



Alice Ruby, Mayor

*City Council Members*

- Elizabeth Pearch • 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

**SPECIAL MEETING**

**12:15 P.M.**

**DECEMBER 14, 2011**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **APPROVAL OF AGENDA**
- IV. **SPECIAL BUSINESS**
  - A. Resolution No. 2011-86, A Resolution of the Dillingham City Council to Waive the Advertising Requirements to Provide Engineering Design Services to Relocate an Endangered Portion of the Snag Point Force Main
  - B. Resolution No. 2011-87, A Resolution of the Dillingham City Council Awarding a Contract to PND Engineers Inc. to Provide Engineering Design Services to Relocate an Endangered Portion of the Snag Point Force Main
  - C. Resolution No. 2011-88, A Resolution of the Dillingham City Council Adopting an Alternative Allocation Method for the FY12 Shared Fisheries Business Tax Program and Certifying that this Allocation Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in the Bristol Bay Fisheries Management Area (FMA 5)
  - D. Resolution No. 2011-89, A Resolution of the Dillingham City Council Creating a City of Dillingham Parks and Recreation Committee
- V. **CITIZEN'S DISCUSSION (Open to the Public)**
- VI. **COUNCIL COMMENTS**
- VII. **MAYOR'S COMMENTS**
- VIII. **EXECUTIVE SESSION**
  - A. Legal Matter
    1. Gladden vs. Dillingham
- IX. **ADJOURNMENT**

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2011-86

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AUTHORIZING THE CITY MANAGER TO WAIVE THE ADVERTISING REQUIREMENTS TO PROVIDE ENGINEERING DESIGN SERVICES TO RELOCATE AN ENDANGERED PORTION OF THE SNAG POINT FORCE MAIN**

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WHEREAS, the City of Dillingham (City) and US Army Corps of Engineers (USACE) identified an immediate threat to a section of the City's force main exposed on the beach in front of the Snag Point Bulkhead wall; and

WHEREAS, the firm of PND Engineers Inc. provides engineering design services for Horizontal Directional Drilling (HDD) projects which requires specialized knowledge and judgment; and

WHEREAS, Dillingham Municipal Code allows in Section 4.30.130 Exemptions, paragraph A, item 6, bids are not required for engineering services when retained on a continuing basis or in paragraph B, item 4, the provided services require "specialized knowledge and judgment; and

WHEREAS, PND Engineers Inc. is providing the required engineering services as a continuation of engineering services provided to the City for stabilization of the City's Snag Point Bulkhead, HDD Route Soils Testing, and third party Sewer Force Main Alternatives and Bulkhead Costal Erosion Study; and

WHEREAS, PND Engineers Inc has the specialized knowledge and judgment to provide the required engineering services;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to waive the advertising requirements and proceed to negotiate with PND Engineering to assist the City in providing an engineering design to relocate an endangered portion of the Snag Point Force main.

PASSED and ADOPTED by the Dillingham City Council on December 14, 2011.

SEAL:

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

ATTEST:

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

City of Dillingham Information Memorandum R2011-86

Subject: A Resolution of the Dillingham City Council authorizing the City Manager to waive the advertising requirements to provide engineering design services to relocate an endangered portion of the Snag Point Force Main

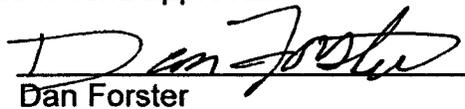
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Agenda of: December 14, 2011

City Council Action:

Manager: Recommend approval.

City Manager:

  
Dan Forster

Route To:	Department / Individual	Initials	Remarks
X	Project Manager / Steve Cropsey	SC	
X	Finance Director / Carol Shade	CS	
X	City Clerk / Janice Williams	JW	

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

Other Attachment(s):

**Summary Statement.**

At the August 29, 2011 Special Council Meeting, Project Manager Steve Cropsey reported on the progress being made to repair the City's force main. The design provided by Bristol Environmental and Engineering Services (BEES) would reroute the main through the existing roadway and was ready to go out for bid to the cost of \$4M. USDA, one of the possible funding sources, required a third party engineering alternative. The City had entered into a contract with PND to provide that analysis. They recommended underground horizontal directional drilling and drill in the sewer line from the holding ponds to the pier, cost of \$1.45M. To protect the bulkhead they suggested reinforcing it using an anchor back system with a new whaler on the sheet pile, for the cost of \$486,500. Cropsey asked the Council to direct staff to either go out for a RFP to design the solution brought forward by PND, or go forward with the project as designed by BEES. The Council directed staff to move forward with a RFP for design services for the PND option.

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2011-87

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL AWARDING A CONTRACT TO PND ENGINEERS INC TO PROVIDE ENGINEERING DESIGN SERVICES TO RELOCATE AN ENDANGERED PORTION OF THE SNAG POINT FORCE MAIN**

WHEREAS, the City of Dillingham (City) and US Army Corps of Engineers (USACE) identified an immediate threat to a section of the City's force main exposed on the beach in front of the Snag Point Bulkhead wall; and

WHEREAS, the City of Dillingham received a grant from the State of Alaska in 2011 in the amount of \$1.8 million to relocate the endangered force main; and

WHEREAS, the firm of PND Engineers Inc. provides engineering design services for Horizontal Directional Drilling (HDD) projects which requires specialized knowledge and judgment; and

WHEREAS, re-routing the force main by use of HDD is estimated to be less than half of the cost of installing a new line which would be routed through the City's existing streets and roads; and

WHEREAS, PND Engineers Inc. is providing the required engineering services as a continuation of engineering services provided to the City for stabilization of the City's Snag Point Bulkhead, HDD Route Soils Testing, and third party Sewer Force Main Alternatives and Bulkhead Costal Erosion Study;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Dillingham City Council hereby awards a contract to provide engineering services to PND Engineers Inc. on a "time and materials cost" basis in an amount "not to exceed" one hundred sixty-six thousand ninety-five dollars (\$166,095.00).
2. Said contract tasks do not include Field Construction Inspection and associated Field Inspection Expenses.
3. The City Council authorizes the Mayor or City Manager to sign said contract on behalf of the City of Dillingham, Alaska.

PASSED and ADOPTED by the Dillingham City Council on December 14, 2011.

SEAL:

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

ATTEST:

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

City of Dillingham Information Memorandum No. R 2011-87

Subject: A Resolution of the Dillingham City Council awarding a contract to PND Engineers Inc for engineering design services to relocate an endangered portion of the Snag Point Force Main

Agenda of: December 14, 2011

City Council Action:

Manager: Recommend approval.

City Manager:   
Dan Forster

Route To:	Department / Individual	Initials	Remarks
X	Project Manager / Steve Cropsey	SC	
X	Finance / Carol Shade	CS	
X	City Clerk / Janice Williams	JW	

Fiscal Note: Yes  No  Funds Available: Yes  No

Funds are available in the State of Alaska Legislative Grant of 2011 Force Main Replacement

**Other Attachment(s):**

- Contract for Services PND Standard For Engineering Services on a cost Not to Exceed

**Summary Statement.**

Comments from Project Manager, Steve Cropsey:

The project is funded from 2011 State of Alaska Legislative Grant for relocation of a portion of the force main located in front of the bulkhead wall in the area of Snag Point. PND has provided engineering services to the City for several major waterfront projects. PND provided the third party engineer's review of the alternative solutions for re-routing the force main. The review proved that HDD was the most efficient method of permanently protecting the line while at the same time proving to be the most cost effective solution. PND has considerable experience working on problems associated with the Dillingham shoreline facilities thereby being the most qualified firm for this particular project. For this design project the Dillingham Municipal Code and State of Alaska Statutes allow contracting with PND Engineers Inc. on a "Time and Material Not to Exceed" cost basis without going out to bid. This is due to the fact that PND Engineers Inc has specialized knowledge and judgment in this particular project. PND also has considerable in house file information, which reduces research costs had another firm been selected. PND Engineers Inc.'s fee schedule for professional services is reasonable and similar to those of other Alaska located engineering firms. (Schedule is included)

City of Dillingham  
Fiscal Note

Agenda Date: Wednesday, December 14, 2011

Request: \_\_\_\_\_

ORIGINATOR: Carol Shade

<b>FISCAL ACTION (TO BE COMPLETED BY FINANCE)</b>		<b>FISCAL IMPACT</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>AMOUNT REQUESTED:</b> \$ 166,095.00		<b>FUNDING SOURCE</b> State Legislative Appropriation	
<b>FROM ACCOUNT</b> 23- 63-750-610 \$ 166,095.00		<b>Project</b> Force Main Relocation	
<b>TO ACCOUNT:</b>	<b>VERIFIED BY:</b> Carol Shade	<b>Date:</b> 12/12/2011	

**EXPENDITURES**

OPERATING	FY12	FY13	FY14-FY15	FY16-FY32
Personnel				
Fringe Benefits				
Capital Equipment				
Major Equipment				
Land/Buildings				
Engineering & Design				
<b>TOTAL OPERATING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Capital	166,095.00			
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REVENUE				
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**FUNDING**

General Fund				
State/Federal Funds	166,095.00			
Sewer Fee Revenue				
<b>TOTAL FUNDING</b>	<b>\$ 166,095.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**POSITIONS**

Full-Time				
Part-Time				
Temporary				

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: Carol Shade  
DEPARTMENT: Finance Department  
APPROVED BY: \_\_\_\_\_

December 12, 2011  
December 12, 2011  
\_\_\_\_\_

**PND Engineers, Inc. (PND)**  
**Standard Form of Agreement**  
**For**  
**Professional Engineering Services**

This is an **Agreement** effective as of \_\_\_\_\_ ("**Effective Date**") by and between

**CLIENT**  
 ("**Client**")

City of Dillingham  
P.O. Box 889  
Dillingham, Alaska 99576

Phone: 907-842-3423  
Fax: 907-842-2060  
E-mail: specialprojectsmgr@dillinghamak.us

**ENGINEER**  
 ("**Engineer**")

PND Engineers, Inc.  
1506 W 36<sup>th</sup> Ave.  
Anchorage, Alaska 99503

Phone: 907-561-1011  
Fax: 907-563-4220  
E-mail: dthieman@pndengineers.com

**Engineer** agrees to provide the services described below to **Client** for:

**Horizontal Directional Drill Sewer Forcemain Relocation**  
 ("**Project**")

PND Project No. 111062

The following is a brief description of **Engineer's Services**, which is more fully described in **Exhibit A**:

Engineering services for design, survey, permitting assistance and construction support of HDD Sewer Forcemain Relocation Project.

**Client** and **Engineer** further agree as follows:

### 1.01 Basic Agreement

A. **Engineer** shall provide, or cause to be provided, the services set forth in this **Agreement**, and **Client** shall pay **Engineer** for such Services as set forth in Paragraph 2.01.

### 2.01 Payment

A. **Engineer** will prepare a monthly invoice in accordance with **Engineer's** standard invoicing practices and submit the invoice to **Client**.

B. Invoices are due and payable within 30 days of receipt. If **Client** fails to make any payment due **Engineer** for services and expenses within 30 days after receipt of **Engineer's** invoice, the amounts due **Engineer** will be increased at the rate of 1 ½ % per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

In addition, **Engineer** may, without liability, after giving seven days written notice to **Client**, suspend services under this **Agreement** until **Engineer** has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. The **Engineer's** compensation is determined by and conditioned on the time to complete **Project** as described in Exhibit A. Should the time to complete the **Project** be extended beyond the described periods through no fault of the **Engineer**, the total compensation to the **Engineer** shall be appropriately adjusted.

### 3.01 Additional Services

A. If authorized by **Client** in writing, **Engineer** shall furnish services in addition to those set forth.

B. **Client** agrees to pay **Engineer** an amount equal to the **Engineer's** employees cumulative hours charged to the **Project** by each class of employee times standard hourly rates for each applicable billing class; plus reimbursable expenses and **Engineer's** consultants' charges, if any plus markup. Alternatively, the **Client** and **Engineer** may make additional compensation Agreements such as Lump Sum (LS) or Fixed Fee (FF) but only in writing.

### 4.01 Termination

A. Either party shall have the right to terminate this **Agreement** in whole or in part at any time and for reasonable cause, by delivery of 15 days' written notice, specifying the extent and effective date thereof. After receipt of such notice from **Client**, **Engineer** shall stop work hereunder to the extent and on the date specified in such notice, terminate all

subcontracts and other commitments to the extent they relate to the work terminated, and deliver to the **Client** all completed deliverables in connection with the work terminated.

B. In the event of any termination by **Client** pursuant to this clause, and provided **Engineer** is not in default of a material obligation under the **Agreement**, **Engineer** shall be paid as follows.

#### B.1 Time and Material Contracts:

**Client** shall pay **Engineer** for all time and material costs incurred as of the date of Termination per **Engineer's** Standard Rate Schedule.

#### B.2 Fixed Fee or Lump Sum Contracts:

**Client** shall pay **Engineer** the percentage of the Fixed Fee or Lump sum equivalent to the percentage of work completed as of the date of Termination. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this **Agreement**.

### 5.01 Controlling Law

A. This **Agreement** is to be governed by the law of the state in which the **Project** is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. **Client** and **Engineer** each is hereby bound and the partners, successors, and executors of **Client** and **Engineer** (and to the extent permitted by paragraph 6.01.B the assigns of **Client** and **Engineer**) are hereby bound to the other party to this **Agreement** and to the partners, successors, and executors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this **Agreement**.

B. Neither **Client** nor **Engineer** may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this **Agreement** without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by **Engineer** under this **Agreement** will be

the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. **Engineer** makes no guarantees or warranties, express or implied, under this **Agreement** or otherwise, in connection with **Engineer's** services. **Engineer** and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. **Engineer** shall not at any time supervise, direct, or have control over any contractor's work, nor shall **Engineer** have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. **Engineer** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between **Client** and such contractor.

D. **Engineer** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except **Engineer's** own employees) at the **Project** site or otherwise furnishing or performing any of construction work; or for any interpretations or clarifications of the construction contract given by **Client** or contractor without consultation and advice of **Engineer**.

E. All design documents prepared or furnished by **Engineer** are instruments of service, and **Engineer** retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the **Project** is completed. The **Client** shall not rely in any way on any document unless it is in printed final form signed and sealed by the **Engineer** or one of the **Engineer's** subconsultants.

F. To the fullest extent permitted by law, **Client** and **Engineer** (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **Project**, and (2) agree that **Engineer's** total liability to **Client** under this **Agreement** shall be limited the total amount of compensation received by **Engineer**.

Professional Services Agreement (8/2009)  
Client / PND Engineers, Inc.

The **Client** shall immediately notify **Engineer** of any claim asserted in connection with the **Project** that relates to engineering services.

G. The parties acknowledge that **Engineer's** scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If **Engineer** or any other party encounters a Hazardous Environmental Condition, **Engineer** may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the **Project** affected thereby until **Client**: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. Changes to the design may be necessary as the work proceeds. The design is expected to change during construction which can result in increased cost to the **Client** for several reasons including:

H.1 Project Betterment – Items that are added to the work to improve the overall project that were not considered during design.

H.2 Unforeseen Conditions – Items of work added due to unknown conditions often associated with geotechnical variations and as-built conditions that could not be determined.

H.3 Design Additions – Items of work to add elements that are required for a functioning facility.

H.4 Design Revisions- Items of work needed to revise the design, including typographical items, changes due to conflicts or inconsistencies and conflicts or inconsistencies which may become apparent during construction.

The **Client** acknowledges that project betterment, unforeseen conditions and design additions and revisions can occur and that all cost associated with those items are part of the normal course of business and shall not be charged to the **Engineer**.

Design additions and revisions are expected and should be anticipated. The **Engineer** and **Client** agree to work together to correct these items to minimize cost. Potential for design additions and revisions are related to the type and complexity of work.

I. All documents, including Drawings and Specifications, furnished by **Engineer** pursuant to this

PND Initials \_\_\_\_\_  
Client's Initials \_\_\_\_\_

PND No. 111062  
Page 3 of 6

**Agreement** are instruments of **Engineer's** services in respect to the **Project**. They are not intended or represented to be suitable for reuse by **Client** or others on extensions of the **Project** or on any other project. Any reuse without specific written verification or adaptation by **Engineer** will be at **Client's** sole risk without liability or legal exposure to **Engineer**, and **Client** shall indemnify, defend, and hold harmless **Engineer** from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting there from. Any such verification or adoption will entitle **Engineer** to further compensation at rates to be agreed upon by **Client** and **Engineer**.

**Engineer** does not sell or convey any property interest in the design including drawings; **Engineer** only licenses the use for a particular **Project** and purpose for the duration of the **Project**. The **Client** shall not convey, sell or authorize any other party to use the design. The **Client** shall not reuse the design for any other purpose. The **Client** agrees to use reasonable measures to keep the information confidential and avoid any unauthorized reuse or dissemination. For any unauthorized use by the **Client** or breach of this **Agreement**, the **Client** agrees to pay the **Engineer** reasonable licensing fees and/or damages. **Client** agrees to indemnify, defend and hold **Engineer** harmless from any and all claims arising from or related to unauthorized use of the design.

J. Electronic files may be supplied for convenience. Use of this electronic information is at the risk of the end user, and **Engineer** can not take responsibility for any errors or misuse that may arise out of use of electronic information. AutoCAD files are only an electronic copy of the graphical representations of the plans and actual dimensions and locations as shown on the hard copy plans shall govern and as provided by **Engineer**.

#### 8.01 Indemnification and Mutual Waiver

A. **Engineer**. To the fullest extent permitted by law, **Engineer** shall indemnify, defend and hold harmless **Client**, and **Client's** officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the **Project**, but only to the extent that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property), and is caused by any negligent act or omission of **Engineer** or **Engineer's**

officers, directors, partners, employees, or Consultants.

B. **Client**. To the fullest extent permitted by law, **Client** shall indemnify, defend and hold harmless **Engineer**, **Engineer's** officers, directors, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the **Project**, but only to the extent that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, and is caused or alleged to be caused by any negligent act or omission of **Client** or **Client's** officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the **Client** with respect to this **Agreement** or to the **Project**.

C. **Percentage Share of Negligence**. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of **Client**, **Engineer**, and all other negligent entities and individuals.

D. **Mutual Waiver**. To the fullest extent permitted by law, **Client** and **Engineer** waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **Project**.

#### 9.01 OPEN CELL® Licensing

A. In the course of the project, the **Engineer** may utilize the OPEN CELL® Structure relating to soil retaining systems on which the **Engineer** holds patent, no. US 6,715,964 B2, US 7.018.141 B2, US 7.488.140 B2 (USPTO). **Engineer** hereby grants to the **Client**, and its contractors, agents, employees, officers, and representatives, an irrevocable license for the construction and use of the patented design on the **Project** only, upon completion of final design by the **Engineer**. No fee or cost of any sort is or may be charged now or in the future for this license. This license grants the **Client**, and its contractors, agents, employees, officers and representatives, the right to utilize the patented design (including but not limited to

the drawings and specifications) in the future for construction of this structure, and its subsequent use, maintenance, repair, restoration, renovation, and other similar uses.

B. Engineer has spent years testing, observing and refining the OPEN CELL® System and holds this information proprietary. Disclosure by Engineer of OPEN CELL Technology or other information on the project shall be for use on this project only and shall not be divulged to others or used on any other project without Engineers prior written authorization. Client shall make these terms binding on all project participants including owners, employees, contractors and anyone else associated with the project.

**10.01 Insurance**

A. The Engineer shall maintain, at his own expense the minimum insurance coverage as outlined below. Upon request by Client, a current Certificate of insurance will be provided.

B. Workers' Compensation Insurance: Engineer shall provide and maintain, for all employees engaged in work under this contract, Workers' Compensation and Employers Liability Insurance as required by AS 23.30.045, to include:

- 1. Statutory coverage;
- 2. Employer's Liability Protection in the amount of \$1,000,000.

C. Commercial Comprehensive General Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.

D. Automobile Liability Insurance: Such insurance shall cover all owned, hired and non-owned vehicles and provide coverage not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

E. Professional Liability Insurance with limits of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

**11.01 Dispute Resolution**

A. Client and Engineer agree to negotiate all disputes for a minimum period of thirty days from the date Client or Engineer provides notice of a dispute. If the dispute is not resolved by negotiation, the parties agree to mediate the disputes in good faith prior to filing of any lawsuit.

**12.01 Total Agreement**

A. This Agreement together with any expressly incorporated appendix constitutes the entire Agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: City of Dillingham

Engineer: PND Engineers, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving Notices:

Address for giving Notices:

Address for Payments:

City of Dillingham  
PO Box 889  
Dillingham, AK 99576  
(907) 842-3423

PND Engineers, Inc.  
1506 W. 36<sup>th</sup> Ave.  
Anchorage, AK 99503  
(907) 561-1011

PND Engineers, Inc.  
1506 West 36<sup>th</sup> Ave.  
Anchorage, AK 99503  
(907) 561-1011

**PND Engineers, Inc. (PND)  
Standard Form of Agreement  
For  
Professional Engineering Services**

**Exhibit A**

**(A) Scope of Services:**

The Project consists of:

Engineering services for design, survey, permitting assistance and construction support of HDD Sewer Forcemain Relocation Project. See attached Proposal Letter, dated Nov 14, 2011.

**(B) Subconsultants:**

None

**(C) Deliverables and Schedule**

Task 5 – Assist City with Property Easements – support as required – Jan 9, 2012

Task 6 – HDD Design Survey - Site Survey Base Map Drawing – Jan 25, 2012

Task 7 – HDD Permitting – Permitting Application and Drawings – Feb 15, 2012

Task 8 – HDD Sewer Force Main Design –

Drawings, Specifications, Cost Est. – 30% Design Review – Jan 13, 2012

Drawings, Specifications, Cost Est. – 65% Design Review – Feb 15, 2012

Drawings, Specifications, Cost Est. – 90% Design Review – March 16, 2012

Drawings, Specifications, Cost Est. – Issued for Bid – **April 6, 2012**

Drawings and Specifications – Issued for Construction – contract Award, est May 1, 2012

Task 9 – Bidding and Construction Contract Documents - **April 6, 2012**

Task 10 – HDD Construction Inspection - *Not Awarded at this time*

Task 11 – Office Construction Support – RFIs, submittal review, construction meetings

**(D) Fee Basis:** See attached Proposal Letter, dated Nov 14, 2011

None



ENGINEERS, INC.

November 14, 2011

PND #111062

Mr. Steve Cropsey  
Project Manager  
City of Dillingham  
P.O. Box 889  
Dillingham, Alaska 99576

**Subject: Snag Pt. Force Main Relocation Proposal**

Dear Mr. Cropsey,

At the request of the City of Dillingham (City), PND Engineers, Inc., (PND) is pleased to submit this time and materials engineering services proposal for relocation of the portion of sewer force main that runs along Snag Pt. and terminates at the Sewage Treatment Lagoons.

Relocation of the force main is required because of advanced scour in front of the existing sheet pile bulkhead that has previously exposed the pipe in some locations. At this time, no part of the force main is exposed. Remedial measures including installing restraint clamps at the pipe joints and burying the pipe a couple feet deeper have been taken by the City, but a more long-term solution is still needed.

This proposal does not include design of a new/relocated sewer outfall at Snag Pt. A separate proposal/modification will be submitted at a later date should the City wish to move forward with this work and once the permitting criteria have been established.

#### **WORK SCOPE AND FEES**

Task numbers shown below are continued from previous proposals. Task items to be billed on a time and materials basis are designated as T&M. Refer to the attached fee estimate proposal for a detailed manhour and cost breakdown.

**Task No. 5: Assist City w/ Surface & Subsurface Property Determination and Easement Acquisition** – PND will research existing property (surface and subsurface) and public right-of-way records along the proposed relocation route(s) in support of the City Planning Director. Work will be coordinated with the City Attorney (Brooks Chandler) for determination and acquisition of construction easements required for installation of the force main by the horizontal direction drilling (HDD) method deep below the ground surface (~30 ft).

**Task No. 5: Assist City w/ Surface & Subsurface Property Determination  
\$10,360 (T&M)**

**Task No. 6: Design Survey** – PND will conduct a design survey during winter 2011/12 along the two (2) proposed relocation routes (100-ft wide corridor, approx. 5,400-ft combined length) that will incorporate the property information obtained in Task No. 5 along with right-of-way, topographic, and other information. Survey work tasks will include office research and coordination (prior to field survey), field survey activities (3-man crew for winter operations) along with associated reimbursable expenses, and office survey activities (after field survey) to reduce and compile field data, develop a

base map drawing, acquire and input as-built utility information, etc. Information from the design survey will be incorporated into the design drawings for Task No. 7. It should be noted that some due to snowy and icy winter conditions, it is possible that survey of some surface features may not be practical or visible. Any stand-by required due to weather or other similar circumstances will be charged at normal hourly rates, but will be minimized to the extent possible.

**Task No. 6: Design Survey**  
**\$50,815 (T&M)**

**Task No. 7: Permitting** – PND will provide permitting assistance including developing permit drawings and submitting applications to obtain all permits required for the project. It is anticipated that a U.S. Army Corps of Engineers (USACE) permit, Alaska Dept. of Environmental Conservation (ADEC) wastewater permit, and Alaska Dept. of Fish & Game (ADF&G) fish habitat permit will be required for the project.

**Task No. 7: Permitting**  
**\$10,360 (T&M)**

**Task No. 8: Sewer Force Main Relocation Design** – PND will provide design to relocate the existing Snag Pt. sewer force main so it no longer runs along the bulkhead and beach. It is proposed that the new force main will connect to the existing line just east of the City Dock, extending north by northeast under the existing city streets and buildings, and reconnect with the existing sewer force main pipe somewhere near the Sewage Treatment Lagoons. It is planned to have the new force main installed by the HDD method for a majority of its length (at depth of 20-40 ft), with short lengths of the conventional trench method at the beginning (near City Dock) and the end (near Sewage Treatment Lagoons) of the project. PND will provide design drawings, specifications, and construction cost estimates at the 30%, 65%, 90%, and 100% (Issued for Bid) design levels. Issued for Construction drawings will follow after award of the construction contract. Timely completion of the design drawings is contingent upon successful acquisition of the required construction easements by the City.

**Task No. 8: Sewer Force Main Relocation Design**  
**\$53,940 (T&M)**

**Task No. 9: Construction Contract Documents and Bid Phase** – PND will assist the City with the bid phase by developing bidding/contract documents for the project, developing and submitting bid advertisements, performing bidding administration (including addendums and responding to technical questions), conducting a pre-bid meeting, assisting the City with the bid opening, and assisting the City in evaluation of bids.

**Task No. 9: Bid Phase**  
**\$14,440 (T&M)**

~~**Task No. 10: Field Construction Support** – PND will provide onsite construction inspection services for the project. Onsite construction inspection will be accomplished by one (1) inspector for an estimated duration of 4 weeks, working as estimated 12 hrs/day, 6 days/week. Daily inspection reports will be developed by the inspector and submitted to the City in a timely manner. Actual cost of this task will depend on construction schedule of selected contractor.~~

~~**Task No. 10: Field Construction Support**  
**\$47,660 (T&M)**~~

Task 10 Not Awarded at this time

**P | N | D**

**Task No. 11: Office Construction Support** – PND will provide office support during construction including contract administration, submittal review, attending construction meetings by teleconference, responding to RFIs and other technical questions, reviewing pay requests, office support to field inspection, and project close-out and as-built activities.

**Task No. 11: Office Construction Support**  
**\$26,180 (T&M)**

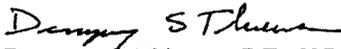
### SCHEDULE

PND proposes to complete work tasks and provide the specified deliverables on the following schedule:

TASK/DELIVERABLE	COMPLETION DATE
Notice To Proceed (NTP) from City	est. Nov 28, 2011
Easement Acquisition Support to City	3 weeks after NTP (est. December 19, 2011)
Design Survey	8 weeks after NTP (est. January 23, 2012)
Permit Applications (Non-ADEC)	6 weeks after NTP (est. January 9, 2012)
30% Design Deliverables	3 weeks after NTP (est. December 19, 2011)
65% Design Deliverables	10 weeks after NTP (est. February 6, 2012)
90% Design Deliverables & ADEC Permit Applications	15 weeks after NTP (est. March 12, 2012)
100% Design Deliverables	19 weeks after NTP (est. April 2, 2012)
Bidding/Contract Documents	19 weeks after NTP (est. April 2, 2012)

Thank you for the opportunity to continue working with the City. Once you have had a chance to review our proposal, please call me or Derrick Honrud anytime to discuss.

Sincerely,  
PND Engineers, Inc. | Anchorage Office

  
Dempsey S. Thieman, P.E., V.P.  
Senior Engineer/Principal

Attachment(s): Detailed Fee Estimate

ENGINEERING MANHOUR ESTIMATE

City of Dillingham  
Snag Pt. Force Main Relocation

ENGINEERING SERVICES	Contract Basis	Senior Engineer VI	Senior Engineer II	Senior Engineer I	Staff Engineer IV	Staff Engineer III	Senior Land Surveyor	CAD Designer V	Technician VI	Total Man-Hours	Expenses	Total Cost
		\$185	\$120	\$110	\$95	\$90	\$105	\$80	\$125			
<b>TASK DESCRIPTION</b>												
5	Assist City w/ Property Determination	T&M	12	24					44	80		\$10,360
6	Design Survey	T&M					358			358	\$13,225	\$50,815
7	Permitting	T&M	12	24					44	80		\$10,360
8	Sewer Force Main Relocation Design	T&M	60	144	188			120		492		\$53,940
9	Bid Admin., Prebid Mtg. Support, Bid Opening	T&M	12	40	60					112	\$1,960	\$14,440
10	Construction-Inspection Field (4-weeks)	T&M							288	288	\$11,660	\$47,660
11a	Contract Admin., Meetings, Pay Req., etc.	T&M	10	20						30		\$4,050
11b	Submittal Review	T&M	8	20					20	48		\$6,220
11d	Office Support During Construction	T&M	10	24	50			10		94		\$10,180
11e	Close-Out Report and As-Built Drawings	T&M	6	12				20	12	50		\$5,730
<b>Total Cost</b>												<b>\$219,755</b>

**Total Cost \$166,095**

**Bid Advertisement Expense Summary**

Item	Unit	Unit Cost	Quantity	Total
Anchorage Daily News Ad	Day	\$ 180	5	\$ 900
Seattle Daily Journal of Commerce Ad	Day	\$ 140	5	\$ 700
Alaska Journal of Commerce Ad	Day	\$ 90	2	\$ 180
<b>Subtotal</b>				<b>\$1,780</b>
10% Markup				\$180
<b>Bid Advertisement Cost</b>				<b>\$1,960</b>

**Inspection Expense Summary**

Item	Unit	Unit Cost	Quantity	Total
Lodging	Night	\$115	30	\$ 3,450
Vehicle Rental	Day	\$85	30	\$ 2,550
Fuel	Day	\$15	30	\$ 450
Airfare	Trip	\$700	2	\$ 1,400
Per Diem (Food)	Day	\$75	30	\$ 2,250
Miscellaneous Supplies	LS	\$500	1	\$ 500
<b>Subtotal</b>				<b>\$10,600</b>
10% Markup				\$1,060
<b>Inspection Expense Cost</b>				<b>\$11,660</b>

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2011-88

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY 2012 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN THE BRISTOL BAY FISHERIES MANAGEMENT AREA (FMA 5)**

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WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY 2012 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Alaska Department of Commerce, Community, and Economic Development (hereinafter referred to as DCCED) that the municipality suffered significant effects during calendar year 2010 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by the DCCED; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of the DCCED, of alternative allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of fisheries business activity on the respective municipalities in the area; and

WHEREAS, the Dillingham City Council proposes to use an alternative allocation method for allocation of FY 2012 funding available within the Bristol Bay Fisheries Management Area (FMA 5) in agreement with all other municipalities in this area participating in the FY12 Shared Fisheries Business Tax Program;

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council by this resolution certifies that the alternative allocation method as calculated by the DCCED in the amount of \$47,146.59, and outlined in the attachment provided by DCCED and made part of this record, fairly represents the distribution of significant effects during 2010 of fisheries business activity in the Bristol Bay Fisheries Management Area (FMA 5).

PASSED and ADOPTED by the Dillingham City Council on December 14, 2011.

SEAL:

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

ATTEST:

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

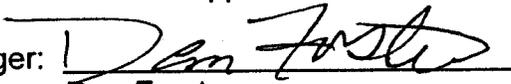
Subject: A Resolution of the Dillingham City Council Adopting an Alternative Allocation Method for the FY12 Shared Fisheries Business Tax Program and Certifying that this Allocation Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in the Bristol Bay Fisheries Management Area (FMA 5)

Agenda of: December 14, 2011

City Council Action:

Manager: Recommend approval.

City Manager:

  
Dan Forster

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

Fiscal Note: Yes  No  Funds Available: Yes  No

- City budgeted \$40,000 for Shared Fisheries Business Tax Revenue in FY12 Budget

**Other Attachment(s):**

- Spreadsheet from Dept. of Commerce, Community, and Economic Development (DCCED) titled "FY 12 Shared Fisheries Business Tax Program"
- Letter dated October 7, 2011 regarding the purpose of the Shared Fisheries Business Tax Program

**Summary Statement.**

This is a routine annual resolution. The purpose of the Shared Fisheries Business Tax Program is to provide for an annual sharing of fish tax collected outside municipal boundaries that can demonstrate they suffered significant effects from fisheries business activities. ("suffered" denotes negative connotation; "experienced" might be more appropriate, but the wording is taken directly from State statute – Bill Rolfzen for DCCED, 2009)

Under provisions of the Shared Fisheries Business Tax Program, Dept. of Revenue collects the money from fisheries business license fees and taxes. The tax is levied against fishery resources processed or landed two years before. Dillingham falls under the Bristol Bay Area FMA 5, which calculates the funding under the Alternative Allocation Method in which all municipalities share equally 40% of the calculated allocation and the remaining 60% is shared on a per capital basis. Dillingham's share in this program for FY 2012 is \$47,146.59.

City of Dillingham  
Fiscal Note

Agenda Date: Wednesday, December 14, 2011

Request: \_\_\_\_\_

ORIGINATOR: Carol Shade

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED: \$ 47,146.59		FUNDING SOURCE State of Alaska DCCED	
FROM ACCOUNT		Project	
TO ACCOUNT: 01-00-407	VERIFIED BY: Carol Shade	Date:	12/14/2011

EXPENDITURES

OPERATING	FY12	FY13	FY14	FY15
Personnel				
Fringe Benefits				
Capital Equipment				
Major Equipment				
Land/Buildings				
Engineering & Design				
<b>TOTAL OPERATING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Capital				
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REVENUE				
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FUNDING

General Fund				
State/Federal Funds	47,146.59			
Sewer Fee Revenue				
<b>TOTAL FUNDING</b>	<b>\$ 47,146.59</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

POSITIONS

Full-Time				
Part-Time				
Temporary				

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: Carol Shade  
DEPARTMENT: Finance Department  
APPROVED BY: \_\_\_\_\_

December 12, 2011  
December 12, 2011



STATE OF ALASKA  
DEPARTMENT OF  
**COMMERCE**  
COMMUNITY AND  
ECONOMIC DEVELOPMENT

Division of Community and Regional Affairs

Sean Parnell, Governor  
Susan K. Bell, Commissioner  
Scott Ruby, Director

RECEIVED

OCT 12 2011

CITY OF DILLINGHAM

October 7, 2011

Dear Municipal Official:

The purpose of the *Shared Fisheries Business Tax Program* is to provide for a sharing of state fish tax collected outside municipal boundaries with municipalities that have been affected by fishing industry activities. Municipalities around the state will share approximately \$2.15 million based on 2010 fisheries activity as reported by fish processors on their fish tax returns.

The law that created this program requires that program funding be first allocated to fisheries management areas around the state based on the level of fish processing in each area compared to the total fish processing for the whole state. Then the funding is further allocated among the municipalities located within each fisheries management area based on the relative level of impacts experienced by each municipality. Details of how the program works are presented in the application under *Program Description*.

Your municipality is located in the **Bristol Bay Fisheries Management Area**. The municipalities located in this area include Aleknagik, Clark's Point, Bristol Bay Borough, Dillingham, Egegik, Ekwok, Lake & Peninsula Borough, Manokotak, New Stuyahok, Newhalen, Nondalton, Pilot Point and Togiak. The FY 12 program allocation to be shared within this area is estimated to be **\$207,714.22**.

In fisheries management areas where the program allocation is greater than \$4,000 multiplied by the number of municipalities in the area, program regulations provide for a "long-form" application. In your area the threshold value equals \$52,000 (13 municipalities x \$4,000) and you are therefore receiving the attached Long-Form Application. The long-form application provides for a "standard" and an "alternative" method of funding allocation. We encourage your municipality to complete the FY 12 Shared Fisheries Business Tax Application as soon as possible. **The deadline for submission of applications is December 15, 2011.**

If you have any questions about the program, or require assistance in completing the application, please call me at 465-4733.

Sincerely,

A handwritten signature in black ink that reads "Bill Rolfzen".

Bill Rolfzen  
Local Government Specialist

P.O. Box 110809, Juneau, Alaska 99811-0809

Telephone: (907) 465-4733/465-4751 Fax: (907) 465-4761 Text Telephone: (907) 465-5437

Email: [questions@alaska.gov](mailto:questions@alaska.gov) Website: <http://www.commerce.alaska.gov/dca/>

**FY 12 Shared Fisheries Business Tax Program**

**FMA 5: Bristol Bay Area**

<b>Alternative Method*</b>	<b>Total allocation:</b>	<b>40% Divided</b>	<b>60% per capita</b>	<b>Calculated</b>
	<b>\$207,714.22</b>	<b>\$83,085.69</b>	<b>\$124,628.53</b>	<b>Allocation</b>
<b>Community</b>	<b>Population</b>	<b>40% divided share</b>	<b>60% per capita share</b>	<b>Allocation</b>
Aleknagik	219	\$6,391.21	\$3,832.30	\$10,223.51
Clark's Point	62	\$6,391.21	\$1,084.94	\$7,476.15
Bristol Bay Borough	997	\$6,391.21	\$17,446.59	\$23,837.80
Dillingham	2,329	\$6,391.21	\$40,755.39	\$47,146.59
Egegik	109	\$6,391.21	\$1,907.40	\$8,298.61
Ekwook	115	\$6,391.21	\$2,012.40	\$8,403.60
Lake & Peninsula Boro**	1,100	\$6,391.21	\$19,249.00	\$25,640.21
Manokotak	442	\$6,391.21	\$7,734.60	\$14,125.81
New Stuyahok	510	\$6,391.21	\$8,924.54	\$15,315.74
Newhalen	190	\$6,391.21	\$3,324.83	\$9,716.03
Nondalton	164	\$6,391.21	\$2,869.85	\$9,261.06
Pilot Point	68	\$6,391.21	\$1,189.94	\$7,581.15
Togiak	817	\$6,391.21	\$14,296.76	\$20,687.97
<b>Totals</b>	<b>7,122</b>	<b>\$83,085.69</b>	<b>\$124,628.53</b>	<b>\$207,714.22</b>
<b>Community Count</b>	<b>13</b>			

\* All municipalities share equally 40% of allocation; all share remaining 60% on a per capita basis.  
 \*\* L & P Boro population = boro pop (1,631) less pop. of cities in FMA in Boro (Newhalen, Nondalton, Pilot Point & Egegik)

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2011-89

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL CREATING A CITY OF DILLINGHAM PARKS AND RECREATION COMMITTEE**

WHEREAS, a group of citizens approached the City Council to request that the Parks and Recreation Commission referenced in DMC 2.76 be re-established; and

WHEREAS, the group of citizens described their expectations for the Commission in a written proposal dated June 6, 2011; and

WHEREAS, the City Council expressed concern as to whether the Commission would meet the expectations of the group of citizens without a resulting financial and administrative cost to the City; and

WHEREAS, the City Council is sensitive to the City's limitations of available funding and available administrative support and staffing; and

WHEREAS, the City Council acknowledges the importance of recreational activities to the wellbeing of the community and acknowledges that good health and fitness were included in the City's Comprehensive Plan; and

WHEREAS, the City Council is very proud and thankful for the volunteer efforts of our citizens and acknowledges that currently it is primarily through that effort that recreational activities are organized, coordinated and conducted within the community; and

WHEREAS, the City Council finds that providing some vehicle for coordinating and supporting recreational activities may provide support needed by the volunteers and will benefit the community; and

WHEREAS, a group made up of council members and citizens agreed that starting small will allow for providing support but also aid in exploring a structure that might best serve the limitations and needs of the community;

NOW THEREFORE, BE IT RESOLVED, that the Dillingham City Council establishes a Parks and Recreation Committee with the following structure and responsibilities:

1. Unless extended by the Council, the Committee shall expire on December 31, 2013.
2. Prior to expiration the Committee shall provide a report to the Council as to whether the desires of the City and the citizen group were met through this structure and recommend continuance of or changes to the structure for the future.
3. The Committee shall be made up of 7 members appointed according to DMC 2.90 Advisory Boards and Committees. At least one of the members will be a current City Council member and at least one member shall be a

representative of the Dillingham School District. In addition to the 7 voting members, a non-voting ex-officio member shall be appointed that is a Dillingham resident youth of primary or secondary school age.

4. The Committee shall be advisory to the City Manager regarding activities that involve city owned property, liability to be assumed by the City and/or other responsibilities that may be assumed by the City.
5. The Committee may not obligate the City of Dillingham but may serve as advisory to the City Manager on application for, receipt of and/or management of any funds for or by the City of Dillingham for Parks and Recreation.
6. The Committee shall be responsible for arranging, conducting and recording minutes for its meetings and shall be responsible for administrative duties not specifically addressed in this resolution.
7. The Committee shall conduct all meetings according to the requirements of DMC 2.90.
8. The Committee shall serve as a coordinating body for groups and events that wish to contribute toward a master list of events, organizers and/or a calendar of events.
9. The Committee shall serve as a coordinating body for groups or individuals that wish to communicate and/or coordinate ideas, activities, scheduling, facility use and financial obligations.
10. The Committee shall assist and coordinate with the Manager on creation of a Parks and Recreation area on the City of Dillingham website, including the designation of a central contact point for the committee, a method for providing information to be included on the website and a method for providing notice of events to be included on the website.

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

SEAL:

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

ATTEST:

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

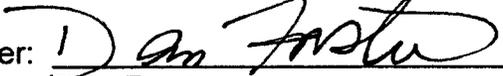
City of Dillingham Information Memorandum R2011-89

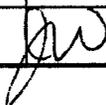
Subject: A Resolution of the Dillingham City Council Creating a City of Dillingham Parks and Recreation Committee

Agenda of: December 14, 2011

City Council Action:

Manager: Recommend approval.

City Manager:   
Dan Forster

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

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

Other Attachment(s): None

**Summary Statement.**

At the June 16, 2011 City Council Meeting, following a presentation by members of the community, and headed by Patrick Solano-Walkinshaw representing the Dillingham Health and Fitness Committee, the City Council moved to concur with the Mayor's recommendation to create a work group and develop a plan, and report at the August Council Meeting. City representatives and community members worked together over the next several months leading up to the introduction of Resolution No. 2011-89, Create a Parks and Recreation Committee.