

/Mayor
Alice Ruby

City Manager
Kimberly Johnson



Dillingham City Council
Bertram Luckhurst
Michael Bennett
Steven Carriere
Curt Armstrong
Kaleb Westfall

MEMORANDUM

Date: October 19, 2023
To: Kimberly Johnson, City Manager
From: Patty Buholm, Planning Director
Subject: September and October Monthly Report

Acknowledgements and Recognitions:

- Melany Eakin and Jared Miller, Bristol Bay Area Health Cooperation's Environmental Health, and Safety Department for their role in the recycling efforts at the Landfill with the Paint and Electronic backhaul efforts.
- Desi Bond Curyung Tribal Council's Environmental Coordinator for her efforts with the Paint and Electronic backhaul efforts.
- Curyung Tribal Council for allowing the City of Dillingham to use their forklift and Trailer to relocate a majority the refrigerators and freezers to a new location within the landfill (towards the back next to the Metal Pile) to be staged for freon removal next year after temperatures reach 65 degrees or higher.
- Friends of the Landfill volunteers for coming to the Landfill to assist with trash pick-up and assist with the clean-up of the Transfer Station recycle area. Thank you, Paul Liedberg and Janet Dieckgrafe.

Department Accomplishment and Opportunities:

- I was requested to attend the Infrastructure Symposium in Anchorage by City Manager Kimberly Johnson. During this trip I was able to learn more about funding opportunities that are available to the City of Dillingham, make connections with
- At request of the City Clerk, I assisted with the City Elections and served on the Canvas committee.
- Tanner Johnson, Environmental Programs Coordinator at Alaska Forum and our Green Star Program Contact Was able to tour the Water Plant, the Wastewater Lagoon, and Landfill during his visit to Dillingham on 10/05/23 -10/07/23. Tanner and myself were able to participate in the BBNC Career Fair on 10/07/23 and I was able to introduce myself to some of the BBNC staff, and the Administrators/Mayors for some of the villages closest to Dillingham. Most of the conversations were driven towards future projects and partnerships for the City of Dillingham.

Projects – Progress and Public Impacts:

City of Dillingham

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Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.

- Aerated Lagoon Improvement Project: The project was awarded to Udelhoven.
- The Territorial Building Demolition: This project is still pending, and I have supported Manager Johnson with assigned items as requested.
- The Landfill Cleanup Project: This project is not completed; however, a massive amount of work has been completed by all City Staff. I have supported Manager Johnson and the Landfill Staff as needed or requested to ensure forward movement towards an October Landfill Inspection. The inspection did not occur yet due to an unexpected and unplanned emergency for the DEC staff. This inspection will occur during the Spring of 2024, I will report when I learn of the date of the inspection.
- The Nerka Road Improvements Project: This project has gone into winter shut down with no paving completed at this time. Due to several contributing factors, paving will not be completed until the 2024 construction season. Bristol Engineering continues to have communication with the Planning Department and Nushagak Cooperative for the installation of the street lights. I currently do have a 2024 construction timeline for progress.
- The 2023 Comprehensive Plan Update: I have been working with Agnew::Beck and their team to move forward on the Comprehensive Plan. There was a delay of 2 weeks for this project, however we were able to publish the Public Input Form on social media. Individuals will continue to be contacted to set up interviews with Agnew::Beck team for their input on the Updated Comprehensive Plan.
- The Capital Improvements Project: Projects have been identified and the Planning Commission will prioritize the projects in the regular Planning Commission meeting on 10/24/23.
- The Downtown Streets Rehabilitation Project: The Downtown Streets Rehabilitation Project Plat is set to be signed on 10/24/23. The Planning Commission meeting was postponed to accommodate the Plat signing of the SOA/DOT plat of the Downtown Streets Project as it did not come in the mail in time for the regular scheduled meeting.
- State of Alaska, DOT&PF - Airport Runway Shift: The State of Alaska DOT has been meeting with myself and the Manager regarding their Master Plan Update. The Planning Department has requested to modify the Object Free Area (OFA) for Evergreen Cemetery, exempting it from this OFA due to the crosses, fences, and headstones already placed within the cemetery.

Upcoming Calendar Items:

- Planning Commission Postponed meeting – 10/24/23
- Patty will be out of the office 10/25-10/27
- Patty to attend the ANCSA 14 (c) Land Workshop/Training – March 13-15, 2024.

Public Feedback:

- A lot of positive feedback from the community about the Landfill conditions and how organized and clean it is now.
- The street signs within the Nerka Subdivisions are a sticking point for some community members with voicing that they do not like their locations.
- Some concerns regarding the Land Use Permit have been mentioned over the need to complete this form.

Other:

- An extensive amount of time has been spent on other Departments compliance and permitting by the Planning Department personnel. Examples of these items include: Landfill Compliance set by the State of Alaska, Department of Environmental Conservation for Landfill Permit, Air Quality Monitoring for the Landfill, Ground Water Well Monitoring for the Landfill, Ensuring all required Permits are current and valid, Action Plans for the Public Works Department and the Landfill; other items that I have been working on outside of Planning Department functions have been sharing information with new staff and sharing resources that are already created and available.
- Other large chunks of time from the Planning Department has been dedicated to older items that were not resolved in regards to land issues. Due to the amount of research and outreach for each of these land issues, some land issues are not resolved. Some of these unresolved issues include easements, land swaps, and ANCSA 14 (c) gift deeds.

List of Attachments:

- Bristol Engineers Public Notice for Winter Suspension of project and return of maintenance to the City of Dillingham.
- State of Alaska DOT Master Plan, Sheet 20
- Public Input Form, Comprehensive Plan (November 30 Deadline)

MEMORANDUM OF AGREEMENT

Between the State of Alaska
Department of Transportation and Public Facilities
and the City of Dillingham
Regarding the Improvement and Transfer of
Main Street, 2nd Avenue, and D Street as part of the
Dillingham Downtown Streets Rehabilitation
Project No. 57180

The Parties to this Memorandum of Agreement (hereinafter Agreement) are the State of Alaska acting through its Department of Transportation and Public Facilities (hereinafter DOT&PF) and the City of Dillingham, a City established under the laws of Alaska (hereinafter CITY).

WHEREAS, Alaska Statute 19.20.060 authorizes DOT&PF and the CITY to enter into agreements for establishing, maintaining, and regulating use of public right of way within their respective jurisdictions; and

WHEREAS, the CITY requests DOT&PF to plan, design, and construct the Dillingham Downtown Streets Rehabilitation Project, identified as Project No. 57180 (hereinafter Project), located within the boundaries of the City of Dillingham; and

WHEREAS, DOT&PF agrees to fund and construct the Project and will provide all labor, materials, and equipment necessary to construct the Project in accordance with the provisions contained within the Project documents; and

WHEREAS, the CITY owns portions of Main Street, 2nd Avenue, and D Street that are covered by the Project; and

WHEREAS, DOT&PF desires to transfer the additional right of way to be acquired for Main Street, 2nd Avenue, and D Street as part of the Project and future maintenance of the improvements associated with those facilities to the CITY; and

WHEREAS, the CITY agrees to accept, by Commissioner's Quitclaim Deed, all of the additional right of way associated with and acquired for Main Street, 2nd Avenue, and D Street as part of the Project; and

WHEREAS, it has been determined that this work will serve the public interest and enhance the quality of life for the residents of, and visitors to, the City of Dillingham; and

WHEREAS, the Parties hereto wish to memorialize within this Agreement, their specific agreements related to the additional right of way acquired for Main Street, 2nd Avenue, D Street, and the improvements associated with those facilities as part of the Project.

IT IS THEREFORE AGREED by the Parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the planning, design, construction, maintenance, transfer of right of way, and operation of the Project.

1. PLANNING, DESIGN, AND CONSTRUCTION

- a. DOT&PF shall plan, design, and construct the Project as provided in this Agreement.
- b. DOT&PF's obligations pursuant to this Agreement are subject to the availability of adequate funding to complete the Project. If at any time DOT&PF determines, in its sole discretion, that adequate funding is not available, DOT&PF may terminate the Project and this Agreement, without liability to the CITY.
- c. DOT&PF shall be responsible for permitting all utility relocations necessary for the Project.
- d. The CITY will provide a local match in the form of right of way (CITY Resolution No. 01-47), which includes Lot 16 and 18 of Block 19.

2. SCOPE OF WORK

The scope of the improvements to Main Street, 2nd Avenue, and D Street being implemented under this Agreement shall be depicted within the drawings for the Project. Generically, the improvements include, but are not limited to asphalt pavement, pathways, sidewalks, crosswalks, signs, roadway striping, and storm drain.

3. ADDITIONAL WORK

Costs associated with additional work shall be the responsibility of the CITY. The project does not include pedestrian amenities beyond basic sidewalks, pathways, and a maximum of two raised crosswalks. A new storm drain system and utilities relocated due to the realignment and/or reconstruction of the roadways are the responsibility of DOT&PF. Additional work requests from the CITY shall be funded by the CITY.

4. MAINTENANCE AND OPERATIONS

- a. DOT&PF will acquire right of way as necessary for execution of the Project, which is designated for transfer to the CITY upon Project Completion. The anticipated limits of the right of way designated for transfer is indicated on the Preliminary Plat, attached hereto, approved by the CITY (Resolution No. 2014-03 Corrected). A Final Plat will be recorded after all right of way acquisition is complete. The CITY agrees to maintain and operate the Project area, as described herein, and consistent with 23 CFR § 1.27 and DOT&PF's Alaska Highway Maintenance and Operations Manual, commencing upon final inspection and final acceptance by the CITY; and
- b. The CITY agrees to assume maintenance responsibilities for Main Street, 2nd Avenue, and D Street and other local roadways affected by the Project, including storm drain, roadway striping, signs, and winter maintenance; and
- c. The CITY agrees to assume maintenance responsibilities for the asphalt pavement, pathways, sidewalks, crosswalks, signs, roadway striping, and storm drain, associated with the Main Street, 2nd Avenue, and D Street right of way. The CITY may enter into contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the CITY.

- d. The CITY shall perform its activities under this Agreement at its sole cost and expense and without reimbursement from DOT&PF. The CITY's maintenance activities include, but are not limited to:
- 1) Planning, scheduling, administration, and logistics of maintenance activities;
 - 2) Traffic control and safety;
 - 3) Preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm drains, gutters, dry wells, retention basins and under-drains;
 - 4) Embankment protection, including erosion control, to as-built conditions;
 - 5) Roadside management;
 - 6) Snow and ice removal;
 - 7) Snow and ice control, including all plowing, sanding, culvert and storm drain thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
 - 8) Maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
 - 9) Highway marking and repainting, as required, maintaining performance of their intended function;
 - 10) Removal of debris, rubbish, and dead animals;
 - 11) Signing of seasonal weight restrictions as may be required by local conditions;
 - 12) Pothole repair using asphalt products on an as-needed basis;
 - 13) Annual crack sealing;
 - 14) Repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting, and bleeding on an as-needed basis.

5. TITLE TRANSFER

Upon Project Completion, DOT&PF shall execute and the CITY shall accept the Commissioner's Quitclaim Deed that conveys all of DOT&PF's right, title, and interest in the properties designated for ownership by the CITY.

6. DISPUTE RESOLUTION

- a. If a dispute arises under this Agreement between the CITY and DOT&PF, and the Parties cannot resolve the matter between them within 45 days after the aggrieved Party gives notice to the other Party, the aggrieved Party may request that the matter be resolved by arbitration.
- b. The party requesting arbitration shall ask for a list of arbitrators from the American Arbitration Association ("AAA") but shall not ask AAA to administer the arbitration. Upon receipt of the list the parties shall proceed to select an arbitrator using the alternate strike method with the party making the first strike determined by a coin toss. The party that wins the coin toss has the option of making the first strike. The arbitrator shall hear the matter under such rules and procedures as the arbitrator deems necessary to conduct the proceedings.
- c. Each Party shall pay one-half of the expenses of the arbitrator. The party against whom a decision is rendered shall pay all expenses incurred in the conduct of any hearing on the dispute.
- d. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this paragraph will be specifically enforceable under prevailing law of any court having jurisdiction.

- e. The award rendered by the arbitrator shall be in writing, and shall include: (a) a precise breakdown of the award; and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
- f. The award rendered by the arbitrator will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
- g. Except when the provisions of this Paragraph (6) provide otherwise, any arbitration under this Paragraph is subject to Alaska Statute 09.43.010-09.43.180, the Uniform Arbitration Act.

7. INDEMNIFICATION

To the maximum extent allowed by law, the CITY shall indemnify, defend, and hold the DOT&PF, its officers, employees, and agents (collectively the “Indemnified Parties”) harmless from all liability, claims, causes of action, and costs (including attorney’s fees) arising out of this Agreement or relating to the obligations assigned or work performed under this Agreement, including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties.

Notwithstanding the forgoing, the CITY shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:

- (a) claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion;
- (b) claims for personal injury, death, or property damage alleging a negligent act or omission by one of the Indemnified Parties and arising from incidents occurring within three years from the date of Substantial Completion; or
- (c) claims arising from or asserted under Alaska Statute 46.03.822.

As used in this Section, “Substantial Completion” means the time at which the Project (1) can be safely and effectively used by the public without further delays, disruption, or other impediments, and (2) pavement structure, shoulder, drainage, sidewalk, permanent signing and marking, guardrail and other traffic barrier, safety appurtenances, utilities, lighting and all bridge deck and parapet work is complete.

8. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written agreement with both Parties signing through their authorized representatives.

9. THE WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties. It supersedes previous agreements; there are no other understandings or agreements between the Parties, either oral or memorialized in writing regarding the matters addressed in this Agreement.

10. OBLIGATIONS

All of the CITY's obligations, as specified in Sections 4 and 7; are subject to lawful appropriations for the specific purpose of carrying out the CITY's obligations.

ACCEPTANCE BY PARTIES

CITY OF DILLINGHAM

By: Carola Shady, Acting
Rose Loera, City Manager

12/5/14
Date

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

On this 5 day of December, 2014, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Rose Loera, City Manager of the City of Dillingham, known to me to be the identical persons who executed the foregoing instrument and who acknowledged to me that they signed the same freely and voluntarily, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

STEPHANIE NELSON
Notary Public, State of Alaska
Commission # 111121007
My Commission Expires
November 25, 2015

Stephanie Nelson
Notary Public in and for the State of Alaska
My Commission Expires: 11/25/2015

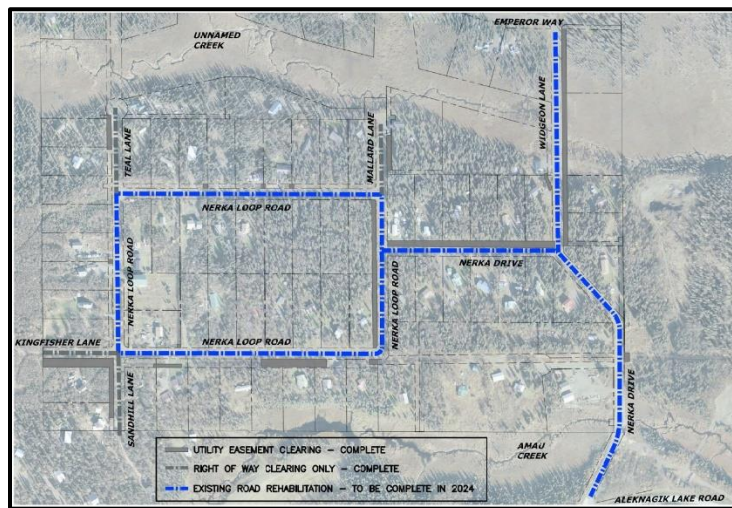
PUBLIC NOTICE

DATE: October 19, 2023
TO: Residents of Dillingham
FROM: Bristol Engineering Services Company
RE: Nerka Subdivision Roadway Improvements – Public Notice of Construction Update 2023-2024

Project: The Nerka Roadway Improvements project has transitioned into winter shutdown and will resume in Summer 2024. Clearing of right of ways and select utility easements, and utility relocation is complete. Rehabilitation of Nerka Drive, Nerka Loop Road and Widgeon Lane is near completion, except for the top layer of aggregate base course, asphalt pavement, and traffic markings.

Schedule: Construction to resume in Summer 2024. Schedule details to be determined.

Stakeholders: City of Dillingham and Curyung Tribal Council (owners), JJC Enterprises (contractor), Bristol Engineering Services, LLC (engineer).



Contact: Please direct all questions, comments, or concerns to the Engineer.

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