# City of Aniak CITY COUNCIL REGULAR MEETING

Teleconference Thursday, May 19, 2022 at 7:00 PM

## **AGENDA**

## Virtual Meeting Information:

To Participate please call 1-800-315-6338 Conference Code- 54481#

_	~	
I.		Order
II.	Roll C	
III.	Appro	val of Agenda
IV.	Public	Participation
V.	Previo	us Meeting Minutes
	<u>A.</u>	April 21,2022 Regular Meeting Minutes
VI.	Report	ts
	A.	Aniak Volunteer Fire Department - D. Lehman
	<u>B.</u>	Public Works - C. Lang Sr.
	C.	Library - D. Lehman
	<u>D.</u>	Finance Director/City Clerk - L. Kameroff
	<u>E.</u>	City Manager - D. Lehman
VII.	New B	usiness
	A.	Council Member/City Manager Vacancies
	<u>B.</u>	Community Planning Document
	<u>C.</u>	Utility Letter to Bush Tell and Aniak Light & Power
	<u>D.</u>	ANTHC Utility Assisted Billing Program
	E.	Community Strategic Planning Discussion on Sewer Lagoon/Landfill/Fire Station
	<u>F.</u>	Sewer Lagoon Feasibility Study Application
VIII.	Old Bu	ısiness
	<u>A.</u>	Dust Control MOA with Aniak Traditional Council
	<u>B.</u>	Public Hearing on Ordinance 22-02 Amendment to Chapter 5.25.120 Part B Operation of Sewer Utility
	<u>C.</u>	Public Hearing on Ordinance #22-03 Amendment to Ord. 5.25.120 Compensation of Council Members
IX.	Time a	and Place of Next Meeting-
	Regula	r Council Meeting- June 16, 2022 7p.m.

Attested:

X.

Adjourn

City Manager Diana Lehman Signed: Date

Section V. Item A.

# City of Aniak REGULAR CITY COUNCIL MEETING

Teleconference Thursday, April 21 , 2022 at 7:00 PM

# **Meeting Minutes**

#### **Virtual Meeting Information:**

To Participate please call 1-800-315-6338 Conference Code- 54481#

- I. Call to order: 7:04
- II. **Roll Call:** D. Bonanno; C. Morgan; N. Kameroff; C. Eric; A.Morgan. staff: L. Kameroff; D. Lehman Public: D. Cannon
- III. Approval of Agenda: Change: request for land deed copy; and support letter TKC Motion: EC/CM
- IV. **Public Participation:** D. Cannon: As bus driver-Road conditions are bad in last 2 weeks. Need more grading. CM: Who is road crew? DL: the road crew is the sewer crew, the landfill crew...the everybody crew. NK: Hopefully will grade more. CM: Lots of snow, melt, no drain-off...DG: slow for runoff to recede. D. Cannon: 2 culverts cleared...that helped but I think could have been done sooner.
- V. **Previous meeting minute:** Motion to approve-DB/AM Feb 14/March 17/ March 29: Approve together.
- VI. Reports:

**Fire Dept**: D. Lehman-nothing to report.

**Public Works:** D. Lehman-Charlie says dealing with roads as weather allows; sewer is doing good, but some lift station electrical issues when L&P switches to smaller generator; Working with ANTHC to hire them to manage sewer system and helping us to find funds to upgrade heaters in lift stations.

Library: D. Lehman-looking for new library tech, Ben gave notice. We are hiring again.

**Finance:** Lenore Kameroff-Quarterly reports done, reviewed open grants, filed due reports before I left. This month prep of small claims and wage garnishments. Direct deposit check machine. Looking at ANTHC billing, collection, invoices services. Have budget work to do. CM: nice reportcan read it. LK: Yes, better format.

**City Manager:** Symposium report/Anch. ANTHC is important to work with; Spoke with DOT-strong encouragement to re-apply for drainage project on River; I just submitted congressional requests for that project; Spoke with Denali Comm-funding for drainage related feasibility studies possible; Ak Energy Comm. help with utility pole issues if possible. A lot of contacts made, a lot to follow up on. USDA has direct loan possibilities. TKC requests a letter of support for their congressional request for sawmill operation: Read letter. Council approves letter.

VII. **Old Business:** Subdivision Lehman Lots 1 & 2: Explain intent of subdivisions to city-no back taxes owed, no problem with easements, ROW, etc....City has planning commission ord. but don't have a planning comm. at this time. Do have requirement for stormwater permit to build in city limitswhich is a FEMA flood insurance requirement. NK: Any of those issues with this property. CM: two lots for sale? DL: No. Not selling-not doing anything except to divide larger lot. AM: Dividing into 2? NK: Alright. LK: need motions. NK: Motion on TKC letter and subdivision. CM/CE-TKC letter

Section V, Item A.

vote & approves; Motion on Lehman subdivision: Motion CE/CM-vote & approved. A opposed, Motion to approve subdivision passes.

VIII. New Business: Council member resignations: Dave Cannon and Herman Morgan. Motion CM/AM to accept resignations. Vote and approved. All council: Thanks to Dave Cannon **DOT approval resolution**-DL: no action now but want the council to be aware of what DOT asks for...Aniak Downtown Roads Drainage Project. A public oversight meeting will be required. Amend ordinance 22-02: change to Chap. 5 Sewer Utility to include right to file "a lien or" in collection policy. Filing a lien stops property sale until debt is paid. NK: a motion? LK: this is first filing; next council meeting would be second hearing. NK: Motion to approver CE/DB-**22-03: Amend ordinance** Chap. 2 to add change to add compensation for council members. \$reg. 100/spec. \$50 to attend meetings, no change during term of office. CE: diff btwn reg & spec meetings? DL: Spec. meetings intended to be one topic; shorter time spent. NK: emerg. same as spec. meeting? CE: spec meeting one topic but more added? DL: Only topic it is called for. DB: We have enough money for it-not too much trouble to do? DL: will require a budget amendment to take money from another category. DB: more record keeping, check signing? Want to hear from Missy. LK: Not trouble to do checks-harder to find money-maybe increase taxes or fees. \$8-10k per year. Direct deposit simplifies. Public hearing. NK: Motion CM/All ave. Approved. **Deed Request for McMahon property estate.** Lot 1 HS Road. We have a poor copy of deed, but

Craig McMahon never filed with recorder's office. Will need mayor to sign notarized copy. Motion to approve issuance of a new deed: CE/DB-all aye-no opposed. Motion passes.

## **IX.** Time and place of next meeting:

SCERP-Call of the Chair

Request Thur. April 28<sup>th</sup> 2pm. DL: Flood prep community check-in. Call-in meeting you will all get an email.

Regular Scheduled Meeting: May

**Adjourn Motion:** AM/CE-all aye. Adjourned 7:54

Attested by:	
Mayor	date
City Manager Diana Lehman	date

Public Works Report: Charlie Lang 5/19/22

Everything is going well with sewer/all systems in lift stations good. DOT is giving city some gravel to move from the end of runway-crew will be working on that until they have moved it all. DOT is installing some barricades to stop 4-wheel traffic that is eroding dike near boat ramp. Landfill is still too muddy to push dirt around but as soon as it is dry enough crew will put some gravel down. Crew is finishing final bits on the truck lift install. Public works is ready anytime to grade road for Tribe's application of calcium chloride.

П	А	В	С	D	E	F	G	Н	ı	J	К	L	М	N	0	P
2	CITY OF ANIAK	FY2022	JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAI	JUN 2022	YTD	BALANCE
3	Administration Income			•						•						
4	Community Revenue Sharing	75,160		76,979										1 1	76,979	(1,819)
5	Equipment Rental	·		ŕ												- 1
6	GCI Land Lease	5,400	450	450	450	450	450	450	450	450	450	450			4,500	900
7	Gravel Sales & Royalties														-	-
8	Miscellaneous Income				1			2							3	(3)
9	Office Space Rental	16,800	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400			14,000	2,800
10	Payment in Lieu of Taxes	68,000	71,696												71,696	(3,696)
11	Sales Tax Revenue (2%)	82,500	19,738	983	1	15,607	5,239	753	17,862	6,135	1,069	13,708			81,095	1,405
12	Tobacco Excise Tax	40,000	8,201	4,781		8,678	5,360	100	6,030	3,141		6,355			42,646	(2,646)
13	VEEP Lighting	10,000		1,243											1,243	8,757
14	Previous Year Carry Over	-	-	-	-	-	-	-	-	-	-				-	-
15	Total Admin. Income	297,860	101,484	85,836	1,852	26,135	12,449	2,705	25,742	11,126	2,919	21,913	-	-	292,161	5,699
16	Administration Expenses															
17	Bank Charges and Fees		4	4											8	(8)
	Building/Vehicle															1
	Maintenance/Operations	4,000		33	128	292	487				260	1,365			2,564	1,436
	Contract Services	1,000				1,000									1,000	-
_	Dues & Membership Fees	2,000	81	107	-	133	66	132	566	416	-	200			1,703	297
	Electric	750	43	168		(2)	20	86	103	123	(54)	33			520	230
	Equipment/Materials	1,000		105	50		250			102	24				531	469
_	Gasoline	1,700	162	229		424	58	315	294	384	298				2,163	(463)
	Health Insurance Opt. Out	12,000						12,000							12,000	-
_	Heating Fuel	2,200			296	394	181	214		755	1,995	169			4,003	(1,803)
	Liability Insurance	15,000	6,539	2,821		3,799	1,646	2,547	1,348						18,700	(3,700)
	Worker's Comp. Ins.	2,500		1,000			271		1,229					1	2,500	0
	Lease and Rent			315			315								630	(630)
	Parks & Recreation														-	-
	Employee Life/Retirement	27,580	1,274	2,184	2,714	1,549	1,463	1,985	1,189	1,123	1,764	1,318			16,562	11,018
	Employee Payroll Taxes	11,285	267	957	1,048	546	509	690	485	450	753	529			6,233	5,052
_	Gross Wages	125,372	4,282	10,193	12,336	7,039	6,511	9,025	5,404	5,105	8,558	5,990			74,442	50,930
	Postage/Freight	300	25		9	7	-	123	136	6	30	7			344	(44)
	Office Supplies/Equip.	1,000	98	16	160	-	288	93	93		-				748	252
	Telephone/Fax/Internet	6,000	578	536	460	351	1,620	585	478	532	471	350			5,962	38
	Travel/Training/Per Diem	2,500					200		585	360	1,405				2,550	(50)
	VEEP Lighting	10,000		284					176	98					558	9,442
	Miscellaneous Expense															-
	Total Admin. Expenses	226,187	13,352	18,951	17,200	15,531	13,885	27,796	12,087	9,453	15,505	9,961	-	-	153,722	72,465
40	Administration Net	71,673	88,132	66,885	(15,348)	10,604	(1,435)	(25,091)	13,655	1,673	(12,585)	11,952	-	-	138,440	(66,767)

1

6

	A	В	С	D	E	F	G	Н	ı	ı	К	L	М	N	0	Р
41	CITY OF ANIAK	FY2022	JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	NIA 1	JUN 2022	YTD	BALANCE
42	Fire & Police Income	112022	0022021	110 02021	521 2021	0012021	110 12021	DECEVE	0111112022	1135 2022	1,1111111111111111111111111111111111111	111 11 10 10 1	2022	00112022	112	DILLITOL
43	Animal Control Income	500	60		16	151	35	122	8	47	21	36			496	4
44	Donations	2,000				5									5	1,995
45	Equipment Rental Income	•													-	
46	Volunteer Fire Assist. Grant	87,000		26,428					4,222						30,651	56,349
47	Miscellaneous														-	-
48	Total F&P Income	89,500	60	26,428	16	156	35	122	4,230	47	21	36	-	-	31,152	58,348
49	Fire & Police Expenses															
50	Animal Control Expense	500	95	98	25		33	80			208				540	(40)
51	Building Maint./Operations	1,500		247	157		209		109						722	778
52	Contract Services-Animal														-	-
	Electric	2,500	177	456		(32)	37	383	330	678	508	227			2,765	(265)
54	Equipment Diesel Fuel	250													-	250
55	Equipment/Materials										3,990				3,990	(3,990)
	Gasoline	250													-	250
57	Heating Fuel	12,000			2,423	394	394			7,713	5,887	4,692			21,503	(9,503)
58	Maintence/Operations (Incl.														_	-
59	Employee Life/Retirement	9,900	777	576	22		49		27	83	19				1,554	8,346
	Employer Payroll Taxes	4,055	316	236	18		17		16	37	14				654	3,401
	Gross Wages	45,032	3,534	2,619	102		224		122	377	87				7,064	37,968
62	Postage/Freight		265							31					295	(295)
	Supplies										261				261	(261)
	Telephone/Fax/Internet	2,500	108	108	108		228	108	108	108	108				984	1,516
	Travel/Training/Per Diem	28,000		425		(425)									-	28,000
	Total Fire & Police Expense	106,487	5,273	4,765	2,855	(63)	1,192	570	712	9,027	11,081	4,919	-	-	40,331	66,156
	Fire & Police Net	(16,987)	(5,213)	21,663	(2,839)	219	(1,157)	(448)	3,519	(8,980)	(11,060)	(4,883)	-	-	(9,179)	(7,808)
68																
-05	Landfill Income															
	Landfill Income	20,000	2,550	3,425	7,300	200	4,075	5,500		2,500					25,550	(5,550)
71	Total Landfill Income	20,000	2,550	3,425	7,300	200	4,075	5,500	-	2,500	-	-	-	-	25,550	(5,550)
_	Landfill Expenses	2.000		2-2	05-	450				4	45-	4.0=			2.1==	(155)
	Equipment Diesel Fuel	2,000		250	925	470		**:	42-	158	177	197			2,177	(177)
	Equipment/Materials	4,970						209	250		278				737	4,233
	Maintence/Operations (Incl.	3,000						-							-	3,000
	Employee Life/Retirement	3,300	130	262	555	415	385	198	207	172	236	145			2,706	594
	Employer Payroll Taxes	1,350	119	119	239	159	147	75	85	72	99	62			1,177	173
	Gross Wages	15,000	976	1,192	2,600	1,888	1,752	898	942	780	1,074	660			12,762	2,238
	Landfill Supplies	1,000							-						-	1,000
	Miscellaneous	20.620	-	-	4.060	- 0.00	- 2007	4.000	4.401	4.464	4.055	4.0.5			-	- 44.0.53
	Total Landfill Expenses	(10,620)	1,225	1,823	4,318	2,932	2,285	1,380	1,484	1,181	1,865	1,065	-	-	19,558	11,062
	Landfill Net	(10,620)	1,325	1,602	2,982	(2,732)	1,790	4,120	(1,484)	1,319	(1,865)	(1,065)	-	-	5,992	(16,612)
83																

П	A	В	С	D	F	F	G	Н	1	ı	К		М	N	0	P
84	CITY OF ANIAK	FY2022	JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAI	JUN 2022	YTD	BALANCE
	Levee Maint. Income	F 1 2022	JUL2021	AUG2021	SEI 2021	0012021	110 1 2021	DEC2021	JAN 2022	FEB 2022	MAK 2022	AI K 2022	2022	3011 2022	110	BALANCE
_	Previous Year Carry Over	18,255	_	9,867	_	_	_		_	_	_	_	_	_	9.867	8,388
-00	Total Levee Income	18,255	-	9,867	-	-	-	-	-		-			_	9,867	8,388
	evee Maint. Expenses	10,200		2,007											2,007	0,200
89 (	Contract Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
90 I	Equipment Diesel Fuel	-	317	-	-	-	-	-	-	-	-	-	-	-	317	(317)
91 l	Equipment/Materials	11,290	-	-	-	-	-	-	-	1	-	-	-	-	-	11,290
92 (	Gasoline	-	-	-	-	-	-	-	-	-	-	i	-	-	-	-
93 l	Maintenance/Operations (Incl.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Employee Life/Retirement	330	1,172	95	-	-	-	-	-	-	-	-	-	-	1,267	(937)
95 I	Employer Payroll Taxes	135	567	75	-	-	-	-	-	-	-	-	-	-	642	(507)
96	Gross Wages	6,500	6,834	807	-	-	-	-	-	ı	-	ı	-	-	7,641	(1,141)
	Total Levee Maint. Expenses	18,255	8,890	977	-	-	-	-	-	-	-	-	-	-	9,867	8,388
98 I	evee Maint. Net	-	(8,890)	8,890	-	-	-	-	-	-		-	-	-	(0)	0
99																
	Library Income															
	E Grant Income														-	-
	MLS Grant	10,000				6,400						5,048			11,448	(1,448)
	Owl Grant	5,000													-	5,000
	tate PLA Grant	7,000		7,000											7,000	-
	Archiving Aniak Grant	27,248													-	27,248
	Office Space Rental	2,500													-	2,500
-0.	Miscellaneous Income	-1 -10		=		ź 100						<b>7</b> 0 10			-	-
	Total Library Income	51,748	-	7,000	-	6,400	-		-	-	-	5,048	-	-	18,448	33,300
	Library Expenses	20	_	_												
_	Bank Charges and Fees	20	5	5	2	2	-	-							14	6
-	Building Maint./Operations Contract Service														-	-
_	Electric	800	80	293		(0)	32	106	124	99	169	95			999	(199)
110	Equipment/Materials	800	80	293		(0)	32	100	124	99	109	93			999	(199)
	Heating Fuel	1,000			236		299	389		584	309				1,817	(817)
	ease and Rent	1,200	300		230	300	499	309	300	304	309				900	300
_	ibrary Collection	3,500	751	286	136	582	225	12	82	82	82	82			2,320	1,180
_	Employee Life/Retirement	1.991	67	35	83	302		12	95	220	22	13			535	1,455
	Employer Payroll Taxes	2,160	387	185	135	_	_		110	116	139	98			1,171	989
_	Gross Wages	24,029	2,974	1,775	1,435	_	_		943	1,301	1,482	936			10,843	13,186
	Postage & Freight	200	55	8	9				9	1,501	1,102	750			80	120
_	ibrary Supplies	500	84	0			2	264	182		108				640	(140)
_	Celephone/Fax/Internet	10,000	61	1,662	861	61	1,662	61	1.661	861	861	861			8,611	1.389
	ravel/Training/Per Diem	1,000	01	50			-,-02		-,-01	501					50	950
_	Aiscellaneous	,		50											-	-
	Total Library Expenses	46,400	4,764	4,299	2,897	945	2,220	832	3,506	3,263	3,172	2,084	-	-	27,982	18,418
127 I	ibrary Net	5,348	(4,764)	2,701	(2,897)	5,456	(2,220)	(832)	(3,506)	(3,263)	(3,172)	2,963	-	-	(9,534)	14,882
128	<u> </u>						·				•				<u> </u>	

3

	А	В	C	D	E	-	G	Н			И И		М	N	0	Р
129	CITY OF ANIAK	FY2022	JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	IVIALI	JUN 2022	YTD	BALANCE
130	Public Works Income	F 1 2022	JUL2021	AUG2021	5121 2021	0012021	110 1 2021	DEC2021	JAN 2022	FED 2022	WAR 2022	AI K 2022	2022	JUIN 2022	110	BALANCE
131	Equipment Rental Income	10,000	210	2,710	200	1.000	920			_					5,040	4,960
132	Inspection Fees	5	210	2,710	200	1,000	,20									5
133	Public Service Fee	24,000	1,949	1,696	1,999	1.982	1,182	1,689	1,514	1,549	2,079	2,555			18,193	5,807
134	Previous Year Carry Over	50,000	-	-	-	3,922	-	21,078	_	,- ,-	12,500	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			37,500	12,500
135	Total Public Works Income	84,005	2,159	4,406	2,199	6,904	2,102	22,767	1,514	1,549	14,579	2,555	-	-	60,733	23,272
136	Public Works Expenses	,		,	Í	Ĺ	Í		,	,	,	,			,	, , , , , , , , , , , , , , , , , , ,
137	Building Maint/Ops	1,500													-	1,500
138	Contract Services	1,500													-	1,500
139	Electric	1,500	94	374		(103)	77	235	248	223	338	146			1,633	(133)
140	Equipment Diesel Fuel	200		225							95				320	(120)
141	Equipment/Materials	50,000	748	(232)	2,532	669		304	354	155	8,600	595			13,726	36,274
142	Gasoline	4,000	597	563	548	457	119	751	786	261	166				4,248	(248)
143	Heating Fuel	6,500			1,313	2,270		1,206			1,297	1,708			7,794	(1,294)
144	Lease and Rent	6,700		3,068	1,733										4,800	1,900
145	Maintenance/Operations (Incl.	10,000	1,215	867	1,354	2,876	242	153	817	123	126	138			7,913	2,087
146	Employee Life/Retirement	9,130	814	1,666	1,804	1,195	1,120	1,625	1,905	1,788	1,227	690			13,835	(4,705)
147	Employer Payroll Taxes	3,735	380	755	869	543	437	591	800	718	576	316			5,984	(2,249)
148	Gross Wages	41,500	4,388	8,574	9,553	6,251	5,092	7,386	9,081	8,399	6,017	3,390			68,131	(26,631)
149	Postage/Freight	1,500	236	59	25	559	440	105	131	44	53				1,654	(154)
150	Public Works Supplies	1,000		41	168		209	93		67	149				728	272
151	Telephone/Fax/Internet		-	-	-	-	-	-	-	-	-	-	-	-	-	-
152	Total Public Wks Expenses	138,765	8,473	15,959	19,899	14,718	7,736	12,451	14,122	11,778	18,643	6,984	-	-	130,763	8,002
153	Public Works Net	(54,760)	(6,314)	(11,552)	(17,700)	(7,814)	(5,634)	10,316	(12,608)	(10,230)	(4,064)	(4,429)	-	-	(70,030)	15,270
154																
155	Roads Income															
156	Previous Year Carry Over	73,106			-	20,245		7,278	-		13,692				41,215	31,891
157	Total Roads Income	73,106	•	-	-	20,245	-	7,278	-	-	13,692	-	<u> </u>	-	41,215	31,891
158	Roads Expenses															
159	Contract Services														-	-
160	Electric-For 6 Streetlights	1,600	88	358		37	83	169	206	208	265	108			1,523	77
161	Equipment Diesel Fuel	7,500	709	939	409	631		934	315	1,468	468	409			6,282	1,218
162	Equipment/Materials	20,000	3,308								278				3,586	16,414
163	Maintence/Ops.w/parts	10,000	119		347	194					-				660	9,340
164	Employee Life/Retirement	5,060	116	408	713	313	556	530	380	238	896	374			4,523	537
165	Employer Payroll Taxes	2,070	81	316	392	122	206	191	152	105	343	193			2,102	(32)
166	Gross Wages	23,000	604	3,447	4,607	1,422	2,525	2,408	1,770	1,080	4,221	2,307			24,391	(1,391)
167	Postage/Freight	1,500	192	771		258	122			198					1,540	(40)
168	Total Roads Expenses	70,730	5,217	6,238	6,469	2,977	3,491	4,232	2,823	3,297	6,471	3,391	-	-	44,606	26,124
169	Roads Net	2,376	(5,217)	(6,238)	(6,469)	17,268	(3,491)	3,046	(2,823)	(3,297)	7,221	(3,391)	-	-	(3,391)	5,767
170																

A	В	C	D	Е	F	G	н	1		K	L	М	N		ion vi, itom b.
171 CITY OF ANIAK	FY2022	JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAI	JUN 2022	YTD	BALANCE
172 Sewer Utility Income			110 01111	22222				<u></u>				2022			
173 City Sewer Income	175,000	14,736	12,954	15,547	14,398	10,004	13,290	12,240	12,561	15,996	20,040			141,766	33,234
174 Previous Year Carry Over	-	-	_	-	-	-	-	-	7					-	-
175 Miscellaneous Income				10			13	_						23	(23)
176 Total Sewer Utility Income	175,000	14,736	12,954	15,557	14,398	10,004	13,304	12,240	12,561	15,996	20,040	-	-	141,789	33,211
177 Sewer Utility Expenses		,	7	7	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	.,		, ,	7					,	
178 Bank Charges and Fees	2,100	324	229	99	190	273	118		110	177	343			1,864	236
179 Customer Sewer Repair	-													_	_
180 Donations	1,250		156	300		300		600		300				1,656	(406)
181 Electric	6,000	306	1,028		99	120	742	421	1,170	1,250	960			6,096	(96)
182 Equipment Diesel Fuel	1,000		219		43		75	95	162	30				624	376
183 Equipment/Materials	30,000		333	11,705	471	-	-	-			4,525			17,033	12,967
184 Gasoline	2,700			ŕ				216		282	431			929	1,771
185 Heating Fuel	2,000			657	215	39	1,232			1,297	1,708			5,148	(3,148)
186 Liability Insurance	7,000	7,000				1,646	1,274	1,244			, -			11,163	(4,163)
187 Worker's Comp. Ins.	2,000	2,000				271	,	,						2,271	(271)
188 Lease & Rent	3,300		3,300											3,300	-
189 Maintenance/Operations (Incl.	15,000	556	238	505	127	47	157	411	268	1,378	696			4,383	10,617
190 Employee Life/Retirement	14,960	932	286	831	1,117	588	359	758	894	1,529	1,023			8,318	6,642
191 Employer Payroll Taxes	6,120	544	174	478	457	231	138	366	415	672	472			3,948	2,172
192 Gross Wages	68,000	6,079	1,910	4,945	5,666	2,812	1,634	3,742	4,430	7,629	5,423			44,269	23,731
193 Postage/Freight	2,000	110	198	116	670	-	269		117	190	254			1,924	76
194 Small Claims Fees	1,500			(119)		-	(111)							(231)	1,731
195 Supplies	1,500	-		-		294	80			66	183			623	877
196 Telephone/Internet/Fax	3,600	242	292	468	329	308	296	264	327	288	187			3,000	600
197 Travel/Training/Per Diem	2,000													-	2,000
198 Miscellaneous		-	-	-	1	-	-	-						-	-
199 Total Sewer Utility Expenses	172,030	18,092	8,362	19,984	9,385	6,928	6,262	8,116	7,894	15,088	16,206	-	-	116,318	55,712
200 Sewer Utility Net	2,970	(3,356)	4,591	(4,427)	5,013	3,076	7,042	4,124	4,668	908	3,834	-	-	25,472	(22,502)
201															
202 TOTAL INCOME	809,474	120,989	149,916	26,923	74,438	28,665	51,676	43,726	27,783	47,207	49,592	-	-	620,916	188,558
203 TOTAL EXPENSES	809,474	65,287	61,375	73,622	46,425	37,737	53,524	42,850	45,893	71,825	44,610	-	-	543,148	266,326
204 Net Income	0	55,702	88,541	(46,699)	28,013	(9,072)	(1,848)	876	(18,110)	(24,617)	4,982	-	-	77,768	(77,768)
205															
CASH AND BANK		JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 202	JUN 2022		
206 BALANCES															
207 Cash on Hand - 3151		483	650	1,163	1,768	1,758	1,905	1,474	870	522	330				
208 General Fund - 0699		177,055	215,106	212,471	178,241	287,584	103,799	79,030	174,432	126,427	12,009				
209 General Fund Savings- 8460		496	14,876	14,877	14,877	14,877	14,879	14,879	14,879	14,881	14,881				
210 Sewer Payments - 0699		92,637	79,524	87,440	130,496	85,545	92,384	110,666	107,703	112,359	121,483				
211 Grant Account - 6039		138	2,133	2,122	1,975	1,973	13,846	13,523	12,723	12,723	12,723				
212 Sewer Savings - 1389		56,669	106,669	106,679	106,679	106,679	106,693	106,693	106,693	106,706	106,706				
213 ARPA Funding - 4577		196	191	186	181	176	139,926	139,926	139,926	139,926	139,926				
TOTAL CASH AND BANK 214 BALANCES		207.672	410.140	40.4.007	424.217	400.502	472 422	166 100	557.007	510.540	400.055				
		327,673	419,149	424,937	434,217	498,592	473,432	466,190	557,225	513,543	408,057	-	_		
215	1000/	1000/	1000/	010/	000/	000/	000/	000/	000/	0704	070/			070	20/
216 Current Month Collection	100%	100%	100%	91%	99%	98%	98%	98%	98%	87%	97%			97%	3%
217 Including Past Due	100%	19%	24%	24%	17%	16%	14%	12%	15%	15%	17%			17%	83%
218					C	- O-+-+ 1'	Dalama	102.452	T- (-1	102 (0)					
219						r Outstanding		103,453 153	Total	103,606					
220					Employe	e Outstanding	Balances	153							
221 222															
222															

5

_	. 1				-	F					.,					
222	A CITY OF ANIAK	FY2022	C JUL2021	D AUG2021	SEP2021	OCT2021	G NOV2021	н DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	M	N JUN 2022	O YTD	BALANCE
	Total Carry Over Balance	206,245	JUL2021	AUG2021	SEF 2021	0C12021	NO V 2021	DEC2021	JAN 2022	FEB 2022	WIAK 2022	AFK 2022	2022	JUN 2022	1110	BALANCE
	Sewer Savings Set Aside	50,000		50,000											50,000	_
223	Subtotal of FY21 Carryover	50,000		30,000											30,000	
	after Sewer Setaside															
226		156,245	-	-	-	_	-	-	-	-	-	-	-	-	-	156,245
	Previous Year Carry Over	444.054														
227	Contribution to FY22	141,361	-	9,867	-	24,167	-	28,356			26,192				88,582	52,779
228	City Savings Set Aside	14,884	-	14,884	-	-									14,884	-
229	Carry Over Balance Left	-	-	-	-	-									-	-
230	EXTAGAGE D. I. C. I															
231	FY2020 Purchase Cost	25,965	1,026	1,634	5,740	3,674	914	690	410	1,340	453	749			16,628	9,337
	Diesel in Gallons from FY20	6,525	226	261	1 457	022	222	175	104	240	115	100			4.022	2 402
	Purchases	0,525	226	261	1,457	932	232	175	104	340	115	190			4,032	2,493
233	CITY OF ANIAK	ENGAGO	TTT 2021	ATICIONAL	CED2021	O CITIZADA 1	NOVIDON	DECOM	T 1 N 2022	EED 2022	3.5.4.D. 2022	4 DD 2022	IVIA 1	TT IN 2022	T/IDD	DALANCE
234	FEMA Funds Income	FY2022	JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	2022	JUN 2022	YTD	BALANCE
235	FEMA Funds Expenses	160,266 160,266	160,266	-	-	5,033	-		-	155,233	-	-	_	-	160,266 160,266	-
236	FEMA Funds Net	100,200	(160,266)	-	-	5.033	-		_	155,233	_	_		-	100,200	-
238	1 LIVIA I unus Ivet	_	(100,200)	_	_	3,033	_		-	133,233	-	-	_	_	-	
239	CARES ACT Awarded	297,753	276,285	21,468	-	-	-	-	-	-	-	-	-	-	297,753	0
240	CARES ACT INCOME	297,753	-		-	-	-	-	-	-		-	-	-	-	297,753
241	CARES ACT Award Balanc	-	276,285	21,468	-	-	-	-	•	-		-	-	-	297,753	(297,753)
242	Administration Expenses		4,475	5	5	405	5	9,437	6,477	-					20,808	(20,808)
243	Distance Learning		4,346												4,346	(4,346)
	Housing Support		119,601							33,220					152,821	(152,821)
_	Improve Telework Activities		13,316	-											13,316	(13,316)
	Medical Expenses		7,310												7,310	(7,310)
	Other Economic Support		-												-	-
	Pay-Personnel & Services		37,125												37,125	(37,125)
	Pay-Public Health & Safety		33,692												33,692	(33,692)
_	Public Health Exp. (Inc.		22,097	1,117	476	1,282		3,362	-	-					28,334	(28,334)
	Covid-19 Testing/Contact		-												-	-
	Other***	205 552	-	4 400	404	1.00	-	10 700	< 1==	22.220					-	-
253	Cares Act Expenses Total Received	297,753	241,962	1,122	481	1,687	5	12,799	6,477	33,220	•		-	-	297,753	0
254	Cares Act Funds Net	297,753	<b>276,285</b> 34,322	<b>21,468</b> 20,346	(481)	(1,687)	(5)	(12,799)	(6,477)	(33,220)		-	-	-	297,753	(0)
-	Cares Act runds Net	-	34,322	20,340	(481)	(1,087)	(5)	(12,799)	(0,477)	(33,220)	-	-	-	-	U	(0)
256	ARPA Funds Income				66,262		73,669	11,875			178				151,984	
257	ARPA Funds Income ARPA Funds Expenses				00,202		73,009	11,8/5	9,367	11	1/8	2,097			151,984	
258	ARPA Funds Expenses ARPA Funds Net							•	9,367	11		2,097			140,508	
260	ANI A Fullus INCL														140,506	
	Financial Report Approved by:				Date:				Attested by					Date:		
262	1 11								- incolou by.							
_02																

	А	В	С	D	E	F	G .	. н		J	К	L	М	N	0	Р
223	CITY OF ANIAK	FY2022	JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAI	JUN 2022	Y	
263	CITY OF ANIAK	FY2022	JUL2021	AUG2021	SEP2021	OCT2021	NOV2021	DEC2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	WAI	JUN 2022	V Section	on VI, Item D.
264	Income Totals	112022	0 CH2021	110 02021	521 2021	0012021	110 12021	BECZUZI	01111 2022	1 ED 2022	141111 2022	111 11 2022	2022	GC1( 2022		
265	Animal Control Income	500	60	-	16	151	35	122	8	47	21	36	-	-	496	4
266	CE Grant Income	-	-	-	-	-	-	-	_	-	-	-	-	-	-	-
267	City Sewer Income	175,000	14,736	12,954	15,547	14,398	10,004	13,290	12,240	12,561	15,996	20,040	-	-	141,766	33,234
268	Comm.Revenue Sharing	75,160	-	76,979	-	-	-	-	=	-	-	-	-	-	76,979	(1,819)
269	Donation Income	2,000	-	-	-	5	-	-	-	-	-	ı	-	-	5	1,995
270	Equipment Rental	10,000	210	2,710	200	1,000	920	-	-	-	-	-	-	-	5,040	4,960
271	GCI Land Lease	5,400	450	450	450	450	450	450	450	450	450	450	-	-	4,500	900
272	IMLS Grant	10,000	-	-	-	6,400	-	-	-	-	-	5,048	-	-	11,448	(1,448)
273	Inspection Fees	5	-	-	-	-	-	-	-	-	-	-	-	-	-	5
274	Landfill Income	20,000	2,550	3,425	7,300	200	4,075	5,500	1	2,500	-	İ	-	-	25,550	(5,550)
275	Gravel Sales & Royalties	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
276	Miscellaneous	-	-	1	11	-	-	15	1	-	-	ı	-	-	26	(26)
277	Office Space Rental	19,300	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	-	-	14,000	5,300
278	OWL Grant	5,000	-	-	-			-	-	-	-	-	-	-		5,000
279	PILT Payment	68,000	71,696	-	-	-		-	-	-	-	-	-	-	71,696	(3,696)
280	PLA Grant	7,000	-	7,000	-	-	-	-	-	-	-	-	-		7,000	-
281	Public Service Fee	24,000	1,949	1,696	1,999	1,982	1,182	1,689	1,514	1,549	2,079	2,555	-	-	18,193	5,807
282	Sales Tax Revenue (2%)	82,500	19,738	983	1	15,607	5,239	753	17,862	6,135	1,069	13,708	-	-	81,095	1,405
283	Previous Year Carry Over	141,361	-	9,867	-	24,167	-	28,356	-	-	26,192	-	-	-	88,582	52,779
284	Archiving Aniak Grant	27,248	-	-	-	-	-	-	-	-	-	-	-	-	-	27,248
285	Tobacco Excise Tax	40,000	8,201	4,781	-	8,678	5,360	100	6,030	3,141	-	6,355	-	-	42,646	(2,646)
286	VEEP Lighting	10,000	-	1,243	-	-	-	-	-	-	-	-	-	-	1,243	8,757
287	Volunteer Fire Assist. Grant	87,000	-	26,428	-	-	-	-	4,222	-	-	-	-	-	30,651	56,349
288	Total Overall Income	809,474	120,989	149,916	26,923	74,438	28,665	51,676	43,726	27,783	47,207	49,592	-	-	620,916	188,558
289	Expense Totals	500	0.5		2.5		22	20			200					110
290	Animal Control Expense	500	95	98	25	- 102	33	80	-	- 110	208	2.12	-	-	540	(40)
291	Bank Service Charges	2,120	333	238	101	192 292	273	118	100	110	177	343	-	-	1,886	234
292	Building Maint./Ops.	7,000	-	280	285		696	-	109	-	260	1,365	-	-	3,286	3,714
293	Contract Services Customer Sewer Repair	2,500	-		-	1,000	-	-	-	-	-	-	-	-	1,000	1,500
294	Donations Donations	1,250	-	156	300	-	300	-	600	-	300	-	-	-	1,656	(406)
295	Dues/Membership Fees	2,000	81	107	-	133	66	132	566	416	300	200	-	-	1,703	297
207	Electric	13,150	788	2,677		133	368	1,722	1,432	2,502	2,477	1,569	_	<u> </u>	13,535	(385)
297	Equipment Diesel Fuel	10,950	1,026	1,634	1,334	1,144	-	1,009	410	1,788	770	606	_		9,720	1,230
299	Equipment/Materials	117,260	4,056	206	14,287	1,140	250	513	604	257	13,170	5,120	_	_	39,603	77,657
300	Gasoline	8,650	759	792	548	881	177	1,066	1,296	645	746	431	_	_	7,340	1,310
301	Health Insurance Opt. Out	12,000	-		-	-	-	12,000	-	-		-	-	-	12,000	- 1,510
302	Heating Fuel	23,700	-		4,925	3,273	914	3,041	_	9,052	10,784	8,277	-	-	40,265	(16,565)
303	Liability Insurance.	22,000	13,539	2,821	-	3,799	3,292	3,821	2,592		-	-	-	_	29,863	(7,863)
304	Workers Comp.Insurance	4,500	2,000	1,000	-	-	542	-	1,229	-	-	-	-	-	4,771	(271)
305	Lease and Rent	11,200	300	6,683	1,733	300	315	-	300	-	-	-	-	-	9,630	1,570
306	Library Collection	3,500	751	286	136	582	225	12	82	82	82	82	-	-	2,320	1,180
	Maintence/Ops w/parts	38,000	1,890	1,105	2,207	3,197	289	310	1,228	391	1,504	834	-		12,956	25,044
308	Miscellaneous			-	-	-	-	-	-	-	-		-			-
309	Parks & Recreation	-	-	-	-	-		-	-	-	-	-	-	-	-	-
310	Employee Life/Retirement	72,251	5,283	5,511	6,722	4,589	4,162	4,697	4,562	4,517	5,694	3,563	-	- [	49,300	22,951
311	Employer Payroll Taxes	30,910	2,661	2,817	3,179	1,827	1,547	1,686	2,013	1,913	2,596	1,671	-	-	21,910	9,000
312	Gross Wages	348,433	29,671	30,516	35,577	22,266	18,916	21,351	22,003	21,471	29,068	18,705	-	-	249,544	98,889
313	Postage/Freight	5,500	883	1,036	159	1,494	562	498	276	395	273	262	-	-	5,838	(338)
314	Small Claims Fees	1,500	-	-	(119)	-	-	(111)	-	-	-	-	-	-	(231)	1,731
315	Supplies	5,000	181	57	328	-	792	530	275	67	584	183	-	-	2,999	2,001
316	Telephone/Internet/Fax	22,100	989	2,597	1,897	742	3,817	1,050	2,511	1,827	1,728	1,398	-	-	18,557	3,543
317	Travel/Training/Per Diem	33,500	-	475	-	(425)	200	-	585	360	1,405	-	-	-	2,600	30,900
318	VEEP Lighting	10,000	-	284	-	-	-	-	176	98	-	-	-	-	558	9,4
319	Total Overall Expenses	809,474	65,287	61,375	73,622	46,425	37,737	53,524	42,850	45,893	71,825	44,610	-	-	543,148	200,0
320	Net Income	0	55,702	88,541	(46,699)	28,013	(9,072)	(1,848)	876	(18,110)	(24,617)	4,982	-	-	77,768	(77,766)

#### **Finance Report on FY22 Budget**

Administration Dept.-Income has met or exceeded projections. Expenses remain under due to not hiring a clerk but over budget in Insurance.

Fire Dept.- Continues to drain the city with no income source, even with the Volunteer Fire Assistant Grants that mainly cover wages and training. The Heating Fuel and Electricity remains the costliest.

Landfill- Income projections are a little over budget and expenses we should keep within budgeted numbers.

Levee Maintenance- Is projected with all Carry-Over funds and as the Public Works Director stated before we will have more work to be done once the ice and snow melts. We should try to remain in budget or wait until after this FY22 year is over to continue work and stay within overall budget.

Library- Most grants cover mainly the wages & taxes for a librarian and/or aide, but we should look at budget amendments or other available grants to help to include heating fuel, electricity, building maintenance etc. but the library overall remains funded by the city's overall funds.

Public Works Department- Income looks like we will not meet our Equipment Rental Income or Public Works Fees as projected, but the bulk of income is from the Carry-Over which is also relying on the city's overall budget numbers by \$54,740. Expenses-most are well over budget but mainly due to wages/taxes which could be moved to over depts. with little or no expenses. Heating fuel also remains high. The overbudgeting may also be due to little or no oversight or not directed where they should be.

Roads Department- Income is fully funded by Carry-Over, even showing a positive (it shouldn't but was an oversighted error during budgeting). Expenses- Some public works expenses can be moved here but I would need to work with the Director on what expenses can be moved. Wages are already overbudget in this department.

Sewer Department- City Sewer Income, projects close to budget numbers but may well remain low. Expenses-Insurance, heating fuel and electricity remain high but other expenses can also be moved here as well.

Overall Income does not look like we will meet our projected amounts but the bulk of them remain with Grant Funds that we are not able to use but for Grant Funded expenditures.

Overall Expenses remain high with Insurance, electricity, and heating fuel but it is imperative we keep a conservative approach on our expenses with each department the next two months.

Again, I would like to remind you that the final report will be approved by the council once all numbers are revisited and moved where they need to be after the Fiscal Year is over. But it does give us an idea of where we are in the budget and what we need to do to stay within our limits. And an added reminder of why we shouldn't solely rely on Carry-Over to stay within budget each year or use up what income we are projecting for that year, because it does drain what we have in the bank accounts as well.

**Fire Dept:** No reported activity. The city needs to request that YKHC pay heating costs for the ambulance storage. A better idea could be that the city offers the fire hall building to YKHC and/or ATC for them to use for community emergency response programs, such as ambulance service, search and rescue, wildfire, and flood safety. All of the above programs have BIA funding available and hopefully the creation of these tribal programs will lead to more community involvement in a volunteer fire department.

**Library:** I have had one application & waiting to hear from them. Gazebo kit has arrived. Need to find labor to assemble it. This is a grant project.

**Public works:** ANTHC engineers suggest that we increase out commercial public works fee by 50%. This is based on the amount of pallets, cardboard, etc. that go into the landfill from stores, airlines, school...they add a lot. The public works fee, taxes and PILT go to the rest of the services the city provides- roads maintenance, dike, landfill, fire department, library-and the city budget usually falls a \$100,000 short. We don't make enough income to cover the services we provide.

City Manager: I would like to contact grant writing companies and find out how much it costs to hire a firm to work for the city. The DOT road projects grant application is coming up this fall, and there will be many infrastructure grants the city will need to apply for. The council needs to make a list of the capital projects-road expansions and improvements, public works shop improvements, a tribal EPA landfill partnership(?), sewer lagoon improvements, library/elder/park restroom construction, continued dike maintenance, etc....projects that need to happen In the future.

I met with BushTell to discuss updating their utility easement, and I would like to send the attached letter to AL&P and BushTell to start the conversation about moving utilities that are in the roadway. The city has the right to request encroachments be moved off of the public roadways. Having a utility easement does not give the companies the right to interfere with the intended use of public roads.

I submitted a Denali Commission grant requesting a feasibility study for sewer lagoon repairs/relocation.

I would like to hire Dave Cannon (when he is available) to lay out the baseball diamond at the city park. We have a grant that will pay for that.

The council needs to approve the job description for the city manager job posting.

# **Invitation to Plan Our Future**

Express Our Values -- Create Our Vision -- Define Our Community Future

We are making a plan for our community. Come and help. The plan will be based on our common values. It will express a "unity of purpose" for our community. Our value-based plan can strengthen our community's self-reliance and self-determination.

This meeting is an opportunity to help create a picture of what you would like to see when you look out the window of your home, and what kind of a place you want our village to be like in 20 years.

Our goal is to manage change in our community, to present our needs to others, and to help guide different funding sources when they come into our community.

Please Come -- Share your thoughts, listen. Bring a friend. Help make our future.

Date.

Date.	 	 
Time:	 	 
Place:		

# City of Aniak

Section VII, Item C.

Aniak, Alaska 99557

Ph: (907)675-4481 Fax: (907)675-4486 email: cityofaniak@gmail.com

May 21, 2022

Aniak Light & Power P.O. Box 129

Aniak, Alaska 99557

Bush Tell, Inc.

P.O. Box 109

Aniak, Alaska 99557

Providing and maintaining safe roads in the city of Aniak is the priority of our public works program. To meet the minimum safety standards for our roads the City of Aniak requires that utility devices and poles be situated in roadway clear zones, or as close to the roadway edge as possible, in accordance with the most reasonable and safe use of our roads, and in accordance with state and national highway right-of-way standards.

We would like to meet with your company to discuss the relocation of utility devices and poles that are disrupting the safe use of city streets. The City's priorities are based on which poles and devices most interfere with the intended safe use, maintenance, and future improvements of the roadways. River Avenue's stormwater drainage issues and the Army Corp of Engineers levee requirements are a priority for future DOT road improvement grant funding, but of course anything that has been placed in the roadways will ultimately need to be moved.

The city is willing to work with your company to establish reasonable deadlines and help you submit funding grant proposals. Please contact me to discuss how to move forward or meet to survey the priority devices and poles.

Sincerely,

City Manager

# Alaska Rural Utility Collaborative (ARUC) General Summary and benefits to project managers John Nichols, P.E.

The ARUC is an Alaska Native Tribal Health Consortium (ANTHC) program to manage, operate and maintain water/sewer systems in rural Alaska. There are a number of advantages to rural communities, including economies of scale and a higher level of support, managerial and technical assistance. There is also a big advantage to the project engineer, however: Communities in ARUC meet RUBA essential indicators, unless the community has IRS tax issues.

There are two stages of membership in ARUC:

<u>1st</u> stage: Assisted Billing Program. This is a program that bills customers in participating communities. The money collected, minus a monthly service fee, is then sent back to the community to operate their water/sewer system.

Important Features:

- Assisted Billing generates invoices, keeps records of customer payments, and shares customer account information with community, including recommending shutoff of non-paying customers
- Customers will mail payment to bank lock box in Anchorage. Assisted Billing once per month takes service charge from these payments, mails the rest of the money to the community to operate water/sewer system
- Assisted Billing charges a monthly service charge to cover labor, postage, envelopes, etc. based on size of each community and number of customers billed on a monthly basis. This way, each community will pay only their share of the expenses associated with the billing service.
- Requires only 30-day commitment from ANTHC and the community.
- Billing Assistance could lead to ARUC membership if community desires and if the
  water/sewer system can be self-supporting. Community does not have to join full
  ARUC, however. Communities must be members of Billing Assistance for at least
  six months and demonstrate ability to become financially self-supporting to join
  ARUC.
- Assisted Billing does not solve all RUBA essential indicators. Full ARUC membership does. Billing Assistance does solve RUBA Indicators 8, 9, 12, & 25, however.

 $2^{\text{nd}}$  stage: ARUC membership. This is a program that bills customers and manages and operates the water/sewer system.

Important features:

- ARUC sets rates with approval by local Council. Each community's rates are set to be self-supporting, so rates will vary per community.
- ARUC directs activities of locally-hired water plant operator (and backup) in each community. ARUC reimburses local community for operator's budgeted hours.
- ARUC purchases all fuel, parts, electricity, etc for water/sewer system.
- ARUC enforces shut-off of non-paying customers
- We continue to apply for grant money to purchase fuel, supplies and needed parts and repairs for ARUC communities in their first year of membership.

- ARUC communities are charged a monthly service charge to cover labor, postage, envelopes, etc. based on size of each community and number of customers billed on a monthly basis. This way, each community will pay only their share of the expenses associated with the billing service.
- ARUC communities meet all RUBA indicators, unless the community has IRS tax issues. RUBA is funded by EPA \$ for water/sewer capacity, and ARUC as the manager/operator of the water/sewer systems meets all RUBA indicators.
- ARUC membership is a long-term commitment with contracts automatically renewing in most cases.
- ARUC is not currently accepting communities that only have washeterias. ARUC does not currently operate washeterias.

#### Monthly Billing Fees for Programs – effective FY22

Assisted	Billing Fees														
		51-100	101 - 15	60	151-2	200	201-250		251-300		301-3	50	351-400	401-45	0
0-50 Co	nnections	Connections	Connec	tions	Conn	ections	Connect	ions	Connectio	ns	Conn	ections	Conn.	Conne	ctions
\$	625.00	\$ 687.5	\$	750.00	\$	812.50	\$	875.00	\$	937.50	\$	1,000.00	\$ 1,062.50	\$	1,125.00

Current members of ARUC, by Utility Manager. For operational questions regarding water sampling, etc, please contact the Utility Manager directly.

Community	Frank Neitz	Chris Cox	Jon Savage	Rick Lind
Address:	YKHC P.O. Box 528 Bethel, AK 99559	Maniilaq PO Box 256 Kotzebue, AK 99752	BBAHC P.O. Box 1649 Dillingham, AK 99576	ANTHC 3900 Ambassador Anchorage, AK 99508
Phone#	907-543-6184	907-442-7352	907-842-4771	907-729-5614
Email Address:	fneitz@anthc.org	cocox@anthc.org	jsavage@nushtel.com	rjlind@anthc.org
Ambler		X		
Chevak	X			
Chignik Lake			X	
Chignik Lagoon			X	
Deering		X		
Golovin				X
Goodnews Bay			X	
Holy Cross	X			
Kiana		X		
Kobuk		X		
Kotlik				X
Lower Kalskag	X			
Newhalen			X	
New Stuyahok			X	
Noorvik		X		
Pitka's Point	X			
Quinhagak	X			
Russian Mission	X			
Savoonga				X
Scammon Bay	X			
Shungnak		X		
South Naknek			X	
Sleetmute	X			
St. Michael				X
Toksook Bay	X			

Tyonek			X
Upper Kalskag	X		

## Current communities in Assisted Billing only:

Water/sewer

Akiachak

Grayling

St. Marys

Electricity
Chignik Lagoon Electric
Red Devil Electric

Crooked River Electric

Chuathbaluk Electric Stony River Electric Sleetmute Electric

#### **DEHE Contract No.**



#### **DEHE Assisted Billing Program Master Agreement**

Community:	Division of Environmental Health & Engineering
	(DEHE)
Community Address:	DEHE Address:
	4500 Diplomacy Dr., Suite 130
	Anchorage, AK 99508
Community Contact (Utility Clerk):	DEHE Contact:
Name:	Name: Christopher Cox
Title:	Title: Sr. Program Manager
Phone:	Phone: (907) 729-7753
Email:	Email: cocox@anthc.org
Fax #:	Fax #: (907) 729-4024
Total ammayimata agat man manthy damanda ag	the # of commercians are etterned note schoolule (includes)
processing payments, customized invoice and	n the # of connections, see attached rate schedule (includes:

This Agreement consists of the attached general provisions and service orders hereto or subsequently signed by the parties and that reference this Agreement (collectively, this "Agreement"). In the event of conflict among terms, the order of priority shall be the general provisions, attachments and then any other documents. This Agreement shall become effective when signed by authorized representatives of both parties and shall continue in effect unless earlier terminated in accordance with the provisions of this Agreement.

All payments will be sent to a bank Office and the monthly service payment based on rate schedule will be deducted from each monthly collection. The balance of each month's collections will be sent back to your community office.

Agreed	Agreed
Customer	DEHE
Authorized Signature	Authorized Signature
Printed Name	Christopher Cox Printed Name
Title	Sr. Program Manager Title
Date	Date



#### **GENERAL PROVISIONS**

#### 1. PURPOSE

The following terms and conditions shall apply to the provision of billing services provided by DEHE - Department of Tribal Utility Support pursuant to this Agreement. These general provisions are made between Customer and DEHE to establish allocations for billing assistance and the development of a billing system for Customer as more specifically set forth in Attachment A. The parties understand this Agreement shall not address any collection services.

#### 2. TERM/TERMINATION

This agreement shall be for one (1) year with two one-year (1) options. Options must be exercised by Customer by written notice to DEHE prior to the expiration of the agreement; provided, that DEHE shall give the Customer a preliminary notice at least 60 days before the agreement expires. The preliminary notice does not commit DEHE to an extension.

#### 3. CANCELLATION OF SERVICES

Either party may cancel this Agreement with 30 days written notice. If Agreement has been prepaid, a refund will be given on prorated basis. If Agreement is not prepaid, the Customer is responsible for paying service agreements charges for work done by DEHE.

#### 4. DEFAULTS

If either party fails, refuses, or is unable to satisfactorily carry out its obligations under this Agreement or is in default of or breaches any terms of this Agreement, that party shall be considered to be in default and the following procedure shall be followed prior to any termination: Under this Agreement, if a defaulting party shall fail to remedy any defaults within thirty (30) days after receipt of written notice, or if the defaulting party shall fail to commence to remedy such default within such thirty (30) day notice period where such default is not capable of being cured within such thirty (30) day period, and, in either case, any dispute arising from such default has not been referred to mediation, then by written notice of one party to the other party, this Agreement may be terminated on the date specified in such notice.

#### CHARGES

Customer shall pay DEHE for services provided at the rates and charges specified in the Attachment A. Payments are due within 30 days after date of invoice and must refer to the invoice number or as more specifically set forth in Attachment A. Customer shall reimburse DEHE for all costs associated with collecting delinquent or dishonored payments. Where payments are overdue DEHE may assess interest charges at the maximum rate permitted by law.

#### 6. LIQUIDATED DAMAGES

In the event of Customer default, non-payment or voluntary termination, Customer will pay DEHE for any services rendered.

# 7. NO MODIFICATION OF TERMS/NO ASSIGNMENTS

Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement of DEHE. Customer shall not assign its rights and duties under this Agreement without the prior written consent of DEHE.

#### 8. NOTICE

Notices shall be provided in writing to the contact information listed on the first page of the Master Agreement.

#### 9. CONFIDENTIAL

All information or data of a personal nature about on individual shall not be disclosed to third-parties other than Customer or DEHE when disclosure is required for performance of Agreement or as pursuant to applicable law.

#### 10. LIMITATION OF LIABILTY

The Customer agrees to limit DEHE's liability to the Customer and all others associated with the utility billing service, due to the DEHE's sole negligent acts, errors, or omissions, such that the total aggregate liability of DEHE to all those named shall not exceed the contract price or DEHE's total compensation for services rendered on the portion(s) of the contracted services resulting in the negligent acts, errors, or omissions, whichever is greater. The parties expressly understand and agree that under no circumstances shall DEHE be liable for any indirect, incidental, special, or consequential damages, including, but not limited to, damages for loss of revenues, penalties, program interruption, or other losses (even if DEHE has been advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort or otherwise), resulting from any matter otherwise related to the use of, reliance on, or inability to use DEHE's billing services. The limitation of liability set forth in this section is an essential element of the bargain between DEHE and the Customer. Any legal action arising in connection with this Agreement must begin with two (2) years, after the cause of action arises.

#### MEDIATION

If a dispute should arise over the terms of this Agreement that the parties are unable to resolve between themselves, the representatives of the two parties shall meet in a formal joint conference session to attempt to resolve the issue(s) at hand. In the event any controversy arising under this Agreement is not resolved by informal negotiations within thirty (30) days (or any mutually agreed extension of time) after either party requests such negotiations, the case shall be referred to mediation, that is, an informal, nonbinding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the case. The parties are free to select any mutually acceptable person as a mediator and both parties will jointly nominate a third party who is not employed by or significantly involved with DEHE or the Customer to serve as a mediator. The mediation process shall continue until the case is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or either party chooses not to continue further. This Agreement shall be interpreted in accordance with the laws of the United States and the State of

#### 12. CAPTIONS

Captions in this Agreement are for convenience and reference only, and in no way explain, modify, amplify or interpret this Agreement.

#### 13. CONSTRUCTION OF AGREEMENT

Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.



# ATTACHMENT A Billing Responsibilities

#### 1. CUSTOMER RESPONSIBILITIES

Customer will provide items needed to bill for billing services:

- 1.1. Number of customers to be billed and user agreements as applicable;
- 1.2. Names of customers:
- 1.3. Addresses (including physical address, i.e. lot & block numbers);
- 1.4. Balance on account for each customer billed;
- 1.5. Charge/costs (What are customers being charged for services?)
- 1.6. Provide DEHE a copy of the homeowner user agreements regarding any of the following services:
  - a. Sewer Service (piped);
  - b. Water Service (Haul/Piped);
  - c. Specify Residential Service, Commercial Service, School Service or Conditional Service;
  - d. Liquid Waste Disposal Service (Honey Bucket);
  - e. Disconnected/Discontinued Service Fees;
  - f. Reconnected/Resumed Service Fees or
  - g. Solid Waste (garbage disposal).

#### 2. CUSTOMER PREPARATION FOR BILLING FUNCTIONS.

Customer will work cooperatively with DEHE to ensure all services are provided to maximum benefit. Customer will maintain open communication during the set up process for accuracy in record keeping. DEHE will advise Customer, in advance, regarding any special needs for the services. For Customer preparation work, DEHE shall:

- 2.1 Open a Community account in CUSI and set up all the following details:
- 2.1.1 Charges/Costs/Types of Services
- 2.1.2 Community information
- 2.1.3 Enter data from the community (customer information)
- 2.1.4 When appropriate, making the relevant financial records available to DEHE in advance; appoint appropriate staff as primary point of contact to assist DEHE during the billing cycle (point of contact shall be set forth on Master Agreement page as customer contact)
- 2.1.5 Customize Invoice and Billing Statement

#### 3. **DEHE RESPONSBILITIES** (What is done for monthly billing?)

- 3.1 Payment information is received and updated daily.
- 3.1.1 If payments are received in the community; forward as soon as they are received to the office for processing.

The address is:

ANTHC - ARUC

4500 Diplomacy Dr. Suite 130

Anchorage, AK 99508

- 3.1.2 Payments will be reconciled within the first week following the billing cycle. The monthly fee will then be deducted and a check or an electronic transfer will be distributed to the community for the remaining amount collected.
- 3.2 Calculate monthly billing after all transactions are updated for the month being billed for.
- 3.3 DEHE shall not perform any collection services associated with this agreement.

#### 4. **BILLING PROCEDURES**

#### **DEHE Contract No.**



- 4.1 Payments are applied to the oldest bill first, until a customer is current. At which time the payments are applied to the current bill.
- 4.2 If user agreements are in place with customers who have an outstanding balance, then the amount agreed upon will be applied to the outstanding balance after the current month or oldest month billed *by us* has been paid first.
- 4.3 All payments are applied as they are received before invoices are created for the current month being billed. Once the invoice is printed (the last business day of the month), payments received after that will be dated for the first business day of the following month. This allows for the payment received transaction to appear on the next month's billing invoice.

#### 5. **END OF MONTH BILLING PROCESS** (in CUSI):

- 5.1 Late payment penalties are applied by the 26<sup>th</sup> of the month; if requested by the community.
- 5.2 Once completed, any adjustments needed are done.
- 5.3 Calculate billing charges and review for accuracy.
- 5.4 Print invoices then close-out monthly billing.

#### 6. MAILING & FILING

- 6.1 Fold billing invoices, place in envelopes and mail.
- 6.2 File an electronic copy of the invoice.
- 6.3 Mailing cost (at applicable U.S. Postage rate or private carrier)
  After identifying all customer needs, DEHE will compute the total cost for services described above; costs are noted on the Master Agreement page.

#### 7. **COMMUNITY REPORTS**

- 7.1 Reports are emailed to the Community's office personnel for review and processing. The following reports are sent monthly after the billing process is complete:
  - Accounts Receivable Summary
  - Current Customer list and Account Numbers
  - Aged Accounts Receivable Summary
  - Open Balances
  - Transaction Report
    - o Payments
    - o Invoices



## Utility Billing Fee Table

Assisted Billing Fee is \$625 up to 50 connections and an added \$62.50 for each additional 50 connections

0-50	51-100	101 - 150	151-200	201-250	251-300	301-350	351-400	401-450
Connections	Connections	Connections	Connections	Connections	Connections	Connections	Connections	Connections
\$625.00	\$687.50	\$750.00	\$812.50	\$875.00	\$937.50	\$1,000.00	\$1,062.50	\$1,125.00

Each added billing service (taxes, landfill, etc.) is an additional \$100/month to the above fees.

#### **Exhibit 2. Application Form**

Project title: City of Aniak Wastewater Lagoon Repair or Relocate Feasibility Study

Project location(s): Aniak Alaska

Name of applicant (organization/entity): City of Aniak Alaska

Name of applicant's representative (person): Diana Lehman City Manager

Name of applicant's project manager (person): Greg Hager Public Works Director

Name of applicant's financial contact (person): Lenore Kameroff Finance Officer

- I acknowledge that I am duly authorized to represent my organization
- I acknowledge that I have reviewed all information included in the original FOA and all subsequent information related to the FOA (if any) posted on the Commission's website
- I certify that my organization is in good standing with the Internal Revenue Service
- If applicable, I confirm that my organization is authorized to apply on a tribal entity's behalf and have provided reference to an appropriate authorizing resolution included in the Appendix (not subject to the page limit)

Project Summary – please describe the project:

- identify the problem
- describe the project to address the problem identified
- summarize the steps (tasks) to accomplish the project
- schedule (start and end dates or milestones)
- provide the total cost of the project and amount of funding requested
- identify if the community/communities served is/are a distressed community, disadvantaged community, and/or Environmentally Threatened Community

Aniak is a second-class (off road system) city incorporated in 1972, which is 317 air miles west of Anchorage, with a population of 460 full-time residents. Approximately 70% of the residents are members of the Aniak Tribe. The modern village of Aniak was re-settled by Native and non-Natives in 1914 when a homesteader established a trading post on the south bank of the Kuskokwim River. A territorial school was built in 1936, an airfield in 1939, a levee in 1951, and a White Alice radar-relay site in 1956 (turned over to the school district in 1979, with PCB contaminates documented in 1997, scheduled for state destruction in 2024.) Aniak infrastructure choices and potential maladaptation have been driven by the territorial/federal/and state requirements and control of the runway. The city-owned sewage lagoon was constructed in 1987 near the runway on DOT/PF owned property. Due to past flood damage the lagoon system cannot be used as it was designed for and it is in danger from climate change-increased river and flood erosion. The second lagoon valve was buried during a flood in the 1990's and the single usable lagoon is operated as a raw sewage holding cell. A 2020 Village Safe Water project established that repairing the lagoon valve exceeded project funding available to Aniak. Eventually sludge in the in-use lagoon will require removal or abandonment of the lagoon and there is the expectation that riparian erosion or Kuskokwim River flooding may further compromise and damage the lagoons. All of these possibilities create a public health hazard. Upcoming renewal of DOT/PF property lease negotiations may bring up FAA concerns that the sewer lagoon is too close to the runway, as it is assumed to attract birds that are an air navigation hazard. The project requested is a feasibility study to establish available options. Can the lagoon be moved to land that is farther away from the Kuskokwim River and farther away from the airport? Are there measures that can protect the property from the river and measures that can deter birds well enough to satisfy the FAA airport regulations? In that case can the connection to the two lagoons be repaired to extend the working life of the lagoon, bypassing the sludge buildup in lagoon one by activating the unused lagoon two? Would that solution be expected to last another 35 years? How feasible is each option, and what is the cost benefit analysis? Once funding is secured, contract with Village Safe Water and/or the Alaska Native Tribal Health Consortium engineers to compile and review existing information related to the lagoon operation and conduct a field study during the summer of 2023, establish options and the cost benefit analysis by January 2024, present the options to the Aniak community by February 2024.

SIGNATURE: Diana lun

5-11-2022

#### C. Scope of Work and Schedule:

#### Task 1:7/4/22-9/4/22

Retain Village Safe Water and/or the Alaska Native Tribal Health Consortium engineers to review the original wastewater system designs and assess the capacity and expected future capacity needed of the city's wastewater lagoon and collection system as it is currently being used. To be a delivered section in final feasibility report.

#### Task 2: 7/4/22-9/4/22

Retain Village Safe Water and/or the Alaska Native Tribal Health Consortium engineers to assess the amount of sludge build-up in the working lagoon and project length of useful service left. To be a delivered section in final feasibility report.

#### Task 3: 7/4/22-9/4/22

Retain Village Safe Water and/or the Alaska Native Tribal Health Consortium engineers to assess the damaged lagoon and valves and the procedures required to repair them. Using the ACOE baseline erosion assessment assess the actual and projected riverbank erosion and erosion repair or prevention measures need to protect the lagoons. To be a delivered section in final feasibility report.

#### Task 4: 7/4/22-9/4/22

Retain Village Safe Water and/or the Alaska Native Tribal Health Consortium engineers to assess the FAA flight path regulations and outline the options for the wastewater facility to meet them or find out if there is a process to receive a waiver. To be a delivered section in final feasibility report.

#### Task 5: 10/4/22-01/4/22

Retain Village Safe Water and/or the Alaska Native Tribal Health Consortium engineers to conduct the necessary research and field studies to establish a **25-year life of system options** and cost benefit analysis report. To be a delivered feasibility report to city manager on January 2024 and present the report to the Aniak community at the February 2024 City Council meeting. The feasibility study is intended to be used by the city as decision-making tool and planning document to secure funding for addition development (design and construction) of the selected alternatives. A separate design effort will be required to provide the detail necessary for permitting and construction of the selected improvements.

#### D. Organization, Capacity, and Delivery Method

The project will be contracted out. Prior to awarding a contract the City will verify that the contractors meet all Denali Commission eligibility requirements. ANTHC and the Village Safe Water Program have all necessary organizational capacity to perform or subcontract the

required studies for delivery in a timely manner. The City of Aniak administers numerous State and Federal programs that fund the municipal government, including Revenue Sharing PILT, RUBA wastewater system, DEC approved landfill, FEMA fire safety grants, and tribal library IMLS, PLA & OWL, and grant funding programs through CDBG, Alaska Energy Authority VEEP, and ARPA. The city finance officer and city manager are current on all required program management and procurement trainings, and the Aniak City procurement ordinances were updated in 2020 to reflect federal procurement requirements.

#### E. Partnerships and Leveraged Funds

It is possible that there may be additional project funding available in the future through ANTHC and/or VSW, but none is anticipated at the time of this grant submission.

#### F. Budget/Resources

Contractors Fees: Pending tentative cost estimates from ANTHC and VSW and using comparisons to other community feasibility studies involving similar issues, we estimate that the contract costs for the scope of work for the City of Aniak Wastewater Lagoon Relocation Feasibility Study requested will be:

Contractor costs: \$105,000.

indirect rate: \$1,050.

Totals costs: \$106,050

Although the feasibility study will be performed by contractors, the City of Aniak estimates that there will be sufficient city public works staff hours required to justify requesting the deminimis indirect rate of 10 percent. There is no construction involved in this project and therefor no cost sharing is included.

#### G. Distressed and/Or Disadvantaged Communities

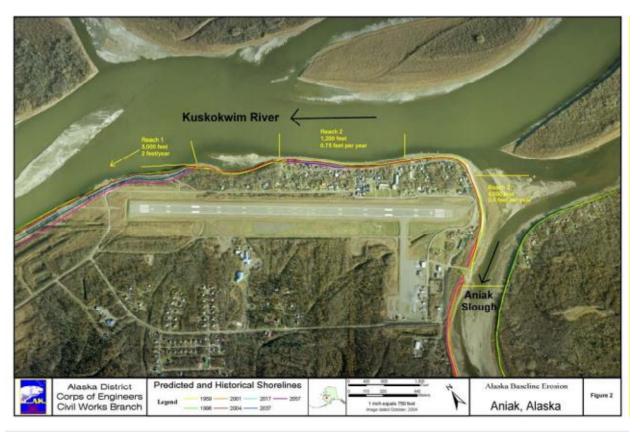
The City of Aniak is not a distressed community as defined in the Commission's 2021 Distressed Communities Report. The City of Aniak is a disadvantaged community using the Federal Council on Environmental Justice guidelines-based upon the EPA's calculation of a 99% energy burden; based upon the low median income; based upon the lack of higher education enrollments; based upon the linguistic isolation statistics; and based upon the unemployment rates.

#### **H. Environmentally Threatened Communities**

The City of Aniak Is identified in the Commission's 2019 Statewide Threat Assessment as a Group 2. This is consistent with the ACOE ranking of Aniak as 46 of 115 on their combined threat risk map and consistent with the ACOE Alaska Baseline Erosion Assessments 2009 Aniak Community Erosion Assessment projections that the riverbank 300 feet from the sewer lagoon is eroding at a rate of 2 feet per year.

#### J. Appendix

#### #1



#### **Summary**

Over the 50-year period of analysis, it is estimated that Aniak will experience approximately \$10.5 million in damages due to erosion with a net present value of \$5.0 million and an average annual value of \$259,300. These values do not consider flood damages which will likely occur as the levee system around Aniak is compromised. Table 1summarizes expected damages by category.

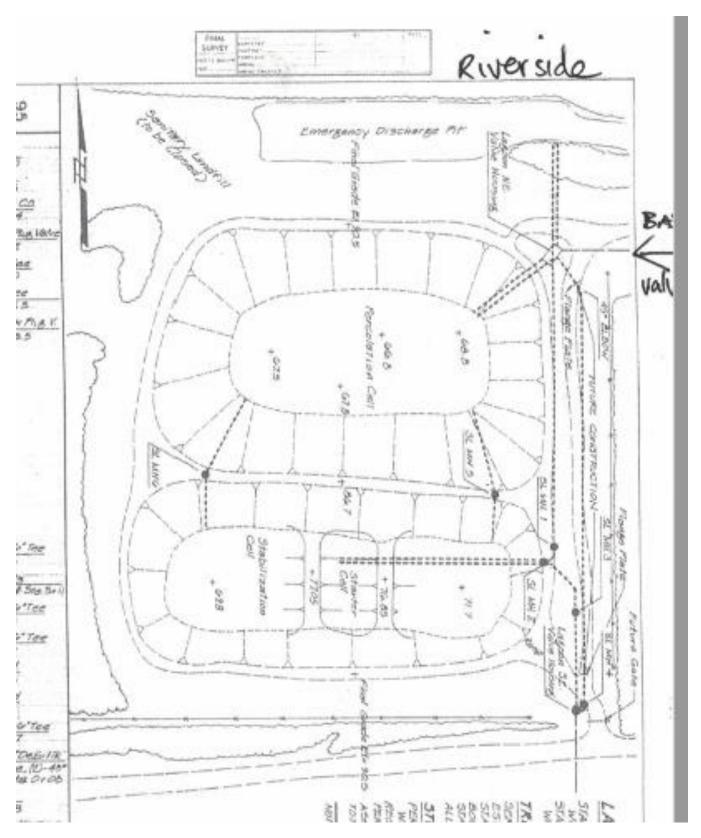
Table 1: Summary of Expected Damages by Damage Category.

Damage	Quantity	Tiı	me Span (Year	rs)	Total Damages	Net Present	Annual
Category	Quantity	0-10	11-30	31-50		Value	Average Value
Land	26.81	\$ 58,000	\$ 105,000	\$ 105,000	\$ 268,000	\$ 107,000	\$ 5,500
Residential structures	4	1,000	253,000	1,000	255,000	146,000	7,500
Infrastructure <sup>1</sup>		1,613,000	225,000	610,000	2,448,000	1,772,000	91,500
Future maintenance		1,619,000	2,944,000	2,944,000	7,507,000	2,998,000	154,800
Total damages		\$3,291,000	\$3,527,000	\$3,660,000	\$10,478,000	\$5,023,000	\$259,300

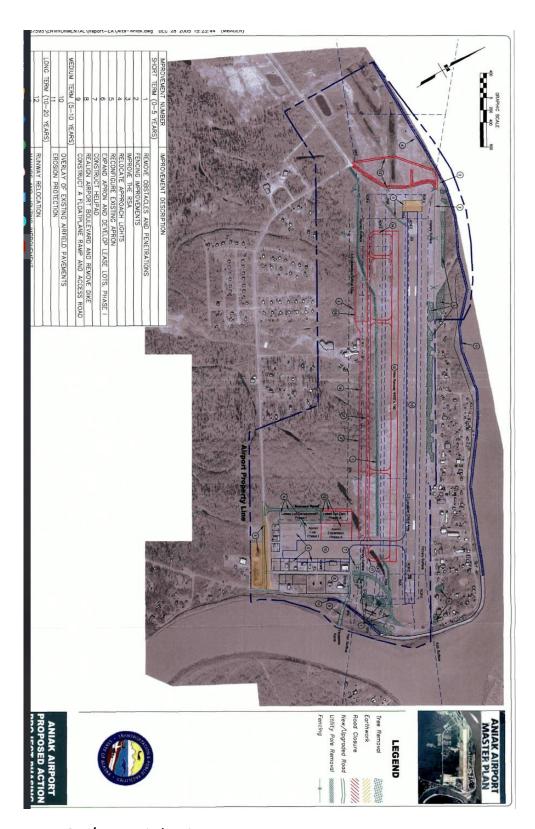
<sup>&</sup>lt;sup>1</sup> It is assumed that the State of Alaska will protect the FAA approach light as its loss could be damaging to Aniak and the surrounding communities.



#2 Aniak Sewer Lagoon



#3 Original Sewer Lagoon As-built drawing



#4 DOT/PF Aniak Airport Property

# Avoiding Maladaptations to Flooding and Erosion: A Case Study of Alaska Native Villages

E. Ristroph
Parent Category: Basic Needs
Category: Environment/Climate Change
Published: 19 August 2019

Hits: 1466

Become a Patron!

#### Abstract

Excerpted From: E. Barrett Ristroph, Avoiding Maladaptations to Flooding and Erosion: A Case Study of Alaska Native Villages, 24 Ocean and Coastal Law Journal 110 (June 2019)(107 Footnotes) (Full Document)

#### D.U.Quark

Volume 4 Issue 1 Fall 2019

Article 10

12-23-2019

# Environmental Justice Disparities in Alaska Native Communities

Elizabeth Kovacs

Follow this and additional works at: https://dsc.duq.edu/duquark -

#### Recommended Citation

Kovacs, E. (2019). Environmental Justice Disparities in Alaska Native Communities. D.U.Quark, 4 (1). Retrieved from https://dsc.duq.edu/duquark/vol4/iss1/10

This Staff Piece is brought to you for free and open access by Duquesne Scholarship Collection. It has been accepted for inclusion in D.U.Quark by an authorized editor of Duquesne Scholarship Collection.

# **#5 Subject Matter Citations**

# Memorandum of Agreement Between The Aniak City Department of Public Works and The Aniak Tribal Council To Cooperatively Implement a Joint City Roads Dust Control Project

#### **GENERAL**

The parties enter into this agreement to provide a working document for the joint application of calcium chloride product to the Aniak City Roads (hereinafter called municipal roads) including any of the municipal roads that are also included in the Aniak Traditional Council's (the Tribe's) Indian Reservation Roads (IRR) Inventory. Please see the attached IRR inventory for a complete listing.

The City and The Tribe will work cooperatively and pursue strategies that allow each entity to have their employees perform the work functions necessary to follow the calcium chlorides application procedures as outlined in the attached State of Alaska manual, with the intent being that the City will prepare the municipal roads for calcium chloride application, which will be done by the Tribe.

#### **RESPONSIBILITIES**

As a part of their usual road maintenance job duties, the City PWD will continue to be responsible for the operation and maintenance of all municipal roads, including those included in the Indian Reservation Roads (IRR) Inventory. The City PWD will be responsible for the municipal road surface maintenance and preparation (grading, watering) as required to meet the Tribe's calcium chloride application schedule.

The Tribe will be responsible for scheduling their application of calcium chloride with the City's PWD director and will keep the City PWD director informed of all phases of the projects through weekly verbal reports of the progress of the project. The Tribe will be responsible for the hiring and management of the employees they use for their application of the calcium chloride.

#### SITE CONTROL, ACCESS AND RIGHT OF WAY

The City shall continue to hold its site control, access and right of way for the existing Municipal roads.

## **INDEMNIFICATION**

The Tribe will be responsible for the management of their employees, equipment and all the associated liability and insurances, including workman's comp insurance. The Tribe will exercise all power and control over any of the resources they use to fund the Tribe's application of calcium chloride application on Aniak municipal roads.

The City of Aniak does not assume any responsibility or liability for Tribal employees, Tribal equipment, or Tribal funding. The City of Aniak PWD employees will perform

calcium chloride municipal road maintenance preparation as part of their usual road maintenance job duties.

## **NOTICE OF CLAIM**

The parties agree to immediately notify each other of any claim, demand, or lawsuit arising out of or affecting either party's occupation or use of the premises. Both parties shall fully cooperate in the investigation and litigation of any claim, demand, or lawsuit affecting the premises.

#### SEVERABILITY OF CLAUSES OF AGREEMENT

If any provision of this agreement is adjudged to be invalid, that judgment does not affect the validity of any other provision of this agreement, nor does it constitute any cause of action in favor of either party against the other.

The signed agreement signifies that the City of Aniak and Aniak Traditional Council have read and agreed to all the details, terms and conditions of this agreement.

City of Aniak	Aniak Traditional Council
Mayor	Chief
 Date	Date

#### **ORDIANCE #22-02**

#### An Amendment to Chapter 5.25.120 (B) Operation of Sewer Utility

Whereas the City of Aniak Municipal Code is the law governing the City of Aniak; and

Whereas Chapter 5.25.120 (B) provides for the collection of delinquent sewer accounts, allowing the City to file a court claim to collect; and

Whereas changing the wording of Chapter 5.25.120 (B) to include the right "to file a lien or a court claim" increases the collections options for the City while giving existing sewer account holders accurate notice of the collection measures the City may take.

#### BE IT ORDAINNED BY THE COUNCIL OF THE CITY OF ANIAK, ALASKA

Section 5.25.120 (B) shall be amended to read "If the delinquent bill is not paid within 60 days of service from the date of the notice, the City has the right to file a lien or a court claim."

Date Introduced: April 21, 2022
Date of Public Hearing: May 19, 2022
Date of Approval:
AMENDMANT PASSED AND APPROVED BY A DULY CONSTITUED QUORUM OF THE CITY COUNCIL THISDAY OF, 2022
MAYOR
ATTEST:
City Manager Diana Lehman
Dave BonannoClara MorganAnnie MorganCharlene EricNick Kameroff

#### **Ordinance #22-03**

# An Amendment to the Ordinance of the City of Aniak, Alaska Changing Chapter 2.01.090. Compensation of Council Members

Whereas the City of Aniak Municipal Code is the law governing the City of Aniak; and Whereas Chapter 2.01.090 provides changing the compensation rate of council members; and Whereas The change to Chapter 2.01.090 to read

"Compensations shall be paid for attending meetings of the council. Each member of the council may receive compensation at a rate of \$100.00 per regular meeting and \$50.00. per special meeting attendance. After the initial inclusion of the April-May 2022 amendment to Ordinance 2.01.090, the compensation rate for council members shall not be changed during their term of office."

allows for the creation of a compensation rate and allows for council compensation in the 2022 term.

#### BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ANIAK, ALASKA

Section 2.01.090 shall be amended to read "Compensations shall be paid for attending meetings of the council. Each member of the council may receive compensation at a rate of \$100.00 per regular meeting and \$50.00 per special meeting attendance. After the initial inclusion of the April-May 2022 amendment to Ordinance 2.01.090, the compensation rate for council members shall not be changed during their term of office."

Date Introduced: April 21, 2022
Date of Public Hearing: May 19, 2022
Date of Approval:
AMENDMANT PASSED AND APPROVED BY A DULY CONSTITUED QUORUM OF THE CITY COUNCIL THISDAY OF, 2022
MAYOR
ATTEST:
City Manager Diana Lehman
Dave BonannoClara Morgan Annie Morgan Charlene EricNick Kameroff