violation of this title may be impounded and held at the animal control center for a [FIVE-] **ten** day period. If not claimed by the owner or keeper by the expiration of the [FIVE-] **ten** day period, the animal shall become the property of the city and may be destroyed at the discretion of the [COMMUNITY SERVICE OFFICER] **animal control officer** or agent.

B. Identified animals found to be in violation of this title and found not restrained may be taken to the owner or keeper or impounded at the animal control center. A reasonable attempt will be made to notify the owner or keeper by phone, in person, or by letter that their animal is being held at the animal control center. Identified animals not claimed by the owner or keeper by

the expiration of the [FIVE-] ten day period shall become the property of the city and may be disposed of at the discretion of the [COMMUNITY SERVICE OFFICER] animal control officer or agent.

C. Abandoned or unwanted animals brought to the animal control center by citizens for impoundment may or may not be accepted for impoundment by the city. Upon acceptance, such animals shall become the property of the city and may be disposed of at the discretion of the [COMMUNITY SERVICE OFFICER] animal control officer.

Section 7. Amendment of Chapter 7.10 Adoption. Chapter 7.10 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets]. The proposed changes would bring this section in line with the City of Dillingham's procedures for operating an animal shelter, and would replace references to community service officer with animal control officer.

Chapter 7.10 Adoption.

7.10.010 Adoption Requirements.

A. A person may adopt an animal that is held in the care and custody of the city and/or animal control center no sooner than [FIVE-] ten days after the date of impoundment unless the city has received a release from the owner. They shall pay the adoption fee established under Section 7.16.010.

Section 8. Amendment of Chapter 7.11 Euthanasia. Chapter 7.11 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets]. The proposed changes would bring this section in line with the City of Dillingham's procedures for operating an animal shelter, and would replace references to community service officer with animal control officer.

Chapter 7.11 Euthansia.

7.11.010 General.

A. The following animals may be euthanized at any time:

2. An animal that in the judgment of the [COMMUNITY SERVICE OFFICER] animal control officer or agent is injured or suffering to the extent that it should be euthanized for humane reasons. When possible the opinion of a licensed veterinarian will be obtained prior to euthanasia under this subsection.

5. An adoption eligible animal, remaining unadopted following expiration of the [FIVE-] ten day minimum term of availability in Section 7.09.010.

C. The [COMMUNITY SERVICE OFFICER] animal control officer shall maintain a list of animals euthanized including a description of the animal and the condition for euthanasia, available for review by the general public.

Section 9. Amendment of Chapter 7.15 Incidence of Rabies. Chapter 7.15 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets]. The proposed changes would replace references to community service officer with animal control officer.

Chapter 7.15 Incidence of Rabies

7.15.010 Handling requirements.

A. The city [COMMUNITY SERVICE OFFICER] **animal control officer**, under the direction of the city manager, shall cooperate with other agencies in establishing a rabies control program for the city.

B. All persons shall report to a [COMMUNITY SERVICE OFFICER] **animal control officer** or agent any suspected or positively diagnosed occurrence of rabies as soon as such occurrence becomes known to the person.

D. Any loose animal suspected of rabies, running at large uncontrolled and evading attempts to be caught shall be shot by a [COMMUNITY SERVICE OFFICER] **animal control officer** or agent and the head sent to the appropriate laboratory for examination of rabies disease.

E. Only a [COMMUNITY SERVICE OFFICER] **animal control officer** or agent may remove the carcass of any suspected or confirmed rabid animal from the location where the animal was killed or found.

F. The carcass of an animal suspected of being rabid shall upon demand be surrendered to a [COMMUNITY SERVICE OFFICER] **animal control officer** or agent or to the Department of Health and Social Services. (Ord. 03-06 § 1 (part), 2003.)

Section 10. Amendment of Chapter 7.16 Fees, Fines, and Failure to Comply. Chapter 7.16 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets]. The proposed changes would replace references to community service officer with animal control officer.

Chapter 7.16 Fees, Fines, and Failure to Comply

7.16.030 Allocation of fees.

A. Those fees and fines obtained by the city of Dillingham through registration, adoption, and/or Title 7 violations of animals, may, subject to annual appropriation therefore, be allocated to events organized to educate, encourage, and provide opportunity for vaccination and sterilization of animals for Dillingham residents.

B. A program for educating and enhancing Dillingham residents' access to vaccination and sterilization opportunities may be coordinated by the [COMMUNITY SERVICE OFFICER] **animal control officer** or agent. Events may include but not be limited to spay/neuter clinics and printed or recorded public information. (Ord. 03-06 § 1 (part), 2003.)

Section 11. Effective Date. This ordinance is effective upon passage.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on

SEAL:

Alice Ruby, Mayor

ATTEST:

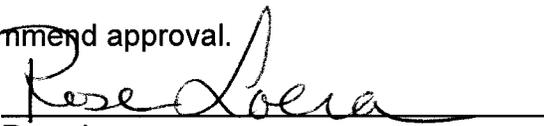
Janice Williams, City Clerk

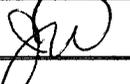
Subject: An ordinance of the Dillingham City Council amending Title 7, Animals, and adding Chapters 7.08.011, Investigation of cruelty to animals, and 7.08.015, Seizure of animals

Agenda of: September 6, 2012

Council Action:

Manager: Recommend approval.

City Manager: 
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Chief of Police / Nancy Chamberlain		
X	City Clerk / Janice Williams		

Fiscal Note: Yes _____ No X Funds Available: Yes _____ No _____

Other Attachment(s):

- None

Summary Statement.

Code Review Committee was tasked with comparing the City's code with State statute and bringing back their recommendations to Council. Through that process the Committee also took into consideration the proposed Animal Shelter Operating Procedures that had been presented to Council in March of 2011 with a suggestion they be finalized in six months and brought back for adoption.

The Committee has recommended the following changes be adopted in code:

- revise the number of days for holding an impounded animal from 5 days to 10 days before being adopted out, based on the City's standard operating procedures (outlined in the Animal Shelter Operating Procedures);
- revise the number of days for holding an impounded animal taken in protective custody to 10 business days before being adopted out, in line with State statute.

The animal control officer will start the process of adopting out before five days, but won't release the animal for 10 days, providing additional time to find the rightful owner, evaluate the animal, and find a good home. There are exceptions when the animal is injured or suffering to the extent that it should be euthanized for humane reasons, which is already identified in code.

Additional changes include:

- replacing the title of community services officer with animal control officer;
- redefining an unweaned animal;

- extending the line of authority to add city manager's designee to "the city shall maintain an animal control center under the direction of the city manager or city manager's designee"; and
- adding investigations for cruelty to an animal in the existing chapters on cruelty to animals and protective custody.

Given the late submittal, any revisions proposed by the City Attorney will be distributed in a separate packet prior to the Sept. 6 Council meeting.

CITY OF DILLINGHAM, ALASKA

ORDINANCE NO. 2012-17

AN ORDINANCE OF THE DILLINGHAM CITY COUNCIL AMENDING CHAPTER 3.60.050, BALLOTS – MARKING, VALIDITY- REMOVAL PROHIBITED, AND ADDING CHAPTER 3.60.055, WRITE-IN CANDIDATES

WHEREAS, the City of Dillingham (City) is recommending changes to Chapter 3.60, Procedures for Conducting Elections to be in line with State law and to add a new section 3.60.055, Write-in Candidates, to require a letter of intent be on file in order for votes for a write-in candidate for elective office to be counted;

BE IT ENACTED BY THE DILLINGHAM CITY COUNCIL:

Section 1. Classification. This is a code ordinance.

Section 2. Amendment of Chapter 3.60.050, Ballots--Marking, validity--Removal prohibited. Chapter 3.60.050 of the Dillingham Municipal Code is hereby amended as follows with new language in **bold** letters and underlined and deleted language in CAPS and [brackets].

3.60.050 Ballots – Marking, validity – Removal prohibited.

- A. A voter may mark [HIS OR HER BALLOT] a ballot only by [MARKING IN THE OVAL SPACE] **the use of cross marks, "X" marks, diagonal, horizontal or vertical marks, solid marks, stars, circles, asterisks, checks, or plus signs that are clearly spaced in the oval** opposite the name of the candidate or proposition the voter desires to designate.
- B. A failure to properly mark a ballot as to one or more candidates **or propositions** does not itself invalidate the entire ballot.
- C. If a voter marks fewer names than there are persons to be elected to the office, a vote shall be counted for each candidate properly marked.
- D. If a voter marks more names than there are persons to be elected to the office, the Accu-Vote system will return the ballot to the voter for the voter to determine their wish to vote correctly.
- [E. THE MARK SPECIFIED IN SUBSECTION A OF THIS SECTION, SHALL BE COUNTED ONLY IF IT IS SUBSTANTIALLY INSIDE THE OVAL PROVIDED, OR TOUCHING THE OVAL SO AS TO INDICATE CLEARLY THAT THE VOTER INTENDED THE PARTICULAR OVAL MARKED.]
- [F.] E. Improper marks on the ballot will be returned to the voter by the Accu-Vote system and a new ballot shall be issued.
- [G.] F. An erasure or correction invalidates the ballot.

[H.] G. Write-in votes are not invalidated by writing in the name of the candidate whose name is printed on the ballot unless the [ACCU-VOTE SYSTEM] **election board** determines, **on the basis of other evidence, that** the ballot was so marked for the purpose of identifying the ballot.

[J.] H. In order to vote for a write-in candidate, the voter must write in the candidate's name in the space provided, [OR USE A STICKER AS ALLOWED UNDER SUBSECTION I OF THIS SECTION] and, in addition, [FILL IN] **mark** the oval opposite the candidate's name [IN ACCORDANCE WITH SUBSECTION A OF THIS SECTION].

I. **Stickers. Affixing stickers on a ballot in an election to vote for a write-in candidate is prohibited.** [STICKERS BEARING A CANDIDATE'S NAME MAY BE AFFIXED TO THE BALLOT IN LIEU OF WRITING IN A CANDIDATE'S NAME IF WRITE-IN VOTES OR BALLOTS ARE OTHERWISE PERMITTED. STICKERS SHALL NOT BE ISSUED BY MEMBERS OFF THE ELECTION BOARD WHILE SERVING AT THE POLLS. STICKERS SHALL NOT BE OFFERED TO VOTERS WITHIN TWO HUNDRED FEET OF THE POLLING PLACE.]

J. **Write-in votes shall only be tabulated by person if the total number of write-in votes for an office exceeds the smallest number of votes cast for a candidate for that office whose name is printed on the ballot. No vote for a write-in candidate may be counted unless that candidate has filed a letter of intent with the clerk in accordance with Section 3.60.055 Write-in Candidates.**

K. No voter may leave the polling place with the official ballot that he/she received to mark. (Ord. 98-15 § 1 (part), 1998.

Section 3. Add a new Chapter 3.60.055, Write-in Candidates. Chapter 3.60.055 of the Dillingham Municipal Code is hereby added as follows with new language in bold letters and underlined and deleted language in CAPS and [brackets].

3.60.055 Write-in Candidates.

A. **Votes for a write-in candidate for elective city office will not be counted unless the candidate has filed a letter of intent. The letter of intent shall be executed under oath before and on a form provided by the city clerk. The letter of intent shall state in substance:**

- 1. The full name of the candidate;**
- 2. The full residence and mailing addresses of the candidate;**
- 3. A contact phone number;**
- 4. The office and seat to which the candidate seeks election;**
- 5. The name of the candidate as the candidate wishes it to be written in on the ballot by the voter;**
- 6. The date of the election at which the candidate seeks election;**
- 7. A certification by the candidate that the candidate:**
 - a. is a qualified voter;**
 - b. is a resident of the city;**
 - c. qualifies, or shall qualify as of the date of election, for the office to which the candidate seeks election;**
 - d. shall serve if elected; and**
 - e. is not a candidate for any other office to be voted on at the election.**
- 8. A certification by the candidate that the information in the letter of intent is true and accurate.**

9. The date and signature of the candidate seeking office.

B. A letter of intent under subsection A of this section must be filed with the city clerk not earlier than the first business day following the last day of the filing period for declarations of candidacy for the election under Section 3.40.020, and not later than one p.m. on the day before the election.

Section 4. Effective Date. This ordinance is effective upon passage.

PASSED and ADOPTED by a duly constituted quorum of the Dillingham City Council on _____.

SEAL:

Alice Ruby, Mayor

ATTEST:

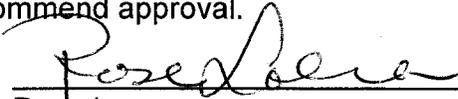
Janice Williams, City Clerk

Subject: An ordinance of the Dillingham City Council amending Chapter 3.60.050, Ballots – Marking, validity – Removal prohibited, and adding Chapter 3.60.055, Write-in candidates

Agenda of: September 6, 2012

Council Action:

Manager: Recommend approval.

City Manager: 
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	City Clerk / Janice Williams	jlw	

Fiscal Note: Yes _____ No X Funds Available: Yes _____ No _____

Other Attachment(s):

- None

Summary Statement.

At last year's October Regular City Election, no one had signed up for an open seat on the school board and on the council. There were over 70 write-ins. Several names rose to the top having received more than a single vote. The city was put in the position of having to ask the high vote getters (6 votes) if they wanted the seat. One did not. There is no requirement for a write-in candidate to file a letter of intent.

The committee was tasked with reviewing the code as it related to write-in candidates and to also review recent state statutes regarding write-in votes. The following changes are being recommended for adoption by the Council:

- disallow stickers on the ballot bearing the write-in's name (a survey of 7 municipalities of our size added this language to their election code quite some time ago);
- adopt language from the Wasilla and North Pole code regarding tallying votes for write-ins;
- require a letter of intent be on file for all write-ins (Wasilla code);
- adopt language for type of marks that will be allowed in filling in the oval on the ballot including X's, check marks, etc. (covered in several other municipalities our size);
- adopt write-in section in its entirety from the Wasilla code for its clarity (after the other changes noted above were made, it was not necessary after all to adopt the entire section).

This ordinance is being introduced at the September 6 Council meeting. To eliminate any confusion for the upcoming election Oct. 2, the ordinance will be scheduled for adoption Nov. 1. The City's Attorney has reviewed the proposed ordinance and commented since it is a change in election procedures, the City will need to get a preclearance review from the Dept. of Justice [after the ordinance is adopted] prior to the October 2013 election. .

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2012-50

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL WAIVING THE PURCHASE RESTRICTIONS AND EXTENDING APPRAISAL CO. OF ALASKA'S CONTRACT TO PROVIDE REAL AND PERSONAL PROPERTY ASSESSMENT SERVICES FOR 2013

WHEREAS, the City of Dillingham wishes to contract with an outside source for assessment services for the purpose of real and personal property assessments for 2013 year; and

WHEREAS, Dillingham Municipal Code (DMC) 4.30.130 allows waiving of purchase restrictions if the City Council finds that it is not in the public interest to follow the procurement procedures for the contracting of professional services, following approval of a resolution stating such; and

WHEREAS, the waiver is based on the criteria outlined in DMC 4.30.130, Exemptions A. 6, Restrictions and provisions of this chapter shall not apply, 6. To professional services retained on a continuing as opposed to a project basis, i.e. accounting, appraisal, legal and civil engineering services; and

WHEREAS, Appraisal Company of Alaska has performed these services professionally in the past, most recently for the period 2010-2012, and within budget, for which the Council wishes to retain such services;

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council waive the purchasing restrictions as stated above;

BE, IT FURTHER RESOLVED that:

1. The payment of services shall not exceed \$24,000 for 2013, which is a revaluation with inspection of all properties to be conducted in the fall of 2012; and
2. The contract assessor represent the City of Dillingham at the annual Board of Equalization Meeting. The assessor's fee for representation at the BOE is included in the price above.

PASSED and ADOPTED by the Dillingham City Council on September 6, 2012.

SEAL:

Alice Ruby, Mayor

ATTEST:

Janice Williams, City Clerk

SUBJECT: Resolution No. 2012-50, A Resolution of the Dillingham City Council waiving the purchase restrictions and extending Appraisal Co. of Alaska's contract to provide Real and Personal Property Assessment Services for 2013

Agenda of: September 6, 2012

Council Action:

Manager: Recommend approval.

City Manager: Rose Loera
Rose Loera, City Manager

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

Fiscal Note: Yes X No _____ Funds Available: Yes X No _____

Other Attachment(s):

- Agreement for Professional Services

Summary Statement.

The City needs to have Assessment services on an annual basis, and periodically have the real and personal property revalued. In an effort to get the services performed and finalized prior to March 1, 2013, the Finance Department is requesting that we extend the contract for Appraisal Company of Alaska for one year. Contracts for appraisal services can be exempted from the usual RFP process through DMC 4.30.130 A.6.

A. *Restrictions and provisions of this chapter shall not apply:*

6. *To professional services retained on a continuing as opposed to a project basis, i.e., accounting, appraisal, legal and civil engineering services.*

Administration recommendation: Adopt Resolution No. 2012-50

City of Dillingham
Fiscal Note

Agenda Date: September 6, 2012

Request:

ORIGINATOR: Carol Shade

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED:		FUNDING SOURCE	
est \$	24,000.00	General Fund: Finance	
FROM ACCOUNT		Project	
1000.7030.10.14.0000.0	\$ 24,000.00	Appraisals	
TO ACCOUNT:	VERIFIED BY: Carol Shade	Date: 8/30/2012	

EXPENDITURES

OPERATING	FY12	FY13	FY14	FY15
Personnel				
Fringe Benefits				
Sand				
Appraisals	24,000.00			
Land/Buildings				
Miscellaneous				
TOTAL OPERATING	\$ 24,000.00	\$ -	\$ -	\$ -

CAPITAL				
---------	--	--	--	--

REVENUE				
---------	--	--	--	--

FUNDING

General Fund	\$ 24,000.00			
State/Federal Funds				
Other				
TOTAL FUNDING	\$ 24,000.00			\$ -

POSITIONS

Full-Time	1	1	1	
Part-Time				
Temporary				

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: Carol Shade

August 31, 2012

DEPARTMENT: Finance Department

August 31, 2012

APPROVED BY: Carol Shade

8/31/12

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2012-51

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO CONTRACT WITH PREMIERA BLUE CROSS TO PROVIDE HEALTH
INSURANCE FOR THE CITY OF DILLINGHAM EMPLOYEES**

WHEREAS, it is the City's intent and preference to provide health insurance to its employees and dependents; and

WHEREAS, the City has routinely evaluated available health insurance plans as the cost to provide health insurance coverage has increasingly escalated over the past years;

WHEREAS, after due diligence the City has opted to change carriers from the State of Alaska Group Health Care and Life Insurance Benefit Plan to Premera Heritage Select PPO \$2,000 at an estimated annual savings of \$252,527; and

WHEREAS, the City does not want to cause undue hardship to the employees by instituting a High Deductible Health Plan, the City will implement a Health Reimbursement Arrangement that reimburses the employee from their current deductible to the newly selected plan deductible; and

NOW, THEREFORE, BE IT RESOLVED by the Dillingham City Council, Dillingham, Alaska that Rose Loera, City Manager, City of Dillingham, P. O. Box 889, Dillingham, AK 99576 be and is hereby designated as the Authorized Agent of the Employer and is hereby authorized to sign an Agreement with Premera Blue Cross for Health Insurance Coverage.

PASSED and ADOPTED by the Dillingham City Council on September 6, 2012.

SEAL:

Alice Ruby, Mayor

ATTEST:

Janice Williams, City Clerk

Subject: A Resolution of the Dillingham City Council authorizing the City Manager to Contract with Premera Blue Cross to provide health insurance for the City of Dillingham employees

Agenda of: September 6, 2012

City Council Action:

Manager: Recommend approval.

City Manager: Rose Loera
Rose Loera, City Manager

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

Fiscal Note: Yes _____ No X Funds Available: Yes X No _____

Other Attachment(s): None

Summary Statement.

In April 2012, the City was informed by Aetna that their health insurance premiums would be increasing by about 3.22%. The City had been continuing to look into a change in carriers and plans as is part of the budget process. With other expenses in the City increasing and the revenues decreasing the City was faced with a \$99,703 deficit. With this in mind the City continued to research changing from their current plan to a plan with a High Deductible. In conjunction with changing to a High Deductible plan, they have expressed their intention of implementing a Health Reimbursement Arrangement.

Current annual premiums	\$929,172
Premera PPO \$2,000 annual premiums	<u>647,687</u>
Projected Savings	\$281,485

Implementation of a Health Reimbursement Arrangement will reduce the total savings based on the utilization of the HRA. Below are four scenarios of savings assuming four different utilization rates:

Annual Employer Savings/Cost Assuming:	
100% Utilization HRA	\$164,483
80% Utilization HRA	187,233
60% Utilization HRA	209,983
40% Utilization HRA	232,733

Cost of dependent coverage. For example

FY13 Aetna Premiums				
	<u>Total</u>	<u>Cost of</u>	<u>Employee's</u>	<u>City's</u>
	<u>Premium</u>	<u>Dependent</u>	<u>Portion</u>	<u>Portion</u>
	<u>Coverage</u>			
Employee	815.50			815.50
EE & Ch	1,562.08	746.58	74.66	1,487.42
EE & Sp	1,884.19	1,068.69	106.87	1,777.32
Family	2,630.44	1,814.94	181.49	2,448.95

FY13 Premera Premiums				
	<u>Premium</u>	<u>Cost of</u>	<u>Employee's</u>	<u>City's</u>
		<u>Dependent</u>	<u>Portion</u>	<u>Portion</u>
	<u>Coverage</u>			
Employee	608.57			608.57
EE & Ch	1,125.85	517.28	51.73	1,074.12
EE & Sp	1,253.65	645.08	64.51	1,189.14
Family	1,770.93	1,162.36	116.24	1,654.69

The decrease in the monthly premiums for dependent coverage is \$22.93 for the staff that has the Employee and Children coverage, \$42.36 for the staff that has the Employee and Spouse coverage and \$65.26 for the staff that covers their entire family. This is an annual savings of \$275.16, \$508.32, and \$783.10 respectively.

Subject: Authorize City Manager to enter into a new contract with Project Manager with Aurora SMA

Agenda of: September 6, 2012

Council Action:

Manager: Recommend approval.

City Manager: Rose Loera
Rose Loera

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

Fiscal Note: Yes X No _____ Funds Available: Yes X No _____

Other Attachment(s):

- Copy of contract

Summary Statement.

The purpose of this action memorandum is to provide a new Project Management Services contract to Aurora SMC. The contract is to assist in the management of our major projects within the city for the next year. The last Project Management Contract with Aurora SMC expired on 6/30/12. His prior project management contract had 3 addendums to it and we felt a new contract was warranted. He is now overseeing the Horizontal Drilling Project that is currently underway and will work with us on the other projects listed under the addendum of the attached contract. As much as possible we will be paying his contract through project funds. The past 9 months the total expenses paid to Aurora SMC was approximately \$42,251 for project management services. This payment included expenses for travel, per diem, lodging and management fees. As much as possible we will use grant funds for these services.

CONTRACT FOR PROJECT MANAGEMENT SERVICE

This Agreement is entered into this 15th day of August 2012, by and between Aurora SMC, Inc., herein referred to as "Consultant" and the City of Dillingham (herein referred to as "City"). For good and valuable consideration, the receipt whereof is hereby acknowledged, Consultant and City agree as follows:

WHEREAS, City is in need of project management services to oversee the capital improvement projects that are identified in the scope of services.

WHEREAS, Consultant, through education and experience, possesses the requisite license and skills to perform such duties;

WHEREAS, City is therefore 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 through a designee. 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.

2. Term of Agreement

This agreement will be for 12 months beginning September 10, 2012 and ending September 10, 2013 as approved by the City Council at their September 6, 2012 meeting. Work will commence upon request of City.

3. Fee

- City shall pay Consultant at the hourly rate of seventy dollars (\$70) per hour for all services rendered by Consultant in performance of work authorized pursuant to this Agreement. Whenever possible payment for services rendered will be paid from project funds.
- The City of Dillingham will provide office space, in the Dillingham City Offices, and support services such as office equipment and phone, except computer equipment, in support of the Consultant at no cost to the Consultant during the period covered by this agreement.
- Normal and reasonable reimbursable expenses, which will incur a 5% mark up if not paid directly by the City of Dillingham.
- Reimbursable expenses for providing services performed under this contract and will include transportation costs to and from Dillingham; on site transportation; housing to include utilities and cable TV and per diem of \$35 per day..

4. Payments

Project Management Services – Aurora SMC

City agrees to make payments to Consultant as services are performed and costs are incurred, provided Consultant submits two (2) copies of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by City.

Billing and expense invoices can be submitted once a week. Invoices shall be accompanied by an activity report detailing work and accomplishments.

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

5. 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.

6. Indemnification

To the fullest extent permitted by law, Dillingham shall defend, indemnify and hold harmless Consultant, its officers, directors or members, sub-contractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured by Dillingham, that may arise from the performance of work by others not engaged by or acting for the Consultant, to the extent of the negligence attributed to such acts or omissions by others.

7. 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.

8. 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.

9. Designation of Representatives

The parties agree, for the purposes of this Agreement, that City shall be represented by and may act only through the City Manager 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 Steve Cropsey.

10. Termination

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice.

11. Insurance

Dillingham shall procure and maintain until substantial completion of the project, a commercial general liability insurance policy.

The commercial general liability insurance policy shall provide coverage for contractually assumed indemnity obligation of Dillingham, shall have a minimum policy limit of one million dollars (\$1,000,000) per occurrence, shall name the Consultant as an additional insured, and shall expressly waive subrogation rights of the insurer against the Consultant, its directors, officers, shareholders and employees. A copy of the complete policy shall be made available to the Consultant.

Dillingham in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and the Consultant is free to purchase such additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Consultant shall provide coverage at least as broad and with limits of liability not less than those stated below.

- Workers Compensation and Employers Liability

Workers Compensation Coverage required by AS23.30.045, if any.

Employers Liability:

Each Accident	\$100,000
Disease- Each Employee	\$100,000
Disease-Policy Limits	\$500,000

- 1) Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Dillingham its officers, directors, officials, agents and employees for losses arising from work performed by the Consultant for Dillingham.

Acceptability

Insurance is to be placed with insurers duly licensed companies in the State of Alaska. DILLINGHAM in no way warrants that the above requirement is sufficient to protect the Consultant from potential insurer insolvency.

Verification of Coverage

Consultant shall furnish a copy of the Certificates of Insurance (ACORD form) provided to Dillingham to receive notice as per AS21.36 Sections 210-310. All certificates and endorsements are to be received, if required, before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. The insurance company shall give

Project Management Services – Aurora SMC

not less than (30) days written notice to Dillingham prior to any cancellation, renewal, nonrenewable, or reduction in the amount of coverage. Failure to maintain the insurance policies as required by this contract or evidence of cancellation, renewal, non-renewal or reduction is a material breach of contract and grounds for termination of the Consultant's services and may preclude other agreements between the Consultant and Dillingham. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. Dillingham reserves the right to require complete, certified copies of all insurance policies required by this contract, at any time.

13. Claims Recovery

Claims by 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 therefrom 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.

14. Compliance with Applicable Laws

Consultant shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, 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 shall maintain a City of Dillingham business license and a State of Alaska business license and provide copies of said business licenses to City prior to performing services under this Agreement. 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 professional public works project management practices and shall comply with all applicable codes and standards.

15. 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.

16. 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 of Dillingham:

Rose Loera
City Manager
PO Box 165
Dillingham, AK 99576

To Consultant:

Steve Cropsey
Aurora SMC, Inc.
1960 Agua View
Mohave Valley, AZ 86440

17. 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.

18. 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 therefrom.

19. 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.

19. 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.

20. 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.

Project Management Services – Aurora SMC

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

Dated: _____

By: _____

Rose Loera
City of Dillingham

CONSULTANT

Dated: _____

BY: _____

Steve Cropsey
Aurora SMC

APPENDIX A

SCOPE OF SERVICES

The Consultant will serve as the single point of contact for all projects assigned. The Consultant will provide monthly updates to the City Manager on all assigned projects.

The Consultant will have authority to issue Change Orders in an amount not to exceed 7% of the total project cost but must however maintain complete project specification designated records for all approved Changed Orders. Change Orders above 7% must be submitted to the City Manager for City Council approval.

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

- Advise City Manager on status of capital projects under management by consultant and advance capital projects toward completion as requested;
- Advise City Manager in a mentoring capacity in the areas of municipal operations, municipal finance, City Council authorities/responsibilities, Department authorities/responsibilities, Municipal organizations/resources and City-wide Priorities/Projects;
- Project management for the Force Main relocation, the Wastewater Treatment Plant first phase to include securing engineering services to design the project with improvements and the Dillingham Library Roof. If possible payment for services in the management of these projects will come from project funds.
- Advise and assist the City Manager in connection with other water/sewer improvement projects, Snag Point erosion and bulkhead projects as requested.
- Provide assistance in developing grant loan applications for capital projects when requested.

Subject: Authorize City Manager to sign contract with Bennett Enterprises LLC for FY 2013 aggregate bid

Agenda of: September 6, 2012

Council Action:

Manager: Recommend approval

City Manager: Rose Loera
Rose Loera

Route To:	Department / Individual	Initials	Remarks
X	Finance / Carol Shade	CS	
X	Public Works Director / Malcolm Brown	MB	
X	City Clerk / Janice Williams	JW	

Fiscal Note: Yes X No _____ Funds Available: Yes X No _____

Other Attachment(s):

- Copy of FY 13 Aggregate Bid Contract

Summary Statement.

The purpose of the action memorandum is to authorize administration to sign a contract with Bennett Enterprises LLC for the delivery of sand and gravel for FY 2013. Bennett Enterprises was the lowest responsive bidder and the only bidder.

Product	Low Bidder	Price Per Cubic Yard
Sand for Streets	Bennett Enterprises, LLC	\$16.50
Pit Run Gravel	Bennett Enterprises, LLC	\$23.90

CONTRACT FOR AGGREGATE

(Name of contractor) _____

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

WHEREAS, City is in need of a person possessing the skills and ability required to render services as Contractor to City;

WHEREAS, Contractor, through education and experience, possesses the requisite license and skills to perform such duties;

WHEREAS, City is therefore desirous of engaging the services of Contractor as an independent, using independent professional judgment to accomplish assigned tasks;

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

1. Employment of Contractor

Contractor shall furnish gravel at the pit and / or deliver gravel to a specific City location according to the following specifications and conditions pursuant to this Agreement as listed in Appendix A "Scope of Work," incorporated herein by reference.

2. Term of Agreement

This agreement will extend through June 30, 2013.

3. Fee

City shall pay Contractor _____ at the bid amount of _____ per cubic yard. Contract ends June 30, 2013.

4. Payments

City agrees to make payments to Contractor as services are performed and costs are incurred, provided Contractor submits a 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 City.

Billing invoices can be submitted once a week. Invoices shall be accompanied by an activity report detailing work and accomplishments.

All invoices are otherwise due and payable within fifteen (15) days of receipt by the City.

5. Independent Contractor Status

In performing under this Agreement, Contractor acts as an independent and shall have

responsibility for and control over the details and means for performing the services required hereunder.

6. Indemnification

To the maximum extent permitted by law, Contractor 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.

7. Assignment

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

8. Subcontracting

Contractor 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.

9. Designation of Representatives

The parties agree, for the purposes of this Agreement, that City shall be represented by and may act only through the City Manager or such other person as they may designate in writing or is identified in Appendix A. Contractor shall be represented by and may act only through

10. Termination

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice.

11. Insurance

Contractor 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 Contractor and the City against liability that may accrue against them or either of them in connection with the performance of Contractor 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; and
- (b) Commercial general liability (CGI) insurance covering bodily injury, death, and property damage with a combined single limit of not less than one-million-dollars per claim (\$1,000,000)
- (c) Additional Insured. City shall be included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance of the City. The status of City as an insured in compliance with this

paragraph shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by City.

- (d) Insurance Certificate. All insurance shall be placed with an insurance carrier or carriers satisfactory to the City, and 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 Contractor to comply with any condition or provision of this Agreement or other conduct of Contractor 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. Failure of the Contractor to comply with these insurance requirements may cause the City to declare the Contractor in default and may cancel the contract.

13. Claims Recovery

Claims by City resulting from Contractors 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 Contractor for work performed or to be performed. City shall notify Contractor 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.

14. Compliance with Applicable Laws

Consultant shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, 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.

15. Records and Audit

Contractor 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.

16. 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 of Dillingham:

To Contractor:

Rose Loera
City Manager
P. O. Box 889
Dillingham, AK 99576

17. 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.

18. 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 therefrom.

19. Waiver

No failure on the part of either City or Contractor 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 Contractor to enforce the same or any other provision in the event of any subsequent breach or default.

19. 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.

20. 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.

APPENDIX A

SCOPE OF SERVICES

Contractor agrees to comply with all conditions of this contract and to maintain the certifications required in the Invitation to Bid.

1. Materials: materials shall be washed sand containing no frozen material, muck, roots, sod, dirt or other deleterious matter. The sand shall have moisture content of 7% or less as determined by WAQTC FOP for AASHTO T 255. The sand shall be graded within the limitations for dirt as shown below.

Sieve Designation Sand	100% 3/8" 0 - 2%	Passing minimum 200
Pit Run	6" minus 0 - 6 - 200	

2. Sampling: The contractor shall submit a relative sample of the material to be supplied. The City reserves the right to have samples tested to confirm to specs prior to and during delivery. The contractor will bear all cost related to the testing. Materials failing to conform to the specifications will not be used and will cause the City to declare the contractor in default and cancel the contract.
3. Quantity: The total quantity of sand to be purchased will be approximately one thousand (1,000) cubic yards.
4. Method of Measurement: Materials shall be measured by volume, in the truck, at the point of delivery.
5. Time line: Materials must be delivered and dumped to site no later than September 30, 2013. Contractor shall notify the Public Works Director forty-eight (48) hours prior to the initial delivery. Failure on the part of the Contractor to furnish materials within the allotted time may cause the City to declare the Contractor in default and may cancel the contract.

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: _____
Rose Loera, Manager
City of Dillingham

CONTRACTOR

Dated: _____

BY: _____
Representative

Subject: Reclassification of the Fire Department Coordinator Position

Agenda of: September 6, 2012

Council Action:

Manager: Recommend approval.

City Manager: Rose Loera
Rose Loera

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

Fiscal Note: Yes X No _____ **Funds Available:** Yes X No _____

Other Attachment(s):

Summary Statement.

The purpose of this action memorandum is to recommend the reclassification of the Fire Department Coordinator position to require the position to have minimal qualifications of an EMT 1 and/or Firefighter 1 and instructor training certification. The reason for this is two-fold:

- 1) In March we received a report from Insurance Services Office (ISO) after an audit they completed on our fire department. The audit was done to determine our structure fire suppression capabilities. The audit was conducted because of a possible classification change for our community. The score we received has the potential of changing our classification for Dillingham which can result in higher fire insurance rates for home owners. We presented them a plan to address some of the areas that we felt could be improved. The improvement plan that they accepted included reclassifying the existing Fire Dept. Coordinator job description to require the individual to be an EMT 1 and/or Firefighter 1 and increase the wage for the position. This reclassification will award us additional points.
- 2) Having an employee as a certified EMT 1 and/or Firefighter 1 will allow the department to respond with a driver to emergency calls and reduce the need for our volunteers to respond during the day. The volunteers at this time are feeling overwhelmed and are need some relief from being called out.

The fiscal impact is an increase of approximately \$15,000 in wages and fringe since the reclassification increases the position from a Grade VII to 1X. The attached job description shows in yellow the additions and the strike out's shows the deletions.



Job Description

Job Title	Fire Department Coordinator	Department	Fire
Reports to	Chief of Police	Salary Level	VII change to IX
Classification	Overtime Non-Exempt	Approved By	<i>Rose Loera, City Manager</i>

I. General Description

This position will assist in carrying out the priorities established for this position by the Fire Chief and Fire Department Executive Committee, under direct supervision of the Chief of Police. Priorities are: (1) administration, (2) training, (3) maintenance of apparatus, equipment and facilities, (4) grant writing, (5) public education/relations, and (6) other - supervises assigned staff.

II. Reasonable Accommodations

To perform this job successfully, an individual must be able to perform each essential job duty and physical demands satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

III. Essential Job Duties

1. ~~Responds to fire and medical emergencies while on duty.~~
2. ~~Serves as an emergency medical technician.~~
3. ~~Acts as the department's EMS training officer by coordinating regular training drills and special classes on the safe operation of the City's EMS equipment.~~
4. ~~Assists with the development, organization and implementation of department training, ensuring that it is consistent with NFPA guidelines.~~
5. ~~Provides emergency medical training to other city departments including an orientation to NIMS for all new employees.~~
6. ~~Compiles short and long range fire department goals and plans regarding budgeting, equipment acquisition, policies, programs and other department concerns in conjunction with the Fire Chief and Fire Department Executive Committee.~~
7. ~~Coordinates with the Fire Chief and Public Works the annual/blannual testing of the hoses, pumps and hydrant to make sure testing is completed as required (typically either annually or once every two years depending on what is being tested) and maintain logs showing testing completion dates and results.~~
8. ~~Plan, direct, manage, supervise and coordinate the administration and operations of the Fire Department and assist with developing, implementing and maintaining written policy procedures, work standards, goal and objectives.~~
9. Responsible for coordinating the ambulance billing with 3rd party contractor, including reports and communication with insurance and other agencies as necessary. Maintains patient confidentiality in accordance with Federal Health Information Privacy Act.



City of Dillingham

Job Description

10. Completes and maintains agreements and applications for billing insurance companies.
11. Provides reports to the Fire Chief. Takes minutes for Fire Department and Executive Committee meetings. Attend City Council meeting as requested. Attends city staff meetings on behalf of the Fire Department.
12. Performs grant research, writes grant proposal narratives, compiles information and assembles material.
13. Participates in the budget process and budget administration for the Fire Department in cooperation with the Executive Committee.
14. ~~Attend officers meetings, regular meetings of the Fire Department, and special meetings as required.~~ Acts as information liaison between the City and agencies for the Fire Department. Serves as staff for the Fire Chief and Executive Committee under the direction of the City Manager.
15. Supervises the completion of status and statistical reports for fire and/or EMS including routine reports after each incident.
16. Oversees the City National Incident Management System/Incident Command System (NIMS/ICS) compliance program and records.
17. Plans, prepares, and organizes workloads and staff assignments, expedites workflow, and makes staffing decisions for department.
18. Oversees department personnel matters, makes recommendations regarding appointments, promotions, suspensions, and dismissal of department employees.
19. Assists Human Resources Assistant with recruitment and selection of employees.
20. Oversees department personnel evaluations.
21. Assists with the mapping and developing of pre-fire plans of commercial, residential and other structures.
22. ~~Maintains accurate and current training records, ensuring that every member meets the minimal annual training requirements, as outlined by NFPA standards. Also assures that training material is available and volunteers are trained to NFPA standards.~~
23. ~~Assist with the coordination of volunteers and organizations of training programs.~~
24. Oversees the issue and tracking of department equipment and security badges.
25. ~~Establishes a schedule for the maintenance and testing of equipment, as per NFPA standards.~~
26. ~~Assist in the development and maintenance of department training programs including an orientation to NIMS for all new employees.~~
27. Assists in the coordination of drills with appropriate individuals and agencies, as necessary.
28. Ensures that apparatus and equipment are in a state of readiness and available for use by members. Coordinates with the Department of Public Works for routine cleaning, maintenance, testing and repair of apparatus, equipment and facilities. Establishes a schedule for maintenance.
29. Coordinates with the Department of Public Works for the routine cooperative testing of water supplies throughout the community.
30. May assist with fund raising activities on behalf of the department.



City of Dillingham

Job Description

31. Promotes a positive image of the department within the community.
32. Participates in the recruitment of new members.
33. May join the department as a volunteer member, but cannot serve on the Executive Committee while employed as the Fire Department Coordinator.

IV. Knowledge, Skills and Abilities

Knowledge:

This position requires proficiency in the following areas:

1. Basic knowledge of the operation and maintenance of department apparatus and equipment.
2. Knowledge of fire and EMS department administration.
3. Knowledge of hazardous materials and/or response to hazardous materials.
4. Knowledge of the Uniform Fire Code, Uniform Building Code, Uniform Mechanical Code, National Electrical Code, City and State Codes, Ordinances and Statutes.
5. Working knowledge of computers, word processing and spreadsheet software.

Skills and Abilities:

This position must demonstrate the following skills and abilities:

1. Effective grant writing ability desired.
2. Experience with coordination and administration of volunteers.
3. Excellent written and verbal communication skills.
4. Work with co-workers, volunteers, outside agencies, and vendors in a professional manner.
5. Proven ability to work in a cooperative manner with volunteer members and boards; references may be required.
6. Interacts with the public in a courteous, helpful and professional manner.
7. Proven ability in administration and supervision desired.
8. Ability to conduct continuing education and training sessions.
9. Willingness and ability to attain instructor status in fire and/or EMS fields.
10. Maintains the confidentiality of information acquired during service as a City employee.

V. Work Environment and Physical Effort

The employee may have to manage a number of projects at one time, and may be interrupted frequently. The employee may find the environment to be busy, noisy and will need excellent organizational and time and stress management skills to complete the required tasks.

The employee may spend long hours sitting and using office equipment and computers, which can cause muscle strain. The Fire Department Coordinator must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.



City of Dillingham

Job Description

VI. Education and/or Experience

Education:

1. High school diploma or General Equivalency Degree (GED).
2. Associates Degree (desirable, but not required)
3. **EMT I and/or Fire Fighter 1 certification required**

Experience:

1. Administrative skills preferred but not specifically required.
2. Experience working with fire service and/or emergency medical service preferred but not specifically required.
3. Supervisory experience preferred but not required.
4. Prior experience operating emergency apparatus and equipment desired.

III. Certification and Training

1. National Incident Management System (NIMS) compliance training and certification.

VIII. Supervisory Responsibility

Fire Department Office Assistant and other part-time or full-time employees as necessary.

IX. Scope of Employment

Regular, full-time, exempt, shift work, evenings and weekends may be required.



City of Dillingham

Job Description

X. Acknowledgment

I understand the duties of this position as detailed in this job description.

Employee: _____ Date: _____

This job description is accurate and has been reviewed with the above employee.

Supervisor: _____ Date: _____

Senator Begich's staff visit

August 23, 2012

Talking Points:

Erosion

Emergency Bank Stabilization at the harbor

- Reauthorization of PL 99-190 section 116 – with higher amount of funding (orig. authorization of 1.5 million for Galena, Bethel, Dillingham)
- Appropriation for project in Dillingham – 21.5 million construction ready
- New Agreement cost share – 35%= city operating budget, request 10%
- Agreement must be in place for any match to count

Erosion at Snag Point bulkhead

- Exposed force main – relocating HDD to WWTP
- 10-15 ft of beach has been lost, city spent 500,000 on riprap to shore up BH

Erosion at BBAHC

- Bluff loss eminent threat to Hospital sewage lagoon
- I H S property

Public Safety

Public Safety Building and New Downtown Fire Station

- Fire Station – not salvageable per 2010 building assessment by Bezek, Durst, Seizer
- Public Safety Building – salvageable, at great expense

Human and Solid Waste

- Landfill – violations
- WWTP – violations
- Wastewater collection system – lift stations dangerous, not up to current engineering standards

Rough Estimate Total Cost wastewater and solid waste projects 25.28million.....

Policy – could programs in Dillingham such as Environmental Health (ANTHC funding) serve entire community?



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
P.O. BOX 8898
ELMENDORF AFB, ALASKA 99506-0898

REPLY TO
ATTENTION OF:

Civil Project Management Branch

DEC 17 2010

City of Dillingham
Planning Department
P. O. BOX 889
Dillingham, Alaska 99576

Dear Ms. ~~Seitz,~~ *Jodly*

This letter is to detail the issues and concerns that we have discussed via telephone regarding the inability of the Corps of Engineers to enter an agreement with the City of Dillingham, and construct the designed Emergency Bank Stabilization project on each side of the small boat harbor. The project has been designed and internally reviewed. Once authority and funding for construction is received we will need to have the project reviewed again to verify items that may have been superseded and to obtain an external review of the project before it is ready to be advertised. There are several steps that are required to get this project from its present status to the point where we can be concerned about those details.

Upon approval of the May 2009 report the District requested guidance to revise the existing Snag Point agreement between the District and the City of Dillingham. On November 3, 2010 the Assistant Secretary of the Army for Civil Works (ASACW) responded that the referenced authority to do the work (Section 116 of P.L. 99-190) was insufficient authority for the proposed construction "Unless the statutory expenditure limitation is increased, or additional appropriations are provided in law specifically for the Dillingham bank stabilization." An alternative solution encouraged in that correspondence was to use the more recent authority of Section 116 of P.L. 111-85 which requires cost-sharing at 65% Federal and 35% non-Federal. This provides two routes to initiate construction for the Emergency Bank Stabilization project. One solution would be to obtain an in-law increase in the authority of Section 116 of P.L. 99-190 and either simultaneously or subsequently, also obtain earmarked funding as needed for the project or project phase. The second solution, seemingly favored by the ASACW, would be to develop a new cost-shared agreement under the authority of Section 116 of P.L. 111-85 to execute the work defined in the approved report, and seek funding for both the local share (35% non-Federal) and additional construction appropriation for the Federal share (65%).

The District is ready to support and provide data as required to help the City of Dillingham pursue either route to enable construction of this important infrastructure. The present economic situation and political climate does lean toward the course suggested by the ASACW as that of least resistance. Please inform me of your decision on direction so I can prepare the information for your selected action.

If you have any questions or concerns about this letter, please contact me at (907) 753-5621, or by e-mail at david.p.williams@usace.army.mil. I look forward to working with you to get this project completed.

Sincerely,

A handwritten signature in black ink, appearing to read "David P. Williams". The signature is fluid and cursive, with a large initial "D" and "W".

David P. Williams P.E.
Project Manager



August 30, 2012

Honorable Sean Parnell
Alaska State Capitol Building
P.O. Box 110001
Juneau, AK 99811-0001

Subject: Alaska Regional Development Organization Program

Dear Governor Parnell:

The City of Dillingham fully supports the reauthorization of the Alaska Regional Development Organization (ARDOR) program as well as an increase in funding. The Alaska legislature has continued to reauthorize the program since 1988 and should do so again, as it is a sound investment in the future of our state. The ARDORs provide services to stimulate economic development across the state, often in isolated and economically depressed regions and serve as a point of coordination between local, state, and federal agencies, as well as the private sector.

We also support an increase in ARDOR program funding to the maximum amount under statute. The ARDORs have accomplished admirable goals in business development, community planning, and infrastructure improvements and continue to do so. Increased funding will allow the ARDORs to enhance their services and increase the businesses and agencies they collaborate with.

Locally, we have worked with the Southwest Alaska Municipal Conference (SWAMC) on several issues. The organization will celebrate its 25th anniversary next year. Over the past two decades, SWAMC has been a leader in fisheries development and an advocate for our coastal communities. They have assisted businesses large and small, from mom and pop bed and breakfasts to multinational seafood processors, and they have undertaken important foundational economic development projects in our region, with a focus on infrastructure, energy, business, and broadband planning.

We enjoy the working relationship we have with our regional ARDOR and would like that relationship to continue and to grow. We hope you will agree with us in recognizing the ARDOR program as a sound investment in the future of our state.

Thank you for your time and consideration.

Sincerely,

Alice Ruby, Mayor
City of Dillingham

DILLINGHAM SENIOR ADVISORY COMMISSION
Meeting Minutes
August 15, 2011

I. CALL TO ORDER

Maryanne Dickey called the meeting to order at 1:10 p.m.

II. ROLL CALL

Maryanne Dickey

Angela Clark - excused

June Ingram

Johanna Bouker

Basil Backford

Spruce Lynch

V.I. Braswell

Ida Noonkesser, Senior Center Director

III. APPROVAL OF AGENDA

Spruce Lynch moved to approve the Agenda, June Ingram seconded, Motion Carried unanimously.

IV. APPROVAL OF MINUTES

The minutes were done and sent early but were not available. Approval will be done at the next meeting.

V. STAFF REPORT

Ida reported she had to spend \$2,000 on congregate meals and met this by providing lunch to Aleknagik seniors, and to the Marrulut Eniit facility across the street.

A. Fredrick Coolidge (BBNA Summer Program) – Ida reported she had this youth who helped the center for the summer, and was done last Friday. He helped clean out the garage that was full of stuff after the flood.

B. Culture Camp – Ida reported this was canceled due to weather.

C. Aleknagik Transportation Grant – Ida reported Aleknagik didn't get the grant, but the state will pay \$20 per person until funds they set aside run out in the amount of \$5,000. She gets a list of the seniors from the bus driver so this count could be turned in.

VI. NEW BUSINESS

There were no items for consideration at this time.

VII. OLD BUSINESS

There were no items for consideration at this time.

VIII. PUBLIC COMMENTS

IX. COMMITTEE COMMENTS

There was a question on who is renting the senior apartment, and the Potato House.
Do the funds get put into the senior center account?

Ida reported she is purchasing items locally because by pass mail is so expensive that makes it cheaper to buy in town. She orders some items that can't be bought locally.

Question if the center receives fish from the supply fishermen donate to the school as they reported on the radio fish is donated to the schools, SWRS, and the center.

X. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 1:35 p.m.

Respectfully submitted,

Vivian Braswell
Committee Member

DILLINGHAM SENIOR ADVISORY COMMISSION

Minutes

May 16, 2012

I. CALL TO ORDER

Chairperson Maryanne Dickey called the meeting to order at 1:00 p.m.

II. ROLL CALL

Maryanne Dickey-Chair, Basil Backford, Tracy Hightower, V.I. Braswell-Secretary

III. APPROVAL OF MINUTES

V.I. Braswell moved to approve the April minutes, Tracy Hightower seconded, Motion carried unanimously.

IV. APPROVAL OF AGENDA

By general consensus the agenda was approved as presented.

V. STAFF REPORT

A. Food orders vs. local purchase

Ida explained due to the high cost of by-pass mail, it was cost effective to purchase locally through N&N. She is also talking to A.C. and Big Foot.

B. Volunteers from high school

Ida explained there were supposed to be a few volunteers from the high school but no one has showed up. They were going to help pick up around the senior center, especially with the cans.

C. Culture Camp at the Senior Center (summer program June 18 – July 13)

Ida explained Kim Williams called asking to involve seniors for the Culture Camp that will be held from June 18 – July 13. The commission felt this is a good idea to involve the seniors as much as possible with this activity.

D. NTS Grant status (waiting for official response)

Ida explained she is still waiting to hear about the late grant application, but was advised not to worry.

Ida explained she had to spend down money for the lunch program and will send lunch up to Aleknagik for the seniors up there, and also includes Marrulut Eniit for their lunch program.

VI. NEW BUSINESS

A. Meeting schedule for summer

Ida explained the next meeting of the Senior Advisory Commission will be held on August 15, 2012 at 1:00 p.m. at the Senior Center.

VII. OLD BUSINESS

None at this time

VIII. PUBLIC COMMENTS

There were none at this time

IX. COMMITTEE COMMENTS

The committee made suggestions to get more community involvement surrounding the Senior Center by having someone come up and do blood pressure checks on the seniors; taking the seniors out on rides to do things such as pick wild celery or berries; making little things for special occasions to give to people from the seniors that they made; and setting up the Wii activity game members bought to give the seniors more exercise out in the living room area for more participation.

X. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 1:40 p.m.

Vivian Braswell
Secretary