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CHAPTER 1

GENERAL PROVISIONS

Sections

1. Code cite and designation.
2. Definitions.
3. Grammatical interpretations.
4. Effects of repeal ordinances.
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6. General Penalty and Surcharge.
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9. Distribution.
10. Supplements or revisions to the Egegik City Code.
11. Ordinances included in the Egegik City Code.
12. Time ordinances take effect.
13. Corrections.

Section 1. Code cite and designations.

The ordinance in the following chapters and sections shall be called the “Code of Ordinances, City of Egegik, Alaska”.

Section 2. Definitions.

The following definitions apply to this Code and all city ordinances unless the plain meaning requires otherwise:

- CITY: The City of Egegik, Alaska, or the area within the territorial limits of the city of Egegik, Alaska.
- CLERK: The City Clerk;
- CODE: The Code of Ordinances, City of Egegik, Alaska; the Egegik City Code;
- COUNCIL: The City Council of Egegik;
- PERSONS: A corporation, company, partnership, firm, association, organizations, Business, trust, or society, as well as a natural persons;

- PUBLISH: To post a notice within the City in three locations open to the public, one of which shall be the city offices, for a period of not less than five days;
- STATE: The State of Alaska;
- VOTER: A United States citizen who is qualified to vote in State elections, has been a resident of the City of Egegik for 30 days immediately preceding the election, is registered to vote in State elections, and is not disqualified under Article V of the constitution of the State of Alaska.

Section 3. Grammatical interpretation.

The following grammatical rules shall apply in the Egegik City Code and the ordinances Of the City:

- A. Gender. Any gender includes the other genders.
- B. Singular and plural. The singular number includes the plural and the plural includes the singular.
- C. Tenses. Words used in the present tense include the past and the future Tenses and vice versa, unless manifestly inapplicable.
- D. All words and phrases shall be construed and understood according to the context and the commonly approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.
- E. "May" is permissive.
- F. "Must" and "Shall", each is mandatory.

Section 4. Effect of repeal of ordinances.

Ordinances repealed remain in force for the trial and punishment of all past violations of them, and for the recovery of penalties and forfeitures already incurred, and for the preservation of all rights and remedies existing by them and so far as they apply, to any office, trust, proceeding, right, contract, or event already affected by them.

Section 5. Severability of ordinances and parts of Code.

Any ordinance enacted before or after the adoption of this Code which lacks a severability clause shall be construed as though it contained the clause in the following language: "If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby".

Section 6. General Penalty and Surcharge.

Every act prohibited by ordinance of this City is unlawful. Unless other penalty is expressly provided by this Code for any particular provision or section, every person convicted of a violation of any provision of this Code, shall be punished by a fine of not more than three hundred dollars (\$300). Such fine shall be set at the discretion of the fining authority. Council may, at its discretion, require community service at the equivalent rate of \$5 per hour. A "violation" is a noncriminal offense punishable only by a fine, but not by imprisonment or other penalty; conviction of a violation does not give rise to any disability or legal disadvantage based on conviction of a crime; a person charged with a violation is not entitled:

- (A) to a trial by jury; or
- (B) to have a public defender or other counsel appointed at public expense to represent the person

The penalty provided by this section shall, unless any other penalty is expressly provided, apply to the amendment of any section of this Code, whether or not such penalty is re-enacted in the amendment ordinance. In addition to any fines or penalties imposed under this section or any other section of this Code, a surcharge shall be imposed as required by AS 12.55.039(a)

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Section 7. Laws of Alaska; violations.

No person shall violate any law of the State of Alaska. nor any rule or regulation adopted apply to the amendment of any section of this Code, whether or not such penalty is re-enacted in the amendment ordinance. In addition to any fines or penalties imposed under this section or any other section of this Code, a surcharge shall be imposed as required by AS 12.55.039(a)

Section 8.

All ordinances passed after the adoption of this Code which amend, repeal, or in any way affect this Code shall be numbered according to the numbering system of this Code. Repealed chapters, sections and subsections of any part thereof shall be excluded from the Code. Amendments to this Code shall be made by specific reference to the section

number of this Code in substantially the following language: "Chapter _____, Section _____ of the Code of Ordinances of the City of Egegik, Alaska, is hereby amended to read as follows:"

If a new chapter or section is to be added to this Code, substantially the following language shall be used: "The Code of Ordinances of the City of Egegik, Alaska, is hereby amended by addition of the following chapter(s) (or section(s));".

All sections, articles, chapters or provisions desired to be repealed must be specifically repealed by section, article or chapter number, as the case may be.

Section 9. Distribution

This Code with amendments shall be made available to the public for inspection on request. A reasonable fee for the cost of photocopying all or parts of this Code may be charged to anyone requesting copies provided that the copies of ordinances that provide for penalties shall be made available for distribution to the at no more than cost. Copies of this Code shall be furnished to the courts and law enforcement personnel as needed upon their request.

Section 10. Supplements or revisions to the Egegik City Code

Amendments and supplements to this Code shall be typed or printed and included within this Code within sixty (60) days after adoption by the Council.

The Egegik City Code shall be supplemented at regular intervals or if the Council deems that supplementation of the code is unnecessary, the Code shall be revised and printed every five years.

Section 11. Ordinances included in the Egegik City Code

The Council shall cause each ordinance and resolution to be printed as promptly as possible following its adoption in the following manner:

- A. Ordinances enacted by the City Council and permanent in nature shall be inserted in the Egegik City Code when properly prepared and authenticated by the City Clerk.
- B. Emergency, bond, temporary and appropriation ordinances and resolutions shall be retained in the form enacted.
- C. All titles to ordinances, and enacting and repealing clauses, all declarations of emergency, and all purpose, validity and construction clauses shall be omitted from the Code unless from their nature it may be necessary to retain some of them to preserve the full meaning and intent of the

ordinance.

Section 12. Time ordinances take effect.

An ordinance which has been approved by the Council shall be effective 24 hours after passage, unless otherwise stated in the ordinance.

Section 13. Corrections.

When in this code or any amendments or additions thereto there are any errors the correction of which does not change the meaning of any section of this code, the Council may authorize the correction of these errors by substitution of corrected pages for the incorrect pages without amendment or following ordinance procedure.

The following corrections are so authorized:

- A. Manifest errors which are clerical, or typographical in nature, or errors in spelling, or errors by way of addition or omission;
- B. changes in capitalization for the purpose of uniformity;
- C. correction of manifest errors in reference to laws;
- D. correction of mistakes in grammar;
- E. correction of citations or references to laws, statutes and ordinances whose designations have changed because of renumbering or revision of the Alaska Statutes, federal law, or this Code

CHAPTER 2
CITY INFORMATION

Sections:

1. Name of City and form of government.
2. City limits and history.

Section 1. Name of City and form of government.

The City of Egegik shall continue as a municipal corporation and political subdivision of The State of Alaska under the Name "City of Egegik, Alaska".

The government of the City shall be that commonly known and designated as the Council-Mayor form of government.

Section 2. City limits and history.

The boundaries of the City are:

Beginning at the northwest corner of the southeast one-quarter of protracted Section 30, T21S, R50W, Seward Meridian (S.M.);

thence meandering west to the intersection with the boundary of the Territorial Sea;

thence meandering southerly along the boundary of the Territorial Sea to the intersection with a line extending west from the southeast corner of the northeast one-quarter of protracted Section 25, T23S, R51W, S.M.;

thence east to the southeast corner of the northeast one-quarter of protracted Section 25, T23S, R50W, S.M.;

thence north to northeast corner of protracted Section 24, T23S, R50W, S.M.;

thence east to the southeast corner of the southwest one-quarter of protracted Section 17, T23S, R49W, S.M.;

thence north to the northwest corner of the northwest one-quarter of protracted Section 17, T23S, R49W, S.M.;

thence east to the southeast corner of protracted Section 10, T23S, R49W, S.M.;

thence north to the northeast corner protracted Section 34, T22S, R49W, S.M.;

thence west to the northeast corner of protracted Section 32, T22S, R49W, S.M.;

thence continuing west 2,640 feet to a point in the King Salmon River, said point being where the northwest corner of the northeast one-quarter of protracted Section 23, T2S, R49W, S.M. would be located if it were not submerged land;

thence north 2,640 feet to a point in the King Salmon River, said point being where the northeast corner of the southwest one-quarter of protracted Section 29, T22S, R49W, S.M. would be located if not submerged land;

thence west to the northwest corner of the southwest one-quarter of protracted Section 28, T22S, R50W, S.M.;

thence north to the northeast corner of protracted Section 20 T22S, R50W, S.M.;

thence west to the northwest corner of protracted Section 20 T22S, R50W, A.M.;

thence north to the northeast corner of the southeast one-quarter of protracted Section 30, T21S, R50W, S.M.; the point of beginning, containing 135 square miles more or less, all in the Kvichak Recording District, Third Judicial District, State of Alaska.

The boundaries of the City as above described were the effective city limits as of incorporation of the City of Egegik as a second class city on the 14th day of April, 1995.

The Certificate of Incorporation is recorded in Book 00027, pages 0721 and 0722, at the Kvichak Recording District in Anchorage, Alaska. This certificate was recorded on the 20th day of April, 1995

CHAPTER 3

ORDINANCES; RESOLUTIONS; REGULATIONS

Sections:

1. Acts of the Council.
2. Acts required to be by ordinance.
3. Ordinance procedure.
4. Ordinance form and content.
5. Amendments to code: effect of new ordinances; amendatory language.
6. Supplements or revisions to the Egegik City Code.
7. Emergency ordinances.
8. Ordinances confined to single subject.
9. Requirements for passage.
10. Signature.
11. Ordinance File.
12. Repeal shall not revise any ordinance.
13. Formal acts by resolution.
14. Procedures for resolutions.
15. Requirements for passage of resolutions.
16. Rules and regulations.
17. Codes of regulations.

Section 1. Acts of the Council.

The Council shall act only by ordinance, resolution, or motion. Law of a general, uniform, and permanent nature shall be reduced to ordinance. When the Council expresses opinions, principles, facts, or propositions, it shall be in the form of a resolution.

Section 2. Acts required to be by ordinance.

In addition to other actions which the Alaska Statutes require to be by ordinance, the Council shall use ordinances to:

- A. Establish, alter, or abolish city departments;
- B. amend or repeal an existing ordinance;
- C. fix the compensation of members of the council;
- D. provide for the sale of city property;
- E. provide for a fine or other penalty, or establish rules or regulations for violation of which a fine or other penalty is imposed;

- F. provide for the levying of taxes;
- G. make appropriations, including supplemental appropriations or transfer of appropriations;
- H. grant, renew, or extend a franchise;
- I. adopt, modify, or repeal the comprehensive plan, land use and subdivision regulations, building and housing codes, and the official map;
- J. approve the transfer of a power to a first or second class borough;
- K. provide for the retention or sale of tax-foreclosed property;
- L. regulate the rate charged by a public utility;
- M. exempt contractors from compliance with general requirements relating to payment and or performance bonds in the construction or repair of municipal public works projects within the limitations set out in A.S. 36.25.025

Section 3. Ordinance procedure.

A proposed ordinance is introduced in writing by the Mayor or other Council member, or by a committee of Council members, at any lawful council meeting.

After the ordinance is introduced, the council shall vote on whether to set the time and date for a public hearing on the ordinance. If there are at least four votes in favor of the setting a public hearing, the draft ordinance shall be assigned a reference number by the Mayor and the Council shall publish a summary of the proposed ordinance and notice setting out the time and place for the public hearing on the proposed ordinance. The public hearing on the proposed ordinance shall follow the date the notice was published by at least five days. The public hearing may be held at any lawful council meeting.

At the public hearing, copies of the proposed ordinance shall be given to all persons present who request them of the proposed ordinance shall be read in full. During the public hearing the Council shall hear all interested persons wishing to be heard. After the hearing, the Council shall consider the proposed ordinance and may adopt it with or without amendment. The council shall type or print and make available copies of the adopted ordinance. If a proposed ordinance is amended by the Council after the public hearing, and the amendments are so substantial that they change the ordinance's basic character, the proposed ordinance shall be treated as a newly-introduced proposed ordinance.

Section 4. Ordinance form and content.

All ordinances enacted by the Council shall be in substantially the following form;

- A. The heading: "City of Egegik, Alaska";

- B. the “Ordinance Number”;
- C. the title, which summarizes the ordinance’s provisions and includes any penalties imposed;
- D. The enacting clause which shall read:
“BE IT ENACTED BY THE COUNCIL OF THE CITY OF EGEGIK,
ALASKA:”;
- E. the provisions of the ordinance;
- F. the dates of introduction, first reading, and public hearing;
- G. the date of adoption;
- H. space for the signature of the Mayor, and
- I. space for the Clerk’s signature attesting to the signature of the Mayor.

The form appearing at the end of this chapter illustrates the form set out in this section and is suggested for use by Council members.

Section 5. Amendments to Code; effective of new ordinances; amendatory language.

All ordinances passed subsequent to this Code which amend, repeal or in any way affect this Code, shall be numbered according to the numbering system of this Code and be printed for inclusion herein. In the case of chapters, sections and subsections or any part thereof repealed by subsequent ordinances, such repealed portions shall be excluded for the Code by omission from the reprinted page affected thereby.

Amendments to any of the provisions of this Code shall be made by specific reference to the section number of this Code in substantially the following language: “Chapter____, Section ___ of the Code of Ordinances of the City of Egegik, Alaska is hereby amended to read as follows;”. The new chapter or section shall then be set out in full with language to be deleted placed in brackets, and language to be added underlined. After passage of the amending ordinance, the new chapter or section will be written to reflect the changes, and inserted into the code in its proper place.

If a new Chapter or Section not heretofore existing in the Code is to be added the following language shall be used: “The Code of Ordinances of the City of Egegik, Alaska is hereby amended by addition of a chapter or section, to be numbered____, which chapter or section reads as follows:”. The new chapter or section shall then be set out in full as desired

All sections, articles, chapters or provisions desired to be repealed must be specifically repealed by section, article or chapter number, as the case may be.

A file of all repealed, amended or failed ordinances will be kept, as well as a file of the Repealing or amending ordinances.

Section 6. Supplements or revisions to the Egegik City Code.

The Egegik City Code shall be supplemented at regular intervals or if the Council deems that supplementation of the Code is necessary, the code shall be revised and printed every five years.

Section 7. Emergency ordinances.

To meet public emergencies the council may adopt emergency ordinances effective on adoption. Each emergency ordinance shall contain a finding by the Council that an emergency exists and a statement of the facts upon which the finding is based. The ordinance may be adopted, amended and adopted, or rejected at the meeting at which it is introduced. The affirmative vote of all members present or the required for adoption. The Council must type or print and make available copies of adopted emergency ordinances.

An emergency ordinance may not be used to levy taxes; to grant, renew, or extend a Franchise; or to regulate the rate charged by a public utility for its services. An emergency ordinance is effective for 60 days.

Section 8. Ordinances confined to single subject.

Every ordinance shall be confined to one subject unless it is an appropriation ordinance or one codifying, revising, or rearranging existing ordinances. Ordinances for appropriations shall be confined to appropriations. The subject of each ordinance shall be expressed in the title.

Section 9. Requirements for passage.

Four affirmative votes are required for the passage of an ordinance. The final vote on an ordinance is a recorded roll call vote.

If the ordinance is submitted at a city election when State law requires, then after the election favoring the ordinance has been certified by the council, the ordinance may be adopted.

Section 10. Signature.

Each ordinance shall be signed by the Mayor upon its adoption and attested by the Clerk.

Section 11. Ordinance File.

The City Clerk shall keep separate permanent files for ordinances that are available for public inspection. These files shall contain all introduced, passed, failed and repealed ordinances.

Section 12. Repeal shall not revive any ordinance.

The repeal of an ordinance shall not repeal the enacting clause of such ordinance or revive any ordinance which has been repealed.

Section 13. Formal acts by resolution.

Formal acts by the Council not required by law to be enacted by ordinance and not being acts of a general and permanent nature may be adopted by resolution. A resolution shall have:

- A. The heading “City of Egegik, Alaska”;
- B. space for a number to be assigned “Resolution No. ____”;
- C. a short and concise title descriptive of the resolution’s subject and purpose;
- D. Short premises or WHEREAS clause descriptive of the reasons for the resolution, if necessary;
- E. the resolving clause “Be it Resolved”;
- F. the date of adoption;
- G. space for the signature of the Mayor, and
- H. Space for the Clerk’s signature attesting to the signature of the Mayor.

All resolutions adopted by the Council whether at the request of a third party or on motion of the Council shall conform to the requirements set forth in this section. Resolutions shall not be included in the Code, but shall be kept in a separate permanent file by the City Clerk and shall be available for public inspection.

The form appearing at the end of this chapter illustrates the form set out and is suggested for use by the Council members.

Section 14. Procedures for resolutions.

Every resolution shall be introduced in writing and shall be read aloud before any vote for passage is taken.

On any vote to pass a resolution, all interested persons shall be given an opportunity to be heard. After such hearing, the Council may pass such resolution with or without amendments.

After adoption, every resolution shall be posted in full on the city bulletin board and in such other places as the Council may direct. Every resolution, unless it shall specify a later date, shall become effective upon adoption. If the resolution is submitted at a city election when State law requires, then after the election favoring the resolution been certified by the Council, the resolution may be adopted.

Section 15. Requirements for passage of resolutions.

Resolutions shall be passed by a majority vote of a duly constituted quorum of Council Members. The vote shall be a voice vote.

Section 16. Rules and Regulations.

Any rule or regulation made by an administrative officer or board or commission shall be posted for ten (10) days in three public places following is approval by the Council.

Section 17. Codes of regulations.

The Council may in a single ordinance adopt or amend reference provisions of a standard published code of regulations. The regular ordinance procedure applies except that neither the code or regulations nor its amendments need be distributed to the public or read in full at the hearings. For a period of 15 days before adoption of an ordinance under this section at least five copies of the code of regulations shall be made available for public inspection at a time and place set out in the hearing notice. Only the adoption ordinance need be printed after adoption. The Council shall provide for an adopted code of regulations to be made available to the public at no more than cost.

CITY OF EGEGIK, ALASKA

ORDINANCE NO.

AN ORDINANCE

BE IT ENACTED BY THE EGEGIK CITY COUNCIL AS FOLLOWS:

Sections:

- 1.
- 2.
- 3.

Section 1.

Section 2.

Section 3.

DATE INTRODUCED: _____

FIRST READING: _____

PUBLIC HEARING: _____

PASSED and APPROVED by the EGEGIK CITY COUNCIL this ____ day of _____,
19 ____.

Mayor

ATTEST:

City Clerk

CITY OF EGEGIK, ALASKA

RESOLUTION NO.

WHEREAS, _____ ; and

WHEREAS, _____ ; and

NOW THEREFORE BE IT RESOLVED:

PASSED and APPROVED by the EGEGIK CITY COUNCIL this _____ day of _____, 19____.

Mayor

ATTEST:

City Clerk

Chapter 4

Public Records

Sections:

1. Definitions.
2. Ownership and custody of records;
3. Duties of city clerk.
4. Public records; Inspection and copy.
5. Confidential records.
6. Retention and disposal.

Section 1. Definitions.

As used in this chapter, “record” means any document, record, paper, letter, file, book, account, photograph, microfilm, microfiche, map, drawing, chart, card, magnetic media or computer print-out, or other document of any material, regardless of physical form or characteristic, created or acquired under law or in connection with the transaction of official business and preserved or appropriate for preservation by the City, as evidence of the organization, function, policies, decisions, procedures, operation, or other activities of the City or because of the information value in them. “Record” does not include extra copies of documents made or preserved solely for convenience of reference, or for public distribution.

Section 2. Ownership and custody of records.

- A. All records shall be and remain city property. Records shall be delivered by outgoing officials and employees to their successors and shall be preserved, stored, transferred, destroyed, and otherwise managed, only in accordance with the provisions of this chapter or as otherwise provided by law.
- B. City records, or copies of city records which have been certified by the clerk, shall be prima facie evidence of their contents.

Section 3. Duties of City Clerk.

The clerk shall be responsible for the administration of maintenance of the public records. The Clerk shall:

- A. Compile and maintain an inventory of the public records, including those in the custody of other city officials and employees, those which have been placed in storage or destroyed, and those which are confidential;
- B. Establish and maintain a system for filing and retrieval of records, including procedures for keeping track of, retrieving, and refiling records which are temporarily removed from the permanent files for use by the clerk, other city officials or employees, or members of the public;

- C. develop a general schedule for the relocation of inactive records to a centralized location for storage, recording or duplication, or to the Alaska Department of Community and Regional Affairs as provided by A.S. 40.21.090, and for the destruction of records pursuant to Section 6, while protecting the confidentiality of those records which are not open to public inspection pursuant to Section 5;
- D. establish and maintain a system to allow inspection and copying of public records by members of the public, while maintaining the confidentiality of those records which are not open to inspection pursuant to Section 5, and
- E. Secure and maintains at least one copy of the Alaska Statutes and make them available for public inspection.

Section 4. Public records; inspection and copying.

- A. Except as provided in Section 5, city records are public records.
 - a. Public records are open to inspection by the public during the Clerk's regular office hours, subject to reasonable rules relating to time, place, and manner of inspection, to be established by the Clerk. The Clerk shall give on request and payment of costs a copy or certified copies of portions of the public record.

Section 5. Confidential records.

- A. Except as otherwise provided by law, confidential records shall not be made available to the public or to any city officer, official or employee whose duties do not require access to records in question.
- B. The following city records are confidential:
 1. records of vital statistic and adoption proceedings, which shall be treated in the manner required by A.S. 18.50;
 2. records pertaining to juveniles;
 3. medical and related public health records;
 4. personnel records, except as provided in Chapter 75.
 5. other records required by federal or state law or regulation or by ordinance to be kept confidential

Section 6. Retention and disposal.

- A. All city records shall be retained until the Council, in writing, authorizes their disposal.
 - a. The Clerk Shall propose and the Council shall by resolution or ordinance approve a records retention and disposal schedule dictating how long various categories of routine records shall be kept before they no longer have legal, administrative, or

historical value and may be destroyed by the Clerk. The Clerk may dispose of routine records pursuant to the retention Schedule.

- b. The Clerk shall periodically review the city records, including inactive documents in storage, to determine whether he or she considers any to be without legal, administrative or historical value. When the Clerk identifies such records, he or she may propose to the Council that such records be destroyed. The Clerk's proposal to the Council shall include lists of these records sufficiently detailed to identify the records and to permit the council to determine whether the records retain any legal, administrative, or historical value , and shall also include the proposed means of disposal. If the Council finds that certain records so identified by the Clerk are without legal, administrative, or historical value, it may be disposed of. With such authorization, the Clerk may dispose of the specified records in the manner approved by the Council.
- B. The Clerk shall file a descriptive list of records disposed of and a record of the disposal itself. The Clerk shall provides copies of these documents to the Council.

Title II.

ADMINISTRATION

Chapter	5.	City Council
	6.	Mayor
	7.	Council Meetings
	8.	Council Procedures
	9.	City Clerk
	10.	(Reserved)
	11.	City Attorney
	12.	City Treasurer
	13	(Reserved)

CHAPTER 5

CITY COUNCIL

Sections:

1. City Council; composition.
2. Qualification of Council members.
3. Election of Council members; terms.
4. Oath of office
5. Compensation of Council members.
6. Conflicts of Interest.
7. Vacancies.
8. Recall.
9. Filling a vacancy.
10. Council Members Working for the City.

Section 1. City Council; composition.

The Council shall consist of seven members elected by the voters at large.

Section 2. Qualifications of Council members.

Council members shall be qualified city voters. Candidates for Council shall reside in the city for three years preceding the date of election.

Council seats are designated and terms expire as follows:

- Seat A – term expires in 1997, then, 2000, 2003, etc.
- Seat B – term expires in 1996, then, 1999, 2002, etc.
- Seat C – term expires in 1997, then, 2000, 2003, etc.
- Seat D – term expires in 1996, then 1999, 2002, etc.
- Seat E – term expires in 1198, then, 2001, 2004, etc.
- Seat F – term expires in 1198, then, 2001, 2004, etc.
- Seat G – term expires in 1997, then, 2000, 2003, etc.

A Council member who ceases to be a voter in the City immediately forfeits office.

Section 3. Election of Council members; terms

An election shall be held annually on the first Tuesday in October to choose Council members for staggered three terms and until successors are elected and have qualified, and to decide such other questions or propositions as may require a vote of the people and are placed on the ballot. Council members' terms of office begin on the first Monday following certification of the election.

Section 4. Oath of office.

All officers whether elected or appointed before entering upon the duties of the office shall affirm in writing the following oath or affirmation:

"I, _____, so solemnly (or affirm) that I will support the Constitution and laws of the United States and the State of Alaska, and the laws and ordinances of the City of Egegik, Alaska, and that I will honestly, faithfully and impartially discharge by duties as ___ to the best of my ability.

The oath is filed with the City Clerk.

Section 5. Compensation of Council Members.

Council members shall not be paid for serving on the Council. Per diem payments or reimbursements for expenses are not compensation under this section.

Section 6. Conflicts of Interest.

- A. If a Council member has a substantial financial interest in an official action, the Council member shall declare that interest and ask to be excused from a vote on the matter.
- B. A Council member shall not for any procurement in which he or she has a substantial financial interest do any of the following:
 - 1. Participate in the planning of terms leading to that Procurement;
 - 2. Participate in the developing of terms or specifications of any request for bids or proposals, including the length of any contract to be awarded; or
 - 3. Lobby other Council members or City officials with regard to the terms and specifications of any procurement.
- C. Nothing in this section prohibits a Council member from participating in decision making solely on the question of whether the City should render a particular service to the public.

- D. In instances where a Council member has participated in an activity noted in subsection B above and an entity in which the Council member has a substantial financial interest submits a bid on that procurement, the Council shall reject that entity's bid proposal, except as provide in Subsection E.
- E. The Council may, upon the vote of a disinterested majority of the entire Council, waive the disqualification of a bid or proposal under Subsection F, if;
 - 1. It finds that the Council member acted in good faith;
 - 2. No bid award has yet been made; and,
 - 3. It finds that the best interest of the public would be served.

Section 7. Vacancies.

An elected city office is vacated under the following conditions. The Council shall declare an elective office, other than the office of Mayor, vacant when the person elected:

- A. Fails to qualify or take office within thirty days after his election or appointment;
- B. is physically absent from the City for ninety consecutive day unless excused by the Council;
- C. resigns and his resignation is accepted;
- D. is physically or mentally unable to perform the duties of his office as Determined by two-thirds vote of the Council;
- E. is convicted of a felony or an offense involving a violation of the oath of office;
- F. of convicted of a felony or misdemeanor described in A. s. 15.56 and two-thirds of the members of the Council concur in expelling the person elected;
- G. is convicted of a violation of A. S. 15.13;
- H. no longer physically resides in the City and the Council by two-thirds vote declares the seat vacant; or
- I. if a member of the Council, misses three consecutive regular meetings and is not excused.

Section 8. Recall.

- A. An official who is elected or appointed to an elective city office may be recalled by the votes after the official has served the first 120 days of the term for which elected or appointed.

- B. Grounds for recall are misconduct in office, incompetence or failure to perform prescribed duties;
- C. Procedures to be followed for are call petition and election are those set out in Chapter 26 of Title 29.
- D. If a Council member is recalled that office is filled in accordance with this Chapter. If all members of the Council are recalled, the governor shall appoint three qualified persons to the Council. The appointers shall appoint additional members to fill remaining vacancies. A person appointed to the Council serves until a successor is elected and takes office.
- E. If an official other than a member of the City Council is recalled, a successor shall be elected to fill the unexpired portion of the term. The election shall be held no more than 60 days after the date the recall election is certified, except that if a regular election occurs within 75 days after certification the successor shall be chosen at that election. Nominations for a successor may be filed until seven days before the last date on which a first notice of the election must be given. Nominations may not be filed before the certification of the recall election.

Section 9. Filling a vacancy.

If a vacancy occurs in the City Council, the remaining members shall, within 30 days, appoint a qualified person to fill the vacancy. If less than 30 days remain in a term, a vacancy may not be filled. Notwithstanding the less 30 days remaining in a term provision, if the membership of the Council is reduced to fewer than the number required to constitute a quorum, the remaining members shall within seven days, appoint a number of qualified persons to constitute a quorum. A person appointed under this section serves until the next regular election, when a successor shall be elected to serve the balance of the term.

Section 10. Council Members Working for the City.

- A. Members of the city council, including the mayor, may be employed by the City in a paid position if the following conditions are met.
 - (1) Notice of a vacancy for the position has been posted for at least five business days at the City office. The notice must state the date by which applications for the position must be received by the City.
 - (2) The mayor has evaluated all applications received and has determined that the best qualified applicant is the member of the city council who applied for the position.
 - (3) The mayor recommends to the council that the mayor be authorized to employ the council member to fill the vacant position and provides copies of all applications for the position to the council.

- (4) After having had an opportunity to review the applications, the council adopts a resolution authorizing the mayor to employ the council member.

- B. A council member who is recommended to be employed or who is employed by the City has a conflict of interest on any matter that comes before the city council that deals solely with hiring of the council member, with the salary or other compensation or benefits of the position or with other matters that solely and directly affect the financial or similar benefits received or to be received by the council member as an employee of the City. If the matter before the council affects all employees in substantially the same manner, there is not a conflict of interest that prevents the council member for voting on such a matter.

- C. If the mayor applies for a position with duties that are clearly outside the duties of the chief executive officer and administrator of the City, the employment of the mayor is subject to the provisions of subsection A above; provided the mayor shall forward to the city council all applications for the position without recommending any applicant, but shall provide a resolution authorizing the City to employ the mayor for the position. If the council adopts the resolution, the mayor shall be employed by the City in the position authorized under the resolution. If the council fails to adopt the resolution at the meeting at which presented, the mayor may not be employed by the City in the position and the mayor shall then proceed to select the best qualified candidate from among the other applicants for the position or may take such other action as may be appropriate to fill the position. The council has no authority to select an applicant other than the mayor for the position and may not direct the mayor to employ any particular applicant for the position.

- D. The mayor is authorized by the council to be employed by the City, the salary and other benefits for the positions shall be established during the budget process or by such other means as the council finds appropriate. The council may review on a regular basis or at any time the performance of the mayor in the position authorized by the council. At such time, the council may authorize the payment of a bonus or an upward or downward adjustment of the salary or other compensation paid for the performance of the duties of the position. The council, by the adoption of a resolution, and in its absolute discretion, may terminate the employment of the mayor from the position authorized at any time the person is the mayor, but may not terminate the person if the person is not at the time the mayor.

Codified 5/21/13 Attested: LG

CHAPTER 6

MAYOR

Sections:

1. Election and term of Mayor.
2. Duties of Mayor.
3. Vice Mayor; presiding officer pro tem.
4. Compensation of Mayor.
5. Oath of office.
6. Vacancy in the office of Mayor
7. Mayor is ex-officio officer.

Section 1. Election and term of Mayor.

The Mayor is elected by and from the Council, and serves until a successor is elected and has qualified. The Council shall meet on the first Monday after certification of the regular election and elect a Mayor who takes office immediately. The Mayor serves a one year term and may serve as Mayor only while a member of the Council.

Section 2. Duties of Mayor.

The executive power in the City is vested in the Mayor. The Mayor is the chief executive Officer and chief administrator of the City and has all the powers enumerating in AS 29.20.250(a) and AS 29.20.500. The Mayor presides at City Council meetings and as a Council member shall vote on all matters. The Mayor does not have the power to veto. The Mayor may hire a city administrator, and other necessary administrative assistants and may authorize the city administrator to appoint, suspend or remove subordinates in conformance with the City's personnel ordinance. As chief administrator for the Mayor shall:

- A. Appoint, suspend or remove city employees and administrative officials as provided in the City's personnel ordinances;
- B. supervise the enforcement of city law and carry out the directives of the Council;
- C. prepare and submit an annual budget and capital improvement program for consideration by the Council, and execute the budget and capital improvement program adopted;
- D. make monthly financial reports and other reports on city finances and operations as required by the Council;
- E. exercise custody over all real and personal property of the City;
- F. serve as personnel officer, unless the Council authorizes the Mayor to

appoint a personnel officer;

- G. perform such other duties, as required by law or ordinance or lawfully prescribed by the Council.

The Mayor may delegate and of the above describe powers to the city administrator. The city administrator act under the sole supervision of the Mayor, is subordinate to and serves at the pleasure of the Mayor, and acts only by authority delegated to him or her by the Mayor.

Codified 5/21/13 Attested: LG

Section 3. Vice-mayor; presiding office pro tem.

A Vice Mayor is elected by and from the Council for a term of one year and until a successor is elected and has qualified. The Vice Mayor shall be elected and take office immediately at the council meeting held on the first Monday after certification of the regular election.

Section 4. Compensation of Mayor.

The Mayor of the City shall receive no monetary compensation.

Section 5. Oath of office.

The Mayor before entering the duties of office shall affirm in writing an oath of office as provided for Council members in Chapter 5, Section 4 of this Code.

The oath is filed with the Clerk.

Section 6. Vacancy in the office of Mayor.

- A. The Council shall, by two thirds concurring vote, declare the office of Mayor vacant only when the person elected:
 - 1. fails to qualify or take office within 30 days after election or appointment;
 - 2. unless excused by the Council, is physically absent from the City for 90 consecutive days;
 - 3. resigns and the resignation is accepted;
 - 4. is physically or mentally unable to perform the duties of office;
 - 5. is convicted of a felony or of an offence involving a violation of the oath of office;
 - 6. is convicted of a felony or misdemeanor described in A.S. 15.56;
 - 7. is convicted of a violation of A.S. 15.13;
 - 8. no longer physically resides in the City; or
 - 9. misses three consecutive regular council meetings and is not Excused;

- B. A vacancy in the office of mayor shall be filled by and from the Council.
A Mayor may appointed under this subsection serves the balance of the term to
Which appointed, except the Mayor may only serve while a member of the
Council.
- C. Recall provisions of Section 8, Chapter 5 of this Code apply to the office
of Mayor.

Section 7. **Mayor is ex-officio office.**

The Mayor is an ex-officio member of every committee or department organized or functioning under this Code.

CHAPTER 7

COUNCIL MEETINGS

Sections:

1. Meetings public.
2. Quorum.
3. Regular council meetings.
4. Special meetings
5. Notice.
6. Executive Session.

Section 1. Meetings public.

Meetings of all city bodies shall be public. The Council shall provide reasonable opportunity for the public to be heard at regular and special meetings.

Section 2. Quorum.

Four Council members constitute a quorum. A member disqualified by law from voting on a question may be considered present for purposes of constituting a quorum. In the absence of a quorum any number of members may recess or adjourn the meeting to a later date.

Section 3. Regular council meetings.

All regular meetings of the council shall be held on the third Tuesday of each month. The usual place of council meetings shall be at the Egegik community Center provided, however, that in the event of any condition which renders the meeting place unfit to conduct any regular meeting of the Council, the meeting may be moved.

Section 4. Special meetings.

Special meetings of the Council are those meetings which are called by the presiding officer or one-third of the members of the Council for a time different than that fixed for the regular city council meetings. The location of all special meetings shall be the same as that authorized for regular meetings.

At least 24 hours oral or written notice must be given a majority of Council members and reasonable efforts made to notify all members. A special meeting may be conducted with less than twenty four (24) hours notice if all Council members are present or if absent members have waived in writing the required notice. Waiver of notice can be made before or after the special meeting is held. A waiver of notice shall be made a part of the journal or the meeting.

Section 5. Notice.

For the purpose of giving notice of meetings, reasonable public notice is given if a Statement containing the date, time and place of meeting is posted not less than Seventy-two (72) hours before the time of the meeting in at least three public places. Notwithstanding the preceding as much notice as is practicable shall be given. In the case of a special meeting where twenty-four (24) hours or less notice is given Council members, public notice shall be posted at the same time as notice is given Council members.

Section 6. Executive session.

All meetings of the Council are public meetings. However in cases where excepted subjects are to be discussed at a council meeting the Council may consider holding an executive session. The meeting must first be convened as a public meeting and the question of holding an executive session to discuss matters that are expected subjects shall be determined by a majority vote of the Council. **This vote shall be a recorded roll call vote.** If the vote to hold an executive session is affirmative the public will be asked to leave the meeting hall until the executive session is concluded or the Council shall withdraw to a private area of the hall to hold the executive session. The public shall be given notice of the expected subject to be discussed, the amount of time the Council expects to spend in executive session and the expected time of reconvening of the public meeting. No subjects may be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. No action may be taken at the executive session. Upon conclusion of the executive session the public meeting will be reconvened. During the public meeting action may be taken on the excepted subjects discussed at the executive session. Excepted subjects which may be discussed at an executive session are:

- A. matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government unit;
- B. subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion; and
- C. matters which by law, municipal charter, or ordinance are required to be confidential.

CHAPTER 8

COUNCIL PROCEDURES

Sections:

1. Mayor; the presiding officer at council meetings.
2. Meetings; order of business.
3. Minutes.
4. Council rules; speaking; rules of conduct.
5. Motions; seconded required.
6. Motions; disposition; withdrawal.
7. Motions; reduction to writing.
8. Motions; rescinding vote.
9. Voting; quorum.
10. Duties of the Clerk at council meetings.

Section 1. Mayor; the presiding officer at council meetings.

The Mayor shall preside at all meetings of the Council, he shall preserve order among the Council members, and is responsible for conduct of all meetings according to the rules of the Council. He may at any time make such rules as he considers proper to preserve order among the attending public in the city council room during sessions of the Council. The Vice Mayor shall preside in the absences of the Mayor.

In the temporary absence or disability of the Mayor and Vice Mayor, any member of the City Council may call the council to order at any duly called meeting to a presiding officer pro tem from among its number. The presiding officer pro tem shall exercise all powers of Mayor and may also vote.

Section 2. Meetings; order of business.

At every regular meeting of the City Council the order of business shall be as follows:

- A. Call to order.
- B. Roll call.
- C. Approval of Agenda.
- D. Approval of Minutes.
- E. Public Hearings.
- F. Communications and Appearances.
- G. Ordinances and Resolutions.

- H. Unfinished Business.
- I. New Business.
- J. Informational Items
- K. Time and Place of Next Meeting.
- L. Citizen Comments.
- M. Council Comments
- N. Mayor's Comments.
- O. Executive Session.
- P. Adjournment.

Section 3. Minutes.

Minutes of all regular and special meetings shall be taken. All minutes shall be kept in the journal of the proceedings of the Council. The minutes are public records and are to be made available to anyone upon request. The cost of copying may be charged. Minutes shall be posted, as soon as type written, at a public place.

Section 4. Council rules: speaking: rules of conduct.

A Council member about to speak shall respectfully address the Mayor or the presiding officer, and shall not commence to speak until recognized by the Mayor or the presiding officer, When two or more members request to speak at the same time, the Mayor or presiding officer shall determine which one is recognized.

Every member while speaking shall confine himself to the subject under debate, and shall Not refer to any other member of the Council in a respectful manner.

Section 5. Motions: second required.

All motions shall require a second, unless otherwise provided by special rule.

Section 6. Motions; disposition; withdrawal.

After a motion is seconded and stated or read by the Mayor or presiding officer, it shall be considered to be in the possession of the Council and shall be disposed of by vote, but the Council member making the motion may withdraw it at any time before the vote, if the second agrees.

Section 7. Motions; reduction to writing.

Any motion must be put in writing if the Mayor or presiding officer requires or if any Council members demands.

Section 8. Motion; rescinding vote.

Any matter voted on and passed may be changed or rescinded by vote of the majority of the Council.

Section 9. Voting; quorum.

Four Council members constitute a quorum. Four affirmative votes are required for passage of an ordinance; a majority vote for passage of a resolution or motion.

All Council members present shall vote on every question, unless required to abstain from voting on a question be law. The final vote on each ordinance, resolution, or substantive motion shall be recorded "yes" or "no", except that if the vote is unanimous it may be so recorded. The Mayor or presiding officer shall declare the results of all votes.

Section 10. Duties of the Clerk at council meetings.

The City Clerk shall give notice of city council meetings, shall attend all meetings of the Council and keep the journal of its proceedings, shall authenticate by his/her signature and record in full in a book or file kept for that purpose all ordinances and resolutions duly indexed and open to public inspection. In case of temporary absence of the City Clerk the City Council may appoint a temporary clerk, with all the powers, duties and obligations of the City Clerk.

CHAPTER 9**CITY CLERK****Sections:**

1. Appointment; term.
2. City Clerk.
3. Additional duties of the Clerk.
4. Acting clerk.
5. Clerk's pay.

Section 1. Appointment; term.

The City Clerk shall be appointed by the Council. He/she shall hold office at the pleasure of the Council.

Section 2. City Clerk.

The City Clerk shall:

- A. Give notice of the time and place of council meetings to the Council and to the public;
- B. attend council meetings and keep the journal;
- C. arrange publication of notices, ordinances and resolutions;
- D. maintain and make available for public inspection an indexed file containing city ordinances, resolutions, rules, regulations and codes;
- E. attest deeds and other documents; and
- F. perform other duties specified in the Alaska Statutes or prescribed in this Code or by the Mayor or by the Council.

The Council may combine the office of Clerk with that of the Treasurer.

Section 3. Additional duties of the clerk.

- A. The City Clerk shall record and certify all actions on the Council;
- B. shall have the power to administer all oaths required by law;
- C. shall be custodian of the city seal and the official records of the city;

- D. shall give to the proper officials ample notice of the expiration or termination of any terms of office and when necessary, the conditions or requirements of all bonds, franchises, contracts or agreements; and
- E. shall be the city election supervisor and shall be responsible for the calling and supervision of all city elections.

Section 4. **Acting clerk.**

In case of temporary absence of the City Clerk, the Council may appoint an acting clerk with all the powers and obligations of the City Clerk.

Section 5. **Clerk's pay.**

The Council shall determine then pay of the Clerk or acting clerk.

CHAPTER 10

(Reserved)

CHAPTER 11

CITY ATTORNEY

Sections:

1. City attorney.
2. Duties.
3. Pay.

Section 1. City attorney.

There may be a city attorney who shall be appointed by the Council. He/she shall not office at the pleasure of the Council.

Section 2. Duties of city attorney.

The city attorney may:

- A. Be charged with the performance of all legal services of the City, including those of legal advisor to the Council, the Mayor, and all departments and offices of the City;
- B. represent the City in all matters, civil and criminal, in which the City is interested;
- C. draft any ordinances when required by the City Council, or Mayor;
- D. attend meetings of the City Council;
- E. report to the City Council promptly all suits brought against the City;
- F. call to the attention of the City Council and the Mayor all matters of law affecting the City;
- G. render all opinions in writing, as far as is practicable;
- H. maintain a record of all opinions rendered and turn such over to his successor in office; and
- I. perform such other duties as the Mayor or Council may require.

Section 3. Pay.

The Council shall determine the pay of the City Attorney.

CHAPTER 12

CITY TREASURER

Sections:

1. Appointment.
2. Duties.
3. Pay

Section 1. Appointment

The treasurer shall be appointed by the Council. He or she shall hold office at the pleasure of the Council. The Office of Treasurer is combined with that of City Clerk.

Section 2. Duties.

The treasurer shall:

- A. Except as provided in Title 14 be the custodian of all city funds and property;
- B. keep an itemized account of money received and disbursed;
- C. pay money and vouchers drawn against appropriations;
- D. assist the Mayor in preparing the annual budget of the City;
- E. prepare and submit to the Mayor and Council such financial reports and other data as may be required or requested;
- F. prescribe and implement those procedures necessary to protect city funds and property;
- G. be responsible for filing state and federal applications
- H. perform other duties specified by State law or city ordinances or assigned by the Mayor or the Council; and
- I. give bond to the City in a sum that the Council directs. Premiums for any such bond shall be paid by the City.

Section 3. Pay

The Council shall determine the pay of the Treasurer.

Chapter 13
(Reserved)

TITLE III

REVENUE AND FINANCE

Chapter	14	Raw Fish Sales and Use Tax
	15	Purchasing
	16	Fiscal Procedures
	17	Budget
	18	Audit
	19	Port of Egegik Tariff
	20	(Reserved)
	21	(Reserved)
	22	(Reserved)

CHAPTER 14

RAW FISH SALES AND USE TAX

Sections:

1. Definitions
2. Imposition; rate
3. Exemptions; enumerated
4. Application for Exemption
5. Tax – Computation
6. Statement of Tax
7. Obligation to Pay Tax
8. Determination of Taxability/Liability for Errors
9. Tax Funds Held in Trust
10. Location of Sales Made and Services Provided
11. Registration of Sellers and Buyers as Tax Collectors- Certificate of Registration
12. Rulings and Regulations
13. Payment and Remittance - Application of Payments - Deduction
14. Penalties and Interest
15. Forced Filing
16. Records – Investigation and Audits
17. Liens
18. Accelerated Returns
19. Termination, Sales or Transfer of Retail Business
20. Personal Liability of Corporate Offices
21. Protest of Tax by Taxpayer
22. Protest of Tax by Collector
23. Refund of Excess Payment
24. Disposition of Tax Information
25. Time Extensions
26. Use Tax Levied
27. Authority to Contract Collection
28. Enforcement
29. Violation – Criminal Enforcement
30. Lake and Peninsula Borough To Collect Sales and Use Tax For the City of Egegik

Section 1. Definitions

For purposes of this chapter, certain words and phrases are defined as follows:

- A. "Borough" means Lake and Peninsula Borough
- B. "Buyer" means the first person who becomes directly or indirectly obligated to a seller for payment for personal property or services or becomes obligated to another for rent, lease or similar payments for possessions or use of property.
- C. "City" means City of Egegik, Alaska.
- D. "collector" means the person involved in a sale who is required to collect the tax levied under this chapter. In case of the sale of raw fish, it is the buyer, in all other cases it is the seller.
- E. "Persons" means an individual, partnership, cooperative, association, joint venture ,corporation, estate trust, business, receiver, or any entity, group or combination acting as a unit.
- F. "Processed" or "processing" means cooking, canning, smoking, butchering, freezing, salting, dehydrating and other activities that modify the condition of the fish in preparation of the fish for sale, but does not include decapitating, gutting, gilling, sliming, or icing by the person harvesting the fish if done for the purpose of maintaining the quality of the fish until it can be sold.
- G. "Raw fish" means fin fish and shellfish and includes, but is not limited to, crabs, shrimp, scallops, clams, oysters, sea cucumbers, salmon, halibut, cod, herring, flounder and Pollack that have not been processed.
- H. "Sale" means any sale, lease, rental, transfer or assignment of any right, title or interest in any property, and the sale or provision of any service, for valuable consideration. "Sale" is an event that occurs when a person within the city becomes directly or indirectly obligated for the payment for the sale of property, sale or performance of services or the lease, rental or use of property, including admissions to a place or event, and, if the sale is raw fish, without regard to whether delivery by the seller occurred directly or indirectly nor whether delivery of the fish occurred inside or outside the city if the fish are purchased for delivery or are delivered to a location inside the city at the time of sale. A sale in the city occurs if raw fish are purchased by a buyer and delivered to the buyer inside the city even if transported outside the city prior to processing. "Sale" also includes the performance of services within the city without regard to the place of sale of such services, and includes an event that occurs when a person within the city becomes directly or indirectly obligated to sell or convey within the city, or to

perform services within the city or to lease or rent to or permit the use of property within the city by another, including admissions to a place or event.

- I. “Sale price” means the total consideration, whether money, credit, rights or other property, paid, delivered or given by the buyer, expressed in terms of money and, in the case of a sale involving an exchange of property, service or other rights, the fair market value of the property, service or other rights exchanged, including delivery or installation costs, or any other expenses whatsoever, measured by the gross cost of the seller. It is without deduction for the cost of tangible property sold, the cost of property used, provided or consumed, the cost of labor, interest, delivery of taxes, or any other expenses whatsoever paid or accrued and without deduction on account of trade-ins, setoffs or losses. In the case of raw fish, sale price includes any indirect consideration as fuel or supplies furnished directly or indirectly by the buyer or setoffs to the cash value for hear furnished, and includes post purchase or post season adjustments or bonuses.
- J. “Sales Tax Administrator” or “Administrator” means the mayor or the person designated by the mayor as the sales tax administrator or the agent of the administrator.
- K. “Seller” means a person making a sale and includes every person who sells or vends property, every person renting property to another and every person who sells or performs services for a valuable consideration.
- L. “Services” does not include labor performed by an employee for an employer.
- M. “Taxpayer” means the person involved in a sale who is first required to pay the tax levied under this chapter. In the case of the sale of raw fish it is the seller; in all cases it is the buyer.
- N. “Value of property” is the consideration, whether money, credit, rights, or other property, expressed in terms of money paid or given or contracted to be paid or given by the buyer or person who uses the property to the seller for the property, the use of which is taxable under “Use tax levied,” of this chapter. In the case of property used that is acquired under considerations wherein the purchase price does not represent the true value of the property, the value of the property used shall be determined as nearly as possible according the selling price at the place of use the property of like quality or character.

Section 2. Imposition; rate

There is levied and shall be collected a tax of two percent (2%) on all sales within the city unless such sales are specifically exempt under this Chapter.

Section 3. Exemptions - enumerated

The following sales are exempt from tax levied under this chapter:

- A. Sales to and by the United States Government, the State of Alaska and its political subdivisions.
- B. Sales to religious and charitable organizations in the conduct of their regular religious and charitable functions and activities upon presentation of an exemption certificate issued by the Borough. Regular religious and charitable functions and activities are those functions and activities of the religious or charitable organization that are exempt from income taxable under section 501 of the federal Internal Revenue Code.
- C. Sales that may not be taxed under the constitution or laws of the State of Alaska or the United States.
- D. Sales of property except raw fish.
- E. Lease, rental or use property not otherwise taxable as a service.
- F. The sale or performance of a service.
- G. Casual and isolated sales not made in regular course of business.
- H. The resale of raw fish in essentially the same form as when purchased if the tax under this chapter is paid on the prior purchase was at fair market value for the fish under the circumstances of the prior purchase.

Section 4. Application for exemption

- A. No exemption certificate may be granted except under written application for the exemption on a form provided by the Borough.
- B. The Borough and/ or the city may at any time require proof, in the form it considers necessary, of the grounds for the exemption and the amount of the exemption claimed under this section. The claimant shall have the burden of establishing his or her qualifications for an exemption, and the exemption laws and cases shall be strictly construed in favor of taxation.

Section 5. Taxation – computation

The tax due under this chapter shall be computed by multiplying the sale price by [one] two percent. The tax due on a sale shall be rounded to the nearest whole cent with fractions of one half cent and more rounded upward.

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Section 6. Statement of tax

A person required to collect a tax under this chapter shall provide the taxpayer with a statement of the amount of tax owing on any taxable transaction and shall retain a copy of such statement for a period of not less than five (5) years following the due date of the payment to the Borough.

Section 7. Obligation to pay tax

- A. The obligation of the tax is upon the buyer, except that in the case of the sale of raw fish, the seller shall collect the tax on all sales at the time of the sale. With respect to the sale of raw fish, the buyer shall segregate from funds of the buyer an amount equal to the tax due on the sale. Funds required to be segregated under this section are taxes collected or required to be collected under this chapter. With respect to the tax on services performed within the city, but not sold within the city, the sales tax shall be paid when payment for the services is made.
- B. Collection is enforced by the seller or, in the case of raw fish, by the buyer, as a certified tax collector by the Borough, provided, however, that this shall not limit the liability of the person liable for the tax.

Section 8. Determination of taxability – liability for errors

The collector shall determine whether a sale is taxable under this chapter. If the collector fails to collect the tax due on a sale because of an incorrect determination of the taxability by the collector or for any other reason, the collector becomes liable to the city for the tax in the same manner as if the tax had been collected.

Section 9. Tax funds held in trust

All tax monies collected or segregated or required to be collected or segregated by the collector are funds of the city and shall be held in trust by the collector in a fund or account separate from all other funds and accounts of the collector until paid over to the city. Interest earned on such funds while held by the collector may be retained by the collector as compensation for segregating and protecting the funds of the city.

Section 10. Location of sales made and services provided

A sale of property or sale of services occurs within the city when either party to the sale is within the city when the sale is either negotiated or occurs or, with respect to a sale of property, when the property that is the subject of the sale is within the city when the sale.

Section 11. Registration of sellers and buyers as tax collectors – Certification of Registration

- A. All sellers, except sellers of raw fish, and all buyers of raw fish shall file with the Borough an application for a certificate of registration on a form prescribed by the Borough not more than ten (10) days after the date of commencing business within the Borough, or the opening of an additional place of business, provided no registration is required if the business conducted does not require the person to collect a tax under this chapter. The application must contain or be accompanied by:
1. the name and mailing address of the applicant;
 2. the location at which the applicant will conduct its business and where transactions subject to the tax under this chapter will occur; if the applicant's business is to be conducted from one or more vessels, the name of the vessels and the general location or areas in which the vessel will operate;
 3. if the is a buyer of raw fish,
 - a. the applicant's Alaska Fisheries Business License number;
 - b. a copy of the applicant's most recent Alaska Fisheries Business License Tax filing;
 - c. a copy of the most recent statement provided the state of the amount of fisheries products the person expects to produce during the applicant's license year;
 4. the applicant's Alaska Business License number;
 5. a statement of the extent of property owned by the applicant in the Borough against which the tax liability of the applicant may be collected and other information with respect to description, location and value of the property which the Borough prescribes.
- B. Upon receipt of a properly executed application, the sales tax administrator will issue a certificate of registration setting out the name of the registrant, its physical and mailing addresses, and the place the registrant will be operating from a vessel. The certificate must be prominently displayed at the location set out in the certificate or upon the vessel named in the certificate. A separate certificate shall be issued for each vessel or location of an applicant.

- C. A certificate of registration in no assignable and non-transferable and must be surrendered to the sales tax administrator by the g=registrant to whom it is issued upon the registrant's ceasing to do business at the location or on the vessel named therein. If the business is continued at the same location, but there is a change in its form or organization such as a change of a single proprietorship to a partnership or corporation, or the admission or withdrawal or a partner, or other change, the registrant shall surrender the old certificate to the sale administrator with an application for a new certificate. If the business of a registrant is sold, leased or in any other manner transferred to another person, the registrant shall surrender the certificate to the sales administrator and the new owner, lessee or other successor to the business shall immediately apply for a new certificate.
- D. If there is a change in location of a registrant's place of business, the registrant shall surrender the certificate for the old location to the sales tax administrator along with a statement of the new address. Upon receipt of the old certificate and the new address, the sales tax administrator shall issue a new certificate of registration showing the new location.
- E. Before issuing a certificate of registration, the applicant shall post a bond, furnish a statement of net worth, or furnish such additional security as may be required by the sales tax administrator to insure full and prompt payment of taxes required to be collected under this chapter; provided no bond, statement of net worth or additional security may be required except in accordance with regulation promulgated by the manager of the Borough.
- F. A person applying for a certificate of registration under this section thereby gives consent to an inspection by the Borough and/or the City of the applicant's Alaska Fisheries Business Tax returns and other information or records filed by the registrant with the State of Alaska for the purpose of enforcement and administration of the provisions of this chapter.

Section 12. Ruling and regulations

- A. The manager may promulgate and amend regulations and may prescribe the use of forms appropriate to the implementation of this chapter. Regulations promulgated by the manager are effective on the date they are promulgated unless a different date is indicated in the regulations; provided, all regulations are subject to repeal or revision by the Assembly at any time. prior to promulgation, proposed regulations shall be submitted to the borough attorney for review and comment. Upon promulgating a regulation or any amendment to an existing regulation, the manager shall submit the regulation or any amendment to the Assembly at its next regular meeting.
- B. If any person who is or maybe required to pay or collect a tax under this chapter questions the application of this chapter to a transaction or other situation in which\h

that person is involved or may become involved, the person may apply to sales tax administration for a ruling on the question. The sale tax administrator may rule on the question and may seek the advice of the borough attorney on the question. Before a ruling of the sales tax administration is effective or binding on the borough, it must be signed by the manager. Rulings having general applicability shall be considered by the manager for promulgation as a regulation.

Section 13 **Payment and remittance – application of payments – deduction**

- A. Taxes required to be collected under this chapter during a calendar year are due and payable to the City within 30 days of the last day of the calendar quarter. Every collector shall file with the borough on forms furnished by the Borough a return containing the following information:
 - 1. Gross sales by the collector during the calendar quarter;
 - 2. nontaxable sales during the calendar quarter;
 - 3. taxable sales during the calendar quarter;
 - 4. taxes collected on taxable purchases;
 - 5. interest, penalties, deductions and such other information as may be required on the form.
- B. The return shall be signed and its completeness and accuracy sworn to by the collector under penalty of perjury.
- C. All sales are presumed to be taxable. An exemption claimed for any sale must be proved or adequately explained by the collector with the submission of the return.
- D. The completed return, together with the remittance of the tax required to be collected during the calendar quarter, must be received by the Borough at the address designated on the return form on or before the last day of every calendar quarter.
- E. Any collector who was required to collect a tax during a calendar quarter shall file a return for the next following calendar quarter even through no tax may be due during the following quarter. If the business is sold or transferred to another, whether voluntarily or involuntarily, the person filing the return shall provide on the form the name of the person to whom the business was sold or transferred. A person who files a return for a calendar quarter in which no taxes were required to be collected is not required to file additional returns until the person is again

required to collect a tax under this chapter.

- F. If a complete return accompanied by the entire tax due and all interest and penalties is received by the Borough within the time allowed, the buyer may deduct and retain two percent (2%) of the tax due as compensation for its costs of administration of the tax; provided the amount deducted and retained may not exceed \$200.
- G. Amounts received with the return shall be applied in the following order:
 1. Penalties due, beginning with the oldest penalty;
 2. interest due, beginning with the interest due on the oldest quarter; and
 3. taxes due, beginning with the taxes due from the oldest quarter.

Section 14. Penalties and interest

- A. A person who fails to file a return as required under this chapter or who fails to remit all taxes due the city by that person shall pay a penalty of five percent (5%) of the taxes due with a minimum penalty of \$100 if no return is filed. The penalty imposed for each month or part of a month during which the delinquency of failure to file exists up to a maximum of twenty-five percent (25%); provided, the total penalty for a single calendar shall not exceed three thousand dollar (\$3000). The filing of an incomplete return shall be treated as filing of no return.
- B. Interest at the rate of twelve percent (12%) per annum shall be paid on all amount due the City as required under this chapter except interest does not accrue on penalties.
- C. A person who fails to apply for a certificate of registration as required by this chapter shall pay a penalty of two hundred dollars (\$200). Such penalty must be paid before the license is issued if the original license was issued before the determination that a penalty was due.
- D. A person required to collect a tax under this chapter who fails to provide a written statement setting out the amount of the tax due on the transaction shall pay a penalty to the City equal to the amount of the tax due on the sales.
- E. A failure of or refusal of a person required to collect a tax under this chapter to produce records or allow inspection at such reasonable times as requested or demanded by the sales tax administrator shall pay the City a penalty equal to three times any deficiency found or estimated to have occurred by the sales tax administrator; provided the minimum payment is three thousand dollars (\$3000).

- F. A person required to maintain records under the provision of this chapter shall immediately notify the Borough of any fire, theft or other casualty that would prevent the person from complying with the provisions of this chapter. Such casualty is a defense to a civil penalty levied under subsection E. of this section, but does not excuse the person from the liability for payment to the City of taxes required to be collected. Accidental or unexplained loss of funds or records does not excuse a person from the performance of any of the requirements under this chapter.

Section 15. Forced filing

- A. If a collector under this chapter fails to file a complete and accurate return or to pay over the taxes due as required by this chapter, the sales tax administrator may make an estimate of the taxes due based upon information available. The administrator shall file a return for such collector and shall provide a copy of the return to the collector with a request that the collector file a correct return along with payment of the taxes due. The administrator may require the collector filing the return to provide sufficient information to support the corrected return. If the collector has not filed a correct return satisfactory to the administrator, along with the taxes due, within thirty (30) days of the date of mailing of the forced filing, the amount of any deficiency remaining unpaid on the forced filing is presumed correct and is delinquent from the date originally due; provided, if upon a subsequent audit or inspection of the records of the collector, it is determined that a greater amount was due, the collector shall be liable for payment of such additional amount. A forced filing may be made if the Borough is unable to ascertain the tax due to be remitted by a collector by reason of the failure of the collector to keep accurate records or to allow inspections of the collector's records, or the collector's falsification of records.
- B. A collector who disagrees with the determination of the administrator shown on the force filed return and refuses to file a correct return may, within thirty (30) days of the date of mailing of the forced filing, appeal the ruling of the administrator as set out in section 210. A collector who files a corrected return under this section, but who is notified in writing by the administrator as set out in section 210. A collector who files a corrected return under this section, but who is notified in writing by the administrator that taxes are due in excess of those admitted by the collector may appeal the ruling of the administrator as set out in section 210 but only if appealed within ten (10) days of the date in mailing of the notice from the administrator. Notice of the appeal must be accompanied by payment under protest of the taxes, interest and penalty claimed by the administrator to be due.

Section 16. Records – investigation and audits

- A. Every person required to collect the tax imposed under this chapter shall maintain, keep and preserve such records, books and accounts of all sales made by the persons as may

be necessary to determine the amount of tax the person is obligated to collect and pay over to the City. Such records, books and accounts shall be preserved for a period of five (5) years following the date all taxes involved in the accounting period were required to be paid to the City.

- B. For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the sales tax administrator may conduct investigations, hearings and audits and to that end may examine any relevant books, papers, memoranda, records or other writings of any seller or buyer and may require the attendance and sworn testimony of any seller or buyer or any officer or employee of the seller or buyer at a hearing. Upon written demand by the sales tax administrator such books, papers, memoranda, records and other written material as may be set out in the demand unless the sales tax administrator and person upon whom the demand is made agree to presentation of such materials at a different place.

Section 17. Liens

- A. The tax, interest, penalties and other cost due and owing under this chapter shall constitute a lien in favor of the City upon the property and other assets of the collectors and taxpayers liable for the payment of the taxes, interest, penalties and other costs.
- B. The lien imposed by this section rises and attaches at the time the collector purchases fish from the selling fishermen and continues until the entire amount due has been paid.
- C. If delinquent sales tax, including interest and penalties, are not paid within ten (10) days from the mailing notice and demand for payment thereof, a notice of lien may be recorded in the appropriate district recorder's office, and upon recordation, a lien arising under this section has priority over any other liens except those for special assessments or those granted priority by state or federal law.
- D. An action to foreclose the lien created by this section shall be commenced and pursued in the manner provided for the foreclosure of liens in AS 09.45.170 –09.45.220.
- E. The remedy provided in this section is not exclusive and shall be in addition to all other remedies available to collect the taxes, penalties, interests and costs due under this chapter.
- F. The failure to record a lien does not constitute a waiver or abrogation of any priorities, rights or interests of the Borough at law and in equity.
- G. Fees for the administrative costs of filing notices of liens and releasing of liens shall be:
 1. Filing of notices of lien: twenty-five dollars (\$25), plus recorder's office filing fee.

2. Release of liens: twenty-five dollars (\$25), plus recorder's office filing fee.

H. Upon full satisfaction of payment of all taxes, interest, penalties and costs due and owing to the City, the administrator shall file a certificate of discharging the lien.

Section 18 . Accelerated Returns

A person who is required to file a return and pay taxes to the city who fails for more than thirty (30) days to file a return or pay the taxes due or who has, within a twelve (12) month period, filed or paid taxes late on two or more occasions may be required by the sales tax administrator to file and pay on a monthly basis; provided, the sales tax administrator shall provide to the person a hearing after reasonable notice of sales tax administrator's intention to require more frequent filing and payment. The person required to file and pay on a monthly basis who fails to file and pay the full amount due within 10 (10) days of the date required to such filing and payment or such a person who files late two or more times during a four month period may be required by the sales tax administrator to file on a weekly or more frequently basis after written notice of intent and a hearing as provided in this section.

Section 19. Termination, sale or transfer of retail business

A. A collector whose interest or substantial part thereof in a business registered or required to be registered under this chapter is sold, leased, assigned, or otherwise transferred either voluntarily or involuntarily to another person shall make a final sales tax return within twenty (20) days after the date of the transfer. The purchaser or other person acquiring the business shall withhold a portion of the purchase or lease money sufficient to pay any sales tax, interest and penalties which may be due, unless the seller displays a receipt from the sales tax administrator showing that all tax obligations imposed by this chapter, to the date of the sale, transfer or assignment have been paid in full. Before any such sale or transfer is completed, the buyer and seller shall send to the sales tax administrator, by registered first-class mail, postage prepaid, a copy of the notice referred in A.S. 45.05.522, which statute is hereby made a part hereof, and said notice shall be so sent regardless of whether such notice would otherwise have been required to have been made and sent under the other provisions of A.S. 45.05.510, et seq., Uniform Commercial Code – Bulk Transfers. Following receipt of said notice the Lake and Peninsula Borough shall have ninety (90) days in which to perform a final sales tax audit and assess sales tax liability against either the seller or purchaser of the business. Any purchaser, lessee, transferee, assignee, or other successor-in-interest of a business who fails to provide the sales tax administrator with the notice required by this subsection shall be liable jointly and severally with the collector for such taxes, penalties and interest owned by the collector to the Borough.

- B. A person who terminates his business without the benefit of a purchaser, lessee, successor or assign, shall make a final tax return and statement of tax obligations within fifteen (15) days after such termination.
- C. Any person who has filed a sales tax return shall be presumed to be making sales in succeeding quarters unless he or she files a subsequent return declaring the termination or transfer of the business.

Section 20. Personal liability of corporate offices

- A. Upon termination, dissolution, or abandonment of a corporate business, any officer or other person having control or supervision of sales tax funds collected and held in trust or who is charged with the responsibility for the filing of returns or the payment of sales tax funds collected, segregated and held in trust, shall be personally liable for any unpaid taxes and interest and penalties due from the corporation. For the purposes of this section, any sales taxes that have been paid to the Borough but not collected shall be deducted from the sales taxes collected required to be collected but not paid.
- B. the officer or other person shall be liable only for taxes collected or required to be collected or which became due and payable to the City during the period he or she had control, supervision, responsibility, or duty to act for the corporation described in subsection A. of this section, plus interest and penalties on those taxes.
- C. This section does not relieve the corporation of its liability for payment of the tax due under this chapter or otherwise impair other tax collection remedies afforded by law.
- D. Collection authority and procedures prescribed in this chapter apply to collections under this section.

Section 21. Protest of tax by taxpayer

- A. If a taxpayer believes that a transaction is exempt or otherwise not subject to the tax imposed under this chapter, but the collector has determined the transaction to be subject to the tax, the taxpayer shall pay the tax to the collector under protest. A tax is paid under protest by stating to the collector that the tax is paid under protest and requesting the collector mark any sales slips, receipts, vouchers and other evidence of the sale to indicate that the tax is paid under protest. The taxpayer shall file with the collector and with the sales tax administrator a statement of protest on a form provided to the collector by the Borough. Failure to file a complete statement of protest with both the collector and the sales tax administrator within thirty (30) days of the date of the sale or to pay the tax constitutes a waiver of the protest and of any other right of the taxpayer to challenge the tax in any other forum. The taxpayer shall clearly set out on the form the term and conditions of the sale, the amount of the sale, the quantity of fish, other property, or services, and all other information necessary to determine

whether the tax does or does not apply. The form shall include the names and mailing addresses of both the taxpayer and the collector and any other party involved in the transaction and must be signed by the taxpayer.

- B. Upon receipt of a written protest, the collector shall forward the protest to the sales tax administrator along with any additional statements that collector believes may assist the sales tax administrator in determining the protest facts different from those recorded by the taxpayer on the statement, forwarding the statement to the Borough by the collector constitutes a confirmation by the collector of the facts set out on the statement to the extent the collector has knowledge of such facts. The written protest must be forwarded to the sales tax administrator as promptly as possible, and in any case not later than thirty (30) days after delivery of the protest to the collector.
- C. The sales tax administrator shall issue a written ruling on each protest within thirty (30) days of receipt of the protest from the collector or on such late date as may be required to insure full consideration of the issues raised in the protest. The burden of proof is on the taxpayer. The sales tax administrator may seek the advice of the borough attorney on any protest. The ruling will be sent to the collector and the taxpayer at the addresses given on the protest.
- D. If a protest is granted, the sales tax administrator shall determine whether the tax protested has been received by the Borough from the collector. If the tax has been received, the sales tax administrator shall refund directly to the tax payer the amount of the tax to be refunded. If the tax has not been received by the Borough, the collector shall be instructed to refund to the taxpayer the appropriate amount if the collector has actually collected the tax from the taxpayer. If the challenged tax was upon the sale of raw fish, and the collector has not yet paid for the fish, the collector shall make such adjustment as necessary to the accounts of the tax payer to reflect the correct amount of the tax due. The collector and the taxpayer may make other arrangements for crediting to the taxpayer the amount of the refund if the collector and the taxpayer reach a mutual agreement as to such alternate procedure.
- E. In the event a protest is denied, the taxpayer may, within thirty (30) days of the date of the mailing of the notice of denial, appeal the denial to the manager if the manager is not acting as the sales tax administrator. The manager shall receive such additional information, whether written or oral, as the protesting taxpayer may desire to present. The manager may also receive such additional testimony as the sales tax administrator may present. The manager shall render decision in writing and give notice of the decision to both the taxpayer and the collector. The decision of the manager, whether acting as the manager or as the sale tax administrator, is final and is subject to judicial review on appeal of the superior court under the applicable appellate court rules.
- F. Failure to file an appeal or protest as authorized under this section within time permitted constitutes a waiver of the appeal or protest and of any other right of the

taxpayer to challenge the tax, interest, penalty or other change directly or collaterally in any other forum.

Section 22. Protest of tax by collector

- A. If a collector believes that a transaction is exempt or otherwise not subject to the tax imposed under this chapter or believes that penalty, interest or other change is not owing but has been informed by the Borough that such transaction is subject to the tax imposed under this chapter or such penalty, interest or charge is owing, the collector may protest the tax by paying the tax owed to the City on or before the date due and filing with the Borough at the time of payment a statement of protest setting out all relevant facts and clearly explain why the transaction taxed or the penalty, interest or charge made is exempt, not otherwise subject to the tax levied under this chapter or not owing. The payment and statement of protest must be received by the Borough not later than the thirtieth (30)th day following the date the tax was required to be collected from the taxpayer, or, if no tax was collected, the later of the occurrence of the challenged transaction or the date of the notice from the Borough that the transaction is taxable; or if the protest is of a disallowance, charge levied, or similar action by the Borough, the date of the notice to the collector of the Borough determination. Failure to file a statement of protest and to pay the amount claimed by the Borough as owing within the time permitted under this subsection or other section of this chapter constitutes a waiver of the right to protest to the manager or to appeal or otherwise challenge the tax, charge or determine in any judicial or other proceeding.
- B. The sales tax administrator shall issue a written ruling on each collector protest within thirty (30) days of receipt of the protest or on such later date as may be required to insure full consideration of the issues raised in the protest. The collector has the burden of proof. The sales tax administrator may permit or require the collector to provide additional information relevant to the protest. The sales tax administrator may seek the advice of the Borough attorney on any protest. The ruling on the protest must set forth the reason for the grant or denial of the protest. The ruling will be sent to the collector at the address given on the protest.
- C. If a protest is granted, the sales tax administrator shall refund to the collector the penalty, interest or charge levied or the tax collected and paid over to the Borough that was on an exempt transaction or otherwise not subject to the tax levied or the interest, penalty or charge under this chapter. The collector shall immediately refund to each taxpayer from whom the tax was collected the amount of the tax improperly collected; provided, if the collector has failed to directly or indirectly collect the tax but has paid the tax to the Borough from its own account, the collector may retain the tax refund.
- D. In the event a protest is denied, the collector may, within thirty (30) days of the date of the notice of denial, appeal the denial to the manager if the manager was not acting as

the sales tax administrator on the protest. The manager shall receive such additional information whether written or oral, as the collector may desire to present. The manager may also receive such additional testimony and material as the sales tax administrator may present. The manager shall render a decision in writing and give notice of the decision of the collector. The decision of the manager, whether acting as the manager or as the sales tax administrator, is final and is subject to judicial review by an appeal to the superior court under applicable appellate court rules.

- E. Failure to file an appeal or protest as authorized under this section within the time permitted constitutes a waiver of the appeal or protest and any other rights of the collector to challenge the tax, interest, penalty, or other charge directly or collaterally.

Section 23. Refund of excess payment

- A. A taxpayer or collector who, through a clerical or similar error, pays a tax under this chapter that exceeds the amount actually due may receive a refund of the excess payment upon meeting the conditions set out in this section.
- B. A taxpayer who has made an excess sales tax payment as set out in subsection A. shall be given a refund of the excess by the collector if the taxpayer
 - 1. notifies the collector of the excess payment;
 - 2. proves to the collector that an excess payment was made; and
 - 3. provides such notification and proof to the collector prior to the date the collector pays over to the Borough the taxes collected during the reporting period in which the claimed excess payment was made.
- C. A taxpayer who has made an excess sales tax payment as set out in subsection A. who been denied a refund by the collector, or who did not meet the requirements of subsection B.3. or who has made an excess use tax payment may file with the sales tax administrator for a refund of the excess payment. The taxpayer must file the request for the refund and satisfactory proof of entitlement with the administrator not later than the last business day of the calendar quarter following the quarter during which the claimed excess payment was made. The manager may establish a reasonable fee for processing refund requests under this subsection.
- D. A collector who has made an excess payment as set out in subsection A. shall be given a refund of the excess if the administrator receives written notice from the collector of the amount claimed as an excess payment, in the form required by the administrator, not later than the last day upon which the collector may file a return under this chapter for the quarter following the quarter for which the claimed excess payment was made.

- E. Upon approval of a refund to a collector, the Borough may pay the refund to the collector to take the refund as a credit against future quarterly tax payments; provided, the amount taken as a credit in any quarter may not exceed thirty percent (30%) of the taxes otherwise due from the collector for the payment. No interest may be paid on excess payment.
- F. A claim for a refund of an excess payment to which this section 230 applies is forever barred if notice and proof of the excess payment are not given within the time period.

Section 24 Disposition of tax information

Information in the possession of the Borough and/or the City which was obtained by the Borough and /or the City from a collector or taxpayer in the administration or enforcement of the provisions of this chapter and which discloses the particulars of the business or affairs of a collector or taxpayer or other person that is not otherwise information is not a matter of public record. The information shall be kept confidential except when its production is required in an official borough, state or United States investigation, law enforcement action, or court proceeding. These restrictions do not prohibit the publications of tax lists showing the names of taxpayer or delinquent taxes. Information otherwise protected by this section may be furnished on a reciprocal basis to other agencies of the state or the United States concerned with the enforcement of tax laws

Section 25. Time extensions

For good cause shown, the sales tax administrator may grant an extension of the time required for the performance of any act under this chapter. The extension shall be subject to such terms and conditions as the administrator find appropriate. An application for an extension must be filed in writing before the date required for performance.

Section 26. Use tax levied

- A. There is levied and shall be collected a use tax equal to the sales tax rate set out in, "Imposition; rate," on the processing, storage, consumption or other use of property within the city if such property has not been the subject of a transaction otherwise taxable under this chapter had the acquisition by the user been by a purchase within the city. The tax shall be levied and collected in an amount equal to the rate of the levy time the value of the property used.
- B. A credit shall be allowed against the tax imposed by this section in an amount that the present use, the user's agent, bailer or donor has paid a sales or use tax with respect to such property to another city in the Lake and Peninsula Borough, or to another political subdivision outside that borough, or to another state prior to the use of the property in the city. The person who processes, stores, consumes or otherwise uses property subject to taxation under this section is liable for the payment of the tax to the city and

shall file a return, obtain a certificate of registration, and remit the taxes due in the same manner and subject to the same requirements for reporting, payment, interest, penalties, inspection of records, enforcement, administration and other applicable provisions of this chapter as are set out for the taxation of sales.

Section 27. Authority to contract collections

The Mayor may, with the consent of the council, contract with a city or a private person to collect the taxes imposed by this chapter.

Section 28. Enforcement

- A. If sales tax is not paid when due, the Borough and/or the City may enforce the payment of the tax, interest and any penalties by any method available in law, including but not limited to the lien and sale of property of the collector or taxpayer and a personal action against the delinquent collector or taxpayer.
- B. For the violation of any provision of this chapter the Borough and/or the City may bring an action for civil penalties and for any violation or threatened violation an action for injunctive relief. An action for injunctive relief may be brought notwithstanding the availability of any other remedy. Upon an application for injunctive relief and a finding of violation or threatened violation of a provision of this chapter, the superior court shall grant the injunction.
- C. Each day that a violation continues is a separate violation.
- D. For the violation of any provision of this chapter the Borough and/or the City may bring a criminal action without regard to whether any civil remedy is available or has been sought or obtained.

Section 29. Violation – criminal enforcement

- A. Violation of any of the requirements of this chapter is a misdemeanor. For convictions of a violation of a provision of this chapter, a fine of not to exceed five hundred dollars (\$500) may be imposed; except, for a subsequent violation of any provisions of this chapter, whether similar to or different from the prior conviction, the maximum penalty that may be imposed is a fine of one thousand dollars (\$1000) or imprisonment for not to exceed thirty (30) days, or both, if the subsequent conviction for the prior violation.
- B. Each day upon which a violation of this chapter continues is a separate offense.
- C. The Borough may recover taxes, interest, civil penalties and other amounts due in a civil action independent of or in addition to any criminal action filed.

Section 30. Lake and Peninsula Borough to collect sales and use taxes for the City of Egegik

The Lake and Peninsula Borough shall collect the sales and use taxes for the city and remit same to the city pursuant to the authority as set out in Title 29 of the Alaska Statutes.

PURCHASING

Sections:

1. Purchasing Agent
2. Purchasing Agent – Scope of Authority
3. Purchasing Agent – Other Powers and Duties
4. Inspecting and Testing
5. Authority of Administrator
6. Public Improvement Contracts
7. When Prior Approval by the Council Is Required
8. Requisitions and Estimates
9. Contracts Over Fifty Thousand Dollars
10. Bids – Notice Inviting

Section 1. Purchasing Agent

- A. There shall be a purchasing agent of the City to make all purchases of supplies, materials, equipment and contractual services for all offices of the City government
- B. The Administrator or his designee shall be the City purchasing agent.

Section 2. Purchasing Agent – Scope of Authority

- A. The purchasing agent shall have the power and it shall be his duty to purchase or contract for supplies and contractual services needed by any agency of the City; and to sell surplus personal property under such rules and regulations as shall be prescribed by the Mayor and approved by the Council.
- B. The purchasing agent shall have the authority to join with other units of governments in cooperative purchasing ventures when the best interests of the city would be served thereby, and same is in accordance with City and State law.

Section 3. Purchasing Agent – Other Powers and Duties

The purchasing agent shall:

- A. Act to procure for the City the highest quality in supplies and contractual services at the least expense to the City;
- B. Recommend the establishment and amendment, when necessary, of all rules and regulations related to purchasing;
- C. Keep informed of current developments in the fields of purchasing, prices, market conditions and new products, and secure for the City the benefits of research done in the fields of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses and organizations;
- D. Prescribe and maintain such forms as he shall find reasonably necessary; and
- E. Act so as to procure for the City all state and federal tax exemptions to which it is entitled.

Section 4. Inspection and Testing

- A. The purchasing agent shall inspect, as far a possible, and supervise the inspection of, all deliveries of supplies or contractual services, to determine their conformance with the specifications set forth in the order or contract.

Section 5. Authority of the Administrator.

- A. The City Administrator may authorize purchases and contractual services not to exceed five thousand dollars (\$5,000), in accordance with established requisition and contractual procedures. The City Administrator will function as the City contract Officer and Purchase Agent.
- B. The Administrator may transfer supplies, materials and equipment to or between agencies, offices and departments.

Section 6. Public Improvement Contracts.

- A. Contracts for public capital improvement projects of more than five thousand dollars (\$5,000.00) but no more than fifteen thousand dollars (\$15,000) can be approved, without other formalities, by majority vote of the City Council. Contracts for more than fifteen thousand dollars (\$15,000) but less than less than fifty thousand dollars (\$50,000.00), except in emergency situations, shall be by a request for proposals or, if deemed necessary, by a competitive sealed bid process. Where feasible, request for proposals shall include as-build design and engineering specifications. Capital improvement projects of fifty thousand dollars (\$50,000.00) or more, that the City controls, shall be awarded by competitive sealed bid. In capital improvement projects of fifty thousand dollars (\$50,000.00) or more, the project

award, all other proposal essentials begin similar, shall be allocated to the apparent low bidder and ordinarily through a Notice of Intent to contract. Following the fulfillment by the apparent low bidder of the pre-award conditions contained in the Notice of Intent, the city will issue a Notice to Proceed to the low bidder and a contract shall be signed. If the apparent low bidder does not meet the pre-award conditions contained in the Notice of Intent within a specified period, a Notice of Intent shall be issued to the next lowest bidder, according to the availability of funds. Only when the conditions contained in the Notice of Intent have been fulfilled by a tentative contractor, shall a Notice to Proceed be issued by the City to the selected contractor and the contract, to which both the City and contractor mutually have agreed, be signed. The City reserves the right to waive conditions contained in the Notice of Intent.

Section 7. When Prior Approval by the Council Is Required

A. Every consultant contract; purchase of supplies, materials, equipment; etc.; or capital improvement project contract, for more than five thousand dollars (\$5,000.00) shall require the prior approval of the Council; and, under no circumstances may such contract or purchase be made without first obtaining the prior approval of the Council. Contracts for professional or technical consultant services, except in the case of emergency legal or medical services, shall follow the same general request for proposal or bid procedures outlined in Section 6 and given further specifications in Section 9.

Section 8. Requisitions and Estimates.

A. All agencies of the City requiring supplies, shall file with the purchasing agent, by or with authorization of the Department head under which the agency usually operates, all requisitions or estimates or their requirements for supplies and contractual services; and, in the manner, at the directed times and for the budget periods, as prescribed by the purchasing agent.

B. A using agency shall not be prevented from filing in the same manner with the purchasing agent at any time a requisitions or estimate for any supplies and contractual services, the need for which was not foreseen when the detailed estimates were filed.

C. The purchasing agent shall examine each requisition or estimate and shall have the authority to recommend revisions as to quantity, quality, or estimated cost.

Section 9. Contracts Over Fifty Thousand Dollars.

Unless otherwise prohibited or exempted by the City Ordinance or because of extreme emergency, all contracts and purchases for an amount estimated to exceed fifty thousand dollars (\$50,000.00) shall be by competitive sealed bid or, in the case of professional services, a request for proposals process shall be used.

Notwithstanding this section, the purchasing agent may enter into contracts or purchases for amounts estimated to exceed \$50,000.00 with a state, municipal government or federal

agency, including by submission of bid or participating in that entity's procurement process, subject to prior bid, proposal or contract approval by the Council. In dealing in similar situations with private entities, the City shall enact non-code ordinances.

Section 10 **Bids – Notice Inviting.**

The Administrator shall provide adequate notice for request for bids or proposals to assure competitiveness among bidders. The originals of all such bids shall be submitted in person or by mail prior to the bid/proposal acceptance deadline. Modifications to these original submittals may be submitted by fax for acceptance by the bid deadline. Any faxed or mailed bid arriving after the proposal bid/deadline shall not be accepted for consideration.

CHAPTER 16**FISCAL PROCEDURES****Sections:**

1. Fiscal year.
2. Ordinance required.
3. Treasurer.
4. Checking and savings accounts.
5. Responsibilities of officers.
6. Insufficient funds in book account.

Section 1. Fiscal year.

The fiscal year of the City shall begin on the first day of October every year and end on the last day of September in the following calendar year. Accounts Receivable revenues credited as income from the Fourth Quarter, City 1% Raw Fish Sales/Use Tax – revenues actually received as cash during the First Quarter of the ensuing fiscal year – shall not be used to cover either Cash or Accounts Payable expenditures during the remainder of the fiscal year in which they are received as Accounts Receivable revenues.

Section 2. Ordinance required.

All monies spent or received by the City during a fiscal year shall be budgeted for by ordinance.

Section 3. Treasurer.

The Council may combine the office of City Clerk with that of the treasurer. The treasurer shall be responsible for collection, custody and disbursement of all city monies

Section 4. Checking and savings account.

- A. All checks drawn on the treasury of the city shall be signed by two elected officials designated by resolution.
- B. City employees shall not be authorized to withdraw funds from city accounts as signatures or otherwise.
- C. All checks prior to issuance shall be approved to be within budget allowances as prescribed by ordinance.
- D. Operating cash shall be kept in one financial institution to be designated by

resolution.

- E. The City Clerk and bookkeeper shall make monthly review of anticipated incomes, expenditures and budgets and report to the Council any cash balances in excess of 60 days of budgeted city operation. Upon directive of the Council such balances above 60 days' budgeted operating costs shall be placed in the following types of short term or long term, as appropriate investments:
1. Savings accounts, certificates of deposit or interest bearing checking accounts at federally chartered savings institutions;
 2. bonds, notes or other obligations.

Section 5. Responsibilities of Officers.

The Council, as the representatives of the people entrusted with the receipt and expenditure of public monies are responsible for reviewing and overseeing city office procedures and ensuring that the public monies are properly received, expended and accounted for.

The Mayor shall execute the budget as approved by the Council and as chief administrative officer of the City shall ensure that proper accounting procedures are followed. The city staff and City Clerk, under the immediate supervision of the Mayor and under the direction of the City Council shall carry out all duties as directed, including day to day administrative supervision of projects and management and supervision of the city office and office staff. The bookkeeper under supervision of the City Clerk shall among other duties keep a complete set of records of the financial transaction of the City.

Section 6. Insufficient funds in bank account.

No city checks may be written at any time when funds are insufficient. Willful violation of this provision and conviction thereof shall result in a fine of not more than three hundred dollars (\$300). Such fine shall be set at the discretion of the fining authority.

CHAPTER 17

BUDGET

Sections:

1. Preparation of the budget.
2. Scope of budget.
3. Budget adopted as ordinance.
4. Public hearing on budget.
5. Further consideration of budget.
6. Adoption of budget: vote required.
7. Effective date of budget: certification.
8. Budget public record.
9. Amendment of the budget.

Section 1. Preparation of the budget.

The City Clerk and treasurer with assistance of the bookkeeper shall prepare the budget under direction of the Mayor. Budget preparation should begin be 1 July.

Section 2. Scope of budget.

The budget shall be a complete financial plan for all the operations of the City showing beginning cash balances, anticipated revenues from whatever source and itemized proposed expenditures for all city departments. It shall include a comparative statement with the estimated expenditures and revenues of the preceding fiscal year. Proposed expenditures shall not exceed the total of anticipated revenues and beginning cash balances.

Section 3. Budget adoption as ordinance.

The budget shall be adopted as a non-code ordinance following procedures for ordinance adoption. After the introduction and first reading of the proposed budget ordinance the Council shall determine the place and time of the public hearing on the budget and shall post such notice in three places in the City at least five (5) days prior to the hearing. The Council shall include in the notice a summary of the budget and capital improvements program and a statement setting out the time and place for a public hearing.

Section 4. Public hearing on budget.

At the time and place so advertised, the Council shall hold a public hearing on the budge as submitted, at which time all interested persons shall be given an opportunity to be heard for or against the estimates of any item thereof.

Section 5. Further consideration of budget.

After the conclusion of such public hearing, the Council may insert new items or may increase or decrease the items of the budget, except items on proposed fixed by law. The Council may not vary the titles, descriptions, or conditions of administration specified in the budget.

Section 6. Adoption of budget; vote required.

The budget shall be adopted by a majority vote of the Council, preferably by 15 August, but no later than 20 September.

Section 7. Effective date of budget; certification.

Upon adoption of the budget ordinance, the budget shall be in effect for the fiscal year. A copy of the budget, as finally adopted shall be signed by the Mayor and certified by the Clerk and file in the office of the Clerk.

Section 8. Budget public record.

The budget, the capital improvements program, and all supporting schedules shall be open to public inspection. Copies of the budget shall be available for distribution at cost to all interested persons.

Section 9. Amendments of the budget.

The budget shall be amended following the procedures for amending ordinances as such times as circumstances and clarity require. The budget must be amended by ordinance whenever any budget category is to be increased by more than 20% or the overall budget is to be increased or decreased by more than 20%.

CHAPTER 18

AUDIT

Sections:

1. Conformity to general acceptance accounting principles.
2. Compliance with audit requirements.
3. Appointment of auditor

Section 1. Conformity to generally accepted accounting principles.

City recordkeeping and accounting practices shall conform to generally accepted accounting principles. To help assure this conformity city administrative staff shall inform the Council of training opportunities that may arise and office equipment and supplies required. The Council shall make reasonable efforts to provide training and proper equipment and supplies for city administration.

Section 2. Compliance with audit requirements.

The City shall comply with requirements of the federal and state "Single Audit Acts".

Section 3. Appointment of auditor.

Until otherwise directed by the Egegik City Council, the firm of Altman & Rogers is appointed auditor for the City of Egegik.

CHAPTER 19

PORT OF EGEKIK TARIFF

<u>Sections:</u>	<u>Pages</u>
1. Correction Number Sheet, Table of Contents, and Paper Facsimile of Electronically Filed Tariff	1-4
2. Rules No. 1 – 33:	5-8
3. Rule No. 34, Parts 1-22	9-35

PACIFIC COAST TARIFF BUREAU, AGENT
221 Main Street, Suite 530
San Francisco, California 94105
PHONE: (415 495-6320)

LETTER OF TRANSMITTAL FOR:

DATE: JANUARY 22, 1996
TRANSMITTAL NO. 1

PORT OF EGEGIK
Terminal Tariff No. 1

Accompanying publication listed below, represents the official version of data as filed on this date in the ATFI central site computer.

Original Title Page, Original Pages 1 thru 34, inclusive.

By:

James C. Olsson
Tariff Publishing Officer

CC PORT OF EGEGIK
CITY OF EGEGIK, ALASKA
Mr. John Purcell
City Administrator
P. O. Box 189
Egegik, Alaska 99579

PORT OF EGEGIK TARIFF

Sections:

1. Correction Number Sheet, Table Of Contents and Paper Facsimile of Electronically Filed Tariff.
2. Rule no. 1-33.
3. Rules No. 34, Parts 1-22

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PAPER FACSIMILE OF ELECTRONICALLY FILED TARIFF	
<p>This tariff has been filed with the Federal Maritime Commission is an electronic data based format as required by the Commission's AUTOMATED TARIFF FILING AND INFORMATION SYSTEM, also known as ATFI. These printed pages are extracts of the filed AFTI data assembled by Pacific Coast Tariff Bureau's proprietary software, Tariff BASED, into traditional tariff "pages."</p> <p>In the publishing of these pages our software has been designed with the flexibility to present some data in more user friendly form. That is, the text on the printed page is not always identical to the text you would read when you access the AFTI system directly. For example, in ATFI cargo originating from San Francisco would show in the ATFI retrieval system as "SAN FRANCISCO (port), CA USA." In this printed page format it simply reads "San Francisco, CA." Another example would be commodity item numbers. ATFI requires commodity item numbers to be 10 characters long and hyphenated as follows: 0000-00-0000. On the printed tariff pages the item numbers may be shorter by suppressing trailing (filler) zeros, or split differently than the ATFI hyphenation screen. Sometimes ATFI fields are combined on the printed page. One example is the rate basis - "PC40." In ATFI this would be displayed in two separate fields: RATE BASIS - PC, CONTAINER SIZE - 40.</p> <p>None of the changes in data presentation on these printed pages represent incorrect or incomplete data. They are simply charged for better tariff readability.</p>	

Issued By: Mr. John Purcell, City Administrator, CITY OF EGEGIK			
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<p>RULE No. 1. SCOPE (I) ----- Not Applicable</p> <p>RULE No. 2. APPLICATION OF RATE AND CHARGES (I) ----- Not Applicable</p> <p>RULE No. 3. RATE APPLICABILITY RULE (I) ----- Not Applicable</p> <p>RULE No. 4. HEAVY LIFT (I) ----- Not Applicable</p> <p>RULE No. 5. EXTRA LENGTH (I) ----- Not Applicable</p> <p>RULE NO. 6. MINIMUM BILL OF LADING CHARGES (I) ----- Not Applicable</p> <p>RULE No. 7. PAYMENT OF FREIGHT CHARGES (I) ----- Not Applicable</p> <p>RULE No. 8. BILL(S) OF LADING (I) ----- Not Applicable</p> <p>RULE NO. 9. FREIGHT FORWARDER COMPENSATION (I)</p>			

<p>-----</p> <p>Not Applicable</p> <p>RULE NO. 10. SURCHARGES AND ARBITRARIES (I)</p> <p>-----</p> <p>Not Applicable</p> <p>RULE NO. 11. MINIMUM QUANTITY RATES (I)</p> <p>-----</p> <p>Not Applicable</p>
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 Not Applicable

RULE NO. 19. SHIPPERS REQUESTS IN FOREIGN COMMERCE (I)

Not Applicable

RULE NO. 20. OVERCHARGE CLAIMS (I)

Not Applicable

RULE NO. 21. USE OF CARRIER EQUIPMENT (I)

Not Applicable

RULE NO. 22. AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE (I)

Not Applicable

For explanation of symbols and abbreviations, see Rule No. 29

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<p>RULE NO. 23. CARRIER TERMINAL RULES AND CHARGES (I) -----</p> <p>Not Applicable</p> <p>RULE NO. 24. NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS (I) -----</p> <p>Not Applicable</p> <p>RULE NO. 25. CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE (I) -----</p> <p>Not Applicable</p> <p>RULE NO. 26. TIME/VOLUME E RATES IN FOREIGN COMMERCE (I) -----</p> <p>Not APPLICABLE</p> <p>RULE NO. 27. LOYALTY CONTRACTS IN FOREIGN COMMERCE (I)</p>			

Not Applicable

RULE NO. 28. DEFINITIONS (I)

Not Applicable

RULE NO. 29. SYMBOLS (I)

Not Applicable

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RULE NO. 30. ACCESS TO TARIFF INFORMATION (C)

Not Applicable

RULE NO. 31. SEASONAL DISCONTINUANCE

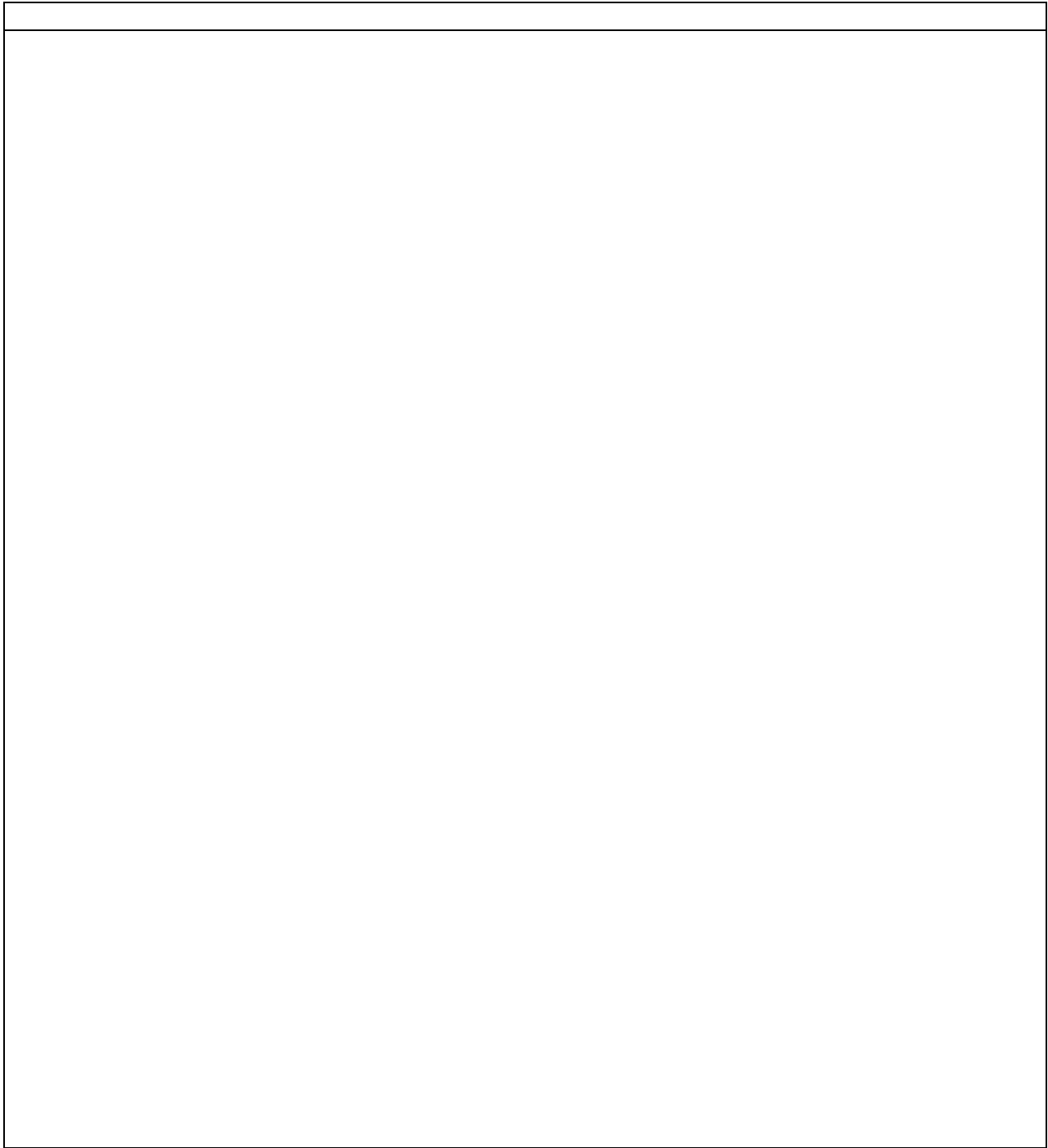
RULE NO. 32. RESERVED

RULE NO. 33. PROJECT RATES

Not Applicable

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<p>RULE NO. 34. TERMINAL TARIFFS (I) ----- For application of individual charges, consult the Sub-rules contained herein.</p>	



For explanation of symbols and abbreviations, see Rule No. 29

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RULES AND REGULATIONS

RULE NO. 34. TERMINAL TARIFFS
-----1. SCOPE (I)

The rules, regulations, conditions, commodity rates and/or charges set forth in this tariff apply to or from the following terminal(s)

NAME
-----ADDRESS

PORT OF EGEGIK
Egegik, AK 99579

P. O. Box 189

For explanation of symbols and abbreviations, see Rule No. 29

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RULE NO. 34. TERMINAL TARIFFS -----			
2. ABBEVIATIONS, SYMBOLS (I) -----			
ABBREVIATIONS			
Anc	- Anchorage	KS	- King Salmon
AK	- Alaska	Lbs	- Pounds
Bbl	- Barrel	Ldg	- Loading
Bdl	- Bundle	Lgth	- Length
Co	- Company	LCL	- Less than Container Load
COD	- Collect on		
Delivery		LOA	- Length
Cont	- Continued		Overall
CS	- Case	M	- 1000
Ctn	- Carton	Mt	- Empty
Cu	- Cubic	Max.	- Maximum
CWT	- Hundred Weight	Min	- Minimum
D'Ham	- Dillingham	Misc.	- Miscellaneous
Dkg	- Dockage	No	- Number
Dia	- Diameter	NOS	- Not otherwise
Ea	- Each	OS	- Overstow
Entp.	- Enterprise	Pkg	- Package
Etc.	- And so forth	Sq	- Square
FMC	- Federal Maritime	S.U./SU	- Set UP
Commission		Term	- Terminal
Ft/'	- Foot/Feet	Ton	- 2000 lbs
Gal	- Gallon	Undlg	- Unloading
Hdg	- Handling	U.S.	- United States
i.e.	- That is to say	wt.	- Weight
IN/'	- Inch (S)	Whfg	- Wharfage
Inc.	- Include	Viz	- Namely
-Inclusive		WA/Wash	- Washington
-Incorporated		W/Wo	- With/Without
K.D./KD	- Knocked Down	Yd	- Yard
SYMBOLS			
(A)	Denotes Increase	(D)	Denotes Deletion
(C)	Denotes Change in Wording which results in neither increase nor decrease in rates or changes	(E)	Expiration
(I)	Denotes New or Initial Matter	(R)	Denotes Reduction
(G)	General Increase or Decrease	(N)	Reissued Matter

For explanation of symbols and abbreviations, see Rule No. 29	
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<p>RULES NO. 34. TERMINAL TARIFFS</p> <p>-----</p> <p>3. DEFINITIONS (I)</p> <p>-----</p> <p>CARGO: Any type of cargo, but not limited to fish or Products thereof, loaded unloaded, transferred, Containerized, etc.</p> <p>DOCKAGE: Dockage is the charge assessed against the gross weight of a vessel for docking at a wharf, dock pier or other facility or for mooring to a vessel so docked. See Subrule 34.5 for rates. The registered gross tonnage or all vessels will be filed with the Port Administrator or his designee before any offloading or onloading begins.</p> <p>DELINQUENT LIST: A record of vessels, their owners or agents, or other users of the Port of Egegik who have failed to pay charges as required in Subrules 34.10 and 34.11.</p> <p>FREE TIME: Free time is a specific period during which freight may occupy the Port of Egegik premises before being subject to a wharf demurrage charge or to removal by the Port of Egegik at the expense of the owner of the goods.</p> <p>LCL FREIGHT: From common carriers may occupy port premises for a period of forty-eight (48) hours Without penalty charges.</p> <p>LCL FREIGHT: Offloaded from other carriers may occupy dock space for a period of twelve (12) hours without penalty charges.</p> <p>FULL AND EMPTY CONTAINERS: May occupy premises until the next subsequent carrier sailing without penalty charges provided in Subrule 34.15.</p> <p>BOATS ANY LENGTH: May occupy wharf premises for a period of twenty-four (24) hours without penalty charges. After said free period, a penalty will be levied as provided in Subrule 34.15. During the</p>	

Twenty-four (24) hour period, no living aboard said boat is allowed.
For explanation of symbols an abbreviations, see Rule No 29

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RULES AND REGULATIONS

RULE NO. 34. TERMINAL TARIFFS

 3. DEFINITIONS (I)

HANDLING: Handling is the service accorded to cargo movement at or on any of the Port Facilities. It includes ordinary sorting, breaking down and stacking. It does not include the service of transloading containers, flats pallets or any type of cargo.

HOLIDAYS: Holidays are defines as City of Egeigk approved holidays.

LCL: Less than container load. LCL will be charged from the individual rates listed in Subrule 34.19 and not at the container rate. Outbound LCL that is loaded by someone other than the authorized dock contractor and not manifested, declares in writing and/or properly labeled before sailing will be charged at the full container rate. Over stowed rates do not apply to LCL cargo.

MUNICIPAL TERMINAL: The Municipal Terminal is the Port of Egegik public docks, the staging areas and their associated facilities, such as access roads and adjacent storage areas necessary to conduct normal day to day Port operations.

OPERATING TIME AND OVERTIME: Operating time for the Port of Egegik will be:

May 1 through July 31
 Monday through Friday 8:00 am - 8:00 pm.

“Overtime” will begin Saturday at 8:00 pm until Monday at 8:00 am.

April 1 through April 30 & August 1 through Port closure: Monday through Friday 9:00 am until 6:00 pm.

All other time is defined as "Overtime."

OVERSIZED CARGO: Flats, platforms, post flats, etc. are loaded with cargo extending over 4' total of the rated length of flats, platforms, postflats, etc. are charged an additional rate as named in Subrule 34.19.

OVERSTOW: Overstow is cargo placed on Port premises from a Common Carrier or its' agent destined for discharge at another port, excluding cargo manifested for destinations within the limits of the Coty of Egegik.

For explanations of symbols and abbreviations, see Rule No. 29

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RULES AND REGULATIONS

RULE NO. 34. TERMINAL TARIFFS

3. DEFINITIONS (I)

TERMINAL STORAGE: Terminal Storage is the storage of any freight or containers.

TERMINAL USE PERMIT: Terminal use permits are issued by the City of Egegik. This permit authorizes other persons and their employees, unnamed in this tariff or in authorized cargo handling contract (s) to operate and handle cargo at the Port of Egegik.

TRANSLOADING: The service of transferring cargo between containers, flats, pallets, etc. inbound or outbound and is not included in the normal handling charge, will be charged extra fees as levied in Subrule 34.6 and 34.7 for equipment and labpr.

UNIT WEIGHTS: Except as otherwise stated, rates apply per one hundred pounds (CWT), as manifested.

VESSELS: Whenever in this Tariff, reference is made to a "vessel" the term shall mean any ship, large scow or barge, either self-propelled or other than self-propelled..

WHARF DEMURRAGE: Wharf demurrage is the penalty charge assessed against freight remaining on the wharf premises after the expiration of free time defined above. Wharf demurrage rates shall be the same as that found for Terminal Storage in Subrule 34.15.

Wharfage: Wharfage is the charge assessed against all freight places on a wharf or in a transit shed, or passing through, across, over or under a wharf, or transferred between vessels, or loading to or unloading from a vessel at a wharf regardless of whether or not a wharf is used. Wharfage does not include handling, sorting, piling or storage of freight.

For explanation of symbols and abbreviations, see Rule No. 29

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RULES AND REGULATIONS

RULE NO. 34. TERMINAL TARIFF

4. GENERAL RULES & REGULATIONS (I)

(A) APPLICATION OF RATES ACCEPTANCE OF TARIFF

Use of wharves and facilities of the Port Of Egegik shall be deemed an acceptance of this tariff and the terms and conditions named therein.

(B) APPLICATION OF RATES-GENERAL

Rates, charges, rules and regulations provide in this tariff will apply only to cargo received under the jurisdiction and control of the City of Egegik and specifically to the port of Egegik and appurtenant structure thereto. Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel

services named in this tariff. Such charges shall be due and payable in accordance with subsequent rules.

(B) BERTH PRIORITY

All vessels desiring a berth at the Port of Egegik shall be afforded space in the following order of priority:

1st priority: Common carriers (See Note 1 & 2)

2nd priority: Fish carriers (See Note 2)

3rd priority: Others

Note 1: Common carriers are defined as those vessel operators who publish tariffs and regular schedules to the Port of Egegik. Carriers must submit complete manifests to the Port of Egegik two working days prior to arrival, Saturday, Sunday and holidays excepted, or priority will be forfeited. Special priority will be given to common carriers transporting goods to low and moderate income Egegik residents.

Note 2: When the situation arises where more than one carrier desires to dock for scheduled work, priority will be based on the amount of work, or urgency of the work to be completed. All berthing, berth priority, or order of priority shall be solely at the discretion of the Port Administrator or his designee

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RULE NO. 34. TERMINAL TARIFFS

4. GENERAL RULES & REGULATIONS (I)

(D) BERTH RIGHTS OF VESSELS:

Vessels may occupy a berth, subject to charges named in the Rate Section of the tariff, providing such vessels shall vacate the berth upon demand of the Port Administrator or his designee. Vessels refusing to vacate berth on demand will be removed, any expenses, damages to vessel or to other vessels or to wharf structures during such removal, shall be charged to the vessel so

moved. Vessels at berth engaged in loading or discharging may be required to work overtime at the discretion of the Port Administrator. The Port of Egegik reserves, in any event, the right to close facilities or to cease operations of the Port at any time.

(E) EFFECTIVE DATE OF TARIFF AND CHARGES

The rates, charges, rules and regulations published in this tariff become effective on the effective date noted herein.

(F) INSURANCE

Rates named in this tariff do NOT include insurance of any kind. All risks of loss and damage while on dock or in storage must be assumed by shipper, owners, consignees, who may protect themselves against such loss by covering their shipments with insurance. This does not relieve the Port of Egegik, the City of Egegik or holders of Terminal Use Permits from liability for their own negligence.

(G) MANIFESTS

Owners, agents, operators or masters of vessels must furnish the Port Administrator with a complete copy of the vessel's manifest listing all cargo to be discharged or loaded at the terminal.

Inbound manifest must be furnished at least two (2) working days, Saturday, Sundays and holidays excepted prior to the vessel's arrival.

Outbound manifests of cargo must be furnished 24 hours prior to the vessels loading or unloading.

For explanation of symbols and abbreviations, see Rule No. 29

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RULE NO. 34. TERMINAL TARIFFS

4. GENERAL RULES & REGULATIONS (I)

Lighterage vessels with inbound or outbound cargo, must

furnish the Port Administrator with a cargo manifest with estimated weights prior to loading or off loading.

Failure to comply with the manifest rule may result in refusal of discharge of freight at the time of offloading and possible loss of future berthing, priorities, under the discretion of the Port Administrator.

(H) SMOKING PROHIBITED

No smoking shall be allowed on any dock, wharf, pier or in any warehouse or transit shed except in approved areas specifically designed for that purpose. Persons violating this rule may be barred, at the discretion of the Port Administrator, from further use of any wharf and in addition, shall be subject to prosecution under applicable Municipal, State or Federal Laws.

(I) STANDBY TIME

Except as otherwise provided, when the Port of Egegik is required to order labor for a specific service and through no fault of inability of the Port of Egegik, the work or service is not commenced, causing standby time to accrue, or when work or service after commencement is delayed through no fault of the Port of Egegik, for periods of fifteen (15) consecutive minutes or more, the applicable man hour rates provided in Subtitle 34.7 cost of man-hour time, will be assessed. Less than fifteen (15) minutes will be considered no delay, but time of fifteen (15) minutes or more will be considered delay time and charges will be assessed in units of fifteen (15) minutes, except minutes, if work commences with the first seven (7) minutes of such period.

(J) UNLOADING

Should any vessel mooring at the public dock be unable to unload because lack of ship's tackle, or other equipment, the ship may be unloaded using the Port of Egegik's equipment at the discretion of the Port Administrator. Charges for unloading shall be charged for on a time and material basis per Subrules 34.6 & 34.7.

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4. GENERAL RULES & REGULATIONS (I)

(K) USERS OF DOCK - RESPONSIBILITY OF

Users of Port of Egegik property will be required to maintain the port in the same and orderly manner as directed by the Port Administrator. If user does not properly clean property used, the Port Administrator will order the work performed, and user will be billed at cost plus twenty-five (25%) percent for administrative costs.

Users damaging Port of Egegik property, will be responsible for cost of repairs. Users will be billed for repairs to damaged property at cost plus a reasonable fee, not to exceed twenty-five (25%) percent of such costs for administration of such repair work.

(L) VESSEL OFFLOADING

All boats off-loading at the Port of Egegik must have a recipient for immediate pick-up (or alternative pick-up instructions) designated in writing directly on the shipping bill prior to the sailing.

(M) COLLECT FREIGHT CHARGES, COD AND SIGHT DRAFTS

The Port of Egegik shall not be responsible for the collection of collect freight charges, or the collection of C.O.D. or Sight Draft shipments and will not be responsible for holding such shipments until collection has been made by others.

(N) DELAYS

Delays which may be occasioned in loading, unloading, receiving or delivering freight as a result of commotions, riots or strikes of person in the employ of the Port of Egegik or others, or arising from any other cause not reasonable within the control of the Port of Egegik, will not excuse the owners, shippers, consignees or carriers of the freight from full wharf demurrage or other terminal charges or expenses, which may be incurred under the conditions stated above.

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5. DOCKAGE (I) -----		
FEES AND RULES: The dockage fees shall be assessed on the vessel's gross registered tonnage as follows per 24 hours:		
GROSS TONNAGE	RATES PER TON	
0 to 49 gross tons	\$.92	
50 to 200 gross tons	.63	
201 to 1,000 gross tons	.55	
1,001 to 2,000 gross tons	.45	
2,001 and over gross tons	.35	
Common carriers who are unable to complete discharge or loading on the first tide after arrival and elect to move away from the dock into roadstead, then return to the dock the following tide to complete operation will be charged dockage as though there was no interruption of discharge or loading.		
VESSELS WEIGHING LESS THAN 16 TONS AND 32 FEET AND UNDER:		
Will be charged a dockage fee of \$10.00 per 24 hours or \$105.00 for a season pass subject to space available. These vessels will dock as directed by Port Administrator or his designee. These same vessels will not be charged a dock fee if docked two hours or less.		
Any vessel or boat improperly docked will be charged a fee of \$200.00 at the discretion of the Port Administrator.		
All vessels will have a pilot aboard when tied to dock and will be moved at the request of the Port Administrator or his designee. All vessels who have lines tied or attached to any part of the Port facilities will conduct regular checks and make adjustments according to the tides. The Port of Egegik will in no way assume responsibility or be liable for damage caused by improper line attachments or improper and/or unauthorized docking.		

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6. EQUIPMENT RENTAL (I)

Carriers may be allowed by the Port Administrator to use their own equipment, for use on dock premises only, will be permitted at the discretion of the Port Administrator or his designee. The following rate and regulations will apply for use of such equipment. Equipment will be rented with an authorized operator only.

EQUIPMENT

WITH OPERATOR

- A) 65 ton moto-crane \$100/hr - \$1,500 day
- B) 8-13 ton forklift \$100/hr - \$ 700 day

Minimum charge will be one quarter of an hour on any equipment.

Note: Any rental other than normal operating hours as described in Subrule 34.2 are subject to overtime charges.

7. LABOR CHARGES (I)

Man-hour rates shall be charged as follows (in dollars per man-hour).

TYPE OF LABOR	STRAIGHT TIME	OVERTIME
Large Forklift Operator	20.00	30.00
Crane Operator	20.00	30.00



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8. LIMITATION OF LIABILITY (C)

A. Except in cases of the Port of Egegik own negligence, no person other than the holders of authorized Cargo Handling Contract(s) or Terminal Use Permits and their employees shall be permitted to perform any services on the wharves or premises of the Port of Egegik. Under this specific authorization, neither the Port of Egegik, its agents or holders of authorized Terminal Use Permits shall be liable for the injury of persons, or for any loss, damage, from any cause or theft occasioned on the docks, wharves or premises.

B. Terminal Use Permits shall be issued by the City of Egegik.

C. If unauthorized persons are found performing services on wharves or premises of the Port of Egegik, they will be liable for the injury of any persons and held responsible for any loss, damage or theft, etc.

D. The City of Egegik and/or the Port of Egegik assumes responsibility for any vessel tying to any part of the dock facilities.

E. No provisions contained in this tariff shall limit or relieve the Port Of Egegik from liability for its own negligence for require any person, vessel or lessee to

indemnify or hold harmless the Port of Egegik from liability for its own negligence.

9. MINIMUM CHARGE

The minimum charge for wharfage shall be \$10.00. The minimum charge for handling shall be \$15.00. The minimum charge for other services shall be stated in the Subrules covering such services.

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10. PAYMENT (I)

All charges named in this Tariff will be assessed against freight and when not absorbed by the ocean and/or connecting carrier are due from the owner/shipper or consignee of the freight. Charges for which the vessel, its owners, or agents have been appraised, will be collected from and payment of the same must be guaranteed by the vessel, its owners or agents of the vessels. Owners and agent of vessels, if and when permitted to make their own deliveries of freight for the wharf, will be held responsible for payment of any charges against freight delivered by them and accruing to the terminal.

11. RESPONSIBILITY FOR AND PAYMENT OF CHARGES (I)

Vessels, their owners, agents, masters, shippers and consignees of goods, docking at or using the facilities by This Tariff thereby agree to be responsible, jointly and severally, for the payments of charges assessed in

accordance with this tariff. Rates rules and regulations of this tariff and liability for charges, apply without regard to the provisions of any bills of lading, charter party agreements, contracts or any other conflicting provisions. All charges for services rendered by the Port of Egegik or for the use of terminal facilities are due and payable in United States currency as they accrue upon completion of such services or uses. Failure to pay invoices when presented shall place the name of the vessel and its owner, operators and agents or other user of the facility upon a "Delinquent List". Vessels whose owners, operators or agents are on the Delinquent List will not discharge to the Port of Egegik or use its facilities until past due charges are paid. Further, a vessel Delinquent List and whose owners are agents have paid due charges, must pay a 50% deposit of estimated charges on voyages subsequent to removal from the Delinquent List with total charges due upon completion of unloading and/or loading before departure.

The Port Administrator may request payment of all charges in advance as follows:

- a. For all charges to the vessel from its owners or agents before a vessel commences its loading or discharging.

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11. RESPONSIBILITY FOR AND PAYMENT OF CHARGES (I)

b. For all charges to the cargo, from a vessel owner, shippers or consignee, before the cargo leaves the custody of the terminal.

c. For all charges on perishable goods or freight of doubtful values or household goods.

d. For all charges to the cargo and vessel, its owners, agents or other users of the Port Of Egegik are placed on the Delinquent List (see paragraph (B) above). In the event a vessel its owner or operator or

other users of the facilities are on the Delinquent List all unpaid charges after thirty (30) days of date of invoice, shall accrue interest at the rate of 12% per annum on the unpaid balance of \$3.00 minimum, whichever is greater.

e. The City of Egegik will not extend credit and will not accept credit extended by shipper.

12. RIGHTS RESERVED BY THE PORT/CITY OF EGEGIK (I)

(A). Right is reserved by the Port of Egegik to furnish all equipment, supplies and material to perform all services in connection with the operation of terminals under rates and conditions named therein.

(B). Right is reserved by the Port of Egegik to enter into agreement with carriers, shippers, consignees and/or their agents concerning rates and services, providing such agreements are consistent with existing local, state and national law governing civil and business relations of all parties concerned.

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13. RIGHT TO REFUSE OR RE-HANDLE CARGO (I) -----		
(A) RIGHT TO REFUSE FREIGHT Right is reserved by the Port Administrator to refuse to accept, receive, unload or permit any vessel to discharge cargo at terminal or appurtenant premises.		

(1) Freight for which previous arrangements for space, receiving, unloading or handling have not been made by the shipper, consignee or the carrier.

(2) Freight deemed extra offensive, perishable or hazardous.

(3) Freight the value of which may be determined at less than the probable terminal charges.

(4) Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight however, may be repacked or reconditioned at the discretion of the Port Administrator and all expenses, loss or damage incident thereto shall be for the account of the cargo.

(5) Freight moving in containers or on platforms with a gross weight of 50,000 lbs. or more.

(B) RIGHT TO REMOVE, TRANSFER OR WAREHOUSE FREIGHT
(Subject to Subrule 34.8 (E) herein)

(1) Hazardous or offensive freight, which, by its nature is liable to damage other freight, will be immediately removed to other locations or receptacles with all expense and risk for loss or damage for the account of the owner, shipper, agent or consignee.

(2) Freight, which in the judgment of the Port Administrator may hamper normal operation of the wharf or terminal.

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13. RIGHT TO REFUSE OR REHANDLE CARGO (I)

- (3) Freight remaining after expiration of free time and freight shut out at clearance of vessel will be piled or reloaded to make space, transferred to other locations or receptacles or removed to public or private warehouse with all expense and risk of loss or damage for the account of the owner, shipper, consignee or agent or carrier as responsibility will appear.
- (4) When it is necessary to assemble, disassemble or break down trailers or lowboys, the cost thereof shall be for the account of the consignee.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT
(Subject to Subrule 34.8 (E) herein)

Right is reserved by the Port Of Egegik to withhold delivery of freight until accrued terminal charges and/or advances against said freight have been paid in full. At the Port Administrator's discretion, any and all of such freight will be placed in public or private warehouse with all costs of removal or subsequently handling and storage for the account of the owner of the freight.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Freight on which unpaid terminal charges have accrued will be sold to satisfy such charges and cost. Freight of perishable nature or of a nature liable to damage other freight will be sold at public auction or private sale without advertising, providing the owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a 30 day period.

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14. EXPLOSIVES -----
<p>The acceptance, handling or storage of explosives or excessively inflammable material shall be subject to special arrangement with the Port Administrator and governed by the rules and regulations of U.S. Federal Regulation, Alaska State Statutes and United States Coast Guard rules and regulations regarding explosives flammable or hazardous materials.</p>
15. TERMINAL STORAGE -----
<p>After expiration of free time as defined in Subrule 34.3 terminal storage for freight, subject to space availability, will be charged as follows:</p> <p>LCL cargo, not containerized cargo, inside - \$0.20 per cwt per day.</p> <p>LCL cargo, not containerized sitting on dock, outside - \$0.45 per cwt per day</p> <p>Full containers (See Note 1) - \$1.60 per day</p> <p>Note 1: Outbound Full containers left past the first sailing of the expressed destination will be charged the above fee, per day, after expired Free Time.</p> <p>Empty containers - \$1.60 per day or by lot rental, per month as described below.</p> <p>Minimum 40' x 60' lots, or in increments thereof:</p> <p>\$300.00 per lot, per month to store empty containers only, per discretion of the Port Administrator.</p> <p>Vans will not be stacked with out the use of stacking cones on Port property. Common carriers must provide the stacking cones.</p> <p>Stacking levels will be determined by order of safety and at the discretion of the Port Administrator.</p>

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15. TERMINAL STORAGE -----		
<p>Containers moved out of storage areas alongside of the vessel and backloaded will be charged for on time and material basis for rehandling in addition to other charges herein.</p> <p>Van security and contents are the responsibility of carrier or consignee while stored on storage space.</p> <p>Container marking (of any type) will solely be the responsibility of the carrier and not with the Port of Egegik, the contractors, Terminal Permit holders, or any element of the City of Egegik.</p> <p>NOTE 1: Outbound Full containers left past the first sailing of the expressed destination will be charged the above fee, per day, after expired free time. Inbound full containers left past the expired free time will be charged the above fee, per day.</p>		
16. VESSEL LIFTING AND LAUNCHING SERVICES -----		
<p>At this time the Port of Egegik does not provide vessel lifting and launching services from the Public Dock. In accordance with Chapter 39, Section 4-B of the City Code, fishing vessels hauling from community place of storage to the Egegik River is \$150.00; and also; \$150.00 from the Egegik River to the place of storage within the community.</p>		
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<p>-----</p> <p>17. WHARFAGE CHARGES - APPLICATION OF</p> <p>-----</p> <p>Wharfage rates named in this tariff will be charged for all merchandise received over the Port of Egegik and will be in addition to all other charges made provisions of the tariff, Except:</p> <p style="padding-left: 40px;">No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during operations.</p> <p style="padding-left: 40px;">One-half (1/2) wharfage named herein will be charged on merchandise discharge or loaded over side of vessel directly to or from another vessel or to the water, when vessel or vessel are berthed at the wharf.</p> <p style="padding-left: 40px;">South bound over-stowed cargo will be charged one-half (1/2) of wharfage and handling charges when offloaded, prior to reloading of the same common carrier.</p>	
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----- 18. GROCERIES ITEM COMMODITY DESCRIPTION -----			
<p>GROCERIES AND OTHER ARTICLES, NOT COLD PACK, FROZEN OR REQUIRING REFRIGERATION, VIZ:</p> <table border="0"> <tr> <td style="vertical-align: top;"> Ammonia Bags, cellulose film, paper, plain or waxed, plastic or foil Bleaching, in pgks, boxes Barley, pearled Beans, dried Bluing, laundry Breads, canned Bulgur, (wheat pilaf) Butter, canned Candles Cereals, cracked, ground, granulated, boiled or rolled cereals, partially prepared for human con- sumption, but requiring cooking Compounds: Cleaning Emulsifying Flavoring Floor sweeping pkgs, boxes Food curing Polishing Preserving Scouring Cream, canned, powered, flaked, or sterilized in hermetically sealed containers Chili Con Carne, canned w/ or beans Chocolate Based mixtures Coconut, prepared Coffee, green or roasted Coffee, extract of (condensed </td> <td style="vertical-align: top;"> Cheese, cheese dips or spreads, cheese foods w/wo other food ingredients Desserts, and Dessert preparations Detergents, cleaning and washing Dressing, salad Drops, cough, breath fresheners Eggs, dried or desiccated Extracts, flavoring or seasoning Fat, anhydrous or dry milk Fillings, pie Fish, including shell- fish, fish balls, canned, dried or preserved Flour, grain or soybean Food, milk, dry or liquid, flavored or not flavored Food, pet food bird seed, cuttlebone, gravel and treats Foods, baby, canned Foods, cereal, NOS Fruit canned w/wo other food ingredients Fruit juices, drinks consisting of natural fruit juices or concentrate w/water added, w/wo sweeteners, </td> </tr> </table>		Ammonia Bags, cellulose film, paper, plain or waxed, plastic or foil Bleaching, in pgks, boxes Barley, pearled Beans, dried Bluing, laundry Breads, canned Bulgur, (wheat pilaf) Butter, canned Candles Cereals, cracked, ground, granulated, boiled or rolled cereals, partially prepared for human con- sumption, but requiring cooking Compounds: Cleaning Emulsifying Flavoring Floor sweeping pkgs, boxes Food curing Polishing Preserving Scouring Cream, canned, powered, flaked, or sterilized in hermetically sealed containers Chili Con Carne, canned w/ or beans Chocolate Based mixtures Coconut, prepared Coffee, green or roasted Coffee, extract of (condensed	Cheese, cheese dips or spreads, cheese foods w/wo other food ingredients Desserts, and Dessert preparations Detergents, cleaning and washing Dressing, salad Drops, cough, breath fresheners Eggs, dried or desiccated Extracts, flavoring or seasoning Fat, anhydrous or dry milk Fillings, pie Fish, including shell- fish, fish balls, canned, dried or preserved Flour, grain or soybean Food, milk, dry or liquid, flavored or not flavored Food, pet food bird seed, cuttlebone, gravel and treats Foods, baby, canned Foods, cereal, NOS Fruit canned w/wo other food ingredients Fruit juices, drinks consisting of natural fruit juices or concentrate w/water added, w/wo sweeteners,
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or instant), dry or liquid Colors, confection or foodstuff	flavoring or coloring non-carbonated Gelatins
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18. GROCERIES ITEM COMMODITY DESCRIPTION (I)	

Germ, wheat	Nutmeats, plain salted,
Goods, bakery, NOS	sweetened, edible
Gravy, canned	Nuts, edible, NOS
Gum, chewing	Oats, rolled
Hash, canned	Oils, cooking, olive or
Hominy or Hominy grits	salads
Honey or Honey Butter	Oleomargarine
Horseradish, in bottles jars, cans	Olives, including stuffed, canned
Jams, Jellies	Paste, tomato
Juices, berry, clam, fruit or other	Peas, dried
Lard or lard substitutes	Peanut butter or peanut spread
Lasagna, canned	Pectin, fruit or veg.
Lentils, dried	Pickles
Lime, chloride of	Pimentos, canned
Lye, household	Popcorn, not popped
Macaroni, noodles, spaghetti or vermicelli, w/wo cheese, meat, sauce or vegetables	Power, baking
Marmalades	Pork and beans, canned
Marshmallows	Poultry, canned w/wo seasoning or other food ingredients
Mayonnaise	Preparations, dry or liquid, NOS
Meal, corn or oat	Preserves
Meats, canned w/wo seasoning or food ingredients	Puddings
Milk, canned, powered, flaked or sterilized in hermetically sealed containers	Ravioli, canned
Mincemeat	Relish, pickle or food
Mixes, breading's, candy frosting, fudge or stuffing	Rice or rice dinners
Mixes, dry, flour based	Sago
biscuit, bread, cake, cookie, muffin, pastry, or roll w/wo	Soda
	Salad, canned
	Salt, table, popcorn or flavored

cheese, fruit, sauce, shortening, vegetables or dry yeast Molasses Mushrooms, canned or dried Mustard, prepared w/wo horseradish Napkins, paper Noodles, w/wo cheese, meat sauce or vegetables	Sauerkraut, juice or brine Seeds, flavoring Seasoning, NOS Shortening Soap Solvent, drain pipe Sorghum, canned Soups or Soup mixes, bouillon cubes
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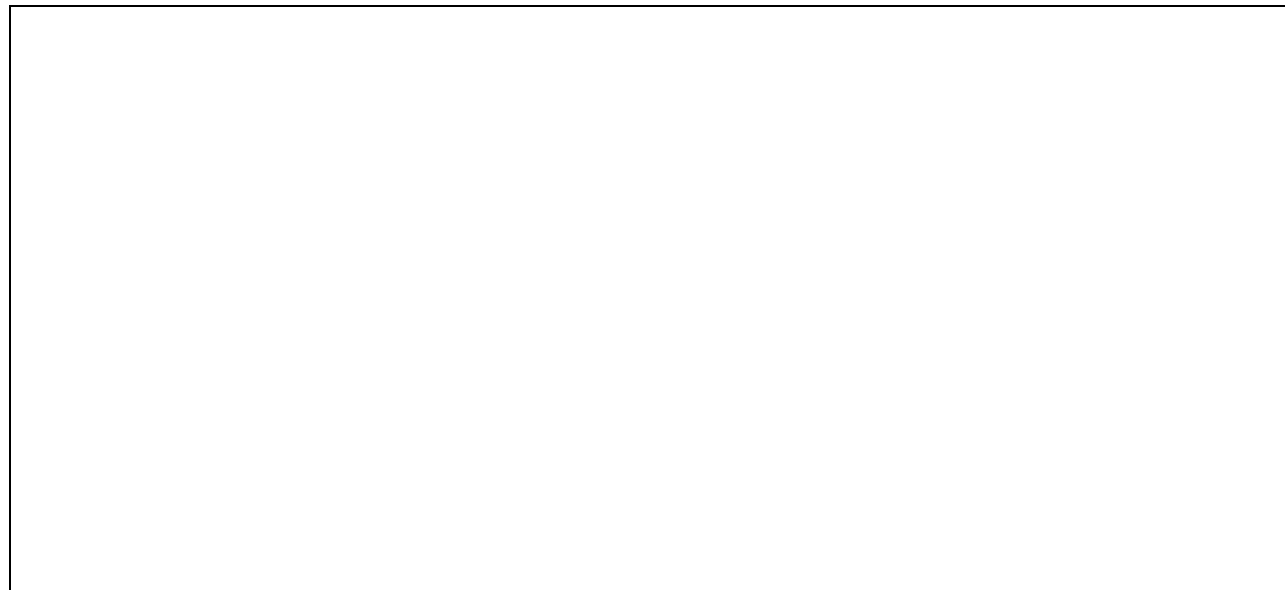
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18. GROCERIES ITEMS COMMODITY DESCRIPTION (I)

Spaghetti, w/wo cheese, meat, sauce, vegetables	Toppings, flavoring or syrup
Spices, including Bay leaves, seasoning powders, herbs, and flavoring ingredients	Vegetables, canned, pre- served or dried w/wo meats, seagoing or other food ingredients
Spreads, fish, meat or meat base, poultry, sandwich other than cheese	Vinegar Washing soap Water, plain, canned (not carbonated or flavored)
Starch	Wax, floor, car or furniture
Sugar	Wrapping paper, plain or waxed, cellulose film, plastic or foil
Sweetening, NOS	Yeast
Tallow, edible	
Tapioca	
Tartar cream of	
Tea, instant	
Tissue, facial cleansing or toilet	



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RULE NO. 34. TERMINAL TARIFFS

19. WHARFAGE AND HANDLING RATES

In cents per 100 pounds (CWT). Applies to LCL, loose stow freight except as otherwise noted.

COMMODITY	WHARFAGE	HANDLING
Appliances (household), coal gas, oil, wood or electrically operated viz.		
Freezers		Ranges, cooking
Furnaces		Refrigerators
Heaters		Stoves, cooking
Heater, water		Stoves, heating
Ovens, baking		
Dishwashing		Drying, laundry
Ironing		Washing, laundry
Washing and drying combined.....	30	55
Autos, Pickup Trucks and Small Trailer (See Notes 1&2).....each	\$30.00	\$30.00
Note 1: excludes house trailers		
Note 2: overstay autos, pickups, trailers, etc., reverts to		

full container rate		
Beer, Ale and Stout.....	43	125
Boats/Vessels more than 20' in length.....each	\$15.00	\$30.00
Boat kits, canoes, skiffs, airplanes.....	90	170
Cement, Drilling Mud, Fertilized.....	20	40
Empty Containers and Vans.....	10	10
Explosives (by special arrangements).....	100	80
Fish, clams, crab, seafood (canned).....	10	30
Fish Roe.....	300	250
Fish, seafood (raw) pumped up to one million lbs.....	120	200
or after one million lbs.....	100	150
Fish, seafood (raw) lifted in totes/ broilers, from Fishing Vessels (independent)	80	80
Freight, NOS.....	30	50
Furniture, wood or metal, set up or not completely knocked down.....	30	60
Glass.....	70	100
Gravel, Loose (per cubic yards).....	100	N/A
Groceries and other articles, as described in Subrule 34.18.....	20	40
Heavy Equipment (Crane Lifted).....	35	55
Heavy Equipment (Ramped to or from vessel)	15	30
For explanation of symbols and abbreviations, see Rule No. 29		
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RULES AND REGULATIONS		
RULE NO. 34. TERMINAL TARIFFS		

19. WHARFAGE AND HANDLING RATES (I)		

Insulation, bundled.....	60	100
Insulation, Rolled or Polystyrene Insulation Material.....	130	240
Liquor, wines and brandies (high alcohol content beverages).....	40	80
Lumber, Viz: Poles or piling, creosoted or not creosoted.....	20	35
Note: Poles and piling discharged overside from vessel water, whether vessel is moored at the dock or not when handled by the dock will be charged at the rate of \$5.00 per ton and the consignee is to furnish staples cable and rope for proper securing and mooring until time of delivery to consignee.		

Lumber, Plywood, Sheet Rock, Glue		
Lamms, NOS.....	20	30
Petroleum or petroleum products, in pkgs.....	20	50
Viz.		
Asphalt	Kerosene	
Fuel Oil	Paint thinning petroleum	
Diesel Oil	Oil	
Stove Oil	Cleaning Solvent	
Grease	Gasoline	
Lubricating Oil	Naphtha	
Transformer Oil	Distillate	
Refined Oil	Liquefied Petroleum Gas	
If dunnage is broken, rate reverts back to full container rate.		
Pipe, steel casing, Construction steel		
Loose to 49,999 lbs.....	20	50
50,000 to 100,000 lbs.....	20	45
100,000 to 200,000 lbs.....	20	45
200,001 lbs and over.....	20	45
Tanks, set-up.....	90	150
Trailers, mobile homes, modular buildings, (non-rolling).....	25	300
Trailers, mobile homes, modular buildings, (on wheels).....	25	150
Vessels (see subrules 34.16 and 34.19 "boats" for rates)		

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For explanation of symbols and abbreviations, see Rule No. 29

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RULES AND REGULATIONS

RULE NO. 34 TERMINAL TARIFFS

19. WHARFAGE AND HANDLING RATES (C)

CONTAINERIZED CARGO
Applies only to full containers or shipping platforms moving intact across the port facilities. Rates do not

include emptying contents onto the dock or extra handling.
Rates are in dollars per container.

FULL CONTAINERS

Incoming and or outbound

20' van flats and bundles w/5' dunnage	\$ 60.00	\$ 50.00
35' to 40' van with forklift pockets	70.00	60.00
35' to 40' van without forklift pockets	100.00	80.00
35' to 40' van with top lift	75.00	60.00

OVERSTOWED CONTAINERS

Southbound or Northbound destined outside of the City of Egegik charged per combined offload & backload.

20' van flats and bundles w 5' dunnage	\$ 25.00	\$ 25.00
35' to 40' van with forklift pockets	30.00	30.00
35' to 40' van without forklift pockets	40.00	40.00
35' to 40' van with top lift	30.00	30.00
35' to 40' van with top lift	60.00	60.00

Oversized flats, platforms, etc., additional
per foot over length charge \$ 3.00

For explanation of symbols and abbreviations, see Rule No. 29

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RULES AND REGULATIONS

RULE NO. 34. TERMINAL TARIFFS

20. WATER CHARGE AT DOCK

1 – 1000 Gal.....\$40.00
 Additional 1000 Gal or increments thereof..... 5.00

Should dock personnel be required to connect, disconnect, roll or put away hoses there will be a minimum charge of 1 hour of attendants time at prevailing wage rate.

21. ICE CHARGE AT DOCK

Purchase of ice, when available, will be assessed at fifty (\$50.00) per ton.

22. FUEL TRANSFER CHARGE

All transferring of fuel oil or gasoline from vessel to vessel or from the Egegik Public Dock directly to vessels is prohibited at the Port of Egegik.

All fuel deliveries by barge over the Public Dock to the City Bulk Fuel Storage Tank Farm will be made in accordance with Chapter 33 (Municipal Dock Operations) and Chapter 38 (Bulk Fuel Utility Acquisitions & Distribution) of the City Code.

The carrier liable for fuel transfer must give proof of liability insurance with Port of Egegik named as certificate holder. This does not relieve the Port of Egegik or holders of Terminal Use Permits from liability for their own negligence. Any persons transferring fuel will comply with all Federal, State and City laws applying to such operations.

For explanations of symbols and abbreviations, see Rule No. 29

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Correction No. 3

RULES AND REGULATIONS

RULE NO. 34. ACCESS TO TARIFF INFORMATION

23. ACCESS TO Tariff Information (IC)

A. GENERAL

Pursuant to 46 CFR 514.8 (k) (v), the official version of this Tariff is the version of any and all tariff objectives published and effective on a specific date in the ATFI central site computer or the ATFI archives. Individual retrievers and by the public at terminals in the Commission's Tariff Control Center

B. TARIFF AVAILABILITY

Public access to the official paper version of this tariff for general viewing and in the event of equipment breakdown of the ATFI system may be obtained at the Carrier's address as shown in the ATFI Organization Record for this tariff at no charge.

The Annual Subscription Fee of \$300, for the official paper version of this tariff, includes corrections, amendments and/or reissues. Remittance must accompany all written requests for initial copy of tariff. Payment of renewal fee is due January 1 for the ensuing year. Copies may be obtained from the Issuing Officer at the Carrier's address referred to in the above paragraph.

For explanation of symbols and abbreviations, see Rule No. 29

PACIFIC COAST TARIFF BUREAU, AGENT
211 Main Street, Suite 530
San Francisco, California 94105
PHONE: (415) 495 - 6320

LETTER OF TRANSMITTAL FOR:

DATE: JANUARY 30, 1996
TRANSMITTAL NO. 2

PORT OF EGEGIK
Terminal Tariff No. 1

Accompanying publication listed below, represents the official version of data as filed on this date in the ATFI central site computer.

Correction Nos. 1 through 3, inclusive.

As Identified on ____ Page Exhibit attached hereto or as follows:

REV.	PAGE	REV.	PAGE	REV.	PAGE	REV.	PAGE
1	8						
1	21						
1	36						

BY: _____

James C. Olsson
Tariff Publishing Officer

cc: PORT OF EGEGIK
CITY OF EGEGIK, ALASKA
Mr. John Purcell
City Administrator
P. O. Box 189
Egegik, Alaska 99579

CHAPTER 21
(Reserved)

CHAPTER 22
(Reserved)

Title IV

REAL PROPERTY ACQUISITION AND DISPOSAL OF CITY PROPERTY

- | | | |
|----------------|-----|--|
| Chapter | 23. | Real Property Acquisition, Management and Disposal |
| | 24. | Eminent Domain; Adverse Possession |
| | 25. | Use of Conveyed Tract "C" Land |
| | 26. | (Reserved) |
| | 27. | Disposition of City-owned Personal Property |
| | 28. | (Reserved) |
| | 29. | (Reserved) |

REAL PROPERTY ACQUISITION, MANAGEMENT AND DISPOSAL

Sections:

1. Rights and powers of city.
2. Acquisition of land.
3. Economic development.
4. Temporary use of city lands.
5. Casual use of city land.
6. Disposal of real property.
7. Methods of disposal.
8. Leases.
9. Easement.
10. Notice of disposal.
11. Definitions.

Section 1. Rights and Powers of City.

The city shall have and may exercise all rights and powers in the acquisition, ownership, holding and disposal of real property in any manner not prohibited by law.

Section 2. Acquisition of Land.

- A. The city may acquire, own and hold real property or any interest in real property inside or outside the city boundaries by purchase, lease, exchange, transfer, donation, condemnation or declaration of taking under the city's power of eminent domain, or any legal method. Unless otherwise directed by the city council, the mayor has authority to negotiate the terms of acquisitions, subject to council approval. All acquisitions shall be by resolution approved by a majority vote of the total membership of the city council. Real property shall be held in the name of "City of Egegik".
- B. The city council may approve and authorize by resolution the purchase of real property or interest in real property by contract of sale, deed of trust, or lease.
- C. Prior to approval of the purchase of property under Sub-Section B of this Section, the mayor shall furnish the city council with an abstract title, an appraisal of the real property, and a review of any problems in acquisition. The validity of any acquisition of purchase of real property by the city is not affected by the failure to furnish the city council with such materials.
- D. Prior to the signing with any private resident or private business owner other than: a) with Alaska Native Corporations created under the 1971 ANCSA Law; b) with local Housing Authorities; or c) on a case by case basis, with the Egegik

Tribal Governing Body – of any purchase agreement for City acquisition of commercial or residential land both within or outside of City boundaries, the City shall require that, at the seller's expense, a qualified Environmental Inspection Agency or Firm selected or approved by the City, shall conduct a comprehensive environmental inspection of the land being considered for purchase within thirty days of the intended sale date. The results of such an inspection shall be presented both to the City and the residential or commercial land owner. If the Environmental Inspection Report contains any corrective action recommendations concerning soil contamination/pollution removal work or other land reclamation action, such work, within a ninety day period, shall be completed by the seller and at seller's expense and a second Environmental Inspection made. This inspection procedure shall be repeated until the land being considered for the City acquisition is determined by the Environmental Inspection Report, to be free of all contaminants and polluted soils or waters. The City shall not sign any real estate purchase agreement with the seller until all land being considered for City purchase meets a final Environmental Inspection Report approval within thirty days of the intended sale.

Section 3. Economic Development Sites.

The city may acquire, own and hold real property, either inside or outside city boundaries, as sites available for new industries which will benefit the city.

Section 4. Temporary Use of City Lands.

The mayor has the authority to issue special land use permits for the exclusive temporary use of city lands. A special land use permit does not convey an interest in the land and may be revoked for cause with 30 day notice. Unless otherwise agreed to in writing, the land will be restored to its original condition upon expiration or revocation of the permit. Easements will not be granted under a special land use permits. Public comment shall be sought before the issuing of a special land use permit in those situations where, in the opinion of the mayor, a hazardous or obnoxious use might significantly affect the surrounding area. Notice of the proposed action shall be published and a period for public comment shall be provided. When significant adverse comment is received, a public hearing shall be held.

A special land use permit shall not be granted for a term exceeding one year. Special land use permits are not transferable nor renewable. Upon expiration, a special land use permit may be re-issued for a term not to exceeding one year.

If a fee is charged for the issuance of a special land use permit, the fee schedule shall be established by the city council.

Section 5. Casual Use of City Land

- A. No permit or lease is required for casual uses of city land.
- B. Any use under this section is at the risk of the user. The city assumes no responsibility for such use.
- C. The city shall notify the public of the location of city lands that are not open to casual use.

Section 6. Disposal of Real Property.

- A. The city may dispose of real property or an interest in real property which has been found to be no longer necessary for municipal purposes. All disposals shall be by non-code ordinance. The minimum time between introduction and adoption of ordinances for disposals other than by sealed bid or public outcry or lottery shall be 30 days longer than required for other non-code ordinances. The ordinance shall include:
 - 1. A finding that the real property or interest in real property is no longer necessary for municipal purposes and a statement of facts upon which such a finding is based;
 - 2. A legal description of the property;
 - 3. Type of interest in property to be disposed of as defined in Section 11;
 - 4. The purpose of the disposal;
 - 5. The method of disposal as identified in Section 7;
 - 6. The value of the property or the value of the interest in property as determined under Subsection B of this Section;
 - 7. The procedure for conducting the disposal and the time, place and manner in which the proposed disposal shall occur.
- B. The value of the property or interest in property shall be fair market value as determined by an appraisal prepared by a qualified appraiser or assessor, or the city council may determine the proposed disposal shall occur.

Section 7. Method of Disposal.

- A. All disposals shall be conducted in a fair and impartial manner. Procedures for conducting all disposals shall be set out in the non-code ordinance authorizing each disposal.
- B. Competitive disposal. The city may conduct the following types of competitive disposal:

1. Sealed bid auction. The minimum bid for a sealed bid auction shall be the fair market value of the property or interest in property as determined under Section 6 B.
2. Public outcry auction. The minimum bid for public outcry auction shall be the fair market value of the property or interest in property as determined under Section 6 B.
3. Lottery. In the case of a lottery, the price of the property or interest in property may be established by the city council.

C. Disposal for public services.

The city council may dispose of real property or an interest in real property to a municipality, state, or federal entity or to a non-profit corporation or association, or a Native Tribal Council, when the recipient is providing a necessary public service to residents of the municipality, without seeking bids and for less than the fair market value of the real property or interest in real property. If a disposal is made under this Sub-Section, the non-code ordinance authorizing the disposal must include in addition to the requirements in Section 6:

1. A finding that the disposal to the entity is for provision of a necessary public service and a statement of facts upon which such a finding is based;
2. A requirement that the conveyance of the property or property interest disposed include a condition that the title will revert to the municipality in the event the property is no longer used for the necessary public service justifying the disposal; and
3. In the event that the entity receiving the property or interest in real property is a Native Tribal Council, a requirement that the Native Tribal council waive any immunity from suit for the purpose of enforcing the revision provision. In the event the City of Egegik ever should be ordered by the Courts to dissolve, all ANCSA 14 (c) (3) lands and other lands which the City has had conveyed to it since 10 April, 1995, shall be conveyed or deeded, prior to dissolution, to the Egegik Tribal Governing Body.

D. Disposal for economic development.

The city council may dispose of real property or an interest in real property to any person or entity in furtherance of local trade or industry without seeking bids and for less than fair market value of that real property or interest in real property as determined under Section 6 B. If a disposal is made to further

economic development, the non-code ordinance authorizing the disposal must include in addition to the requirements in Section 6:

1. A finding that the real property or property interest which is the subject of the disposal will be used in furtherance of local trade or industry; and
2. A requirement that the conveyance of the property or property interest disposed include a condition that the title will revert to the municipality in the event the property is no longer used for the local trade or industry justifying the disposal.

E. Miscellaneous disposals.

The city council may settle disputed claims or litigation by authorizing disposal of real property or an interest in real property.

F. Disposal to settle claims of equitable interest.

Upon a finding by the city council that it is in the public interest, the city may convey real property or an interest in real property for less than fair market value to a person who has a valid claim of equitable interest in the property or in a substantial improvement located upon the property. That finding shall be incorporated in and made a part of the non-code ordinance that accomplishes the conveyance.

G. Disposal for residential purposes.

Upon a finding by the city council that there is a current residential housing shortage in the community and that making a land available for residential purposes at less than market value in the public interest, the city may convey real property or an interest in real property for less than fair market value to a domiciled city resident who seeks the parcel for development and use as a personal place of residence. That finding shall be incorporated in and made a part of the non-code ordinance that accomplishes the conveyance. When real property of interest in real property is disposed of pursuant to this Subsection, the deed or lease must contain a condition subsequent which ensures that if the land is used for any other use than residential use for a period of three years after the disposal, title will revert to the city. In addition, disposals under this Sub-Section shall include a requirement for the construction of a habitable dwelling within five years after the disposal or title will revert to the city.

Section 8. Leases.

A disposal of interest in real property by lease shall follow the requirements of Section 6 and 7. The terms and conditions of leases shall be established by the city council for each such disposal.

Section 9. Easements and use of permanent Easements for Disposal of Real Property.

A. The disposal of interest in real property by grant of easement shall follow the requirements of Sections 7 and 8. The terms and conditions of easements shall be established by the City Council for each such disposal.

B. Permanent easements may be used to dispose of City owned land to private or public, land property owners, in order to provide these owners with access from City roads for purposes; and especially, for private residential purposes. Although the City technically would remain owner of the land underlying the easement, the City would no longer have use of this real estate and, for all practical purposes, the land would be considered as permanently conveyed to the private property owner. Moreover, if the owner should sell the designated property, the easement would follow the sale and the easement land would be conveyed to the new owner.

C. Ordinarily, in order to avoid possible disputes, permanent easements for road access will be issued in a central corridor, 20' wide, from the property of the designated owner to the primary City road to and from which access is required. In no circumstances shall the City issue a permanent easement that would result in any portion of the easement being within twenty feet of any private or public property boundary.

D. A primary reason for the issuance of permanent easements is to enable the City to meet Community land access needs, while avoiding, for all parties, the costly and time consuming process of having to create subdivisions containing relatively small segments of land into lots; and then, paying the legal costs for having these lots deeded to private owners. Accordingly, the City will bear the expenses of issuing permanent easements for public road access purposes; while, property owners shall pay all surveying, platting and legal costs for having City land, previously approved for disposal by the City Council, deeded to them for similar road or utility access purposes.

E. The conveyance of land through use of permanent easements shall occur through Non-Code Ordinance. When real property or interest in real property is disposed, in accordance with this Subsection, the Permanent Easement shall contain a condition subsequent, ensuring that if the easement is not used within a period of three years after the disposal for the specific purposes for which it was disposed, the City will abrogate the easement insurance and land ownership shall revert to the City.

Section 10. Notice of Disposal

- A. A notice of disposal shall be posted in conspicuous public places within the city not less than thirty days before:
1. The date of the bid opening: or
 2. The date of the lottery: or
 3. The date of the auction: or
 4. The date of the disposal.
- B. The notice shall include:
1. A legal description of the property and the type of interest to be disposed;
 2. The method of disposal as identified in Section 7;
 3. The assessed or estimate value of the property or interest in property;
 4. The date of the proposed disposal and the time, place, and manner in which the proposed disposal shall occur.

SECTION 11. Definitions.

As used in this Chapter:

- Abstract of title: A condensed history of the title to land together with a statement of all liens, charges, or liabilities to which the land may be subject.
- Appraisal: An estimate of the value of property by a qualified appraiser.
- Casual use: The temporary, safe, non-exclusive and non-surface-disturbing use of City land and includes but is not limited to such uses as: hiking, hunting, fishing, short-term camping, picnicking, skiing, snow machining or berry picking.
- City boundaries: The city limits, established when the city is incorporated, inside which all city ordinances are enforceable.
- Competitive disposal: The disposal of property wherein no preference is shown to prospective bidder or group of bidders.
- Condition subsequent: An event that occurs after transfer of title which will act to restore title to the maker of the condition.
- Contract of sale: A contract between a willing seller and a willing buyer to

transfer title to property.

Deed of trust:	An instrument, taking the place and serving the uses of a mortgage, by which legal title to real property is placed in a trustee, to secure the repayment of a sum of money or the performance of other conditions.
Disposal;	The act of giving away or selling; the transfer of interest in property.
Disputed claims:	Claim for property that is protested by another, or for property which is also claimed by another.
Domiciled resident:	One who has resided in the city for at least the thirty days previous, maintains an address in the city, and intends to make the City his/her permanent residence.
Easement:	A right or privilege to another's land, such as the right to cross for a specific purpose. Easements allow passage across real property without granting any other ownership right in that property.
Economic development:	To promote the growth of the local economy, increase income of residents.
Eminent domain:	The power of a municipality to convert private property to a public use.
Equitable interest:	A claim (in property or other) which should be recognized in the interest of fairness or equity.
Evaluate:	To judge the quality of.
Federal entity:	The Federal government or agency thereof.
Hazardous use:	A use involving danger; perilous; risky to human health and well-being Interest: In property: A right, claim, title or legal share in that property. Refers to the "bundle of rights", which may be transferred or conveyed separately or in total. Methods of transfer include deed, lease, or easement.
Inventory:	A list of property, containing a description of each article of property.

Lease:	Leases are used to dispose of specific interests in real property without transferring ownership of that property; A contract for exclusive possession of lands or tenements for a determinate period.
Legal description:	that part of a conveyance document which identifies the land or premises intended to be affected by that conveyance.
Litigation:	Contest in a court of justice for the purpose of establishing a right.
Lottery:	A plan whereby the right to obtain interest in property. either by purchase or gift, is decided by luck or change through some type of drawing of names.
Municipality:	A unit of local government organized under the laws of the State of Alaska.
Non-code ordinance:	An ordinance that is not part of the permanent city code.
Nonprofit corporation:	An organization formed under the laws of the State of Alaska not to obtain a profit, but to supply an essential service to its constituents.
Obnoxious use:	A use which people may find objectionable; disagreeable; offensive; displeasing.
Public interest:	Something in which the public, the community at large, has some pecuniary interest (having to do with money), or some interest by which their legal rights or liabilities are affected.
Public outcry auction:	Sale of property to the highest bidder, at a public action where each prospective buyer has the right to enter successive bids until a price is reached at which no higher subsequent bid is made.
Public service:	Activities and enterprises which specially serve the needs of the general public.
Referendum:	A method of submitting an important measure to the direct vote of the whole people.
Revert:	With respect to property, title to go back to and lodge in former owner.

- Sealed bid: A written offer to purchase property, placed in an envelope, and opened along with all other bids (if any) at a public bid opening.
- State: The State of Alaska or an agency thereof.
- Substantial Improvement: A major change or addition to land or real property that makes it more valuable.
- Temporary uses: An exclusive use of city land which has a duration of one year or less, involves minimal disturbance to the land, and does not allow permanent structures or improvements exceeding \$2,000.
- Valid Claim: A legally enforceable claim by a third party.

CHAPTER 24

EMINENT DOMAIN; ADVERSE POSSESSION

Sections:

1. Eminent Domain
2. Ordinances and Vote Required.
3. Adverse Possession.

Section 1. Eminent Domain.

The city may, only within its boundaries, exercise the powers of eminent domain and declaration of taking in the performance of a power of function of the city in accordance with Title 09.

Section 2. Ordinance and Vote Required.

The exercise of the power of eminent domain or declaration of taking shall be by ordinance which shall be submitted to the qualified voters at the next regularly scheduled general election or special election called for that purpose. A majority of the votes on the question is required for approval of the ordinance.

Section 3. Adverse Possession.

The City may not be divested of title to real property by adverse possession.

CHAPTER 25

USE OF CONVEYED TRACT "C" LAND

Sections:

1. Conveyance Background
2. Land Use Experiment: Tract "C", Lot 1; May-August, 1997
3. Phasing-Out of Old Airfield As A Landing Strip
4. Use of Conveyed Tract "C" Land

Section 1. Conveyance Background

On 26, July, 1996, the Alaska Department of Transportation and Public Facilities conveyed to the City of Egegik all of tract "C", as shown on the official plat of U.S.S. 4900, Town site of Egegik, located within Sections 6 and 7, T 23 S, R 49 W of Seward Meridian, Alaska; and Sections 1 and 2, T 23 S, R 50 W SM, Alaska; with the exception of a 75 foot wide strip of the North-South Old Airfield land that the Department retained as part of the new Airfield Access Road. Altogether, the land actually conveyed comprised a net acreage of approximately 62.56 acres. In December, 1996, at the request of the City and following a re-survey of the North-South Airfield strip by Department Surveyors, the Department and the City agreed that the previously surveyed 75' wide airfield access strip shall be reduced to a 60' wide strip and run along the east side of the Old Airfield Strip (rather than down the center of the old airstrip) until it is well past the Old Airfield East-West cross-strip , at which point it call become widened to 100'.

Section 2. Land Use Experiment: Tract "C", Lot 1; May-August, 1997

On 4/13/97, Global Positioning Services, under contract with the City, completed its survey of Tract "C" land and future Lots 1, 2 and 3 were mapped: Lot 3 containing the proposed Clinic/City Hall complex; Lot 2, the Back-U[City Freshwater Well; and Lot 1, the Community Hall and land extending from the Hall to the junction of Central Street on the northwest and the Old Airfield Road on the northeast.

In a related event, at 9:00 p.m. on 4/15/97, Northland Services, Inc., on the one hand, discovered that its cargo barge, indeed, could dock at the Egegik Public Dock in order to unload cargo primarily for Northland's main customer at Egegik; however, on the other hand, Northland learned that the staging areas on the Dock uplands were not adequately compacted to support the usage of Northland's 40 ton forklift for handling 20' and 40' refrigerated conex vans. Accordingly, the City immediately accommodated Northland that evening and early the following morning, by hurriedly allowing use of the hard ground at Tract "C", Lot 1 as an associated Dock staging area. At this location, the 40 ton forklift easily could handle, place and stack the twenty-nine, 40' container vans, plus the fifteen, 20' vans which the forklift stacked on the private land that lay across the State owned Airfield Access Road from the Lot 1 land. Personnel of a local fish processor, as well as City Staff, were permitted by Northland to handle

the vans at the Lot 1 site. On May, 1997, the City issued a "Terminal Use Permit" to the pertinent fish processor (recognizing the arrangement that had transpired) on the terms that no 60' container vans or other cargo should remain stationary on any part of the 60' wide, State owned Airport Access Road that ran between the Lot 1-Staging Area and the private land holding the 20' vans. Also, the City asked that the fish processor not use the Lot 1-Staging area between 10:00 p.m. and 8:00 a.m. daily. (The Port of Egegik Terminal Tariff states on Page 13, Rule No 34- 3 (I) that the operating time for the Port of Egegik will be 8:00 a.m. to 8:00 p.m., from May 1-July 31; and 9:00 a.m.-6:00 p.m. form August 1 through the Port's closure.) For various reasons and to the consternation of Egegik residents living in the neighborhood of the Lot 1 staging area, these, conditions, unfortunately 7, on an ongoing basis from May through mid-July, 1997, frequently were not honored. The effort of the City to accommodate Northland and the fish processor, had, evolved into the Lot 1- Staging Area arrangement becoming a public nuisance. The entire situation reached its nadir point when the City, on Sunday, 6/29.97, verbally was notified by the fish processor that legal action would be taken by the latter if, in effect, the City should continue attempting to abide by the imposed regulations contained in its own Port of Egegik Terminal Tariff and other parts of its Municipal Code; regulations which apparently were perceived as being detrimental to the fish processor's business.

Section 3. Phasing-Out of Old Airfield As A Landing Strip

Despite some near-accidents in the summer, 1997, at the Old North-South, Airfield Runway, the City has been reluctant to stop all plane traffic on the runway until the new Clinic construction to occur on Lot 3 of the runway should begin; and also, until the City eventually might acquire ownership of the new Egegik Airfield from the Alaska Department of Transportation and Public Facilities (DOT-PF). On 6/18/97, the City contracted an air cargo carrier and was informed that larger driven cargo plans of that Company would land at Egegik, if a runway of 3,500 feet were available. Some two weeks later, it was learned from the same Company that the runway length required to fly "Here" planes from Egegik would be 3,700. On 7/9/97, City Personnel measured the entire length of the airfield, including the airfield apron and it was determined that the total length was 3,600 feet. That same day, Statewide Aviation Supervisory Staff at DOT-PF was contacted and the City was informed that for accommodating such larger planes the airfield aprons would have to be reinforced to the same level of compaction as the remainder of the airfield; and also, that the City could construct an additional 100 feet of airstrip at the Airports western bluff end (of the same quality as the remainder of the airfield runway) if the City procured ownership of the entire Egegik Airport. In such a scenario, the City still would remain eligible, as owner of the Airport, for a possible \$1,500,000 project, through Federal ISTEA funds, in order to extend the existing compacted runway from 3,000 feet to 5,000 feet. On 7/10/97, the City requested the Area Superintendant, Southwest District, Statewide Aviation, DOT-PF, to begin the conveyance process whereby the Department would deed the Airport to the City, the first step in the process being a 60 day Public Notice/Response period. Once the Egegik Airport is conveyed to the City, the City would be in a position to close completely the Tract "C", Old Airfield strip and have local, small plane owners tie-down their planes at the Egegik Airport.

Section 4. Use of Conveyed Tract "C" Land

Pursuant to the above three Section of this Chapter, the following uses of the Conveyed Tract "C" land are imposed; uses which may be modified or clarified by future City Ordinances:

A. It is prohibited that Lot 1 be used as a Public Dock Staging Area or that private land in the same area, due to ensuing noise pollution be used for a similar purpose. However, for the term of the 1998 summer commercial fishery season only – contingent on the attached "Land Usage Rental Agreement" being signed in a timely manner both by the Woodbine Alaska Fish Company (WAFCO) and the City – to allow the WAFCO to rent and use a delineated portion of Lot 1, Tract "C", U.S.S. 4900 land that is owned by the City, in order for WAFCO to conduct a refrigerated seafood storage and unloading area, via private generators and a 100 ton capacity forklift, for the storage, and loading and unloading of the 40' and 20' conex vans. The "Land Use Rental Agreement," is to be considered as an essential component of the Ordinance itself, confirming that Lot 1, Tract "C" land can be used by WAFCO for the summer of 1998 only, contingent on the acceptance, in writing, by WAFCO and, as applicable, Northland Services, Inc., of the entire "Land Use Rental Agreement," that now includes: a) a combined monthly land rental payment schedule totaling \$12,000, rather than a since, lump-sum, \$12,000 payment from WAFCO; b) the stronger language contained in Section III of the Agreement regarding WAFCO's payment obligations as related to payment of the Fisheries Business Tax to the State, the 1% Raw Fish Sales/Use Tax to the Borough and a promise to make the incurred 1997, retro payments to the pertinent Egegik commercial fishermen; and, c) the required, adequate liability insurance provisions that, in effect, would hold the City harmless from any accident liability claims – being signed by all parties to the Agreement.

B. Lot 2 shall contain the Back-Up City Freshwater Well; therefore, septic systems or fuel oil containers are prohibited to be installed within a 200 foot radius of the well's surface casing.

C. Lot 3 shall be reserved for the construction of a new Clinic and the Clinic-City Hall complex.

D. Land on the west side of the North-South Old Airfield but south of the East-West Cross-strip, shall be held for a future Lake and Peninsula Borough Building at Egegik.

E. A specified land area on the south eastern side of the former north-south Old Airfield, south of the cross-strip, that is not part of the Airport Access Road, may be used for take-offs and landings of small planes of 150 horsepower or less and weighing 1,300 pounds or less. This landing and take-off area shall be limited to Medevac and emergency plane use; and also, to local residents having permits issued by the City Administrator for aeronautical use of the Tract "C" land. The west

section of the Old Airfield, east-west cross-strip may be used for the Medevac or emergency landings by similar small planes when weather conditions make the use of the southern strip area a dangerous option. In no instance shall planes be allowed to take-off or land by using the central junction of the Old Airfield cross-strip; however, planes may taxi through this area.

**LAND USAGE RENTAL AGREEMENT
BETWEEN THE CITY OF EGEKIK
AND
THE WOODBINE ALASKA FISH COMPANY
PLUS, AS APPLICABLE. NORTHLAND SERVICES INC,**

This Land Usage Agreement, extending from 24, April, 1998, through 30 September, 1998, between the City of Egegik, P.O. Box 189, Egegik, Alaska, 99579, hereinafter referred to as the **City** and the Woodbine Alaska Fish Company, P.O. Box 757, Rio Vista, California, 94571-0757 (P.O. Box 218, Egegik, Alaska, 99579) hereinafter referred to as **WAFCO**, with Northland Marine Services, Inc., P. O. Box 24527, Seattle, Washington, 98124, having a direct interest in the WAFCO operations.

WITNESSED THAT

WHEREAS, the City, in its effort to support private economic development within the Egegik Community particularly as related to the commercial fishery industry on which the majority Egegik residents are financially dependent, has agreed, for the term of the 1998 summer commercial fisheries season only, to allow WAFCO to rent and use a delineated summer commercial fisheries portion of Lot 1, Tract "C", U.S.S. 4900 land that is owned by the City, in order for WAFCO to conduct a refrigerated seafood storage and unloading area, via private generators and a 100 ton capacity forklift, for the storage, loading and unloading of 40' and 20' conex vans; and

WHEREAS, WAFCO, while the Company is in process, during 1998, of constructing a private, conex van storage area (that will be available for company use during the 1999 commercial fishery season) on Company owned land that is closer to proximity to the Egegik Public Dock, has need during the 1998, commercial salmon fishery season at Egegik, has need during the 1998, commercial salmon fishery season at Egegik, to rent from the City, part of the Lot 1, City land in order to store, load and un load the Company's seafood products and related materials in 20' and 40' conex vans, many being refrigerated vans, by means of a 100 ton capacity fork-lift owned by Northland Services, Inc.

NOW, THEREFORE, IT IS AGREED between the parties in consideration of the above recitals and following mutual covenants that:

SECTION I

The **CITY** hereby agrees and promises:

A. To allow WAFCO to use a parcel of Lot 1, 150' long by 100' wide, the north east boundary of which also is the western boundary of the Airport Access Road, with the western boundary length of the parcel also being the eastern boundary of Central Street, for its conex van, refrigerated storage and unloading area.

B. That this land is not part of the Egegik Dock Terminal Land and, therefore, is not covered under the stipulations of the Public Dock Terminal Land Tariff.

C. To rent this land to WAFCO for Company use at a rate of twelve thousand dollars (\$12,000) to be paid for the five month, one week, rental period extending from 24 April, 1998, through 30, September, 1998; contingent on WAFCO paying, no later than 4/23/98, of the full amount of the Alaska Fisheries Business Tax owed to the State Department of Revenue, as wells as all Raw Fish Sales/Use tax owed to the Lake and Peninsula Borough and the City, including interest and penalties. Of this \$12,000 amount, an initial WAFCO payment of \$2,500 shall be paid on 4/24/98 in order to seal this Agreement, with monthly payments of \$2,500 to be received by the City within the first three days of each calendar month from June through August, with a final payment of \$2,000 to be received by the City within the first there days of September, 1998. This Agreement shall have been signed by the City, prior to any heavy equipment being permitted to be moved to the Lot 1, Tract "C" site.

D. For noise pollution reasons and because the Lot 1 lad is located within a residential area, to require and enforce the stipulation that any WAFCO use of Lot 1 parcel or any nearby private land, that involves the use of any fork-lifts or the hauling of conex vans by truck, not occur between 11:00 p.m. and 7:00 a.m. of any given, 24 hour, daily period; except during the 24 hour period in which the barge delivery is occurring.

E. Through use of the Northland Services, Inc., fork-lift, to move, load, and unload conex vans not containing WAFCO cargo, to a designated area not included in the WAFCO rental parcel.

F. To enforce the stipulation that all Woodbine operations occur within the allotted, Lot 1, parcel area and that traffic corridors on all sides of the parcel area remain available for use.

G. To require that WAFCO provide reasonably sufficient personal accident and property liability insurance coverage for any WAFCO operations which may occur: on the Lot 1 parcel; on any traffic corridors surrounding the Lot 1 rental parcel; and, on any traffic corridors leading to and from the Lot 1 rental parcel.

H. As is feasible, to maintain the road around the Lot 1 parcel area and the road to the Lot 1 parcel from the Public Dock.

I. To require of WAFCO that conex cans places on top of other conex cans within the rental parcel, be properly secured and locked into the lower level vans.

SECTION II

WAFCO hereby agrees and promises:

A. To accept and abide by all the stipulations, as pertinent, contained in Section I of this Agreement; namely:

1. In its use of City land, only to use a parcel of Lot, Tract "C," U.S.S. 4900, that is 150' long by 100' wide – the north east boundary of which also is the western boundary of the Airport Access Road, with the western boundary length of the parcel also being the eastern boundary of Central Street – for its conex can, refrigerated storage and unloading area;
2. That it recognized this land is not part of the Egegik Public Dock Terminal Land;
3. To pay the City a sum of twelve thousand dollars (\$12,000), for the period extending from 24 April, 1998, through 30, September, 1998, according to the following Schedule:
a) a \$2,500 dollar had delivered payment on 4/24/98, at the time of the signing of this Agreement and prior to any heavy equipment or conex vans being moved to the Lot 1, Tract "C," land rental site; b) monthly payment of \$2,500 each, for the months of June, July and August, 1998, to be received by the City within the first three calendar day of each month; and c) \$2,000 for the month of September, also to be received within the first three days of that month;
4. In order to avoid noise pollution problems, to refrain from using any fork-lifts or trucks for hauling conex vans, daily between 11:00 p.m. and 7:00 a.m. either on Lot 1 parcel land or any nearby private land; except during the 24 hour period in which a barge delivery actually is occurring;
5. To allow the City to move conex vans (not containing WAFCO cargo) from their location on the Lot 1 parcel land to other City owned Tract "C" land, through the use of the Northland Services Co. fork-lift;
6. To ensure that each of the vehicle travel corridors on all sides of the Lot 1 rental parcel are not eliminated from public use due to WAFCO loading, unloading and Conex van storage activities; and, that these activities on City land are limited and confined to the allotted, Lot 1 rental parcel.
7. In the stacking of all conex cans through use of fork-lifts, to secure and lock all conex vans into the lower level of vans, whether on City or private property.

8. To provide personal accident and property liability insurance coverage that is, in fact, sufficient to render the City reasonably harmless from any claims resulting from any WAFCO or Northland Services, Inc., operations which may occur: on the Lot 1 parcel, on any traffic corridors leading to and from the Lot 1 rental parcel; as well as holding, by this Agreement, the City harmless from any liability involving such WAFCO or Northland Services, Inc., operation; also for WAFCO and Northland Services, Inc., to list Egegik as being additionally insured on those Companies' liability insurance coverage documents.

SECTION IV

The **City** and **WAFCO** further agree:

A. This Rental Agreement is severable; therefore, if any portion shall be held invalid or enforceable, the remainder shall not thereby be invalidated but shall remain in full force and effect.

B. The obligations, responsibilities and interest contained in this Subcontract Agreement shall not be assigned by any party to this agreement.

C. This Agreement contains the entire agreement between the parties and no statements, promises, or inducement made by each party or agent of each party that are not contained in this written Land Use Rental Agreement, shall be valid or binding. Any and all enlargements, alterations or modifications to this Agreement must be approved in writing, plus reviewed, approved and signed by all parties to this Agreement and entered as an Amendment to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Land Usage Rental Agreement, on the date(s) below indicated.

City of Egegik

By: _____

Title: _____

Date: _____

Woodbine Alaska Fish Company

By: _____

Title: _____

Date: _____

Northland Services, Inc.

By: _____

Title: _____

Date: _____

COMMISSIONER'S QUICK CLAIM DEED

THE GRANTOR, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION and PUBLIC FACILITIES, whose address is P.O. Box 196900, Anchorage, Alaska, 99519-6900, acting by and through its Commissioner, under the authority of A.S.02.15.070 (b), for and in consideration, in hand paid, the receipt of which is hereby acknowledged, subject to the below-described interests and conditions, conveys and quitclaims to the **GRANTEE, the CITY OF EGEGIK**, whose mailing address is P.O. Box 189, Egegik, Alaska, 99579, the following described real property and improvements situated in the Kvichak Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

All of Tract "C" as shown on the official plat of the U.S. Survey 4900, Egegik Town site, as accepted by the Chief, Division of Cadastral Survey for the Director of the Bureau of Land Management, Department of the Interior, on June 11, 1974. Said real estate containing approximately 72.76 acres, and located within Section 6 and 7, Township 23 South, Range 49 West, and Sections 1 and 12, Township 23 South, range 50 West, Seward Meridian, Alaska.

EXEMPTING THERE FROM a strip of land formerly identified as the old Egegik Airport north/south runway which is now being used as the access road to the new Egegik Airport. Said strip of land is 75 feet in width, 37.5 feet each side of its centerline. Its centerline is more particularly describe as follows:

Commencing at the TRUE POINT OF BEGINNING being common to corner 5, Tract C, U.S. Survey 4900 and the intersection of the southerly right of way line of Central Street and Airport Road;

thence S 21°02'40" E along a line parallel to and 126.38 feet right of Survey Line 6-7 of said Tract C, a distance of 2050.00 feet;

thence S 06°43'24" E a distance of 803.88 feet;

thence S 20°02'40" E along a line parallel to and 75 feet left of Survey Line 13-12 of said Tract C, a distance of 105.00 feet to the point of intersection with Survey Line 11-12 of said Tract C, the end of this central line description.

The right of way lines of the above described parcel shall be extended or shorted to allow them to intersect with Survey Line 4-5, 5-6 and 11-12 of Tract C U.S. Survey 4900.

The strip of land excepted here from has an area of 10.263 acres, more or less.

The lands conveyed herein contain a net acreage of **62.56 acres**, more of less (Platted acreage of Tract C [72.76 ac.] less lands excepted here from [10.263 ac.]).

This conveyance is subject to:

1. provisions of AS 38.05.030. This conveyance constitutes partial satisfaction of any entitlement the City of Egegik may have now, or in the future, if any, under AS 29.65.
2. valid existing rights therein, if any, including but not limited to the rights and reservations appearing in the Trustee Deed recorded on May 9, 1985 in Book 16 at Pages 905-906, Kvichak Recording District, Third Judicial District, State of Alaska by which the GRANTOR acquired the property.

The **GRANTEE** further release and agrees to defend, indemnify, and hold harmless the State of Alaska, its agents, employees, representatives, contractors and consultants, as related to the above described real property from any and all claims, losses, judgments, demands, suits, consultant and legal costs, requirements, orders, actions of proceedings by either state or federal regulatory agencies, arising out of, or in any way related to any contamination, known or unknown, on, in, under, originating from, or contained within the soil or water located at, adjacent to, or near the above described real property. "Contamination" as use herein includes, but is not limited to, the presence or release of any hazardous substance as identified by any local state or federal regulatory agency, including, chemicals, metals and petroleum products. The "State of Alaska" as used herein includes the Department of Transportation and Public Facilities, as well as all other State Agencies. Should there be any disputes concerning the intended scope of this hold harmless provision, then it is understood and agreed that this clause shall be interpreted to afford the State of Alaska the maximum protection allowed by law.

The GRANTEE'S signature below constitute acceptance of the above described real property as well at the terms and conditions of this conveyance.

DATED this _____ day of _____, 1996.

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 AND PUBLIC FACILITIES

By:

 John D. Horn P.E.
 Regional Director
 Central Region

STATE ACKNOWLEDGEMENT

STATE OF ALASKA)

ON THIS _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, whose position with the City of Egegik is that of _____, known to me to be the identical individual who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same for and on behalf of the City of Egegik with full authority so to do and 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.

(SEAL)

Notary Public in and for Alaska
My Commission Expires: _____

CITY OF EGEGIK

P.O. Box 189
Egegik, AK 99579
Ph: (907) 233-2400
Fax: (907) 233-2231

10 July, 1997

Frank Richards, Area Superintendent
Southwest District, Statewide Aviation
Department of Transportation and Public Facilities
P.O. Box 196900
Anchorage, Alaska, 99519-6900

Dear Mr. Richards:

Following communication with your Office and with that of the Department's Statewide Leasing Officer over the past year; and also as a result of recent events which have dramatized the need of the City to obtain title to its own airfield, the City of Egegik hereby requests that the Department deed to the City the current 3,000 foot Egegik Airfield – that was constructed in 1994 through Federal ISTEA funds -- and that the deeding process immediately begin.

The City hereby states its agreement to abide by all stipulations for owning the Egegik Airport which would be required by Federal and State law, in particular: a) the requirement that any income that may be allowed to be generated from the airfield, necessarily would be spent exclusively on the airport; b) the provision that the City would maintain the airfield itself, plus the road to and from the airfield, and c) the stipulation that the City would adhere to any airfield requirements contained in existing federal grants for as long as they remain in existence.

As you are aware the City is most interested in obtaining ownership of the Egegik Airport in order that, under City ownership, the airfield aprons may be compacted and slightly expanded so as to allow larger cargo planes, such as "Herc" piston driven planes, to load and unload cargo. Under existing conditions, much economic development here is stymied due to nearly all supplies and materials having to be barged into the Port of Egegik between May and early August of each year. Moreover, inasmuch as the economy here is nearly entirely dependent on the renewable sockeye salmon fishery resource, any future economic growth at Egegik entails the City having an airport where larger piston cargo planes can load fresh, fresh-frozen and value-added fish products for direct air-cargo transportation to urban markets.

The City is cognizant of the fact that if the Airfield is expanded from 3,000 feet to 5,000 feet through use of Federal ISTEA funds, via the Department, such a project probably will cost a

minimum of \$1,500,000. The City recently passed Resolution No. 97-08, requesting the Department to rank such an airfield extension as a top priority capital project and continues to request that the Department act favorably on this Resolution. However, in the meantime, the City is convinced that it has the necessary resources both to compact and solidify the existing 600 feet of constructed airfield aprons; and also, to add a small extension to the airfield on the Bristol Bay bluff approach, that would accommodate larger cargo planes at minimal airfield alteration expense. It appears that while awaiting ISTEPA funds for 2,000 foot extension that would fulfill long-term economic development needs, the City, by obtaining ownership of the airfield from the Department, could, itself, make the necessary airfield modifications, at a relatively low cost, in order to meet immediate City needs. Accordingly, the City is asking that the Department deed the Egegik Airport to the City at this time.

Thank you for your attention to this request.

Sincerely,

John Purcell
City Administrator

cc. Richard E Deigh, Mayor

CHAPTER 26**(Reserved)****CHAPTER 27 DISPOSITION OF CITY OWNED PERSONAL PROPERTY****Sections:**

1. Disposal of City Owned Utilities to a Qualified Entity
2. Personal Property Disposition by Value
3. Sale of Surplus or Obsolete Goods
4. Surplus Stock
5. Declaration of Obsolescence

Section 1. Disposal of City owned Utilities to a Qualified Entity.

A. City owned Personal Property Utility System assets, having a fair market value of seventy-five thousand dollars (\$75,000) or more, concerning which a determination has been made by the City Council that it is not feasible or practicable for the City to own and operate such a Utility System, may be disposed by the City Council on a non-competitive basis and at less than fair market value, in accord with the asset value stipulations contained in Section 2-C of this Chapter, when the personal property utility assets are to be used by the new owner for the providing of a public service or for community economic development. Nevertheless, in such disposal circumstances, the Council shall endeavor to obtain some exchange; e.g., real estate or other personal property, that will approach, to some degree, the value of the Utility assets being disposed.

B. Disposal for Public Services:

The City Council may dispose of personal property utility system assets to a public or private entity, in accordance with the limitations on such Council disposal powers as stipulated in Section 2-C of the Chapter, without seeking bids and for less than the fair market value of the personal property or interest in the personal property, when the recipient is providing a necessary public service to residents of the municipality. If a disposal is made under this Sub-Section, then:

1. in instances where the personal assets (personal property or financial interests) to be disposed are valued at \$75,000 or more, a non-code

ordinance, shall be enacted authorizing that the disposal shall occur through a public referendum; or,

2. in instances where the personal assets to be disposed are valued at more than \$1,000 but less than \$75,000, a Council resolution shall be approved authorizing that the disposal shall occur:
 - a) on a competitive basis, with a minimum accepted price, either through the sealed bid process or by public auction; or,
 - b) on a non-competitive basis, without seeking bids and for less than the fair market value of the personal property or interest in the personal property.

Regarding Section 1, B-1 disposals, in addition to the requirements 1-7 listed in Section 1-D of this Chapter, the adopted Council document authorizing the disposal mechanism must include:

1. A finding that the disposal of the utility system assets to a qualified entity is for provision of a necessary public service and a statement of facts upon which such a finding is based;
2. A finding that the recipient of the utility service assets either is State certified to own and operate the pertinent utility service or has supplied evidence that the recipient entity plans to contract with a State certified entity for the operation of the utility; and,
3. A requirement that the conveyance of the personal property or personal property interest disposed, includes a condition that the utility system assets will revert to the municipality in the event the personal property no longer is used for the necessary public service justifying the disposal.

C. Disposal for Economic Development:

The City Council, in accordance with the limitations on such Council disposal powers as stipulated in Section 2-C of this Chapter, may dispose, to any person or entity, of personal property utility system assets or an interest in such assets, in order to promote and stimulate local trade or industry, without seeking bids and for less than the fair market value of that personal property or interest in personal property. If a disposal is made to further economic development, then:

1. in instances where the personal assets (personal property or financial interests) to be disposed are valued at \$75,000 or more, a non-code ordinance, shall be enacted authorizing that the disposal shall occur through a public referendum; or,

2. in instances where the personal assets to be disposed are valued at more than \$1,000 but less than \$75,000, a Council resolution shall be approved authorizing that the disposal shall occur:
 - a) on a competitive basis, with a minimum accepted price, either through the sealed bid process or by public auction; or,
 - b) on a non-competitive basis, without seeking bids and for less than the fair market value of the personal property or interest in the personal property.

Regarding C-1 disposals, in addition to the requirements 1-7 listed in Section 1-D of this Chapter, the adopted Council document authorizing the disposal mechanism must include:

1. A finding that the personal property utility assets or personal property interest that is the subject of the disposal will be used in furtherance of local trade or industry.
2. A finding that the recipient of the utility service assets either is State certified to own and operate the pertinent utility service or has supplied evidence that the recipient entity plans to contract with a State certified entity for the operation of the utility; and,
3. A requirement that the conveyance of the property or property interest disposed includes a condition that title will revert to the municipality in the event the property no longer is used for the local trade or industry justifying the disposal.

D. The City Council, in accordance with the limitations on such Council disposal powers as stipulated in Section 2-C of this Chapter, may dispose, to any person or entity, of personal property utility system assets or an interest in such assets, in order to promote and stimulate local trade or industry, without seeking bids and for less than the fair market value of that personal property or interest in such assets, when City ownership and operation of the pertinent utility system no longer is feasible or practicable for municipal purposes. If a disposal is to be made, then:

1. in instances where the personal assets (personal property or financial interests) to be disposed are valued at \$75,000 or more, a non-code ordinance, shall be enacted authorizing that the disposal shall occur through a public referendum; or,

2. in instances where the personal assets to be disposed are valued at more than \$1,000 but less than \$75,000, a Council resolution shall be approved authorizing that the disposal shall occur:
 - ii) on a competitive basis, with a minimum accepted price, either through the sealed bid process or by public auction; or,
 - iii) on a non-competitive basis, without seeking bids and for less than the fair market value of the personal property or interest in the personal property.....

Regarding D-1 disposals, the minimum time between introduction and adoption of ordinances for disposals shall be 30 days. The ordinance shall include, in addition to the three pertinent provisions listed in either Section 1-B or Section 1-C of this Chapter, the following seven requirements:

1. A finding that it is not feasible or practicable for the City to own and operate the personal property utility system assets or have an interest in such personal property; and a statement of facts on which such a finding is based;
2. The location of all involved personal property utility assets;
3. The purpose of the disposal;
4. The method of disposal identified in Section 1-B or 1-C;
5. The value of the personal property utility assets or the value of the interest in such property, according to the current City inventory or as confirmed by purchase invoices;
6. The procedure for conducting the disposal and the time, place and manner in which the proposed disposal shall occur; and,
7. A finding, regarding the cash amount received from the disposal, that the City must return to the Grantor, in instances where the personal property being disposed originally was paid and purchased (or partially paid and purchased) through reimbursed federal, state and local government grants to the City.

Section 2. Personal Property Disposition by Value.

- A. Personal Property, other than surplus stock – and including utility system assets – that is valued at one thousand dollars or less, may be disposed in accord with such notice and terms considered reasonable by the Mayor with approval of the Council. The Mayor shall take into consideration the value of the article, the reasons for disposal, and the general preference for competitive bid. The Mayor shall report disposals to the Council.
- B. Personal Property, including utility system assets, valued at more than one thousand dollars, but less than seventy-five thousand dollars, shall be disposed through a Council resolution authorizing that the disposal shall occur:

1. on a competitive basis, with a minimum acceptable price, either through the sealed bid process or by public auction; or,
2. on a non-competitive basis, without seeking bids and for less than the fair market value of the personal property or interest in the personal property.

In all instances, documentation concerning the seven requirements listed at the close of Section 1-D of this Chapter and, where applicable, the three provisions listed at the close of Section 1-B or Section 1-C of this Chapter, shall be submitted to the Council, prior to the Council's approving a resolution authorizing the personal property or interest in personal property disposal. Notice shall be posted in at least three public places in the City for at least 30 days prior to the disposal. Property valued at \$15,000 or more but less than \$75,000, will be advertised in the regional weekly newspaper or the Anchorage daily newspaper. Without advertising outside the Egegik City Community, personal property valued at less than \$15,000 may be disposed by a Council resolution authorizing that the disposal occur through the mechanism of a sealed bid process. All notices and ads must contain a description of the property, its location, minimum acceptable bid, limitations if any, plus time and place set for the disposal.

C. Personal Property, valued at seventy-five thousand dollars (75,000) or more, shall be disposed, as far as Council action in the disposal is concerned, through Council adoption of a Non-Code Ordinance authorizing a public referendum for the ratification of the personal property disposal. In disposal circumstances where Utility System assets are being disposed -- as noted in Section 1 of this Chapter -- according to non-competitive bid and for less than fair market value, the Council shall endeavor to obtain some reasonable exchange; e.g., other personal property or real estate, that will approach to some degree the value of the Utility System assets being disposed. Regardless of the above, no disposal of personal property, including Utility System assets, valued at seventy-five thousand dollars (\$75,000) or more, shall be valid unless ratified by a majority of the qualified voters who vote at a regular or special election at which the question of the ratification of the ordinance is submitted. Documentation fulfilling the seven requirements listed at the close of Section 1-D of this Chapter and, where applicable, the three provisions listed at the close of Section 1-B or Section 1-C of this Chapter, shall be submitted to the Council, prior to the Council's enacting an ordinance authorizing the public referendum for ratification of the personal property or interest in personal property disposal.

Codified 5/21/13 Attested: LG

Section 4. Surplus Stock.

All agencies shall submit reports to the Mayor, at such times and in such forms as he or she shall prescribe, showing stock of all supplies which are no longer used or which have become obsolete, worn-out or scrapped.

The Mayor, with approval of the Council, shall have the authority to sell all supplies or equipment which have become unsuitable for public use, or to exchange the same for, or trade in the same on any new supplies or equipment.

Section 5. Declaration of Obsolescence.

No surplus or obsolete supplies, materials, or equipment of a value of more than one thousand dollars may be sold until the Council has declared them obsolete or surplus.

CHAPTER 28

(Reserved)

CHAPTER 29

(Reserved)

Title V.

CITY DEPARTMENTS

- | Chapter | | |
|----------------|-----|--------------------------|
| | 30. | Public Safety Operations |
| | 31. | (Reserved) |
| | 32. | (Reserved) |
| | 33. | Municipal Dock |
| | 34. | (Reserved) |
| | 35. | (Reserved) |

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PUBLIC SAFETY OPERATIONS

Sections:

1. Establishment of City Police Department
2. Police Officer/Chief: Appointment, Functioning and Status
3. Ordinary Powers and Responsibilities
4. Staff Duties
5. Governing Rules and Regulation
6. Conduct of Members
7. Custody of Property Including Stolen Property

Section 1. Establishment of Police Department.

A. The City creates its own independent Police Department in accordance with AS 29.35.250 "City Powers," insofar as the Lake and Peninsula Borough has chosen not to exercise area wide police/public safety powers. In accord with AS 29.35.400, a liberal construction shall be given to all powers and functions of the City's Police Department. In accord with AS 29.35.410, "extent of Powers," (particularly "Notes to Decisions") the City of Egegik "...may exercise implied authority in police control where the exigencies of municipal life seem to require more rigid regulation than is required in the state at large." This implied authority particularly is applicable during the annual, summer, commercial fishery season at Egegik.

B. The City shall conduct public safety operations in accordance with this ordinance and interpretive regulations as approved by the City Council and implemented by the Mayor and City Administrator. The City shall hire a Police Chief/Officer to exercise a permanent public safety presence within the Community. Preferably, the appointed Police Chief/Officer shall have had a minimum of ten years, satisfactory police experience elsewhere. The Police Chief, as required, shall work in conjunction with the Alaska State Troopers at King Salmon, the District Attorney's Office at Dillingham and the Magistrate Judge at Naknek, as well as with the Alaska Department of Corrections Personnel and pertinent Staff of other State Agencies, Federal Agencies, Regional Native Corporations or the Egegik Tribal Council.

Section 2. Police Officer/Chief: Appointment, Functioning and Status.

A. The Police Officer/Chief is hired by the City Administrator with approval of the City Council. Notification of the selection will be made to the Alaska State Troopers. While under administrative authority of the City Administrator, the Police Chief/Officer shall exercise public safety authority within the Department in accordance with the statutes of the State of Alaska and the City's Municipal Code, in a manner completely independent of the City Administrator or the City Council. In the exercise of the public safety operations, Member of the City Council and the City Administrator shall be treated by the Police Chief/Officer in the same manner as any

other person whom the Police Chief/Officer needs to confront. As is feasible, at any given time, the Police Chief will be issued all necessary equipment required to ensure Department confidentiality. The City Administrator will ensure that available residents are present when prisoners need to be held in the City hold cell or jail.

B. The Police Officer/Chief, by virtue of appointment, shall have the authority and responsibility to direct any and all City public safety operations, including but not limited to fire prevention and control, plus search and rescue operations.

C. The Police Officer/Chief shall be an exempt City employee and, consequently shall establish his/her own working hours in accord with his/her employment contract agreement with the City. As an exempt employee, the stipulations of the Police Officer/Chief's employment contract shall take precedence over any conflicting regulations contained in the City's Personnel Policy and Handbook.

D. The Police Officer/Chief will be required by contract to be present within the Egegik Community in order to direct and exercise public safety operations, on an ongoing basis, during the annual time period from 1 June through 31 July.

E. With the approval of the City Administrator, the Police Officer/Chief shall hire, terminate from employment and exercise supervisory authority over any other Department Personnel who may be employed by the Department on a seasonal or permanent basis. No other Department Personnel shall be an exempt employee. The Police Officer/Chief also will direct and exercise authority over any public safety personages with whom the City may contract a non-employee basis. The number of Department Staff will be determined by the City Council on recommendation of the Police Chief and City Administrator.

Section 3. Ordinary Powers and Responsibilities.

A. The Police Chief/Officer has the power, authority and responsibility to enforce all City Ordinances, to keep the peace; and, to serve all warrants executions and other processes properly directed and delivered, as may be provided by law. The Police Chief/Office is authorized to cite, apprehended and, as mandated, to arrest persons allegedly violating this Municipal Code as well as State and Federal law. The Police Chief/Officer will carry a firearm. S/he will be an Ex Officio Member of the City Council's Alcoholic Beverage Advisory Board.

B. The Police Chief/Officer will have responsibility for ensuring that the ongoing dockage and wharfage operations of the Egegik Public Dock, including bulk fuel deliveries, occur in a peaceful, effective manner, in compliance with Chapters 33 and 38 the of the Municipal Code, as well as applicable State and Federal requirements. The Police Officer/Chief will be familiar with the Coast Guard approved Dock Operations Manual and Facility Response Plan; and also, the separate Facility Response Plan and Spill Prevention Control and Counter-Measure Plan approved by the Environmental Protection Agency.

C. The Police/Officer, as qualified, will assume the duties, with the Clinic Physician's Assistant or Community Health Aide; to coordinate and undertake an immediate emergency

medical response in traumatic accident situations; to stabilize the condition of the victim in preparation for the medevac flights; to transport the victim to the nearest primary health care facility; and, to resuscitate the patient and administer first aid to persons injured in an emergency. The Police Chief/Officer shall assist the Physician's Assistant or Community Health Aide in emergency medical response situations and will cooperate in developing protocol for dealing in a coordinated effort with such situations.

D. The Police Chief/Officer will hold authority to exercise immediate supervision of special response teams such as search and rescue teams and fire prevention and control teams. The Police Chief/Officer will assist the designated Person In Charge of Egegik Public Dock and Bulk Fuel tank Farm Spill Response Operations, to coordinate spill response procedures to be performed by the special response team listed in the Facility Response Plans. Ordinarily, such special response team members shall serve on an "incident only" basis. The Police Chief Officer shall approve payments which may be made to reimburse response team members for clothing damages, etc., incurred while fighting fires or while rendering team services to the City in other capacities. For purposes of this section, temporary holding cell guards and fire fighting volunteers are considered special response team members.

Section 4. Specific Duties.

Specific duties of the Police Chief/Officer shall include but are not necessarily limited to the following:

- A. formulate drafts of Public Safety ordinance amendments to be submitted to the City Administrator for introduction to the City Council;
- B. formulate and update a Department Policies and Procedures Manual;
- C. exercise confidentiality and protection of the reputations, as is feasible, of all persons with whom the Department is involved;
- D. assist in the training of local residents regarding emergency response practices, especially pertaining to oil spill response practices and to procedures to be followed by the volunteer fire department;
- E. Be responsible for the maintenance and care of all City property being used in the fulfillment of duties;
- F. maintain the City holding cell and be responsible for anyone being held;
- G. prepare and maintain Department records of all law enforcement incidents, as required by the Courts, the District Attorney and the Municipal Code; also, prepare and maintain other applicable reports and documents as required.
- H. assist the City Administrator in announcing emergency situation which may arise and in communicating information regarding such emergencies to all applicable agencies;
- I. as necessary, to be in direct communication with the King Salmon Office of the Alaska State Troopers or with other regulatory and enforcement agencies concerning Department matters;
- J. assist, as necessary, in the transportation of sick patients for more technical medical care;
- K. aid in the transportation of deceased members of the Community to and from mortuaries, etc.;
- L. provide alcohol and other drug misuse prevention education in the Public School;

- M. impound vehicles and firearms in accord with applicable State and City laws; and
- N. represent the Department before the Press and General Public.

Section 5. Rules and Regulations.

The operations and working procedures of the Public Safety Department as conducted by the Police Chief/Officer, shall be governed by Alaska statutes, this Municipal Code, the Department's approved "policy and Procedures Manual", the content of his/her Employment Contract Agreement, Alaska Court decisions and directives of the City Council. The adopted rules and regulations may include, among other matters, uniform and equipment to be worn or carried, protocol or procedures, hours of service, training, vacation and other similar matters necessary or desirable for maximum Personnel effectiveness, moral and efficiency.

Section 6. Conduct of Department Members.

It shall be the responsibility and duty of the Police Chief/Officer that all Department Staff, especially himself/herself, act in a professional manner before the Community and refrain from conduct which brings discredit to the City. The Police Chief/Officer shall make a conscious effort not to use unnecessary or unreasonable force in the performance of law enforcement duties, particularly in resolving of domestic violence incidents.

Section 7. Custody of Property Including Stolen Property.

A. The Police Chief/Officer has custody of all property and equipment which comes into the Department's possession in the course of the exercise of law enforcement activities. S/he shall be responsible for an inventory listing of all such property, equipment and supplies, plus the proper maintenance of same.

B. The Police Chief/Officer shall establish rules and regulation for the storage of property possessed as a result of law enforcement activities. No person shall use any such property for any private purpose, nor shall any person without proper authority remove such property from the relegated property storage area. The above includes all lost, stolen, abandoned, or otherwise unclaimed property which comes into the possession of the Department, with the exception of vehicles, for which State law otherwise provides.

CHAPTER 31

(Reserved)

CHAPTER 32

(Reserved)

CHAPTER 33

MUNICIPAL DOCK OPERATIONS

Article I. Administration of Dock

Section:

1. Ownership
2. Enforcement
3. Maintenance and Management
4. Duties of Dock Manager
5. Disclaimer of Liability
6. Assumption of Risk by Vessel Owners
7. Emergency Action
8. Authority to Remove Vessels
9. Ordinances
10. Dispute Resolution

Section 1. Ownership

The Egegik Dock is owned and operated by the City of Egegik.

Section 2. Enforcement

The City of Egegik is responsible for enforcing the provisions of this chapter unless otherwise noted herein. Where provisions of this chapter are subject to the jurisdiction of either state or federal agencies, the City of Egegik will have no enforcement authority unless such agencies have delegated such authority to the City of Egegik. The City Egegik may enter into an Enforcement Agreement with the Alaska State Troopers in conjunction with the Village Public Safety Officer located in Egegik for enforcement of specific provisions of this chapter.

Section 3. Management and Maintenance.

The City of Egegik retains authority for managing and maintaining the Dock in conformance with the terms of this chapter. The responsibility for some or all duties necessary for the administration of the Dock in conformance with the terms of this chapter may be performed by the Dock Manager.

Section 4. Duties of the Dock Manager.

The duties of the Dock Manager shall include:

- A. enforcing the provision of this chapter and other legally enforceable statutes, ordinances and regulations related to maintenance and operations of the Dock;
- B. ordering any vessel improperly anchored, moored or berthed to change its position as deemed necessary within the discretion of the Dock manager for proper operations of the Dock as provided by this chapter;

C. reporting to appropriate state or federal agencies any violations of the laws enacted for the protection of navigation and the preservation of navigable waters, particularly any encroachment on the waterway by dumping of material of any sort into the waterway or throwing overboard or setting adrift or allowing to be set adrift anything that is or might become obstructive or dangerous to navigation;

D. reporting to appropriate state or federal agencies all violations of laws enacted for the protection of the environment.

Section 5. Disclaimer of Liability.

The authority granted to the Dock Manager shall not create an obligation or duty requiring the dock Manager to take any action to protect or preserve any person, vessel or property utilizing the dock facilities. Neither the City of Egegik nor the Borough assume any liability for loss or damage to vessels, equipment, appurtenances, tackle, provisions, mooring lines, gear, supplies, or any article attached or relating to a vessel, whether maintained or affixed to a vessel or separately stored at the Dock facilities.

Section 6. Assumption of Risk by Vessel Owners.

The owner of any vessel shall assume all risk of damage or loss to his property of any kind while moored at the Dock.

Section 7. Emergency Actions.

No provisions of this chapter shall be construed to limit the dock Manager or the City of Egegik from taking action necessary to protect life, limb or property in the case of fire or extreme emergency.

Section 8. Authority to Remove Vessels.

Failure to observe any of the provision or regulation of this chapter will entitle the Dock Manager or the City of Egegik to eject, remove, or require the removal of any vessel from the Dock. This provision shall be in effect regardless of any lease, permit or other right of the boat or vessel owner.

Section 9. Ordinances.

The provision of this chapter shall be enforceable by law for all provisions adopted through ordinance by the City of Egegik. The City Council may, at its discretion, amend this chapter from time to time by ordinance.

Section 10. Dispute Resolution.

The Dock Manager shall be responsible for resolving disputes between users of the dock. Any unresolved disputes, or disputes that are not satisfactorily resolved between the Dock Manager and dock users, or disputes involving the Dock Manager and dock users, shall be referred to the Egegik City Council for resolution.

Article II. Freight Operations

Sections:

~~11. Freight Barge Deliver Times~~

~~12. Special Deliveries During Fishing Season~~

Eliminated from City Code by Ordinance 98-05; 6/16/98.

Codified 5/21/13 LG

Sections:

13. Fuel Barge Delivery Times

14. Special Delivery During Fishing Season

15. Egegik Spill Plan

16. Existing Spill Plans

17. Spill Prevention Plans

18. Spill Prevention Equipment

19. Federal and State Oil Pollution Laws

Section 13. Fuel Barge Delivery Times.

Barge delivery fuel to the Dock shall be restricted from use of the Dock from June 20 through July 21.

Section 14. Special Deliveries During Fishing Season.

Special deliveries during the period of June 20 through July 21 may be made only upon prior written approval by Egegik City Council. Fuel shipments receiving approval from Egegik City Council for deliveries between June 20 and July 21 may be scheduled for arrival only during closures established by the Alaska Department of Fish and Game, and only if such deliveries are made with sufficient time to off-load shipments and depart prior to the next scheduled fishing opening.

Section 15. Egegik Spill Plan.

In compliance with U.S. Coast Guard regulation, the Egegik City Council shall prepare and maintain a Facility Operations Manual for the fuel operation at the Dock. In addition, the Egegik City Council shall continue to maintain in full force and effect the Spill Prevention Control and Countermeasure Plan prepared for the Egegik City Council owned and operated bulk fuel tanks.

Section 16. Existing Spill Plans

All freight and fuel barges or vessels shall be required to maintain current authorization from state and federal agencies with respect to Oil Spill Contingencies Plans or such other plans or manual as may be required by law.

Section 17. Spill Prevention Plans.

All freight and fuel barges or vessels shall be required to maintain current authorization from state and federal agencies with respect to Oil Spill Contingencies Plans or such other plans or manual as may be required by law.

Section 18. Spill Prevention Equipment.

Equipment for emergency response for oil spills at the Dock shall be maintained on or adjacent to the Dock in accordance with state and federally mandated requirements.

Section 19. Federal and State Oil Pollution Laws.

It shall be unlawful to violate any state or federal law governing the discharge of oil or fuel into the Egegik River. Nothing in this section shall be found to be in conflict with existing state or federal laws and regulations governing navigable waters of the United States.

Article IV, General Use Provisions

Sections:

20. Permit Required
21. Payment of Moorage Fees and Permits
22. Refusal of Moorage for Non-Payment or Non-Compliance
23. Location of Moorage
24. Unauthorized Moorage
25. Beaching of Vessels
26. Vessel Speeds
27. Storage on Dock
28. Fire Hazards Prohibited
29. Spray Painting of Vessels Prohibited
30. Explosives
31. Responsibility for Children
32. Bicycles and Motorcycles
33. Parking of Vehicles
34. Operation of Vessels While Under the Influence of Alcohol or Drugs
35. Reckless Operation Prohibited
36. Traffic Lanes and Anchoring of Fish Boats
37. Moorage Restrictions During Fishing Season
38. Vessel Size Restrictions During Fishing Season
39. Fresh Water Dispensing

40. Navigational Lighting on Dock

Section 20. Permit Required

It shall be unlawful for any person to moor any vessel at the Dock without first obtaining a permit to do so from the Egegik City Council and paying all fees required by this chapter. A copy of this ordinance shall be delivered along with the permit to the permitted upon payment in full of the permit fee. Permits must be renewed on an annual basis.

Section 21. Payment of Moorage Fees

Moorage fees shall be due and payable in advance to the City of Egegik. Payment shall be made to the City of Egegik at its business office or as authorized by the Egegik City Council. Payment of such fees shall entitle the owner of a vessel for which all moorage fees have been paid to a permit to tie up for the period of the of the permit, to the right to take on fresh water at the Dock facilities, and to use solid waste containers at the Dock. The fees for use of the Dock facilities shall be established and amended by resolution of the Egegik City Council.

Section 22. Refusal of Moorage for Non-Payment or Non-Compliance

The City of Egegik reserves the right to refuse moorage to any vessel owner who fails to abide by the provisions of this chapter or other applicable rules and regulations established by the Egegik City Council.

Section 23. Location of Moorage

All vessels with a valid moorage permit shall moor vessels to the Dock in the manner directed by the Dock Manager and in conformance with the moorage configuration attached to the Operations Plan as Exhibit "B ", which is attached hereto and made a part thereof by reference.

Section 24. Unauthorized Moorage

Any vessel moored to the Dock without a valid permit or without consent of the Dock Manager may be liable for trespassing.

Section 25. Beaching of Vessels

No vessel larger than thirty (30) feet in length shall be beached along the shore adjacent to the Dock on property leased or owned by the City of Egegik except in cases of emergency or with the permission of the Dock Manager.

Section 26. Vessel Speeds

Vessels shall not exceed 5 miles per hour within 300 feet of the Dock

Section 27. Storage on Dock

- A. The Dock and Trestle shall be maintained free and clear of any objects or items.
- B. No person may store or place upon the Dock, Trestle or approach any repair parts, machinery, equipment, or gear in conjunction with the loading or unloading of a vessel or at work areas designated by the Dock Manager.
- C. Facilities for open storage of boats, skiffs, nets, reels and other items of equipment are not available, and any of the above items left improperly upon the Dock, Trestle, or approach will be deemed to be in violation of this chapter and shall be subject to impoundment by the Egegik City Council.

Section 28. Fire Hazards Prohibited

- A. No person may leave a fire or flame unattended aboard a vessel while moored at the Dock. A fire or flame is unattended unless the owner, operator, or other person over the age of eighteen years who has demonstrated capability for moving the vessel is aboard the vessel.
- B. No person may store, deposit, or leave on the Dock or other harbor facility any gasoline, lubricated oil, or other combustible liquid of any nature or description, except temporarily in conjunction with the loading or unloading of a vessel.
- C. A person using a torch or other flame-producing device in or upon a vessel, the Dock, or other Dock facilities, shall provide, and have immediately available for use, an approved fire extinguisher or hose connected to a water supply system adequate for suppressing any fires that may result from the use of a flame-producing device.
- D. No person may smoke on the Dock in areas designated by a appropriate signs as non-smoking areas.

Section 29. Spray Painting of Vessels Prohibited

No person shall spray paint a vessel while the vessel is moored at the Dock.

Section 30. Explosives

No person shall load or unload gunpowder, giant powder, fireworks, dynamite or any other explosive to or from any vessel from or upon the Dock or other Vessel at the Dock without first obtaining a permit to do so from the Egegik City Council.

Section 31. Responsibility for Children

No parent or other adult person responsible for the care or custody of any child under the age of sixteen (16) years may permit that child to be on or near the Dock unless accompanied by an adult.

Section 32. Bicycles and Motorcycles

Bicycles, three and four-wheelers, and motorcycles are prohibited on the Dock unless being used for loading and off-loading of freight.

Section 33. Parking Vehicles

Vehicles shall be parked only in designated parking areas.

Section 34. Operation of Vessels While Under the Influence of Alcohol or Drugs

No person shall operate a vessel at the dock while under the influence of alcohol or narcotic drugs.

Section 35. Reckless Operation Prohibited

The operation of a vessel in any manner which unreasonably interferes with the free and proper use of the Dock, or unreasonably endangers the users of the waters adjacent to the Dock over which the City of Egegik has jurisdiction, is prohibited.

Section 36. Traffic Lanes and Anchoring of Fishing Boats

No person shall anchor or moor a vessel for fishing or other purposes on any body of water over which the City of Egegik has jurisdiction, including approaches to the Dock, in such a position as to obstruct a passageway ordinarily used by other vessels. Navigation buoys shall be installed to guide vessel traffic to the Dock in such a manner that the set net operations are protected and barge moorage lanes are open and clear.

Section 37. Moorage Restriction During Fishing Season

During official fishing openings established by the Alaska Department of Fish and Game and when set nets adjacent to the Dock are set out, vessels shall be restricted to mooring along the face (north edge) of the Dock only.

Section 38. Vessel Size Restriction During Fishing Season

During official fishing openings established by the Alaska Department of Fish and Game, no vessel longer than thirty (30) feet in length will be allowed to navigate between the Dock and the Trestle and the set net sites adjacent to the Dock while the nets are out. No boats longer than thirty (30) feet in length will be allowed to beach between the trestle and the set nets adjacent to the Dock while the nets are set out. These restrictions shall not apply to boats utilized by the operators of the set net sites adjacent to the Dock.

Section 39. Fresh Water Dispensing

Fresh water shall be available for Dock users having valid moorage permits from the hose and valve located in the vault on the Dock.

Section 40. Navigational Lighting on the Dock

The Dock shall have lighting on the northeast and northwest corners as required by the U.S. Coast Guard regulations. The deck crane shall have lighting as required by the Federal Aviation Administration. (See Exhibit "B" for location of navigation aids.)

Section 41. City Use of Purchased Set Net Site.

On 30 September, 1997, the City purchased, through a three year installment payment Agreement, the Set-Net Site immediately up-river from the Egegik Public Dock. This purchase was accomplished; in order that all freight barges could operate at the face of the Public Dock, during commercial fishery activities of any fishing industry user group. Accordingly, the City shall not sell or lease this Set-Net Site to any other party.

Article V. Solid Waste Disposal

Sections:

- 42. Disposal of Solid Waste
- 43. Disposal of Oversize Materials
- 44. Waste Disposal Fees

Section 42. Disposal of Solid Waste

- A. No person may dump or deposit any waste, litter, garbage, refuse, debris, or petroleum product into the water or onto the Dock.
- B. All garbage, trash, refuse, and waste to be disposed of shall be deposited in garbage containers located at the Dock.
- C. No person may pump any bilge containing oil or gasoline while at the Dock.

Section 43. Disposal of Oversize Materials

Objects too large to fit into the waste containers located at the Dock shall be properly disposed of elsewhere at the owners expense.

Section 44. Waste Disposal Fees

Permits for mooring vessels shall include charges for the ordinary and reasonable disposal of waste in the container located at the Dock.

CHAPTER 34
(RESERVED)

CHAPTER 35
(RESERVED)

Title VI.

UTILITIES AND PUBLIC FACILITIES/EQUIPMENT

- Chapter**
- 36. Freshwater System Tariff
 - 37. Wastewater System Tariff
 - 38. Bulk Fuel Utility, Fuel Acquisition and Distribution
 - 39. City Equipment
 - 40. City Property, Inventory and Files
 - 41. Solid Waste Landfill/BOS Management & Operations Policy
 - 42. Wastewater Septic Restrictions
 - 43. City Airport Operation and Regulations
 - 44. Airport Disadvantaged Business Enterprise Policy
 - 45. Payment Management System for Freshwater and Wastewater Utility Systems

CHAPTER 36

FRESHWATER SYSTEM TARIFF

Sections: As Contained in Tariff Document

1. Authority for Rules and Regulations
2. Nature of Service Offered
3. Application and Conditions for Water Service
4. Vacant (Repealed by Ord. 03-02)
5. Vacant (Repealed by Ord. 03-02)
6. Special Conditions of Service (also, see Chap. 45)
7. Customer Complaints
8. Metering (See Section 12)
9. Meter Reading (see Section 12)
10. Extension of Mains
11. Non-Recurring Charges
12. Rate Schedules

APUC No. _____ Original _____

Sheet No. 1 _____

Sheet No. _____

TARIFF NO. 1
RATES AND REGULATIONS FOR THE USE & SUPPLY
OF WATER
UTILITY SERVICE

THROUGHOUT

CERTIFIED AREAS OF THE CITY OF EGEKIK

BY

CITY OF EGEKIK

Tariff Advice No. _____

Effective: FEBRUARY 1, 1996

Issued by: CITY OF EGEKIK

By: _____
Richard Deigh

Title: MAYOR

TARIFF NO. 1

RATES AND REGULATIONS FOR THE USE & SUPPLY

OF WATER
UTILITY SERVICE

THROUGHOUT

CERTIFIED AREAS OF THE CITY OF EGEGIK

BY

CITY OF EGEGIK

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Effective: FEBRUARY 1, 1996

Issued by: CITY OF EGEGIK
 By: _____ Title: MAYOR
 Richard Deigh

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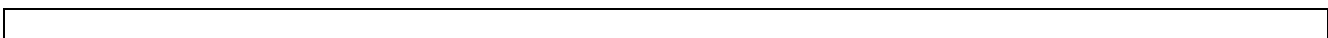
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RULES AND REGULATIONS

1. AUTHORITY FOR RULES AND REGULATIONS

1.1 Adoption

These Rules and Regulations have been adopted by the City Council of the City of Egegik in compliance with the City Code.

No individual officer, agent or employee of the City of Egegik has the authority to waive, alter or emend these Rules and Regulation, except in emergency situations.

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CITY OF EGEKIK UTILITIES

RULES AND REGULATIONS

1.2 DEFINITIONS

“Accessible” means capable of being reached quickly for operation, removal or inspection without requiring those desiring access to climb over or remove obstacles or to unlock doors.

“After Hours Callout” means the service provided by the City Utility for a fee, occurring after normal business hours on weekend or on Utility designated holidays.

“APPLICANT”: An “applicant” is an individual, firm, partnership or corporation applying for water service.

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CITY OF EGEGIK UTILITIES

RULES AND REGULATIONS

1.2 Definitions (CONTINUED)

“CERTIFIED COSTS”: The costs of materials furnished to a project that have receipts submitted by the developer to the utility that clearly provide a price per unit for materials furnished.

“ Commercial of Industrial Service” means the type of service rendered to a premise utilized primarily or substantially for business purposes or other than as a living accommodation for occupants.

“CONNECTION PERMIT”: A document issued by the utility to an individual, premise utility primarily or substantially for business purposes or other than as a living accommodation for occupants.

“CUSTOMER”: A “customer” is an individual, firm, corporation partnership, institution, or association receiving water service from the Utility.

“FINAL INSPECTION”: The inspection which occurs prior to the start of the 2 year warranty period.

“Fire Service Area” means that areas within 400 feet of a Utility owned fire hydrant.

“Key Box” means that part of the water distribution system which is located at the property line for the purpose of providing access to the water connection for turn-on and off of service.

“Locate” means to mark the horizontal course of a water facility on the overlying surface.

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CITY OF EGEGIK

RULES AND REGULATIONS

1.2 Definitions (CONTINUED)

“Negligence of the customer” means any damage by the customer, which includes failure to protect utility equipment from freezing,

“Normal Business Hours” means the hours between 9:00 A.M. and 5:00 P.M. Monday through Friday excluding Utility recognized holidays.

“Notice to Proceed” is the document issued by the utility that establishes the date on which work is to start and from which contract time is to run.

“Owner” means a person, partnership or corporation having ownership or interest in any premise is supplied water service by the Utility. a purchaser of property whose real estate contract is being held by the owner of the fee as a security interest, shall be deemed the Owner.

“Payment and Performance Bond” is a surety furnished by the contractor or developer, on behalf of the utility, that is conditioned to replace all work and in accordance with the terms and performance requirements of a contract and to correct any deficiency that becomes apparent before the end of a warranty period.

PERMIT: A document issued by the utility to a developer, individual partnership or corporation which allows connection to the utilities facilities. This document specifies the connection type, location and size.

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CITY OF EGEGIK

RULES AND REGULATIONS

1.2 Definitions (CONTINUED)

“Residential Service” means The type of service made available to single or multifamily dwelling units not available for transient occupancy.

“Service Area” means a customer request for assistance that requires the Utility to respond by having Utility representative visit the customers premise. A Service Call will require customer payment of a fee as prescribed in the Non-recurring Charges section of this tariff.

“Tariff” means the rules, rate schedules and regulations and other documents filed on behalf of the City of Egegik for furnishing water service to areas authorized by the Alaska Public Utilities Commission.

“Temporary Construction Service” means the provision of water service to a home, business or industrial building while facility is under construction. This service will be normally provided between the period May 1 and October 15 of each year. Conditions for utilization of this service are covered in “Special Service Conditions” section of this tariff.

“Thaw Wire” means the wire leading from the water main in the street or right-of-way to the ground surface at the key box which is installed for the convenience of the customer for the thawing of the entire service line.

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CITY OF EGEGIK UTILITIES
<p>RULES AND REGULATIONS</p> <p>1.2 Definitions (CONTINUED)</p> <p>UTILITY: The term "Utility" whenever used herein shall mean the City of Egegik Public Works Division appointed representative.</p> <p>"Water Main Extension Agreement" is a special agreement between the utility and an individual, partnership, corporation or any other legal entity for the express purpose of setting the requirement for extension of the utilities facilities.</p> <hr style="width: 30%; margin-left: 0;"/> <p>"Water Meter" means a device which measures and registers the quantity of water supplied to a customer.</p> <p>"Water Service Connection" means that part of the water distribution system extending from the water main to the property line of the premises to be served.</p> <p>"Water Service Extensions" means that part of the water distribution systems which extends from the Key Box at the property line into the premises being served.</p>
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CITY OF EGEGIK UTILITIES
<p>RULES AND REGULATIONS</p> <p>2.0 NATURE OF SERVICE OFFERED</p> <p>2.1 Sources of Supply Treatment</p>

The City of Egegik owns, operates and maintains water production and treatment facilities within the City of Egegik in order to furnish potable water in accordance with standards established by the Alaska Department of Environmental conservation and the United States Environmental Protection Agency.

2.2 Distribution System

The City of Egegik owns, operates and maintains distribution systems for conveyance of potable water throughout is designated service area and sells water at rates approved by the City Council.

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RULES AND REGULATIONS

2.0 NATURE OF SERVICE OFFERED

2.1 Source of Supply Treatment

The City of Egegik owns, operates and maintains water production and treatment facilities within the City of Egegik in order to furnish potable water in accordance with standards established by the Alaska Department of Environmental conservation and the United States Environmental Protection Agency.

2.2 Distribution System

The City of Egegik owns, operates and maintains distribution

systems for conveyance of potable water throughout its designated service area and sells water at rates approved by the City Council.

2.3 Nature of Service Offered-Mandatory Subscriptions

There is established a Mandatory Subscription of the Freshwater Utility System; that is, all buildings and facilities adjacent to the piped water system shall be connected to the City Freshwater Utility System.

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CITY OF EGEKIK UTILITIES

RULES AND REGULATIONS

RESERVED FOR FUTURE USE

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CITY OF EGEGIK UTILITIES

RULES AND REGULATIONS

3.0 APPLICATION AND CONDITIONS FOR WATER SERVICE

3.1 Application Process

Water service will be provided to an applicant for service upon approval of written application for service. application form are available at the Egegik Community Building, City of Egegik

located at Post Office Box, Egegik, AK 99579. If for convenience of the Utility and the applicant, an applicant is accepted verbally, via telephone or otherwise, the applicant shall sign a written application within ten days of the verbal acceptance of service. a verbal acceptance of an application obligates the applicant to pay for utility furnished services in accordance with Section 3.2 of this tariff.

3.2 Conditions of Service

Upon approval of the application for service the applicant, now the customer, is contractually obligated to pay for the service in accordance with rates, rules and regulations established in this tariff.

3.3 Account Records

All account records shall be established by account number and tied directly to the legal description of the premises being served. The account records shall be maintained in the name of the person who requested the service and who remains liable for charges related to the use of the service.

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CITY OF EGEGIK UTILITIES

RULES AND REGULATIONS

3.0 APPLICATIONS AND CONDITIONS FOR WATER SERVICE
(CONTINUED)

3.4 Customer Deposit

Any Customer receiving service from the Utility shall be required to

place a security deposit at the time of approval of the application for service or as a condition of restoration of service after discontinuance for failure to pay. The deposit shall be equal to the applicable monthly minimum monthly charges. For metered customers the minimum monthly charge will be estimated and applied as noted above.

3.5 Term of the Deposit

A security deposit shall be held by the Utility in an interest bearing account and returned to Customer after one year of service provided the Utility has not been forced to discontinue service for failure to pay and if the Customer has not been delinquent in payment more than once in any 12 consecutive months.

3.6 Reimbursement of Deposit upon Disconnection of Service

A security deposit will be refunded to a Customer within 25 days after the Customer signs a disconnect order to discontinue service. Any finds due the Utility will be deducted from the deposit prior to refunding.

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CITY OF EGEGIK UTILITIES

RULES AND REGULATIONS

6.0 SPECIAL CONDITIONS OF SERVICE

6.1 Access to Utility Facilities

All Customers shall grant the Utility admittance to Customer owned premises, after reasonable notice, for the purpose of inspecting, repairing and/or operating any facility connected to or

owned by the Utility. Failure to provide reasonable access will result in discontinuance of service.

6.2 Customer Responsibility-Water Connection and Water Service Extension

The Water Service Connection and Water Service Extension shall be kept in good repair by the Customer, occupant or owner of the premises. This responsibility extends to include the key box and thaw wire. The Customer, occupant, or owner shall be responsible for all leaks, breaks in the water service or water extension and for any damages resulting from a leak or break, other than damages or or acts of the Utility. The Customer is responsible for thawing of the water service connection and water service extension (from the main to the Customer premise), unless the freezing condition can be demonstrated to be the result of a Utility system malfunction and beyond the control of the Customer.

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RULES AND REGULATIONS

6.0 SPECIAL CONDITIONS OF SERVICE (CONTINUED)

6.3 Use of Water Service Extension Ground-customer Responsibility

The Utility recognizes that at times the Customer may use the water service extension as an electrical ground. The Utility will not be responsible for damage that might result in the event this method of grounding is inadequate. The Utility reserves the right to make any physical change to any part or all of the distribution system without

regard to the effect such change may have on the overall adequacy of the grounding system.

The Utility will not be responsible for the safety of any person who might be injured by coming into contact with the Customer water service connection or extension that is used as an electrical ground.

6.4 Alternations to the Water distribution System-Requirements

A permit is required from the Utility to make any connection to the mains of the Utility or to make alterations in any conduit, pipe or fitting connecting therewith.

6.5 Unauthorized Use of Key Box

The Customer is prohibited from turning the water on or off at the key box. The Customer will be charged the actual cost of repairing the facility, and any damage resulting from this unauthorized activity. The Customer will also be charged a fee (as shown in the Non-recurring Charge Section) for each occurrence of this unauthorized activity.

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CITY OF EGEGIK UTILITIES

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6.0 SPECIAL CONDITIONS OF SERVICES (CONTINUED)

6.6 Utility Caused Service Interruptions

A. Unscheduled Interruptions

The Utility undertakes reasonable care and diligence to provide a constant supply of water at a minimum average system pressure, but reserves the right, at any time, without notice, to turn off the water in its mains for the purpose of making repairs or extensions, or for any other reasonable

purpose. The Utility will not be liable for a deficiency or failure, regardless of cause, in the supply of water or water pressure, nor any damage caused thereby. Any damage caused by interruption of service to Customer premise equipment, such as boilers or water heaters, will be borne by the Customer.

- B. The Utility will provide advance notice for scheduled temporary interruptions in service. The Utility will make an effort to contact all Customers 24 hours in advance of the scheduled interruption in service, stating the probable duration of the interruption in service.

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CITY OF EGEGIK

RULES AND REGULATIONS

6.0 SPECIAL CONDITIONS OF SERVICE

6.7 Reserved for Future Use

6.8 Resale of Water

No Customer shall have the right to resell water delivered to the Customer premise unless a special agreement has been signed by the Customer and the Utility. The Customer supplying the water will be responsible for all charges and fees required by this tariff.

The duration of the Agreement for Resale of Water will not exceed 90 days and will provide for an inspection of the premise receiving the temporary service to assure that no cross-connection occurs. This service is not intended for use in the construction of new homes or other buildings.

6.9 Customer Provision of Inside shut-off Valve

All Customers receiving water service from the Utility shall provide a separate shut-off valve inside the Customer premise for which service is being requested. The valve shall be located on the service extension entering the building, ahead of any branch lines, and readily accessible in the event of an emergency.

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CITY OF EGEGIK UTILITIES

RULES AND REGULATIONS

6.0 SPECIAL CONDITIONS OF SERVICE (CONTINUED)

6.10 Unauthorized Use of a Fire Hydrant

No person, except Utility personnel an Fire Department personnel in the case of fire, shall use any Utility owned fire hydrant. Any person found in violation of this provision will be formally charged with a formal complaint.

6.11 Service Calls

A. Normal Business Hours

Service calls, including water turn-on or turn-off, will be made between Normal Business Hours (9:00 A.M. and 5:00 P.M. Monday through Friday) except for holidays. A service connection will be turned-on or turned-off at the request of the Customer only if the customer or his representative is present at the premises and to observe or respond to the inquiry. Missed appointments, all subsequent Service Calls shall bear a service charge for each additional visit.

B. After Hours

After hour Service Calls (holiday, Saturdays, Sundays and between the hours of 5:00 P.M. and 9:00 A.M. Monday through Friday) will require payment of an after hour call-out fee in addition to all other accumulated charges.

6.12 Temporary construction Service

Upon Submittal of an application for service by the builder/contractor, the Utility will provide Temporary Construction Service form an approved main service-

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6.0 SPECIAL CONDITIONS OF SERVICE (CONT'D)

connection. For rates and charges for this class of service the rates shown in Schedule F Section 12 will be charged for a 30 day minimum. The builder/contractor is responsible for the billing which will commence upon the installation of the service extension and will continue until the builder/contractor requests a turn-off of the service billing.

7.0 CUSTOMER COMPLAINTS

7.1 Complaint Procedure

Any Customer desiring action by the Utility may file a complaint with the Utility concerning the adequacy of the water service provided or the failure of the Utility to comply with the Rules and Regulations pr rate schedules established by this tariff. A complaint may be filed only by a Customer who is the subject of the complaint. Customer complaints are to be delivered to the Utility office located at the Egegik Community Hall, City of Egegik P. O. box 189, Egegik, AK 99579. Complaints can be registered by mail, in person or by telephone. All complaints will be answered in like manner and as expediently as possible.

7.2 Complaint Appeal

Any complaint not settled through the satisfaction of the Customer through the standard complaint process noted above may be submitted to the City Council.

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CITY OF EGEGIK UTILITIES

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8.0 METERING

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CITY OF EGEGIK UTILITIES

RULES AND REGULATIONS

10.0 EXTENSIONS OF MAINS

10.1 Main Extensions-General

The Utility will extend it mains to provide water service with in its certified service area by the following methods;

- A. Extension by Water Main Extension Agreement

10.2 Extension Standards

The following standards apply for extension of a Utility owned water main;

- A. All extensions must be within the certified service area of the Utility.
- B. All extensions must be within a publicly dedicated right-of-way or easement thirty feet (30) or larger in width, except joint use easements must be a minimum of forty feet (40).
- C. Construction Standards of the Uniform Plumbing code shall apply.
- D. All plans and specifications for any extension must be completed by a Registered Professional Civil Engineer licensed in Alaska.
- E. All plans must be approved by the Utility, the City of Egegik and the State of Alaska department of Environmental Conservation.
- F. The mains must be flushed, tested and disinfected prior to service connection installation.

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RULES AND REGULATIONS

10.0 EXTENSIONS OF MAINS (CONT'D)

10.3 Extensions of Mains by Water Main Extension Agreement

The Utility will extend its existing facilities either:

- A. using its own resources, as approved by the City Council, for supplying water as far as property lines existing residences and businesses; or
- B. through Water main Extensions Agreements for all new developments.

The Utility will extend is existing facilities by a Special Agreement known as a Water Main Extension agreement. No work is to begin until the Water Main Extension Agreement is signed. Following are the Terms and Conditions of this Special Agreement:

- 1.0 The developer desiring to extend service will bear 100% of all costs for the administration, design, construction and warranty requirements of the extension.
- 2.0 The Developer will administer the design and construction contracts for the project.
- 3.0 The Developer will reimburse the Utility for cost such as plan review, contract provisions such as issuing the "Notice to Proceed", inspection during construction, final and warranty inspection fees.
- 4.0 The Developer shall be responsible for obtaining all permits.
- 5.0 The developer shall be responsible for all design costs and approval by the agencies noted in Section 10.2(E)

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10.0 EXTENSION OF MAINS (CONT'D)

10.3 Extension by Mains by Water Main Extension Agreement (Cont'd)

B. Extension by special Agreement – Terms and Conditions

6.0 All rights-or way or easements must be obtained by the developer, for the benefit of the Utility, for placement and permanent access of the facilities being constructed under the provisions of the Water Main Extension Agreement.

7.0 All Plans and Specifications shall be approved by the Utility prior to "Notice to Proceed" with

construction.

- 8.0 All work shall be done in accordance with the Standard specifications of the Uniform Plumbing Code.
- 9.0 Upon completion of the construction and before the final inspection that starts the 2 year warranty period, the Developer will provide the Utility with As-built drawings of the facilities constructed.
- 10.0 Prior to issuance of the "Notice to Proceed" the Developer shall post a Payment and Performance Bond to assure completion of the project free of all encumbrances and shall post the Bond for the two year warranty period, guaranteeing against defects in workmanship and materials. The Bond shall be provided for the benefit of the Utility. In the case of local contractors, this requirement of posting payment and performance bonds may be waived by the City for all work costing less than \$100,00.

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CITY OF EGEGIK UTILITIES

10.0 EXTENSION OF MAINS (CONT'D)

10.3 Extension of Mains by Water Main Extension Agreement (Cont'd)

11.0 Upon completion of construction and acceptance of the facilities after the final inspection, the facilities become the property of the Utility, subject to the provisions of the two year warranty period.

12.0 The Developer agrees to correct any defect during the two year warranty period, except that in the case of an emergency the Utility will make repairs and be

reimbursed by the Developer.

13.0 The Developer agrees to commence water service to portions of the system that will not risk freezing due to low occupancy or use. All costs incurred by the Utility as a result of freezing will be borne by the Developer.

10.4 Water Main Oversizing Costs

Should the Utility require the installation of water mains larger than the standard 8 inch diameter, the Utility may enter into an agreement to reimburse for the oversizing that does not benefit Developers property. Water main oversizing cost reimbursement amount is calculated by subtracting from the certified costs of the pipe, valves and fittings that are required by the Utility for installation, the costs of the pipe, valves and fittings that are required to serve the developers property.

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CITY OF EGEGIK UTILITIES

RULES AND REGULATIONS

10.0 EXTENSIONS OF MAINS (CONT'D)

10.5 Final Inspection and Warranty

A. Final Inspection Fee

The Utility shall perform the "Final Inspection" of the facility for an estimated fee to be paid prior to issuance of the 'Notice to Proceed" with construction. The fee will be charged to the Developer on a time and materials basis. Any difference between the actual cost and the estimated fee will charged/refunded to the Developer.

B. Final Inspection-Content

The "Final Inspection" will consist of the following Procedures.

- 1.0 Check of each mainline valve, hydrant valve and valve box to assure access to the valve and to assure the valve is operable, at the proper location and depth.
- 2.0 Check each fire hydrant for plumb, and operation. Each hydrant valve location is to be noted on the street face of the hydrant.
- 3.0 Check each service line Key Box for access and check the curb stop for proper operation.
- 4.0 Perform the pressure and continuity test on the mains, hydrants and service connection.

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RULES AND REGULATIONS

10.0 EXTENSION OF MAINS (CONT'D)

10.5 Final Inspection and Warranty (Cont'd)

B. Final Inspection-Content (Cont'd)

- 5.0 Prior to the start of the 2 year warranty period any deficiencies found during the "Final Inspection" process must be corrected. Upon successful completion of the "Final Inspection" and all fees and encumbrances have been paid, the Utility will provide the Developer with documentation that the facilities have been accepted for use subject to the

conditions of the 2 year warranty period.

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CITY OF EGEGIK UTILITIES

11.0 NON-RECURRING CHARGES

RULE	SERVICE FEES AND SPECIAL CHARGES	CHARGE
6.4	Permit for Water Connection Inspection (on proper inspection)	\$100.00(I) (T)
6.4	Water Extensions (by others), Inspection Fees including testing, continuity, flushing and leaking testing	Actual Cost
8.1	Meter Installations (removal and reinstallation)	
	A. 5/8" – 1"	\$60.00 (I)
	B. Meters Larger Than 1"	Actual Cost (C)

8.8	Meter Testing (Customer Request)	
	A. 5.8' – 1"	\$60.00 (I)
	B. Meters Larger Than 1"	Actual Cost (C)
6.11(A)	Water service connection Turn-on or Turn-off (per visit) except for New Service After Hours Call our fee	\$60.00 (I) (T)
	Unauthorized use of Company facilities or equipment	
6.5	Key Box, Minimum	\$60.00 (I) (T)
6.10	Fire Hydrant, Minimum	\$120.00 (I) (T)
6.11	Restoration of Water Service	
	A. During Business Hours	\$60.00 (I)
	B. After Business Hours	\$120.00 (N)
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11.0	NON-RECURRING CHARGE (CONT'D)	
RULE	SERVICE FEES AND SPECIAL CHARGES	CHARGE
6.11(B)	Duplicated Local Service	
	A. (after first call-out during business hours)	\$60.00 (I)
	B. After Business Hours	\$120.00 (N)
4.7	Returned Check Charge	\$20.00 (I)

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CITY OF EGEGIK UTILITIES

12.0 RATE SCHEDULES

SCHEDULE A

The rates and charges shown in these schedules are the monthly service charges for water service only. Charges for installing, disconnecting, or reconnecting any service are in addition to the rates contained herein.

SCHEDULE A-1

GENERAL DOMESTIC SERVICE

Single or Multiple Family Unit, Per Family Unit with Individual Connection \$30.00

Vacancy Rates: The rate shall consist of \$15.00 or one-half of the water charge.

Vacancy rate shall be applied for in advance in writing by the Customer. Such vacancies are subject to field verifications during this period.

Special Conditions: Schedule A-1 is restricted to service used exclusively for general domestic purpose as distinguished from commercial or other uses of water service.

For metered Service, See Scheduled B.

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Richard Deigh

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CITY OF EGEGIK UTILITIES

SCHEDULE A-2

GENERAL RETAIL BUSINESS USE
(EXCLUDES LOGES, GUEST HOUSES, HOTELS & MOTELS)

Monthly Rate—when open for business at least 8 days per month: \$50.00
Vacancy Rate (monthly basis): \$25.00

SCHEDULE A-3

LODGES, GUEST HOUSES, HOTELS & MOTELS
(Having four or more rooms available for customer service)

Monthly Rate: May 16 – October 15: \$250.00

October 16 – May 15: \$ 50.00

The Community School will be assessed the \$250.00 rate during the school year and the \$50.00 rate during the summer vacation period.

SCHEDULE A-4

FISH PROCESSING BUSINESS

Monthly Rate: April 1 – September 15: \$700.00 per month (5.5 Months)

September 16 – March 31: \$ 77.00 per month (6.5 Months)

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Section 12. a) "Rate Schedules-Schedule A-4, Fish Processing Businesses" Hereby Repealed.

b) "Rate Schedules-Schedule B, Metered Water Service," is repealed and reenacted as follows:

Section 12. Rate Schedule B-4 "Commercial Businesses-Metered Water Rate" –

- A. There is established a metered water rate for specifically determined commercial businesses. The metered rate includes a base minimum water charge and the metered water rate. The base minimum charge is credited against the metered rate.
- B. Schedule B-4: Commercial Business Metered Water Rate:
1. Monthly minimum base rate: \$500 per month
 2. Monthly Metered Rate: \$0.01 per gallon for the first metered 1,500,000 Freshwater Gallons the City provides to the firm in a given year; and,

\$0.015 per gallon for all Freshwater Gallons the City provides to the firm in excess of 1,500,000 Gallons in a given year.

- C. Meters shall be read on the first calendar day of each month. Based on the readings, the City Administrator or that person's designee than shall determine the prior month's Freshwater Utility payment due the City.

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CITY OF EGEKIK UTILITIES
12.0 RATES SCHEDULES (CONT'D)
SCHEDULE C
WATER SERVICE FROM FIRE HYDRANTS (RESERVED FOR FUTURE USE)

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CITY OF EGEGIK UTILITIES

12.0 RATE SCHEDULES (CONT'D)

SCHEDULE D

FIRE PROTECTION SERVICE

RESERVED FOR FUTURE USE



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CITY OF EGEGIK UTILITIES

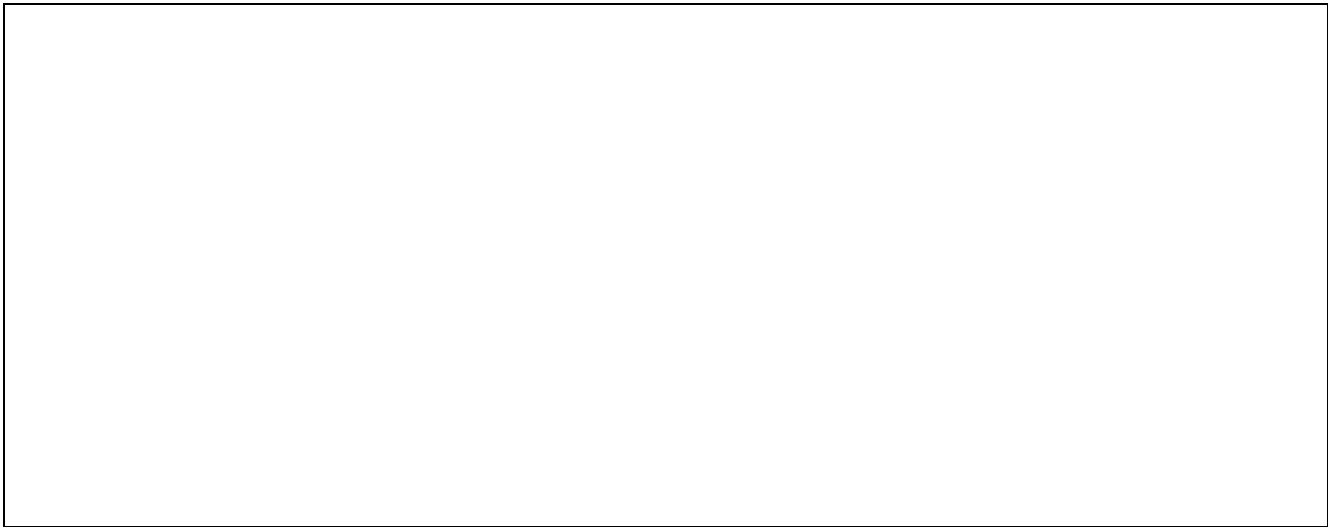
12.0 RATE SCHEDULES (CONT'D)

SCHEDULE E

REGULATORY COST CHARGE

The Regulatory Cost Charge is a special surcharge applied to all regulated retail customer billings to pay the utility's share of the budget of the Commission.

Regulatory Cost Charge .420% of billing (I)



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CITY OF EGEGIK

CITY OF EGEGIK
P.O. BOX 189
EGEGIK, AK 99579

SEWER SERVICE

APPLICABLE TO ENTIRE SERVICE AREA

RATES, RULES, AND REGULATIONS

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CITY OF EGEGIK

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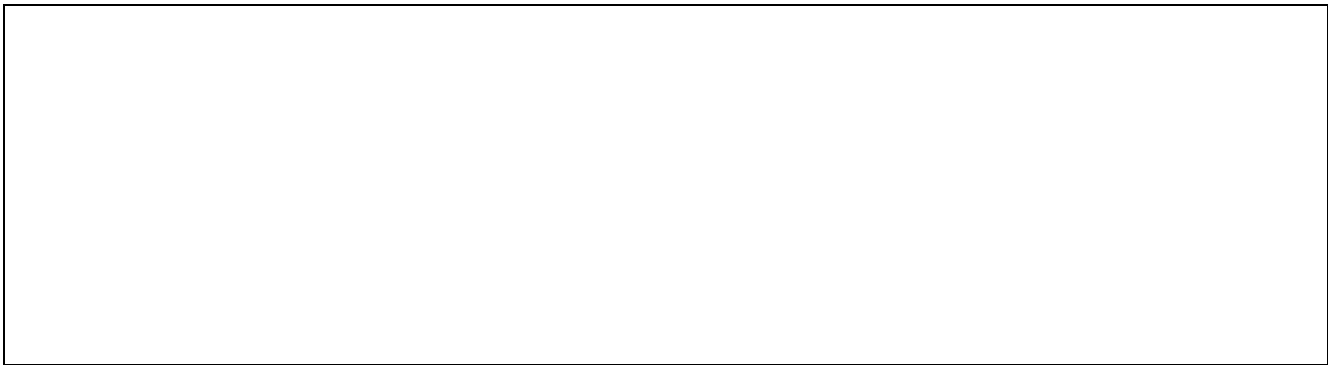
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CITY OF EGEGIK UTILITIES

CITY OF EGEGIK'S SERVICE AREA DESCRIPTION
(SEWER ONLY)

With reference to the Seward Meridian, Alaska

Beginning at the northwest corner of the South 1/2 of unsurveyed Section 30, T21S, R50W, Seward Meridian (S.M.), the True Point of Beginning hereof, thence west to the intersection with the boundary of the Territorial Sea; thence meandering southerly along the boundary of the Territorial Sea to the intersection with a line extending west from the southeast corner of the northeast 1/4 of unsurveyed Section 25, T23S, R51W, S.M.; thence east to the northeast corner of the southeast 1/4 of the unsurveyed Section 25, T23S, R50W, S.M.; thence north to the southwest corner of unsurveyed Section 18, T23S, R49W, S.M.; thence east to the southwest corner of the southeast 1/4 of unsurveyed Section 17, T23S, R49W, S.M.; thence north to the intersection with a line extending east from the northeast corner of the southeast 1/4 of unsurveyed Section 30, T22S, R49W, S.M.; thence west to the southeast corner of the northeast 1/4 of unsurveyed Section 29, T22S R50W, S.M.; thence north to the northeast corner of unsurveyed Section 20, T22S, R50W, S.M.; thence west to the northwest corner of unsurveyed Section 20, T22S, R50W, S.M.; thence north to the northeast corner of the south 1/2 of unsurveyed Section 30, T21S, R50W, S.M., the True Point of Beginning, containing 127 square miles, more or less, all in the State of Alaska.

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CITY OF EGEGIK UTILITIES

RULES AND REGULATION

1. AUTHORITY FOR RULES AND REGULATIONS

1.1 Adoption

These rules and regulations have been adopted by the City of Egegik in accordance with the City Code.

No individual officer, agent or employee of the City of Egegik Has the authority to waive, alter or amend these Rules and Regulations except in emergency situations.

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CITY OF EGEGIK
<p>1.2 Definitions</p> <p>UTILITY: The term "Utility" whenever used herein shall mean City of Egegik or its duly appointed representative.</p> <p>CUSTOMER: A "customer" or "consumer" is an individual, firm, corporation, partnership, institution, or association receiving sewer service from the Utility.</p> <p>APPLICANT: An "applicant" is an individual, firm or corporation applying for sewer service.</p> <p>DWELLING: A "dwelling" is one or more rooms and kitchen facility in a building or portion of a building designed as a unit for occupancy by not more than one family for living and sleeping purposes.</p> <p>COMMERCIAL SERVICE: The type of service provided to premise utilized <u>primarily or substantially</u> for business purposes, or other than as living accommodations for occupants.</p> <p>UNIT: A unit is one dwelling or residential living space. For commercial accounts, one building = 1 unit.</p>

DELINQUENT: For billing purposes, all past due amount and associated finance and late charges from one billing cycle which are not received by the utility as of the close of the subsequent billing cycle.

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CITY OF EGEGIK

1.2 Definitions

SEWER MAIN OR MAIN: A "sewer main" or "main" is the pipe, usually a minimum of 6" in diameter, installed in a street, road, ally or easement and running approximately parallel to the street, road or ally, for the connection of sewer.

SADDLE: Device used to hook customer service line to Utility main, installed and owned by the Utility.

SERVICE LINE: The "Service Line" is the pipe, cleanout and fittings from the main to the building. The service line is owned and maintained by the customer

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CITY OF EGEGIK

1.2 Definitions

CIAC : The abbreviation "CIAC" whenever the same appears herein, mean the amount charged as a "Contribution In Aid of Construction", to properties to be served by the Utility, as a condition of service.

OFFSITE: Facilities which provide service to a large portion of, or the entire service area normally located off the neighborhood site. These facilities include interceptors, lift stations, treatment plants, force main pump stations, force mains and other necessary plant to receive sewer from the neighborhood collection system.

ONSITE: Sewer collection facilities normally consisting of manholes and service connections located on the neighborhood. Service is normally received from an interceptor and lift system outside the affected neighborhood.

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CITY OF EGEGIK

1.2 Definitions

ESTIMATED COSTS (COST TO CONSTRUCT): The utility shall estimate the cost of labor, material and overhead to complete a main extension or addition of facilities. The Utility strives to insure that its estimates are within plus or minus 15% of actual cost. However material availability, weather, location and terrain conditions often make actual location and terrain conditions often make actual cost difficult to estimate. The customer may elect to finance exploration costs in order for the utility to provide a more accurate estimate.

If the actual costs of construction of a line extension or service connection exceed the written estimate provided by the utility, no charges in excess of the written estimate plus 15 percent may be collected by the utility from the customer unless the additional charges are the result of additional construction work requested or authorized by the customer subsequent to the initial written estimate. Other than additional costs necessitated by the customer, actual costs in excess of 115 percent of the initial written estimate shall be borne by the utility. If the actual cost of construction for the customer's share are less than the written estimate, the customer will be charged for the lesser amount, and if the costs are prepaid, the difference between the actual cost of the construction and the advance payment made by the customer will be refunded to the customer.

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CITY OF EGEGIK
<p>1.2 Definitions</p> <p>CONSTRUCTION DEPOSIT: Cash payment to the Utility for extension of utility mains and improvements, either onsite or for a main extension.</p> <p>ACTUAL COSTS: The true final cost of labor, material and overhead used to complete a main extension and or addition of facilities, including the cost for property acquisition, design and engineering, legal fees, permit fees, administrative overhead and the total cost of the final construction.</p>

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CITY OF EGEKIK

2. NATURE OF SERVICE OFFERED

- 2.1 The City of Egegik provides and maintains a sewage collection in the City certified service area, which transmit sewage to the City sewer lagoons, as mandated by the Federal Environmental Protection Agency (EPA).
- 2.2 The City of Egegik constructs, maintains, and provides sewer mains in the certifies service area and sell sewerage services in said area at rates established in subject tariff.

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CITY OF EGEGIK
<p>3. SERVICE FEES</p> <p>3.1 Responsibility for Payment</p> <p>All persons receiving service from the Utility shall be obligates to pay for such services in accordance with the appropriate rate schedules.</p> <p>In the case of the landlord-tenant relationship, the landlord shall be held liable for all billings. The billings shall not be rendered directly from the Utility to the tenant, without written authorization for the property owner. The property owner remains responsible for the account when the bills are sent to a tenant.</p> <p>Arrangements to render a bill directly to the tenant at the property owner’s request may be voided by the utility at its option when an account is eligible for a <u>Second Notice</u> as defined in Subsections B and C of section 3.8: <u>Termination of Service</u>.</p> <p>Failure to receive a utility bill for any given period of time will not relieve the customer of the responsibility of full payment for services provided by the utility.</p>

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CITY OF EGEGIK

3.2 Disconnect and Reconnect Charges

Whenever it is necessary for the Utility to disconnect the sewer to enforce the collection of a delinquency, a reconnect fee will be charged in addition to the delinquent amount and both amounts must be paid before the sewer service will be restored. The Utility will not be responsible for any damages that occur as a result of discontinuance of service for unpaid billings. In addition, the customer shall pay all costs for excavating at Utility main in the event said customer's account is delinquent. See Schedule of Non-recurring fees and Section 3.8 and 3.9

3.3 Monthly Billing

A monthly billing cycle will be utilized by the Utility. In the interest of customer convenience, accounts may be paid in advance.

3.4 Billing Adjustment Requests

The customer shall submit any request for a billing adjustment within 15 days following the next billing date. The request may be by phone but will be followed with a written request. The utility shall respond to the substance of each service complaint and other customer correspondence within 10 working days after its receipt.

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CITY OF EGEGIK
<p>3.5 Past Due Accounts</p> <p>Past due accounts shall be charges interest at the rate of 10.5% a year (.875% a month), with a minimum past due service fee charge of \$1.00 per month. An account is past due in not paid by the 30th day of the month after service and bill is rendered, or 30 days after the date of the postmark, whichever date is later. Interest will commence on the 31st day after postmark. It is the Utility's standard practice to render bills on or about the 25th of the month.</p> <p>3.6 Ownership Change</p> <p>If the building to which service is rendered changes ownership, the new owner shall be required to reapply as under section 4.1.</p> <p>The term "new owner" includes both (1) an owner with separate and distinct legal title from the customers of the Utility, and (2) a beneficial owner, under a contract of sale, deed of trust, or other under a contract of sale, deed of trust, or other similar document, which beneficial owner has equitable title to the property or the right to collect the rents and profits from the property of the customer of the Utility, or the right to take possession of the property following default under a contract of sale, deed of trust, or other similar document.</p>

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CITY OF EGEGIK

3.7 Financing of Service Fees

Overdue monthly services fee accounts may be financed at the option of the Utility.

3.8 Termination of Service

(a) Physical Disconnection from the Utility 30 Main at Customer Request:

Customer shall notify the Utility 30 days in advance of intent to disconnect service.

Customers are liable for payment for all sewer service to the premises until 30 days after written notice has been received at the Utility's office, that the use of sewer is no longer desired.

Customer is responsible for excavation costs to disconnect service.

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3.8	Termination of Service
(b)	Canceled D
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CITY OF EGEGIK

3.8 Termination of Service

(c) Physical Disconnection from Utility Main by Utility

First Notice: The Utility will include a message on the monthly statement demanding payment for bill which fall in the 30 day delinquent column.

Second Notice: At the end of a 10 day period, if the bill is not paid, the Utility will make another written demand for payment with the admonishment of service being disconnected. This written demand will be either mailed or and carried to the customer.

Third Notice: At the end of an additional 10 day period, if appropriate arrangements for payment have not been made, customer is subject to disconnect following these procedures:

1. Submit disconnect list to manager for approval.
2. Attempt phone contact with customer.
3. Deliver disconnection notice to attach to front and back door of service address.
4. Mail written demand for payment with the admonishment of service being disconnected.
5. Charge customer account for disconnection notice fee (see schedule of nonrecurring charges).
6. Final attempt to contact customer by phone.
7. Physical disconnection.

The Utility reserves the right to waive any of the above requirement in favor of the customer at the option of the Utility.

The Utility may not disconnect service to customer due to non-payment of a bill related to another class of service at a different location.

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CITY OF EGEGIK

3.8 Termination of Service

(d) Property Ownership Transfer, at Customer's Request:

If a customer, either in person or in writing, requests that billing for service be transferred to a new applicant due to property ownership change, the Utility may hold that customer responsible for all services up to the later of the date the ownership transfer is to be made or three working days after the customer places the request.

3.9 Restoration of Service.

The Utility, weather conditions allowing, shall restore service within three working days after correction of the conditions that resulted in the disconnection. Connection includes execution of a deferred payment agreement. If service is restored during a period other than regular working hours at the customer's request, the Utility may impose an after-hours charge for reconnection. The customer is responsible for all excavation crew costs of disconnection and reconnection of the service line to the Utility main.

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CITY OF EGEGIK

3.10 Apportionment

For new connections and changes in ownership that occur at any time other than the first day of the month, to a flat rate customer. (single family dwelling which are not metered but flat rated at a fixed rate per month) Service shall be charged for the apportionment at a daily rate, determined by the current flat rate sewer charge divided by 30 days and rounded to the nearest cent. Said charges shall accrue or be determined from the day service is discontinued, changed or commenced.

Apportionment is not applicable to metered accounts, which currently do not exist.

3.11 Vacancies

Monthly charges for vacant residence shall be one-half (15.00) the normal domestic residence rate.

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CITY OF EGEGIK

3.12 Services Billed as Unit

All charges owed by any customer for sewer service rendered by the Utility shall be billed as a unit. However charges may be paid separately.

3.13 Returned Checks

Any check which has been given to the Utility for any purpose, and is returned by the financial institution is subject to a "returned check charge" for each Utility account for which payment was tendered. any return checks shall be considered as non-payment until redeemed. See Schedule of Non-recurring Fees.

3.14 Aggregate Computation

Service fees shall be computed in aggregate only when several hookups of a single customer utilize one customer owned service line to receive sewer service form a Utility owned line.

3.15 Final Balances

Final balances due the Utility or customer of \$2.00 or less, resulting from a terminated billing, will not be processed. Amounts will be cleared through uncollectible account

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CITY OF EGEGIK

3.16 (For Future Use)

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CITY OF EGEGIK

3.17 Separate Computation

Service fees shall be computed separately for each hookup of a single customer under the following Rate Schedules as applies, except as provided in Section 3.14 (Aggregate Computation).

Service Class

- A. Residences
- B. General Retail Business Use
- C. Lodges, Guest Houses, Hotels & Motels
- D. Fish Processing Businesses

3.18 Separate Computation – 2 or more customers

Service fees shall be computed separately for each customer when two (2) or more customers utilize a single hookup line.

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CITY OF EGEGIK

3.19 REGULATORY COST CHARGE

The Regulatory Cost Charge is a special surcharge applied to all regulated retail customers billings to pay the utility's share of the budget of the commission.

Regulatory cost Charge: .000% of billing R

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Chapter 37
Wastewater System Tariff

Section 4 **“Application and Agreement for Service Fee”** Hereby Repealed.

Section 10. **Schedule A-4, “Fish Processing Businesses”** Hereby Repealed and
not reenacted.

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CITY OF EGEGIK

5. DEPOSIT REQUIREMENTS

5.1 Security Deposit

At time of making application for water service, all applicants, with the exception of those qualifying for waiver under Rule 5.1 (a), shall be required to deposit with the Utility at its office, an amount of money which shall not be less than those listed on the Schedule of Deposits or more than the amount equivalent to two months estimated service fees, which amount shall be derived and computed by the Utility.

- (a) Once a satisfactory payment record has been established with the Utility, no security deposits are required for the same customer on additional services. A customer shall be deemed to have established and maintained a satisfactory payment record when he has paid all utility bills promptly for a period of one consecutive calendar year with not more than one payment delinquency.

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5.2 Security Deposit Refund

Security deposits will be refunded within 25 days after written receipt of the applicant's request to disconnect service or 25 days after a new applicant has been received. Any arrears, charges, or penalties shall be deducted from the amount of the deposit prior to its refund.

The Utility will retain a customer deposit for a maximum of 1 year, providing that in the interim period, the Utility has not been forced to disconnect that customer's services for reasons of delinquency in payment of charges and that the customer has not been delinquent more than once.

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5.3 (For Future Use)

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6. POLICIES AND CONDITIONS OF SERVICE

6.1 Availability of Sewer Service

When a Utility sewer main is available to collect sewage, or a main is laid adjacent to improve property, any property owner may have installed or cause to be installed at his expense, a connection to said main. Said connection shall be installed in a manner consistent with the Utility's standard of design, quality of materials, and construction of such service. Sewer shall not be furnished unless, and until, the Utility approves the installation.

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6.1 Availability of Sewer Service

- (a) SERVICE LINE LEAKS: If a leak is detected in the customer owned service line, the Utility will give notice to the customer requiring commencement of leak repair. If no response is received from the customer within 72 hours of notice, the Utility, as is feasible, will repair the leak on a time and materials basis at the customer's expense.
- (b) SERVICE AVAILABILITY: Sewer service will be made available to those applicants whose property is adjacent to existing sewer distribution lines, or extensions thereto, provided that is determined by the Utility that such service will not jeopardize service to existing consumers, nor in any way impair the function of the sewer service shall be the sole responsibility of the Utility's agent. He shall not authorize continuance of service to applicants or consumers who are delinquent in payment of their utility bills, or who fail to comply with Utility regulations.
- (c) CIAC PAID IN ADVANCE: Sewer service shall be made available to consumers only if applicable CIAC fees have been paid, or, if acceptable arrangements for payment have been made with the Utility.

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6.2 Service Connections

(a) PRIOR INSPECTION: The agent of the Utility shall, before connecting any premise with the sewer system, require the piping, fixtures, and appliances to be repaired and out in proper condition, satisfactory to the agent or his representative. The customer is required to contact the Utility to schedule inspections. The Utility shall perform inspection of the customer's premises at such times as it deems necessary to determine that all piping and fixtures are in proper operating condition, and meet the specifications of the Utility. See Schedule of Non-recurring Fees for changes

(b) POINT OF CONNECTION: The point of connection, materials, fittings and equipment to be installed by the customer in order to connect his premises with the sewer system shall be as specified by the Utility. The customer shall be required to provide all materials necessary, in accordance with the Utility's specifications, and perform all required excavation and backfill to property connect premises to the sewer system, except that the Utility shall provide and install the saddle.

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6.2 Service Connection

- (c) SIZE OF SERVICE PIPING: The determination of the size of service piping shall be made by the Utility.
- (d) HOOKUP SADDLE: Each residential customer in single or multiple type dwelling and each small commercial customer will be entitled to a 4" pipe by pipe hookup saddle. Large commercial customers such as lodges, hotels, fish processors, educational institutions, and industrial customers will pay the Utility for any increase in cost of hookup due to size of service, such as special manhole or saddle of special size, at Utility's cost.
- (e) BONDED CONTRACTOR: The Utility shall not require, but may perform, inspections, at no charge, if hookup is done by bonded contractor.

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6.3 Financing CIAC

The Utility, subject to the availability of funds and an acceptable credit rating for the customer, may provide for installment payments of Contributions in Aid of Construction. The Utility may require, as a condition of such financing, a mortgage that shall charge interest at prevailing rates on the total amount financed herein. Further, the Utility may discontinue service for failure of a customer to pay installment when it falls due, following the same notice provisions as for service billing in Section 3.8(b) and 3.8(c) of this tariff. The customer will be subject to payment of the disconnection and reconnection charges as provided in Schedule of Non-recurring Fees.

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6.4 Unacceptable Wastes

Neither the applicant for any occupant of the premises receiving sewer service shall discharge or cause to be discharged any storm water, surface water, roof run-off, surface drainage, or unpolluted industrial process water into the street sewer or into the building sewer service connection so as to reach said street sewer, nor shall they discharge any wastes with the following characteristics:

- (a) Any liquid or vapor having a temperate higher than 150 degrees F;
- (b) Any water or waste which may contain more than one hundred (100) parts per million by weight of fat, oil grease. If waste discharge violates this standard, the Utility reserves the right to require installation and subsequent maintenance of a grease trap at customer's expense. Said grease trap must comply with requirements found in Chapter 8 of the EPA Design Manual for onsite systems.
- (c) Any gasoline, benzene, naphtha, fuel oil or flammable or explosive liquid, solid, or gas;
- (d) Any garbage such as tampons or paper towels that has not been properly shredded through a disposal unit or other shredding device;
- (e) Any ashes, cinders, sand, mud, straw shaving, metal, glass, tar wood or any other solid or viscous substance capable of causing obstruction to the sewer, mains or outlets or the proper operation of said sewer system;

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- (F) Any water or waste having a toxic or poisonous substance in sufficient quantity as to constitute a hazard to humans or animals;
- (g) Any noxious or malodorous gas or substance capable of creating a public nuisance;
- (h) Any water or waste containing more than five hundred (500) part per million by weight of suspended solids. The term "suspended solids" as used in this sub-paragraph shall mean solids that either float on the surface of, or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering: and
- (i) Any water or waste having a "pH" less than 5.0 or greater than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, pipes, equipment and personnel of the sewer system. The term "pH" as used in this sub-paragraph shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (j) There shall be a penalty for discharge under this section. In addition, storm or spring runoff discharge will also be charged by gallons of waste discharge as estimated by Utility personnel. See Schedule of Non-Recurring charges.

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6.5 Reconstruction of Utility Facilities

This rule shall apply to the moving, resetting, removal or reconstruction of manholes and cleanouts, or other facilities in areas of the Utility's service area which are going to have improved streets and/or roads following construction of Utility facilities. The Utility will make every effort to set manholes and cleanouts at the appropriate locations where they may occur in the street so that developers, Borough Service Area personnel, etc. will be able to pave or improve streets without further disturbance or moving of Utility facilities. This will be done at no additional expense. In order to qualify for the presetting of Utility facilities to approximate street grades, the developer or Service Area representative will have to furnish the exact expected grade of the finished improvement (be it street, curb, etc.) at the exact location that Utility proposes to install said facility.

If the Utility installs any of the above mentioned facilities in areas where road or other improvements are neither contemplated nor known by the Utility, anyone desiring said facilities to be raised, lowered, or moved, at some future time, will have to pay Utility's cost for accomplishing said work.

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6.6 24 Hour Excavation Notice

The Company shall require a 24 hour notice prior to any excavation near the company's mains. The 24 hour notice is exclusive of Saturdays, Sundays, and Holidays and of the hours between 5:00 pm and 9:00 am.

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6.9 Industrial Waste

Neither the applicant nor any occupant of the premises shall discharge, or cause to be discharges, into the building sewer service connection or into the sewer main any "industrial wastes" consisting of solids, liquids or gaseous wastes resulting from any industrial for manufacturing operation or process, or from the development of any natural resource, without first obtaining written permission for such discharge from the Utility.

6.10 Cooling Waters at Utility Option

Cooling water may be allowed to discharge into the sewer at the option of the Utility, however, written permission must be obtained from the Utility.

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6.11 Faulty Service Laterals

Sewer service will not be furnished where building sewer service connections are broken, obstructed, inferior, defective, leaky, or imperfect, so that sewerage or drainage escapes into the surrounding oil or into the adjacent premises. When such conditions are discovered, the Utility reserves the right to discontinue service unless immediate repairs or replacements are made. Such replacements or repairs shall be made by, and at the expense of, the applicant.

6.12 Title to Laterals

Title to the building sewer service line (or lateral) from the main to the customer's building is, and shall at all times remain, the sole property of the customer.

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6.7 Rules for Multi-Customer Hookup

If two or more customers are supplied through a single building sewer service connection, any violation of the rules and regulations of the Utility by either or any of such customers shall be a violation as to all and the Utility may take such action as can be taken for a single customer. (See also Rule 4.2 (I) Service Line Maintenance Responsibility)

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CITY OF EGEGIK UTILITIES

7 SERVICE LATERAL SPECIFICATION

7.1 General Requirements

Service lines must comply with the 1985 Edition of the N
Uniform Plumbing Code.

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7.2 Size and Type of Hookup

The Utility will determine the size of the hookup, All house connections or drains from buildings to the Utility's sewer main shall be no less than four inches (4") inside diameter, and constructed of Utility-approved Woodstove Pipe, Utility-approved High Density Polyethylene pipe (HDPE) with a Standard Dimension Ration (SDR) of 17, or Utility-approved ductile iron pipe.

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7.3 Workmanship

- (a) The portion of the building sewer service connection furnished by the customer shall be installed by one of the following.
 - 1. A competent plumber or contractor holding a current Alaska Department of Labor Journeyman Plumber Card. Said party must post a monetary bond with the Utility for one complete year, or the property owner must sign a liability in Lieu of Contractor Bond document on behalf of said party. For local contractors, the City may waive the posting of monetary bonds.
 - 2. The actual property owner, providing he/she does the actual work.
- (b) The building terminal hookup will be in compliance with the "Typical Sewer Service Diagram", located in section 7.9.
- (c) The connection shall be laid at uniform grade and in straight alignment is so far as possible and any change in direction shall be made only with properly curved pipe and fitting.
- (d) The service line depth shall provide protection against breakage or damage from heavy vehicles moving on the surface of the ground over or adjacent to such connection.

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7.3 Workmanship

- (e) All joints and connections shall be gas-tight and water-tight.
- (f) Sewer service line shall be run in practical alignment and at a uniform slope of not less than ¼" per foot toward the point of disposal. Where it is impractical, due to the depth of the street sewer main or to structure features to obtain a slope 1/4" per foot, any such pipe 4" or larger may have a slope of not less than 1/8" per foot.
- (h) The sewer service line shall be laid on a firm bed of approved materials that have been properly compacted throughout its entire length, or where the materials otherwise have had time to settle.
- (l) Sewer service lines constructed of HDPE pipe must use pipe that is pre-insulated in a factory setting with a minimum of two (2) inches of spray on urethane foam insulation.
- (j) Sewer service lines less than ten (10) feet in length shall be laid to grade and blocked every five (5) feet so that there are no sags and the bottom of the pipe is at least two (2) inches above the bottom of the trench. This is necessary to ensure adequate insulation on the bottom of the service pipe.

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7.4 Materials

- (a) The sewer pipe for all sewer service installations from the stub out to the sewer main shall consist of one of the following materials.
 - Utility approved woodstove pipe. C
 - Utility approved high density polyethylene (HDPE) pipe with an SDR of 17. C
 - Utility approved ductile iron pipe. N
- (b) Utility approved HDPE pipe and ductile iron pipe shall be installed with urethane spray foam insulation. Insulation shall be rigid closed cell, two component, urethane foam and be applied by an experienced applicator. A minimum of 2" shall be applied on the top, side, and bottom of the serviced line. N
- (c) All materials used shall be new and free of defects. N
- (d) Fittings shall consist of the following:
 - Hud or no Hud cast iron fittings for wood stave pipe. N
 - No Hud cast iron fitting for HDPE pipe (HDPE fittings are not allowed) N
 - Duct iron fittings with ductile iron pipe. N
- (e) HDPE pipe and cast iron pipe and fittings shall be joined with Mission Shield Coupling number MR5644ARCXL or a Utility approved product of equal quality. Any substitute must be approved by the City of Egegik in writing, prior to installation. The city does not allow the use of standard no hud clamps from the building out to the sewer main. N
- (f) Butt welding of HDPE pipe joint are not allowed. N

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- (g) Persons seeking approval of materials that are not N
specifically mentioned as being approved in this N
must do so prior to installing them.

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7.5 Sewer Clean-out Requirements

- (a) Sewer clean-outs will be installed using a "No Hud" cast iron wye and 1/8 bend, combination, and a vertical cast iron pipe riser with iron bodied clean out cap, not less than 4" in diameter. C
C
- (b) A clean out shall be placed in every service line no farther than five (5) feet outside the building and at intervals not to exceed one hundred (100) feet in, straight runs. C
C
C
- (c) (Deleted) D
- (d) Change in alignment or grade in excess of forty five (45) degrees in a building sewer shall be served by a clean out. C
C
C
- 1. (Deleted) D
- 2. (Deleted) D

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7.6 Sewer Service Line in the Same Trench as Water Service Line

The water service line may be placed in the same trench with the sewer service line, provided the following conditions are met:

- (a) The bottom of the water service pipe, at all points, is at least 12 inches above the top of the sewer service line.
- (b) The water service pipe is placed on a solid shelf excavated at one side of the common trench.

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7.7 Sewer and Water Service Lines in Separate Trenches

If the requirements of Section 7.6 cannot be met, then it is necessary that the service lines be installed in two (2) separate trenches in minimum of ten (10) feet apart.

7.8 Scope of Utility Personnel Work

- (a) The Utility personnel or delegated persons, will install the saddle. No person, other than Utility personnel, shall attempt to make a hole in any Utility main or attempt to install a saddle.
- (b) Utility personnel will inspect the service line twice. Once just prior to installation and once just after insulation. See schedule for non-recurring charges (Rule 6.2 [a]).

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Outside cleanout with iron bodied
cleanout on top, combination at junction

4" cast iron pipe to
5" outside of building

HOUSE

Cast iron sweep
90 deg. bend

Extra cleanouts at bends
or each 100' of hookup

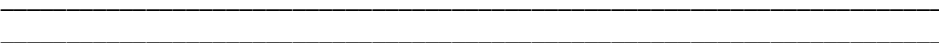
Approved underground
insulation for shallow
runs or driveway &
road crossing

4" Wood stave, Ductile Iron or 4" HDPE SDR 17 pipe at a
MINIMUM 1% GRADE (1/8" per ft) uniformly laid and
properly bedded. Insulation is required for High Density
Polyethylene (HDPE) SDR 17 and Ductile Iron pipe.



Road Surface

Utility Sewer Main



Saddle Installed

TYPICAL SEWER SERVICE

=====

NOT TO SCALE

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8. MAIN EXTENSION POLICY

8.1 Extension of Existing Facilities – The Utility will extend its facilities either: a) using its own resources , as approved by the City Council, for supplying sewer services to the property lines of existing residents and businesses; or b) through Extension Agreements for all new developments.

A request for extension(s) of existing facilities for new development shall be initiated by petition, signed by the owner, or owners, of 80% of the proposed benefiting area of properties. The Utility, on approval of the City Council, may extend its facilities for less than 80% of the property owners. The method used to compute the CIAC and line extension amounts will be in accordance with Section 8.6, Benefited Area and Rate Schedule SCIAC -1, Rates.

8.2 Reimbursement Agreement

In the event an extension request contains less than the required 80% participation, the applicants may enter into a reimbursement agreement with the Utility. Under this arrangement the person, or persons, desiring the extension will finance the construction cost with a customer advance and construction deposit, and will be reimbursed by the Utility as other benefiting properties connect to the extension. The original person, or persons, to the agreement will be reimbursed for amounts provided over the standard CIAC charge. No interest will be paid on this amount.

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8.41 Extension of Existing Facilities by Development Agreement

Sewer mains may be extended within the Utilities Certificated service area, pursuant to a Development Agreement, copies of which are filed with these rules and regulations. The developer will be responsible under the Development Agreement, to pay all costs of the system required to serve the development. Extensions of the Utilities system by Development Agreement will be accomplished under the following conditions, which are included as part of the Development Agreement:

- (a) The developer shall furnish all labor, materials and equipment necessary for the construction of sewer mains and facilities necessary for the development. The developer shall pay all design, engineering, and staking costs and shall obtain all necessary governmental agency approval after preparation of as-built. The developer shall also obtain all necessary permits, and rights-of-way, for the development. All plans, specifications and construction contracts shall be subject to approval of the Utility.

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8.41 Extension of Existing Facilities by Development Agreement

- (b) Developer shall post performance and payment bonds to assure completion of the project free of all encumbrances and shall, after Utility acceptance of the project, post a bond assuring a one year guarantee against defects. These bonds may be waived for projects of less than \$100,000, performed by a local resident contractor/developer.
- (c) The developer shall be required to retain the services of a qualified, registered engineer to provide for the design, survey and an authorized project representative, and for the preparation and certification of as-built.
- (d) Ownership of all sewer mains and necessary facilities shall accrue to the Utility after construction of the sewer system has been completed and the Utility has accepted project. Particular emphasis shall be placed upon the accuracy and preparation of the certified cost statement, since the Contribution of Aid of Construction Tax Surcharge, will be based upon that certified cost statement. Construction of sewer mains under a Developers Agreement will in no way be construed to relieve the developer of the payment of CIAC tax surcharge, and of an accurate accounting thereof.

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8.41 Extension of Existing Facilities by Development Agreement

- (e) The developer shall pay to the Utility as consideration for connection to the Utilities existing system, the offsite CIAC charge and CIAC tax surcharge as computed in the Development Agreement according to the Utilities Tariff.
- (f) Should the Utility require the installation of a pipe larger than a standard 8 inch diameter, the Utility shall pay to the developer the cost of oversizing the facility. The oversizing cost shall be computed on the differential purchase price on pipe and installation according to the price listing maintained by the Utility and updated at least annually. The Utility will not be responsible for additional cost involved in installation, design or overhead of the oversized facility.

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8.5 Extended Service Connection

In cases where the Utility is providing sewer service in the vicinity of property desiring service but mains have not been installed immediately contiguous to the subject property, and cannot yet be installed under a main extension agreement, the potential customer may be eligible for service by agreeing to the following terms and conditions:

- (a) A standard connection and installation shall be installed at a point on the main designated by the Utility.
- (b) Service shall be installed by the customer, at his expense.
- (c) Customer is responsible for maintenance of extended service line.
- (d) At the time of application for service, customer shall pay to the Utility the Offsite CIAC charge in effect at that time.

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8.5 Extended Service Connection

(e) At such time as mains are extended or installed to appoint contiguous to

the property being serve, the property owner agrees to connect to the extended main at his expense, and pay the appropriate On site CIAC charges.

- (f) During the interim period, until such described sewer mains are installed, the customer acknowledges and accepts full responsibility for all and any conditions which may affect his extended, temporary service connection, from the point he starts his installation at the existing sewer main to his premises.

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CITY OF EGEGIK

8.6 Benefit Area

The benefited area to be utilized by the Utility for main extensions consists of all the property abutting the proposed main from the end of the existing system through the area or areas desiring service. The benefited area shall include the property abutting both sides of the main or right-of-way in which the main is constructed. However, if the Utility is prohibited by a governmental agency from constructing sewer connections under any portion of a road right-of-way, only those properties that can actually be serviced by the main without crossing the road right-of-way will be included in the benefited area.

The benefited area shall contain all area that would logically be included in the project to provide for in integrated system.

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CITY OF EGEGIK

9. RULES AND RATE CHANGE

The Utility reserves the right at any time to alter, amend, change, or add to these rules, regulations, and conditions of service, or to substitute other

rules and regulations, and to change rates in accord with the City of Egegik code.

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CITY OF EGEGIK UTILITIES

RATE SCHEDULE

UNMETERED SEWER SERVICE

SCHEDULE A-1
GENERAL DOMESTIC SERVICE

Monthly Rate Single or Multiple Family Unit, Per Family Unit \$30.00

Vacancy Rate: The rate shall consist of one-half (1/2) of the normal sewer rate charge. applications for vacancy rates shall be submitted in advance by the Customer.

SCHEDULE A-2
 GENERAL RENTAL BUSINESS USE
 (EXCLUDES LODGES, GUEST HOUSES, HOTELS & MOTELS)

Monthly Rate – when open for business at least 8 days per month: \$50.00
 Vacancy Rate (monthly basis) \$25.00

SCHEDULE A-3
 LODGES, GUEST HOUSE, HOTELS, MOTELS
 (Having four or more rooms available for customer service)

Monthly Rate: May 16 – October 15 \$250.00
 October 16 – May 15 50.00

The Community School will be assessed the \$250 rate during the school year and the \$50.00 rate during the summer vacation period.

SCHEDULE A – 4
 FISH PROCESSING BUSINESSES
 Monthly Rate: April 1 – September 15: \$1000.00 per month (5.5 months)
 September 16 – March 31 (6.5 months)

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RATE SCHEDULE SCIAC - 1
 COMBINED
 CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)
 SERVICE AVAILABLE AS OF JANUARY 1, 1996

APPLICABLE TO:

Customers with lots which have service available directly from existing mains as of January 1, 1996 and are not paid or under contract as of that date.

Note: Minor extensions may be made by the Utility under this CIAC rate.

Owners of residential properties containing a single one family residence may elect to limit their CIAC to a designated one-half acre area. The CIAC on the remaining property may thus be postponed until the remainder is developed.

RATES:

CIAC charges will be computed upon the square footage of entire area being served, generally the smallest legally subdivided lot or lots on which all benefited improvements are located and said amount to be computed to the nearest cent. Hookup saddles will be included in CIAC.

Effective Dates
2/1/96

Rates Per Square Foot
\$.25

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RATE SCHEDULE SCIAC – 2
ONSITE
CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)
SERVICE NOT AVAILABLE AS OF 1/1/96

APPLICABLE TO:

Customers in the service area with lots which do not have service available directly from existing mains as of January 1, 1996, and are not paid or under contract as that date. in order to service the customer, the Utility will need to perform major expansion of its main lines.

Onsite CIAC portion limited to cost to construct an equivalent 8" diameter main. The over sizing cost shall be computed on the differential purchase price on pipe and insulation.

RATE:

System constructed subsequent to January 1, 1996, shall be assessed for the onsite portion, if applicable, on the basis of prorating to the benefited property 100% of the cost, incurred by the Utility, including overhead and interest during construction.

Additionally, a charge for offsite CIAC at a rate of three cents (0.03) per square foot of assessable area shall be charged prior to connection to the Utility main. (For pumping, interceptor and collection-trunk sewer components) See Rate Schedule SCIAC-3.

The cost of connection saddles shall be included in the offsite CIAC.

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CITY OF EGEGIK

RATE SCHEDULE SCIAC – 3
OFFSITE
CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)

APPLICABLE TO:

All customers except those which qualify under Rate Schedule SCIAC-1.
(Combined SCIAC)

Rates:

Three cents (\$.03) per square foot of tract being served.

SPECIAL CONDITIONS:

Owners of residential properties containing a single one family residence may elect to limit their CIAC to a designated one-half acre. The offsite CIAC on the remaining property may thus be postponed until the remainder is developed.

See Section 1.2 for definitions of Offsite, Onsite, and Contributions In Aid of Construction.

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CITY OF EGEGIK

RATE SCHEDULE SCIAAC-T
TAX SURCHARGE ON
CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)

APPLICABLE TO:

CIAC fees for all Customers who have not paid or are not under contract as of January 1, 1996, for Contribution in Aid of Construction fees.

RATES:

All CIAC fees charged and collected by the Utility will be subject to a tax surcharge. The surcharge is based on the maximum statutory corporate tax rates, then reduced by the present value or the tax savings on the depreciation expense over the tax life of the contributed plant, discounted at CUC's approved overall rates of returns on the rate base for its utility.

Effective Dates	Tax Surcharge on CIAC Fees
1/1/96	52.332 percent (T)

These taxes are required by the repeal of IRS Code, Section 118(b) in the Tax Reform Act of 1986. Included under this provision are all Contribution In Aid of Construction fees. Offsite, Combined, Onsite and CIAC under prior obligations (filed as a result of extensions for developers or the Utility), as well as contributed property received by the Utility.

Note: Subsequent revisions of refinements to this surcharge may be necessary based on relevant utility or Commission experience, or (T) changes in the federal or state income tax rates. (T)

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CITY OF EGEGIK

SCHEDULE OF SEWER DEPOSITS

<u>RULE</u>	<u>SERVICE</u>	<u>CHARGE</u>
5.1	Account Deposits	

1.	RESIDENTIAL SERVICE	
	1 unit	\$ 20.00
	2 units	50.00
	3 units	70.00
	4 units	90.00
	6 units	100.00
	8 units	140.00
	12 units	200.00
	Maximum	200.00
2.	COMMERCIAL, EDUCATIONAL OR INDUSTRIAL SERVICE	\$ 50.00
	Maximum	\$ 200.00
3.	TEMPORARY SERVICE: Construction, Industrial or Commercial Use	Construction Cost
	Maximum	No Maximum
4.	CONTINUAL CREDIT ABUSER	
	Maximum	60 day billing

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CITY OF EGEGIK		
SCHEDULE OF SEWER NONRECURRING FEES		
<u>RULE</u>	<u>SERVICE</u>	<u>CHARGES</u>
3.2	DISCONNECT SERVICE	based on cost of crew activity
3.2	RECONNECT SERVICE	\$30.00

3.8	DISCONNECTION NOTICE FEES	\$12.50 per utility per account
4.1	APPLICATION RECORD FEES	
	New Service Account	\$20.00
	Account Changeover	\$10.00
	Renter Account Application	\$10.00
4.2	ILLEGAL USE	
	Maximum fee for unauthorized activity	\$35.00
4.2(k)	AFTER HOURS SERVICE CALLOUTS	
	Maximum Fee, 1 hour or less	\$75.00
4.2(l)	NORMAL SERVICE CALLOUTS	
	Maximum Fee, 1 hour or less	\$50.00
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CITY OF EGEGIK		
SCHEDULE OF SEWER NONRECURRING FEES		
<u>RULE</u>	<u>SERVICE</u>	<u>CHARGES</u>
6.2 (a)	SERVICE CONNECTION INSPECTION	\$35.00 C I

Required inspections – Fee includes 2 inspections if insulation is required.

Minimum fee/additional inspections. \$25.00

6.4 (j) Unacceptable wastes – Penalty for discharge. \$35.00 T

Additional charge for storm or spring run-off discharges. Total usage based on Utility gallonage est. using RS 5222 Commercial Service

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Chapter 38

BULK FUEL UTILITY, FUEL ACQUISITION AND DISTRIBUTION

SECTIONS:

1. City Responsibility
2. Fuel Acquisition Purchases
3. Receiving Fuel at the Public Dock

4. Fuel Distribution
5. Payment Management System
6. Authorization to Sell Gasoline and Gasoline Sales Payment Management System

Section 1. City Responsibility

The City of Egegik has assumed the responsibility of supplying bulk fuel heating oil for the residents and small businesses of the Community; and also, the responsibility of maintaining and operating the Community Bulk Fuel Storage Tank Farm in accordance with appropriate Federal, State and City laws and regulations, including Title V, Chapter 33, Article III of this City Code: Alaska Statutes: AS 18.70.080 and AS 46.04.020(c); Alaska Administrative Code: 13 AAC 50.020 and 50.025; Article 79 of the Uniform Fire Code; American Petroleum Institute Standard 2610-1994; the regulations of the Alaska Department of Environmental Conservation; and 33 CFR 154.310.

The City also has the responsibility to ensure that all Bulk Fuel Storage Tank Farms, whether publicly or privately owned, are planned, constructed, upgraded and operated in accordance with the above noted Federal, State and City laws and regulations. In particular, the City has the responsibility to assure that all such Bulk Fuel Storage Tank are planned, constructed, upgraded and operated in accordance with laws and regulations enforced by the Alaska Department of Environmental Conservation, the Office of the State Fire Marshall and the U.S. Coast Guard. All Bulk Fuel Storage Tank Farms shall comply with the American Petroleum Institute Standard 2610 (July, 1994) Design, Construction Operation, Maintenance and Inspection of Terminal & Tank Facilities. The Coast Guard and the Environmental Protection Agency may share jurisdiction for the actual bermed Tank Farm area; however, for the pipeline or fuel delivery line to the berm, the Coast Guard would have jurisdiction in all cases where the delivery transfer point is within one-thousand yards of a navigable waterway. The City, as is feasible, shall encourage the consolidation of Bulk Fuel Storage Tank Farms within the Community.

The City's Bulk Fuel Storage Farm, located immediately across River Road from the uplands area of the Public Dock, has two welded steel tanks, each capable of containing 17,350 gallons; plus two additional welded steel tanks, each capable of holding 16,300 gallons. The tanks are enclosed in an earthen dike lined with an impermeable membrane.

The City has the responsibility of maintaining and operating its own Bulk Fuel Storage Tank Farm in compliance with the following submitted documents which must be approved by the U.S. Coast Guard: a) an Operator Manual; b) a Facility Response Plan; and c) a Spill Prevention Control and Countermeasure Plan. In order for the "Letter of Adequacy" (certifying that the Operations Manual is adequate and meets the requirements of 33 CFR 154.310) from the Coast Guard to remain valid, the City Administrator must contact the Captain of the Port, Western Alaska, U.S. Coast Guard, prior to any substantial changes to the Operations Manual or the Bulk Fuel Tank Farm facility systems. Additionally, the Operations Manual for the Mobile Fuel Facility delivery services will have to be amended and approved by the Coast Guard for the City to supply fuel to vessels holding a combined fuel and gasoline capacity of 10,500 gallons or more. In order for the City to supply fuel from the Public Dock to any vessel containing a capacity of less than 10,500 gallons, as well as to a vessels containing 10,500 gallons

or more, the permit restriction on such deliveries by the Department of Fish and Game-Division of Habitat and Restoration, first will have to be rescinded and a permit for such deliveries approved. approval for such fuel transfers also will have to be obtained for the State Fire Marshall.

The City Administrator has the responsibility to insist that all persons involved, in any manner, with the maintenance and operation of the Bulk Fuel Storage Tank Farm, including the acquisition and delivery of fuel, are familiar with and abide by the above mentioned compliance documents.

The City shall establish an Oil Spill Contingency fund and, over a period of time, maintain a minimum of \$20,000 in this fund. To develop such a fund, the City Budget shall include a minimum of \$ 2,000 per year for this budget category.

Section 2. Fuel Acquisition Purchases

In accordance with this City Code (Title V, Chapter 33, Article III, Section 13) barges planning to deliver fuel over the Public Dock, unless exceptional deliveries should be required, shall be prohibited, each year, from using the dock during the period 1 June through 21 July. All City fuel purchases shall be accomplished in accordance with Title III, Chapter 15 (Purchasing) Section 6-10 of this City Code.

The City, on approval by Resolution of the City Council, may apply for a Bulk Fuel Financial Loan from the Alaska Department of Community and Regional Affairs-Division of Energy. In applying for such a loan, the City will be prepared to pay at least one-third of the total fuel cost as a down payment to the provider.

The City may allow private Egegik businesses or local consumer cooperatives, to make use of the Public Bulk Fuel Storage Tank Farm for bulk fuel purchases, provided that all Egegik residents are provided with the opportunity to participate in such purchases or belong to such cooperatives. Ordinarily, private businesses or consumer cooperatives will receive City approval to take a specified amount of fuel from the Bulk Fuel Storage Tank Farm fuel reserves and then replenish the same amount as taken, through a subsequent fuel delivery. In order to consolidate public Bulk Fuel Storage Tank Farm operations, the Lake and Peninsula School District also is allowed to make use of the City Tank Farm and Fuel Delivery Vehicle.

Section 3. Receiving Fuel at the Public Dock

The transfer of fuel oil shall be accomplished in accordance with the entirety of the approved Bulk Fuel Facility Operation Manual, especially Section 17ii and 17iii, which reads as follows:

17ii TRANSFERRING OIL. Prior to the start of transfer of fuel, the shore side personnel shall meet with the tanker man of the barge. It will be established that one man will be stationed at the dock header and one will be stationed at the fuel tanks. All personnel shall be in contact by two way hand held radios. A "declaration of inspection", shall be signed by the person in charge for the barge and shore line operations, and thereafter the personnel shall report to their stations. The tanker man announces what type of fuel he will be pumping. When the oil reached the dock fuel line header, the valves there are

open and adjusted, and the person at the fuel tanks is alerted. When fuel continues up the line, the man at the storage tanks adjusts the valves to permit a proper flow into the tanks. Personnel are on constant alert to watch for fuel line ruptures or leaks during this period. When everything appears to be running normally, pump pressure may be slightly increased, not to exceed the maximum allowable working pressure. The visible line shall be inspected every 15 minutes to check for leaks.

17iii PUMPING. At the termination of a fuel transfer the “designate person in charge” will personally monitor any topping of procedures. The barge will quit pumping fuel and the barge valves will be closed to eliminate the possibility of building excessive pressure in the shore side lines and causing a rupture. Once the shore side lines are closed, the fueling lines are fully disconnected at the header. All valves are then rechecked to insure that they are properly closed.

The City’s designated “Person-in Charge”, ordinarily the Dock Manager, must be present at all times during transfer operations, with a Declaration of Inspection being completed prior to each transfer.

Until such time as the City receives a permit from the Alaska Department of Fish and Game-Division of Habitat and Restoration, the fuel equipment and line at the Public Dock shall be used only for the acquisition/delivery and pumping of fuel to the Community Bulk Fuel Storage Tank Farm. Use this equipment for delivery/distribution of fuel to any vessel, fuel truck or container on the dock or in the water, strictly is prohibited.

Section 4. Fuel Distribution

All fuel shall be transferred from the Bulk Fuel Storage Tank Farm to the City’s Mobile Fuel Delivery Truck by the Dock Manager or persons designated by the Dock Manager. Only the City’s Mobile Fuel Delivery Vehicle shall receive fuel pumped from the Bulk Fuel Storage Tank Farm. This procedure applies to private businesses or consumer cooperatives, as well as to the City.

The City’s Mobile Fuel Delivery Truck and Operator shall deliver and supply fuel to Egegik residences and businesses during normal City working hours and, depending on the weather and other circumstances, outside of normal working hours.

The reporting of any spills of oil whether in water or on land, is to be done in accord with Section 18 and 19 of the approved Public Dock Operation Manual.

Section 5. Payment Management System

B. Billing

Billing procedures for bulk fuel deliveries are established in the 5/19/03 “Fuel Delivery Policy Statement for All Fuel Truck Delivery Drivers/Operations” which was approved by the City Council on June 19, 2003 (hereafter referred to as “the City Bulk Fuel Billing Procedures”). The City Administrator or his or her designee shall follow the City’s Bulk Fuel Billing Procedures.

Failure to adhere to the City's Bulk Fuel Billing Procedures by City employees may result in discipline, up to and including, termination of employment

C. Determination of Customer Price per Gallon.

3. The City Council may reduce the customer price per gallon established in this section for the Public School and the Clinic
4.
 1. The customer price per gallon shall be adjusted whenever a fuel delivery is received.
 3. Except as provided elsewhere in this section, the customer price per gallon shall be set at a rate of 120% of the city's delivery price per gallon cost, rounded to the nearest cent. The customer price per gallon shall be set based on the acquisition cost of all fuel available for sale at the time of delivery using the First In First Out (FIFO) inventory method.
 3. There shall be a thirty-dollar (\$30.00) delivery fee assessed on any delivery that is requested to be made outside of normal working hours, including but not limited to evenings, weekends, and holidays. No such delivery shall be made without the prior approval of the City Administrator or his or her designee.
 4. The City Council may reduce the customer price per gallon established in this section for the Public School and the Clinic

Codified 5/21/13 Attested LG

D. Delinquent Accounts

1. The Customer shall pay the full amount of each fuel delivery invoice ticket within 30 days of the fuel delivery or the account becomes delinquent. The City shall send a "Notice of Account Delinquency" to the Customer when the account becomes delinquent.
2. Interest on delinquent accounts shall be paid at the rate of fifteen percent (15%) per annum; e.g., interest for the first two months of delinquency (90 days after the fuel delivery was made) would be determined by multiplying the fuel payment owed x .15 x 2/12^{ths}. Interest on delinquent accounts shall begin when an account is delinquent for 60 days, retroactive to the first day of delinquency.
3. The amount of the delinquent payment, with interest, shall constitute a lien on real and personal property of the customer whose account is delinquent.

4. The City may also collect from the delinquent customer all expenses that relate to the City's effort to collect, including but not limited to:

- (a) cost of collection;
- (b) attorney's fees and costs;
- (c) recorder's fees; and
- (d) court costs.

E. Past Due Notice.

All Customers whose monthly invoice statements are not paid in full by the tenth day of the month following the month a "Notice of Account Delinquency" has been sent to the Customer, will be sent a "Past Due Notice" by the City Administrator or his or her designee. The Past Due Notice shall state the amount due including any applicable interest, or other charges. It shall also include an explanation of the possible actions that the City will take if the Customer does not make payment in full on his or her account within ten (10) days of the mailing of the Past Due Notice, and indicate that such possible actions include; not providing further fuel delivery service, providing service on a cash only basis, taking whatever legal action is necessary to collect on the debt, or other action permissible under law.

E. Nonpayment of Charges.

1. If a Customer does not pay the full amount of the invoice on time, including but not limited to any interest and the costs of the collection described in Subsection 5-C-4, the City may take any of the following actions: discontinue fuel delivery services, provide service on a cash only basis, take whatever legal action is necessary to collect on the debt, or take any other action permissible under law.
4. The City may, in its sole exclusive discretion, allow a Customer to enter into a written payment plan to pay off a delinquent account. Failure to comply with the payment plan may make the Customer ineligible for the fuel delivery service from the City in the future. As long as a Customer complies with a payment plan entered into by the Customer and City, the City shall pursue no other action to collect unpaid charges.
5. The City may, in its sole and exclusive discretion, allow a Customer who is not a City employee to enter into a written work in lieu of payment plan and perform casual work for the City, in lieu of entering into a written payment plan, to pay off a delinquent account. Failure to comply with a work in lieu of payment plan may make the Customer ineligible for fuel delivery services from the City in the future. As long as a Customer complies with a work in lieu of payment plan entered into by the Customer and City, City shall pursue no other action to collect unpaid charges.
- 7 The City may, in its sole and exclusive discretion, allow a Customer who is a City employee to deduct amounts owed to the City from the employee's pay checks to pay off a delinquent account by entering into a written agreement to make such

deductions, only if such deductions will not reduce the employee's wage rate below the applicable statutory minimum wage and/or overtime rates. Failure to comply with the written agreement may make the City employee ineligible for fuel delivery services from the City in the future. As long as the City employee complies with the written agreement entered into by the City employee and the City, the City shall pursue no other actions to collect unpaid charges.

F. Discontinuance of Future Fuel Deliveries.

1. The City may discontinue fuel deliveries for the following reasons:
 - a. nonpayment of invoices;
 - b. noncompliance with any of the provisions of this section 5;
 - c. the Customer's fuel delivery storage container or line is leaking fuel;
 - d. an immediate hazard exists; or
 - e. necessity of the City to comply with an order or regulation of any government agency with proper jurisdiction.

2. Except as provide in Subsection 3 below, the City shall notify the delinquent customer in writing that fuel deliveries will be discontinued at least fifteen (15) day before the discontinuance occurs, by placing the notice at the entrance to the building where the fuel is delivered. The notice must contain, at a minimum, the following information:
 - a. the name and address of the Customer whose fuel deliveries are to be discontinued;
 - b. the date on or after which fuel deliveries will be discontinued unless the Customer takes appropriate action;

 - c. an explanation of the reason(s) for the proposed discontinuance, including a statement of any delinquent amount owing to the City;
 - d. if the discontinuance is premised on failure to pay fuel invoices,
 - i. a statement advising the Customer to contact the City for information regarding a possible payment plan and/or other procedures that the City may offer to avoid discontinuance of fuel deliveries; and
 - ii. a list of governmental or social service assistance agencies(if any) which the City is aware of that may offer energy assistance payments to qualified customers;
 - e. a specific request that if the Customer's residence is occupied person seriously ill, elderly, disabled, or dependant on life support systems, the Customer should notify the City immediately of that circumstance for consideration in avoiding discontinuance of fuel deliveries.
 - f. a statement advising the customer that the City's stated reason for discontinuing fuel deliveries may be disputed and potentially resolved by contacting the City at the City's address and/or
 - g. a statement that the City retains the right to discontinue fuel deliveries, after allowing a customer who disputes the amount owing the

opportunity for a meeting, if the city continues to find that the reason for discontinuance of fuel service deliveries is just.

3. If the City has been informed that a residence is occupied by a person who is seriously ill, elderly, disabled, or dependant on life support systems, the City shall provide the notice required by subsection 2 above at least thirty (30) days before discontinuing fuel deliveries. Additional, if after giving notice in accordance with subsection 2 above, the City thereafter learns that a residence is occupied by a person who is seriously ill, elderly, disabled, or dependent of life support systems, the City shall extend the discontinuance date by an additional fifteen (15) days and notify the Customer accordingly.

G. Resumption of Fuel Delivery Services Following Discontinuance.

1. If a Customer's fuel deliveries have been discontinued in accordance with section F above for nonpayment of invoices, resumption of fuel delivery services shall occur only upon payment of all amount due and owing to the City, including but not limited to the amount of delinquent invoices, interest, collection costs, and any other costs incurred by the City. Additionally, the Customer must pay a one hundred dollar (\$100.00) deposit for future fuel delivery services.
2. Where fuel deliveries to a Customer have been discontinued because of leakage in the Customer's storage tank or line, resumption of services shall be made once the storage tank or fuel line has been repaired.

H. Deposit on Account.

Any Customer who fails to pay an invoice on time as provided for in this Section 5 shall be required to pay a one hundred dollar (\$100.00) deposit for future fuel delivery services. The \$100 deposit shall remain on account with the City for a period of three consecutive months. If at the end of the three months, the Customer has made all of his or her payments owing to the City on time, then the deposit shall be applied to the Customer's next fuel delivery invoice.

I. Preference During Shortage.

In case of a shortage of available fuel, the City may give preference to certain customers over other customers as determined in the sole discretion of the City.

J. No Liability of City.

The City shall not be liable for any loss or damage of any nature whatsoever at the customer delivery site, including but not limited to: loss or damage related to freezing fuel lines, fuel discharges and leaks for the customer tanks and fuel lines; or other environmental contamination. The City will regularly maintain and repair its fuel delivery trucks.

K. Suspension of Provisions.

Neither the Mayor nor the any employee of the City shall suspend or alter any of the provisions of this Section without specific approval of or direction from the City Council, except in cases of emergency involving a danger of loss of life or property.

L. Resale Prohibited

A customer shall not resell any fuel sold to it by the City.

M. Notice to Customers.

All current customers shall receive a copy of Substitute Ordinance 03-01 with the mailing of the next fuel delivery invoice statement following passage of Substitute Ordinance 03-01. All new customers shall receive a copy of Section 5 upon applying for fuel delivery services with the City.

N. Administration and Enforcement.

This Section shall be administrated and enforced by the Mayor. All monies collected for fuel delivery services shall be segregated as a separate revenue fund from other City funds, with the actual fees collected being deposited and commingled within the City's General Fund bank account. All City costs incurred (including but not limited to the cost of labor) to provide fuel delivery services to purchasers and customers, shall be accounted for separately. The City Council may adopt such additional rules, procedures, and policies pertaining to fuel delivery services as it deems proper.

Section 6. Authorizing To Sell Gasoline and Gasoline Sales Payment Management System

- A. The City may sell gasoline to residents and other consumers within the City in accordance with this section.
- B. The City Administrator shall develop policies and procedures for gasoline sales which shall be approved by the City Council by resolution, and may be amended from time to time by the City Council by resolution
 - 1. Such policies and procedures shall include but not necessarily be limited to policies and procedures for the following.
 - a. design, construction and safety of the City's gasoline storage tank and pumping facilities;
 - b. access to the City's gasoline pumping facilities by gasoline customers and other persons;
 - c. customer prices for gasoline and any related products;
 - d. customer payment and billing for gasoline and any related products;
 - e. delinquent accounts, past due notices, nonpayment of charges, discontinuance of gasoline sales, resumption of gasoline sales, and debt collection from customers who fail to pay on time; and
 - f. hours of operation and other operational procedures and policies
 - 2. Any policy and procedure regarding prices for gasoline and any related products shall base customer prices on the cost of the gasoline delivered to the City (hereafter "delivered cost") plus a fixed percentage of the delivered cost to cover the city's

additional costs, which include but may not necessarily be limited to, the costs of gasoline delivery as well as acquisition, maintenance and repair of gasoline facilities.

3. Any policy and procedure regarding payment for gasoline and any related products may provide for payment in cash at the time of sale in lieu of a monthly invoice, billing and payment system, under appropriate circumstances.
 4. In all other respects, the policies and procedures shall be modeled after the Payment Management System policies and procedures provided for in Section 5 of Chapter 38 regarding bulk fuel sales, to the extent that such policies and procedures are appropriate to gasoline sales.
- C. In case of a shortage of available gasoline, the City may give preference to certain customers over other customers as determined in the sole discretion of the City.
 - D. The City shall not be liable for any loss or damage of any nature whatsoever, including but not limited to loss or damage related to freezing gasoline pipelines, pumps, or other equipment; gasoline discharges or other environmental contamination
 - E. Neither the Mayor nor any employee of the City shall suspend or alter any of the provisions of this Section, or the policies and procedures developed in accordance with this Section, without specific approval of or direction from the City Council, except in cases of emergency involving a danger of loss of life or property.
 - F. A customer shall not resell any gasoline sold to it by the City.
 - G. This Section 6 shall be administrated and enforced by the Mayor. All monies collected for gasoline sales shall be segregated as a separate revenue fund from other City funds, with the actual fees collected being deposited and commingled within the City's General Fund bank account. All City costs incurred (including but not limited to the cost of labor) to provided gasoline to purchasers and customers, shall be accounted for separately.

CHAPTER 39

CITY EQUIPMENT

Sections:

1. Use of City Equipment.
 2. Competition.
 3. Rental Rates.
 4. Fuel.
 5. Operators.
 6. Insurance.

Section 1. Use of City Equipment

- A. Rental of City-owned equipment shall only be permitted pursuant to a written equipment lease contract executed between the City and the party who wishes to rent the equipment. The Mayor or his or her designee is authorized to enter into such contracts on behalf of the City. The Mayor or his or her designee shall take into consideration the circumstances of each request to lease City equipment when developing the terms of such contracts.
- B. City projects shall take priority before equipment is rented out.
- C. The City shall only rent equipment when there are no other entities or individuals within the City willing and able to rent or lease the same type of equipment to the party requesting the rental.

Section 2. Rental Rates

- A. The City shall charge fees for rental of equipment in accordance with a fee schedule adopted by the City Council by resolution. The fee schedule may be amended from time to time by Council resolution. The City Clerk shall keep a copy of the adopted fee schedule on record at the City Office for review by the public.
- B. A deposit shall be paid in advance of any rental equal to the full amount of all fees charged, unless the Mayor or his or her designee determines, in his or her sole discretion, that the renter of the equipment may be extended credit to pay such fees. In no event shall the Mayor or his or her designee allow the renter to pay more than fifteen days after the last day of the renter's use of the equipment. After thirty (30) calendar days, the City shall charge interest on all late payments. The Mayor or his or her designee may not extend credit to a potential renter who is delinquent in the payment of any amount due and owed to the City, or to a renter who has previously failed to pay, or made late payments, for rental of City-owned equipment.
- C. Equipment rental fees may be waived or reduced by the Mayor for any person when the fee would pose an economic hardship, except that the Mayor may not waive or reduce fees for a person who is delinquent in the payment of any amount due and owing to the City, or any person who has previously failed to pay, or made late payments, for rental of equipment to the City.

Section 3. Fuel

Except as stated otherwise in a party's equipment rental agreement with the City, the person or entity leasing the equipment shall be required to pay for all fuel for the equipment.

Section 4. Operators

Renters of City-owned equipment shall provide equipment operators. Renters of City-owned equipment shall only permit properly certified employees to operate the equipment.

Section 5. Insurance

A. Renters of City-owned equipment shall provide insurance as required in the equipment rental contract with the City, and shall indemnify, defend, and hold the City harmless from claims arising out of the renter's use of the equipment.

CITY OF EGEGIK

P.O. Box 189
Egegik, AK., 99579
Ph.: (907) 233-2400
Fax: (907) 233-2231

**CONTRACT AGREEMENT
FOR
USE/RENTAL OF CITY VEHICLES AND EQUIPMENT**

I, _____ (Individual or Individual/Business---
--Name) hereby am requesting that the City of Egegik rent to me the following City road
or other equipment; namely, the _____
_____. I affirm that I have _____ Months/Years experience in operating
such equipment. If required, I am willing to pay an additional \$20.00 per hour for an
experienced City operator of the equipment.

I intend to use the equipment for the purpose of _____
_____. I plan to use the vehicle and/or equipment from:

ROAD EQUIPMENT RENTAL PRICE SCALE

All Vehicles Rates Without Operator or Fuel

<u>EQUIPMENT ITEM</u>	<u>SUMMER RATE</u> 16 May-31 August	<u>WINTER RATE</u> 1 September-15 May
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- 1) Equipment Below Is Listed at Summer Rate Scale
- 2) Winter Rental Rate Is Either: A) 50% of Summer Rate Scale, plus an Additional \$20.00 Per Hour for a City Approved Vehicle Operator, Or Otherwise The same as the Summer Rate.

- A) # 550 Cat. Wide Track -- \$85/hr.; \$500/day; \$1,500/wk.; \$4,000/month
Added Cost With Back-Hoe:-- \$35/he. \$200/day; \$500/wk.; \$1,500/month
- B) # 850 Dozer -- \$125 hr.; \$800/day; \$2,750/wk.; \$8,250/mo.
- C) #400 G Dozer -- \$75 hr.; \$450/day; \$1,400/wk; \$3,500/mo.
- D) #544 B Loader -- \$90/hr.; \$550/day; \$1,600/wk; \$4,800/mo.

- E) Ford Dump Truck -- \$50/hr.; \$300/day; (Weekly Use Not Permitted)

CHAPTER 40

CITY PROPERTY, INVENTORY AND FILES

Sections:

1. Inventory; files.
2. Ancillary files.
3. Register

Section 1. Inventory; files

The Office of the City Clerk shall prepare and maintain files which contain separate inventories and listing of all real as well as personal, non-consumable properties, capital improvements and equipment belong to the City either having a determined value of more than five hundred dollars (\$500.00) effective 7/10/95; or having a purchase value of more than five hundred dollars(500.00) when acquired to that date.

As is feasible, these files shall contain:

- A. the date of acquisition of the property, improvement, or equipment;

- B. the condition at the time of acquisition;
- C. the original cost whether borne by the City or paid by a donor agency such as PHS, Village Safe Water or another state or federal agency including, as is feasible, a budget breakdown by categories of individual costs such as labor, materials, freight, etc.; or a cross reference to documentation containing such information;
- D. costs of subsequent repairs and improvements after acquisition;
- E. a listing, as is feasible and practicable, of past, current, and future repair, renovation, replacement or improvement needed, and in the case of current or future repair, renovation, replacement or improvement, estimates or quotations of costs.

Section 2. Ancillary files

The Office of the City Clerk, as feasible, shall maintain ancillary files to the inventories and listings which shall include all supportive documents such as warranties, maintenance schedules, licenses, insurance coverage etc. These files shall be so maintained that any supportive information concerning a city property may be immediately retrieved. These files shall contain information, price lists, names, addresses and phone numbers about parts and suppliers.

Section 3. Register

The Office of the City Clerk, as is feasible, shall a register which lists the locations, costs, date of acquisition, serial numbers, etc. of all non expendable city properties individually valued at more than \$500.00 as of 7/10/95 or their subsequent date of acquisition. The City Clerk may provide for property control numbers or such other system of labeling city properties as the Council deems appropriate.

CHAPTER 41

**SOLID WASTE LANDFILL/BATCH OXIDATION SYSTEM
MANAGEMENT AND OPERATIONS POLICY**

Article I, Preliminary Matters and City Responsibility

Sections:

1. Ownership
2. Enforcement Responsibility
3. Management and Operation Responsibility
4. Emergency actions
5. Disclaimer of Liability
6. Dispute Resolution
7. Adaptation of Alaska Law

Section 1. Ownership.

The Egegik Landfill, the Batch Oxidation System Facility and Equipment, the Waste Fuel Burner and the Solid Waste Removal Equipment, all purchased by the City, are owned and operated by the City of Egegik.

Section 2. Enforcement Responsibility.

A. The City of Egegik is responsible for enforcing the provisions of this chapter unless otherwise noted herein. Much that is contained in this chapter is taken from the November, 1996 "Egegik Solid Waste Management Plan and Landfill Operations Plan," as well as the "Existing Dump Site Closure Plan," that was included in the City's Class III, Solid Waste Landfill application to the Alaska Department of Environmental Conservation (ADEC). Just as the ADEC is responsible for the enforcement of the content of the Permit documents as related to the city, so also, the City is responsible for the enforcement of these same documents insofar as their content relates to customer usage. Other chapters of the City Code may have bearing on related enforcement procedures; for example, Chapter 54, "Litter, Pollution; Sanitation Measures". The provisions of this chapter are enforceable by law as they are originally enacted and amended by subsequent ordinances of the City Council

B. The City Administrator is entrusted by City Council, under ordinary circumstances, to enforce the provisions of this chapter. This Staff authority may be delegated by the City Administrator to the Public Works Manager or other Public Works Personnel. Where necessary, the City may decide to have the Alaska State Troopers, via the Village Public Safety Officer stationed at Egegik, perform enforcement procedures concerning specific provisions of this chapter.

Section 3. Management and Operation Responsibility.

The City of Egegik has responsibility for the management of the various categories of solid wastes considered in this chapter; and also, for the maintenance of the City's Class III, Solid Waste Landfill, the Batch Oxidation System Facility, the Waste Fuel Burner and all other City owned, solid waste related land or equipment. The City Administrator is entrusted by the City Council with final personnel authority for exercising management and maintenance responsibility. The City Administrator may delegate this responsibility and authority to the City Public Works Manager or other Public Works Personnel.

Section 4. Emergency Actions.

No provisions of this chapter shall be considered as limiting any City Personnel from action necessary to protect life, limb or property in the event of an explosion, fire or emergency at the Landfill or Batch Oxidation System Facility

Section 5. Disclaimer of Liability.

A. The City of Egegik assumes no liability for materials delivered by any person to the landfill and burned; nor does the City assume responsibility for any salvageable materials brought to the landfill by any party and salvaged by other parties.

- B. As long as adequate signs, fencing and other safeguards are present at the landfill and Batch Oxidation System Facility, notifying landfill users of potentially Dangerous landfill areas, the City assumes no responsibility for accidents or loss of property involving anyone on landfill for landfill related City property.

Section 6. Dispute Resolution.

- A. The City Administrator shall be responsible for resolving any disputes which may arise concerning the contents of this chapter. Unresolved disputes will be referred to the City Council for resolution.
- B. In the event a dispute arises between the Alaska Department of Environmental Conservation's interpretation of the Permit language as contained in this chapter, the interpretation of the Department shall prevail.

Section 7. Adaptation of Alaska Law.

In accord with AS 29.35.050(a), the City of Egegik hereby exercises its municipal authority:

- A. to provide for the establishment, maintenance and operation of a system of garbage and solid waste collection and disposal to all City areas for which it is feasible for the City to provide such a system at any given time;
- B. to require all persons within the Municipality of Egegik who have reasonable access to the City's solid waste disposal system, to use the system and to dispose of their garbage and solid waste, including waste oil, as provided in this chapter
- C. to award contracts, as may be convenient, for solid waste collection and disposal; or, to provide for solid waste collection and disposal by the city;
- D. to pay for solid waste collection and disposal from budgeted and available City revenue;
- E. to require property owners, including fish processors/canneries, the School District and all private or public utility owners, to use the garbage and solid waste collection and disposal; and,
- F. to fix charges against the property owners or occupants of premises for the collection and disposal; and,
- G. to provide penalties for violations of the ordinance comprising Chapter 41.

Article II, Solid Waste Management Policy

Repealed

Attested: LG

Article III. Waste Management

Sections:

1. Waste disposal.
2. Hazardous and toxic waste.
3. Prohibited waste.
4. Disposal of oil and fuel.
5. Fees.
6. Fines.
7. Recordkeeping.
8. Inspections.

Section 1. Waste disposal.

(a) All solid waste generated within the City shall, unless otherwise provided in this Article, be disposed of by delivery to the City Batch Oxidation System ("BOS") Facility. Any person or entity may contact the City to request an exemption to this requirement.

(b) The BOS Facility operating hours shall be posted at the BOS Facility.

(c) Except as otherwise provided in this article, waste products must be placed in the specified disposal receptacles located at the BOS Facility. There shall be two separate receptacles at the BOS Facility accessible to the public 24 hours per day, seven days per week, unless they are locked due to an emergency. One of these receptacles shall be labeled "Burnable Material Only" and the other shall be labeled "Non-burnable Material Only." Directions shall be posted at the BOS Facility listing the types of waste that must be placed in the "Burnable Waste" receptacle and the types of waste that must be placed in the "Non-burnable Waste" receptacle.

Section 2. Hazardous and toxic waste.

(a) Except as otherwise provided in this article, no person or entity shall dispose of hazardous or toxic waste within the City.

(b) "hazardous waste" means a waste or combination of wastes that because of quantity, concentration, or physical, chemical, or infectious characteristics may

(1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

(2) pose a substantial present or potential hazard to human health or the environment when improperly managed, treated, stored, transported, or disposed of.

Any person or entity who wishes to dispose of a material that may be hazardous or toxic but is not specifically referenced in this article must contact the City for disposal instructions.

(c) Hazardous and toxic waste that the City determines can be safely and efficiently disposed of at a City facility shall be separately contained, clearly identified and delivered to the BOS Facility under the conditions specified by the City.

(d) Hazardous and toxic wastes which the City determines cannot be safely and efficiently disposed of at a City facility shall be disposed of in such a manner as to prevent any hazard, damage or injury to persons or property, and shall be disposed of in accordance with any and all applicable federal, state and municipal laws.

Section 3. Prohibited waste.

(a) The following types of waste are prohibited from being placed in either the "Burnable Waste" or the "Non-burnable Waste" receptacles:

(1) bulk or non-containerized liquid wastes, unless the waste is a household waste of one gallon or less;

(2) hazardous wastes;

- (3) oil, fuel, anti-freeze or other fluids from vehicles, generators or motors;
- (4) lead acid batteries;
- (5) noncombustible construction wastes;
- (6) junk vehicles, and/or;
- (7) large appliances.

(b) The type of waste specified in subsection (a) of this section, except for fuel and oil, must be delivered to the BOS Facility during operating hours and given directly to a City employee working at the BOS Facility.

Section 4. Disposal of oil and fuel.

- (a) Fuel and/or oil for disposal must be brought to the City shop located adjacent to the City office during general business hours. If there is no City employee available to receive the oil and/or fuel then the person disposing of the oil and/or fuel should contact the City to arrange for a drop-off time.
- (b) There shall be no charge for the disposal of oil and/or fuel.
- (c) Dumping fuel and/or oil anywhere outside of the specified location in subsection (a) of this section is prohibited. Fuel oil is not to be mixed with anti-freeze or other radiator/engine coolants which constitute "hazardous waste" and must be disposed of in compliance with section 2 of this article.

Section 5. Fees.

- (a) Paper/Cardboard to be burned in Burn box:
[Inasmuch as Fishery Cannery Employees/Drivers will be responsible for assisting the BOS Technician in the unloading of the paper/cardboard from the Fishery/Cannery delivery trucks and in the placing of these into the Burn box, there will be no charge for such deliveries.]
Provided that Fishery Cannery Employees/Drivers assist the BOS Technician in the unloading of the paper/cardboard from the Fishery/Cannery delivery trucks and placing these solid wastes into the Burn box at the new Landfill, the Burn box Fee, per burn, will be \$50.00; otherwise it will be \$100.00.
- b. (b) Solid Wastes to be burned in BOS Unit:
[\$20.00 per day while Fishery/Cannery is in operation.]
\$100.00 per BOS Unit burn of Solid Wastes received from each Commercial Fishery/Cannery business (or other businesses producing comparable amounts of solid waste).

(c) All users shall pay the following disposal fees:

(1)	Anti-freeze (5 gallons free per year)	\$1.00/gallon
(2)	Lead Acid Batteries (2 batteries free per year)	
	up to Group 24	\$10.00
	Group 24 to 4D	\$15.00
	Larger than 4D	\$20.00
(3)	Junk Vehicles	\$100.00
(4)	Large Appliances	\$50.00
(5)	Noncombustible Industrial Waste	\$30/cubic yard
(6)	Noncombustible Construction Waste	\$70/cubic yard

(d) All payments should be sent or delivered to the City administrative office unless an alternative method of payment has been approved by the City administrator.

Section 6. **Fines.** The City Council authorizes the Mayor or his or her designee to issue fines for all violations of this Article, with such fines ordinarily to be a maximum of Three Hundred Dollars (\$300.00) per incident, except where the cost to land, materials, or equipment justifies a higher fine.

Section 7. **Record Keeping.** Records for the entire BOS Facility and landfill operations will be kept in proper files within the City office, where they will be available for review by the general public.

Section 8. **Inspections.**

(a) The Public Works Manager and/or Equipment technician shall make monthly visual inspections of the BOS Facility and landfill and report their findings to the City Administrator.

(b) The City Administrator shall have the authority to authorize payments for services and parts as needed to maintain and repair the BOS facility and the landfill. Any written agreements for services and/or parts shall be subject to Council approval.

Repealed and Reenacted:

Codified 5/31/13 Attested: LG

Article II. Landfill Operations Policy

Sections:

1. Batch Oxidation Systems Policy
2. Temporary Landfill "Cell" Policy
3. Policy: Closure of Condemned Landfill
4. Waste Fuel Burner Policy
5. New, Seven Acre, Landfill Policy
6. Solid Waste Removal and Hauling
7. Maintenance Schedule, Inspections, Record Keeping
8. Fee Rate Schedule
9. Fines

Section 1. Batch oxidation System Policy.

A. System Description – The oxidation system is a two-stage system; a starved air, primary chamber for gasification of combustibles; and a secondary chamber to consume combustible gases and entrained particles. The system is capable of oxidizing (burning) 6,0000 pounds of type 1 solid waste and cooling for the removal of ash and non- combustibles, per day. The system will accommodate one load per day. Number 1 diesel fuel will be used to fuel the primary and secondary chambers prior to automatic ignition. The primary chamber is lined with dense castable refractory rather than ceramic fiber modules. The entire system is housed in the BOS Facility, across from the condemned landfill. The BOS Facility has a single phase, 120 volt, AC electrical power supply and its own freshwater well.

B. Primary Chamber The walls, roof and hearth are 1/4 " A36 steel plate, stiffened with flat bar. The base is of approximately 15" I-beam. The hydraulic actuated top door is combined with a

loading hopper in a shuttle type system. The front doors, contain fiberglass packing for a tight seal, swing manually of sturdy hinged arms. The reduction conditions in the Chamber dictate a low iron castable refractory , having a minimum density of 138 pounds per cubic foot and a thickness of 4.5". The weight of the Primary Chamber will be approximately 42,000 pounds. The standard operating temperature is 1,000-1,300 degrees F.

Waste is introduced into the top loading, 700 cubic foot, BOS Primary Chamber, unsorted and as received. No preprocessing, preparation or recycling of raw garbage is necessary. The Primary Chamber is sealed tight and a flame for auxiliary burners is placed in the Primary Chamber. Raw solid wastes from fish processor/cannery also will be placed in the Primary Chamber, however, paper and cardboard from the fish processor/cannery will be burned in the conex van burn box: the first year at the temporary landfill "cell" and , after that time, at the new landfill. All medical wastes shall be oxidated in the Primary Chamber.

Until such time as the City begins to provide solid waste removal services and then, after the date, solid waste can be dumped into the dumpster outside the BOS Facility, on the above listed days from 9:30 a.m.-Noon only, during the time when a BOS Technician is present. The BOS Technician then will haul the dumpsters into the BOS Facility, lifting the dumpsters on end and emptying the solid waste contents onto the tipping floor for screening and immediate placement within the Primary Chamber between Noon and 1:00 p.m. on the days noted. On all day the BOS Facility is operating, the BOS Technician will begin the Primary Chamber oxidation cycle promptly at 1:00 p. m .The BOS Technician will monitor the operation of the Primary Chamber at least for the first hour of the operation cycle. In order to avoid any littering, no solid waste will be permitted to be placed within the dumpster at the BOS Facility or for burning in the burn box, unless the BOS Technician or designated employee is present. Leaving garbage at the landfill or burn box when a BOS Technician is not present or, without prior arrangement, at time other than specified, strictly is prohibited and subject to a maximum \$300.00 fine for each infraction. BOS Facility hours of operation are posted at the Facility. The BOS Facility will remain locked at all times when the BOS Technician is not present. No solid wastes, including paper and cardboard, are to be stored within the BOS Facility for future burning. At 9:00 a. m. on the morning of each reduction cycle is completed the BOS Technician will remove all ashes and other non-combustibles from the cooled Primary Chamber and haul them, the first year; to the temporary cell and after that time, to the new landfill.

Section 2. Temporary Landfill "Cell" Policy.

A. Policy Specifics -- The temporary landfill "cell" shall be located directly west and adjacent to the closed landfill and across the access road from the BOS Facility. The operation policy for the interim landfill "cell" generally is the same as the policy for the new landfill, within the exception that there will be no salvage area at the temporary landfill for the first year the salvage area will be outside the City's Heavy Equipment Building and the temporary landfill shall not be used for the dumping of non - combustible construction wastes, junk vehicles and large white goods. These latter items shall be barged from the Community. In accord with the City's Landfill Operation Permit from the Alaska Department of Environmental Conservation, the operation of the interim "Cell" and the opening of the permanent landfill site, are being considered as but two phases of one and the same permit approval.

B. Waste Disposal Ash from the BOS Primary Chamber will be transferred to the "Cell" in covered containers and placed in the designated disposal site; likewise, the burned remains from the burn box located on the "Cell" site. The ash and burned paper/cardboard remains will be consolidated and covered, through use of the BOS Dozer, on a regular basis. Non-burnable and bulky items will be placed in the disposal Cell" at a separate designated area and periodically crushed with the BOS dozer and compacted prior to covering. The conex van burn box at the interim landfill site, once the seven acre landfill is constructed and a new conex van burn box is placed at the new landfill site.

C. Cover Cover materials such as sand and silt are to be stockpiled at the interim landfill site from earth removed in the ground removal phase of the BOS Facility construction.

Intermediate Cover: This cover will be placed over the waste as late into the winter as possible. Its purpose is to prevent waste from being blown from the Cell" by wind and to make the area as unattractive as possible to animals and birds. Layers of waste, covering the entire designated "Cell" area, will be built upon each other, with a layer of intermediate dirt cover between them, until the useable height of the landfill has been reached for the placing of a final cover. During the winter months when the stockpiled cover material is frozen, if blowing ash dust becomes a problem, the ash is to be covered with waste tires or some other temporary alternative coverage.

Final Cover: This is the last layer of cover over several layers of waste. Final cover will be two feet thick in order to ensure that the waste shall remain covered as it settles over time. Final cover is to be as impermeable as possible in order to limit infiltration and minimize leachate. It also is to be graded to promote drainage without causing erosion. The final cover of the interim landfill, scheduled to be done in the late summer of 1998 when the new landfill opens, will be re-vegetated with a seed mix recommended by the Alaska Department of Natural Resources Plant Materials Center for use in Egegik.

C. Non-burnable/Bulky Items -- These wastes, following compaction, will be covered in the autumn and when the interim landfill is closed for final cover and re-vegetation.

E. General Clean-up -- The conex van burn box will be covered with a metallic mesh net to prevent burning and burned paper/cardboard remnants for the fish processors/cannery deliveries, from being blown over the land. No light-weight wastes susceptible to being blown outside the unfenced, temporary "Cell", shall be permitted to be dumped in the landfill. Because of its temporary nature, the interim "Cell" will have no fencing around it. The BOS Facility and the interim landfill "Cell" will be inspected for litter by the Equipment Technician every two weeks during the time the fish processors/cannery are in operation. Monthly inspections will be conducted the remainder of the year. Litter within 500 feet of the "Cell" or wastes disposed improperly within the "Cell," will be picked-up and properly disposed.

F. Landfill Fill Plan -- Eventually, the entire interim landfill "Cell," adjacent to the closed landfill, will be filled with intermediate layers of cover and ash. The commended landfill fill plan calls for the stockpiled cover to be placed at the rear of the temporary "Cell", i.e., the location furthest from the access point of entry. Ash and other wastes should be built-up from the back corner of the "Cell", working towards the access point at the front corner. The entire interim "Cell" shall be filled with the first layer of ash and other wastes. A second and third layer of ash will be built upon the previous layer of ash and cover until the interim "Cell" is to undergo a final two foot thick covering and seeding, at the time of the opening of the new landfill. The same basis landfill plan procedure will be followed for each of the designated cells at the permanent new landfill.

G. Signs -- Portable signs will be erected, notifying all parties that no dumping is Permitted at the interim "Cell" and that all cardboard and papers delivered by the fish processors/cannery are to be placed within the burn box or stored at the BOS Facility. The following information will be posted at the burn box: "For Summer Use Only"; "For the Disposal of Paper and Wood Products Only"; "See Attendant Prior to Disposal" and "Light No Fires".

Section 3. Policy: closure of Condemned Landfill.

A. General Description -- The Old Landfill is to be closed as soon as the BOS Facility is constructed, the BOS equipment installed and in operation, and the temporary "Cell" ready for use. Earth removed in performing the earthwork for the construction of the BOS Facility, entrance ramp/driveway and for the leveling of the entire one acre BOS Facility site, will be moved across the access road to cover the entire old landfill with a 2.5 foot amount of relatively impermeable ground and 6 inches of soil capable of sustaining plant growth. The vegetative cover will be low maintenance and shallow rooting. A mix of Norcoast Bering Hairgrass, Boral Red Fescue and fertilizer is to be seeded, in approximately mid-July, 1997 in order to provide a strong vegetative cover by freeze-up. The closure area will be marked with permanent markers in accord with 18 AAC 60.390 (c). The conex van burn box is to be moved to the interim "Cell" site, immediately west of the closed landfill, but only for summer burnings of paper and cardboard delivered by the fish processors/cannery. The BOS Technician will monitor the closed landfill weekly for any litter during the first two months of closure and monthly, thereafter.

B. Specific Closure Operations All fencing is to be removed, with any unusable fencing disposed in the landfill, prior to its closure. Loose wastes and litter surrounding the area will be collected and consolidated for disposal. Large items, such as vehicles, boats, empty drums and containers will be crushed and compacted with the Dozer, prior to covering. Fluids (antifreeze, oil, fuel, and lubricants) and batteries will be removed from all vehicles, waste generators and motors, prior to crushing and compacting. The fuel and oil will be burned-off in the Waste Fuel Burner. Other fluids and waste batteries, plus any non-residential hazardous wastes, will be stored for barging from the Community. All wastes will be consolidated, crushed and compacted thoroughly, prior to disposal and final coverage. Drainage swales will be excavated along the west, south and east boundaries of the final covering in order to carry drainage to the seasonal tundra pond. The cap surface will be

constructed with a 4% minimum grade. Side slopes will be a maximum 3:1 ratio. The existing property corners will be permanently marked with stakes, which are to be painted red and have red reflector tape attached to the upper one foot. All closure work must be completed within ninety days of last landfill use.

C. Post-Closure Requirements The Alaska Department of Environmental Conservation must be notified at the completion of the closure activities. After the closure is complete, the 400' X 400' closed site is to be recorded. The closed landfill is to be inspected annually for a minimum of ten years, preferably after the spring thaw. Any required minor grading, reseeding and minor maintenance will be done following the inspection, in order to maintain a well drained, vegetated cap. Any future freshwater wells are to be drilled a minimum of 200' from any property line of the closure site.

Section 4. Waste Fuel Burner Policy.

A. The Waste Fuel Burner being installed at the City' Heavy Equipment Maintenance Garage, is to be used off burning of all waste fuel within the Community that is not being barged for Egegik. Delivery oil to the BOS Facility, the temporary landfill "Cell" or the new permanent landfill strictly is prohibited and is in direct opposition to Federal, State and Municipal law. Dumping waste fuel at the landfill or anywhere else within the City limits is prohibited by this Ordinance and is subject to a \$300.00 fine for each occurrence. Dumping waste fuel outside the City limits is prohibited by State law. Waste fuel oil is not to be mixed with anti-freeze or other radiator/engine coolants which are to be stored separately as hazardous wastes and barged from the Community.

B. Waste fuel is to be brought to the Equipment Maintenance Garage from 10:00 a.m. to Noon and 1:00-3:00 p.m., on normal working days when the Equipment Technician or other City Staff are available to receive it.

C. The City Waste Fuel Burner, weighing 290 pounds, is built so that the burner manually does not have to be adjusted according to the differing viscosities of the waste oil placed in the 250 gallon waste storage tank for subsequent burn-off. The flow rate of the burner is 1 gallon per hour. Insofar as the plumbing system to the burner adjusts the flow of waste oil automatically, according to viscosity, the unit will neither over fire, causing damage to the combustion chamber; nor under fire, producing insufficient heat for burn-off. The Burner converts all the waste oil into waste heat for heating the Equipment Building, while eliminating the cost and liability of waste fuel disposal. A water separator unit has been added to the burner equipment to ensure that only waste fuel reaches the burner.

Section 5. New, Seven Acre, Landfill Policy.

A. General Policy The New Landfill Policy essentially is the same as that contained in Section 2, Temporary Landfill "Cell" Policy, of this Article. The Landfill Fill Plan as contained in Section 2 of this Article, is applicable, as written, for Cell 1 and future Cell 2, plus other future cells (see Landfill Site Plan that immediately follows) which will be designated at the new, seven acre landfill site that was deeded in February, 1997, by the Becharof Corporation to the City for a total price in excess of \$70,000. The approximate volume of Cell 1 is 14,145 cubic yards ; therefore it has been conservatively estimated that each Cell will last approximately 6.2 years. Earth scraped from the surface of the landfill site during the landfill construction, will be stockpiled at the rear of the first designated cell for use as intermediate cover. The BOS Technician will haul ass from the BOS Facility and dispose it in the designated new landfill, trash disposal cell, A New conex van burn box is to be purchased and installed at the new landfill for the burning of paper and cardboard wastes from the fisheries/cannery, which are too numerous to be stored in dumpsters for eventual burning at the BOS Facility.

B. Prohibited Wastes No bulk or non-containerized liquid wastes, unless the waste is a household waste of one gallon or less, are permitted at the landfill. Hazardous wastes generated by non-residential sources -- such as fish processors/canneries or electrical power companies -- are not permitted to be disposed at the landfill. Oil used, fuel, anti-freeze or other fluids from waste vehicles, generators or motors, are not permitted to be disposed at the landfill. Disposal of lead acid batteries at the landfill, likewise is prohibited. The aluminum can recycling area will be outside the BOS Facility. A structure for containing hazardous wastes until they can be barged from the Community, will be installed on the BOS Facility land site, prior to their shipment from the Community.

C. Distinct Policy The new landfill policy will differ from the Interim Landfill Policy, contained in Section 2 of this Article, concerning the following.

Fencing: The new landfill will have a 5,' above ground, galvanized, chain link, security fence, with corresponding entry gate, surrounding the entire landfill complex. The gate entrance area will be a minimum 10' wide.

Setback: There will be a 50' waste material setback on the inner perimeter of the landfill.

White Goods, Non-Combustible Construction Wastes and Vehicle Salvage Area: With the opening of the seven acre landfill site, a separate, 85' X 100' white goods, non-combustible construction wastes and vehicle salvage area will be designed. After one year, any vehicles saved for salvage will be crushed and compacted for barging from the Community. Salvaged vehicle fluids and waste batteries will be collected and barged from the Community in accord with the policy contained in Section 2-B of this Article. Items in the salvage area which no longer have any salvage value, if they cannot be barged from the Community; e.g. vehicles painted with lead paints, will be compacted, and covered in the trash disposal cell.

Swales: Drainage swales shall be established between cells.

Section 6. Solid Waste Removal and Hauling.

A. Policy Intent The city intends to purchase, primarily through grant funds, a hydraulic shuttle (Hook Lift) Loader, to be installed on a converted truck chassis, that could load dumpsters at solid waste removal locations within the Community and unload them at the BOS Facility ramp for immediate solid waste placement in the BOS Primary Chamber. Aside from the disposal of non-combustible construction materials, junk vehicles and boats, waste batteries and large white goods, all solid wastes, resulting from residential and small business consumption, will be burned in the BOS Primary Chamber. Therefore, under ordinary circumstances, Egegik residents will have no need to transport any waste materials to the new landfill site, either before or after the City begins performing regular solid waste removal services. In the event that solid waste hauling businesses are established in the Community on a private enterprise basis, the waste haulers will coordinate with the City to obtain access to the BOS Facility outside its ordinary hours of operation.

B. Solid Waste Removal Schedule As it is noted in Article 3, Section 1 – D of this Article, the City intends to provide solid waste removal services, two days per week (Tuesdays and Saturdays) from 1 October - 31 March; three days per week (Tuesday, Thursday and Saturday) from 1 April – 31 May and 1 – 30 September; daily from 1 June- 31 August. Between 9:00 a.m. and 12 Noon, the BOS Technician will pick-up the dumpsters; transport them to the BOS Facility; place the unloaded solid wastes into the Primary Chamber for immediate burning; and then, return the empty dumpsters to their locations within the Community and outside the BOS Facility. Regardless whether the City soon can provide this intended garbage removal service, solid wastes will be accepted at the BOS Facility, in accordance with the seasonal operating schedule listed above, from 9:30 a.m.-Noon only, during the time when a BOS Technician is present. The BOS Technician will vet all hauled and delivered solid wastes that (s)he has emptied from the dumpsters onto the tipping ramp of the BOS Facility for screening and immediate placement onto the Primary Chamber, between Noon and 1:00 p.m. on the days noted. No solid wastes will be permitted to be placed either in the dumpster outside the BOS Facility or, during summer months, for burning in the burn box, unless the BOS Technician is present. Leaving garbage at the landfill or burn box when a BOS Technician is not present or, without prior arrangement, at times other than specified, strictly is not permitted. BOS Facility hours of operation are to be posted at the Facility. The BOS Facility will remain locked at all times when the BOS Technician is not present. The Solid waste collected in the Public Dock garbage container shall be hauled to the BOS Facility for immediate burning three times per week during the commercial fishery season.

C. Hauling of Solid Wastes to Landfill A BOS Technician, ordinary will haul construction material, white goods and salvage vehicles to the seven acre landfill site. Except in extraordinary circumstances, there should be no need for Egegik residents and small businesses

to haul any solid wastes on the nearly two mile landfill access road to the new landfill. Trucks owned by the fish processors/cannery hauling paper and cardboard to the new landfill for burning in the burn box on an authorized basis, shall have a tarp or other covering the solid wastes being hauled, in order to prevent these wastes from being blown either over private land owned by the Becharof Corporation; or over public land owned by the State of Alaska or the City. This tarp requirement shall be strictly enforced and any infraction shall be subject to a \$300.00 fine, regardless where on the access road the infraction occurs. Except by special arrangements, these paper/cardboard deliveries to the new landfill shall be conducted, from 2:30 p.m. – 4:30 p.m. Under ordinary circumstances, the BOS Technician will be present at the landfill when such deliveries are made. The fish processor/cannery drivers shall assist the BOS Technician in the placement of the paper/cardboard loads into the conex burn box.

Section 7. Maintenance Schedule, Inspections and Record Keeping.

A. Maintenance Schedule - -

BOS Operation and Ash Disposal:

Each Operation: Sort trash into household hazardous wastes and burnables.

Each Operation: Place ash in covered, fireproof container, transport to landfill and dispose of ash in landfill.

Each Operation: Clean BOS Facility Ramp area and the area around the Primary Chamber.

Weekly: Pick-up wind blown litter around fence and along the road.

Weekly: Consolidate, crush and compact ash, waste remnants from burn box and non-combustible/bulky items, permitted in landfill.

Weekly: Hose-down BOS ramp unloading area with fire truck hose and provide general cleaning to the entire BOS Facility.

Weekly: Consolidate hazardous waste storage area and waste battery containers outside the BOS Facility.

Weekly: Check all BOS unit controls.

Monthly: Check BOS thermocouples, circular charts, fuses door gaskets material, burner igniter electrodes, burner nozzles and various hearth panels. Replace and order new parts as required.

Non-Burnables and Ash Cover Operation:

Monthly: Place 6 inches of cover material over the consolidated ash. Cover material closest to the stockpiled cover material at the rear of the cell and work towards the materials farthest distance and nearest the entry gate.

Monthly: Consolidate and compact non-burnable/bulky items and cover. In winter months when covering is not possible, consolidate and compact only.

Monthly consolidate items placed in the salvage area.

Non-burnables, Ash Cover and Salvage:

Annually: As is permitted and as is feasible, arrange for barging all non-fuel/oil fluids, waste batteries, non-burnable construction wastes, junk vehicles of no salvage value, plus all scrap metal from the Community.

Annually; Stockpile 100 cubic yards of sand and gravel for cover material.

- B. Inspections** - - The Public Works Manager and /or Equipment Technician will make monthly, visual inspections of all BOS Facility and Landfill. The inspections will include the following:

Condition and size of the landfill cell;

BOS Unit Primary and Secondary Chambers; Sign, fencing, gate, BOS Facility overhead door, solid waste removal vehicle, dozer, dumpsters, berms and access road; Snow accumulation on disposal sites; Pertinent waste materials are being disposed in proper designated cell areas; Adequacy of cover material;

Signs of damage or potential damage from settlement, ponding, leakage, erosion, etc.; Water drainage for surface run-off in active landfill cell and closure area; Litter accumulation and control; and'

Condition of closed landfill.

Ash sampling: Ash will be sampled once a year to monitor contaminants which may be present prior to or consequent of the ash burning process. The ash will be tested prior to its placement in the ash disposal cell. The results will be placed in the landfill records.

- C. Record Keeping** Records for the entire BOS Facility/Landfill Operations will be kept in proper files within the City Office, where they will be readily available to the Alaska Department of Environmental Conservation, other pertinent State and Federal Agencies, the City Council, City Employees and the General Public. Employees and the Public may review and copy these records at the City Office; however, these original records are not to be removed from the City Office.

Section 8. Fee Rate Schedule.

- A. Fee Intent** The purpose for charging resident households, small businesses, lodges and guest houses, commercial fisheries and public entities a fee for the burning of solid wastes, which either can be burned in the BOS primary chamber or must be disposed in another manner, is to provide ongoing customer use revenue that will help allay costs which the City incurs in order to maintain and operate the BOS Facility and

equipment; the temporary and permanent landfills; the closed landfill; the waste fuel burner; plus costs for the storage and transporting of non-usable salvage material, junk vehicles, white goods, construction wastes, plus used batteries and other commercial hazardous wastes, from the Egegik Community.

B. Solid wastes to be Burned in the BOS Unit - -

1. RESIDENTIAL USE:

Until such time as the City can provide Solid Waste Disposal services to the City's north side, these fee rates will apply to all households located of the Southside of the Egegik River, whether or not the City eventually can provide dumpster pick-up deliveries to the BOS Facility. Solid Waste ashes from the north side of the will be loaded at the Public Dock and transported, free of charge, for disposal at the City landfill.

- a. For a single family households already paying both Freshwater and wastewater Utility Service fees, there will be no additional charge.
- b. For households paying only Freshwater Utility fees or only Wastewater Utility fees, the additional Solid Waste disposal will be six dollars (\$6.00) per month;
- c. For households paying no Freshwater or Wastewater Utility fees, the Combustible Solid Waste fee will be twelve dollars (\$12.00) per month.

2. RETAIL BUSINESS USE:

(Excludes Lodges, Guest Houses, Hotels and Motels.)

- a. Monthly Rate: \$15.00

3. LODGES, GUEST HOUSES, HOTELS AND MOTELS:

- a. Monthly Rate:
 - May 16-September 15: \$50.00
 - September 16-May 15: 15.00

4. PUBLIC SCHOOL & GYM:

- a. Monthly Rate:
 - During School Year: \$50.00
 - Summer Vacation & Christmas Vacation Periods: \$0.00

5. COMMERCIAL FISHERIES/CANNERIES:

a. Paper/Cardboard to be burned in Burn box: Inasmuch as Fishery/Cannery Employees/Drivers will be responsible for assisting the BOS Technician in unloading of the paper/cardboard from the Fishy/Cannery delivery trucks and in the placing of these solid wastes into the Burn box, there will be no charge for such deliveries.

- b. Solid Wastes to be burned in the BOS Unit:

\$ 20.00 per day while the Fishery/Cannery is in operation.

- C. **Scrap Metal, Junk Vehicles-ATV's Non-Burnable Construction Wastes, White Goods, etc.** Because these wastes have to be crushed, flattened and buried or barged from the Community and at considerable expense to the City, the fee will be fifty dollars for a small dump-truck load; \$40.00 for a car/truck vehicle; \$20.00 for an ATV and \$10.00 for a large appliance such as a washer or dryer. (Batteries are to be removed from all junk vehicles, including ATV's, prior to disposal.) Except for dire necessity, none of these solid wastes are to be disposed in the Temporary Landfill "Cell".

- D. **Commercial Hazardous Wastes** - - Insofar as waste batteries, propane tanks, electrical transformers, barrels of waste anti-freeze, etc. must be transported from the Community by barge or plane, the fees of these hazardous wastes will be based on the prevailing barge or air cargo weights rates.

- E. **Waste Oil To Be Burned** - -
 - 1. Cost per gallon: \$0.50

Section 9 Fines.

The City Council authorizes the Mayor or, by delegation, the City Administrator, to issue fines for all violations of this Chapter, with such fines ordinarily to be a maximum of three hundred dollars(\$300.00) per incident, except where the cost to land, material or equipment justifies a higher fine.

CHAPTER 42

WASTEWATER SEPTIC RESTRICTIONS

Sections:

1. Conditions for Restriction of New Septic System
2. Restriction of Septic System Placement Within Property Boundaries
3. Requirements to Hook-Up to City Wastewater City System on Sale of Property

Section 1. Conditions for Restriction of New Septic System.

Within City boundaries, for any purpose whatsoever, the construction and installing of a new septic system, or the opening of a closed septic system, on property either serviced by the City's Wastewater Utility System or on property adjacent to easements where the City's Wastewater Utility System is operating, shall be prohibited.

Section 2. Restriction of Septic System Placement Within Property Boundaries.

No septic system, within City boundaries, shall be permitted to be constructed or installed on any property where any part of the pertinent septic system area shall be within less than ten feet of any of the external boundaries of that property in which it is being constructed or installed.

Section 3. Requirements to Hook-up to City Wastewater System on Sale of Property.

It shall be unlawful for the owner or any other person occupying or having charge of any premises within the city limits which are situated within three hundred (300) feet of a sewer main to dispose of sewage there from by any means other than use of the city sewer system. It shall be unlawful to construct or to continue to use any other sewage disposal system, such as a privy, vault, cesspool or septic tank on such property except by special approval of the city council in cases of undue hardship.

CHAPTER 43

CITY AIRPORT OPERATION AND REGULATIONS

Article I, Background, Authority, Assurances and Preliminary Matters

Sections:

1. Background
2. Authority
3. Assurances
4. Responsibility
5. Compliance with Applicable Regulations
6. Disclaimer of Liability
7. Liability for Costs of Damage to Facilities
8. Accident Reports
9. Authority of Airport Manager
10. Appeals form Decisions of Airport Manager

Section 1. Background.

A. The Egegik Airfield was constructed in the summer of 1994 at a cost of \$3,412,825, of which \$3,199,523 was an Airport Improvement Program (AIP) Grant award to the Alaska Department of Transportation and Public Facilities (DOT-PF) from the Federal Aviation Administration (FAA). The construction and related purchases consisted of the following:

- a 150' x 3,600 runway safety area with a 75' x 3,000' gravel runway;
- a 40' x 362.5' taxiway with an 80' wide taxiway safety area;
- a 350' x 700' aircraft parking area and lease lot area, meeting the requirements that the parking setback be a minimum of 400' from the runway centerline;
- a 30' x 8,250' access road to the airport and apron;

- a 24' x 46' equipment storage building;
- installation of a medium intensity lighting system with utility line extension;
- purchase of a motor grader for snow removal; and
- land acquisition (307.5+/- acres)

B. The Airport and constructed Access Road is located in T23S, R50W, Section 12 & 13; and T23S, R49W, Section 7 and 18, Seward Meridian. In November, 1997, Access Road land that is part of the Old Airfield land area (Tract) "C", U.S.S. 4900) in T23S R50W, Section 1; and T23S R49W, Sections 6 & 7, were included in the total, finalized conveyance of Airport Access Road land from DOT-PF to the City, in accord with the Record of Survey, dated 10/22/97

C. The Egegik airfield is classified as a Group II airfield, even though it is less than 3,280' in length. Accordingly, it is approved to accommodate, on a regular basis, planes capable of flying a speed of 91 knots through 120 knots; and of a wing span of 49 feet through 78 feet. The following clarification, received on 4/3/98 from the FAA, Airport Project Manager, clarifies what planes may use the Egegik Airport:

"Section of the runway length at Egegik was predicated on a family of aircraft (B-II, under 12,500 lbs.) the airport elevation, and the mean maximum temperature for the hottest month. The planning and design process lead to the September 23, 1993 approved Egegik Airport ALP {Airport Layout Plan} which depicts the existing airport and runway 11/29 (3000' x 75') safety area (3600' x 150') as a B (91 to 121 kts)-II (49 to 79 foot wing span) design group.

Occasional use of a B-II runway by larger aircraft is acceptable and occurs primarily for the purpose of transporting fuel, fish and building products. To our knowledge these types of flights have only occurred in support of cargo operations. approval of a cargo operator's proposal to use a specific runway is the responsibility of the operator's POI (FAA's Principal Operations Inspector). Historically the POI's approval has been predicated on the length of the surface available (safety area length). and the operators contention and/or demonstration that they can safely operate their aircraft with the appropriately imposed weight penalties on the available surface."

D. The Egegik Airport Layout Plan, signed on 9/10/93, in its Narrative Reports call for a Phase 2 extension of the existing Airfield (depending on needs priority determinations and available funds) within 6-10 years of the 1994 Phase I construction. The Plan calls for an extension of the existing runway an additional 2,000' so that it can become 5,000' long x 100' wide. The cost of the project has been estimated at a maximum of \$1,800,000. Also, the Phase II Plan calls for a 2,400' x 75' cross-strip and the installation of apron lighting.

E. On 9/24/97, the City signed and was awarded an Airport Maintenance Contract by the Department until such time as the City obtained ownership of the Airfield.

F. In late July, 1997, at a meeting with the FAA Project Manager- Anchorage Office, the FAA agreed to the conveyance to the City of the Airport, provided that the city assume all the Phase I grant obligations and assurance conditions that has been signed by DOT-PF. At the same meeting, plans were initiated for the extension of the Airfield to 5,000' in the year 2002, contingent on the City contributing a substantial cash match of \$400,00 to the overall Phase II project.

G. On 19 November, 1997, a Quitclaim Deed by DOT-PF, signed by the City on 28 November, 1997, conveyed to the City the entire Airport and Access Road property, consisting of approximately 317.623 acres.

H. On 17 December, 1997, the City submitted its Airport Project Evaluation Criteria (APEC) application to DOT-PF, requesting a high priority funding ranking for the construction of the airfield extension in 2002. This proposal included a commitment by the City, through Resolution 97-19, to provide a cash match of \$400,00 to the project. On 1/27/98, DOT-PF informed the City that the proposal has received the requesting ranking.

I. On 24 March, 1998, the City's APEC Plan was approved by DOT-PF Evaluators. Construction of the 2,000' extension to the existing airstrip, making it a 5,000' x 100' airstrip, together with a new 2,400' x 75' north-south cross-strip, was established for the year 2001, at a budget cost of \$3,000,000 in AIP funds.

Section 2. Authority.

- A. The City of Egegik, a) in accord with its powers as a Second Class City under AS 29.35.250; b) having been approved by the FAA as having met the criteria contained in Chapter 2, "Sponsor eligibility," Section 2 01 of Order 5100.38A, AIP Handbook; and c) having been deeded, effective 11/19/97, exclusive ownership to all Egegik Airport Land through which the City acquired full title to its Public airport – has the legal and financial authority to promulgate and enforce this Municipal Ordinance, Chapter 43 of the City Code.
- B. Consequent to the above, the City of Egegik, in this Chapter, promulgates the policy, procedures and regulations, governing the management, operation and maintenance of the Airport; plus, the conduct of all persons visiting or using the Airport facilities and all vehicles, structures, property and aircraft on the premises. The penalties for violation of any Airport Regulations also are contained in this Chapter.
- C. These regulations likewise govern the conduct of all persons flying within City of Egegik airspace, unless exceptions are specifically provided in the FAA regulations or unless exceptions not in conflict with federal regulations are authorized by the Airport Manager.

Section 3. Assurances.

As Owner and Operator of the Egegik Airport, the City of Egegik, as the Egegik Airport Sponsor, assumed and has made the required 36 assurances to the FAA, regarding the following matters:

1. General Assurance
2. Responsibility and Authority of the Sponsor;
3. Sponsor Fund Availability;
4. The city holds Good title;
5. The City will Preserve its Necessary Rights and Powers concerning the Airport;
6. Consistency with Local Plans;
7. Consideration of Local Interest;
8. Reasonable Consultation with Users;
9. Public Hearings;
10. Air and Water Quality Standards have been Met;
11. Local Approval;
12. Terminal Development Prerequisites (Not Applicable);
13. Accounting System, Audit and Recordkeeping Requirements;
14. Minimum Wage Rates;
15. Veteran's Preference – Veterans of the Vietnam era and disabled veterans;
16. Conformity to Plans and Specification;
17. Construction Inspection and Approval;
18. Planning Projects;
19. Operation and Maintenance;
20. Hazard Removal and Mitigation;
21. Compatible Land Use;
22. Economic Nondiscrimination;
23. Permit No Exclusive Rights for Aeronautical Services;
24. Fee and Rental Structure to Make the Airport as Self-Sustaining as Possible;
25. All received Revenues Shall be Expended on the Airport;
26. Reports and Inspections;
27. Use of Airfield by Governmental Aircraft Is Free of Charge;
28. Land for Federal Facilities – Including AWOS – Is Free of Charge;
29. Keep Airport Layout Plan Current;
30. Civil Rights;
31. Disposal of Land Purchased for Noise Compatibility Purpose;
32. Engineering and Design Services Contracts;
33. Comply with Foreign Market Restrictions;
34. Policies, Standards and Specifications;
35. Relocation and Real Property Acquisition; and,
36. Drug-Free Workplace Requirements.

Section 4. Responsibility.

The City of Egegik exercises sole responsibility for the management and operation of the Egegik Airport. The City Administrator is entrusted by the City Council with final personnel authority as Airport Manager for exercising airport management, operations and maintenance responsibility. The City Administrator may delegate the hands-on authority and responsibility for managing, operating and maintaining the Airport to the City Public Works Manager or other Staff.

Section 5. Compliance with Applicable Regulations.

All aeronautical activities within the Egegik Airport traffic area and on Airport grounds, shall be conducted in conformity with all applicable State and Federal statutes and regulations; the content of this Chapter; plus, pertinent lawful orders and instructions as may be issued by the Airport Manager under the authority of this Chapter.

Section 6. Disclaimer of Liability.

The City of Egegik assumes no responsibility for loss, injury or damage either to person or property on the Airport or using Airport Facilities, by reason of fire, theft, vandalism, wind, snow, ice, flood, earthquake, or collision damage, nor does the City assume any responsibility for injury to persons while on Airport land or while using Airport facilities.

Section 7. Liability for Costs of Damage to Facilities.

Any person who damages any Airport property shall be strictly liable for all costs incurred by the Airport in repairing or replacing the damaged property without regard to the fault or negligence of any person.

Section 8. Accident Reports.

Any person who is involved in an accident at the airport which results in the injury or death of a person or in property damage including fuel spills, shall immediately notify the Airport Manager or the City Police Officer. The notification shall include the name and address of the persons involved, the type and extent of the injury damage, the location where the injury or damage occurred, plus the date and time when the injury or damage occurred.

Section 9. Authority of Airport Manager.

A The Airport Manager shall manage the Egegik Airport so that all Airport activity is conducted in a safe and reasonable manner. In order to fulfill this responsibility, the Airport Manager is authorized to require compliance with all regulations contained in this Chapter.

B. The Airport Manager may close the Airport or any part of the Airport if (s)he deems conditions to be unsafe for Airport activity.

C. No person may intentionally fail or refuse to obey a lawful order of the Airport Manager. The Airport Manager may remove or eject from the Airport premises any

person who knowingly and willfully violates any regulations stated in this Chapter or any lawful order or instructions issued by the Airport Manager under the authority of this Chapter. The Airport Manager may deny use of the Airport and its facilities to any such person if (s)he determines, that given the particular circumstances, such denial is necessary.

Section 10. Appeals from Decisions of Airport Manager.

A person aggrieved by an order of the Airport Manager may, within fifteen days of that order, file a written appeal with the City Mayor. Upon timely receipt of the grievance complaint, the Mayor or his designee shall hold a hearing of the City Council to determine whether the Airport Manager abused his discretion and authority.

Article II, Airport Operation Regulations

Sections:

1. Definitions
2. Access to Airport
3. Parking of Aircraft Generally
4. Impoundment of Aircraft
5. Parking of Transient Aircraft
6. Removal of Disabled Aircraft
7. Admissible Aircraft
8. Starting and Warming –Up Aircraft
9. Taxiing Aircraft
10. Helicopter Pads
11. Use of Flammable Liquids
12. Storage of Flammable or Combustible Materials
13. Open-Flame Activity; Doping Processes
14. Fueling Operations
15. Fees and Charges
16. Operation of Motor Vehicles
17. Other Regulations

Section 1 Definitions.

A. An Airport Operator is any persons engaged in a business related to aviation, under a contract or lease with the City.

C. The Airport Manager is the City Administrator or his or her designee.

D. The Field Area is the Airport area designated for use by aircraft only, therefore, it includes the approach ways, runways, taxiways and aircraft parking areas, whether or not posted and fenced.

- E. Fuel Tender means a motor vehicle used for the transportation, handling or dispensing of gasoline, kerosene, oil or other fuel or lubricant.
- F. Heavy Aircraft refers to any aircraft weighing 12,500 pounds or more. Until such time as the City airfield is extended to 5,000 feet, Heavy Aircraft are permitted to land at the City Airport on an occasional basis and as approved by the Airport Manager.
- G. Light Aircraft refers to any aircraft weighing less than 12,500 pounds.
- H. Movement Area refers to the runways, taxiways and other Airport area which are utilized for taxiing, plus the takeoff and landing of aircraft, exclusive of loading ramps and parking areas.

Section 2. Access to Airport.

- A. No person may enter a restricted area posted as being close to the public except as permitted by this section.
- B. No person may enter upon the Field Area except:
 - 1. Persons assigned to official duty thereon;
 - 2. Authorized representatives of the Airport or the FAA.
 - 3. Persons engaging in activities authorized by the Airport Manager (see especially Section 17-B of this Article) and,
 - 4. Persons entering the area for the purpose of embarkation and debarkation.
- B. In the event that any person shall show intent to board and/or operate an aircraft while (s)he is physically incapacitated or mentally irresponsible, in accordance with the accepted connotation of those terms, by virtue of intoxication or the effects of other drugs, or if any person shall attempt to board or operate an aircraft illegally, it shall be the duty of the Airport Manager, Airport Employees and Aviation operators to restrain, in any manner necessary, such person from performing such activities.

Section 3. Parking of Aircraft Generally.

- A. The Airport Manager shall designate and regulate aircraft tie down and shelter spaces. All aircraft, other than transient aircraft shall be parked in those spaces, in accordance with this Chapter and the posted regulations of the Airport Manager.
- B. Tie down spaces shall be available for rent pursuant to a revocable permit issued by the Airport Manager on a quarterly basis, at the rates prescribe in Section 15 of this Article.
- C. Aircraft shelter spaces may be available for the use in the future, pursuant to a revocable permit issued by the Airport Manager on a quarterly basis, at the rates prescribed in Section 15 of this Article.

- D. Unless specifically authorized by the Airport Manager, no person may use a tie down space for any purpose other than non-commercial storage and parking of aircraft.
- E. An aircraft parked at the Airport shall be secured in the manner prescribed by applicable aircraft flight manuals and FAA advisory circulars, when wind conditions are forecast to exceed 15 knots.
- F. The Airport Manager may remove any unauthorized aircraft parked in a tie-down space, pursuant to Section 4 of this Article.

Section 4. Impoundment of Aircraft.

- A. The Airport Manager may remove and store in a place of safety or immobilize at the owner's risk and expense any aircraft found parked:
 - 1. In violation of a provision of this Chapter; or
 - 2. In such a manner as to create a significant danger to the safe persons or property.
- B. Impoundment may be accomplished by affixing a seal to the door of the aircraft or the moving of the aircraft for impoundment purposes. Inconvenience as set forth in Section 15 of this Article.
- C. Impoundment aircraft shall be released only upon payment of an impoundment fee, daily storage fee and other charges associated with the impoundment as set forth in Section 15 of this Article.
- D. An impounded vehicle that remains unredeemed after ninety days shall be considered to be abandoned property that shall be subject to sale at a public auction; with the proceeds of any sale being deposited in the Aircraft operating fund.

Section 5. Parking of Transient Aircraft.

- A. The Airport Manager shall designate and regulate parking areas for transient aircraft and all transient aircraft shall be parked in those areas.
- B. All aircraft owners or operators parking transient aircraft in the designated areas, shall register their aircraft, if the transient aircraft is to be parked for more than six hours.
- C. A daily charge, as set forth in Section 15 of this Article, shall be paid immediately upon arrival of the aircraft, if the transient aircraft is to be parked for more than six hours.

- D. Transient aircraft owners or operators who fail to register their aircraft with the Airport Manager's Office upon arrival, shall be charged with improper parking and the aircraft shall be subject to impoundment in accordance with Section 4 of this Article Aircraft whose owners or operators fail to pay transient fee prior to departure from the Airport, shall be subject to impoundment if they use the Airport Facilities in the future.
- E. Transient parking privileges are limited to 7 consecutive days. Extensions may be granted by the Airport Manager as the demand for transient parking allows.

Section 6. Removal of Disabled Aircraft.

- A. The owner of a disabled aircraft or any part hereof, restricting or hindering airport operations, shall remove it from the Airport immediately or at the conclusion of an accident investigation, should one be required. The Airport Manager may perform on behalf of an owner who fails to act in a timely manner, by impounding the aircraft or aircraft parts at the expense of the owner.

Section 7. Admissible Aircraft.

- A. All aircraft operating at the Airport shall bear a current airworthiness certificate issued by the FAA, except federal and state owned operated aircraft.
- B. No primarily passenger aircraft weighing in excess of 15,000 pounds may be admitted to the Airport, until the 2,000 foot extension to the airfield is constructed, except by specific approval of the Airport Manager, particularly for the following reasons:
 - 1. For repair of the aircraft;
 - 2. If a justifiable emergency exists, effecting the Aircraft passengers Egegik Community; or
 - 3. For Medevac purpose.,

Section 8. Starting and Warming-Up of Aircraft.

- A. No person may start an aircraft engine by prop pulling unless a competent operator is in the aircraft attending the engine controls, or the aircraft is properly secured at each wing or tie down loop.
- B. No person may warm-up an aircraft or test an aircraft in a manner that is a dangerous to other aircraft, person or property. N person may test and aircraft engine for a prolonged period of time unless a competent operator is attending the engine

controls or the aircraft securely has been tied-down at both wings and barricades have been erected around the propeller area.

Section 9. Taxiing Aircraft.

- A. Aircraft shall be operated and taxied in a safe and prudent manner, at a safe and reasonable speed, plus, (except when weather conditions dictate otherwise) in accord with established taxiing patterns at the Airport.
- B. No aircraft shall be taxied into or from a hanger.

Section 10. Helicopter Pads.

Every helicopter operator shall provide his own helicopter pad, in accordance with FAA requirements and subject to the approval of the Airport Manager.

Section 11. Use of Flammable liquids.

The use of Class I flammable liquids is prohibited. Class II flammable liquids, with flashpoints above 110 degrees Fahrenheit, may be used in the open air or in resistive rooms equipped with adequate power ventilation, fire extinguishers and spark-proof as well as vapor-proof type switches on all electrical apparatus, equipment and appliances.

Section 12. Storage of Flammable or Combustible Materials.

- A. Flammable or combustible materials may be stored only in approved containers or tanks outside all buildings; or else, in hanger/buildings which have proper fire resistive separation or protection.
- B. Flammable or combustible materials, which are used for aircraft repair and maintenance, may be stored on the premises, as described in the preceding paragraph, in such amounts as are allowed under Table 10-A of the Uniform Building Code, as it is incorporated into Title 23, so long as such premises are not work areas, meet fire resistive enclosure requirements as set forth in Title 23, and are posted with warnings as required by Title 23.

Section 13. Open Flame Activity; Doping Processes.

- A. No person may conduct any open-flame activity at the Airport, unless extinguishers are provided. No painting, doping or use of flammable liquids, gases or any other hazardous materials may occur at the same time and place as open-flame activity.
- B. Doping processes shall be conducted only in a proper designated fireproofed area, as noted in the preceding Section, approved by the Airport Manager. Spark-proof shoes

shall be worn by all persons engaged in doping. Smoking is prohibited in an area where doping is in progress.

Section 14. Fueling Operations.

- A. Above-ground storage tanks Above ground fueling systems shall be in compliance with state-approved uniform fire codes. The above-ground tanks shall have: a minimum, two hour, fire protection rating; secondary containment capable of holding at least 110% of the primary tank's volume; a primary tank with a UL 142 certification; overspill protection; and, a minimum of seven gallons overspill containment.
- B. Non-commercial fuel tender or trucks - - All non-commercial fuel tender or trucks shall comply with Uniform Fire Code, Part IV, Article 24; and, FAA Advisory Circular 150/5230-4, plus the following restrictions:
1. Each fuel tender shall be equipped with a minimum of two 20:BC portable fire extinguishers easily accessible from either side of the vehicle.
 2. No aircraft may be fueled or defueled while the engine is running, while engine is being warmed by applications of exterior heat, or while such aircraft is in a hanger or other enclosed space.
 3. No person may smoke within 50' of an aircraft be fueled or defueled.
 4. No person may operate any electrical appliance in the aircraft during fueling or defueling.
 5. No person engaged in the fueling or defueling of an aircraft shall negligently permit the fuel to overflow.
 6. No person may use any material or equipment during fueling or defueling of aircraft, that is likely to cause a spark or to be a source of ignition.
 7. No person may start the engine of an aircraft when there is any gasoline on the ground under the aircraft.
 8. Fuel transfer devices shall not be held in the open position by any device other than by direct hand pressure of the operator. Fueling hoses and equipment shall be maintained in a safe, sound and non-leaking condition. The pump, hose and dispensing nozzle shall be approved and designed for flammable liquids.
 9. All fueling and defueling of aircraft shall be conducted at least 50' from Airport facility or hanger.
 10. During fueling operations, the fuel tender or truck shall be electrically bonded to the aircraft being serviced with a substantial, heavy duty, metallic cable.
 11. No fuel tender, including any fuel storage tanks or containers of any type, may be stored or parked, except temporarily, on any Airport tie- down apron; except as approved by the Fire Marshal or Airport Manager.
 12. The use of plastic containers is prohibited for fueling Aircraft at the Airport.
 13. Non-commercial fuel dispensing systems shall not be operated at the Airport: until the system has been inspected by the Airport Manager or his or her designee; and , until a no-fee permit for fuel dispensing has been obtained from the Airport Manager.

Section 15. Fees and Charges.

- A In accordance with FAA criteria, the following principles are to govern all rates and fees charged at the Egegik Airport, with special reference to Commercial Airlines:
1. The City and all aeronautical users of the Airport, according to the market and institutional arrangements in which these parties operate, are expected to arrive at mutually acceptable fee and rate agreements, preferably through acceptable landing fees or Airport use compensatory permit fees.
 3. All rates, permit fees, landing fees, rentals, and other service charge fees, must be established in accordance with a rate setting methodology that is: a) reasonable; b) not unjustly discriminatory; and c) transparent –tied to actual or reasonably projected cost. Certain costs, are to be recovered by fees targeted at the commercial air carriers; common cost of other facilities and services, shared both by the commercial air carriers and other users, need to be split equitably between the user groups.
 4. The City adopts the compensatory approach as the basis of its rate setting; accordingly, since the City assumes all liability for Egegik Airport costs, it is entitled to charge and retain fees to cover allowable costs (in accord with the FAA requirements) that in the circumstances of the Airport makes the Airport as financially self sustaining as possible, while, at the same time ensuring that essential, commercial air services for the Egegik public will continue to be provided by the commercial air carriers. Therefore, in establishing its fees and charges, the City must retain the ability to respond to local conditions with flexibility and innovation. If current market conditions or demand for air service at the Airport do not permit the Airport to be financially self-sustaining at any given time: then, the City is obligated for set long term goals and objectives to improve this market and demand in order that the Airport may become as financially self sustaining as possible. Nothing in this Sub-Section should be inferred as preventing or prohibiting the City from initiating utility rebate schemes on behalf of affected Egegik airline customers, as part of an overall effort to comply with FAA requirements that the Airport be financially self-sufficient.
 5. All City revenues derived from the Airport must be reinvested back into the airport. These charges may not exceed the costs to the City of providing Airport services and assets currently in aeronautical use, as elaborated in Subsection 5, immediately following
 6. All permit use fees, landing fees and other charges for services provided at the Airport, are to be established in accord with a “rate base” cost that is the total of all costs providing both airfield facilities such as runways -and services to aeronautical users. Included in the rate base will be a share of public use roadway-Airport access road costs. The “rate base” may include:

- a. all operating and maintenance expenses directly and indirectly associated with the providing of airfield aeronautical facilities and services, including allowable and reasonable environmental costs, such as contamination remediation;
- b. all capital costs associated with the providing of Airport, aeronautical, airfield facilities and services currently in use; such as amounts needed to fund debt services and other reserves, as well as meeting cash flow requirements specified in financing agreements;
- c. current costs of planning future Aeronautical facilities and services; plus,
- d. reasonable amortization charges based on Airport's historic cost (including received AIP grant funds) to the original Airport proprietor, the Alaska Department of Transportation and Public Facilities and adjusted by subsequent improvements.

B The City is of the conviction that because of the small base of actual and potential Airport users, a landing fee schedule based on actual landings and applicable to all aircraft, both private and commercial, is impracticable and would cost more administer than could be collected in fees. The City, therefore, following consultation with knowledgeable DOT-PF Staff concerning this matter, has determined to impose a Quarterly Permit Fee on all commercial air carriers using planes which on a regular basis employ aircraft classified f or landing at listed B-II Group Airports; i.e., aircraft under 12,500 pounds, capable of flying at 91 through 120 knots and of a wing span of 49' through 78' (see Article, Section 1-C of this Chapter).

1. The Quarterly Permit Fee is a manageable system based on the air carrier flight schedules published in the Official Airline Guide (OAG) in both passenger and cargo editions. 401 certificated carriers are required to file their OAG schedules with the U.S. Postal Service. The City requires that each carrier, as noted in Section 15-B, immediately above, file with the City a copy of its schedule as published in the OAG and file with The U.S. Postal Service. The frequency of service as published not necessary as actually performed would determine the carrier's rate schedule for the applicable calendar year quarter.
2. In order to establish manageable permit fee rates which are to all air carriers of whatever size; yet which reward rather than penalize carriers who offer more weekly scheduled flights to Egegik, a sliding fee scale, illustrated immediately below, is adopted for determining the Quarterly Permit Fee for each carrier, based on that carrier's published OAG schedule. In accordance with this sliding fee scale, Quarterly Permit Fee:
 - a) on the first seven weekly aircraft landings at the Egegik Airport by a given air carrier, a compensatory Airport use fee of \$100 multiplied by the schedule, weekly number of flights for that Quarter would be imposed; b) on the second seven weekly landings (flights 8 to 14) made by the same

carrier, a compensatory fee of \$75 multiplied by the scheduled, weekly number of flights for that Quarter would be charged; and c) on any additional departures made by the same carrier, an amount of only \$50 multiplied by the number of scheduled, weekly flights above 14 would be imposed. Therefore, if a carrier scheduled 21 weekly flights per Quarter (21 x 13 weeks=273 flights); then for the first 7 departures per week, (13 weeks x 7 = 91 flights) an established amount of \$100 x 7 or \$700 would be the Quarterly Permit Fee; for the second 7 departures per week (13 week x 7 more flights = 91) an amount of \$75 x 7 or \$525 would be the Quarterly Permit Fee; and, for the third 7 departures per week (again 13 weeks per Quarter x 7 additional weekly flights above the previous 14; i.e., 91 flights) the Quarterly Permit Fee only would be the \$50 x 7 or \$350. The total Quarterly Permit Fee for that Carrier would be \$1,575. The average departure fee per flight would \$700 divided by 91 flights or \$7.69 for the first scheduled 7 weekly flights per Quarter; the average departure fee per flight would be \$525 divided by 91 flights or \$5.77, the next scheduled, seven weekly flights per quarter; and the average departure fee per flight for the scheduled, seven weekly flights above and beyond the 14 weekly flights already flown, would be \$350 divided by 91 flights or \$3.84 per Quarter. The average cost per flights would be \$17.30 (\$7.69 + \$5.77 + \$3.84) divided by 3 (273 divided by 91) or \$5.77. Assuming an average of 3 person per flight, the average increase in the cost of an individual plane ticket, would justifiably be \$1.92.

Weekly Flights	<u>Carrier A</u>	<u>Carrier B</u>	<u>Carrier C</u>
	6 Weekly Flights	14 Weekly Flights	21 Weekly flights
	78 Quarterly Departures	182 Quarterly Departures	273 Quarterly Departures
First 7 Flights			
\$100 x Departures #:	\$600 Per Quart	\$700 Per Quarter	\$700 Per Quarter
Flight Fee:	(\$600 div. 78= \$7.69)	(\$700 div. 91 = \$7.69)	(\$700 div. 91 = \$7.69)
8 to 14 flights			
\$75 x Departure #		\$525 Per Quarter	\$525 Per Quarter
Flight Fee:		(\$525 div. 91 = \$5.77)	(\$525 div. 91 = 5.77)
More than 14 Flights			
\$50 x Departure #			\$350 Per Quarter
Flight Fee:			(\$350 div. 91 = \$3.84)
	\$600	\$700 + \$252	\$700 + 525 + \$350
Total Quarterly Revenue			
Per Air Carrier	\$600	\$1,225	\$1,575
a) Quarterly Revenue: \$3,400			
b) Average Flight Fee: \$7.69		\$6.73	\$5.77
c) Fee Cost Per			
Person (3 per flight): \$2.56		\$2.24	\$1.92

4. Charter flights are not included in the sliding fee schedule. A separate Airport use compensatory fee of \$10.00 per charter flight is to be billed for each charter aircraft landing at the Airport. Medevac and other emergency landings are not included in the Quarterly Permit Fee.

4. The City will publish in the Alaska Supplement of the Airman's Information Manual (AIM) that aircraft weighing more than 12,500 pounds must have prior approval in order to use the Egegik Airport.

C. The city Council shall establish all mandatory charges and fees imposed by the City at the Airport. The Airport Manager may provide additional facilities or additional individual services for which a fee has not been established to a person requesting those facilities or services, at a fee to which both parties mutually agree. The Airport Manager shall report any such additional revenues and their amount at the next monthly City Council meeting.

D. Until such time as the Egegik Airfield is extended from 3,000 feet in length of 5,000 feet, the fee schedule for incidental fish haul operations and other cargo operations at the Airport, involving air carriers or privately owned cargo planes which ordinarily do not land a Group B-II Airfield and, therefore, for which the fee schedule contained in Section 15-B, above, is not applicable shall be based on a sliding fee scale, with the optimum rate being \$0.80 per 100 pounds, for planes have a total weight, with cargo, in excess of 100,000 pounds, gross landing weight. Once the 2,000 foot Airfield extension is completed and the current incidental use becomes regular, a Quarterly Permit Fee schedule will be adopted for those carriers. In the interim, the landing fee rate, based on a maximum, gross, landing weight (rather than gross, take-off weight) is as follows:

12,500 pounds or less No fee, except for carriers and privately owned aircraft not included in the Section 15-B fee schedule. The landing fee for such aircraft is \$1.20 per 1,000 pounds of total weight (i.e., aircraft weight plus cargo) for all aircraft: 4,000 pounds to 12,000 pounds. (Example: 9,000 lbs. equals \$10.80)

12,501 lbs to 50,000 pounds-\$1.10 per 1,000 pounds. (Example: 40,000 lbs = \$44.00)

50,001 lbs – 100,000 lbs \$1.00 per 1,000 pounds. (Example: 80,000 lbs. = \$80.00)

Over 100,000 lbs -- \$0.80 per 1,000 lbs. Example: (200,0000 lbs = \$160.00)

The above prices assume that there are no City handling fees, requiring use of City equipment.

E. The following fees and charges shall be payable to the City at the Office of the Airport Manager.

1. Fee for distribution of aviation fuel – (Reserved for future use.)
2. Access fees – A person in possession of land which is used in whole or in part for aviation activities, shall pay a monthly fee for direct access from that land to a runway or taxiway at the City Airport. The fee shall be calculated at the rate of 33.33% of the current tail-end tie down fee set forth in this section for each aircraft stored on such land and shall be paid quarterly
3. Daily transient aircraft parking – The fee for daily transient aircraft parking is as follows:
 - a. Zero to six hours: No charge.
 - b. Six to 24 hours: \$3.00
4. Tie down space fees – Tie down space fees are as follows:
 - a. Tail-end space: \$20.00 per month.
 - b. Pull through space: \$30.00 per month.
5. Impoundment: -- Impoundment fees are as follows:
 - a. Base fee: \$75.00
 - b. twenty four hour storage fee: \$35.00 per day.
6. Fuel tender or fuel truck fee –
 - a. Non-commercial fuel tender. No fee.
 - b. Commercial fuel tender: Fee determined via contract negotiation but not to exceed \$300.00 per year.
7. Customer aircraft and mobile aircraft shelter space The basic fee for customer aircraft and mobile aircraft shelter space is \$20.00 per month.

F. A fee or charge required by this Chapter is payable to the City Administrator's Office within twenty days after presentation, unless otherwise noted. Unless other payment arrangements have been approved, delinquent bill will have a ten percent (10%) penalty imposed on them and the balance due shall draw interest at the rate of eight percent (8%) per year. Governmental plane use will not be included in the fee schedule.

Section 16. Operation of Motor Vehicles.

- A. All motor vehicles on the airport shall be operated in accordance with this chapter, posted signs and order of the Airport Manager.
- B. No person may operate a motor vehicle, including All Terrain Vehicles, on a taxiway, runway or clear zone, without having prior approval of the Airport Manager.
- C. No person may operate a motor vehicle in excess of 15 miles per hour on Airport land.

- D. No person may operate a motor vehicle Airport land during emergencies declared by the Airport Manager, unless instructed to do so by the Airport Manager.
- E. No person may park a motor vehicle on Airport land except in areas designated for such use by the Airfield Manager or Aviation Operators.

Section 17. Other Regulations.

- A. Consent required for alteration, construction or abandonment of building or property No person, without prior consent of the City Administrator, may alter, add to or construct any building, make any excavation or abandon any property of the Airport.
- B. Conduct of Commercial Activity No person may engage in any business or commercial activity on the Airport or related to Airport operations, without the approval of the Airport Manager and in accordance with this Code. Any exchange of air cargo for cash, a promissory note or trade, is considered here a business activity.
- C. Advertisements No person may erect or post any exterior signs or advertisement at the Airport without the approval of the Airport Manager.
- D. Model Aircraft, etc. -- No person shall operate or release any kite, balloon, model aircraft, rocket or parachute anywhere on Airport property, without written permission from the Airport Manager.
- E. Animals Dogs and other animals are not permitted on Airport property except in transit; and, in such circumstances, shall be on a lease, under voice command or confined in such other manner as to be under control.
- F. Feeding Birds It is strictly prohibited to feed bird or use any object or device to attract birds on Airport Property.
- G. Deicing of Aircraft deicing which utilizes fluids applied to an aircraft, is prohibited at the Airport unless performed at a designated deicing facility. The deicing area shall be constructed so as to maintain control over the deicing fluids.
- H. Washing of Aircraft -- Aircraft washing that utilizes substances other than potable water, is prohibited on Airport property until an adequate wastewater removal system may be constructed.
- I. No person shall smoke in any building, facility, aircraft service area or fuel storage area, anywhere on Airport property.

- J. Violations and Penalties -- Any person who knowingly and willfully violates any regulation contained in this Chapter, or any order or instruction issued under authority of this Chapter, shall be guilty of a misdemeanor and may be fined -- aside from additional person and property damage, legal and monetary charges or impoundment charges not more than \$500.00 per violation.
- K. Until further amendment of this Sub-section is enacted, use of designated Tract C, U.S.S. 4900 land for aeronautical purposes, shall be limited to Permit Holders operating aircraft having engines of 150 horsepower or less, as well as weighing 1300 pounds or less. All other operators and aircraft intending to use an airfield on the Southside of Egegik, shall use the Egegik Airport. Permits shall be issued by the Airport Manager.
- L. All commercial Air Carriers are required to list the Egegik Airport as additionally insured as part of their liability insurance coverage.

Article III, Lessee Obligations

Sections:

1. Duties of Lessees of Premises
2. Removal of Spilled Fuel or Other Materials
3. Waste Disposal
4. Underground Storage Tanks
5. Outside Storage or Warehousing of Aircraft Parts

Section 1 Duties of Lessees of Premises.

- A. This Section deals with Duties of Lessees only. Leasing regulations and procedures are to be contained in Article 4 of this Chapter. Leases for aircraft tie-down spaces and mobile aircraft shelter spaces may be issued pursuant to a revocable permit issued by the Airport Manager on a quarterly basis.
- B. No lessee of premises at the Airport may store or stack material or equipment in such a manner as to constitute a hazard to persons or property.
- C. A lessee shall provide sufficient area within its property lines
- D. A lessee shall notify any contractor it employs of the dimensions of its leasehold.
- E. A lessee shall supply, maintain and keep fire extinguishers on the leased premises.
- F. Any future gates providing access to a lease premises area at the Airport shall be locked by the each lessee except when in use.

- G. If a lessee owns an underground fuel tank (UST) system or has a UST on the leasehold property and there are plans to remove it, the lessee shall obtain written approval from the Airport Manager, 30 calendar days before excavation begins. The lessee shall comply with all the federal regulations in 40 CFR 280 and 281 and state regulations in 18 ACC 78, concerning UST removal, installation and environmental assessments, plus any special conditions required by the Airport Manager to protect the Airport or other users' property.
- H. A lessee who installs an aircraft tie-down anchor on at the Airport, shall install such anchor in accordance with specifications provided by the Airport Manager.

Section 2. Removal of Spilled fuel or Other Materials.

In the event of spillage or dripping of gasoline, oil, grease or any such fuel substance, the material shall be removed immediately. The responsibility for the equipment causing the deposit or by the premise lessee who is ultimately responsible for the removal of the spilled material.

Section 3. Waste Disposal.

Lessees of hangers or other aircraft servicing or maintenance buildings or other areas, shall provide suitable metal receptacles with covers for the storage of oil wastes, rags, and other rubbish and trash. All waste within this general classification shall be removed by the lessee from the Airport premises at regular intervals. All waste petroleum products or objectionable industrial waste matter, shall be delivered by the Lessee either to the City's waste fuel burner at the Heavy Equipment Garage Building or the hazardous waste area at the Batch Oxidation System Facility. The lessee is not to mix waste fuel product with engine coolant substances.

Article IV, Airport Leasing Regulations

Sections:

1. Lands Available for Leasing
2. Qualifications of Applicants
3. Applications, Filing Fee and Deposit
4. Processing Procedure and Review
5. Terms of Lease and Amendments
6. Appraisal
7. Annual Minimum Rental and Payment of Rent
8. Bidding Procedure

9. Lease Utilization
10. Sub-Leasing
11. Assignments
12. Cancellation-Forfeiture of Lease and Rent
13. Financing Rights
14. Surrender on Termination
15. Inspection, Entry and Re-Entry
16. No City Warranty
17. Aircraft Operations Protected
18. Right to Enjoyment and Peaceable Possession
19. No Partnership or Joint Venture Created
20. Default Bankruptcy
21. Nondiscrimination
22. Partial Invalidity
23. Compliance with Laws
24. Care of Premises
25. Lessee's Obligations to Remove Liens
26. Successors in Interest
27. Governing Law
28. Notices
29. Insurance-Hold Harmless
30. Lease Execution
31. Safe Guard of Lessee Interests

Section 1. Lands Available for Leasing.

A. The City of Egegik holds title to all Airport lands conveyed to it on 19 November, 1997, by the former Airport sponsor, the Alaska Department of Transportation and Public

Facilities and accepted by the City on 28 November, 1997. The City, by virtue of this Airport conveyance agreement, assumed from DOT-PF on 11/21/97, all Airport sponsor assurances (listed by title in Article I, Section 3 of this Chapter) originally made by DOT-PF to the Federal Aviation Administration; including assurance #4: The City holds Good title; and #5: The City will Preserve its Necessary Rights and Powers concerning the Airport. Accordingly, without written approval from the Secretary of the U.S. Department of Transportation, title to City Airport lands cannot be conveyed by the City to any other entity.

B. The City Council, as Airport Sponsor, has authority to lease Airport land approved for such leasing purposes by the FAA, as noted in the 1993, FAA Airport Grant Agreement with DOT-PF, the former Airport Sponsor. The Council shall abide by the general requirements contained in Title IV, Chapter 23, Section 8, "Leases," of this City Code and the specific stipulations of this Article IV, in its issuance of all Airport leases. In reference to Airport leases, where there may appear to be interpretive differences between the contents of Chapter 23, Section 8, and this Article IV, the content of this Article shall prevail. All Airport leases shall be issued through Council enactment of Non-Code Ordinances.

C. The FAA approved 9/10/93, Airport Layout Plan for the Egegik Airport, lists six Lease Lots being established for the purpose of Airport revenue support -- see #3 of Pre-application for Federal Assistance Sketch; and also, the Terminal Area Plan, which immediately follow this page. Each of these lease lots unofficially are 100' x 100', having an area of 10,000 square feet; and altogether the entire row of adjacent lots occupy an area of 100' x 600' or 60,000 square feet. The row of 100' lots is bounded on the northeast by Service Road "A" and on the southwest by a building restriction line that runs parallel to the building line of the garage door entrance side of the Equipment Storage Building. (The official surveyed measurements of the six lots are 99.92' x 599.92'; N 49 degrees, 48'33'; S 40 degrees, 14'21"; and N 46 degrees, 44'35".)

D. City land on ;the northern side of the western/bluff end of the Airport contained within Lot 2-A [that was conveyed to the City on 1/28/98 as part of the ANCSA, 14 (c) (3) conveyance] of which the southern boundary borders the northern length of the Airfield, may be platted to allow lots to be deeded or leased as the City Council may decide. Lot 2-C of the ANCSA 14 (c) land of which the northern boundary borders the southern length of the western/bluff end of the Airfield, remains the property of the Becharof Corporation.

Section 2. Qualifications of Applicants.

An applicant for a lease shall be one of the following: an individual at least 19 years of age maintaining a residence at Egegik; a sole-trader, group, association or corporation authorized to conduct business under Alaska statutes; or, a person, acting as an agent for another, who has filed with the City Clerk a proper Power of Attorney or Letter of Authorization document.

Section 3. Applications, Filing Fee and Deposit.

All applications for leasing of Airport lands are to be submitted to the Airport Manager. A completed application, in addition to giving basic identification information, shall state in narrative form: the purpose of the proposed lease; the planned use, plus the nature and value of the improvements to be made, including building design/specifications; and, the planned dates on which construction will commence and end. In particular, any financing plans concerning improvements of the lease land by the potential lessee -- with special reference to Section 13 of this Article -- are to be included in the application. Applications declaring that necessary construction will not be finished within a four year period, will be considered by the Airport Manager as an incomplete application. A filing fee of \$20.00 will be made with each application. A deposit equal to 20% of the anticipated, annual lease amount will be required at time of application. If the application is rejected by the City Council, the deposit will be returned to the applicant.

Section 4. Processing Procedure and Review.

- A. All applications will be reviewed by the Airport Manager, who will make a recommendation of approval or rejection to the City Council.
- B. Lease applications received for economic development purposes may be made in accordance with Chapter 23, Section 7-D and 7-D-1 & 2 of this City Code; i.e., the lease may be awarded for less than the fair market value of the property.
- C. Ordinarily, completed applications for leases will be considered by the Council according as they chronologically are received; i.e., on a first come, first serve basis. However, a lease request for economic development or public service purposes: a) of an aeronautical nature (e.g., aircraft repairs); or b) directly related to the economic objectives of the airport (e.g., a refrigeration plant for the storage of seafood to be transported by air cargo) will be considered as having a higher priority and ranking than applications received, within the same time period, for other purposes.
- D. The City Council will review applications which have been accepted by the Airport Manager, within ten days of the next regular, monthly business meeting of the City Council. Applications received less than ten days prior to a scheduled Council meeting, shall be considered at the following, regular, business meeting of the Council. It is expected that the Council will make a definite decision on the application at the applicable business meeting. If, for some reason, a decision is not made at that meeting, then the Council will make a definite decision on the application at the next scheduled business meeting, prior to considering any other completed applications.
- E. No land being considered for lease may be used by the applicant, nor can an applicant seeking renewal of a lease change the purpose for which the existing lease area is being used, prior to the Council enacting a Non-Code Ordinance approving the initial lease or reviewing and approving a request for a lease renewal, through the same Non-Code Ordinance procedure.

Section 5. Terms of Lease and Amendments.

A. The term of the lease ordinarily will be for a twenty year period. However, the proposed use; the durability of the building and equipment to be used on the leased land; and the time anticipated for the lessee to amortize the proposed investment, will be determinant factors in establishing the term of the lease. Any change in the proposed lease use or significant increase in the quantity of goods being produced, resulting in increased ground traffic -- and increased road maintenance costs to the City -- to and from the leased area, will be considered cause for amending the lease. If the major aspect of a business changes so that another facet of the business becomes predominant -- e.g., an emphasis on wholesale rather than retail marketing -- that was noted in the original lease application, a new lease will not be required.

B. Although the amount of the lease may be recomputed at five year interval reviews, the term of the lease will remain fixed as originally approved. The amount of the lease, as predetermined during the five year review intervals, shall not be increased, over the entire term of the lease, more than 50% of the original lease amount, as long as the purpose of the lease remains within the scope of the original, approved, lease application. All leases shall contain the agreement of the lessee to a re-evaluation of the annual lease payment every fifth year of the lease term.

C. No lease may be modified or amended by either party to the lease, except by a written amendment to the original lease, signed by all parties in interest or their successors in interest. Any such amendment shall require Council approval.

D. Unless otherwise noted by amendment to this Chapter, the City, in order to aid the lessee in the financing of improvements on the leased land, shall agree to make a reasonable effort to amend the land lease, in order to assist the lessee to meet financing requirements as related to the security of the leasehold interest of the lessee; but only on the expressed condition and understanding that such a lease amendment in no manner materially will prejudice the City's rights as having title to the lease land, nor alter the rental obligations of the lessee and his obligations to comply with all existing laws and regulations of the City contained in this Chapter 43, as well as all existing applicable Federal statutes, rules and regulations and all covenants and conditions by which the City holds title to the lease land.

Section 6. Appraisal.

No land appraisal will be required for an original lease. Once improvements are made on the leased property by the lessee and the building or business is to be sold, the City will require an independent appraisal prior to sale, with appraisal costs being paid by the lessee.. If the City Council

determines to raise the lease amount during a five year lease amount review, an independent appraisal of the improvements may be made, with appraisal costs shared by the City (60%) and the lessee (40%). The increased lease amount will reflect the market value of the improved lease land as determined from the appraisal.

Section 7. Annual Minimum Rental and Payment of Rent.

The annual minimum rental of a 100' x 100' leased lot, assuming that the leased lot will be used primarily on a summer, seasonal basis, will be \$500. Where a facility on a leased lot is operated as a business on a 12 month basis, at approximately the same or normal level of production throughout the year, the annual, minimum lease payment will be \$900. Leases shall be paid annually in March of each year by lessees operating on a seasonal basis. For businesses operating on a 12 month basis, at least 50% of the annual lease amount shall be paid in March with the final 50% being paid in September. Interest will accrue at a rate of 8% per year for any money owed under this lease; also, there will be a 10% penalty payment on the total amount owed. after the close of the payment expiration month.

Section 8. Bidding Procedure.

As an exception to Section 4 of this Article, the City Council, in instances where no application has been received on a lease lot or lots, may designate a specific lot or lots to be leased through the sealed bid process. In order to protect the investment of other lessees, the minimum bid allowed for an applicant planning to operate a seasonal business or year-round business, shall be within 5% of the lease amount being charged other lessees as noted in Section 7 of this Article. Bids shall be ranked not only on the amount submitted; but also, on the qualifications of the bidder as related to the purpose of the lease being requested.

Section 9. Lease Utilization.

Leased lands shall be used: for approved purposes as contained within the scope of the original application; in conformity with the terms of the lease; in accordance with the existing City Code plus amendments to this Chapter 43 of the Code; and, in accord with the overall City comprehensive plan for the use of the Airport. Utilization or development for other than the allowed uses which were included within the scope of the original or renewed lease application, shall constitute a violation of the lease and subject the lease to cancellation at any time.

Section 10. Subleasing.

A. Leases may provide for subleasing without prior Council approval in instances where a person/entity subleasing a lease lot, uses the same constructed building or property area as the lessee or as constructed by the lessee. All subleases shall be in writing and be subject to the terms and conditions of the original lease.

B. Where the person/entity subleasing a Lot plans to construct or place a different building on the original lease lot, whether or not the use of the lot by the person sub-leasing conforms with the original usage for which the lease was approved, the construction or building placement design plans first shall be submitted to the Council for approval, prior to the person sub-leasing the lot being allowed to make any further improvements.

C. In order to protect the rights of those subleasing and, therefore, having interests in the leased property, in the event of the cancellation, termination, expiration or surrender of the lease, the City will accept persons subleasing and their successors as its lessee for the remaining period of the original lease, provided that the persons/entities formerly subleasing, sign an amended land lease agreement in accordance with the content of this Article.

Section 11. Assignments.

No lessee may assign the land leased to that person without prior Council approval. The assignee shall be subject to all the provisions of the lease. Any attempted assignment made in violation of this Section shall be void. Any requested assignment will not be unreasonably denied by the Council.

Section 12 Cancellation-Forfeiture of Lease and Rent.

A. Leases in good standing may be canceled in whole or in part, at any time, upon written agreement by the lessee and the City Council.

B. Any lease used for an unlawful purpose may be canceled.

C. If a lessee should default in the performance or observing of any of the lease terms, covenants or stipulations, or of any regulations existing in this Chapter or to be added as amendments to this Chapter; and, shall remain in default 30 days after service of written notice by the City requiring the lessee to take appropriate corrective action, the City shall subject the lessee to appropriate legal action, including but not limited to, forfeiture of the lease. No improvements on the lease land may be removed by the lessee or any other person, during the time the lessee is in default. Depending on the seriousness of the default, the preceding provision shall not be construed to prohibit the City from taking appropriate legal action, including forfeiture of the lease, immediately upon the occurrence of the default.

D. If the lease should be terminated because of any breach by the lessee, the annual rental payment last made by the lessee, shall be forfeited and retained by the City as partial or total payment for damages resulting from the breach.

Section 13. Financing Rights.

For the purpose of interim or permanent financing of the improvements to be made on the leased land, and for no other purpose, a lessee, after providing written notice of such financing or refinancing plans to the City, may encumber by mortgage, deed of trust, assignment or other

appropriate instrument, the lessee's interest in the leased premises, provided such encumbrance pertains only to the lessee's interest and does not pertain to or create any interest in the City's title to the leased land. If, as a result of foreclosure, etc., a bank or other financial institution shall acquire the lessee's interest in such a lease, the financial institution, with the prior consent of the City, may transfer its interest in the lease to another person or entity, provided that the transferee shall assume all the covenants and conditions of the original lease, including the default provisions noted in Section 12 of this Article, which were required to be performed by the lessee.

Section 14. Surrender on Termination.

Lessee, on the last day of the term of the lease, lease renewals or upon earlier termination of this lease, shall surrender and deliver-up the premises into the possession and use of the City, in good order, condition and repair, free and clear of all occupancies (unless expressly permitted by the City) and free and clear of all liens and encumbrances. Upon the end of the final lease term or any earlier termination of the lease, title to the buildings, improvements and building equipment automatically shall be vested in the City, without requirement of any deed, conveyance or bill of sale. However, if the City should require any such document as confirmation to such title, the lessee shall provide it at his expense.

Section 15. Inspection, Entry and Re-Entry.

A. The lessee shall allow authorized representatives of the City to enter the leased land for inspection at any reasonable time. The lessee shall be provided notice of such an inspection.

B. In the event that the lease shall be terminated or that the lease land shall be abandoned by the leaser during the term of the lease, the City may at any time enter or re-enter and resume possession of the lease land and remove all persons and property from it by suitable lawful action, without being liable for any damages. No re-entry by the City shall be deemed an acceptance of a surrender of the lease.

Section 16. No City Warranty.

The City does not warrant by its approval of a land lease that the land being leased ideally is suited for the use and intent for which the lease application was submitted. No guaranty is given or implied that it shall be profitable to employ the land for uses which the lessee plans or intends.

Section 17. Aircraft Operations Protected.

The City reserves to itself for public benefit, a right of flight for the passage of aircraft in the airspace above the surface of the lease land and all its improvements. The lessee, by accepting the lease, expressly agrees not to erect nor permit the erection of any structure or object that would be an airport obstruction within the standards established by FAA Regulations and enforced by the City.

Section 18. Right to Enjoyment and Peaceable Possession.

The City shall agree and promise that the lessee, upon paying rent and performing other covenants, terms and conditions of the lease and this Chapter 43, shall have the right to quietly and peacefully hold, use, occupy and enjoy the lease land, except that any inconvenience caused by City capital improvement or public works projects at the Airport shall not be construed as a denial of the right of quiet or peaceable possession.

Section 19. No Partnership or Joint Venture.

The City shall not be considered or held to be a partner or joint venturer of the lessee in the conduct of business on the lease land; moreover, it expressly is understood and agreed that the relationship

Section 20. Default Bankruptcy.

If the lessee shall make any assignment for the benefit of creditors or shall be adjudged to be bankrupt; or, if the lessee shall file a petition for bankruptcy; or, if a receiver is appointed for the lessee or lessee's assets, or any interest under the lease and the appointment of the receiver is not vacated within 30 days, then the City may, after giving the lessee thirty day's notice, terminate the land lease.

Section 21. Nondiscrimination.

The lessee, for himself, his heirs, personal representatives, successors in interest and assigns, does hereby promise and agree as a covenant running with the land, that:

A. No person, on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities/improvements on the lease land or in the construction of any improvements on the lease land.

B The lessee shall use the lease land in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 121, Nondiscrimination in Federally assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, as amended; moreover, if facilities are constructed, maintained or otherwise operated on the lease land, the lessee shall maintain and operate such facilities and services in compliance with all regulations imposed pursuant to Title 49, CFR.

Section 22. Partial Invalidity.

If any term, provision, condition or part of the lease is declared by a court of competent jurisdiction to be invalid or unconstitutional, the remaining terms, provisions, conditions or parts shall continue in full force and effect.

Section 23. Compliance with Laws.

Lessee shall apply with all applicable existing or future City, State (e.g., State Fire Marshal and Department of Labor) and Federal laws, ordinances and regulations affecting the lease land, including, but not limited to: any construction of facilities; installation of equipment; fabrication and installation of electrical, heating, plumbing, insulation and fuel storage improvements, and the placement of aircraft or vehicles, on the lease land. Lessee agrees to hold the City financially harmless from the consequences of any violation of such laws, ordinances and regulations; and also, from all claims for damages on account of injuries, death or property damage resulting from such violation. Lessee further agrees not to permit any unlawful occupation, business or trade to be conducted in the lease land or any use of the land that would be contrary to any City, State and Federal laws, ordinances and regulations.

Section 24. Care of Premises.

Lessee, at his own cost and expense, shall keep the lease land, all improvements which at any time during the term of the lease may be constructed or installed on the land, and any appurtenances to the lease land, in good condition and repair during the entire term of the lease. Specific duties of lessees are stated in Article III of this Chapter.

Section 25. Lessee's Obligations to Remove Liens.

Lessee will not permit any liens to stand against any improvements made on the lease land. On final determination of a lien or claim for lien, the lessee immediately will pay full costs of any judgment rendered and shall have the lien released or judgment satisfied at lessee's own expense.

Section 26. Successors in Interest.

All land leases shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties signing the lease, subject to specific limitations or assignment as may be provided in the lease document or this Chapter.

Section 27. Governing Law.

The formulation and indenture of lease shall be governed in all respects by the laws of the State of Alaska.

Section 28. Notices.

Any notices required by the lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by certified or registered mail, and addressed to the lessee plus other

applicable parties at the address given by the lessee, as written in the lease application or as corrected through a change of address notice sent to the City by the lessee.

Section 29. Insurance-Hold Harmless.

Lessee shall covenant to save the City harmless and promise to pay all costs from all actions, suits, liabilities or damages resulting or arising from any acts of commission or omission by the lessee, his agents, employees, customers, or invitees; or arising from the lessee's occupation or use of the land or from any facilities or other improvements made to the lease land. In this regard, the lessee shall agree to arrange and pay for the following:

- A. Comprehensive general liability insurance protecting both the City and the lessee, such insurance being evidenced by a certificate showing the insurance in force. The insurance coverage shall combine bodily injury and property in an amount not less than \$500,000.
- B. If applicable, to carry employer's liability insurance and Worker's Compensation and to provide the City with evidence of the same.
- C. Lessee agrees that waiver of subrogation against the City shall be required of lessee's insurer.
- D. The insurance procured by the lessee shall be issued in the name of the lessee and the City, by a company licensed to do business in the State of Alaska. The insurance document shall contain endorsements that the insurance coverage may not be canceled or amended with respect to the City without 30 days written notice by registered or certified mail to the City by the insurance company; and also, that the lessee shall be solely responsible for the payment of the premiums.
- E. Upon review by the City, the lessee may be required to obtain additional insurance coverage that is deemed necessary or advisable to protect the lease interests both of the City and the lessee.

Section 30. Lease Execution.

The lease applicant shall execute and return the approved lease agreement to the City Clerk, within 20 calendar days of the mailing of the agreement to the applicant. Failure to execute and return the lease agreement within the specified period shall result in the forfeiture of all leasing rights.

Section 31. Safe Guard of Lessee Interests

In the event the City, for any reason, should be dissolved and the airport land conveyed to the Alaska Department of Transportation and Public Facilities, the City Council will insert in the conveyance documents, that all leases, as approved by the City, shall be honored, as written, by the Department.

Codified 5/21/13 Attested by LG

CHAPTER 44

CITY COMPLIANCE WITH FEDERAL DEPARTMENT OF TRANSPORTATION-FAA GRANT REQUIREMENTS, DISADVANTAGED BUSINESS ENTERPRISES

Sections:

1. General Compliance/Assurance Statement
2. Constitutionality of Quota Requirements
3. Minority/Disadvantaged Business Enterprises
4. Larger DOT-FAA Grants and DBE Compliance Criteria
5. City Assurance to adopt DBE Program, Larger Grant Components
6. City Policy Statement for Established of DBE Program

Section 1. General Compliance/Assurance Statement.

In conformity with 49 CFR, Part 23.43 (a), the City of Egegik does not discriminate in the award and performance of contracts on the basis of race, color, national origin or sex, and will ensure that minority and disadvantaged business enterprises shall have the maximum opportunity to participate in contracts and subcontracts to the extent permitted by federal law and the United States Constitution.

Section 2. Constitutionality of Quota Requirements.

The City is aware that the extent to which the Federal Government can insist on quota requirements applicable to larger grants is somewhat in doubt at this time. The United States Supreme Court called the constitutionality of DBE quotas for larger grants into serious doubt in 1995: see Adarand Constructors Inc. v. Peña, 115 S.Ct.2097 91995). The City, therefore, provides assurance that it will abide by larger grant, DBE quota requirements - see Section 5-g and 5-h, concerning percentage goals, of this ordinance – as long as the Supreme Court sustains DBE quota as being constitutional.

Section 3. Minority/Disadvantaged Business Enterprises.

- A. In accordance with 49 CFR, Part 23.45, a Minority and Disadvantage Business Enterprises means a small business concern, as defined pursuant to Section 3 of the Small Business Act and implementing regulations, that is owned and controlled means a business: (a) Which is at least 51 per centum owned by one or more minorities or women or, in the case of a publicly owned business, at least 51 per centum of the stock of which is owned by one or more minorities or women; and
- B. A minority person, or purposes of this section, means person who is a citizen or lawful permanent resident of the United States and who is: Black/Afro- American; Hispanic, regardless of race; Portuguese, regardless of race; Asian American, including persons having origin in the Indian subcontinent and in the Pacific Islands; American Indian and Alaska Native; and, members of other groups or

other individuals, found to be economically and socially disadvantaged by the Small Business Administration, in accordance with the Small Business Act as amended { 15 U.S.C. 637 (a); see also CFR, Part 23.62}

- C. Minority or Disadvantaged Business Enterprises, for purpose of this Ordinance, must qualify as a “Small Business” under the Small Business Act. Any such Enterprise is considered a small business until its average annual gross receipts over the previous three year period, exceed \$14 million dollars.

Section 4. Larger DOT-FAA Grants and DBE Compliance Criteria.

Applicants, including the City of Egegik, submitting grant proposals for larger DOT-FAA grants, particularly applicants for funds in excess of \$250,000 awarded by the FAA to general aviation airports [49 CFR, Part 23.41 (a)(iv)]; and, applicants for funds in excess of \$400,000 awarded by the FAA to non-hub airports [49 CFR, Part 23.41 (a)(v)] are required to implement a Minority and Disadvantage Business Enterprise Program containing the elements set forth in Section 5 of this Ordinance - see 49 CFR, Part 23.45. This program requirement mandates that the City of Egegik, if it is to be a recipient of DOT-FAA grant funds, shall develop and implement a Minority and Disadvantaged Business Enterprises Program, in order to ensure that Minority and DBE grant program goals are met. The City’s Program shall be submitted for FAA approval as part of the initial Request for Qualifications-Architect/Engineering Design proposal.

Section 5. City Assurance to Adopt DBE Program, Larger grant Components.

The City of Egegik ensures that it will include its Minority and Disadvantaged Business Enterprises Program, as well as establish and implement a Program that contains all the following required Program components:

- a. A policy statement expressing a commitment to use Minority and Disadvantaged Business Enterprise in all aspects of contacting, the maximum extent feasible;
- b. The designation of a liaison officer, as well as such support staff as may be necessary and proper to administer the program, and a description of the authority, responsibility and duties of the liaison officer and support staff.;
- c. Procedures to ensure that Minority and Disadvantaged Business Enterprises have an equitable opportunity to compete for contracts and subcontracts;
- d. Opportunities for use of banks owned and controlled by minorities or women;
- e. A Minority and Disadvantaged Business Enterprises Directory or source list, in order to facilitate identifying the pertinent Employees with capabilities relevant to general contracting requirements and to particular solicitations;
- f. Procedures to ascertain the eligibility of Minority and Disadvantaged Business Enterprises and joint ventures involving Minority and Disadvantaged Business Enterprises;
- g. .Percentage goals for the dollar value of work to be awarded to Minority and Disadvantaged Business Enterprises: overall goals for the overall M&DBE Program for a specified period of time, for example, two years; and also, contract goals on each specific time Project, for example, the Architect/Engineering Design Contract - -

- note that 49 CFR, Part 23, Subpart D, Appendix A: "Justification for Requests for Approval of Overall Goals of Less than 10%," states that a recipient for larger FAA grants who submits an overall Program goal of ten (10%) or more of the federal share of all prime contract awards, the recipient simply submits the goal "...in the manner that goals have been required to be submitted under the existing regulations...";
- h. A means to ensure that competitors for City Airport contracts make good faith efforts to meet the City's Minority and Disadvantaged Business Enterprises on tract goals.
 - l&j. A description of the methods by which the recipient will require sub-recipients, contractors and subcontractors to comply with applicable Minority and Disadvantaged Business Enterprises requirements; and,
 - k. Procedures, where not prohibited by State law, by which the applicant/recipient will implement Minority and Disadvantaged Business Enterprises set-asides.

Section 6. City Policy Statement for Establishment of DBE Program.

The **City of Egegik**, Alaska, (the City) has established, with the enactment of this Ordinance 99-01, a Disadvantaged Business Enterprise (DBE) Program in accordance with the grant recipient requirements of the U.S. Department of Transportation-Federal Aviation Administration (U.S. DOT-FAA) As a recipient of funding from the U.S. DOT-FAA, the City agrees to comply with the provisions of 49 CFR, Part 23, :Participation by Disadvantaged Business Enterprises in DOT Programs."

To the extent permitted by federal law and the U.S. Constitution, it is the policy of the City that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed, in whole or in part, with federal grant funds allocated and awarded to the City by U.S. DOT-FAA.

The City's policies prohibit discrimination against any person because of race, color, sex or national origin, in the award or performance of any contract subject to the requirements of 49 CFR, Part 23.

The City will require its employees, agents and contractors to adhere to the provisions of this program.

The City will utilize the State of Alaska's list of approved Disadvantaged Business Enterprises as its primary source of identifying Disadvantaged Business Enterprises.

This Program will be implemented and interpreted with the applicable provisions of the United States Code and Code of federal Regulations, guidance provided by the U.S. DOT-FAA, the laws of the State of Alaska and the Ordinances of the City of Egegik, Alaska.

This Program was enacted by Ordinance of the City Council of the City of Egegik, Alaska,

CITY OF EGEGIK

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
FOR
DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION
ADMINISTRATION, AIRPORT IMPROVEMENT PROGRAM

SUBPART A:
GENERAL

Sections:

1. Purpose and Objectives
2. Definitions
3. Avoidance of Discrimination
4. Record Keeping and Program Updates
5. Contractor Assurance

Section 1 (26.1) Purpose/Objectives/Policy Statement.

Preamble:

On 15 April, 1999, the Egegik City Council, following a Public Hearing on the matter, enacted Ordinance 98-11, adding Chapter 44, "City Compliance with Federal Department of Transportation-FAA Grant Requirements: Disadvantage Business Enterprise," to the Egegik City Code. At the time, the Council was aware that, by August, 1999, the City would be required to revise its Disadvantage Business Enterprise Policy, contained in Section 6 of Ordinance 98-11; and also, the further elaboration of that Policy that was included in the 5/27/99 "Request for Qualifications," soliciting applications for the City's proposed Egegik Airport: Engineering Survey, Design Specifications, and Related Pre-Construction Activities Project. This Policy revision would be necessary due to the revision promulgation on 2/2/99, by the Secretary, Department of Transportation, of 49 CFR, Parts 23 and 26, "Participation by Disadvantage Business Enterprises in Department of Transportation Programs; Final Rule." Therefore, the City Council, on 4/15/99, declared that the to-be-revised, City Disadvantage Business Enterprises (DBE) Policy, as ultimately formulated by the City Administrator in accordance with the Secretary's final Rule and as approved by the DOT-FAA, Anchorage Office, would automatically supersede the existing Section 6 of Ordinance 98-11 - - and any other Sections of that Ordinance -- in order to bring Ordinance 98-11 into compliance with the new DOT Final Rule. Moreover, consequent to DOT-FAA acceptance of this Policy statement, this Policy would become an essential attachment to Chapter 44 of the Egegik City Code, completely replacing the Policy elaboration that was included in the 5/27/99, RFQ, solicitation document packet.

- A. (26.1) The City of Egegik has established a Disadvantage Business Enterprise (DBE) Program, in accordance with regulations of the U.S. Department of Transportation (DOT) 49 CFR, Part 26. The City of Egegik is seeking Federal financial assistance from the DOT-FAA and as a condition of receiving this assistance, the City is signing an assurance that it will comply with 49 CFR, Part 26

- B. The primary objectives (26.1) of this City DBE Policy are:
- a) to ensure non-discrimination in the City's award and administration of DOT funded projects particularly, proposed DOT-FAA awarded projects;
 - b) to create a level playing field on which eligible DBEs can complete fairly for DOT funded projects and contracts which are administered by the City;
 - c) to ensure that the DBE Program narrowly is tailored in accordance with applicable law;
 - d) to ensure that only Firms which fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the City Program;
 - e) to help remove barriers to the participation of DBE Firms in DOT funded projects and contracts administered by the City; and,
 - f) to assist the development of these Firms so that they eventually can compete successfully in the market place outside the DBE program.
- C. (26.25) The current City Administrator has been delegated as the DBE Liaison. Officer. In that capacity, the City Administrator is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with a other legal obligations incurred by the City of Egegik in its financial agreements with the DOT.
- D. (26.25) The current City Administrator/City Clerk has disseminated this policy statement to the Egegik City Council and to all the components of this Municipality. We have distributed this statement to DBE and non-DBE business communities that are to perform work for us on DOT-assisted contracts, by including this entire DBE Policy in all DOT-FAA assisted grant contracts and subcontracts which are to be under the overall administration of the City. The City has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by having included the City's DBE Policy in its prime contract, "Requested for Qualifications" solicitation.

Mayor

Date

Section 2 (26.5) Definitions.

The terms used in this City Program have the meanings defined in 49 CFR, Part 26.5

Section 3 (26.7) Avoidance of Discrimination.

The City of Egegik will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 26, on the basis of race, color, sex or national origin. In administering its DBE Program, the City of Egegik will not, directly or through contractual or other arrangements, using criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program, with respect to individuals of a particular race, color, sex, or national origin.

Section 4 (26.11 & 26.21) Record Keeping and Program Updates.

- A. (26.11) As directed by the Dot, the City must provide data to the DOT concerning the City's DBE program. Additionally, the City must create and maintain a bidder's list consisting of all Firms bidding on prime contracts, plus all firms bidding or quoting subcontracts on DOT-funded City Projects. For each listed Firm, there must be included: the Firm name, address, status as a DBE or non-DBE, the age of the Firm, and the annual gross receipts of the Firm.
- B. (26.21) The City will continue to carry-out this program until all funds from DOT financial assistance have been expended. The City will provide to DOT, updates representing significant changes in the program.

Section 5 (26.13) Contractor Assurance.

For each allocated DOT grant or contract, the City must sign an assurance that will not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT assisted program or in the administration of its DBE program or the requirements of 49 CFR, part 26. Such an assurance shall be a legal obligation on the City. In turn, each master contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient or sub contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Sections:

1. Requirement for the City to Have a DBE Program
2. Requirements for a City DBE Liaison Officer
3. Requirements Concerning DBE Financial Institutions
4. Establishment of Prompt Payment Mechanisms
5. DBE Directory Requirements
6. Addressing Over-Concentration o DBEs in Certain Types of Work
7. Business Development and Mentor-Protégé Programs
8. Responsibilities for Monitoring Other Program Participants:

Section 1 (26.21) Requirements for the City to Have a DBE Program.

(26.21) The City, as a potential recipient of DOT-FAA grant funding of \$250,000 or more exclusive of transit vehicle purchases -- for airport planning or development purposes is required to have a DBE program. This signed and dated Policy statement expresses the City's Commitment to this program, states its objectives and outlines responsibilities for its implementation. The City's DBE Liaison Officer will be the current City Administrator, who shall be responsible for implementing all aspects of the program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the City of Egegik in its financial assistance agreements with the DOT.

Section 2 (26.25) Requirements for a City DBE Liaison Officer.

- A. The City of Egegik shall have a DBE Liaison Officer who will have direct, independent access to the Mayor of Egegik concerning DBE Programs matters. The Liaison Officer shall be responsible for implementing all aspects of the City's DBE Program.
- B. The City of Egegik, P. O. Box 189, Egegik Alaska, 99579; phone: (907) 233- 2400, has designated the current City Administrator/Clerk, John Purcell, whose Office is at the address noted, to be the DBE Liaison Officer. In that capacity, the current City Administrator/Clerk is responsible for implementing all aspects of the DBE program and ensuring that the city complies with all provisions of 49 CFR, Part 26; particularly, in achieving , as feasible, the previously listed DBE program objectives. Inasmuch as the City Administrator Clerk (in a one person administrative office) functions as planner, financial officer and contract officer/evaluator for all City business, that person is in the ideal position to fulfill satisfactory and as resources allow, the responsibilities that DOT and the City Council requires for successful DBE program fulfillment.

Section 3. (26.27) Requirements Concerning DBE Financial Institutions.

The City thoroughly shall investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in Alaska and make reasonable efforts to use these institutions; encourage prime contractors also to use these institutions.

Section 4 (26.29) Establishment of Prompt Payment Mechanisms.

The City shall establish, as part of its DBE program, a contract clause requiring prime contractors to pay subcontractors for satisfactory performance of their contracts no later than five working days from receipt of each payment that the City makes to the prime contractor. This clause must also require the prompt return of retainage payments from the prime contractor to the subcontractor within five working days after the subcontractor's work satisfactorily is completed. The following contractor clause has been adopted:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five working days from the receipt of each payment the prime contractor receives from the City of Egegik. The prime contractor agrees further to return retainage payments to each subcontractor within five working days after the subcontractor's work satisfactorily is completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Egegik. This clause applies both to DBE and non-DBE subcontractors.

Section 5 (26.31) DBE Directory Requirements.

The DBE Liaison Officer must maintain and make available to interested persons, a directory of all Firms eligible to participate as DBEs in the City's program; with the listing for each Firm including an address, phone number and the types of work the Firm has been certified to perform as a DBE. The DBE Liaison Officer must implement the appropriate mechanisms listed in this Policy in order to ensure Policy compliance by all program participants. In particular, the DBE Liaison officer must determine the good faith efforts of prime contractors in meeting the City's DBE goal. Moreover, the DBE Liaison Officer must include a monitoring and enforcement mechanism to verify that the work committed to DBEs at contract award, actually is performed by these same DBEs. It should be noted that no DBE owned financial institutions exist in the Egegik area (26.27) 7

Section 6 (26.33) Addressing Over-Concentration of DBEs in Certain Types of Work.

The City, by the very fact it is attempting to design and construct a larger Airport, is attempting to create some diversification within the commercial fishery industry for local, economically disadvantaged fisherman. Through this effort, the City is encouraging local fisherman to band together and form fishermen cooperatives, which would, by means of air cargo, transport fresh, fresh frozen and value added fish products directly to cargo transportation hubs and urban markets. By so doing, local fishermen can enter into the marketing component of the industry and obtain a higher price from the direct sale of their product, rather than being entirely dependent on middlemen/processors who, for the most part, continue to barge canned fish from the Egegik area.

Section 7 (26.35) Business Development and Mentor-Protégé Programs.

The City, in its design contracting, has attempted on several occasions, to contract with engineering Firms which make use of DBE subcontractors in the environmental permitting field, as a means of encouraging DBE business development and mentor- protégé programs.

Section 8 (26.37) Responsibilities for Monitoring Other Program Participants.

E. (26.37) The City will implement appropriate mechanisms, mainly, including this DBE Policy as an essential part of its Airport design and construction contracts/subcontracts, to ensure compliance with 26.37. Moreover, the City has created design/construction administrative and project manager consultant positions, the incumbents of which have responsibility for verifying that work subcontracted to DBEs, actually is performed by these DBE's.

SUBPART C
GOALS, GOOD FAITH EFFORTS, AND COUNTING

Sections:

1. Role of Statutory 10% Goal
2. Set Asides and Quotas
3. Approaches/Method for Establishing the Overall City DBE Goal
4. Actual Establishment of City Base Figure Goal
5. Adjustments to Base Figure to Arrive at Overall Goal
6. Overall Goal as Expressed in DBE Subcontracted Funds
7. Public Participation
8. Failure to Meet Overall Goals
9. Overall Goals Establish for Transit Vehicle Manufactures
10. Means for Meeting the Overall Goal
11. Good Faith Efforts Procedures
12. Counting DBE Participation Toward Fulfillment of Goal

Section 1 (26.41) Role of Statutory 10% Goal.

The Congressional statutes authorizing the DBE Program, provided unless otherwise determined by the Secretary, that not less than 10% of the authorized funds are to be expended with DBEs. This 10% national goal is an inspirational goal at the national level. It does not authorize or require the City to set overall or contract goals at the 10% level or any other level, nor does it mandate that the City take special administrative steps if the City's DBE participation goals are above the 10% level.

Section 2 (26.43) Set-Asides and Quotas.

- A. The City is not permitted to use quotas for DBEs on DOT assisted contracts subject to 49 CFR, Part 26.
- B. The City may not set-aside contracts for DBEs on DOT assisted contracts subject to 49 CFR, Part 26, except that, in limited and extreme circumstances, set-asides may be used when no other method reasonably could be expected to redress egregious instances of discrimination. It is the City's conviction that such extreme circumstances do not exist for justifying the use of set-asides and, unless so ordered by the EEO and DBE Specialist at the DOT-FAA-Alaskan Region, shall not set-aside contracts for DBEs.

Section 3 (26.45 (a) & (b)) Approaches/Method for Establishing the Overall DBE Goal.

- A. The City is obligated to set an overall goal for DBE participation in its DOT-assisted contacts, particularly its Airport A/E design and construction projects. This overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs -- hereafter, "relative availability of DBEs" relative to all businesses ready, willing and able to participate in City administered, DOT funded grants and contracts. The goal must reflect the City's current determination of the level of DBE participation that can be expected in the City's DBE program; i.e., specifically, the relative availability of DBEs to participate as DBEs in the City's Egegik Airport: Engineering Survey, Design

Specifications, and Related Pre-Construction Activities Project, as well as the anticipated, subsequent, Egegik Airport Construction Project.

- B. The City is required to begin its goal setting process, first, by determining a base figure for the relative availability of DBEs. The City has decided to use the Use of Bidders List as its approach for determining the base figure.

Section 4 (26.45 (c)) Actual Establishment of Base Figure Goal.

- A. The City's selected approach for determining a base figure is Use of the A/E, RFQ Bidders List.

- C. Of the five Prime Contract Bidders, the stated use of DBE subcontractors is as follows:

Three of the five prime contractors, all of which are non-DBE Firms stated (2 Firms) or it is assumed (1 Firm) that they would use Disadvantage Business Enterprises to conduct 10% of the total Egegik Airport, A/E contract work. The remaining two master contract bidders did not list any DBE firms as possible subcontractors. It should be noted that one DBE firm was listed by two master contract Firms as being a DBE subcontractor. From a review of all five RFQ responses, it was determined that in addition to the five master contractors, there were thirteen listed subcontracting Firms, of which five are DBEs. (To the City's knowledge, the five DBE Firms noted by the prime contractors previously have been determined to hold DBE status by their having met SBA criteria and the DOT income cap noted in 26.65. At least one is included in the Alaska DOT-FAA, EEO Office listing of DBE Firms.)

- D. A combined total of eighteen prime contractors and subcontractors applied for the Egegik Airport A/E project. Of this total amount, five were DBE Firms; and inasmuch as one DBE Firm was listed to be a subcontractor by two different master contractors, the number of separate and distinct DBE Firms actually was four. The DBE base figure goal, therefore, is four divided by 18 or 22%.

Section 5 (26.45 (d)) Adjustments to Base Figure to Arrive at Overall Goal.

The City intends to make no adjustments to its base figure and, therefore, computes its overall DBE goal to be 22%.

Section 6, (26.45 (e)) Overall Goal as Expressed in DBE Subcontracted Funds.

In the A/E Design contract, the total prime contract amount is \$298,737. The amount listed as being subcontracted to two DBEs through race-neutral means, is \$44,383 or 14.86% of the prime contracted and 13.53% of total DOT-FAA contracted funds.

Section 7 (26.45 (f) (1); 26.45(e) (5); & 26.45(g) Public Participation.

- A. Public Participation Process -- 26.45 (f)(1) -- The City intends to submit its overall goal or project goal on 1 August of each year. Before establishing the annual overall goal for the year, the City will consult with the DOT-PF, EEO-DBE Officer, in order to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBE's and the City of Egegik's efforts to establish a level playing field for the participation of DBE's. Following this consultation, the City, will publish a notice, to be posted in the Egegik Post Office and two other public places, of a proposed, overall project, goal, informing local residents that the proposed goal and its rationale are available for inspection at the City Office during normal business hours for 30 days following the date of notice; and, informing the Public that the City and DOT will accept comments on the goal for 45 days from the date of the posted notice. Normally, this notice will be issued by 1 June of each project year. It will include the City Office address to which comments may be sent and addresses where the proposal may be reviewed.
- B. The City's overall goal submission to DOT will include a summary of information and comments received during this public participation process and the City's responses. The City will begin using its overall goal on 1 October of each year, unless it has received other instructions from DOT.
- C. (26.45 (e)(5) In accordance with 49 CFR, Part 26.45 (e)(5), the City of Egegik, all things considered, may ask to be given additional time to take steps to develop an approach to setting a more generic, overall Disadvantaged Business Enterprises Goal for the City's nascent DBE Program. Accordingly, the City may request that the overall goal established in Subpart C, Section 5 (26.45) of the City's DBE Program application, be approved as an interim overall goal, while a final overall goal is being redefined and established.
- D. (26.45 (g)(2) Moreover, in accordance with 49 CFR, Part 26.45 (g)(2), the City, all things considered, may request a period of 60 days in order for the City to provide adequate public participation for the establishment of this more generic overall goal: first, fifteen days for the redefining of the overall goal, at the conclusion of which a published notice announcing the proposed overall goal will be posted in three conspicuous public places, informing the public that the proposed goal and its rationale are available for inspection at the City Office for 30 days following the date of the notice and that the City and the DOT-FAA will accept comments on the goal for 45 days from the date of the notice; and, second, forty five days to serve as a public comment period on the formulated overall goal, during which time, public comment and testimony will be accepted by the City and the DOT-FAA.

Section 8 (26.47) Failing to Meet Overall Goals.

The City cannot be penalized or treated by DOT as being in noncompliance with this Rule, because the City's DBE participation falls short of its overall goal, unless the city has failed to administer its Program in good faith. If the City should not have an approved DBE program or overall goal, or should fail to implement its program in good faith, then it is in noncompliance with 26.47.

Section 9 (26.49) Overall Goals Establishing for Transit Vehicle Manufactures.

- A. As a potential DOT-FAA recipient, the City DBE program shall require that each grader or snow removal equipment manufacturer, as a condition of being authorized to bid or propose on FAA assisted grader or snow removal vehicle procurements, must certify that the equipment manufacturer has complied with the requirements of 26.49. The City shall not include DOT-FAA assistance used in transit vehicle procurements, in the base amount from which the City's overall goal is calculated.
- B. The City will require each grader or snow removal equipment manufacturer, as a condition of being authorized to bid or propose on FAA assisted grader or snow removal vehicle procurements, to certify that the manufacturer has complied with the requirements of this section. Alternatively, the City may, at its discretion and with DOT-FAA approval, establish specific project-specific goals for DBE participation in the procurement of grader or other equipment vehicles in , lieu of the equipment vehicle manufacturer complying with this element of Program.

Section 10 (26.51) Means for Meeting the Overall Goal.

- A. The City will meet the maximum, feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins with a prime contractor or subcontractor through customary competitive procurement procedures. In the city's case, this primarily will be accomplished through: arranging solicitations and times for the presentations of bids; providing technical assistance; and, accomplishing information and communications programs on contracting procedures and specific contract opportunities. The City has promoted race-neutral means of DBE participation by having invited DBEs to attend the conducted A/E informational meeting, at which time the RFQ solicitation document was reviewed regarding the Egegik Airport: Engineering Survey, Design Specifications, and Related Pre-Construction Activities Project.
- B. The City strongly will encourage prime contractors to provide, as necessary and feasible, direct bonding and surety coverage to subcontracting DBEs; inasmuch as the lack of such coverage, in many instances, prevents small, local DBE's from participating in larger project contracts and subcontracts.
- C. The City will adjust the estimated breakout of race-neutral and race conscious participation as needed to reflect actual DBE participation (see Part 26.51(f) and the City will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the

following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and, DBE participation through a subcontract from a prime contractor that did not consider a Firm's status in making the award.

- D. The City of Egegik will use contract goals to meet any portion of the overall goal that the city does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to met through the use of race-neutral means.
- E. The City will establish contract goals only on those DOT-assisted contracts which have subcontracting possibilities. The City need not establish a contract goal on every such contract; moreover, the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBE's to perform the particular type of work, etc.).
- F. The City will express its contract goals as a percentage of the total amount of a DOT assisted contract.

Section 11 (26.53) Good Faith Efforts Procedure.

- A. The City intends to award its proposed DOT-FAA/AIP, City administered prime contract only to a prime A/E contract firm that makes a good faith effort to achieve the City's DBE overall goal. The City treats bidder/offers with good faith efforts requirements as a matter of responsiveness. Such a good faith effort will be presumed of the contracts bidders, contingent of each contract bidder having done either of the following:
 - a) Documents that it has obtained enough DBE participation to meet the goal; or
 - b) Documents that it made adequate good faith efforts to meet the goal, although it did not actually succeed in obtaining sufficient DBE participation.
- B. The City, in solicitations for DOT assisted contracts for which DBE goals have been established, must require the following:
 - 1) Award of the contract will be conditioned on meeting the stipulations of this City DBE Policy;
 - 2) All bidders will be required to submit the following information to the City:
 - i. The names and addresses of DBE Firms that will participate in the contract;
 - ii, A description of the work that each DBE will perform;
 - iii. The dollar amount of the participation of each DBE Firm participating;
 - iv. Written documentation of the bidder's commitment to use a DBE contract as provided in the prime contractor's commitment; and,
 - v. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and,

- vi. If the contract goal is not met, evidence of good faith efforts.
- C. It is the obligation of the bidder/offerer to make good faith efforts. The bidder/offerer can demonstrate that it has done this either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to 49 CFR, Part 26. The City's DBE Liaison Officer; i.e., the current City Administrator, is responsible for determining whether a bidder/offerer who has not met the contract goal, has documented sufficient good faith efforts to be regarded as responsive. The City will ensure that all information is complete, accurate and adequately documents the bidder/offerer's good faith efforts, before the City commits to the performance of the contract by the bidder/offerer.
- D. Within five working days of being informed by the City that it is not responsive, because it has not documented sufficient good faith efforts, a bidder/offerer may request administrative reconsideration. Bidder/offerer's should make this request in writing to the following reconsideration official: Mayor, City of Egegik, P.O. Box 189, Egegik, Alaska, 99579; phone (907) 233-2400. The reconsideration official will not have played any role in the original determination that the bidder/offerer did not document sufficient good faith efforts. As part of this reconsideration, the bidder/offerer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offerer will have the opportunity to meet in person the City's reconsideration official to discuss the issue of whether the Firm met the goal or made adequate good faith efforts to do this. The City will send the bidder/offerer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The results of the reconsideration process is not administratively appealable to the DOT,
- E. The City will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on other contract, with another DBE, to the extent needed to meet the contract goal. The City will require the prime contractor immediately to notify the DBE Liaison Officer of the DBE's inability or unwillingness to perform; and also, for the prime contractor to provide reasonable documentation. In this situation, the City will require the prime contractor to obtain the City's prior approval of the substitute DBE and to provide copies of new or amended subcontractors, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the City will issue an order stopping all or part of payment until satisfactory action has been taken. If the contractor still fails to comply, the City's Contract Officer may issue a termination for default proceeding.

Section 12 (26.55) Counting DBE Participation Toward Fulfillment of Goal.

- A. When a DBE participates in a DOT assisted, City administered contract, only the value of the work actually performed is counted as actually contributing toward the overall City, DBE goal. Only the entire amount of that portion of a construction project that is performed by the DBE Firm's own forces, including the cost of supplies and materials obtained by the

DBE for the project contract, is to be counted. Likewise, the entire amount of professional, technical, consultant or managerial services actually incurred by a DBE Firm, are to be counted towards the DBE goal. Work subcontracted by a DBE Firm only can be counted if the subcontractor also is a DBE Firm.

- B. When a DBE contracts or subcontracted under a DOT funded, City administered contract, the DBE performs a commercially useful function when its responsibilities by actually conducting, managing and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its subcontract through use of its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected, the City must presume that the DBE is not performing a commercially useful function.
- C. If a Firm is not currently certified, at the time of the execution of the contract, as a DBE in accordance with City DBE certification standards, then the City, under ordinary circumstances, will not count the Firm's participation toward any City DBE goals.
- D. A DBE, under a contract with the City, that ceases to be a DBE during the life of the contract, ordinarily shall not have the dollar value of the work it has performed since it ceased to be a DBE, counted toward the City's DBE goal for an exception, see Section 26.87 (1) (1) and (2).
- E. The participation of a DBE subcontractor in the City's DOT funded Airport Improvement Program (AIP) grant and any subsequent construction grant, shall not be counted toward the prime contract's DBE achievements or the City's overall DBE goal, until the amount being counted toward the goal has been paid to the DBE.
- F. The City's overall DBE goal in the City's DOT-FAA-AIP funded Airport AIP project, will not be considered as completely being fulfilled, until such time as the amount of subcontracted budgeted work costs is counted towards the City's DBE overall goal. For example, the anticipated DBE, contract budget amount in the AIP project, as projected by the prime contractor bidders, will be counted towards the City's DBE, overall goal, only when the subcontracted work is performed by the pertinent DBE subcontractors and the DBEs are reimbursed by the prime contractor for their completed work tasks

SUBPART D
CERTIFICATION STANDARDS

Sections:

1. Application of Burdens of Proof Standards
2. Rules Governing Business Size Determinations
3. Rules Governing Social and Economic Disadvantage
4. Rules Governing Determination of Ownership
5. Rules Governing Determination of Control
6. Other Rules Governing DBE Certification

Section 1 (26.61) Application of Burden of Proof Standards.

The City has the obligation of determining whether to certify a Firm as a DBE within its Program. The Firm seeking certification has the burden of demonstrating to the city that it meets these City DBE Certification requirements, as related to group membership or individual disadvantage, business size, ownership and control. The City rebuttable must presume that members of the designated groups noted in Article I, Section 2-H of this Policy are socially and economically disadvantaged; i.e., those identified a members of these groups do not have the burden of proving that they are socially and economically disadvantaged. However, applicants do have the obligation of providing the City information concerning their economic disadvantage.

Section 2 (26.63) Rules Governing Business Size Determinations.

To be an eligible DBE within the City DBE Program, a business Firm, including its affiliates) must be an existing small business as defined by Small Business Administration (SBA) standards. Current business size standards found in 13 CFR, Part 121, must be applied, appropriate to the type of work the Firm seeks to perform as a DBE in DOT funded contracts which are administered by the City. Even if it meets the preceding SBA standards for a small business, a Firm is not an eligible DBE in any City Fiscal year -- identical with the federal fiscal year -- if the Firm, including its affiliates, has had average annual gross receipts, as defined by SBA regulations (see 13 CFR121.402) over the Firm's previous three fiscal years, in excess of \$16.6 million.

Section 3 (26.97) Rules Governing Social and Economic Disadvantage.

- A. Members of groups noted in Article I, Section 2-H of this policy, or other minority group members found to be disadvantaged by the SBA, are socially and economically disadvantaged individuals. The City, nevertheless, is obligated to require applicants to its DBE program to submit a signed, notarized certification that each owner who is presumed to be disadvantaged is, in fact, socially and economically disadvantaged. For certification purposes, the City shall use the same certification form as that designed by the Alaska Department of Transportation and Public Facilities-EEO-DEB Office.
- B. The City must require that each individual owner of an applicant DBE Firm whose ownership and control are required for certification in the City's DBE program, submit a signed, notarized statement of personal net worth, with appropriate supporting documentation. This statement and documentation for determining personal net worth shall not be unduly lengthy, burdensome or intrusive; nor shall the information required exceed that asked

by the Small Business Administration. If the individual's personal net worth exceeds \$750,000, the individual's presumption of economic disadvantage is rebutted.

- C. (26.67: Final Rule Correction) The City, notwithstanding any provision of Alaska statutes, shall not release an individual's net worth statement nor any documentation supporting it to any third party without the written consent of the submitter; the exception being that the City must submit this information to DOT in any certification appeal proceeding under Part 26.89, in which the disadvantaged status of the individual is in question.
- D. If a Firm applying for City program certification has a current, valid certification -- other than a self-certification recognized by the SBA under the 8 (a) or Small and Disadvantaged Business (SDB), the City may accept the Firm's 8 (a) or SDB certification in lieu of conducting its own certification proceeding.

Section 4 (26.69) Rules Governing Determination of Ownership.

To be eligible for the City's DBE program, a Firm must be at least 51% owned by socially and economically disadvantaged individuals. In the case of a corporation, such individuals must own at least 51% of each class of voting stock outstanding and 51% of the aggregate of all stock outstanding. In the case of a partnership, 51% of each class of partnership interest must be owned by socially and economically disadvantaged individuals, likewise, in the case of a limited liability company, at least 51% of each class of member interest must be owned by a socially and economically disadvantaged individual. The Firm's ownership by socially and economically disadvantaged individual must be real, substantial and continuing, namely, the disadvantaged owners must enjoy the customary incidents of ownership, sharing in the risks and profits commensurate with their ownership interests, as demonstrated by the substance of their ownership interests and not merely the formal, legal documents signifying their ownership.

Section 5 (26.71) Rules Governing Determinations of Control.

Only an independent business may be certified by the City as a DBE. An independent business is one the viability of which does not depend on its relationship with another Firm or Firms. In this regard, the City must consider the Firm's relationship with prime contractors to determine whether a pattern of exclusive or primary dealings with the prime contractor compromises the independence of the potential DBE Firm. Likewise, the City must determine the consistency of relationship[s] between the potential DBE and Non-DBE Firms, as related to normal industry practices.

Section 6 (26.73) Other Rules Governing DBE Certification.

- A. The City is not to consider commercially useful function issues, which pertain solely to the activities of already certified DBEs counting toward DBE goals, in deciding whether to certify a DBE applicant Firm.

- B. The City must determine program eligibility of a particular DBE Firm on the basis of current circumstances; i.e., whether the Firm currently meets the ownership and control standards.
- C. DBE Firms applicants for the City program certification, shall cooperate fully with the City's (and DOT's) request for information required to determine program eligibility. Failure or refusal to provide this information is grounds for denial or refusal of certification.
- D. Only Firms organized for profit may be certified DBEs. Not-for-Profit organizations, although they may be owned and controlled by socially and economically disadvantaged individuals, are not eligible for the City DBE certification.
- E. A Firm that is owned by another Firm that is certified as a DBE, is not, by that very fact, eligible for City DBE certification. The Firm applying for DBE certification, itself, must be owned and controlled by individuals who are socially and economically disadvantaged.

SUBPART E
CERTIFICATION PROCEDURES

Sections:

1. Statewide Unified Certification Program
2. Procedures Concerning Certification Decisions
3. Procedures for Denial of Certification Applications
4. Procedures for Removal of a DBE's Eligibility

Section 1 (26.81) Statewide Unified Certification Program.

The City promises to sign an agreement of participation establishing a statewide Unified Certification Program (UCP) for recipients of DOT0-assisted contracts and grant awards. This UCP is expected effectively to be in existence by 3/4/2002. The City assumes that the Alaska DOT-PF will be the lead entity in this UCP and will await further information regarding the program's formation. The City agrees to take steps, as feasible, with the lead entity and the other entities in the proposed UCP, in order to fulfill the objectives of the UCP, particularly, that the UCP shall make all certification decisions on behalf of all DOT recipients in Alaska, with respect to participation in the DOT-DBE program.

Section 2 (26.83) Procedures Concerning Certification Decisions.

The City will follow, insofar as this is feasible and funds are made available for such purposes, the Procedure directives contained in 49 CFR, Part 26.83. It would appear that many of the procedures recommended, such as on-site visits to offices of a DBE applicant, the majority of whom are in Anchorage, are impracticable for the City to fulfill and best could be accomplished by the Alaska DOT-PF

or, ultimately, the proposed lead UCP entity. The City will be willing to use its share of any DOT funded DBE funds to pay other recipient entities for performing such DBE certification procedures on behalf of the City's DBE program. The City, in its DBE certification process, will accomplish either itself or through cooperative working arrangements with other recipients, procedures which include the following:

- A. Perform an on-site visit to the offices and job sites of the DBE Firm, interviewing the principal officers of the Firm and reviewing their resumes or work histories
- B. If the Firm is a corporation, analyze the ownership of stock in the Firm;
- C. Analyze the bonding and financial capacity of the Firm;
- D. Determine the work history of the Firm, including contracts it has received and work completed;
- E. Obtain a statement from the Firm of the type of work it prefers to perform as part of the DBE program, and its preferred locations, if any, for performing the work;
- F. Obtain or compile a list of the equipment owned by or available to the Firm, plus the licenses the Firm and its key personnel possess for performing the work it seeks to do as part of the DBE program;
- G. Require potential DBEs to complete and submit an appropriate application form either in the form of a sworn and authorized affidavit or in the form of an unsworn declaration that is executed under penalty of perjury -- on which the application form.
- H. Review all information on the application form prior to making a DBE eligibility decision concerning the Firm;
- I. Respond promptly to requests from other recipients for information possessed by the City regarding an applicant Firm;
- J. Accept DBE certifications of other recipients concerning DBE applicants; or, make an independent certification decisions based on information provided by the other recipient; or, conduct an application process on the applicant independent of the action of the other recipient;
- K. Safeguard from disclosure to unauthorized persons, information, gathered as part of the certification process, that may reasonably be regarded as proprietary or other confidential business information, consistent with applicable , Federal, State and local laws;
- L. Once certifying a DBE applicant, to continue to recognize that Firm as as remaining certified – unless the factual information on which the certification was made changes -- for a period of at least three years, until and unless the Firm's certification has been removed through the procedures of 49 CFR, Section 26.87.

- M. Make decisions on applications for DBE certification within 90 days of receiving from the applicant all required information; understanding that the City's failure to make a decision by the close of the 90 day period is considered a constructive denial of the application, on the basis of which the applicant may appeal to the DOT, under Section 26.89

Section 3 (26.85) Procedures for Denials of DBE Certification Applications.

The City, in denying a request for DBE certification in the City's program, must provide the applicant, in writing, the reasons for the denial, specifically referencing evidence supporting each reason for the denial. The Firm must be notified that it can reapply no later than 12 months from the date the denial is received via certified mail by the Firm. The Firm likewise shall be notified of its right to appeal the City's denial decision to the DOT.

Section 4 (26.87 – 26.89) Procedures for Removal of a DBE's Eligibility.

- A. In cases of DBE ineligibility complaints, the applicable procedures the City shall follow, include:
- i) protecting the confidentiality of the third party complainant;
 - ii) reviewing and investigating all available records regarding the eligibility of the Firm in question, including the review of additional requested information for the Firm; and,
 - iii) providing written notice to the Firm in question that the City proposes to find the Firm ineligible for continuing DBE certification, setting forth the reasons for the determination and specifically referencing the evidence in the record on which each reason based if, as a result of the review and investigation, a determination is made that there is reasonable cause to make such a decision;
 - iv) notifying the Firm of its right to an informal hearing, at which time the Firm may respond, in person, to the reasons for the City proposing to remove the Firm's DBE eligibility, plus providing information and arguments why the firm should remain certified; and'
 - v) notifying the complainant, in writing, of the City's determination and the reasons for it.
- B. In cases of notification by a previously certified DBE Firm that a change in its situation might justify the City in determination that there is reasonable cause for proposing that the Firm be declared as no longer being DBE eligible, the City must provide written notice to the Firm that it proposes to find the Firm as being DBE ineligible, setting forth the reasons for the determination and specifically referencing the evidence in the record on which each reason is based; and also, providing notice of the Firm's right to an informal hearing, in accordance with Section 4-A (iv)([CFR 49, 26.87 (d)] of this Subpart.
- C. In cases where the City is directed by DOT to initiate an eligibility determination decision regarding a certified DBE within the City's program, both the City and the firm are to receive a notice setting forth the reasons for the directive. The City then will

conduct the eligibility determination process in accordance with Section 4-A (ii, iii, & iv) of this Subpart.

- D. In order to assure a separation of functions, the Mayor plus two other City Council Members -- and not the City's DBE Liaison Officer who conducted the eligibility review and investigation -- shall make the final decision to remove a Firm's DBE eligibility. Grounds for the decision are to be based on the following:
- i) Changes in the Firm's circumstances since the initial DBE certification, justifying such a decision;
 - ii) Information not available at the time of the original certification;
 - iii) Information that was concealed or misrepresented by the Firm at the time of the original certification.
 - iv) A change in the certification standard or requirements since the original certification; and,
 - v) A documented finding that the City's original certification was erroneous.
- E. Following the decision, made in accordance with the procedures in Section 10-D, immediately above, the City must provide the Firm written notice of the decision and the reasons for it, including the specific references to the evidence in the record that support each reason for the decision. The notice must inform the Firm of the consequences of the city's decision. and the Firm's right of appeal to DOT in accordance with 49 CFR, Part 26.89. Copies of the notice are to be sent to the complainant in instances where the decision followed from an ineligibility complaint; or to the DOT-FAA in instances where the decision followed a directive from DOT to initiate proceedings.
- F. DOT final certification appeal decisions concerning appeals emanating from City removal of certification, are binding on the City and, if necessary, the City is required to take corrective measures in accordance with Part 26.91.

SUBPART F
COMPLIANCE AND ENFORCEMENT

Sections:

1. Compliance Procedures Applying to the City

Section 1 (26.101, 105, 107 and 109) **Compliance Procedures Applying to the City.**

- A. The City will bring to the attention of the DOT, any false, fraudulent or dishonest conduct in connection with the program, so that the DOT can take the steps provided in Part 26.109. The City also will consider similar actions under its own legal authorities, including responsibility determinations in future contracts.
- B. The City is aware that by failing to comply with DOT-FAA compliance and enforcement requirements, as contained in 49 CFR, 26.101 and 26.105, the City may be subject to formal enforcement action or appropriate program sanctions by the DOT. In particular, the City shall comply with part 26.109, regarding matters pertaining to:
- 1) Availability of Records -- the City shall safeguard from disclosure to unauthorized persons, information that may reasonably be considered as confidential business information, consistent with Federal, State and City law.
 - 2) Confidentiality of Information -- The City shall keep confidential the identity of complainants. If such confidentiality will hinder the investigation review or hearing that the City is undertaking, or results in a denial of appropriate due process to other parties, such as a DBE Firm, the complainant must be advised for the purpose of waiving the confidentiality privilege.
 - 3) Cooperation The City agrees to cooperate fully and promptly with DOT regarding all proceedings, compliance and enforcement matters.
 - 4) Intimidation and Retaliation -- The City promises not to intimidate, threaten, coerce or discrimination against any individual or Firm for the purpose of interfering with any right or privilege secured by 49 CFR, Part 26; or because the individual or Firm has made a complaint, testified, assisted, or participated in any manner, in an investigation, proceeding or hearing under Part 26.
 - 5) The City shall safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information, consistent with Federal, State and local law, (Egegik City Code, Title IX, Chapter 75, Section 116, "Standards of Employee Conduct"). Notwithstanding any contrary provisions of State or local law, the City will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.
- C. The City will report DBE participation to DOT-FAA by annually submitting DOT Form 4630, as modified for use by FAA recipients.

CITY OF EGEGIK
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PERSONAL NET WORTH AND DETERMINATION OF
SOCIAL DISADVANTAGE AFFIDAVIT

The undersigned swears that the information they are providing to the City of Egegik on the attached "Personal Net Worth and Determination of Social Disadvantage Statement," dated _____, is accurate and complete to the best of his or her knowledge.

Further, the undersigned authorizes the Disadvantage Business Enterprise (DBE) Liaison Officer of the City of Egegik, to verify the accuracy of the information provided, in order to determine whether it meets the standards of economic disadvantage for participation in the City's DBE Program. Any material misrepresentation or falsification of the information provided, is grounds for certification denial or immediate decertification, whichever applies.

Notwithstanding any provision of Alaska statues, the City shall not release the undersigned's personal net worth statement nor any documentation supporting it to any third party without the written consent of the undersigned; provided that the City must transmit this information to the Federal Department of Transportation in any certification appeal proceeding held under 49 CFR, Part 26.89, ("What is the process for certification appeals to the Department of Transportation?") in which the disadvantage status of the undersigned is in question.

_____	_____
Applicant Name	Signature of Applicant
_____	_____
Mailing Address	Daytime Telephone (with Area Code)
_____	_____
City, State, Zip Code	Date

On this _____ day of _____, before me appeared _____, who, being duly sworn, did execute the foregoing affidavit and state that (he) (she) did so as (his) (her) free act and deed.

(SEAL)

Notary Public

CHAPTER 44
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
FOR
THE DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION
ADMINISTRATION, AIRPORT IMPROVEMENT PROGRAM

SUBPART A:
GENERAL

Sections:

1. Purpose and Objectives
2. Definitions
3. Avoidance of Discrimination
4. Record Keeping and Program Updates
5. Contractor Assurance
6. Exemptions of Waivers

Section 1 (26.1) Purposed/Objectives/Policy Statement.

Preamble:

On 15 April, 1999, the Egegik City Council, following a Public Hearing on the manner, enacted Ordinance 98-11, adding Chapter 44, "City Compliance with Federal Department of Transportation-FAA Grant Requirements: Disadvantaged Business enterprises," to the Egegik City Code. At that time, the Council was aware that, by August, 1999, the City would be required to revise its Disadvantage Business Enterprises Policy, contained in Section 6 of Ordinance 98-11; and also, the further elaboration of that Policy, contained in included in the 5/27/99 "Request for Qualifications," soliciting applications for the City's proposed Egegik Airport: Engineering Survey, design Specifications, and Related Pre- Construction Activities Project. This Policy revision would be necessary due to the revision promulgation on 2/2/99, by the Secretary, Department of Transportation, of 49 CFR, Parts 23 and 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule." Therefore, the City Council, on 4/15/99, declared that the to-be-revised, City Disadvantaged Business Enterprises (DBE) Policy, as ultimately formulated by the City Administrator in accordance with the Secretary's Final Rule and as approved by the DOT-FAA, Anchorage Office, would automatically supersede the existing Section 6 of Ordinance 98-11 -- and any other Sections of that Ordinance -- in order to bring Ordinance 98-11 into compliance with the new DOT Final Rule. Moreover, consequent to DOT-FAA acceptance of this Policy Statement, this Policy would become an essential attachment to Chapter 44 of the Egegik City Code, completely replacing the Policy elaboration that was included in the 5/27/99, RFQ, solicitation document packet.

- A. (26.1) The City of Egegik has established a Disadvantage Business Enterprise (DBE) Program, in accordance with regulations of the U.S. Department of Transportation (DOT) 49 CFR, Part 26. The City of Egegik is seeking Federal financial assistance from the DOT-FAA and as a condition of receiving this assistance, the City is assigning an assurance that it will comply with 49 CFR, Part 26.
- B. The primary objectives (26.1) of this City DBE Policy are:
 - a) to ensure non-discrimination in the City's award and administration of DOT funded projects -- particularly, proposed DOT-FAA awarded projects;
 - b) to create a level playing field on which eligible DBEs can compete fairly for DOT funded projects and contracts which are administered by the City;
 - c) to ensure that the DBE Program narrowly if tailored in accordance with applicable law;
 - d) to ensure that only Firms which fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the City Program;
 - e) to help remove barriers to the participation of DBE Firms in DOT funded projects and contracts administered by the City; and
 - f) to assist the development of these Firms so that they eventually can

compete successfully if the market place outside the DBE program.

C. (26.25) The current City Administrator has been delegated as the DBE Liaison Officer. In that capacity, the City Administrator is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the City of Egegik in its financial agreements with the DOT.

D. (26.23) The current City Administrator/City Clerk has disseminated this policy statement to the Egegik City Council and to all the components of this Municipality. We have distributed this statement to the DBE and non-DBE business communities that are to perform work for us on the DOT-assisted contracts and subcontracts which are to be under the overall administration of the City. The City has distributed this statement to the DBE and non-DBE business communities that perform work for us on the DOT-assisted contracts by having included the City's DBE Policy in its prime contract, "Request for Qualifications" solicitation.

Mayor

Date

Section 2 (26.5) Definitions.

The terms in this City Program have the meanings defined in 49 CFR, Part 26.5.

Section 3 (26.7) Avoidance of Discrimination.

The City of Egegik will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 26, on the basis of race, color, sex or national origin. In administering its DBE Program, the City of Egegik will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or

substantially impairing accomplishment of the objectives of the DBE Program, with respect to individuals of a particular race, color, sex, or national origin.

Section 4 (26.11 & 26.21) Record Keeping and Program Updates.

- A. (26.11) As directed by the DOT, the City must provide data to the DOT concerning the City's DBE program. Additionally, the City must create and maintain a bidder's list consisting of all Firms bidding on prime contracts, plus all firms bidding or quoting subcontractors on DOT-funded City projects. For each listed Firm, there must be included: the Firm name, address, status as a DBE or non-DBE, the age of the Firm, and the annual gross receipts of the Firm.
- B. (26.21) The City will continue to carry-out this program until all funds from DOT financial assistance have been expended. The City will provide to DOT, updates representing significant changes in the program.

Section 5 (26.13) Contractor Assurance.

For each allocated DOT grant or contract, the City must sign an assurance that it will not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT assisted program or in the administration of its DBE program or the requirements of 49 CFR, part 26. Such an assurance shall be a legal obligation on the City. In turn, each master contract signed with a contractor (and each subcontract the prime contract signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SUBPART B
ADMINISTRATIVE REQUIREMENTS FOR DBE PROGRAMS
FOR FEDERALLY ASSISTED CONTRACTING

Sections:

1. Requirements for the City to Have a DBE Program
2. Requirements for a City DBE Liaison Officer
3. Requirements /concerning DBE Financial Institutions
4. Establishment of Prompt Payment Mechanisms
5. DBE Directory Requirements

6. Addressing Over-Concentration of DBEs in Certain Types of Work
7. Business Development and Mentor-Protégé Programs
8. Responsibilities for Mentoring Other Program Participants

Section 1 (26.21) Requirements for the City to Have a DBE Program.

(26.21) The City, as a potential recipient of DOT-FAA grant funding of \$250,000 or more exclusive of transit vehicle purchase for airport planning or development purposes, is required to have a DBE program. This signed and dated Policy statement expresses the City's commitment to this program, states its objectives and outlines responsibilities for its implementation. The City's DBE Liaison Officer will be the current City Administrator, who shall be responsible for implementing all aspects of the program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the City of Egegik in its financial assistance agreements with the DOT.

Section 2 (26.25) Requirements for a City DBE Liaison Officer.

- A. The City of Egegik shall have a DBE Liaison Officer who will have direct, independent access to the Mayor of Egegik concerning DBE Program matters. The Liaison officer shall be responsible for implementing all aspects of the City's DBE Program.
- B. The City of Egegik, P.O. Box 189, Egegik, Alaska, 99579; phone: (907) 233-2400, has designated the current City Administrator/Clerk, John Purcell, whose Office is at the address noted, to be the DBE Liaison Officer. In that capacity, the current City Administrator/Clerk is responsible for implementing all aspects of the DBE program and ensuring that the city complies with all provisions of 49 CFR, Part 26; particularly, in achieving, as feasible, the previously listed DBE program objectives. Inasmuch as the City Administrator Clerk (in a one person administrative office) functions as planner, financial officer and contract officer/evaluator for all City business, that person is in the ideal position to fulfill satisfactory and as resources allow, the responsibilities that DOT and the City Council require for successful DBE program fulfillment.

Section 3 (26.27) Requirements Concerning DBE Financial Institutions.

The City thoroughly shall investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in Alaska and make reasonable efforts to use these institutions; encouraging prime contractors also to use these institutions.

Section 4 (26.29) Establishment of Prompt Payment Mechanisms.

The City shall establish, as part of its DBE program, a contract clause requiring prime contractors to pay subcontractors for satisfactory performance of their contracts no later than five working days from receipt of each payment that the City makes to the prime contractor. This clause must also require

the prompt return of the retainage payments from the prime contractor to the subcontractor within five working days after the subcontractor's work satisfactorily is completed. The following contract clause has been adopted:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five working days from the receipt of each payment the prime contractor receives from the City of Egegik. The prime contractor agrees further to return retainage payments to each subcontractor within five working days after the subcontractor's work satisfactorily is completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Egegik. This clause applies both to DBE and non-DBE subcontractors.

Section 5 (26.31) DBE Directory Requirements.

The DBE Liaison Officer must maintain and make available to interested persons, a directory of all Firms eligible to participate as DBEs in the City's program; with the listing for each Firm including an address, phone number and the types of work the Firm has been certified to perform as a DBE. The DBE Liaison Officer must implement the appropriate mechanisms listed in this Policy in order to ensure Policy compliance by all program participants. In particular, the DBE Liaison Officer must determine the good faith efforts of prime contractors in meeting the City's DBE goal. Moreover, the DBE Liaison Officer must include a monitoring and enforcement mechanism to verify that the work committed to DBEs at contract award, actually is performed by these same DBEs. It should be noted that no DBE owned financial institutions exist in the Egegik area (26.27).

Section 6 (26.33) Addressing Over-concentration of DBEs in Certain Types of work.

The City, by the very fact it is attempting to design and construct a larger Airport, is attempting to create some diversification within the commercial fishery industry for local, economically disadvantaged fishermen. Through this effort, the City is encouraging local fishermen to band together and form fishermen cooperatives, which would, by means of air cargo, transport fresh, frozen and value added fish products directly to cargo transportation hubs and urban markets. By so doing, local fishermen can enter into the marketing component of the industry and obtain a higher price from the direct sale of their product, rather than being entirely dependent on middlemen/processors who, for the most part, continue to barge canned fish from the Egegik area.

Section 7 (26.35) Business Development and Mentor-Protégé Programs.

The City, in its design contracting, has attempted on several occasions, to contract with engineering Firms which make use of DBE subcontractors in the environmental permitting field, as a means of encouraging DBE business development and mentor- protégé programs.

Section 8 (26.37) Responsibilities for Monitoring Other Programs Participant

E. (26.37) The City will implement appropriate mechanisms, mainly, including this DBE Policy as an essential part of its Airport design and construction contracts/subcontracts, to ensure compliance with 26.37. Moreover, the City has created design/construction administrative and project manager

consultant positions, the incumbents of which have responsibility for verifying that work subcontracted to DBE's, actually is performed by these DBE's.

SUBPART C
GOALS, GOOD FAITH EFFORTS, AND COUNTING

Sections:

1. Role of Statutory 10% Goal
2. Set Asides and Quotas
3. Approaches/Method for Establishing the Overall city DBE Goal
4. Actual Establishment of City Base Figure Goal
5. Adjustments to Base Figure to Arrive at Overall Goal
6. Overall Goal as Expressed in DBE Subcontracted Funds
7. Public Participation
8. Failing to Meet Overall Goals
9. Overall Goals Established for Transit Vehicle Manufacturers

10. Means for Meeting the Overall Goal
11. Good Faith Efforts Procedures
12. Counting DBE Participation Toward Fulfillment of Goal

Section 1 (26.41) Role of Statutory 10% Goal.

The Congressional statutes authorizing the DBE Program, provide, unless otherwise determined by the Secretary, that not less than 10% of the authorized funds are to be expended with DBEs. This 10% national goal is an inspirational goal at the national level. It does not authorize or require the City to set overall or contract goals at the 10% level or any other level, nor does it mandate that the City take special administrative steps if the City's DBE participation goals are above or below the 10% level.

Section 2 (26.43) Set-Asides and Quotas.

- A. The City is not permitted to use quotas for DBEs on DOT assisted contracts subject to 49 CFR, Part 26.
- B. The City may not set-aside contracts for DBEs on DOT assisted contracts subject to 49 CFR, Part 26, except that, in limited and extreme circumstances, set-asides may be used when no other method reasonably could be expected to redress egregious instances of discrimination. It is the City's conviction that such extreme circumstances do not exist for justifying the use of set-asides and, unless so ordered by the EEO and DBE Specialist at the DOT-FAA-Alaskan Region, shall not set-aside contracts for DBEs.

Section 3 (26.45 (a) & (b)) Approaches/Method for Establishing the Overall DBE Goal.

- A. The City is obligated to set an overall goal for DBE participation in its DOT-assisted contracts, particularly its Airport A/E design and construction projects. This overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs -- hereafter, "relative availability of DBEs" relative to all businesses ready, willing and able to participate in City administered, DOT funded grants and contracts. The goal must reflect the City's current determination of the level of DBE participation that can be expected in the Specifications, and Related Per-Construction Activities Project, as well as the anticipated, subsequent, Egegik Airport Construction Project.
- B. The City is required to begin its goal setting process, first, by determining a base figure for the relative availability of DBEs. The City has decided to use the Use of Bidders List as its approach for determining the base figure.

Section 4 (26.45 (c)) Actual Establishment of Base Figure Goal.

- A. The City's selected approach for determining a base figure is Use of the A/E, RFQ Bidders List.
- B. Of the five prime Contract Bidders, the stated use of DBE subcontractors is as follows:

Three of the five prime contractors, all of which are non-DBE Firms, stated (2 Firms) or its assuaged (1 Firm) that they would use Disadvantaged Business Enterprises to conduct 10% of the total Egegik Airport, A/E contract work. The remaining two master contract bidders did not list any DBE Firms as possible subcontractors. It should be noted that one DBE Firm was listed by two master contract Firms as being a DBE subcontractor. From a review of all five RFQ responses, it was determined that in addition to the five master contractors, there were thirteen listed subcontracting Firms, of which five are DBEs. (To the City's knowledge, the five DBE Firms noted by the prime contractors previously have been determined to hold DBE status by their having met the SBA criteria and the DOT income cap noted in 26.65. At least one is included in the Alaska DOT-PF, EEO Office listing of DBE Firms.)

- C. A combined total of eighteen prime contractors and subcontractors applied for the Egegik Airport A/E project. Of this total amount, five were DBE Firms; and inasmuch as one DBE Firm was listed to be a subcontractor by two different master contractors, the number of separate and distinct DBE Firms actually was four. The DBE base figure goal, therefore, is four divided by 18 or 22%.

Section 5 (26.45 (d)) Adjustments to Base Figure to Arrive at Overall Goal.

The City intends to make no adjustments to its base figure and, therefore, computes its overall DBE goal to be 22%.

Section 6 (26.45 (e)) Overall Goal as Expressed in DBE Subcontracted Funds.

In the A/E Design contract, the total prime contract amount is \$195,737. The amount listed as being subcontracted to two DBEs through race-neutral means, is \$44,384 or 14.86% of the prime contract and 13.53% of total DOT-FAA contracted funds.

Section 7 (26.45 (f) (I): 26.45 (e) (5): &26.45(g)) Public Participation.

- A. Public Participation Process 26.45 (f) (I) The City intends to submit its overall goal or project goal on 1 August of each year. Before establishing the annual overall goal for that year, the City will consult with the DOT-PF, EEO- DBE Officer, in order to obtain in obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBE's and the City of Egegik's efforts to establish a level playing field for the participation of DBE's. Following this consultation, the City, will publish a notice, to be posted in the Egegik Post Office and two other public places, of a proposed, overall project goal, informing local residents that the proposed goal and its rationale are available for inspection at the City Office during normal business hours for 30 days following the date of notice; and, informing the Public that the City and DOT will accept comments on the goal for 45 days from the date of the posted notice. Normally, this

notice will be issued by 1 June of each project year. It will include the City Office address to which comments may be sent and addresses where the proposal may be reviewed.

- B. The City's overall goal submission to DOT will include a summary of information and comments received during this public participation process and the City's responses. The City will begin using its overall goal on 1 October of each year, unless it has received other instructions from DOT.
- C. (26.45 (e) (5) In accordance with 49 CFR, Part 26.45 (e)(5), The City of Egegik, all things considered, may ask to be given additional time to take steps to develop an approach to setting a more generic, overall, Disadvantaged Business Enterprises Goal for the City's nascent DBE Program. Accordingly, the City may request that the overall goal established in Subpart C, Section 5 (26.45) of the City's DBE Program application, be approved as an interim overall goal, while a final overall goal is being redefined and established.
- D. (26.45 (g)(2) Moreover, in accordance with 49 CFR, Part 26.45 (g)(2), the City, all thing considered, may request a period of 60 days in order for the City to provided adequate public participation for the establishment of this more generic overall goal: first, fifteen days for the redefining of the overall goal, at the conclusion which a published notice announcing the proposed overall goal will be posted in three conspicuous public places, informing the public that the proposed goal and its rationale are available for inspection at the City Office for 30 days following the date of the notice and that the City and the DOT-FAA will accept comments on the goal for 45 days from the date of the notice; and, second, forty five days to serve as a public comment period on the formulated overall goal, during which time, public comment and testimony will be accepted by the City and the DOT-FAA.

Section 8 (26.47) Failing to Meet Overall Goals.

The City cannot be penalized or treated by DOT as being in noncompliance with this Rule, because the City's DBE participation fall short of its overall goal, unless the city has failed to administer its Program in good faith. If the city should not have an approved DBE program or overall goal, or should fail to implement its program in good faith, then it is in noncompliance with 26.47.

Section 9 (26.49) Overall Goals Established for Transit Vehicle Manufacturers.

- A. As a potential DOT-FAA recipient, the City DBE program shall require that each grader or snow removal equipment manufacturer, as a condition of being authorized to bid or propose on FAA assisted grader or snow removal vehicle procurements, must certify that the equipment manufacturer has complied with the requirements of 26.49. The City shall

not include DOT-FAA assisted used in transit vehicle procurements, in the base amount from which the City's overall goal is calculated.

- B. The City will require each grader or other vehicle equipment manufacturer, as a condition of being authorized to bid or propose on DOT-FAA assisted vehicle equipments of this section. Alternatively, the City may, at its discretion and with DOT-FAA approval, establish specific project-specific goals for DBE participation in the procurement of grader or other equipment vehicles in lieu of the equipment vehicle manufacturer complying with this element of the program.

Section 10 (26.51) Means for Meeting the Overall Goal.

- A. The City will meet the maximum, feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract or subcontract through customary competitive procurement procedures. In the city's case, this primarily will be accomplished through: arranging solicitations and times for the presentations of bids; providing technical assistance; and, accomplishing information and communications programs on contracting procedures and specific contract opportunities. The City has promoted race-neutral means of DBE participation by having invited DBEs to attend the conducted A/E informational meeting, at which time the RFQ solicitation document was reviewed regarding the Egegik Airport Engineering Survey, Design Specifications, and Related Pre-Construction activities Project.
- B. The City strongly will encourage prime contractors to provide, as necessary and feasible, direct bonding and surety coverage to subcontracting DBEs; inasmuch as the lack of such coverage, in many instances, prevents small, local DBE's from participating in large project contracts and subcontracts.
- C. The City will adjust the estimated breakout of race-neutral and race conscious participation as needed to reflect actual DBE participation (see Part 26.51(f) and the City will track and report race-neutral and race-conscious participation separately. for reporting purposes, race-neutral DBE participation includes, but I not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and, DBE participation through a subcontract from a prime contract that did not consider a Firm's DBE status in making the award.
- D. The City of Egegik will use contract goals o meet any portion of the overall goal that the City does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

- E. The City will establish contract goals only on those DOT-assisted contracts which have subcontracting possibilities. The City need not establish a contract goal on every such contract; moreover, the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBE's to perform the particular type of work, etc.).
- F. The City will express its contract goals as a percentage of the total amount of a DOT assisted contract.

Section 11 (26.53) Good Faith Efforts Procedures.

- A. The City intends to award its proposed DOT-FAA/AIP, City administered prime contract only to a prime A/E contractor Firm that makes a good faith effort to achieve the City's DBE overall goal. The City treats bidder/offerer's with good faith efforts requirements as a matter of responsiveness. Such a good faith effort will be presumed of the contracts bidders, contingent on each contract bidder having done either of the following:
 - a) Documents that it has obtained enough DBE participation to meet the goal; or
 - b) Documents that it made adequate faith efforts to meet the goal, although it did not actually succeed in obtaining sufficient DBE participation.
- B. The City, in solicitations for DOT assisted contracts for which DBE goals have been established, must require the following:
 - 1) Award of the contract will be conditioned on meeting the stipulations of the City DBE Policy;
 - 2) All bidders will be required to submit the following information to the City:
 - I. The names and addresses of DBE Firms that will participate in the contract;
 - ii. A description of the work that each DBE will perform;
 - iii. The dollar amount of the participation of each DBE Firm participating;
 - iv. Written documentation of the bidder's commitment to use a DBE contractor it submits to meet a written goal;
 - v. Written confirmation from the DBE that it is participating in the contract as provided in the prime contract's commitment; and
 - vi. If the contract goal is not met, evidence of good faith efforts.
- C. It is the obligation of the bidder/offerer to make good faith efforts. The bidder/offerer can demonstrate that it has done this either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to 49 CFR, Part 26. The City's DBE Liaison Officer; i.e., the current City Administrator, is responsible for determining whether a good faith efforts to be regarded as responsive. The City will ensure that all information is complete, accurate and adequately documents the

bidder/offerer's good faith efforts, before the City commits to the performance of the contract by the bidder/offerer.

- D. Within five working days of being informed by the City that it is not responsive, because it has not documented sufficient good faith efforts, a bidder/offerer may request administrative reconsideration. Bidder/offerer should make a request in writing to the following reconsideration official: Mayor, City of Egegik, P.O. Box 189, Egegik, Alaska, 99579; phone (907) 233-2400. The reconsideration official will not have played any role in the original determination that the bidder/offerer did not document sufficient good faith efforts. As part of this reconsideration, the bidder/offer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offerer will have the opportunity to meet in person with the City's reconsideration official to discuss the issue of whether the Firm met the goal or made adequate good faith efforts to do this. The City will send the bidder/offerer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the DOT.
- E. The City will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on another contract, with another DBE, to the extent needed to meet the contract goal. The City will require the prime contractor immediately to notify the DBE Liaison Officer of the DBE's inability or unwillingness to perform; and also, for the prime contractor to provide reasonable documentation. In this situation, the City will require the prime contractor to obtain the city's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the City will issue an order stopping all or part of payment until satisfactory action has been taken. If the contractor still fails to comply, the City's Contract Officer may issue a termination for default proceeding.

Section 12 (26.55) Counting DBE participation Toward Fulfillment of Goal.

- A. When a DBE participates in a DOT assisted, City administered contract, only the value of the work actually performed is counted as actually contributing toward the overall City, DBE goal. Only the entire amount of that portion of a construction project that is performed by the DBE Firm's own forces, including the cost of supplies and materials obtained by the DBE for the project contract, is to be counted. Likewise, the entire amount of professional, technical, consultant or managerial services actually incurred by a DBE Firm, are to be counted towards the DBE goal. Work subcontracted by a DBE Firm only can be counted if the subcontractor also is a DBE Firm.

- B. When a DBE contracts or subcontracts under a DOT funded, City administered contract, the DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is performing its responsibilities by actually conducting, managing and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its subcontract through use of its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected, the City must presume that the DBE is not performing a commercially useful function.
- C. If a Firm is not currently certified, at the time of the execution of the contract as a DBE in accordance with City DBE certification standards then the City, under ordinary circumstances, will not count the Firm's participation toward any City DBE goals.
- D. A DBE, under a contract with the City, that ceases to be a DBE during the life of the contract, ordinarily shall not have the dollar value of the work it has performed since it ceased to be a DBE, counted toward the City's DBE goal – for an exception, see Section 26.87 (1) (1) and (2).
- E. The participation of A DBE subcontractor in the City's DOT funded Airport Improvement Program (AIP) grant and any subsequent construction grant, shall not be counted toward the prime contractor's DBE achievements or the City's overall DBE goal, until the amount being counted toward the goal has been paid to the DBE.
- F. The City's overall DBE goal in the City's DOT-FAA-AIP funded Airport AIP project will not be considered as completely being fulfilled, until such time as the amount of subcontracted budgeted work costs is counted towards the City DBE overall goal. For example, the anticipated DBE, contract budget amount in the AIP project, as projected by the prime contractor bidders, will be counted towards the City's DBE, overall goal, only when the subcontracted work is performed by the pertinent DBE subcontractors and the DBEs are reimbursed by the prime contractor for their completed work tasks.

SUBPART D

CERTIFICATION STANDARDS

Sections:

1. Application of Burdens of Proof Standards
2. Rules of Governing Business Size Determinations
3. Rules of Governing Social and Economic Disadvantage
4. Rules of Governing Determinations of Ownership
5. Rules of Governing Determinations of Control

6. Other Rules Governing DBE Certification

Section 1 (26.61) Application of Burdens of Proof Standards.

The City has the obligation of determining whether to certify a Firm as a DBE within its Program. The Firm seeking certification has the burden of demonstrating to the city that it meets these City DBE Certification requirements, as related to group membership or individual disadvantage, business size, ownership and control. The City rebuttable must presume that members of the designated groups noted in Article I, Section 2-H of this Policy are socially and economically disadvantaged; i.e., those identified as members of these groups do not have the burden of proving that they are socially and economically disadvantaged. However, applicants do have the obligation of providing the City information concerning their economic disadvantage.

Section 2 (26.63) Rules Governing Business Size Determinations.

To be an eligible DBE within the City DBE program, a business Firm, including its affiliates) must be an existing small business as defined by Small Business Administration (SBA) standards. Current business size standards found in CFR, Part 121, must be applied, appropriate to the type of the work the Firm seeks to perform as a DBE in DOT funded contracts which are administered by the City. Even if it meets the preceding SBA standards for a small business, a Firm is not an eligible DBE in any City fiscal year -- identical with the federal fiscal year -- if the Firm, including its affiliates, has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402) over the Firm's previous three fiscal years, in excess of \$16.6 million.

Section 3 (26.67) Rules Governing Social and Economic Disadvantage.

- A. Members of groups noted in Article I, Section 2-H of this Policy, or other minority group members found to be disadvantaged by the SBA, are socially and economically disadvantaged individuals. The City, nevertheless, is obligated to require applicants to its DBE program to submit a signed, notarized certification that each owner who is presumed to be disadvantaged is, in fact, socially and economically disadvantaged. For certification purposes, the City shall use the same certification form as that designed by the Alaska Department of Transportation and Public Facilities-EEO-DEB Office.
- B. The City must require that each individual owner of an applicant DBE Firm, whose ownership and control are required for certification in the City's DBE program, submit a signed, notarized statement of personal net worth, with appropriate supporting documentation. This statement and documentation for determining personal net worth shall not be unduly lengthy, burdensome or intrusive; nor shall the information required exceed that asked by the Small Business Administration. If the individual's personal net worth exceeds \$750,000, the individual's presumption of economic disadvantage is rebutted.
- C. (26.67: Final Rule Correction) The City, notwithstanding any provision of Alaska statutes, shall not release an individual's net worth statement nor any documentation supporting it to any third party without the written consent of the submitter; the exception being that the

City must submit this information to DOT in any certification appeal proceeding under Part 26.89, in which the disadvantaged status of the individual is in question.

- D. If a Firm applying for City program certification has a current, valid certification -- other than a self-certification -- recognized by the SBA under the 8 (a) or Small and Disadvantage Business (SDB), the City may accept the Firm's 8 (a) or SDB certification in lieu of conducting its own certification proceeding.

Section 4 (26.69) Rules Governing Determination of Ownership.

To be eligible for the City's DBE program, a Firm must be at least 51% owned by socially and economically disadvantaged individuals. In the case of a corporation, such individuals must own at least 51% of each class of voting stock outstanding and 51% of the aggregate of all stock outstanding. In the case of a partnership, 51% of each class of partnership interest must be owned by socially and economically disadvantaged individuals; likewise, in the case of a limited liability company, a least 51% of each class of member interest must be owned by socially and economically disadvantaged individuals.. The Firm's ownership by socially and disadvantaged individuals must be real, substantial and continuing; namely, the disadvantaged owners must enjoy the customary incidents of ownership, sharing in the risks and profits commensurate with their ownership interests, as demonstrated by the substance of their ownership interests and not merely the formal, legal documents signifying their ownership.

Section 5 (26.71) Rules Governing Determinations of Control.

Only an independent business may be certified by the City as a DBE. An independent business is one the viability of which does not depend on its relationship with another Firm or Firms. In this regard, the City must consider the Firm's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential DBE Firm. Likewise, the City must determine the consistency of relationships between the potential DBE and Non-DBE Firms, as related to normal industry practices.

Section 6 (26.73) Other Rules Governing DBE Certification.

- A. The City is not to consider commercially useful function issues, which pertain solely to the activities of already certified DBEs counting toward DBE goals, in deciding whether to certify a DBE applicant Firm.
- B. The City must determine program eligibility of a particular DBE Firm on the basis of current circumstances; i.e., whether the Firm currently meets the ownership and control standards.

- C. DBE Firm applicants for City program certification, shall cooperate fully with the City's (and DOT's) request for information required to determine program eligibility. Failure or refusal to provide this information is grounds for denial or refusal of certification.
- D. Only firms organized for profit may be certified as DBEs. Not-for-Profit organizations, although they may be owned and controlled by socially and economically disadvantaged individuals, are not eligible for City DBE certification, itself, must be owned and controlled by individuals who are socially and economically disadvantaged.

SUBPART E

CERTIFICATION PROCEDURES

Sections:

1. Statewide Unified Certification Program
2. Procedures Concerning Certification Decisions
3. Procedures for Denial of Certification Applications
4. Procedures for Removal of a DBE's Eligibility

Section 1 (26.81) Statewide Unified Certification Program.

The City promises to sign an agreement of participation establishing a statewide Unified Certification Program (UCP) for recipients of DOT-assisted contracts and grant awards. This UCP is expected effectively to be in existence by 3/4/2002. The City assumes that the Alaska DOT-PF will be the lead entity in this UCP and will await further information regarding the program's formation. The City agrees to take steps, as feasible, with the lead entity and the other entities in the proposed UCP, in order to fulfill the objectives of the UCP, particularly, that the UCP shall make all certification decisions on behalf of all DOT recipients in Alaska, with respect to participation in the DOT-DBE program.

Section 2 (26.83) Procedures Concerning Certification Decisions.

The City will follow, insofar as this feasible and funds are made available for such purposes, the Procedure directives contained in 49 CFR, Part 26.83. It would appear that many of the procedures recommended, such as on-site visits to offices of a DBE applicant, the majority of whom are in Anchorage, are impracticable for the City to fulfill and best could be accomplished by the Alaska DOT-PF or, ultimately, the proposed lead UCP entity. The City will be willing to use its share of any DOT funded DBE funds to pay other recipient entities for performing such DBE certification procedures on behalf of the City's DBE program. The City, in its DBE certification procedures will accomplish either itself or through cooperative working arrangements with other recipients, procedures which include the following:

- A. Perform an on-site visit to the offices and job sites of the DBE Firm, interviewing the principal offices of the Firm and reviewing their resumes or work histories;

- B. If the Firm is a corporation, analyze the ownership of stock in the Firm;
- C. Analyze the bonding and financial capacity of the Firm;
- D. Determine the work history of the Firm, including contracts it has received and work completed;
- E. Obtain a statement from the Firm of the type of work it prefers to perform as part of the DBE program, and its preferred locations, if any, for performing the work;
- F. Obtain or compile a list of the equipment owned by or available to the Firm, plus the licenses the Firm and its key personnel possess for performing the work it seeks to do as part of the DBE program;
- G. Require potential DBEs to Complete and submit an appropriate application form either in the form of a sworn and authorized affidavit or in the form of an unsworn declaration that is executed under penalty of perjury – on which the applicant attests to the accuracy and the truthfulness of the information of the application form.
- H. Review all information on the application form prior to making a DBE eligibility decision concerning the Firm;
- I. Respond promptly to requests from other recipients for information possessed by the City regarding an applicant Firm;
- J. Accept DBE certifications of other recipients concerning DBE applicants; or, make an independent certification decisions based on information provided by the other recipient; or, conduct an application process on the applicant independent of the action of the other recipient;
- K. Safeguard from disclosure to unauthorized persons, information, gathered as part of the certification process, that may reasonably be regarded as proprietary or other confidential business information, consistent with applicable, Federal, State and local laws;
- L. Once certifying a DBE applicant, to continue to recognize that Firm as remaining certified – unless the factual information on which the certification was made changes for a period of at least three years, until and unless the Firm’s certification has been removed through the procedures of 49 CFR, Section 26.87.
- M. Make decisions on applications for DBE certification within 90 days of receiving from the applicant all required information; understanding that the City’s failure to make a decision by the close of the 90 day period is considered a constructive denial of the application, on the basis of which the applicant may appeal to the DOT, under Section 26.89.

Section 3 (26.85) Procedures for Denial of DBE Certification Applications.

The City, in denying a request for DBE certification in the City's program, must provide the applicant, in writing, the reasons for the denial, specifically referencing evidence supporting each reason for the denial. The Firm must be notified that it can reapply no later than 12 months from the date the denial is received via certified mail by the Firm. The Firm likewise shall be notified of its right to appeal the City's denial decision to the DOT.

Section 4 (26.87-26.89) Procedures for Removal of a DBE's Eligibility.

- A. In cases of DBE ineligibility complaints, the applicable procedures the City shall follow, include:
- i) protecting the confidentiality of the third party complainant;
 - ii) reviewing and investigating all available records regarding the eligibility of the Firm in question, including the review of additional requested information from the Firm; and,
 - iii) providing written notice to the Firm in question that the City proposes to find the firm ineligible for continuing DBE certification, setting forth the reasons for the determination and specifically referencing the evidence in the record on which each reason is based f, as a result of the review and investigation, a determination is made that there is reasonable cause to make such a decision;
 - iv.) notifying the Firm of its right to an informal hearing, at which time the Firm may respond, in person, to the reasons for the City proposing to remove the Firm's DBE eligibility, plus providing information and arguments why the firm should remain certified; and,
 - v) notifying the complaint, in writing, of the City's determination and the reason for it.
- B. In cases of notification by a previously certified DBE Firm that a change in its situation might justify the City in determining that there is reasonable cause for proposing that the Firm be declared as no longer being DBE eligible, the City must provide written notice to the Firm that it proposes to find the Firm as being DBE ineligible, setting forth the reasons for the determination and specifically referencing the evidence in the record on which each reason is based; and also, providing notice of the Firms right to an informal hearing, in accordance with Section 4-A (iv) [CFR 49, 26.87 (d)] of this Subpart.
- C. In cases where the City is directed by DOT to initiate an eligibility determination decision regarding a certified DBE within the City's program, both the City and the firm are to receive a notice setting forth the reasons for the directive. The City then will conduct the eligibility determination process in accordance with Section 4-A (ii, iii, & iv) of this Subpart.
- D. In order to assure a separation of functions, the Mayor plus two other City Council Members and not the City's DBE Liaison Officer who conducted the eligibility review and investigation shall make the final decision to remove a Firm's DBE eligibility. Grounds for the decision are to be based on the following:

- i) Changes in the Firm's circumstances since the initial DBE certification, justifying such a decision;
 - ii) Information not available at the time of the original certification;
 - iii) Information that was concealed or misrepresented by the Firm at the time of the original certification.
 - iv) A change in the certification standard or requirements since the original certification; and,
 - v) A documented finding that the City's original certification was erroneous.
- E. Following the decision, made in accordance with the procedures in Section 10-D, immediately above, the City must provide the Firm written notice of the decision and the reasons for it, including the specific references to the evidence in the record that support each reason for the decision. The notice must inform the Firm of the consequences of the city's decision and of the Firm's right to appeal to DOT in accordance with 49 CFR, Part 26.89. Copies of the notice are to be sent to the complainant in instances where the decision followed from an ineligibility complaint; or to the DOT-FAA in instances where the decision followed a directive from DOT to initiate proceedings.
- F. DOT final certification appeal decisions concerning appeals emanating from City removal of certification, are binding on the City and, if necessary, the City is required to take corrective measures in accordance with Part 26.91.

SUBPART F
COMPLIANCE AND ENFORCEMENT

Sections:

- 1. Compliance Procedures Applying to the City

Section 1 (26.101, 105, 107 and 109)

Compliance Procedures Applying to the City.

- A. The City will bring to the attention of the DOT, any false, fraudulent or dishonest conduct in connection with the program, so that the DOT can take the steps provided in Part

26.109. The City also will consider similar actions under its own legal authorities, including responsibility determinations in future contracts.

- B. The City is aware that by failing to comply with DOT-FAA compliance and enforcement requirements, as contained in 49 CFR, 26.101 and 26.105, the City may be subject to formal enforcement action or appropriate program sanctions by the DOT. In particular, the City shall comply with part 26.109, regarding matters pertaining to:
- 1) Availability of Records - - the City shall safeguard from disclosure to unauthorized persons, information that may reasonably be considered as confidential business information, consistent with Federal, State and City law.
 - 2) Confidentiality of Information The City shall keep confidential the identity of complainants. If such confidentiality will hinder the investigative review or hearing that the City is undertaking, or result in a denial of appropriate due process to other parties, such as a DBE Firm, the complainant must be advised for the purpose of waiving the confidentiality privilege.
 - 3) Cooperation City agrees to cooperate fully and promptly with DOT regarding all proceedings, compliance and enforcement matters.
 - 4) Intimidation and Retaliation - - The City promises not to intimidate, threaten, coerce or discriminate against any individual or Firm for the purpose of interfering with any right or privilege secured by 49 CFR, Part 26; or because the individual or Firm has made a complaint, testified, assisted, or participated in any manner, in an investigation, proceeding or hearing under Part 26.
 - 5) The City shall safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information, consistent with Federal, State and local law, (Egegik City Code, Title IX, Chapter 75, Section 116, "Standards of Employee Conduct"). Notwithstanding any contrary provisions of State or local law, the City will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.
- C. The City will report DBE participation to DOT-FAA by annually submitting DOT Form 4630, as modified for use by FAA recipients.

Chapter 45.

Repealed 03/07
Codified 5/21/13 LG

Chapter 45. Payment Management System For Freshwater And Wastewater Utility Systems

- A. Billing.
- B.

1. The City Administrator or his or her designee shall adhere to the following billing procedures for the water and wastewater utility systems:
 - a. The rates and charges that shall be included in monthly billing statements or invoices are established by the City Council in Chapters 36 and 37 of the Code.
 - b. Billing statements shall be mailed on or before the seventh working day of each month.
 - c. Billing statements shall contain the date of billing, previous balance due (if any), payment made during the previous month, charges incurred during the previous month, total amount currently due and owing, and the date the charges incurred during the previous month are due (which shall be the eighteenth day of the current month), and any other information deemed appropriate by the City at its sole discretion.
2. Failure to adhere to the above described billing procedures by City employees may result in discipline, up to and including, termination of employment.

B. Delinquent Accounts.

1. The Customer shall pay the full amount of each billing statement by the eighteenth day of the current month or the account becomes delinquent. The City shall send a "Notice of Account Delinquency" to the Customer when the account becomes delinquent.
2. Interest on delinquent accounts shall be paid at the rate of fifteen percent (15%) per annum; e.g., interest for the first two months of delinquency (90 days after the water or wastewater service is provided) would be determined by multiplying the fuel payment owed $\times .15 \times 2/12^{\text{ths}}$. Interest on delinquent accounts shall begin when an account is delinquent for 60 days, retroactive to the first day of delinquency.
3. The amount of the delinquent payment, with interest, shall constitute a lien on real and personal property of the customer whose account is delinquent.
4. The City may also collect from the delinquent customer all expenses that relate to the City's effort to collect, including but not limited to:
 - (a) cost of collection;
 - (b) attorney's fees and costs;
 - (c) recorder's fees; and
 - (d) court costs.

C. Past Due Notice.

All Customers whose monthly invoice statements are not paid in full by the tenth day of the month following the month a "Notice of Account Delinquency" has been sent to the Customer, will be sent a "Past Due Notice" by the City Administrator or his or her designee. The Past Due Notice shall state the amount due including any applicable interest, or other charges. It shall also include an explanation of the possible actions that the City will take if the Customer does not make payment in full on his or her account within ten (10) days of the mailing of the Past Due Notice, and indicate that such possible actions include: not providing further water and/or wastewater services, providing service on a cash only basis, taking whatever legal action is necessary to collect on the debt, or other action permissible under law.

D. Nonpayment of Charges.

1. If a Customer does not pay the full amount of the invoice on time, including but not limited to any interest and the costs of collection described in Subsection 45-B-4, the City may take any of the following actions: discontinue water and/or wastewater services, provide service on a cash only basis, take whatever legal action is necessary to collect on the debt, or take any other action permissible under law.
2. The City may, in its sole and exclusive discretion, allow a Customer to enter into a written payment plan to pay off a delinquent account. Failure to comply with the payment plan may make the Customer ineligible for water and/or wastewater services from the City in the future. As long as a Customer complies with a payment plan entered into by the Customer and the City, the City shall pursue no other actions to collect unpaid rates or charges.
3. The City may, in its sole and exclusive discretion, allow a Customer who is not a City employee to enter into a written work in lieu of payment plan and perform casual work for the City, in lieu of entering into a written payment plan, to pay off a delinquent account. Failure to comply with a work in lieu of payment plan may make the Customer ineligible for water and/or wastewater services from the City in the future. As long as a Customer complies with a work in lieu of payment plan entered into by the Customer and the City, the City shall pursue no other actions to collect unpaid rates or charges.
4. The City may, in its sole and exclusive discretion, allow a Customer who is a City employee to deduct amounts owed to the City from the employee's pay checks to pay off a delinquent account by entering into a written agreement to make such deductions, only if such deductions will not reduce the employee's wage rate below the applicable statutory minimum wage and/or overtime rates. Failure to comply with the written agreement may make the City employee ineligible for water and/or wastewater services from the City in the future. As long as the City employee complies with the written agreement entered into by the City

employee and the City, the City shall pursue no other actions to collect unpaid rates or charges.

E. Discontinuance of Future Services.

1. The City may disconnect and discontinue water and/or wastewater services (hereafter “discontinue services”) for the following reasons:
 - a. nonpayment of billing statements;
 - b. noncompliance with any of the provisions of this Section 45;
 - c. the Customer’s water or wastewater valves or other equipment is malfunctioning or the Customer will not allow the City access to such equipment;
 - d. an immediate hazard exists; or
 - e. necessity of the City to comply with an order or regulation of any governmental agency with proper jurisdiction.
2. Except as provided in subsection 3 below, the City shall notify the delinquent customer in writing that water and/or wastewater services will be discontinued at least fifteen (15) days before the discontinuance occurs, by placing the notice at the entrance to the building where the service is provided. The notice must contain, at a minimum, the following information:
 - a. the name and address of the Customer whose services are to be discontinued;
 - b. the date on or after which services will be discontinued unless the Customer takes appropriate action;
 - c. an explanation of the reason(s) for the proposed discontinuance, including a statement of any delinquent amount owing to the City;
 - d. if the discontinuance is premised on failure to pay water or wastewater billing statements,
 - l. a statement advising the Customer to contact the City for information regarding a possible payment plan and/or other procedures that the City may offer to avoid discontinuance of services; and

- ii. a list of governmental or social service assistance agencies (if any) which the City is aware of that may offer water or wastewater service assistance payments to qualified customers;
 - e. a specific request that if the Customer's residence is occupied by a person seriously ill, elderly, disabled, or dependent on life support systems, the Customer should notify the City immediately of that circumstance for consideration in avoiding discontinuance of services;
 - f. a statement advising the customer that the City's stated reason for discontinuing services may be disputed and potentially resolved by contacting the City at the City's address and/or telephone number; and
 - g. a statement that the City retains the right to discontinue services, after allowing a customer who disputes the amount owing the opportunity for a meeting, if the City continues to find that the reason for discontinuance of services is just.
3. If the City has been informed that a residence is occupied by a person who is seriously ill, elderly, disabled, or dependent on life support systems, the City shall provide the notice required by subsection 2 above at least thirty (30) days before discontinuing services. Additionally, if after giving notice in accordance with subsection 2 above, the City thereafter learns that a residence is occupied by a person who is seriously ill, elderly, disabled, or dependent on life support systems, the City shall extend the discontinuance date by an additional fifteen (15) days and notify the Customer accordingly.

F. Resumption of Services Following Discontinuance.

1. If a Customer's services have been discontinued in accordance with section E above for nonpayment of billing statements, resumption of services shall occur only upon payment of all amounts due and owing to the City, including but not limited to the amount of delinquent billing statements, interest, collection costs, and any other costs incurred by the City. Additionally, the Customer must pay a one hundred dollar (\$100.00) deposit for future services.

2. Where services to a Customer have been discontinued because of equipment malfunction, resumption of services shall be made once the equipment has been repaired.
3. A Customer shall pay all charges imposed under Section 11, Chapter 36, Title VI of the Code for reconnection.

G. Deposit on Account.

Any Customer who fails to make a payment on time as provided for in this Section 45 shall be required to pay a one hundred dollar (\$100.00) deposit for future services. The \$100 deposit shall remain on account with the City for a period of three consecutive months. If at the end of the three months, the Customer has made all of his or her payments owing to the City on time, then the deposit shall be applied to the Customer's next billing statement.

H. Preference During Shortage.

In case of a shortage of water, the City may give preference to certain customers over other customers as determined in the sole discretion of the City.

I. No Liability of City.

The City shall not be liable for any loss or damage of any nature whatsoever, including but not limited to loss or damage related to equipment malfunction or environmental contamination.

J. Suspension of Provisions.

Neither the Mayor nor any employee of the City shall suspend or alter any of the provisions of this Section without specific approval of or direction from the City Council, except in cases of emergency involving a danger of loss of life or property.

K. Resale Prohibited.

A Customer shall not resell any water sold to it by the City.

L. Notice to Customers.

All current customers shall receive a copy of Ordinance 03-07 with the mailing of the next billing statement following passage of Ordinance 03-07. All new customers shall receive a copy of this Section 5 upon applying for water or wastewater services with the City.

M. Administration and Enforcement.

This Section shall be administered and enforced by the Mayor. All monies collected for water and wastewater services shall be segregated as separate revenue funds from other City funds,

with the actual rates and charges collected being deposited and commingled within the City's General Fund bank account. All City costs incurred (including but not limited to the cost of labor) to provide such services to purchasers and customers, shall be accounted for separately. The City Council may adopt such additional rules, procedures, and policies pertaining to fuel delivery services as it deems proper.

Section 3. **Effective Date.** This ordinance becomes effective immediately upon its adoption by the City Council.

Codified 5/21/13 Attested: LG

Title VII.

GENERAL WELFARE.

- | | | |
|-----------------|-----|--|
| Chapter: | 46. | (Reserved) – Fluoridation of Water Supply |
| | 47. | (Reserved) – Alcohol Local Option Election |
| | 48. | Alcoholic Beverages |

49. Dog Control
50. (Reserved)
51. (Reserved)
52. Offenses by or against minors
53. (Reserved)
54. Litter, pollution, sanitation measures.
55. (Reserved)
56. Offenses against property
57. Offenses by or against public officers and government
58. Offenses against public peace
59. (Reserved)
60. (Reserved)
61. Motor vehicles
62. Control of firearms, deadly weapons, explosives
fireworks
63. (Reserved)
64. (Reserved)
65. (Reserved)

CHAPTER 46

(Reserved)

CHAPTER 47

ALCOHOL LOCAL OPTION ELECTION

All alcohol local elections shall be held in accordance with State law.

CHAPTER 48**ALCOHOLIC BEVERAGES****Section:**

1. Establishment of Advisory Board.
2. Advisory Board-Powers and Authority.
3. Prohibitions.
4. Hours of Sale.
5. Exceptions to Prohibitions of Consumption in Public Places.
6. Definitions.
7. Violation-Penalty.

Section 1. Establishment of Advisory Board.

- A. There is established an Egegik Alcoholic Beverage Advisory Board consisting of five members appointed for overlapping three year terms. The Mayor shall appoint the members of the Board, subject to confirmation by the City Council. The first Board shall consist of one member appointed for a term of one year, two members appointed for terms of two years and two members appointed for terms of three years. Successors to the members of the first Board shall be appointed for three year terms.
- B. All members of the Board shall be residents of the City of during their term of appointment. Two members of the board may actively be engaged in the alcoholic beverage industry. No member of the Board may hold any municipal, tribal governing body, state or federal office, either elective or appointive. No three members of the Board may engage in the same business, occupation or profession.
- C. Three members of the Board constitute a quorum for the conduct of business. The Board shall meet at least once each year and at other times as directed by the City Council. It shall meet at other times as directed by the City Council.

Section 2. Advisory Board-Powers and Authority.

- A. The Board shall conduct studies and investigations to ensure the proper administration of municipal liquor regulations in a manner that will protect the public health, safety and welfare. The Board shall report to the City Council at least once each year and as requested by the City Council.
- B. The Board shall be advisory by nature and shall possess none of the legal powers or authority of the City unless such powers or authority specifically is authorized by subsequent ordinances.

Sections 3. Prohibitions.

- A. It is unlawful for any person to give, barter or sell any intoxicating liquor to person under age of twenty-one years.
- B. It is unlawful for any persons to give, barter or sell any intoxicating liquor to any persons who, within the normal of observation, appears to be intoxicated. For purposes of this subsection a person appears to be intoxicated when exhibiting any symptom that indicates substantial loss of control of physical or mental faculties, including but not limited to slurred speech, clumsiness, drowsiness, heavy odor of alcoholic beverages, or undue or abnormal excitation or suppression of the passions or feeling.
- C. It is unlawful for a licensee to permit the giving, selling bartering or drinking of any intoxicating liquor within premises covered by an Alaska license to or by a minor or other people who, within the normal powers of observation, appears to be intoxicated.
- D. It is unlawful for any person to permit a minor to entertain or remain upon licensed premises unless he or she is accompanied by his or her parent, guardian or spouse who has attained the age of twenty-one years. However, a person eighteen year of age or older as a musician , entertainer or busboy. In addition, a person under the age of twenty-one years may enter and remain upon licensed premises that are also recognized as a restaurant , for the purpose of dining or dancing, if accompanied by his or her parent, guardian or spouse who has attained the age of twenty-one years, or by the parent or guardian of any other minor also present, or by any other adult with the explicit consent of the minor's parent or guardian.
- E. It is unlawful for a minor to solicit the purchase, attempt to purchase otherwise secure or attempt to secure, or to possess, intoxicating liquor.
- F. It is unlawful for a minor to enter a licensed premises, and offer or present to licensee, his or her employee or agent, or a law enforcement officer, a document or statement that does for represent the true age of the minor.
- G. It is unlawful for a person upon a licensed premises, upon demand of the person in charge of such a premises or a law enforcement officer, to refuse to produce identification sufficient to prove that the person is twenty-one years of age or older, preferably an identification card that endorsed in plastic and contains a photograph of the individual and a statement of the individual's name, age and date of birth.
- H. It is unlawful for a person to influence or attempt to influence the selling , giving or serving of intoxicating liquor to a minor, or to order, request, receive or procure intoxicating liquor from any person for the purpose of selling, giving or serving the intoxicating liquor to a minor.

- I. It is unlawful for any licensee or his or her employee or agent, to sell intoxicating liquor other than for cash, paid promptly after the verbal or written solicitation for purchase has been received, within his or her licensed premises, except that a hotel, boarding house or inn that offers lodging and is licensed to sell alcoholic beverages, may sell intoxicating liquor to lodgers and include the charge for the beverage in the billing for the lodging. In this subsection, "cash" means money or its equivalent, namely, cheques or credit card voucher.
- J. It is unlawful for a licensee, or his or her employees or agents, to permit the drinking of intoxicating liquors by any person upon the premises covered by his or her license, unless it is permitted under the classification of said license.
- K. It is unlawful for a licensee, or his or her employees or agents, other than person employed as a bartender, waiter or waitress, or combination entertainer waiter/waitress, to solicit, encourage, or procure the purchase of intoxicating liquor on the licensed premises.
- L. It is unlawful for a licensee, or his or her employees or agents, to permit the intoxicating liquor that is sold for consumption on the premises, to be removed from the premises.
- M. It is unlawful to carry or transport an open container of intoxicating liquor on the public streets, alleys, parks or other public places, except that an open container of intoxicating liquor may be carried in a vehicle in a locked trunk or other secured location inaccessible to drivers and passengers of the vehicle.
- N. It is unlawful to consume intoxicating liquor on the public streets, alleys, parks or other public places, including all City facilities; except as may otherwise be provided by subsequent ordinances.
- O. It is unlawful for a licensee to allow fighting or other disorderly conduct, to occur within one hundred feet of his or her licensed premises.

Section 4. Hours of Sale.

- A. No person may consume, sell, offer for sale, furnish or deliver from an authorized licensee of a package store license, any intoxicating liquor on any such licensed package store premises between the hours of ten p.m. and eleven a.m. , on Mondays through Saturdays; and between the hours of ten p.m. on Saturdays to one p.m. on Sundays. The above sentence shall not be construed as regulating the minimum number of hours in which a package store licensee may operate and can be superseded by more restrictive hourly regulations promulgated by the City Council and approved by the Alcoholic Beverage Control Board.
- B. No person may consume, sell, offer for sale, give, furnish or deliver from an authorized licensee of any type of license provided in AS 04.11.080(1)-(6) and (8)-(20) any intoxicating liquor on any such licensed premises between the hours of two a.m. and ten a.m. on Mondays through Fridays, three a.m. and ten a.m. on Saturdays; and three a.m. and one p.m. on Sundays. The above sentence shall not be construed as regulating the

minimum number of hours in which a bar, club, pub, or other establishment that is noted in AS 04.11.080(l)-(6) and (8)-(20) and has been issued a license or permit may operate; therefore, the above sentence can be superseded by more restrictive hourly regulations promulgated by the City Council and approved by the Alcoholic Beverage Control Board.

Section 5. Sale of Non-Beverage Items.

- A. No person shall solicit or engage in the sale, barter or exchange of any item on the licensed premises, except that the licensee and the licensee's employees or agents, may sell intoxicating liquors, other beverages, food items prepared on or for the licensed premises, tobacco suppliers and the use of legal game equipment.
- B. It is unlawful for a licensee, his or her employees or agents, to permit a person who violates subsection A of this Section to remain upon the licensed premises.
- C. The licensee's premises shall not be connected by a door or other means of passage for the purpose of sales or for the purpose of passage by the general public to any other retail establishment.

Section 6. Exceptions to Prohibitions to Consumption in Public Places.

The City Council may approve, by resolution, regulations governing the service and consumption of intoxicating liquor at group functions conducted in City park or other City owned facilities. The regulations shall require that a permit be obtained and shall set qualifications for the issuance of a permit. It shall be unlawful for any person to violate the regulations approved under this section.

Section 7. Definitions.

As used in this chapter:

"Intoxicating liquor" means whiskey, brandy, rum, gin, vodka, wine, ale, porter, stout, beer and all other spirituous, venous, malt or other fermented or distilled liquors intended for human consumption and containing more than one percent alcohol by volume.

"Licensed premises" means licensed under AS 04.11.080.

"Licensee" means the holder of any type of license classified by AS 04.1.080, any person responsible for the lawful conduct of the business licensed and all persons acting as agents or employees on the licensed premises.

"Minor" means any person under twenty-one years of age.

"Open container" means any original container or package without the Internal

Revenue strip stamp intact upon the container or package; any original container or package that has been opened at least once since purchase, and any container or package other than the original container or package.

Section 8. Penalties.

- A. A person who violates any provision of this chapter is guilty of a violation and upon conviction is punishable by a fine of not more than five hundred dollar. Each violation is a separate offense.
- B. The provisions of As 04.15.1000(b) relating to penalties for violations of that title of Alaska statutes, apply also with respect to penalties for violation of any of the provisions of this chapter of the City of Egegik Code of Ordinances adopted under the authority of AS04.15.070.(a)
- C. Upon conviction of a licensee for a violation of any provision of this chapter, the judge having jurisdiction shall send a notification of conviction, together with a certified copy of the transcript of the trial proceeding and conviction to the Alcoholic Beverage Control Board.

CHAPTER 49

DOG AND CAT CONTROL

Sections:

- 1. Coverage.
- 2. Registration required.
- 3. Loose ownerless dogs and cats.
- 4. Loose owner dogs and cats.
- 5. Rabies vaccination.
- 6. Rabid dogs and cats.

7. Rabies; loose dogs and cats under emergency situations.
8. Disposal of dogs and cats.
9. Penalties.

Section 1. Coverage.

Every person who owns, keeps custody of, or claims possession of a dog or cat is subject to the provisions of this chapter. Such a person is an “owner” for the purposes of this chapter.

Section 2. Registration Required.

All dogs and cats six (6) months of age or older shall be registered with the City of Egegik. There shall be a registration fee of ten (10) dollars for male and spayed female dogs and cats, and twenty (20) dollars for unsprayed female dogs and cats. A tag, issued by the City, to be worn on the collar of registered dogs and cats, shall be proof of registration.

Dogs which by breeding or by training (pit bulls, etc) are dangerous to humans, especially children, shall be kept in dog pen-runs or other penned confinement.

Section 3. Loose ownerless dogs and cats.

Any loose dogs or cats posing a threat to a person or property within the City of Egegik or any loose unattended and unidentified dog or cat will be considered wild, abandoned or ownerless and will be subject to disposal without notification of the owner.

Section 4. Loose owned dogs and cats.

In the case of a loose, unattended dog or cat, where ownership can be determined: a city employee or official, the Peace Officer or VPSO, shall give the owner notice in writing of the dog or cats condition so that the owner may secure the dog or cat in proper fashion. The notice shall state the date, time and whom delivered. The notice shall give the owner a reasonable period, from the time of its receipt, in which to secure an unconfined dog or cat. A copy of the notice as delivered shall be kept for the Public Safety Officer’s records. Upon expiration of the reasonable time period, if an unconfined dog or cat is still not secured, written notice shall again be given the owner in the same fashion as the first notice. If at the expiration of the time period given in the second notice, a dog or cat is still unconfined, measures may be taken to dispose of the animal.

Section 5. Rabies vaccination.

All dogs and cats six (6) months of age or older shall be vaccinated against rabies. Owners are responsible for making certain their dogs and cats are vaccinated against rabies at the times vaccination is available in Egegik. Owners are responsible for furnishing proof of vaccination of their dogs and cats.

Section 6. Rabid dogs and cats.

Any dog or cat believed to be sick with rabies shall be observed for fourteen (14) days and shot if found to be sick with rabies. If the dog or cat in question has bitten anyone, the Community Health Aide and the Mayor shall be notified immediately.

Section 7. Rabies; loose dogs and cats under emergency situations.

if loose, unattended dogs and cats, or periodic outbreaks of rabies and other diseases among non-domestic animals near Egegik, occasions outbreaks of disease among domestic animals, and causes hazards to public health and safety, the Council may declare an emergency. During such emergency, all loose and unattended dogs and cats whether ownership is known or not will be disposed of without individual notice. Notice of such emergency shall however be given by publishing notice, and by radio if possible. During such emergency, it is the duty of all owners to confine their dogs and cats.

Section 8. Disposal of Dogs and Cats.

The City of Egegik disclaims any responsibility for disposal of dogs and cats belong to owners in violation of any of this Chapter.

Section 9. Penalties.

Any owner violating the provision of this Chapter shall, upon conviction thereof, be fined not to exceed the sum of three hundred dollars (\$300). Such fines shall set at the discretion of the fining authority, with fines of more than ten dollars (\$10.00) being limited to cases where after three previous warnings from the City, the owners have not secured their animal or taken necessary corrective action in order to be in compliance with this Ordinance.

CHAPTER 50

(Reserved)

CHAPTER 51

(Reserved)

CHAPTER 52

OFFENSES BY OR AGAINST MINORS

Sections:

1. Selling tobacco to children.
2. Selling intoxicating liquor to minors.
3. Penalties.

Section 1. Selling tobacco to children

It is unlawful in the City for any person, firm, or corporation to sell, exchange or give any cigarettes, cigars, or tobacco in any form to any child under the age of eighteen (18).

Section 2. Selling intoxicating liquor to minors.

It is unlawful in the City for any person, firm, or corporation to sell, exchange or give any intoxicating liquor in any form to any child under the age of twenty-one (21).

Section 3. Penalties.

Failure to comply with a provision of this Chapter is a violation as defined in Chapter 1, Section 6 of this Code. Persons, persons, companies, firms, corporations or other entity(ies) upon conviction of a violation of the provisions of Section 1 of this chapter shall be fined not to exceed the sum of three hundred dollars (300.00). Persons, persons, companies, firms, corporations or other entity(ies) furnishing alcoholic beverages of any sort to any person under the age of twenty-one (21) shall be liable to up to 5 years in jail and/or a fine up to \$50,000.00 as prescribed in Alaska Statutes (Title 4). Such sentence shall be set at the discretion of the sentencing authority.

CHAPTER 53

(RESERVED)

CHAPTER 54

LITTER, POLLUTION; SANITATION MEASURES

Sections:

1. Litter unlawful.
2. Notice to abate, removal by City.
3. Polluting water.
4. Water and Sewer.
5. Authorized dump area.
6. Noise Pollution.
7. Penalty.

Section 1. Litter unlawful.

It is unlawful for any person to do any of the following within the city limits or those areas outside of the city limits that are owned, operated and/or regulated by the City.

- A. Cause or allow litter to be collected, deposited or to remain in any place under his or her control;
- B. throw or deposit litter in or upon any street or public place except in public receptacles, in private receptacles for disposal, or in disposal areas designated by the City;
- C. drive or move any vehicle which is carelessly loaded, or not constructed to prevent its load, or litter on it from falling upon any street, ally or public place; and
- D. throw or deposit litter on any private property, whether owned by the person or not;

Section 2. Notice to abate; removal by City.

The City administrator, Peace Officer and/or VPSO is authorized and empowered to notify the owner or occupier of any property to properly dispose of litter located on the property which is or may become offensive, noxious or dangerous to the public health, safety or welfare. The notice shall be by personal service or if that is not possible by certified mail, postage prepaid, addressed to the owner occupier at his last known address.

Upon the failure, neglect or refusal of any owner or occupier so notified to properly dispose of litter within five days after the date of the notice or in the event the notice is returned to the City because of inability to make delivery, the City Clerk is authorized and empowered to pay for disposal of such litter or to order its disposal by the municipality.

When the City has affected the removal of such litter or has paid for its removal, the actual cost thereof, plus accrued interest at the rate of eight (8) percent per year from the date of the completion of the work, shall be charged to the owner or occupier of the property.

Section 3. Polluting water.

It is unlawful for any person to throw, empty out or deposit in any creek, ditch or near any inhabited place, any foul filthy substance or allow the same to stand on his own premises or to seep into the premises of another.

The Egegik Commercial Fishery District is the economic life force of the Community, containing the renewable fisheries resources which are the source of the fishery industry on which the Community is economically dependent. Any polluting of City waters, which are commensurate with the Egegik Commercial Fishery District, is unlawful and will be reported immediately to the pertinent State and Federal authorities and agencies.

Section 4. Water and Sewer.

It shall be unlawful for any person, company or organization to deposit, dump, or in any manner dispose of human waste, offal, or excrement within the city limits, including the Egegik River and Bay, except as provided in Chapter 37 Wastewater System Tariff of this Code.

Section 5. Authorized dump area.

For the purpose of this chapter, the authorized disposal area shall be the dump area commonly used for dumping as designed by the City Council. As noted in Section 1C, vehicles transporting solid wastes to the dump shall be covered or have solid wastes weighed-down so as to prevent these wastes from being wind-blown from the vehicles. Solid wastes from commercial business shall be delivered to the approved landfill at times designated by the Mayor and City Administrator.

Section 6. Noise Pollution.

Industrial or commercial noise pollution, i.e., noise that is considered excessive by the general population, particularly, constant noise near the Community School, is unlawful. In instances where the City Council determines such noise pollution to be determined to the common good of the Community, a certified letter requiring corrective action shall be sent to the particular business. The business will have 90 days from the receipt of the letter to complete the corrective action.

Section 7. Penalty.

Failure to comply with a provision of this Chapter is a violation as defined in Chapter 1, Section 6 of this Code. Person, companies, firms, corporations or other entity(ies) upon conviction of a violation of the provisions of this Chapter shall be fined not to exceed the sum of three hundred dollars (\$300.00) plus the damage repair and legal compensatory amount to be determined out of Court, through mediation or through the Courts. Such fine shall be set at the discretion of the fining authority.

CHAPTER 55
(Reserved)

CHAPTER 56

OFFENSES AGAINST PROPERTY

Sections:

1. Tampering with sewer and water system.
2. Injury to public library books or property.
3. Injury to roads and other utilities.
4. Injury to public property or equipment.
5. Penalty.

Section 1. Tampering with sewer and water system.

It is unlawful for any person or persons to remove, carry away, or tamper with or attempt to destroy any portions of the city sewer and water system, including the wastewater lagoons, without the consent of the City Administrator or the City Freshwater-Wastewater Technician. No-one is allowed in the water tank room at the Fire hall without prior approval. The room ordinarily is to be locked at all times. No-one is allowed the Wastewater Pump Stations without prior approval.

Section 2. Injury to public library books or property.

It is unlawful for any adult person to willfully, maliciously or wantonly destroy books or films which are the property of the Public Library.

Section 3. Injury to roads and other utilities.

It is unlawful for any person to willfully, maliciously or wantonly injure, remove or destroy any bridge, rail or plank road; or place or cause to be placed, any obstruction on any such bridge, rail or plank road; or willfully obstruct or injure any public road or highway; or post or pole used in connection with any system of electric lighting, or telephone or telegraph system; or break down and destroy or injure and deface any electric light, telephone instrument; or in any way cut, break or injure the wires of any apparatus belong thereto or to willfully tap, cut, injure, break, disconnect, connect, make any connection with, or destroy any wires, mains, pipes, conduits, meters or other apparatus belong to, or attached to, the power plant or distributing system of any electric light plant, electric motor, or water plant; or to aid or abet any other person in so doing.

Section 4. Injury to public property or equipment.

It is unlawful for any person to willfully, maliciously or wantonly injure, destroy or tamper with any public property or equipment whether within or outside of the city limits of Egegik. In particular, this section applies but is not limited to the following:

- A. The Egegik Public Dock, dock Cranes, the Public Dock Cathodic Protection System, Fuel Shut-Off Valves, Lights, Ladders, Dumpster, Electrical Control Boxes and all other Public Dock Related Equipment;
- B. The City Bulk Fuel Storage Tank Farm and Generator Sheds;
- C. The City Freshwater Well beyond the Public Dock;
- D. The Dock Conex Van Office Structure, Office Equipment and Files;
- E. The Dock Conex Van Storage Facility , Boom and Spill Skimmer Equipment;
- F The Heavy Equipment Garage, Road and Road Related Equipment, plus Tools;
- F. The Landfill, Landfill Incinerator, Incinerator Housing and Fencing;

- G. The Fire hall Garage, Fire truck and all fire Fighting Equipment;
- H. City owned Underground Electrical Lines and Power Transformers;
- I. City owned Streetlights; and
- J. All City Office Equipment and Files.

Section 5. Penalty.

Failure to comply with a provision of this Chapter is a violation as defined in Chapter 1, Section 6 of this Code. Person, companies, firms, corporations or other entity(ies) upon conviction of a violation of the provisions of this Chapter shall be fined not to exceed the sum of three hundred dollars (\$300.00) plus the damage repair and legal compensatory amount to be determined out of Court, through mediation or through the Courts. Such fine shall be set at the discretion of the fining authority.

CHAPTER 57

OFFENSES BE OR AGAINST PUBLIC OFFICES AND GOVERNMENT

Sections:

1. Interference with city officers.
2. Falsely assuming to be an officer.
3. Resisting arrest.
4. Penalty.

Section 1. Interference with city officers.

It is unlawful for any person to interfere with or hinder any policeman, fireman, officer or city official in the discharge of his duty.

Section 2. Falsely assuming to be an officer.

It is unlawful for any person to falsely assume to be a judge, magistrate, or peace officer and take upon himself to act as such, or require anyone to abet or assist him in any manner.

Section 3. Resisting arrest.

It is unlawful for any person to attempt to escape or forcibly resist when lawful arrest is being made by an officer.

Section 4. Penalty.

Failure to comply with a provision of this Chapter is a violation as defined in Chapter 1, Section 6 of this Code. Person, Persons, companies, firms, corporations or other entity(ies) upon conviction of a violation of the provisions of this Chapter shall be fined not to exceed the sum of three hundred dollars (\$300.00). Such fine shall be set at the discretion of the fining authority.

CHAPTER 58

OFFENSES AGAINST PUBLIC PEACE

Sections:

1. Disturbance of Peace.
2. Disturbing congregations or other assemblies.
3. Blasphemous or obscene language.
4. Penalty.

Section 1. Disturbance of Peace.

It is unlawful for any person to make or excite any disturbance in a store or grocery, or at any election or public meeting, or other place where citizens are peaceably and lawfully assembled.

Section 2. Disturbing congregations or other assemblies.

It is unlawful for any person to willfully disturb any assembly of persons met for religious worship by profane discourse or rude and indecent behavior, or by making a noise, either within the place of worship or so near as to disturb the order and solemnity of the assembly, or willfully to disturb or interrupt any school, school meeting, or other lawful assembly of persons.

Section 3. Blasphemous or obscene language.

It is unlawful for any person to publicly use blasphemous or obscene language, to the disturbance of the public peace and quiet.

Section 4. Penalty.

Failure to comply with a provision of this Chapter is a violation as defined in Chapter 1, Section 6 of this Code. Person, Persons, companies, firms, corporations or other entity(ies) upon conviction of a violation of the provisions of this Chapter shall be fined not to exceed the sum of three hundred dollars (\$300.00). Such fine shall be set at the discretion of the fining authority.

CHAPTER 59
(Reserved)

CHAPTER 60
(Reserved)

CHAPTER 61
MOTOR VEHICLES

Sections:

1. Definitions.
2. Coverage.
3. Excessive Speed.
4. Unsafe Operation.
5. Influence of intoxicating liquor or beverage.
6. Required equipment; snow machines.
7. Required equipment; all land based vehicles.
8. Reporting of accidents.
9. Penalties.

Section 1. Definitions.

- A. "Street" means a way used by the public for traffic of vehicles.
- B. "Vehicle" includes every device in, upon or by which any person or property is or may be transported or drawn upon a street, road, ice road, or trail, except devices moved exclusively by human power unaided by internal combustion engines or other such mechanical devices for the generation of energy. Devices designed primarily for travel over snow or ice by means of skis, belts, cleats, or low pressure tires are deemed "Vehicles". Boats, canoes, barges and any other water based craft are vehicles when referred to in this Chapter.

Section 2. Coverage.

This chapter is effective within the city limits of Egegik including all roads and trails over which the City exercises control, whether within or outside of the city limits of Egegik.

Section 3. Excessive Speed.

The speed limit within the residential area of the City of Egegik shall be 20 (twenty) MPH. It shall be unlawful for any motor vehicle, including motor scooters, motorcycles, motor driven bicycles, snowmobiles, three wheelers, other all terrain vehicles, snowplanes, wheel and tracked vehicles, and including boats and other water based craft, to exceed the posted speed limit, A snowmachine (sno-go, etc.) is considered a motor vehicle. Regardless of any posted limit, it is also unlawful to drive a land based vehicle at a speed greater than is reasonable under the existing road or weather conditions.

Section 4. Unsafe operation.

No person shall drive, operate, stop or move any vehicle, be it water or land based, in a careless, reckless, or negligent manner so as to endanger, or be likely to endanger, the safety of any person or the property of any person.

Section 5. Influence of intoxicating liquor or beverage.

No driver of any vehicle be it water or land-based, shall be under the influence of intoxicating liquor or beverage, other drugs or narcotics, including prescription or non-prescription drugs that may impair their ability to drive.

Section 6. Required equipment; snowmachines.

No person shall drive or operate a snowmachine unless the snowmachine is equipped with the following:

- A. at least one headlamp, with or without non-multiple beam, so aimed and of sufficient intensity to reveal persons and vehicles at a distance of at least 100 feet ahead during hours of darkness under normal atmospheric conditions, and where such headlamps shall be so aimed that glaring rays are not projected into the eyes of an oncoming driver;

- B. a throttle in operating condition which, when released by hand, will return the engine speed to idle;
- C. standard mufflers for production models in operating condition which are properly attached and which reduce the noise of operation of the vehicle to the minimum noise necessary for the operating of the vehicle, and no person shall use a muffler cut-out, by-pass, or similar device on said vehicles;
- D. brakes adequate to control the movement of and to stop and to hold the vehicle under normal conditions of operation.

Section 7. Required equipment; all land based vehicles.

- A. It shall be unlawful to operate any vehicle without required operating lights.
- B. Vehicles must be muffled. It is unlawful to operate any vehicle without a muffler.
- C. It shall be unlawful to operate any vehicle without a throttle in operating condition which when released by hand or foot will return the engine speed to idle.
- D. It shall be unlawful to operate any vehicle without brakes adequate to control the movement of and to stop and hold the vehicle under normal conditions of operations.
- E. It shall be unlawful for any person under the age of eighteen (18) to operate or be a passenger on: motorcycles; snowmachines; ATV; and three wheelers if not wearing a properly fitted helmet.

Section 8. Reporting of accidents.

The operator of a vehicle involved in an accident resulting in injury to or death of a person, or property damage other than to his or her own vehicle the estimated amount of which is \$100 or more, shall immediately, by the quickest means of communication, give notice of the accident to the nearest State Trooper or the Village Public Safety Officer.

Section 9. Penalties.

Failure to comply with a provision of this Chapter is a violation as defined in Chapter 1, Section 6 of this Code. Person, Persons, companies, firms, corporations or other entity(ies) upon conviction of a violation of the provisions of this Chapter shall be fined not to exceed the sum of three hundred dollars (\$300.00). Such fine shall be set at the discretion of the fining authority.

CHAPTER 62

CONTROL OF FIREARMS, DEADLY WEAPONS, EXPLOSIVES, FIREWORKS

Sections:

1. Definitions.
2. Area of enforcement within the City.
3. Carrying concealed weapons.
4. Carrying loaded firearms.
5. Discharging firearms.
6. Explosives.
7. Exclusives.
8. Penalty.

Section 1. Definitions.

“Dangerous weapon” means any firearm, air gun, pellet gun, or anything designed for and capable of causing death or serious physical injury, including but not restricted to a knife, an ax, a club, metal knuckles, or an explosive.

Section 2. Area of enforcement within the City.

This chapter shall be enforced within all populated areas, on all City roads, within the Port of Egegik and any other place used to provide City, State, Federal or privately delivered services particular the Egegik Airfield and the Egegik Public Dock.

Section 3. Carrying concealed weapons.

It is unlawful, except where a permit has been approved, for any person to carry any firearm or any dangerous weapon of any kind in a concealed manner within the area of enforcement. This provision does not apply to weapons that are covered for protection during transport to or from hunting, subsistence or other food gathering activity.

Section 4. Carrying loaded firearms.

It is unlawful, except in emergency situations, for any person to any firearms have in his or her possession or control when in Community School Buildings, the Community Hall or Fire hall.

Section 5. Discharging firearms.

It is unlawful, except in life threatening or other emergency situations, for any person to fire or discharge any pistol, gun, rifle, air rifle, pellet gun, BB gun or any other firearm within the area of enforcement except for shotguns used for subsistence purposes.

Section 6. Explosives.

It is unlawful for any person to detonate an explosive device within the area of enforcement without first obtaining the permission of the Council and posting a bond in such amounts as the Council may determine appropriate to compensate for potential damage from the use of the explosives. Approval for the igniting of Fireworks shall be granted by the Mayor or the City Administrator at times and places where it is judged that such usage will not be a public nuisance.

Section 7. Exclusives.

A. Sections 3 and 4 of this ordinance do not apply to any duly authorized City, State, or Federal law enforcement officer in the performance of official duties.

- B. Section 5 of this ordinance does not apply to duly authorized city, State, or Federal law enforcement officers under the following circumstances:
 - 1. When the use of the firearm is necessary to protect himself, a prisoner, another officer or a citizen from a dangerous and felonious assault;
 - 2. When the use of a firearm is necessary to prevent a person who has committed a felony from escaping;
 - 3. When the use of the firearm is necessary to dispose of loose dogs as otherwise defined in this Code.

- C. Under no circumstances shall an officer fire upon any person who is attempting to escape arrest on a misdemeanor or lesser charge.

- D. Section 5 of this ordinance does not apply to a person who is:
 - 1. firing a firearm in justifiable defense of himself or other or of property or otherwise in accordance with law;
 - 2. sighting in firearms at a time and location approved by the Council;
 - 3. at such times as designated by the Council such as New Year's Eve.

Section 8. Penalty.

Failure to comply with a provision of this Chapter is a violation as defined in Chapter 1, Section 6 of this Code. Person, Persons, companies, firms, corporations or other entity(ies) upon conviction of a violation of the provisions of this Chapter shall be fined not to exceed the sum of three hundred dollars (\$300.00). Such fine shall be set at the discretion of the fining authority.

CHAPTER 63
(Reserved)

CHAPTER 64
(Reserved)

CHAPTER 65
(Reserved)

CITY OF EGEKIK CODE OF ORDINANCES

TITLE VIII. ELECTIONS

- | | | |
|----------------|------------|---|
| Chapter | 66. | Election |
| | 67. | Election Equipment and Materials |
| | 68. | Election Procedures |
| | 69. | Absentee Voting |
| | 70. | Review of Election Returns |
| | 71. | Contest of Election |
| | 72. | (Reserved) |
| | 73. | (Reserved) |

CHAPTER 66
CITY ELECTIONS

Sections:

1. **Definitions.**
2. **Administration.**
3. **Voter qualifications.**
4. **Residence criteria.**
5. **General elections.**
6. **Special elections.**
7. **Initiatives, referendums, recall, and ballot propositions.**
8. **Election notices.**
9. **Simple majority of votes cast required.**
10. **Tie votes.**
11. **Qualifications for Council.**
12. **Filing for office.**
13. **Write-in candidates.**
14. **Withdrawal; written notice.**
15. **Publishing names.**
16. **Election judges.**

Section 1. Definitions.

A. In this title, unless the context otherwise requires:

1. "Business hours" means the hours the Clerk's office is open to provide general services to the public.
2. "City" means the City of Egegik.
3. "Clerk" or "city clerk" means the city clerk or any properly authorized assistant to the city clerk.
4. "Code" means the City of Egegik Code of Ordinances.
5. "Council" or "city council" means the City Council of the City of Egegik.
6. "Calendar days" means consecutive days succeeding one another in regular order.
7. "Elections" includes any regular or special election.
8. "Election official" includes election officials at the polls, election judges, assistants to election judges, the Clerk, and the clerk's staff.

9. "Election supervisor" means the Clerk.
10. "Immediate family" means a candidate's grandparents, parents, children, grandchildren, siblings, spouse's children, spouses of children, or a regular member of the candidate's household.
11. "Oath" means any form of attestation by which a person signifies the person is bound in conscience to perform and act faithfully and truthfully Oath includes affirmation.
12. "Precinct" means the territory within which resident voters may cast vote at one polling place.
13. "Proposition" means an initiative, referendum, recall, or other issue submitted to the public at an election.
14. "Qualified voter" means any voter who has the qualifications required by this chapter and is not disqualified under Article V of the Alaska State Constitution.
15. "Question voter" means a voter:
 - a. Whose name does not appear on the register in the precinct where the voter attempts to vote;
 - b. Who has received an absentee ballot and does not turn it in when voting at the voter's precinct on election day;
 - c. Who does not bear identification or is not personally known to an election official though the voter's appears on the precinct register; or
 - d. Who is questioned for good cause at the polls in writing pursuant to this chapter.
16. "Registration" or "registered" refers to the form of registration required for city elections by this chapter.
17. "Regular ballot" means a ballot voted at the polls which is not a questioned or an absentee ballot.
18. "Regular election" means the city election held on the first Tuesday of October annually, unless a different date or interval of years is provided by ordinance.
19. "Signature" or "subscription" includes a mark intended as a signature or subscription.
20. "Special election" means any election held at a time other than when a regular election is held.
21. "Swear" includes "affirm"

22. “Voter” means a person who is qualified to vote under Chapter 66, Section 3.

Section 2. Administration.

The City Clerk is the supervisor of elections and shall prepare and maintain election materials and records. The Clerk shall begin preparations for a regular election at least forty-five (45) calendar days before the date of the regular election, and for a special election, as expeditiously as possible. The Clerk is responsible for contacting the State of Alaska, Division of Elections and making certain the City has on hand, before any Election, the most current voter registration list. The City Clerk shall act as Clerk to the election board.

Section 3. Voter qualifications.

A person shall be qualified to vote in city elections who:

- A. Is a United States citizen who is qualified to Vote in State elections;
- B. Has been a resident of the City for the 30 calendar days immediately preceding the election;
- C. Is registered to vote in state elections; and
- D. Is not disqualified under Article V, Section 2 of the Constitution of the State of Alaska which provides that:

“No person may vote who has been convicted of a felony involving moral turpitude unless his civil rights have been restored. No person may vote who has been judicially determined to be of unsound mind unless the disability has been removed.”

Section 4. Residence criteria.

When determining residence for the purpose of qualifying voters the following criteria will apply:

- A. No person may be considered to have gained a residence solely by reason of his presence nor may he lose it solely by reason of his absence while in the civil or military service of the state or of the United States, or of his absence because of marriage to a person engaged in the civil or military service of the state or the United States, while a student as an institution of learning, while in an institution or asylum at public expense, while confined in public prison, while engaged in the navigation of waters of the state, of the United States or of the high seas, while residing upon an Indian, Native Alaskan, or military reservation, or while residing in the Alaska Pioneers’ Home.
- B. The residence of a person is that place in which his habitation is fixed, and to which, whenever he is absent, he has the intention to return. If a person resides in one place,

but does business in another, the former is his place of residence. Temporary construction camps do not constitute a dwelling place.

- C. A change of residence is made only by the act of moving joined with the intent to remain in another place. There can only be one residence.
- D. A person does not lose his or her residence if he or she leaves his home and goes to another country, state or place in Alaska for temporary purposes only and with the intent of returning.
- E. A person does not gain residency by coming to the City without the present intention to establish his permanent dwelling in the City.
- F. A person loses his residence in the City if he votes in an election of another city or state, either in person or by absentee, ballot, and will not be eligible to vote in this City's municipal elections until he again qualifies by this Chapter.
- G. The term of residence is computed by including the day on which the person's residence begins and excluding the day of election.
- H. The address of a voter as it appears on his or her official state voter registration card is presumptive evidence of the person's voting residence. If the person has changed his or her voting residence, this presumption is negated only by the voter executing an affidavit on a form prepared by the State Division of Elections setting out his or her new voting residence.

Section 5. Regular elections.

All regular elections for City Council members shall be held each year on the first Tuesday in October. Questions or propositions may be placed on the ballot at this time.

Section 6. Special elections.

A Special election is an election that is held before the next regular election, to decide any question that must by law be decided by the voters, including but not limited to questions involving initiatives, referendums, recall or local option under Alaska Statutes, Title 4, or to elect City Council members if required by law because of a vacancy on the Council, or other special circumstance.

Section 7. Initiatives, referendums, recall and ballot propositions.

- A. The powers of initiative and referendum are governed by AS 29.26.100 through AS 29.26.190. The provisions of this chapter shall govern elections as to which initiated and referred proposals are submitted to the voters.

- B. Procedure and grounds for recall of an official who is elected or appointed to a city office is governed by AS 29.26.240 through AS 29.26.360. The provisions of this chapter shall govern recall elections.
- C. The Council may also propose a ballot proposition to submit to the voters.
- D. If a petition submitted by voters for an initiative, referendum or recall is certified by the Clerk as sufficient, an election shall be held on the question no less than 45 calendar days nor more than 75 calendar days following certification of the petition as sufficient. If the annual general election occurs before 45 calendar days or after the 75 calendar days of the certification, then a special election shall be scheduled and the question or proposition shall be placed on the regular election ballot.
- E. If a ballot proposition is proposed by the Council, an election on the question may occur at the general election, or earlier at a special election, as determined by the Council.
- F. If the Council adopts substantially the same measure as the petition that has been certified by the Clerk as sufficient before the election, the petition is void and the question shall not be placed before the voters.

Section 8. Election notices.

- A. Election notices shall be prepared and posted in three public places by the City Clerk for at least 20 calendar days preceding the date of the general or special election, and shall contain the following, as is appropriate:
 - 1. Whether the election is a general or special election;
 - 2. date of the election;
 - 3. location of the City polling places(s);
 - 4. time the polling place(s) will open and close;
 - 5. offices to be filled;
 - 6. a statement describing voter qualifications;
 - 7. time for filing declaration of candidacy and nominating petitions;
 - 8. a statement of any question or propositions to be placed on the ballot.
- B. A sample election notice that may be used is shown at the end of this chapter.

Section 9. A simple majority of votes cast required.

The candidate receiving the greatest number of the votes cast for his or her respective City Council seat shall be the winner. No runoff election shall be held. Passage of a proposition requires a majority of the votes cast.

Section 10. Tie votes.

In the event of a tie vote, and after a recount of ballots that confirms the tie vote, the Council shall at its first meeting after the election call in the candidates receiving the tie votes and have the candidates draw straws or flip a coin to determine the winner. Those candidates wishing to withdraw may do so by submitting in writing a declination of candidacy to the Council at this meeting.

Section 11. Qualifications for City Council.

A person filing for election to a City Council seat or in order to qualify as a write-in candidate for a City Council seat must be:

- A. A United States citizen who is qualified to vote in state elections;
- B. A resident of the City for three years immediately preceding the election for which declaring candidacy;
- C. Registered to vote in state elections;
- D. Not disqualified under Article V, Section 2 of the Constitution of the State of Alaska which provides that:

“No person may vote who has been convicted of a felony involving moral turpitude unless his civil rights have been restored. No person may vote who has been judicially determined to be of unsound mind unless the disability has been removed”

Section 12. Filing for office.

- A. A person who wishes to become a candidate for an elective office shall complete and file a signed declaration of candidacy or submit a nominating petition with the City Clerk. This shall be filed no later than 10 working days before the election. A nominating petition must carry the signatures of at least 10 registered voters.
- B. A person filing for a Council seat must meet the qualifications of Section 11 of this Chapter.
- C. The Forms appearing at the end of this chapter illustrates the forms to be used for the declaration of candidacy and nominating petition.

Section 13. Write-in candidates.

- A. A person who wishes to become a write-in candidate for an elective office shall complete and file with the Clerk a signed letter of intent. The letter of intent shall be filed no later than 5:00 p.m. of the 7th calendar day before the election stating:
1. The full name of the candidate;
 2. Full residence address of the candidate;
 3. The full mailing address of the candidate;
 4. The office that the candidate seeks;
 5. The date the election which the candidate seeks election;
 6. The length of residency in the City;
 7. The name of the candidate as the candidate wishes it to be written on the ballot by the voter;
 8. That the candidate is a qualified voter as required by law; and
 9. That the candidate is not a candidate for any other office to be voted on at the election and that the candidate is not a candidate for this office under any other nominating petition or declaration.
- B. A write-in candidate for a Council seat must meet the qualifications of Section 11 of this Chapter.
- C. A sample letter of intent form appears at the end of this chapter and illustrates the form to be used by the write-in candidate.
- D. Failure to complete the letter of intent in conformance with this Section 13, or failure to otherwise comply with his Section 13, shall disqualify the write-in candidate from having his or her name appear on the ballot.

Section 14. Withdrawal; written notice.

Any candidate who has complied with the provisions of this Chapter may withdraw his or her candidacy no later than the last day for filing for office or filing for as a write-in candidate by filing a written notice of withdrawal with the City Clerk.

Section 15. Publishing names.

The City Clerk shall cause to be posted in three (3) public places for five (5) calendar days preceding the day of election, the names of all candidates and designating the office for which such persons are candidates.

Section 16. Election judges.

- A. The Council shall each year choose three City voters as judges to be the election board at each polling place and select one of the judges to chair the board. The judges shall not be Council members or candidates for office. If an appointed judge fails to appear and subscribe to the oath on election day or becomes incapacitated during the time of the election or the counting of the ballots, the remaining judges shall appoint a qualified voter to fill the vacancy.
- B. The Clerk shall give the following written oath to all elections judges on or before election day:

I, _____, do solemnly swear that I will honestly, faithfully and promptly perform the duties of election judge to the best of my ability and that I am familiar with the City's election ordinances.

SIGNED _____

ATTEST _____
CITY CLERK

- C. Pay of election judges shall be determined by the Council.
- D. If a voter fluent in an Alaska Native language requires assistance to vote, an election official will arrange for such assistance.
- E. The Clerk may, at the request of the judges and if necessary to conduct an orderly election or to relieve the judges of undue hardship, appoint up to three election clerks to assist the judges. Persons appointed as election clerks must be qualified to serve as judges.

I, _____, declare that I am a United States citizen qualified to vote in State of Alaska elections and registered to vote therein and I have been or will have been by the date of the election for which I am filing this declaration a resident of the City of Egegik for at least three years. I am not disqualified as a voter under Article V of the Alaska Constitution, which provides in Section 2 that:

No person may vote who has been convicted of a felony involving moral turpitude unless his civil rights have been restored. No person may vote who has been judicially determined to be of unsound mind unless the disability has been removed.

I declare myself a candidate of the office of Council Member for Seat _____ for a term of _____ years commencing _____ and ending _____, and request that my name be printed upon _____ on the official ballot for the municipal election to be held in the City of Egegik, Alaska on the day of _____, 20_____.

Signature: _____

Date: _____

NOMINATING PETITION

THE UNDERSIGNED, AS QUALIFIED VOTERS IN THE CITY OF EGEGIK, ALASKA, DO HEREBY PETITION THE SUPERVISOR OF ELECTIONS TO PLACE THE NAME OF ON THE BALLOT FOR _____ ELECTION FOR THE OFFICE OF _____ FOR A TERM OF _____ YEARS.

WE UNDERSTAND THAT THE CANDIDATE, WHOSE ADDRESS IS ALASKA, IS A QUALIFIED VOTER RESIDENT OF EGEGIK FOR THREE YEARS PRECEDING THE DATE OF ELECTION AND HAS AGREED TO SERVE IF ELECTED.

NAME	ADDRESS
------	---------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Received: _____ (date)

ATTEST: _____
City Clerk

LETTER OF INTENT

I, _____ (full name), declare that I am a United States citizen, qualified

to vote in State of Alaska elections, and a registered voter of Alaska. I have been or will have been by the date of the election for which I am filing this letter of intent, a resident of the City of Egegik for at least three years, beginning _____, My resident address is _____, Egegik, Alaska, and my mailing address is _____, I am not disqualified as a voter under Article V of the Alaska Constitution, which provides in Section 2 that:

No person may vote who has been convicted of a felony involving moral turpitude unless his civil rights have been restored. No person may vote who has been judicially determined to be of unsound mind unless the disability has been removed.

I declare myself a write-in candidate for the office of _____ for Seat ____ for a term of years commencing _____ and ending _____, and request that my name be printed as _____ on the official ballot for the municipal election to be held in the City of Egegik, Alaska on the _____ day of _____, 20____. I further declare that I am not a candidate for any other office to be voted on at the election, and that I am not a candidate for this office under any other nominating petition or declaration.

Signature: _____

Date: _____

CHAPTER 67

ELECTION EQUIPMENT AND MATERIALS

Sections:

1. **Election booths.**
2. **Furnishing instruction cards.**
3. **Ballots; printing; sample ballots.**
4. **Ballots; form.**
5. **Other materials.**

Section 1. Election booths.

The Clerk shall provide booths at each polling place, with enough supplies and materials to enable each voter to mark his or her ballot hidden from observation. At least three sides of each booth shall be placed within plain view of the election judges and election clerks, voters, and other persons at the polling places.

Section 2. Furnishing instruction cards.

The Clerk shall prepare for each polling place instructions for the guidance of voters covering the following:

- A. How to obtain a ballot;
- B. How to mark a ballot;
- C. How to obtain additional information; and
- D. How to obtain a new ballot to replace any ballot destroyed or spoiled.

The Clerk shall furnish a necessary number of these instruction sheets to the election judges in the voting place.

Section 3. Ballots; printing; sample ballots.

In all City elections, the Clerk as election supervisor will be responsible for the printing of ballots. The ballots will be printed and in the possession of the City Clerk, at least five calendar days before the date set for a general or special election. There shall be at least three ballots printed on colored paper, with the words "SAMPLE BALLOT" printed on them, to be posted in the Clerk's office until election day and then given to the judges of each polling place.

Section 4. Ballots; form.

- A. The ballots shall state at the top whether the election is a regular or special election.

- B. The ballots shall include instructions on how to mark the ballots.
- C. The ballots will be printed on plain white paper and numbered in consecutive order to assure simplicity and secrecy and to prevent fraud. The Clerk shall assure that there are one-third more ballots printed and numbered than there are registered voters in Egegik, in order to provide replacement ballots for ballots that may be spoiled by voters and for those persons who cast questioned ballots because their names do not appear on the Master Voter Registration List.
- D. A ballot shall show the list of candidates and all propositions and questions to be decided at the election.
- E. Before the list of candidates there shall be placed the words “vote for not more than three,” or “vote for not more than one”, or such other number as are to be elected.
- F. Under the title of each office and before the printed names of the candidates, there shall be printed “Vote for one” or such other number as are to be elected to that office. The ballots shall list the office for which votes may be cast. The name of each office shall be followed by the names of all candidates for that office listed in a random order, and by a blank line or lines for write-in candidates. In regular and special elections the number of blank lines provided for each office shall be equal to the number of persons who are to be elected to the office.
- G. The names of the candidates will be printed in capital letters the same size. On each line on which the names of a candidate is printed and on the line of each blank provided for write-in candidates, a square not less than one-quarter of an inch on each side will be printed. Instructions on the ballot shall state that the voter must mark the box next to “Yes” or “No” for each candidate selected or the vote shall not be counted.
- H. The names of the candidates shall be printed as they appear upon the declaration of candidacy, nominating petitions, or write-in candidate letter of intent filed with the City Clerk, except that any honorary or assumed title or prefix shall be omitted.
- I. Following the names of the offices and candidates, there shall be placed on the ballot in the form prescribed by law all propositions and questions to be voted upon if any, Instructions on the ballot shall state that the voter must mark the box next to “Yes” or “No” for each proposition or question, or the vote shall not be counted.
- J. Somewhere on the ballots, so as to be clearly visible, will be printed the words:
 - 1. “OFFICIAL BALLOT”;
 - 2. The date of the election; and
 - 3. An example of the signature of the Clerk who had the ballots printed.
- K. The sample ballot appearing at the end of this chapter illustrates the ballot format.

Section 5. Other materials.

At least 10 working days prior to the day of the election, the clerk shall prepare the following material:

- A. An updated Master Voter Registration List, based on the official voters registration list from the Division of Elections, containing the names, in alphabetical order, of all registered voters eligible to vote in the election;
- B. A Blank Register in which the voters may print and sign their names and print their residence addresses, and which the election official may note the number of the ballot issued to the voter;
- C. Tally sheets;
- D. A form for the Report of Preliminary Election Results;
- E. Envelopes bearing the Oath and Affidavit of Eligibility for question ballots;
- F. Two large envelopes for each polling place, one marked "Spoiled Ballots" and the other marked "Question Ballots"; and
- G. Copies of the Notice of Election and the City's election code.

AFTER MARKING BALLOT, FOLD BALLOT TO THIS LINE

CITY OF EGEGIK, ALASKA
REGULAR/SPECIAL ELECTION OF _____

Mark your votes by placing an "X" or other mark in the box next to each candidate's name (write-in or listed candidate), question, or proposition you wish to vote for. **If you do not mark the box next to the candidate's name that is listed or whose name is written-in, or for the question or proposition you wish to vote for, your vote will not be counted.**

If you make a mistake or change your mind, DO NOT erase or cross out any mark you have made. Your vote cannot be counted if there is any erasure or correction. Instead, fold this ballot and give it back to the election judge or election clerk. You will be given another ballot. DO NOT mark a box for more than one person for each office or mark more than one box for each proposition. If you do so, none of your votes for that office or proposition can be counted. To vote for a person whose name is not printed on the ballot, write his or her name in the blank space below the list of candidates, and then mark the box next to the write-in candidate's name. If you have any questions about how a ballot must be marked, ask the election judge from whom you got this ballot.

VOTE FOR NOT MORE THAN THREE

CITY Council member SEAT _____ (VOTE FOR ONE ONLY)

CITY Council member SEAT _____ (VOTE FOR ONE ONLY)

CITY Council member SEAT _____ (VOTE FOR ONE ONLY)

WRITE-IN

1. _____

2. _____

PROPOSITIONS:

YES

NO

OFFICIAL BALLOT

Prepared by: _____

City Clerk

CHAPTER 68

ELECTION PROCEDURES

Sections:

1. **Time for opening and closing polls and location.**
2. **Distribution of ballots.**
3. **Distribution of other election materials.**
4. **Preparation of ballot box.**
5. **Voting; general procedure.**
6. **Voting; spoiled ballots.**
7. **Voting; questioned ballots.**
8. **Assisting voters.**
9. **Prohibitions.**
10. **Administration of oaths.**
11. **Majority decision of election board.**
12. **Ballots; counting and tallying**
13. **Rules for counting ballots.**
14. **Report of election results.**
15. **Posting certificate of preliminary election results.**

Section 1. Time for opening and closing polls and location.

- A. On the day of any election, the election board shall open the polls for voting at eight in the morning, shall close the polls for voting at eight o'clock in the evening, and shall keep the polls open during the time between these hours. The election board members shall report to the polling place at 7:30 in the morning on an election day.
- B. Fifteen minutes before the closing of the polls, an election judge shall announce to all persons present the time remaining before the polls close. An election judge shall announce the time when the polls close. When the polls are closed, no ballots will be given out except to qualified voters present at the polls and waiting to vote when the polls are announced closed.
- C. The normal voting place shall be the City offices. If for some reason beyond the control of the Council this location is unusable, the Council may by resolution designate a different location. Such location shall be included in all notices of election.
- D. Election precincts for City elections shall be the same as those established for state elections, except that all areas of state election precincts outside the City limits are excluded. Currently the City of Egegik is entirely within the Egegik election precinct.

Section 2. Distribution of ballots.

- A. Before the polls open on election day, the Clerk shall deliver the ballots and sample ballots prepared pursuant to Chapter 67 to an election board member at each polling place. The ballots shall be delivered in separate sealed packages, with the number of ballots enclosed in each package clearly marked on the outside of the package. A receipt for each package shall be signed by the election board member to whom the package is delivered and given to the Clerk. No ballots shall be taken from the polling place before the closing of the polls.
- B. The Clerk shall keep the following records:

1. The number of ballots delivered to the polling place;
 2. The time the ballots are delivered; and
 3. The name of the person to whom the ballots are delivered;
 4. The receipt given for the ballots by the election board.
- C. When the ballots are returned, the Clerk shall record the following:
1. The number of ballots returned;
 2. The time the ballots are returned;
 3. The name of the person returning the ballots; and
 4. The condition of the ballots.

Section 3. Distribution of other election materials.

On election day, the clerk shall also furnish the election board judges at each polling place with voting booths, ballot boxes (with lock or sealing materials), and the following materials: the updated Master Voter Registration List; a Blank Register; envelopes bearing the Oath and Affidavit of Eligibility for questioned ballots; an envelope for the collection of spoiled ballots and an envelope for the collection of questioned ballots; copies of the Notice of Election; the City's election ordinance; a sufficient number of Instruction Sheets; and a sufficient supply of pens, pencils, and envelopes. The election supervisor shall supply the election board chairperson with tally sheets and forms for the Report of Preliminary Election Results.

Section 4. Preparation of ballot box.

Before receiving any ballots the election board must, in the presence of all persons present at the polling place, open and exhibit the ballot box to be used at the polling place. After showing the box, the box will be sealed and not opened again until the polls are finally closed. At the close of the polls and after deposit into the ballot box of all ballots properly voted upon, the ballot box will be personally opened by the election judges.

Section 5. Voting; general procedure.

- A. A voter shall give the election judges or election clerks his or her name, and print and sign his or her name, and write his or her residence address on the first available line of the blank register. The signing of the register is a declaration by the voter that he or she is qualified to vote. If the

voter is not known to any election judge or election clerk present, the voter shall be required to produce a state voter registration card or other identification. If, in the opinion of the election judge or election clerk, there is doubt as to whether the person is registered to vote, the voter shall immediately be questioned.

- B. If the voter is determined to be qualified to vote, the election judge or election clerk shall give the voter a single ballot and note its number in the register next to the voter's name. The voter shall then retire alone to a voting booth. There the voter without delay shall mark the boxes opposite the names of the chosen candidate(s), whether printed on the ballot or written in by the voter on the blank lines provided for that purpose. The voter also shall mark the boxes to indicate the voter's choice for or against questions and propositions. Before leaving the voting booth, the voter shall fold the ballot in a manner displaying the number on the ballot and deliver it to one of the election judges or election clerks, who shall, remove the number stub and return the ballot to the voter if the ballot bears the same number as the ballot given to the voter by the election judges or election clerks. The voter shall then in presence of the election judge deposit the ballot in the ballot box unless the voter requests the election judge to deposit the ballot on the voter's behalf. Separate ballot boxes may be used for separate ballots.
- C. If a voter is questioned, the voter may cast a questioned ballot pursuant to Section 7 of this Chapter.

Section 6. Voting; spoiled ballots.

If a voter improperly marks or otherwise damages a ballot and discovers the mistake before the ballot is placed into the ballot box, the voter shall return it to an election official, concealing from view the manner in which it is marked, and request a new ballot. The election official shall write the words "Spoiled Ballot" on the outside of the folded ballot, record its number, and place it in an envelope with other spoiled ballots for return to the Clerk. The election official shall he issue a new ballot to the voter. A voter may request replacement of a spoiled ballot no more than three (3) times.

Section 7. Voting; questioned ballots.

- A. Every election judge and election clerk shall question, and any other person qualified to vote in the City may question, a person attempting to vote if the questioner has good reason to suspect that the questioned person is not qualified to vote. All questions regarding a person's qualifications to vote shall be made in writing setting out the reason the person has been questioned.
- B. If a voter's name is not on the Master Voter Registration List or a voter's eligibility to vote is questioned, and the voter believes that he or she is registered and eligible to vote, then the voter shall sign an envelope bearing the Oath and Affidavit of Eligibility attesting to the fact that the person meets all the qualifications of a voter, is not disqualified, and has not voted in the same election. After the questioned person has executed the Oath and Affidavit of Eligibility, the person may cast a question ballot. If the questioned person refuses to execute the Oath and Affidavit of Eligibility, the parson may not vote.

- C. A voter who casts a questioned ballot shall vote the ballot in the same manner as prescribed for other voters. After the election judge removes the numbered stub from the ballot, the voter shall insert the ballot into a small envelope and put the small envelope into a larger envelope on which the statement the voter previously signed is located. These larger envelopes shall be sealed and deposited in the ballot box. When the ballot box is opened, these envelopes shall be segregated, counted, compared to the voting list, sealed in the questioned ballots envelope and delivered to the Clerk along with other election materials and ballot statement when the election board completes the tally and account of ballots. The merits of the question shall be determined by the Council, meeting as the election review committee on the first Friday following the election.
- D. A sample Oath and Affidavit of Eligibility form is included at the end of this Chapter.

Section 8. Assisting voters.

A qualified voter who cannot read, mark the ballot, or sign his or her name or who because of blindness or other physical disability, or who because of unfamiliarity with the system of voting needs assistance, may request assistance by an election judge or not more than two people of his choice. If the election judge is requested, he or she shall assist the voter. If any other person is requested, the person shall state upon oath before the election judge that he or she will not divulge the vote cast by or change the voting wishes of the person being assisted.

Section 9. Prohibitions.

- A. Prohibiting the leaving of the polling place with ballot. No voter may leave the polling place with the official ballot the voter received to mark.
- B. Prohibiting the exhibition of marked ballots. No voter may exhibit his or her ballot to an election official or any other person so as to enable any person to ascertain how the voter marked the ballot.
- C. Prohibiting the identification of ballots. No election official may, while the polls are open, open any ballot received from a voter, or mark a ballot by folding or otherwise so as to be able to recognize it, or otherwise attempt to learn how a voter marked his ballot, or allow the same to be done by another person.
- D. Prohibiting the count of exhibited ballots. No election official may allow a ballot which the election official knows to have been unlawfully exhibited by the voter to be placed in the ballot box. A ballot unlawfully exhibited shall be recorded as a spoiled ballot and destroyed.
- E. Prohibition of political discussion by election board. During the hours that the polls are open, no election official may discuss any political party, candidate, proposition or question that is on the ballot while on duty.
- F. Prohibition of political persuasion near election polls. During the hours that polls are open, no person who is in the polling place or within 200 feet of any entrance to the polling place may

attempt to persuade a person to vote for or against a candidate, proposition or question. An election official at each polling place shall post warning notices of the required distance in the form and manner prescribed by the Clerk. This section shall also apply to any place (including but not limited to the City offices) at which absentee voting is allowed, during the hours that absentee voting is permitted.

Section 10. Administration of oaths.

Any election judge may administer to a voter any oath that is necessary in the administration of the election.

Section 11. Majority decision of election board.

The decision of the majority of election judges determines the action that the election board shall take regarding any question which arises during the course of the election.

Section 12. Ballots; counting and tallying.

- A. Immediately after the polls close and the last vote has been cast the election judges will open the boxes containing the ballots and count the ballots. Ballots may not be counted before 8:00 P.M. on the day of the election. The counting of the ballots shall be public. The opening of the ballot box at the close of the polls shall be done in full view of any person present. The public may not be excluded from the area in which the ballots are counted. However, the chairperson of the election board shall not permit anyone present to interfere in any way or to distract the election officials from their duties, and no one other than election officials may handle the ballots. The election judges shall remove the ballots from the ballot box one by one, and tally the number of votes for each candidate and for or against each proposition or question. The ballots shall be inspected for disqualifying marks or defects. The election judges shall cause the vote tally to be continued without adjournment until the count is complete.
- B. The election board shall account for all ballots by completing a ballot statement containing (1) the number of ballots received; (2) the number of ballots voted; (3) the number of ballots spoiled; (4) the number of ballots unused. The election board shall count the number of questioned ballots and shall compare that number to the number of questioned voters in the register. If any discrepancies in number of ballots received and ballots accounted for are found, the ballots shall be recounted until the election board finds that the number of ballots accounted for are the same as the number received or that there is an unexplained error. If a discrepancy is determined to exist between the ballots received and those accounted for it shall be explained in detail on the ballot statement and the explanation signed by the election judges.
- C. The forms at the end of this chapter illustrate Tally Sheets and Ballot Statement forms that may be used.

Section 13. Rules for counting ballots.

- A. The election board shall count ballots according to the following rules.
1. A voter may mark his ballot only by the use of cross-marks, "X" marks, diagonal, horizontal or vertical marks, solid marks, stars circles, asterisks, checks, or plus signs that are clearly spaced in the square opposite the name of the candidate, proposition, or question the voter desires to designate.
 2. A failure to properly mark a ballot as to one or more candidate or propositions or questions does not itself invalidate the entire ballot.
 3. If a voter marks fewer names than there are persons to be elected to the office, a vote shall be counted for each candidate properly marked.
 4. If a voter marks more names than there are persons to be elected to the office, the votes for candidates for that office shall not be counted.
 5. The mark specified in subsection A of this section shall be counted only if it is mostly inside the square provided, or touching the square so as to indicate that the voter intended the particular square to be designated.
 6. Improper marks on the ballot shall not be counted and shall not invalidate marks for candidates properly made.
 7. An erasure or correction invalidates only that section of the ballot in which it appears.
 8. Write-in votes are not invalidated by writing in the name of the candidate whose name is printed on the ballot.
 9. Write-in votes are valid only if marks the square provided next to the name of the person whose name was written-in as a write-in vote.
 10. No ballot shall be rejected if the election board can determine the person for whom the voter intended to vote and the office intended to be chosen by the voter.
- B. The rules set out in this section are mandatory and there shall be no exceptions to them. A ballot may not be counted unless marked in compliance with these rules.
- C. The Chairperson of the election board shall write the word "Defective" on the back of each ballot which the election board determines should not be counted, in whole or in part, for any of the reasons (other than failure of the voter to mark any choice with respect to a particular office or proposition) stated in subsection (A) of this section. If only a portion of the ballot is invalid, the valid votes shall be counted and the Chairperson shall specify on the back of the ballot exactly which portion or portions have not been counted.
- D. If a particular objection is made to the counting of all or any part of a ballot, but the election board determines that the votes shown should be counted, the Chairperson of the election

board shall write the words "Objected to" on the back of the ballot specify the portion or portions of the ballot to which the objection applies.

- F. All defective ballots and all ballots objected to shall be sealed in a single envelope marked " Defective Ballots, " which shall be delivered to the Clerk.

Section 14. Report of election results.

- A. When the count of ballots is completed, the election board shall make a certificate in duplicate of the results using the Report of Preliminary Election Results form. The report shall include the number of votes cast for each candidate, for and against each proposition, yes or no on each question and any additional information the election board deems relevant or prescribed by the Clerk. All members of the election board shall immediately upon completion of the report sign both copies of the report. The election board shall immediately upon completion of the certificate deliver to the Clerk one of the two original certificates and Master Voter Registration List, register of voters, tallies, oaths of judges, Oath and Affidavits of Eligibility, questioned ballots, defective ballots, spoiled ballots and other election documents in one sealed package, and in a separate sealed package, all ballots properly cast. The Chairperson of the election board shall keep the duplicate of the report of election in a safe place and present it to the election review committee of the Friday following the election when the committee meets.
- B. The Clerk shall place all election materials received from the election board in the office safe until the canvass of election return on the Friday following the election. The election board shall immediately upon completion of the certificate deliver to the Clerk one of the two original certificates.

Section 15. Posting certificate of preliminary election results.

- A. The Clerk shall post copies of the Certificate of Preliminary Election Results in three public places the day after the preliminary election results are known. The notice shall include:
1. The time and place of the Council meeting to be convened to consider the election results;
 2. That the results do not reflect the votes of absentee and questioned ballots and are not final until the Council formally certifies the election; and
 3. That anyone has the opportunity to contest the election at the meeting.

CITY OF EGEGIK, ALASKA

OATH AND AFFIDAVIT OF ELIGIBILITY

I, _____ DO HEREBY DECLARE THAT I AM A RESIDENT OF THE CITY OF EGEGIK, ALASKA, AND MEET ALL OF THE MINIMUM REQUIREMENTS SET FORTH BY LOCAL ORDINANCES AND STATE LAW TO VOTE IN THIS ELECTION.

I AM NOT DISQUALIFIED, AND HAVE NOT VOTED IN THIS ELECTION.

SIGNED:

(NAME)

(ADDRESS)

WITNESSED: _____
Election Judge

DATE: _____

TALLY SHEET

CITY OF EGEGIK, ALASKA

_____ (DATE OF ELECTION)

_____ (DATE AND TIME OF VOTE COUNT)

Seat Seat Seat Seat Seat Seat Seat

Candidate

A B C D E F G

TOTAL

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

Write-In

- 1. _____
- 2. _____

Propositions

Yes

No

- 1. _____
- 2. _____
- 3. _____
- 4. _____

CITY OF EGEGIK, ALASKA
REPORT OF PRELIMINARY ELECTION RESULTS

The tally below is a true and accurate record of all regular votes cast in the election held in the City of Egegik, Alaska on _____, 20__ .

PART I: ELECTIVE OFFICES

OFFICE: CITY COUNCIL SEAT

CANDIDATE	VOTE	CANDIDATE	VOTE
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____
4. _____	_____	8. _____	_____

OFFICE: CITY COUNCIL SEAT

CANDIDATE	VOTE	CANDIDATE	VOTE
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____
4. _____	_____	8. _____	_____

OFFICE: CITY COUNCIL SEAT

CANDIDATE	VOTE	CANDIDATE	VOTE
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____
4. _____	_____	8. _____	_____

Report of Preliminary Election Results Page I of 2

PART II: BALLOT PROPOSITIONS AND QUESTIONS

PROPOSITION __:	FOR __	AGAINST _____
PROPOSITION __:	FOR __	AGAINST _____
PROPOSITION __:	FOR __	AGAINST _____
QUESTION __:	YES __	NO _____
QUESTION __:	YES __	NO _____
QUESTION __:	YES __	NO _____

PART III: ACCOUNTING OF BALLOTS

Total Ballots Received From Election Supervisor: _____
Total Regular Ballots Cast: _____
Total Questioned Ballots Cast: _____
Total Ballots Returned to Clerk: Defective _____
Spoiled _____
Unused: _____

This vote tally was completed between the hours of ____p.m. and ____p.m. on _____, 20__.

Respectfully submitted,
 , Election Board Chairperson
 , Election Judge
 , Election Judge

ATTEST:

City Clerk

[City Seal]

Report of Preliminary Election Results Page 2 of 2

CHAPTER 69

ABSENTEE VOTING

Sections:

1. Absentee/early voting.
2. Absentee/early voting; by mail or facsimile transmission.
3. Absentee/early voting; in-person voting.
4. Absentee voting; by personal representative

Section 1. Absentee/early voting.

- A. Any registered and qualified voter may vote an absentee ballot at any election for any reason in accordance with the provisions of this chapter. The right to vote absentee shall be liberally construed.
- B. Prior to the election, the Clerk shall give to the election board in each precinct a list of voters from the precinct who have been issued absentee ballots. If a voter who was issued an absentee ballot returns to the voter's precinct on election day, the voter may not vote a regular ballot at the polling place unless the voter first surrenders to the election board the absentee ballot issued to the voter. If the absentee voter does not have the absentee ballot to surrender, the absentee voter may vote a questioned ballot. Surrendered absentee ballots collected by the election board shall be returned to the Clerk.

Section 2. Absentee/early voting; by mail or facsimile transmission.

- A. A registered and qualified voter may apply to the Clerk for an absentee ballot to be voted by mail or facsimile transmission not earlier than thirty (30) days before an election is to be held, nor less than seven (7) calendar days before an election. The application to vote absentee ballot by mail or facsimile transmission may be made by facsimile transmission. A notation will be made on the absentee ballot application log of when the application is received by facsimile transmission.
- B. All applications to vote absentee by mail or facsimile transmission shall be in writing on a form provided by the Clerk containing at least the following information:
 - 1. The applicant's place of residence;
 - 2. Ballot mailing address or telephone number of the facsimile machine to which the ballot is to be sent.
 - 3. The applicant's signature; and
 - 4. A voter identifier such as voter number, a social security number, or date of birth. The voter is required to provide his or her social security number for identification purposes only, and provision of a social security number is not required. However, the voter must provide one of the other forms of voter identification if he or she choose not to provide his or her social security number.
- C. Upon timely receipt of an application to vote absentee by mail or facsimile transmission, the Clerk shall mail or fax an official ballot and other absentee voting material to the applicant, the mailing address or facsimile machine given on the application.
- D. If an absentee ballot is sent to a voter by facsimile transmission, the ballot will include:

1. A transmittal form;
 2. Instructions to the voter with procedures for returning the completed ballot by facsimile transmission or by mail, including a telephone number for a central facsimile machine in the Clerk's office to which all ballots returned by facsimile transmission are to be transmitted, and
 3. If the person is applying to vote via facsimile transmission, the instructions sent to the voter will include a description of the procedures that a voter returning the ballot must follow if the voter wishes to ensure that the voted ballot is not seen by the Clerk or an election official. The instructions will also inform the voter that if the voter does not follow these instructions, the ballot will be counted, unless it is sent in violation of subsection I or is otherwise ineligible.
- E. At any time on or before the day of the election, the voter may vote the absentee ballot. A ballot cast on election day must be cast before the polls close, and otherwise be cast in conformance with this Chapter.
1. If the ballot is to be returned by mail, the voted ballot shall then be placed in a return envelope and the voter shall sign the certification on the return envelope and have it witnessed in the presence of an authorized official such as:
 - a. A notary public; U. S. postmaster or authorized postal clerk; commissioned military officer; judge; justice; magistrate; clerk of the court; a duly appointed registrar, or election official; or
 - b. Two witnesses who are at least 18 years of age, if an authorized official is not reasonably accessible.
 2. If the ballot is to be returned by facsimile transmission, the voted ballot shall contain the following statement: "I understand that by using facsimile transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process by ballot," followed by the voter's signature and date of signature. Additionally, the voted ballot shall be accompanied by a statement executed under oath as to the voter's identity which is witnessed in the presence of an authorized official as:
 - a. A notary public; U. S. postmaster or authorized postal clerk; commissioned military officer; judge; justice; magistrate; clerk of the court; a duly appointed registrar, or election official; or
 - b. Two witnesses who are at least 18 years of age, if an authorized official is not reasonably accessible.

- F. After the absentee voter's signature is witnessed, the voter shall mail or fax the ballot to the Clerk. A ballot that is faxed to the Clerk must be received no later than the time at which the polls close on election day to be counted. All absentee ballots returned by fax will be hand counted. A ballot that is returned to the Clerk by mail must be postmarked on or before election day and received by the Clerk no later than the seconded (2nd) calendar day following the election.
- G. When a completed absentee ballot is received by facsimile transmission, the Clerk will note the date receipt on the absentee ballot application log and, if the ballot is received on election day, the time of receipt, The Clerk will then:
1. Remove the ballot portion of the transmission from the portion that identifies the voter;
 2. Place the ballot portion in a secrecy sleeve;
 3. Seal the secrecy sleeve in an outer envelope of the type used for absentee ballots returned by mail, and seal that envelope;
 4. Attach the voter identification portion to the outer envelope; and
 5. Forward the sealed outer envelopes to the elections board for counting in accordance with this chapter.
- H. When the Clerk receives in the mail a completed absentee ballot that was sent to a voter by facsimile transmission, the clerk will:
1. Remove the ballot portion of the transmission for the portion that identifies the voter;
 2. Place the ballot portion in a secrecy sleeve and seal the secrecy sleeve;
 3. Place the sealed secrecy sleeve in the envelope in which the ballot was returned, and reseal that envelope;
 4. Attach the voter identification portion to the outer envelope; and
 5. Forward the sealed outer envelopes to the elections board for counting in accordance with this chapter.
- I. An absentee ballot that was sent to a voter by facsimile transmission and was returned by mail will not be counted if the envelope in which the ballot is returned contains the ballot of more than one voter.

Section 3. Absentee/early voting; in-person voting.

- A. Absentee/early voting in-person at the Clerk's office shall not begin prior to fifteen (15) calendar days before an election. A registered and qualified voter may appear before the Clerk during the Clerk's business hours; provide his or her name, residence address and voter identifier such as a voter number, social security number, or date of birth; and cast the voter's ballot. The voter is requested to provide his or her social security number for identifications purposes only, and provision of social security number is not required. However, the voter must provide one of the other forms of voter identification if he or she chooses not to provide his or her social security number. The voter shall mark the ballot in secret and place the ballot in a ballot envelope. The voted ballot shall then be placed in a return envelope and the voter shall sign the certification on the return envelope and have it witnessed by the Clerk.
- B. The Clerk may personally deliver an absentee voting ballot to a registered and qualified voter who is unable to go to the polling place because of age, disability, or physical handicap. The procedures provided for in subsection A shall be followed for voting by such persons.

Section 4. Absentee voting; by personal representative.

- A. A vote may apply for an absentee ballot by personal representative, through any person other than: a candidate for office at that election; an immediate family member of the candidate for office in that election; the voter's employer; agent of the employer; or an officer or agent of the voter's union, to:
 - 1. The Clerk on or after the fifteenth (15th) calendar day before an election up to and including the day before the election; or
 - 2. An election board member on election day in the precinct in which the voter is entitled to vote.
- B. A request for an absentee ballot by personal representative may be made of a form or through a written statement from the applicant stating that the applicant is unable to go to the polling place because of age, illness disability, or physical handicap. Such an applicant shall include the following:
 - 1. The name and full residence address of the voter;
 - 2. A voter identifier such as a voter number, social security number, or date of birth;
 - 3. The full name of the personal representative; and
 - 4. The voter's signature or mark.

The voter is requested to provide his or her social security number for identifications purposes only, and provision of social security number is not required. However, the voter must provide

one of the other forms of voter identification if he or she chooses not to provide his or her social security number.

- C. Alternatively, a request for an absentee ballot by personal representative may be made through the personal representative in the following manner:
1. The representative shall sign a form which includes:
 - a. The representative's name, residence and mailing address;
 - b. The representative's social security number, voter number, or date of birth;
 - c. The name of the voter on whose behalf the representative is requesting the ballot;
 - d. An oath that the representative is receiving a ballot on behalf of the voter, will not vote the ballot for the voter, will not coerce the voter, and will not divulge the vote cast by the vote; and
 - e. The representative's signature.

The representative is required to provide his or her social security number for identifications purposes only, and provision of social security number is not required. However, the representative must provide one of the other forms of voter identification if he or she chooses not to provide his or her social security number.

- D. Upon receipt of an application for absentee ballot by personal representative, The Clerk or election official shall deliver to the personal representative an absentee ballot for the election.
- E. The personal representative shall deliver the absentee ballot to the vote as soon as practicable. The voter shall proceed to mark the ballot in secret, and prepare the ballot by following the instructions provided. The voter shall sign the certification on the return envelope in the presence of the personal representative who shall sign as witness and then date the signature. The personal representative shall deliver the ballot to the location where the ballot was obtained before the polls close on election day, or the ballot will not be counted.
- F. The election officials shall deliver the voted personal representative ballots to the Clerk. The Clerk shall deliver the voted personal representative ballots to the election board for counting.

CITY OF EGEGIK, ALASKA

APPLICATION FOR ABSENTEE BALLOT:

I, _____, A QUALIFIED VOTER AND RESIDENT OF THE CITY OF EGEGIK,
ALASKA DO HEREBY MAKE APPLICATION FOR AN ABSENTEE BALLOT FOR THE
CITY ELECTION TO BE HELD _____, 20____.

MAILING ADDRESS: _____ (P.O. BOX NUMBER OR STREET)

RESIDENCE ADDRESS: _____ (IF DIFFERENT FROM MAILING

ADDRESS)

REASON FOR REQUESTING ABSENTEE BALLOT:

ADDRESS TO WHICH ABSENTEE BALLOT SHOULD BE MAILED:

NOTE: AN ABSENTEE BALLOT MAY NOT BE MAILED TO AN ADDRESS IN EGEGIK.

DATE: _____ SIGNED: _____(VOTER)

RECEIVED BY: _____ DATE: _____

PLEASE MAIL THIS APPLICATION TO:

CITY CLERK
CITY OF EGEGIK
P O BOX 189
EGEGIK, ALASKA

99579

STATE OF ALASKA

(_____)ss. ABSENTEE BALLOT RETURN ENVELOPE

I, _____, state that: I am a resident of and a registered voter in the City of Egegik, Alaska, and hereby enclose my ballot.

_____ (Signature of Voter)

(Residence address within City)

SUBSCRIBED and SWORN to before me, this ___ day of _____, 20___. I hereby certify that the above-named affiant appeared before me, displayed to me an unmarked Absentee Ballot, marked that ballot in my presence and, sealed said ballot in a ballot envelope, than enclosed and sealed that ballot envelope in this return envelope, handed me this return envelope sealed, and signed the foregoing affidavit.

(Official's Signature)

(Title of Officer)

(SEAL)

NOTICE: After receiving the sealed envelope from the person taking your affidavit when voting outside the office of the City Clerk of the City of Egegik, you must immediately return it by mail, postage prepaid, to the Office of the City Clerk, City of Egegik, P O Box 189, Egegik, Alaska 99579. MARKED: BALLOT ENCLOSED, TO BE OPENED ONLY BY ELECTION REVIEW COMMITTEE.

CHAPTER 70

REVIEW OF ELECTION RETURNS

Sections:

- 1. Election review committee; meeting.**
- 2. Review to be public.**
- 3. Procedure for questioned ballot review.**
- 4. Absentee ballots.**
- 5. Counting absentee and questioned ballots.**
- 6. Defective ballots.**
- 7. Certifying results.**

8. Contest of Election
9. Certificate of election.
10. Preserving and destroying ballots.

Section 1. Election review committee; meeting.

- A. The City Council acting as the election review committee shall meet on the first Friday after the election and canvass all absentee and questioned and defective ballots executed in the election. If the Council is unable to obtain a quorum or complete the count on the Friday after the election, the canvass will be continued the following day and each day thereafter until completed.
- B. The City Clerk shall submit to the Council the election board's Report of Preliminary Election Results, the Master Voter Registration List, the register, all regular ballots, oath and affidavit envelopes containing questioned ballots, defective and objected-to ballots, spoiled ballots, absentee ballots, and oaths and affirmations of election officials.

Section 2. Review to be public.

- A. The review of all absentee and questioned and defective ballots shall be made in public by opening the returns, and announcing the results thereof in front of those present.
- B. The review shall include a review and comparison of the tallies of ballots with the election reports to correct any mathematical error in the count of ballots.
- C. If the Clerk finds an unexplained error in the tally of ballots, the Clerk may count the ballots from a ballot box.

Section 3. Procedure for questioned ballot review.

- A. The Clerk shall contact the State Division of Elections by the Thursday following the election and determine if persons casting questioned ballots because of failure of their names to appear on the Master Voter Registration List were in fact registered to vote in state elections. The Clerk shall record the names of these questioned voters in fact registered to vote and shall submit their names as registered to vote when their question ballots are examined with other questioned ballots according to the procedures provided for in this section.
- B. The Council meeting as the election review committee shall examine each questioned ballot envelope and shall determine whether the person casting each questioned ballot was registered and eligible to vote. In making this determination, the Council may request the assistance of the Clerk, and shall hear the testimony of the voter who cast the questioned ballot and of any other City resident who has information useful to Council's decision. If the Council determines that the voter was eligible to vote, the oath and affidavit envelope shall be opened and the ballot removed. If the Council upholds the challenge, the decision shall be noted in the minutes and the oath and affidavit envelope shall not be opened, but shall be saved with other election materials.

1. A questioned ballot may not be counted if:
 - a. The voter has failed to properly execute the certificate;
 - b. An official authorized by law to attest the certificate failed to execute the certificate;
 - c. The voter did not enclosed the marked ballot inside the small envelope.
2. Any person present at the questioned ballot review may challenge the name of a questioned voter when read from the voters certificate on the back of a large envelope if he or she has good reason to suspect that the questioned voter is not qualified to vote, if disqualified, or voted at the same election. The person making the challenge shall specify the bases of the challenge in writing. The election review committee by majority vote may refuse to accept and count the questioned ballot of a person properly challenged under grounds listed in (1) of this subsection.
3. If a questioned ballot is rejected, the Clerk shall send a copy of the statement of the challenged to the questioned voter. The Clerk shall place all rejected questioned ballots in a separate envelope with statements of challenge. The envelope shall be labeled "rejected question ballots" and shall be placed in the office safe.
4. If a questioned ballot is not rejected, the large envelope shall be opened and the small envelope containing the questioned ballot shall be placed in a ballot box and mixed with other small envelopes containing questioned ballots.

Section 4. Absentee ballots.

- A. The Council shall examine each absentee ballot return envelope. The return envelope shall be opened and the blank envelope containing the absentee ballot shall be placed in a ballot box and mixed with other small envelopes containing the previously reviewed questioned ballots, if the council determines that the voter:
1. Is registered to vote;
 2. Is a resident of Egegik;
 3. Did certify and cast the ballot before a person authorized by law to administer oaths, and the authorized person did sign and seal; and
 4. Cast the ballot before the close of the polls in Egegik.
- B. If the Council determines that a voter voting absentee was not in fact a qualified voter or did not follow absentee voting procedures. the Council by majority vote may refuse to accept and

count the absentee ballot. The return envelope shall not be opened but rather the reasons for rejecting shall be noted on the envelope. The Clerk shall place all such rejected absentee ballots in an envelope marked "rejected absentee ballots" to be saved with other election materials. The Clerk shall notify the voter in writing why the absentee ballot was rejected.

Section 5. Defective ballots.

Council members shall examine the defective ballots to see whether the ballot should be counted and, if so, whether they can determine for whom the voter intended to vote. If the Council determines for whom the voter intended to vote and that the ballot should be counted, the ballot shall be placed in the ballot box along with absentee and questioned ballots.

Section 6. Counting absentee and questioned ballots.

The questioned ballots and absentee ballots shall then one by one be removed from the ballot box taken out of the ballot envelopes and counted by the Council in the same manner in which ballots cast at the polls are counted.

Section 7. Certifying results.

If no contest of election is begun under the provisions of Chapter 71 of this Code and after all absentee, defective and questioned ballots are counted or rejected, the Council shall:

- A. Certify a report that shows:
 1. The total number of the ballots cast in the election;
 2. The names of the persons voted for (including write-ins) and the propositions voted upon;
 3. The offices voted for;
 4. The number of votes cast for each candidate and the number of votes cast for or against each proposition voted on at the election;
 5. The disposition of all absentee, questioned, and defective ballots; and
 6. Any other matters which the Council deems necessary to preserve a complete record of the election.
- B. Record the results of the election in the minutes of the meeting;
- C. Authorize the results to be certified; and
- D. Publicly declare the results of the election.

Section 8. Contest of election.

If a contest of election is declared and resolved, the procedures of Section 7, A-D shall be followed as a special meeting held on the first Monday after resolution of the contest.

Section 9. Certification of election.

A. Upon authorization of certification of the election results by the Council, the Clerk shall prepare two Certificates of Election for each office, propositions, or questioned considered. The certificates shall be signed by the Mayor and attest to by the Clerk. One original of each Certification of Election shall be given to the successful candidate or the sponsor of the successful question or propositions, and the other original of each certificate shall be kept by the City.

B. The forms appearing at the end of this chapter illustrate the certificates of election.

Section 10. Preserving and destroying ballots.

The Clerk shall preserve all official ballots in a secure manner for one year for the date of the election. Upon the expiration of the year, the Clerk shall shred, recycle, or otherwise completely destroy the ballots upon direction of the Council, and make and keep a written affidavit that the ballots have been destroyed. In cases where the election is contested, the ballots shall be kept in a secure manner, unless needed as evidence in the contest, until one year after the final resolution of the contest at which time the Clerk shall destroy the ballots as provided by this section upon direction of the Council.

CITY OF EGEGIK, ALASKA
REPORT OF ELECTION RESULTS

The tally below is a true and accurate record of all regular votes cast in the election held in the City of Egegik, Alaska on _____, 20____.

PART I: ELECTIVE OFFICES

OFFICE: CITY COUNCIL SEAT

CANDIDATE	VOTES	CANDIDATE	VOTES
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____

4. _____ 8. _____

OFFICE: CITY COUNCIL SEAT

CANDIDATE	VOTES	CANDIDATE	VOTES
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____
4. _____	_____	8. _____	_____

OFFICE: CITY COUNCIL SEAT

CANDIDATE	VOTES	CANDIDATE	VOTES
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____
4. _____	_____	8. _____	_____

Report of Preliminary Election Results Page 1 of 2

PART II: BALLOT PROPOSITIONS AND QUESTIONS

PROPOSITION __:	FOR __	AGAINST _____
PROPOSITION __:	FOR __	AGAINST _____
PROPOSITION __:	FOR __	AGAINST _____
QUESTION __:	YES __	NO _____
QUESTION __:	YES __	NO _____
QUESTION __:	YES __	NO _____

PART III: ACCOUNTING OF BALLOTS

Total Ballots Received From Election Supervisor: _____

Total Regular Ballots Cast: _____

Total Absentee Ballots Casts: _____

Total Questioned Ballots Cast: _____

Total Objective Ballots Cast: _____

Defective _____

Spoiled _____

Unused: _____

Total Ballots Returned to Clerk: _____

This vote tally was completed between the hours of _____ p.m. and _____ p.m. on _____, 20____.

Respectfully submitted,

_____, Election Board Chairman
_____, Election Judge
_____, Election Judge

ATTEST: _____, City Clerk

[City Seal]

City of Egegik, Alaska

CERTIFICATE OF ELECTION

THIS IS TO CERTIFY that on the _____ day of _____, 20____, _____
was elected to the office of _____, in the City of Egegik, Alaska, as
confirmed by the City Council of the City of Egegik upon completion of the final canvass of
ballots on the _____ day of _____, 20____.

DATE at Egegik, Alaska this _____ day of _____, 20____.

Mayor

ATTEST: _____ City Clerk

[City Seal]

City of Egegik, Alaska

CERTIFICATE OF ELECTION – BALLOT PROPOSITION

THIS IS TO CERTIFY that on the _____ day of _____, 20 ____, the ballot proposition relating to _____, a true and correct copy of which is attached hereto, was approved by the voters of the City of Egegik as confirmed by the City Council of the City of Egegik upon completion of the final canvass of ballots on the ____ day of _____, 20__.

DATED at Egegik, Alaska ____ day of _____, 20__.

Mayor

ATTEST:
[City Seal]

City Clerk

CHAPTER 71

CONTEST OF ELECTION

Sections:

- 1. Contest of election; contestant.**
- 2. Contest of election; Council.**
- 3. Ballot recount.**
- 4. Prohibited practices alleged.**
- 5. Sustained charges; recount.**
- 6. Recount expenses; appeal.**
- 7. Offenses.**

Section 1. Contest of election; contestant.

- A. Any qualified voter may contest the election of any person and the approval or rejection of any question or proposition.
- B. Any qualified voter who believes that prohibited practices occurred at an election may contest the election by:
 - 1. Filing a written affidavit with the City Clerk specifying with particularity the provisions of the law which the voter believes were violated and the specific acts he or she believes to be misconduct;
 - 2. This affidavit must be filed with the City Clerk before or during the first review of the ballots on the Friday following the election. The City Clerk shall acknowledge the date and time the affidavit is received on its face and make a photocopy of the affidavit which shall be given to the contestant;
 - 3. The sample affidavit at the end of this Chapter shows the form of this affidavit.

Section 2. Contest of election; Council.

The City Council may order an investigation or a recount of the ballots or, declare the election invalid and order a new election, or declare the affidavit of election contest without merit and certify the results of the election.

Section 3. Ballot recount.

If only a recount of ballots is demanded, the election board where the error allegedly occurred, shall recount the ballots

Section 4. Prohibited practices alleged.

When the contestant alleges prohibited practices the Council shall direct the City Clerk to produce the original register books for the election.

Section 5. Sustained charges; recount.

If the charges alleged by the contestant are upheld, the election review committee shall make a recount. The council shall then certify the correct election returns as provided in Chapter 70.

Section 6. Recount expenses; appeal.

- A. The contestant shall pay all costs and expenses incurred in a recount of an election demanded by the contestant if the recount fails to reverse any result of the election or the difference between the winning and a losing vote on the result contested is more than two percent.

- B. A person may appeal the decision of the Council in Section 2 of this Chapter to the Superior Court, however, no person may appeal or seek judicial review of a city election for any cause or reason unless the person is qualified to vote in the City, has exhausted the administrative remedies before the Council, and has commenced, within 10 days after the Council has finally declared the election results, an action in the Superior court in Anchorage. If no such action is commenced within the 10 day period, the election and election results shall be conclusive, final, and valid in all respects.

Section 7. Offenses.

- A. It is unlawful for any person, firm or corporation to do any of the following acts, and any person, firm or corporation who does any of the following acts is guilty of a misdemeanor and shall be subject to a fine of up to five hundred dollars and or imprisonment for up to thirty (30) days:
1. Directly or indirectly uses or threatens to use force, coercion, violence or restraint, or inflicts or threatens to inflict damage, harm or loss, upon or against any person to induce or compel the person to vote or refrain from voting for any candidate in any election or for any election proposition or question;
 2. Gives, or promises to give, or offers any money or valuable thing to any person, with intent to induce him or her to vote for or restrain him or her from voting for any candidate at any election or election proposition or question;
 3. Knowingly prints or circulates, or causes to be written, printed or circulated, any letter, circular, bill, placard, poster or other publication relating to any election or to any candidate or any election or to any election proposition or question without the same bearing on its face the name and address of the author, printer or publisher thereof;
 4. Writes, prints or circulates, or who causes to be written, printed or circulated, any correspondence or advertisement, or who willfully knowing the correspondence or advertisement contains a false statement, charge or comment relating to any candidate at any election or to any election proposition or question;
 5. Has in his or her possession outside of the voting room any official ballot; provided, that this shall not apply to election officials or other properly authorized persons having such in his or her possession in the line of duty;
 6. Makes or knowingly has in his or her possession any counterfeit of an official ballot;
 7. Writes or produces, or assists in writing or producing any correspondence knowing that it contains any false statement or false charge reflecting on the character, morality or integrity of any candidate at any election;
 8. Votes or attempts to vote in the name of another person or any name other than his or her own;

9. By force, threat, intimidation or offer of reward, induces or attempts to induce any election official to fail in his or her duty;
10. Willfully changes or causes to be changed any official election documents, including ballots, tallies and returns, or attempts to do the same;
11. Willfully delays or causes to be delayed the election returns, or attempts to do so;
12. Willfully votes or attempts to vote more than once at the same election;
13. Signs any name other than his or her own to a petition proposing an initiative, referendum or recall, or knowingly signs his or her own name more than once for the same proposition or question at one election, or signs the petition knowing that he or she is not qualified voter;
14. Having been contracted or employed by the city to print or reproduce in any manner any official ballot, willfully appropriates to himself or herself, or gives or delivers to, or knowingly permits to be taken by anyone other than a person authorized by the Clerk, any official ballots, or knowingly prints or reproduces or causes to be printed or reproduced any official ballots in any other form or with any other content other than that prescribed by this Title or ordinance or as directed by the Clerk;
15. Willfully makes a false affidavit or swears falsely under an oath required in connection with any election or registration for voting or falsely affirms in lieu of so swearing;
16. Willfully fails to perform any election duty knowingly does any unauthorized act with the intent to affect the election or its results;
17. Willfully permits or makes or attempts to make any false count or report of the election returns;
18. Being an election official, willfully conceals, withholds, wrongfully changes, mutilates or destroys the election returns, or attempts to do so.

AFFIDAVIT OF ELECTION CONTEST

The undersigned believes that prohibited practices occurred at the municipal election held on _____, 20 ____, at Egegik Alaska.

The undersigned states that the following laws were violated:

The undersigned states that the above provisions of the law were violated in the following manner:

Signature of Person Contesting

Received Date & Time: _____

City Clerk:

[City Seal]

Title IX

Personnel

Chapter	74	Reserved
	75	Personnel Policy-Employee Handbook

CHAPTER 75

PERSONNEL POLICY – EMPLOYEE HANDBOOK

Sections:

The Sections are synonymous with the Table of Contents Numbers of the Employee Handbook that follows this page:

CITY OF EGEGIK

EMPLOYEE HANDBOOK

Prepared by: The Alaska Municipal league/Joint insurance Association

UPDATE: 7/20/98

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INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with the City of Egegik and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. The City of Egegik is a political subdivision of the State of Alaska and is covered under A.S. Title 29; Municipal Government. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by City of Egegik to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As City of Egegik continues to grow, the need may arise and City of Egegik reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about City of Egegik, and I understand that I should consult the City Administrator regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change. I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the chief executive officer of the City of Egegik has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S NAME (TYPED OR PRINTED)

101 NATURE OF EMPLOYMENT

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with City of Egegik. However, this handbook cannot anticipate every situation or answer every question about employment.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between City of Egegik and any of its employees.

In order to retain necessary flexibility in the administration of policies and procedures, City of Egegik reserves the right to change, revise, or eliminate any of the policies and /or benefits described in this handbook. The only recognized deviations from the stated policies are those authorized and signed by the chief executive officer of the City of Egegik.

Additional rules and policies applicable to employee conduct (e.g., prohibited conflict of interest transactions) may be found in the general ordinances of the City.

102 EMPLOYEE RELATIONS

City of Egegik believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clearer, and attitudes can be positive. We believe that City of Egegik amply demonstrates its commitment to employees by responding effectively to employee concerns.

In an effort to protect and maintain direct employer/employee communications, we will resist organization, within applicable legal limits, and protect the right of employees to speak for themselves.

If and when employees examine the option of representation by individuals outside City of Egegik, however, we strongly encourage careful consideration of such related issues as regular deductions from paychecks for representation fee, the potential for outside interference with supervisory relationships, and the commitment to comply with directions from third parties.

105 HIRING OF RELATIVES

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried in to day-to-day working relationships.

Relatives of persons currently employed by City of Egegik may be hired only if they will not be working directly for or supervising a relative, and to the extent that this would not violate other applicable conflict of interest laws, including the City's conflict of interest ordinance. City of Egegik employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, management will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of a person who are related by blood or marriage.

107 IMMIGRATION LAW COMPLIANCE

City of Egegik is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with City of Egegik within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more

information on immigration law issues are encouraged to contact the City Administrator. Employees may raise questions or complaints about immigration law compliance without fear for reprisal.

108 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which City of Egegik wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the City Administrator for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of City of Egegik. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gains refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of City of Egegik's business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of City of Egegik as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which City of Egegik does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving City of Egegik.

Notwithstanding the foregoing, City employees must comply with any and all applicable conflict of interest statutes or ordinances, even if they impose more stringent requirements of conduct.

110 OUTSIDE EMPLOYMENT

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with City of Egegik, and holding the position does not violate any applicable laws or ordinances concerning conflicts of interest. All employees will be judged by the same performance standards and will be subject to City of Egegik's scheduling demands, regardless of any existing outside work requirements.

If City of Egegik determines that an employee's outside work interferes with performance or the ability to meet the requirements of City of Egegik as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with City of Egegik.

Outside employment will present a conflict of interest if it has an adverse impact on City of Egegik, or otherwise violates applicable conflict of interest statutes or ordinances.

114 DISABILITY ACCOMMODATION

City of Egegik is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position, descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

City of Egegik is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. City of Egegik will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. City of Egegik is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state and local laws.

116 STANDARDS OF EMPLOYMENT CONDUCT

The City of Egegik does not violate the law and does not tolerate those who do. If an employee believes that anyone in or associated with the municipality has requested or directed him or her to do anything that violates the law, or has prohibited the employee from doing anything that the law requires him or her to do, the employee must report this immediately to a supervisor.

Employee Responsibilities:

- Maintenance of production/service standards -- quality, quantity, and priorities
- Responsible use of working time -- self and other employees
- Cooperation with supervision and other employees

- Observance of safety and health rules
- Proper use and maintenance of company equipment and materials
- Respect for other employees and their property
- Protection of confidential information

201 EMPLOYMENT CATEGORIES

All employees of the City of Egegik shall be classified as Regular (full-time, seasonal or part-time), Probationary, or Temporary.

A Regular Full-Time employee works year-round in a permanent position in keeping with the City's full time schedule, and works at least 30 hours per week every week that he or she is scheduled to work. A Regular Part-Time employee works year-round in a permanent position, and works at least 16 hours per week every week that he or she is scheduled to work. A Regular Seasonal employee works in a permanent position for less than 12 months of the year, and is anticipated that the same employee will return to the same position when needed. Unless otherwise agreed in a writing signed by the City, Regular Seasonal employees who want to fish privately as commercial I fishers during the summer, shall not be scheduled to work on any days between May 1 and August 31, inclusive, of each year.

A Probationary employee is an employee who has been hired to fill a position classified as Regular, but who has either 1) only worked 90 calendar days or less at that position; or 2) who has not been removed from Probationary status at that employee's initial performance review. Notwithstanding any other provision of these policies, a Probationary employee may 1) have his or her Probationary status extended for a definite period of time at the discretion of the City, or 2) be suspended or terminated with or without cause at any time. Scheduled work days taken as leave while a Probationary employee are excluded from the running of this 90n day period.

All other employees of the City are Temporary employees. Temporary employees may be suspended or terminated with or without cause at any time. If a Temporary employee remain continuously employed by the City beyond the initial estimate of his tenure, this does not imply any change in his or her Temporary status.

Each employee shall also be classified as Exempt or Nonexempt for purposes of wage and hour law at hire, and be notified of their Exempt or Nonexempt status.

202 ACCESS TO PERSONNEL FILES

City of Egegik maintains a personnel file on each employee, The personnel file includes such information as the employee's job application, resume records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of City of Egegik, and access to the information they contain is restricted. Generally, only supervisors and management personnel of City of Egegik who have a legitimate reason to review information in a file are allowed to do so.

Employees or former employee who wish to inspect and make copies of the employee's personnel file and other personnel information maintained by the employer concerning the employee should contact the City Clerk. With reasonable advance notice, employees may review their own personnel files in the City of Egegik's Offices and in the presence of an individual appointed by the City of Egegik to maintain the files.

203 EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join City of Egegik are well qualified and have a strong potential to be productive and successful, it is the policy of City of Egegik to check the employment references of all applicants.

A Probationary employee is an employee who has been hired to fill a position classified as Regular, but who has either 1) only worked 90 calendar days or less at that position; or 2) who has not been removed from Probationary status at the employee's initial performance review. Notwithstanding any other provision of these policies, a Probationary employee may 1) have his or her Probationary status extended for a definite period of time at the discretion of the City, or 2) be suspended or terminated with or without cause at any time. Scheduled work days taken as leave while a Probationary employee are excluded from the sunning of this 90 day period.

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Each employee shall also be classified as Exempt or Nonexempt for purposes of wage and hour law at hire, and be notified of their Exempt or Nonexempt status.

202 ACCESS TO PERSONNEL FILE

City of Egegik maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of City of Egegik, and access to the information they contain is restricted. Generally, only supervisors and management personnel of City of Egegik who have a legitimate reason to review information in a file are allowed to do so.

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203 EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join City of Egegik are well qualified and have a strong potential to be productive and successful, it is the policy of City of Egegik to check the employment references of all applicants.

The City Administrator will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No other employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

204 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the City Administrator of any changes in personnel data, such as personal mailing addresses, telephone number, number and names of dependents, individuals to be contacted in the event of an emergency, and educational accomplishments. This data should be kept accurate and current at all times.

205 PROBATIONARY PERIOD

The Probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. City of Egegik uses this period to evaluate employee capabilities, work habits, and overall performance.

All newly hired and rehired Regular employees work on an introductory basis for the first 90 calendar days after their date of hire. Employees who are promoted or transferred within the City of Egegik must complete a probationary period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If City of Egegik determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specific period or periods.

In cases of promotions or transfers within the City of Egegik, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable for which the employee is qualified, depending on the availability of such positions and City of Egegik's needs.

During the probationary period, employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security, or that are specifically allowed to Probationary employees by these policies. After becoming Regular employees, they may also be eligible for other City of Egegik-provided benefits (if any) as pertain to their position, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

In the special case of an existing, Regular employee who is promoted or transferred within the City of Egegik, the employee will continue to accrue benefits as though he or she had continued in his or her former position, until terminated or until the satisfactory completion of their probationary period.

209 PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal performance evaluation shall be conducted at the end of an employee's Probationary period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are scheduled approximately every 12 months, coinciding generally with the anniversary of the employee's original date of hire.

Merit-based pay adjustments are awarded by City of Egegik in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process.

301 EMPLOYEE BENEFITS

Eligible employees may participate in a range of benefit programs. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. The City Administrator can help you identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Benefit Conversion at Termination
- Bereavement Leave
- Dental Insurance
- Holidays
- Life Insurance
- Long-Term Disability
- Major Medical Insurance
- Medical Insurance
- Pay Advances
- Pension Plan
- Personal Plan
- Personal Leave
- Sick Leave Benefits

- Vacation Benefits
- Voting Time Off

Some benefit programs require contributions from the employee, but most are fully paid by City of Egegik.

303 VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full –time employees
- Regular part-time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule.

VACATION EARNING SCHEDULE

	YEARS OF ELIGIBLE SERVICE	VACATION DAYS MONTHLY	VACATION DAYS EACH YEAR
Upon initial eligibility,			
	regular full-time employee receive:	.833 days	10 days
	After 1 years	1.250 days	15 days
	After 2 years	1.667 days	20 days
	After 3	2.083 days	25 days

The length of eligible service is calculated on the basis of a “benefit year.” This the 12-month period that begins when the employee starts to earn vacation time. An employee’s benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. However, before vacation time can be used, a waiting period of 90 calendar days must be completed unless waived by the City Administrator. After that time, employees can request use of earned vacation time including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

In the event that vacation time accrued during a benefit year is not used by the end of the benefit year, employees will forfeit the unused time.

A combination of leave without pay, personal leave, bereavement, vacation, and sick leave, is not to exceed eight (8) weeks per year.

Upon termination of employment, employees will be paid for accrued but unused vacation time that they are still eligible to use.

305 HOLIDAYS

City of Egegik will grant holiday time off to all employees on the holidays listed below.

- New Year's Day (January 1)
- Presidents' Day (third Monday in February)
- Seward's Day (last Monday day in March)
- Easter (Easter Monday)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' (November 11)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25) or Russian Christmas
- Day after Christmas

Employees have the choice to substitute another day for one of the above holidays during the fishing season.

City of Egegik will grant paid holiday time off to all eligible employees. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s) for paid holiday time off are:

- Regular full-time employees
- Regular part-time employees

Holidays for other employees shall be unpaid. If a recognized holiday falls during an eligible employee's vacation or sick leave, the holiday time off will not count toward used vacation or sick leave.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

307 SICK LEAVE BENEFITS

City of Egegik provides sick leave benefits to all eligible employees for periods of temporary absence due to illness or injuries. Eligible employee classification(s):

- Regular full-time employees
- Regular part-time employees
- Probationary employees

Eligible employees will accrue sick leave benefits at the rate of the 10 days per year (.83 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in minimum of increments of one-half day. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of ten calendar days worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below limit.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

308 TIME OF TO VOTE

City of Egegik encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their work schedule, If

employees are unable to vote in an election during their nonworking hours, City of Egegik will grant up to one hour of paid time off to vote.

Employees should request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, which provides the least disruption to the normal work schedule.

309 BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to five day of paid bereavement leave will be provided to eligible employees in the following classification(s):

- Regular full-time employees
- Regular part-time employees
- Probationary employees who will become Regular full-time employees or Regular part-time employees.

Bereavement pay is calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available [aid leave for additional time off as necessary.

For the purpose of bereavement the City of Egegik defines "immediate family" as the employee's spouse or significant other, parent, child sibling; the employee's spouse's parent, child, or sibling.

311 JURY DUTY

City of Egegik encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to one week of paid jury duty leave over any one year period.

Jury duty pay will be calculated the employee's base pay rate at the times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Regular part-time employees
- Probationary employees who will become Regular full-time employees or Regular part-time employees.

If employees are required to serve jury duty beyond the period of paid duty leave, they may use any available paid time of (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either City of Egegik or the employee may request an excuse from jury duty if, in City of Egegik's judgment, the employee's absence would create serious operational difficulties.

City of Egegik will continue to provide health insurance benefits for the full term of the jury duty absence.

An employee's vacation, sick leave, and holiday benefits, if any, will continue to accrue during unpaid jury duty leave.

312 WITNESS DUTY

City of Egegik encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by City of Egegik, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than City of Egegik. Employees are free to use any available paid leave benefit (such as vacation leave) to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, when necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

401 TIMEKEEPING

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require City of Egegik to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the immediate supervisor before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

403 PAYDAYS

Exempt employees are paid semimonthly on the 15th and 30th days of the month. Non-Exempt employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee may receive his or her earned wages before departing for vacation.

Employees may have pay direct deposited into their bank accounts if they provide advance written authorization to City of Egegik. Employees will receive an itemized statements of wages when City of Egegik make direct deposits.

405 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated.

RESIGNATION – voluntary employment termination initiated by an employee. Note: An employee who takes unapproved leave, without pay and does not resume normal work activities within three working days after having begun such leave, will be considered voluntarily to have resigned from the City of Egegik's employment effective the close of the three working days period.

DISCHARGE – involuntary employment termination initiated by the organization.

LAYOFF - involuntary employment termination initiated by the organization for Non-disciplinary reasons.

RETIREMENT - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

City of Egegik will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to City of Egegik, or return of City of Egegik-owned property. Suggestions, complaints, and questions can also be voiced.

Employees will receive their final pay in accordance with applicable state law.

408 PAY ADVANCES

In the event of a personal emergency, employees may submit a written request for a pay advance to their supervisor or manager, indicating the nature of the emergency involved. The City will evaluate the request and determine whether a pay advance should be granted in its discretion. The City will be liberal in granting pay advances to newly hired employees.

409 ADMINISTRATIVE PAY CORRECTIONS

City of Egegik will take all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that the employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the City Administrator so that corrections can be made as quickly as possible.

410 PAY DEDUCTIONS

The law requires that City of Egegik make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. City of Egegik also must deduct Social Security taxes or PERS and SBS withholdings, from each employee's earnings up to a specified limit.

City of Egegik offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your pay check or how they were calculated, your supervisor can assist in having your questions answered.

501 SAFETY

To assist in providing a safe and healthful work environment for employees, customers, and visitors, City of Egegik has established a workplace safety program. This program is a top priority for City of Egegik. The City Administrator and the Dock Manager have responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

City of Egegik provides information to employees about workplace safety and health issues through regular internal communications channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the City Administrator or Dock

Manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe conditions to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the City Administrator or Dock Manager or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' benefits procedures.

502 WORK SCHEDULES

The normal work schedule for all employees is eight hours a day , five days a week. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible schedule, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor involved, particularly for Dock Operations during commercial fishing season.

However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

504 USE OF TELEPHONES

Personal use of telephones for long-distance and toll calls is not permitted. Employees should practice discretion in using company telephones when making local personal calls and may be required to reimburse City of Egegik for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

505 SMOKING

In keeping with City of Egegik's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace.

This policy applies equally to all employees, customers, and visitors.

506 REST AND MEAL PERIODS

Each workday, full-time nonexempt employees are provided with two rest periods. Supervisors will advise employees of the regular rest period length and schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since his time is counted and paid as time worked, employees must not be absent from their work station beyond the allotted rest period time. All full-time all employees are provided with one meal period of 60 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

507 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization.

Overtime compensation is paid to all nonexempt employees in accordance with applicable federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposed of performing overtime calculations.

Employees who work overtime without receiving prior authorization from the supervisor may be subject to disciplinary action, up to and including possible termination of employment.

508 USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need of repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles on the job.

The improper, careless, negligent, destructive, or unsafe use of operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

510 EMERGENCY CLOSINGS

At time, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When the decision to close is made AFTER the workday has begun, employees will receive official notification from their immediate supervisor. In these situations, time off from scheduled work will be paid. When the decision to close is made BEFORE the workday has begun, time off from scheduled work will be unpaid. However, with supervisory approval, employees may use available paid leave time, such as unused vacation benefits. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

512 BUSINESS TRAVEL EXPENSES

City of Egegik will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the City Administrator.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by City of Egegik. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by City of Egegik may not be used for personal use without prior approval.

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved, in the discretion of the City. Employees should submit a written request to their supervisor when travel advances are needed.

When travel is completed, employees should submit completed travel expense reports within three days. Reports should be accompanied by receipts for all individual expenses of 95 dollar or more.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangement, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

514 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at City of Egegik, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors help maintain safety standards,

protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter City of Egegik at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on City of Egegik's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

516 COMPUTER AND E-MAIL USAGE

Computers, computer files, the E-mail system, and software furnished to employees are City of Egegik property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization.

City of Egegik strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, City of Egegik prohibits the use of computers and the E-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Employees should notify their immediate supervisor, the City Administrator or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

601 MEDICAL LEAVE

Medical leaves of absence without pay are potentially available for eligible employees who are temporarily unable to work due to a serious health condition or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; and continuing treatment by a health care provider.

Employees in the following employment classifications are eligible to request medical leave as described in this policy:

Regular full-time employees

Regular part-time employees

Probationary employees who will become Regular full-time or Regular part-time employees.

Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to City of Egegik. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

If the initial period of approved absence proves insufficient, consideration will be given to request for an extension. Employees will be required to first use any accrued paid leave time before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability on accordance with all applicable laws covering occupational disabilities. Employees who are eligible for medical leave under the Family Medical and Leave Act shall receive unpaid leave in accordance with the terms of the Act. Any leave granted under the Family Medical and Leave Act shall be first taken out of accrued paid vacation and sick leave.

Subject to the terms, conditions, and limitations of the applicable plans, City of Egegik will continue to provide health insurance benefits for the full period of the approved medical leave.

Subject to the terms, conditions, and limitations of the applicable plans, City of Egegik will continue to provide health insurance benefits for the full period of the approved medical leave.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will continue during the approved medical leave period.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide City of Egegik with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

Any employee fails to report to work promptly at the end of medical leave will be deemed to have resigned.

603 PERSONAL LEAVE

The City of Egegik provides leave of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the following employment classification(s) are eligible to request personal leave as described in this policy:

- Regular full-time employees
- Regular part-time employees
- Temporary employees
- Seasonal employees

Eligible employees may request personal leave only after having completed 90 calendar days of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor.

With the supervisor's approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, the City of Egegik will continue to provide health insurance benefits for the full period of the approved personal leave.

Vacation, sick leave, and holiday benefits, will continue to accrue during the approved personal leave period.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the City of Egegik cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, the City of Egegik will assume the employee has resigned.

607 FAMILY AND MEDICAL LEAVE ACT

Unpaid leave shall be granted in accordance with the terms of the Family and Medical Leave Act. Leave which is granted under the Act shall be first applied against accrued paid vacation or sick leave, if any.

Benefit accruals, such as vacation, sick leave, and holiday benefits, will continue during the approved leave period.

So that an employee's return to work can be properly scheduled, an employee on leave under the Act is requested to provide City of Egegik with at least two weeks advance notice of the date he/she intends to return to work.

When leave under the Act Ends, the employee will be reinstated to the same position, unless either the job ceased to exist because of legitimate business reasons for each means of preserving the job would substantially undermine the ability to operate City of Egegik safely and efficiently. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities.

If an employee fails to report to work promptly at the end of leave under the Act, City of Egegik will assume that the employee has resigned.

701 EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, City of Egegik expects employees to follow rule of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

Theft or inappropriate removal or possession of property

Falsification of timekeeping records

Working under the influence of alcohol or illegal drugs

Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment

Fighting or threatening violence in the workplace

Boisterous or disruptive activity in the workplace

Negligence or improper conduct leading to damage to employer-owned or customer-owned property

Insubordination or other disrespectful conduct

Violation of Safety or health rules

Sexual or other unlawful or unwelcome harassment

Possession of dangerous or unauthorized materials, such as explosives or firearms, In the workplace

Excessive absenteeism or any absence without notice

Violation of personnel policies or City ordinance governing employee conduct, including conflict of interest ordinances.

Unsatisfactory performance or conduct

702 DRUG AND ALCOHOL USE

It is City of Egegik's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on City of Egegik premises and while conducting business-related activities off City of Egegik premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violation of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or require participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To inform employees about important provisions of this policy, City of Egegik through the Community Clinic, has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace resources available to employees, and consequences for violations of this policy.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the City Administrator to receive assistance or referrals from Clinic Staff or other qualified parties.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through City of Egegik's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all City of Egegik policies, rule, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause City of Egegik any undue hardship.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the City administrator without fear of reprisal.

703 SEXUAL AND OTHER UNLAWFUL HARASSMENT

City of Egegik is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. An example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the City Administrator or any other member of management. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the City Administrator or any member of management.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

705 PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and effect the business image City of Egegik presents to the community.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

Consult your supervisor or department head if you have questions as to what constitutes appropriate attire.

706 RETURN OF PROPERTY

Employees are responsible for all property, material, or written information issued to them or in their possession or control. Employees must return all City of Egegik property immediately upon request or upon termination of employment. The extent permitted by applicable laws, City of Egegik may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. City of Egegik may also take all action deemed appropriate to recover or protect its property.

708 RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with City of Egegik. Although advanced notice is not required, City of Egegik requests at least two weeks' written notice of resignation from nonexempt employees and four weeks' notice from exempt employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

710 SECURITY INSPECTIONS

City of Egegik wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other hazardous or illegal materials. To this end, City of Egegik prohibits the possession, transfer, sale, or use of such materials on its premises. City of Egegik requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of City of Egegik. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of City of Egegik at any time, either with or without prior notice.

712 SOLICITATION

In an effort to assure a productive and harmonious work environment, person not employed by City of Egegik may not solicit or distribute literature in the workplace at any time for any purpose.

City of Egegik recognizes that employees may have interest in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

Examples of impermissible form of solicitation include:

- The collection of money, goods, or gifts for religious groups
- The collection of money, goods, or gifts for political groups
- The sale of goods, services, or subscriptions outside the scope of official organization business
- The solicitation of memberships, fees, or dues

716 PROGRESSIVE DISCIPLINE

The purpose of this policy is to state City of Egegik's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

City of Egegik's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for any of four steps verbal warning, written warning, suspension with or without pay, or termination of employment depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may lead to termination of employment. If more than three months have passed since the last disciplinary action, the process will normally start over. There are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through any progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and City of Egegik.

718 PROBLEM RESOLUTION

City of Egegik is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from City of Egegik supervisors and management.

City of Egegik strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with City of Egegik in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision effecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor, after incident occurs. If supervisor is unavailable or the employee believes it would be inappropriate to contact that person, employee may present problem to Department Supervisor. Where the City Administrator is the employee's direct supervisor, and is either unavailable or the employee believes it would be inappropriate to contact the City Administrator, the employee should proceed to Step 5.
2. Supervisor responds to problem during discussion, after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to the City Administrator, if problem is unresolved.
4. The City Administrator counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to City Administrator.
5. Employee presents problem to City Council in writing, with a copy to the City Administrator.
6. The City Council reviews and considers problem. The City Council informs employee of decision within 15 calendar days, and forwards copy of written response to the City Administrator for employee's file. The Mayor has full authority to implement any adjustment deemed appropriate by the City Council to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

719 PRE-DISCIPLINARY HEARING

A dismissal, suspension without pay or other disciplinary action bearing direct financial consequences of a Regular employee, Full time or Part time for disciplinary reasons shall be accomplished as follows:

- (a) Prior to the action, the employee shall be given written notice of intent to discipline containing a reasonably specific statement of the basis for the discipline and an explanation of the employee's entitlement to either ask for a pre-disciplinary hearing under this section at which such intended discipline may be reviewed, or to pursue the informal resolution process under Section 718. If the employee is unavailable, the notice shall be given by certified mail.
- (b) The employee may request a pre-disciplinary hearing only by submitting a written request to his/her department head no later than 5:00 P.M. on the fifth calendar day following the day on which he/she received the notice of intent to discipline not including the day of the notice. Failure of the employee to timely submit a written request for a pre-disciplinary hearing shall constitute a waiver of the employee's right to a pre-disciplinary hearing.
- (c) The City Administrator shall promptly schedule a pre-disciplinary hearing upon request by the employee. The City Administrator shall designate an impartial individual to serve as a hearing officer at the pre-disciplinary hearing. The City Administrator shall not designate as a hearing officer any person who is a City employee unless otherwise agreed upon by the parties.
- (d) Existing pay status for an employee facing dismissal or suspension without pay shall not be provided beyond the date initially set for the hearing if the employee or his/her representative requests and is granted an extension of the hearing date for any reason. If the City requests, and is granted an extension of the hearing date for any reason, then the employee shall be continued in pay status. Nothing in this section prohibits the City from suspending the employee with pay pending the pre-disciplinary hearing.
- (e) The hearing officer may exercise independent judgment as to the weight of the evidence and on legal issues raised by the parties. The City shall prove the existence of sufficient cause to take the action by a preponderance of the evidence presented.
- (f) The hearing officer shall issue a written decision no later than three working days after the close of the hearing. The decision shall include a statement of the reasons for the decision.
- (g) The hearing officer is limited to either upholding or denying the action based upon the existence of sufficient cause to support it, and is not authorized to impose a lesser or different sanction.
- (h) If the hearing officer denies the existence of sufficient grounds to support the proposed action, the City Administrator may then impose a lesser form of discipline for the conduct

at issue at the hearing. The employee may pursue resolution of the lesser form of discipline under Section 718. The City Administrator's decision imposing lesser discipline shall be treated as the resolution of step four under Section 718.

- (I) The affected employee may appeal the hearing officer's pre-disciplinary decision only by filing a written notice to appeal with the Superior Court. The Superior Court shall have no jurisdiction to hear the appeal unless the employee files the notice of appeal within thirty (30) days after the employee's receipt of the hearing officer's decision. The Superior Court shall limit its review to whether or not substantial evidence in the record supports the termination decision and to legal issues necessarily decided by the hearing officer.

800 LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. City of Egegik supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, City of Egegik will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. City of Egegik will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Community Health Aide (B.B.A.H.C.) for information and referral to appropriate services and resources.

802 RECYCLING

City of Egegik supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

City of Egegik encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as :

- turning off lights when not in use
- office equipment (excluding the fax machine)

Whenever possible, employees of City of Egegik are encouraged to purchase products for the workplace that contain recycled or easily recyclable materials. Buying recycled products supports recycling and increases the market for recyclable materials.

By recycling, City of Egegik is helping to solve trash disposal and control problems facing all of us today.

803 POLICE DEPARTMENT

The following polices apply to employees in the City Police Department:

Any officer suspended from duty shall immediately surrender his credential, badges, any issued weapon and any other issued City property to the City Administrator. Officers on suspension shall have no authority of office, shall not wear police uniforms, and shall not carry a concealed weapon.

Police officers are expected to lead by example in terms of ethical and law-abiding behavior. Police officers are subject to discipline, up to and including termination, for the following conduct. The following conduct is considered serious enough to warrant suspension and/or termination regardless of the policy on progressive discipline:

Intentionally revealing identity of any member of any law enforcement agency engaged in official duty, in such a manner as to interfere with the proper performance of his duty;

Intentionally revealing the activities or plans of any law enforcement agency in a manner as to interfere with or prevent such activity or plans;

Intentionally destroying (except in a manner prescribed by law) or improperly caring for evidence to be used in a case, or giving false testimony at any time;

Accepting any fee, reward, bribe, gift or compensation of any kind from a person under investigation or in custody;

Making a false statement, or falsifying any written or verbal report made to a superior or make in the course of the officer's duties, or intentionally omitting any material matter from such a report or statement;

Using or pledging the use of one's office or City property for personal gain or the personal gain of a spouse or immediate family member, unless done in strict accordance with a plan approved by the City Council;

Using or pledging the use of City property, manpower or resources in connection with grants or cooperative agreements that have not been specifically approved by the City Council;

Selectively enforcing, or not enforcing the laws on the basis of race, creed, color, ethnicity, gender or religion, or with the intent of furthering officer's own personal convenience or that of the officer's spouse or immediate relatives.

City of Egegik
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