

CITY OF BETHEL

City Council Meeting Agenda, June 8, 2021 – 6:30 PM

Website: <https://www.cityofbethel.org/council>

Location: ONC Multipurpose Building, 334 Akiachak, Bethel Alaska

Council Members: Mayor Michelle DeWitt, Vice-Mayor Haley Hanson, Perry Barr, Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick



ALL PUBLIC MEETINGS OF THE CITY OF BETHEL WILL BE HELD VIRTUALLY

<https://zoom.us/j/95327684506?pwd=LzdFaGtUZGtrTUVkZ0U1Z2l0NUhuUT09>

Meeting ID: 953 2768 4506

Passcode: 419164

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WRITTEN PUBLIC TESTIMONY

- 1) Email cityclerk@cityofbethel.net by 4:00pm the day of the meeting.
- 2) Specify the written submission is for People To Be Heard.
- 3) Provide full real name of the person making submission.

Public testimony may be summarized if the length of the submission exceeds the five minutes time limit.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON
5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA
6. APPROVAL OF MEETING MINUTES
 - 6.1. *5-18-2021 Special City Council Budget Meeting
 - 6.2. *5-20-2021 Special City Council Budget Meeting
 - 6.3. *5-25-2021 Regular City Council Meeting
 - 6.4. *5-27-2021 Special City Council Budget Meeting
7. REPORTS OF STANDING COMMITTEES

Posted June 2, 2021 at City Hall, AC Co., Swanson's, ONC Multipurpose Building, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

7.1. Committee/Commission/Board Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 21-23: Amending Bethel Municipal Code Chapter 13.08 Sewer Services To Clarify The Responsibilities And Liabilities Of Customers To Monitor And Maintain Sewage Holding Tanks (Public Works Committee)
- 9.2. Public Hearing Of Ordinance 21-24 Amending Bethel Municipal Code To Clarify Utility Rates For Extra Water Delivery And Extra Sewage Tank Evacuation (Public Works Committee)
- 9.3. Public Hearing Of Budget Ordinance 20-12 (o): Amending The City Of Bethel Fiscal Year 2021 Budget To Allocate Funds For Rental Space For In Person Meetings (City Manager Williams)
- 9.4. Public Hearing Of Ordinance 21-25: Establishing A City Of Bethel Budget For Fiscal Year 2022 Beginning July 1, 2021 Ending June 30, 2022 (City Manager Williams)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 21-28: Bethel Municipal Code 4.16.170, Exemption Cards, To Remove The Bethel Residency Requirement For Senior Citizen Sales Tax Exemption Cards (Council Member Springer)
- 10.2. *Introduction Of Ordinance 21-27: Amending The Official Land Use Map Of Bethel By Adopting An Industrial Zoning Designation For 18.2 Acres Of Land Consisting Of Tract A And Tract B Of The Tower Road Subdivision, Section 14, Township 8 North, Range 72 West, Seward Meridian, Bethel, Alaska (Planning Commission)
- 10.3. *AM 21-13: Appointment Of Committee/Commission/Board Members. Jessica Schroeder-Planning Commission (Mayor DeWitt)
- 10.4. AM 21-14: Purchase Of Axon Body-2 Cameras And Accessories With Grant (City Manager Williams)
- 10.5. *AM 21-15: Direct Administration To Negotiate And Execute An Agreement For Finance And Accounting Services With The Company That Received The Highest Average Score From The Three-Person Review Team (City Manager Williams)
- 10.6. AM 21-16: Approve 2021 Local Chamber/Community Organization Vaccination Incentive Grant In The Amount Of \$45,000 From The Alaska Chamber Of Commerce And Alaska Department Of Health And Social Services And Direct City Manager To Sign Grant Documents (City Manager Williams)
- 10.7. *IM 21-08: Presentation Of The City's Water And Sewer Services Expenditures Compared To Budget From July1, 2020 To May 31, 2021 – Utilities Maintenance – Water And Wastewater Activity Report (City Manager Williams)

11. REPORTS

- 11.1. Mayor's Report

Posted June 2, 2021 at City Hall, AC Co., Swanson's, ONC Multipurpose Building, and the Post Office.

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The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

11.2. City Manager's Report

11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted June 2, 2021 at City Hall, AC Co., Swanson's, ONC Multipurpose Building, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 18, 2021 at 6:00 p.m., in the Council chambers, Bethel, Alaska.

Mayor DeWitt called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Conrad McCormick (telephonically) City Council Member Rose Henderson (telephonically) City Council Member Mark Springer (telephonically) City Council Member Alyssa Leary (telephonically) City Council Member Perry Barr (telephonically) Vice-Mayor Haley Hanson (telephonically) Mayor Michelle DeWitt (telephonically)
Members Absent:
Also in attendance were the following:
City Manager Peter Williams (telephonically), City Clerk Lori Strickler (telephonically), City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Motion to approve the agenda.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick

Opposed: | None
Results: | Motion Carries

6. UNFINISHED BUSINESS

Item 6.1. - Fiscal Year 2022 Operating and Capital Budget Review/Amendment

Motion to move into committee of the whole.

Moved by: | Haley Hanson
Seconded by: | Alyssa Leary
In favor: | Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed: | None
Results: | Motion Carries

Motion to move out of committee of the whole.

Moved by: | Haley Hanson
Seconded by: | Alyssa Leary
In favor: | Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed: | None
Results: | Motion Carries

Motion to amend the proposed budget to:

Amend 10-70-668, Public Works Property Maintenance, Other Purchased Services to strike \$25,000 and insert \$45,000.

Direct Administration to amend 27-50 to identify a way to reduce the operating budget by \$2,955.

Amend YKRHASTC 10-50 46-415 Revenue Line Remote Sellers Sales Tax to strike 0 and insert \$50,000.

Amend YKRHASTC 10-50 46-416 Penalties and Interest to strike 0 and insert \$6,250.

Amend E911 Services Fund 41-50-732, Rents and Leases to strike 0 and insert 5,800.

Amend Hauled Refuse 50-70-691, Dumpsters to strike \$40,000 and insert \$60,000

Direct Administration to look at the range and pay for 51-84 R5 25108 Water Treatment Facilities Coordinator.

Amend 51-85-699, Hauled Sewer Short Lived Assets Strike 0 and insert 182,825.

Amend 51-86-699, Piped Sewer Short Lived Assets to come out of the Project Line Strike 0 and insert 182,825.
Amend Vehicle Maintenance 57-50-683, Minor Equipment to strike 15,000 and insert 25,000.

Moved by:	Haley Hanson
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

7. NEW BUSINESS

Item 7.1. - Resolution 21-10: Responding To The COVID-19 Public Health Emergency, Repealing And Replacing Resolution 20-17, And Establishing Standards For In-Person Participation At City Meetings (Council Member Henderson)

Motion to adopt Resolution 21-10.

Moved by:	Rose Henderson
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

8. ADJOURNMENT

Moved by:	Alyssa Leary
Seconded by:	Mark Springer
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Council adjourned at 8:41 p.m.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 20, 2021 at 6:00 p.m., in the Council chambers, Bethel, Alaska.

Mayor DeWitt called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Alyssa Leary (telephonically) Vice-Mayor Haley Hanson (telephonically) City Council Member Perry Barr (telephonically) City Council Member Conrad McCormick (telephonically) Mayor Michelle DeWitt (telephonically) City Council Member Mark Springer (telephonically) <i>arrived after roll call at 6:10 p.m.</i>
Members Absent:
City Council Member Rose Henderson
Also in attendance were the following:
City Manager Peter Williams (telephonically), City Clerk Lori Strickler (telephonically), City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Motion to approve the agenda.

Moved by:	Haley Hanson
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Michelle DeWitt, Conrad McCormick
Opposed:	None
Results:	Motion Carries

6. UNFINISHED BUSINESS

Item 6.1. - Fiscal Year 2022 Operating and Capital Budget Review/Amendment

Motion to move into committee of the whole.

Moved by:	Conrad McCormick
Seconded by:	Haley Hanson
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Michelle DeWitt, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Council Member Springer arrived at 6:10 p.m.

Motion to move out of committee of the Whole.

Moved by:	Conrad McCormick
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Michelle DeWitt, Conrad McCormick, Mark Springer
Opposed:	None
Results:	Motion Carries

Amend line items 10-53:

622, Telephone Striking \$500 and inserting \$300
649, Other Professional Services striking \$100,000 and inserting \$115,000
669, Other Purchased Services striking \$12,000 and inserting \$103,000
724, Dues and Subscriptions striking \$750 and inserting \$250
736, Bank Charges strike \$45,000 and insert \$62,000
737 IRS Penalties and Interest striking \$50,000 and inserting \$5,000
799 Miscellaneous Expenses striking \$45,000 and insert \$5,000

Amend YKRAHSC 10-50

46-412 Sales Tax striking \$500,000 and inserting \$514,586
46-413 Alcohol Tax striking \$20,000 and inserting \$16,666
46-414 Marijuana Tax striking \$40,000 and inserting \$25,000

E911 Services Fund 41-50-724 Dues and Subscriptions to strike 19,000 and insert 0.

Bethel Public Transit system

56-50-41-413 Rev-Federal Transit 5311 strike \$227,579 and insert \$257,825

56-5072-42415 Rev Cares Act Transit Grant

56-50-600 Tires/Wheels/Chains strike 0 and insert \$2,000

56-50-601 Vh. Maint strike \$7,644 and insert \$6,920

56-50-602 Gasoline/Diesel/Oil strike \$25,000 and insert \$26,000

56-50-646 Drug Testing/Background Checks strike \$500 and insert \$1,500.

Direct administration to review and confirm leased property rates.

Moved by:	Alyssa Leary
Seconded by:	Haley Hanson
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Michelle DeWitt, Conrad McCormick, Mark Springer
Opposed:	None
Results:	Motion Carries

7. NEW BUSINESS

8. ADJOURNMENT

Motion to adjourn.

Moved by:	Haley Hanson
Seconded by:	Mark Springer
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Michelle DeWitt, Conrad McCormick, Mark Springer
Opposed:	None
Results:	Motion Carries

Council Adjourned at 7:55 p. m.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on May 25, 2021 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

Mayor DeWitt called the meeting to order at 6:31 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Alyssa Leary City Council Member Rose Henderson City Council Member Conrad McCormick City Council Member Mark Springer Mayor Michelle DeWitt
Members Absent:
Vice-Mayor Haley Hanson City Council Member Perry Barr
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Lorin Bradbury- Spoke in support of the proposed amendments presented on the utility exemption for Ordinance 21-14. Requested the mask mandates ordinance be repealed.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Conrad McCormick
Seconded by:	Mark Springer
In favor:	Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Remove from Consent agenda, Council Member Springer 10.4, Budget Ordinance 20-12 (o).

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *5-4-2021 Special City Council Budget Meeting
Passed on the consent agenda.

Item 6.2. - *5-6-2021 Special City Council Budget Meeting
Passed on the consent agenda.

Item 6.3. - *5-11-2021 Regular City Council Meeting
Passed on the consent agenda.

Item 6.4. - *5-13-2021 Special City Council Budget Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission/Board Agendas And Draft Meeting Minutes

Port Commission, Council Member Springer- No report.

Planning Commission- No one available to provide a report.

Community Action Grant Technical Review Board- No one available to provide a report.

Parks, Recreation, Aquatic Health and Safety Center Committee, Mayor DeWitt-A meeting has not been held since the last City Council Meeting.

Finance Committee, Council Member McCormick- Reviewed amendments to the sales tax ordinance and provided recommendations to the Council for consideration.

Public Works Committee, Council Member Leary- No report.

Public Safety and Transportation Commission, Council Member Henderson- A meeting has not been held since the last City Council Meeting.

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Alaska Redistricting Presentation From The Alaska Redistricting Board's Deputy Director, TJ Presley

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 21-14: Amending Bethel Municipal Code 4.16.160 Sales Tax Exemptions And Limitations

Mayor DeWitt was determined to have a conflict of interest on this issue at a previous regular meeting by a majority vote of the members.

Motion to nominate Mark Springer as mayor pro tempore.

Moved by:	Rose Henderson
Seconded by:	Alyssa Leary
In favor:	Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Mayor Pro Tempore Springer opened the Public Hearing.

No one present to be heard.

Mayor Pro Tempore Springer closed the Public Hearing.

Motion to adopt Ordinance 21-14 was made at the April 27th Regular Meeting by Council Member McCormick and seconded by Council Member Henderson.

Moved by:	Conrad McCormick
Seconded by:	Rose Henderson
In favor:	Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Motion to amend to strike under 4.16.160 R: Costs incurred by owners/landlords for rental units, such as included utilities, fuel or any other expenses are not exempt unless the sales tax is paid by owners/landlords in the purchase of fuel and electricity with the costs of such purchase is provided as part of that total rental costs. And insert: Utility charges subject to sales tax that are paid by a tenant to the lessor, and that are part of a payment to use or occupy real property, are exempt if:

1. the lessor has paid sales tax on the purchase of such utilities;
2. the utility charges billed by the lessor to the tenant are the same or lower than those paid by the lessor; and
3. the utility charges billed by the lessor to the tenant are itemized per rental on the sales tax exemption form.

Moved by:	Conrad McCormick
Seconded by:	Rose Henderson
In favor:	Alyssa Leary, CJ McCormick
Opposed:	Rose Henderson, Mark Springer
Results:	Motion does not carry

Motion to amend subsection R to strike the section entirely.

Moved by:	Rose Henderson
Seconded by:	Alyssa Leary
In favor:	Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Ordinance 21-20: Repealing Chapters 2.24 (Planning Commission), 2.25 (Public Safety And Transportation Commission), 2.52 (Boards, Committees And Commissions), And 14.04 (Port Commission) And Establishing Chapter 2.60 (Committees Commissions And Ad Hoc Committees) (Mayor DeWitt)

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Ordinance 21-20.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 9.3. - Public Hearing Of Ordinance 21-21: Amending Chapter 5.20 (General Provisions Related To Taxicabs, Chauffeurs, And Dispatch Services) By Removing The Public Safety And Transportation Commission From That Chapter

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Ordinance 21-21.

Moved by:	Mark Springer
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Seconded by:	Rose Henderson
In favor:	Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 9.4. - Public Hearing Of Ordinance 21-22: Authorizing The Acquisition Of Interest In Land For A Utility Easement From Frank Jones Involving The Bethel Avenues Piped Water And Sewer Project - Phase I

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Ordinance 21-22.

Moved by:	Mark Springer
Seconded by:	Rose Henderson
In favor:	Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 9.5. - Public Hearing Of Budget Ordinance 20-12(n): Amending The City Of Bethel Fiscal Year 2021 Budget- Fuel Tank Farm Review (City Manager Williams)

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 20-12(n).

Moved by:	Rose Henderson
Seconded by:	Mark Springer
In favor:	Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - Public Hearing Of Emergency Ordinance 21-25: Extending And

Amending Emergency Ordinances 21-17, 21-10, 21-03, 20-38, 20-34, And 20-27
Establishing A Mandate Within The City Of Bethel That Masks Or Similar Face-
Coverings Be Worn Under Certain Conditions

Mayor DeWitt opened the Public Hearing.

Lorin Bradbury-Spoke in opposition to the continuation of the mask mandate.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 21-25.

Moved by:	Mark Springer
Seconded by:	Conrad McCormick
In favor:	Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Motion to amend to insert under Subsection 4, Mandates for Vaccinated People,
Obtaining Services from a healthcare facility.

Moved by:	Conrad McCormick
Seconded by:	Mark Springer
In favor:	Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 10.2. - *Introduction Of Ordinance 21-23: Amending Bethel Municipal Code
Chapter 13.08 Sewer Services To Clarify The Responsibilities And Liabilities Of
Customers To Monitor And Maintain Sewage Holding Tanks

Passed on the consent agenda.

Item 10.3. - *Introduction Of Ordinance 21-24 Amending Bethel Municipal Code To
Clarify Utility Rates For Extra Water Delivery And Extra Sewage Tank Evacuation

Passed on the consent agenda.

Item 10.4. - *Introduction Of Budget Ordinance 20-12(o): Amending The City Of
Bethel Fiscal Year 2021 Budget To Allocate Funds For Rental Space For In Person
Meetings

Council Member Springer declared a conflict of interest on this item as the Executive Director for ONC. Mayor DeWitt confirmed the conflict of interest exists.

Council Member Henderson declared a conflict of interest on this item as an ONC tribal member. Mayor DeWitt confirmed Council Member Henderson does not have a conflict of interest on this issue.

Main Motion: Introduce Budget Ordinance 20-12(o).

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Alyssa Leary, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 10.5. - *Introduction Of Ordinance 21-25: Establishing A City Of Bethel Budget For Fiscal Year 2022 Beginning July 1, 2021 Ending June 30, 2022

Passed on the consent agenda.

Item 10.6. - AM 21-11: Authorizing The Relocation Of City Of Bethel Public Meetings From City Hall, 300 Chief Eddie Hoffman Highway To The ONC Multi-Purpose Building

Council Member Springer declared a conflict of interest on this item as the Executive Director for ONC. Mayor DeWitt confirmed the conflict of interest exists.

Main Motion: Adopt AM 21-11.

Moved by:	Conrad McCormick
Seconded by:	Alyssa Leary
In favor:	Alyssa Leary, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 10.7. - *AM 21-12: Appointment Of Committee/Commission/Board Members- John Jordan II- Public Works Committee

Passed on the consent agenda.

Item 10.8. - *Personnel Leave- City Attorney- June 24 through July 1, and July 22

through August 9

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor DeWitt-Thanked City Attorney, City Clerk and City Manager for their participation this evening.

Council Member Leary-Encouraged people to wear their PFDs.

Council Member Springer- Wear the PFD. The weather is hot and dry; please be careful when riding dirt-bikes and motorcycles which can spark and start a fire. Please remember the best dust control is your rearview mirror.

Council Member Henderson-Reiterated the importance of PFDs on the river. Is excited for the opportunity to meet in person. Be safe on the roadways.

Council Member McCormick-Thanked Manager Williams for his comments about getting vaccinated. The second-best thing you can do right now is to encouraged other people to get vaccinated. Thanked everyone that has been picking up trash.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Rose Henderson
In favor:	Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Meeting ended at 8:27 p.m.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 27, 2021 at 6:00 p.m., in the Council chambers, Bethel, Alaska.

Mayor DeWitt called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Conrad McCormick City Council Member Rose Henderson (telephonically) City Council Member Alyssa Leary (telephonically) Mayor Michelle DeWitt (telephonically) Vice-Mayor Haley Hanson
Members Absent:
City Council Member Mark Springer City Council Member Perry Barr
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Moved by:	Haley Hanson
Seconded by:	Conrad McCormick
In favor:	Haley Hanson, Alyssa Leary, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

6. UNFINISHED BUSINESS

Item 6.1. - Fiscal Year 2022 Operating and Capital Budget Review/Amendment

Motion to move into committee of the whole.

Moved by:	Conrad McCormick
Seconded by:	Rose Henderson
In favor:	Haley Hanson, Alyssa Leary, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Motion to leave committee of the whole.

Moved by:	Conrad McCormick
Seconded by:	Rose Henderson
In favor:	Haley Hanson, Alyssa Leary, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Motion to amend to:

Amend Revenue to Strike first column and insert second column.

401	Revenue Sales Tax	6,175,000	7,500,000
402	Alaska Remote Sellers Sales Tax	600,000	500,000
403	Penalties and Int	75,000	100,000
420	Marijuana Tax	750,000	850,000

Motion to amend fire department

10-60-511	Medicare	\$694	\$10,285
10-60-512	Employee Group Benefits	\$10,285	\$203,424

10-60-515	Unemployment Insurance	\$203,424	\$12,625
10-60-516	Workers Compensation	\$12,625	\$18,323
10-60-517	PERS	\$18,323	\$156,045

Motion to amend other leased properties:

53-44-452	Lease - Tower Road (FW)	\$64,800	\$12,600
53-44-453	Lease - YKHC Warehouse	\$0	\$4,200
Unassigned'	YKHC Rented Building Next to Transit	\$0	\$19,200
53-44-472	Lease-DMV @ 1010	\$12,060	\$12,120
53-44-479	Lease-Land AVCP Headstart	\$1,800	\$2,400

Motion to amend Courthouse Lease.

53-44-447	SoA - Dept of Law	\$157,000	\$161,785
53-55-663	Janitorial Services	\$89,400	\$111,600
27700	Court Complex Bond Principal	\$0	\$222,625
53-55-714	Court Complex Bond Interest	\$213,225	\$32,625

Moved by:	Conrad McCormick
Seconded by:	Rose Henderson
In favor:	Haley Hanson, Alyssa Leary, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

7. NEW BUSINESS

8. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Haley Hanson
Seconded by:	Conrad McCormick

In favor:	Haley Hanson, Alyssa Leary, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Meeting ended at 9:05 p.m.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

PUBLIC NOTICE
REGULAR MEETING OF THE
Community Action Grant Technical Review Board
Wednesday, June 2, 2021, 7:00 p.m.
Council Chambers, 300 State Highway, Bethel, Alaska



Members S. Grady Deaton, Chair Leif Albertson, Vice-Chair Perry Barr, Council Rep. Jennifer Dobson Louise Russell Lucinda Alexie Ex-Officio John Sargent Recorder John Sargent	All City of Bethel public participation must be done through the zoom virtual meeting format. Join Zoom Meeting https://zoom.us/j/98106843835?pwd=R3VXVmpnSDhST2ZGMVF5MDRyam04UT09 Meeting ID: 981 0684 3835 Passcode: 984086 One tap mobile +16699009128,,98106843835#,,,,*984086# US (San Jose) +12532158782,,98106843835#,,,,*984086# US (Tacoma) Dial by your location +1 669 900 9128 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 646 558 8656 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) 833 548 0282 US Toll-free 877 853 5257 US Toll-free 888 475 4499 US Toll-free 833 548 0276 US Toll-free Meeting ID: 981 0684 3835 Passcode: 984086 Find your local number: https://zoom.us/j/adc1qOgfP2
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- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVE AGENDA
- V. APPROVE MINUTES
 - A. March 18, 2021 Regular Meeting.

VI. UNFINISHED BUSINESS

- A. Review amount of CAG funding available.
- B. Review, discuss, and score applications and responses received (may include questions to applicants in attendance).
- C. Review/revise application, forms, & processes.
- D. Update on previous award recipients, projects funded, final reports, CAG award agreements, and other follow-up issues.

VII. COMMISSION MEMBER COMMENTS

VIII. ADJOURNMENT

POSTED: Post Office, AC, AC Quickstop, Swanson's, and City Hall

PUBLIC NOTICE
REGULAR MEETING OF THE
Community Action Grant Technical Review Board
Wednesday, June 9, 2021, 7:00 p.m.
Council Chambers, 300 State Highway, Bethel, Alaska



Members S. Grady Deaton, Chair Leif Albertson, Vice-Chair Perry Barr, Council Rep. Jennifer Dobson Louise Russell Lucinda Alexie Ex-Officio John Sargent Recorder John Sargent	All City of Bethel public participation must be done through the zoom virtual meeting format. Join Zoom Meeting https://zoom.us/j/98346038486?pwd=SIBYeFVsQnlHbE9XcURBZ05la3JqZz09 Meeting ID: 983 4603 8486 Passcode: 078309 One tap mobile +13462487799,,98346038486#,,,,*078309# US (Houston) +16699009128,,98346038486#,,,,*078309# US (San Jose) Dial by your location +1 346 248 7799 US (Houston) +1 669 900 9128 US (San Jose) +1 253 215 8782 US (Tacoma) +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 301 715 8592 US (Washington DC) 877 853 5257 US Toll-free 888 475 4499 US Toll-free 833 548 0276 US Toll-free 833 548 0282 US Toll-free Meeting ID: 983 4603 8486 Passcode: 078309 Find your local number: https://zoom.us/u/aNE7BsLds
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- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVE AGENDA
- V. APPROVE MINUTES
 - A. June 2, 2021 Regular Meeting.

VI. UNFINISHED BUSINESS

- A. Review amount of CAG funding available.
- B. Review, discuss, and score applications and responses received (may include questions to applicants in attendance).
- C. Review/revise application, forms, & processes.
- D. Update on previous award recipients, projects funded, final reports, CAG award agreements, and other follow-up issues.

VII. COMMISSION MEMBER COMMENTS

VIII. ADJOURNMENT

POSTED: Post Office, AC, AC Quickstop, Swanson's, and City Hall

City of Bethel, Alaska

Planning Commission

May 13, 2021

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held virtually via Zoom on May 13, 2021. The Chair of Commission, Kathy Hanson called the meeting to order at 6:31 PM.

II. ROLL CALL:

Compromising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, Lorin Bradbury, John Guinn, Alex Wasierski, Shadi Rabi, Stanley Hoffman Jr., and Haley Hanson. Brian Henry arrived late at 7:15pm.

Also Present: Ted Meyer, City Planner; Pauline Boratko, Recorder

III. PEOPLE TO BE HEARD:

Elizabeth Alexie- opposes the Marijuana CUP
John Simon- opposes the Marijuana CUP.

IV. APPROVAL OF THE AGENDA:

MOVED:	Lorin Bradbury	Motion the approve the agenda
SECONDED:	John Guinn	
VOTE ON MOTION	Unanimous	

V. APPROVAL OF THE MINUTES:

MOVED:	Haley Hanson	Motion to approve the meeting minutes from April 8, 2021
SECONDED:	Shadi Rabi	
VOTE ON MOTION	Unanimous	

VI. SPECIAL ORDER OF BUSINESS:

VII. NEW BUSINESS:

- A. PUBLIC HEARING: On March 15, 2021, the City of Bethel Planning Office received an application from the Bethel Native Corporation to apply an industrial zoning designation to 18.2 acres of land bordering Noel Polty Boulevard and just southeast of the Tower Road intersection. Legal Description: Plat 2004-16 Tract 16A. Land Owner & Applicant: Bethel Native Corporation

Chair of the Commission Kathy Hanson opened up the public hearing.

The Chair asked members of the Commission to disclose any conflicts of interest or Ex Parte Communications they may have had on the action before them.

Stanley Hoffman Jr. stated that he is the husband of CEO and Applicant of Bethel Native Corporation, Ana Hoffman

Alex Wasierski stated that he is building a house for Ana Hoffman.

Testimony by Interested Parties:

Ted Meyer, City Planner gave his report.

President and CEO of Bethel Native Corporation Ana Hoffman spoke on their behalf.

Deliberation took place amongst commissioners.

MOVED:	Lorin Bradbury	Motion to approve the request to apply industrial zoning to Plat 2004-16 Tract 16A. Resolution 2021-02
SECONDED:	Shadi Rabi	
VOTE ON MOTION	7-yes; 0-no; unanimous	

Chair of the Commission Kathy Hanson closed the public hearing.

- B. Public Hearing: Conditional Use Permit to open marijuana retail store at 1510 Chief Eddie Hoffman Highway inside the existing building that houses the Q2 convenient store: postponed until June 2021 regular meeting.

VIII. UNFINISHED BUSINESS:

IX. PLANNER'S REPORT: Ted Meyer gave his report.

X. COMMISSIONER'S COMMENTS:

- K. Hanson-I would like us to zone Kasayuli.
H. Hanson- no comment.
S. Rabi- no comment.
A. Wasierski- would like to see Kasayuli zoning come up.
J. Guinn- no comment.
S. Hoffman-no comment.
B. Henry-no comment
L. Bradbury- I think it's time to return to in person meetings.

X. ADJOURNMENT:

MOVED:	Lorin Bradbury	Motion to adjourn the meeting.
SECONDED:	Shadi Rabi	
VOTE ON MOTION	Unanimous	

With no further business the meeting adjourned at 7:46 pm

APPROVED THIS ____ DAY OF _____, 2021

Kathy Hanson, Chair

ATTEST: Pauline Boratko, Recorder

CITY OF BETHEL, ALASKA

Ordinance #21-23

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTER 13.08 SEWER SERVICES TO CLARIFY THE RESPONSIBILITIES AND LIABILITIES OF CUSTOMERS TO MONITOR AND MAINTAIN SEWAGE HOLDING TANKS

WHEREAS, the City of Bethel wishes to clarify the responsibilities and liabilities of each hauled services customer to monitor and maintain their sewage holding tank;

WHEREAS, the City is unable to monitor the amount of waste in each customer's holding tank: accordingly, each customer must be solely responsible for monitoring waste level and preventing tank overflow;

WHEREAS, the sewer Code should mirror the language of the hauled water utility provisions and clarify when the City cannot provide service;

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA:

SECTION 1. This is a codified Ordinance of general and permanent nature and shall become part of the Bethel Municipal Code.

SECTION 2. Bethel Municipal Code Chapter 13.08, Sewer Services is amended as follows; new language is underlined and old language is stricken.

13.08.160 Hauled services holding tanks.

A. All persons required to subscribe to sewer collection services but to whom a sewer line is not available shall have sewage collected from their property or residence; provided, that the location, type of holding tank, and access thereto is approved by the department. Quantity and frequency of sewer services shall be determined by regulations or orders of the department and approved by the council ~~by resolution~~, and the rate charged for such sewage collection services shall be determined by the council

by ordinance. Sewage tanks must be a minimum of two hundred (200) gallons above the required water tank size.

B. All sewage holding tanks shall be equipped with an operating, three- (3-) inch, female camlock device. ~~No evacuation service may be provided after October 30, 1999, to a holding tank unless it is equipped with a properly operating, compatible camlock.~~

13.08.240 Sanitary facilities nuisance declared.

Any building inhabited or owned by any person required to subscribe to sewage collection services for which no subscription for sewage service has been made, or for which delinquent charges for sewage services exist, or whose facilities for the disposal of sewage are not in serviceable working order, or have not been approved by either the city or the state, or whose sewage facilities consist solely of a sanitary can, or whose sewage facilities leak or overflow, or whose sewage facilities are unsanitary or dangerous to health or safety shall be and is deemed and declared a common or public nuisance.

13.08.250 Access

13.08.250 Access for sewer evacuation.

A. The customer is responsible for maintaining their driveway clear and accessible on dates of scheduled and requested sewage tank evacuation.

B. The city will not provide sewage tank evacuation service to an address if the driveway is not accessible. This includes any obstruction including but not limited to, parked vehicles, freezer vans, snow, ice, animals, wastes, toys, appliances, or snowmobiles.

C. If the camlocks are frozen and the city does not have access to evacuate the holding tank, the city will not evacuate the tank.

D. If the city cannot service the sewage tank due to the circumstances described in this section, the city will leave a blue tag at the customer's address describing the problem in sufficient detail to allow the customer an opportunity to address the issue before the next regularly scheduled delivery.

E. A credit for service will not be given for services missed because of a customer's action or inaction.

13.08.270 Liability of city and responsibility of customer.

The city shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the customer service line or the customer's plumbing or equipment, nor shall the city be liable for loss or damage due to interruption of sewer service.

The customer is responsible for maintaining and monitoring the collection of waste in their holding tank and shall ensure prevention of overflow, leakage, and discharge of waste onto the ground. The City shall not be liable for any loss or damage of any nature whatsoever caused by holding tank overflow or discharge of waste onto the ground.

SECTION 4. This Ordinance shall become effective immediately following adoption by the Bethel City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS 8th DAY OF JUNE 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #21-24

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE TO CLARIFY UTILITY RATES FOR EXTRA WATER DELIVERY AND EXTRA SEWAGE TANK EVACUTATION

WHEREAS, the City of Bethel must operate a utility that is cost-effective and efficient to operate, but the hauled utility division has experienced operational loss due to customers being unprepared for the delivery or evacuation services;

WHEREAS, this problem is especially acute in calls for extra service that require drivers to alter their scheduled route and sometimes do so after hours to provide the requested services;

WHEREAS, the City wishes to provide a more flexible hauled utility service that reduces the cost burden to utility customers where possible, while also ensuring the customers remain responsible for certain costs incurred by the utility;

WHEREAS, hauled utility customers are responsible for monitoring their tanks, both water and sewer, to ensure operation, function, and capacity are adequate;

WHEREAS, by eliminating the required extra evacuation for any extra delivery of water, the City is providing more flexibility to the customer to determine their needs, which in turn will reduce cost to many users;

WHEREAS, the City's current utility rate charges do not account for how those charges are applied if the delivery service is unsuccessful due to the customer's lack of preparation for the delivery;

WHEREAS, updating the Code language will provide clear guidance in the City's utility billing;

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA:

SECTION 1. This is a codified Ordinance of general and permanent nature and shall become part of the Bethel Municipal Code.

SECTION 2. Bethel Municipal Code Chapter 13.08.050 is amended as follows; new language is underlined old language is stricken.

Chapter 13.16 UTILITY RATES

13.16.050 Hauled water/sewer services extra call/haul request.

A. Any hauled water customer may request an extra call for water delivery and/or an extra call for sewer evacuation, on a form provided by the finance department indicating the number of gallons of water requested and/or the number of gallons of sewer evacuation. Each extra call for water delivery and/or sewer evacuation shall be charged the corresponding rate provided in BMC 13.16.020 and/or 13.16.040, Extra Delivery and/or Haul. There is a 200-gallon minimum for an extra request for service. ~~Each extra call for water delivery will have a corresponding extra haul for sewer evacuation at the rate corresponding to the number of gallons requested for the extra call for water, to be paid at the same time as the extra call for water.~~ The customer is responsible for ensuring adequacy in the sewer tank capacity to prevent sewer overflow.

B. Hauled services extra call after regular business hours shall be the corresponding rate listed in BMC 13.16.020(B) or 13.16.030(B) depending on the type of service and the zone, plus one hundred fifty dollars (\$150).

C. If an extra service attempt fails due to BMC 13.04.210, Customer's plumbing, or the driver is unable to access the property as provided for in BMC 13.04.305, Access for water delivery, or BMC 13.08.250, Access for sewer evacuation, the customer remains responsible for the charges associated with the requested service.

Introduced by: Public Works Committee
Introduction Date: May 25, 2021
Public Hearing Date: June 8, 2021
Action:
Vote:

SECTION 4. This Ordinance shall become effective immediately following adoption by the Bethel City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS 8th DAY OF June 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Peter A. Williams, City Manager
Introduction Date: May 25, 2021
Public Hearing Date: June 8, 2021
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 20-12 (o)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2021 BUDGET TO ALLOCATE FUNDS FOR RENTAL SPACE FOR IN PERSON MEETINGS

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2021.

WHEREAS, the Bethel City Council Chambers will be undergoing roof repair between the months of June and August;

WHEREAS, the city has identified the ONC Multi-Purpose Building to have of adequate size for the hosting of in person meetings while still maintaining mitigation standards to help protect the public, our volunteers and staff from the spread of COVID-19;

WHEREAS, the rental of the space was an unexpected expense and therefore not accounted for in the City's Fiscal Year 2021 Operating Budget;

O-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-51-669	Other Professional Fees	6,500	\$7,000	\$13,500
10-10100	Fund Balance – General Fund- Cash in Combined Fund	13,983,000	(\$7,000)	<u>(\$7,000)</u>

SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

Introduced by: Peter A. Williams, City Manager
Introduction Date: May 25, 2021
Public Hearing Date: June 8, 2021
Action:
Vote:

**ENACTED THIS 8TH DAY OF JUNE 2021 BY A VOTE OF ____ IN FAVOR AND
____ OPPOSED.**

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager Peter Williams
Introduction Date: May 25, 2021
Public Hearing: June 8, 2021
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE # 21-25

AN ORDINANCE ESTABLISHING A CITY OF BETHEL BUDGET FOR FISCAL YEAR 2022 BEGINNING JULY 1, 2021 ENDING JUNE 30, 2022

Be it Ordained by the City Council of Bethel as follows:

Section 1. This ordinance is a non-code ordinance, establishes a City of Bethel Annual Budget for fiscal year 2022.

Section 2. That money shall be appropriate from the City's funds for operating and capital expenditures.

GENERAL FUND

	Proposed Budget	Adopted Budget
General Fund - Operating		
City Administration	\$ 780,481	\$ 770,481
City Clerk & Council	\$ 388,585	\$ 388,585
Finance Department	\$ 1,737,067	\$ 1,731,625
Planning Department	\$ 374,282	\$ 371,726
Information Technology Services	\$ 757,510	\$ 757,510
City Attorney	\$ 294,993	\$ 295,939
Fire Department	\$ 1,568,342	\$ 1,643,032
Police Department	\$ 4,077,149	\$ 4,077,149
Public Works-Administration	\$ 80,683	\$ 80,683
Streets & Roads	\$ 1,934,730	\$ 1,934,730
Property Maintenance	\$ 602,846	\$ 602,846
Community Services	\$ 324,520	\$ 327,120
In-Kind & Transfers	\$ 745,000	\$ 745,000
Indirect Cost Recovery	\$ 2,046,084	\$ 2,046,084
TOTAL GENERAL FUND - OPERATING	\$ 15,712,272	\$ 15,772,510
General Fund - Payments on Debt		
Streets & Roads	\$ -	\$ 27,000
TOTAL GENERAL FUND - PAYMENTS ON DEBT	\$ -	\$ 27,000.00
General Fund - Transfers		
Transfers To - Fleet Replacement Fund	\$ -	\$ 100,000

Transfers To - YKRW Aquatic Center	\$	560,000	\$	560,000
Transfers To - Transit	\$	85,000	\$	85,000
TOTAL GENERAL FUND - Transfers	\$	645,000	\$	645,000
TOTAL GENERAL FUND	\$	15,067,272	\$	15,100,510

Special Revenue Funds

CSP	\$	358,344	\$	358,344
E-911 Services	\$	129,663	\$	129,663
TOTAL SPECIAL REVENUE FUNDS	\$	488,007	\$	488,007

Enterprise Fund-YK Regional Health & Aquatic Center

YK H&F Center

TOTAL ENTERPRISE FUND-YK Regional Pool	\$	1,599,037	\$	1,599,037
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Enterprise Fund-Solid Waste

Hauled Refuse	\$	440,772	\$	440,772
Landfill Operations	\$	606,574	\$	606,574
TOTAL ENTERPRISE FUND-SOLID WASTE	\$	1,047,346	\$	1,047,346

Enterprise Fund-Water & Sewer

Utility Billing	\$	308,703	\$	308,703
Hauled Water	\$	2,127,463	\$	2,127,463
Hauled Sewer	\$	2,227,539	\$	2,227,539
Piped Water	\$	558,073	\$	544,573
Piped Sewer	\$	1,264,410	\$	1,076,943
Water Treatment - BH	\$	674,288	\$	674,288
Water Treatment - CS	\$	855,270	\$	849,885
Sewer Lagoon	\$	248,662	\$	248,662
TOTAL ENTERPRISE FUND-WATER & SEWER	\$	8,264,408	\$	8,058,056

Enterprise Fund-Port

Municipal Dock-Operating	\$	638,086	\$	638,086
Municipal Dock-Small Boat Harbor	\$	197,393	\$	197,393
TOTAL ENTERPRISE FUND - PORT	\$	835,479	\$	835,479

Enterprise Fund-Leased Properties

Court Complex	\$	432,691	\$	432,691
Other Leased Properties	\$	126,180	\$	126,180
Debt Payments	\$	213,225	\$	213,225
Capital Expenditures	\$	-	\$	-
TOTAL ENTERPRISE FUND-LEASED PROPERTIES	\$	772,096	\$	772,096

Enterprise Fund-Bethel Public Transit System

Transit System	\$	435,416	\$	435,416
Capital Expenditures	\$	-	\$	-
TOTAL ENTERPRISE FUND-TRANSIT SYSTEM	\$	435,416	\$	435,416

Internal Svc Fund-Employee Group Health Benefits

Employee Group Health Benefits	\$	2,932,102	\$	2,932,102
TOTAL INTERNAL SVC FUND-EMP GROUP HEALTH	\$	2,932,102	\$	2,932,102

Internal Svc Fund-Vehicle & Equipment Maint.

Vehicle & Equipment Maintenance	\$	1,030,536	\$	1,030,536
TOTAL INTERNAL SVC FUND-VEHICLE & EQUIP	\$	1,030,536	\$	1,030,536

Endowment Fund

Transfers Out	\$	24,500	\$	24,500
TOTAL ENDOWMENT FUND	\$	24,500	\$	24,500

SECTION 3. NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2022 operating budget is adopted for a period of one year, from July 1, 2021 through June 30, 2022.

ENACTED THIS 8th DAY OF JUNE 2021, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Michelle DeWitt, Mayor

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #21-28

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 4.16.170, EXEMPTION CARDS, TO REMOVE THE BETHEL RESIDENCY REQUIREMENT FOR SENIOR CITIZEN SALES TAX EXEMPTION CARDS

WHEREAS, in 2017, the City of Bethel amended the sales tax chapter of the Bethel Municipal Code to modify how the municipality issues senior sales tax exemption cards;

WHEREAS, the 2017 amendment allowed Bethel-resident senior citizens to qualify for the exemption, but not senior citizens who did not reside in Bethel;

WHEREAS, the City of Bethel recognizes the cost of living in the Yukon-Kuskokwim Delta region is high, and wishes to promote affordability and tax relief for the elders throughout the region, many of whom come to Bethel to obtain goods and services;

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA:

SECTION 1. This is a codified Ordinance of general and permanent nature and shall become part of the Bethel Municipal Code.

SECTION 2. Bethel Municipal Code Chapter 4.16.170, Sales Tax Exemption Cards, is amended as follows; new language is underlined old language is stricken.

4.16.170 Exemption cards.

A. Sales to retailers, wholesalers, and senior citizens shall be exempted from sales tax only if the person requesting the exemption has obtained and produces a valid exemption authorization card.

B. Federal, state, and tribal entities are not required to produce exemption cards. Sales to these entities are only exempt when the method of payment is made directly

by the federal, state or tribal entity. Payments made by cash, personal check or personal credit card, even if on behalf of a federal, state or tribal entity, are never exempt.

C. *Cost.* The annual charges for an exemption card are as follows:

1. *Retailer/Wholesaler.* One hundred dollars (\$100) (maximum two (2) cards).
2. *Senior Citizen – Initial Card.* Free (maximum one (1) card).
3. *Senior Proxy Card.* Initial proxies: free; replacement/substitute proxies (fifteen dollars (\$15) each).
4. *Replacement Card.* Thirty dollars (\$30) each (first card); forty-five dollars (\$45) (all subsequent replacement cards).

D. With the exception of nonprofit organizations which are covered in BMC [4.16.190](#), any person, corporation or other organization claiming an exemption under BMC [4.16.160](#) shall apply to the city for an exemption authorization card within one (1) month of operating or conducting business or sales or performing services within the city in the first year in which sales are made, and thereafter shall apply by November fifteenth (15th) of each year for the following calendar year. Numbered exemption authorization cards will be issued by the city. The exemption authorization card must be shown to all sellers and must be recorded at the time of sale by the seller. The exemption is valid only for those items that are purchased for resale as described under BMC [4.16.160](#) or are purchased by persons, agencies and organizations that are exempted by city, state or federal law. Any person that believes an attempt to purchase unauthorized items as tax exempt is being made at their place of business may refuse to accept the exemption card.

E. The following require an exemption card in order to qualify for the exemption:

1. Exemptions for sales for resale (sales to retailers);
2. Exemptions for sales to wholesalers; and
3. Exemptions for senior citizens.

F. Persons requesting an exemption card shall apply at the finance department on a form approved by the finance director. The application shall be accompanied by any

applicable fee that is required under this section. The finance director may require additional information of the applicant as necessary to determine whether the application should be granted.

G. The exemption card will include, at a minimum:

1. For resale or wholesale:
 - a. General character of property or service sold by the purchaser in the regular course of business intended for resale;
 - b. Name and address of the purchaser;
 - c. Signature of the purchaser;
 - d. Expiration date; and
 - e. City of Bethel authorization exemption number.
2. For senior citizen:
 - a. Name and address of the qualified senior citizen or proxy;
 - b. Signature of qualified senior citizen or proxy;
 - c. Expiration date;
 - d. City of Bethel authorization exemption number.
3. For all others:
 - a. Name and address of the exempt entity;
 - b. Name and address of the qualified purchaser(s);
 - c. Expiration date; and
 - d. City of Bethel authorized exemption number.

H. *Time Frame.*

1. For resale or wholesale: An exemption card is issued for two (2) years and expires on December thirty-first (31st).
2. For senior citizen: An exemption card expires five (5) years from the date of issuance.
3. For senior proxies: An exemption card expires two (2) years from the date of issuance.

I. *Proof.* The finance director may require, at a minimum, the following proof before issuance of an exemption card:

1. *Retailer Exemption Cards.*

- a. City of Bethel business license;
- b. State of Alaska business license;
- c. If tobacco is to be purchased, must also present proof of state and city tobacco licenses.

2. *Senior Citizen Exemption Cards.*

- a. Proof of meeting the age requirement (must be at least sixty-five (65) years of age on January first (1st) of the year for which the exemption card is applied for); and
- b. Proof of residence within the city of Bethel.

~~J. *Residency Requirement for Senior Citizen Exemption Cards.* Only bona fide residents of the city of Bethel are eligible to hold and use a senior citizen sales tax exemption card. In the event the person ceases to be a bona fide resident of the city, entitlement to the sales tax exemption shall automatically terminate, and the card shall be void as to that sales tax exemption.~~

~~1. For the purposes of this section, "resident of the city of Bethel" means a person who has established a residence in the city and has the intent to remain in the city indefinitely and makes their home in the city. A person demonstrates the intent required under this subsection by maintaining a principal place of abode in the city for at least one hundred eighty (180) consecutive days immediately preceding the date of application for the exemption card.~~

~~2. The one hundred eighty (180) consecutive day period provided for in this section may be reduced to thirty (30) days if:~~

- a. The person has not been absent from the city of Bethel for more than twelve (12) months; and
- b. The person establishes to the satisfaction of the finance director that either:
(i) the absence was for medical treatment of the person or an immediate family member, or (ii) the absence was due to circumstances beyond their control.

K. *Proxy for Senior Citizen Exemption Cards.* If a person who is authorized to receive a senior citizen exemption authorization card is physically or mentally disabled so that the applicant is physically unable to use the card, the applicant may designate up to two (2) proxies on their exemption application. Proxy cards are nontransferable. Only those purchases on behalf of the senior citizen are exempted from the sales tax. Before a proxy card can be issued, the finance director shall require:

1. The names, addresses and legal identifications of the proxy shoppers;
2. Proof that the senior citizen is unable to personally use the card and requires a proxy;
3. Legal proof that the proxy has the authority to represent the senior citizen (for example, a court order appointing the proxy as guardian or a valid power of attorney).

L. *Nontransferable.* An exemption authorization card is nontransferable and must be surrendered to the city finance office upon disqualification for use for any reason.

M. An exemption authorization card executed by the purchaser must be in the possession of the purchaser at the time that an exempt transaction occurs.

N. The finance director may revoke an exemption authorization card after notice to the holder of the certificate and hearing, if the director finds that the holder:

1. Gave materially false information when applying for the exemption authorization card;
2. Used the exemption authorization card in a transaction that was not exempt from sales;
3. Permitted the use of the exemption authorization card by a person other than an authorized agent or employee of the holder of the exemption; or
4. Ceased to be entitled to exemption from sales tax.

O. If the finance director revokes a person's exemption authorization card, that person is no longer exempt from paying sales tax under this chapter until the person obtains a new exemption authorization card which may not occur sooner than one (1) year after the revocation.

Introduced by: Mark Springer
Introduction Date: June 8, 2021
Public Hearing Date: June 22, 2021
Action:
Vote:

P. If the finance director revokes a person's authorization card, that person must pay sales tax, interest, penalties, etc., on all sales made to or by the person which were not duly exempt.

SECTION 3. This Ordinance shall become effective immediately following adoption by the Bethel City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS 22nd DAY OF JUNE 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.**

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Planning Commission

Date: June 8, 2021

Public Hearing: June 22, 2021

Action:

Vote:

CITY OF BETHEL, ALASKA

Ordinance No. 21-27

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE OFFICIAL LAND USE MAP OF BETHEL BY ADOPTING AN INDUSTRIAL ZONING DESIGNATION FOR 18.2 ACRES OF LAND CONSISTING OF TRACT A AND TRACT B OF THE TOWER ROAD SUBDIVISION, SECTION 14, TOWNSHIP 8 NORTH, RANGE 72 WEST, SEWARD MERIDIAN, BETHEL, ALASKA.

WHEREAS, Bethel Municipal Code Section 18.04.050A (Zoning Jurisdiction) states the territorial jurisdiction under this title shall include all lands located within the corporate limits of the city. The provisions of this title shall apply equally to private and public property except to the extent prohibited by law, and

WHEREAS, BMC Section 18.04.030B (Zoning Application) states that no structure or land shall be used or occupied and no structure or part thereof shall be erected, moved, or altered except in conformity with the provisions of this Title, and

WHEREAS, BMC Section 18.40.010 states the Industrial District is intended to apply to areas where industrial development is the predominant, or is expected to be the predominant use, and

WHEREAS, Tracts A and B consist of 18.2 acres that will form a small enclave of industrial uses next to the abutting Airport Buffer Zone on Noel Polty Road, 450-feet south of the Tower Road turnoff, and

WHEREAS, the Planning Commission held a public hearing on Thursday, May 13, 2021 for reviewing the Industrial Zoning designation request from the Bethel Native Corporation and agreed with the city planner that the proposed zoning satisfies BMC 18.76.040 (B) which states the planning department may only recommend approval of the map amendment to the Planning Commission, if it makes and supports the following findings regarding the proposed zoning:

- Is consistent with the Comprehensive Plan.
- Is suited to the area.
- Is compatible with principle and permitted uses within 1,000 feet
- Constitutes an expansion of an area of the same designation or is at least 2 acres in size

- Has adequate water and sewage availability, and

WHEREAS, the Planning Commission also agreed that all 26 principle uses and four conditional uses allowed in BMC 18.40.020 and 18.40.030 (Industrial Uses) would be compatible for development of Tracts A & B, Tower Road Subdivision, and

NOW, THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska that: the Official Land Use Map of Bethel shall be amended to show an Industrial Zone designation for Tracts A and B of the Tower Road Subdivision, Section 14, Township 8 North, Range 72 West, Seward Meridian, Bethel, Alaska.

SECTION 1. Classification. This ordinance is of a permanent nature and shall be shown on the Official Land Use Map of Bethel as Industrial.

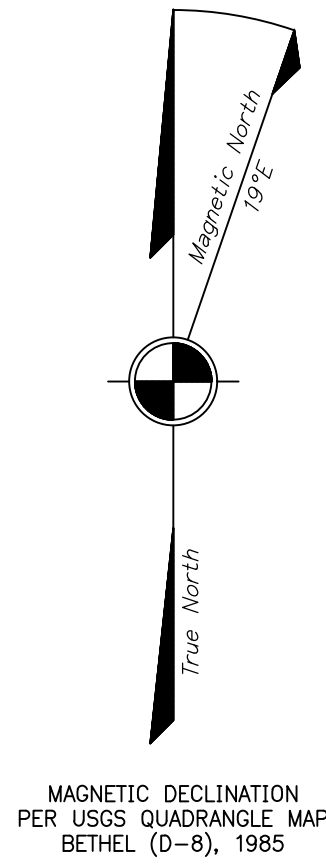
Section 2. Effective Date. This ordinance shall become effective immediately upon passage by the City Council.

ENACTED THIS 22nd DAY OF JUNE 2021, BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

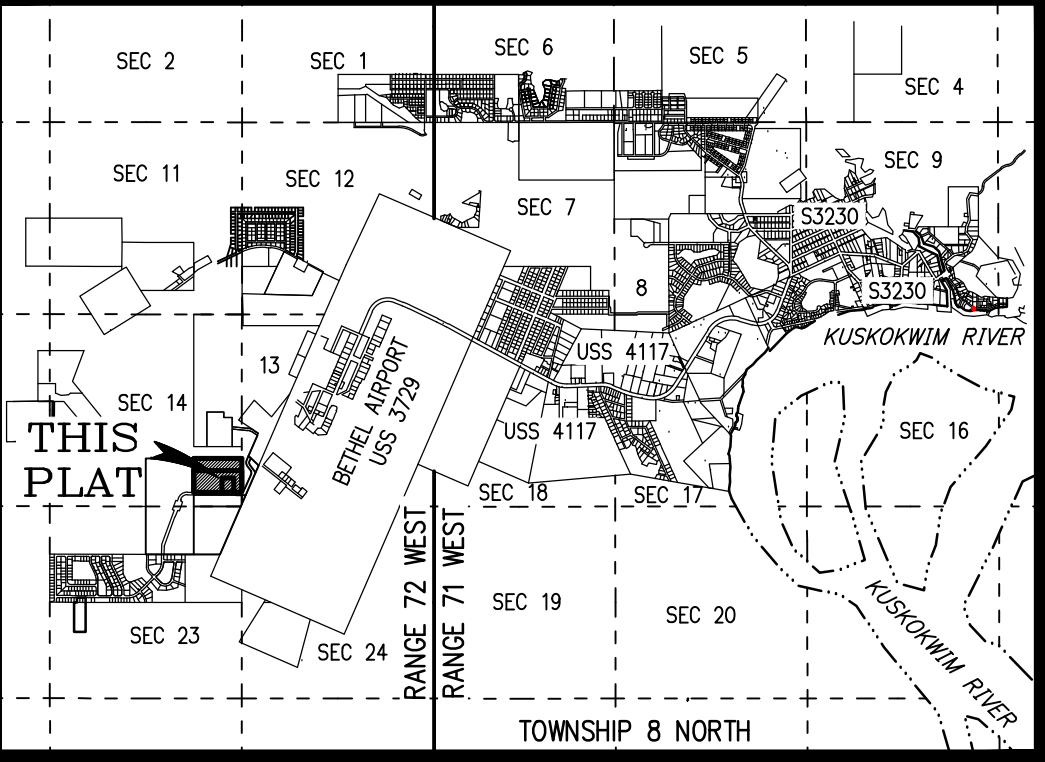
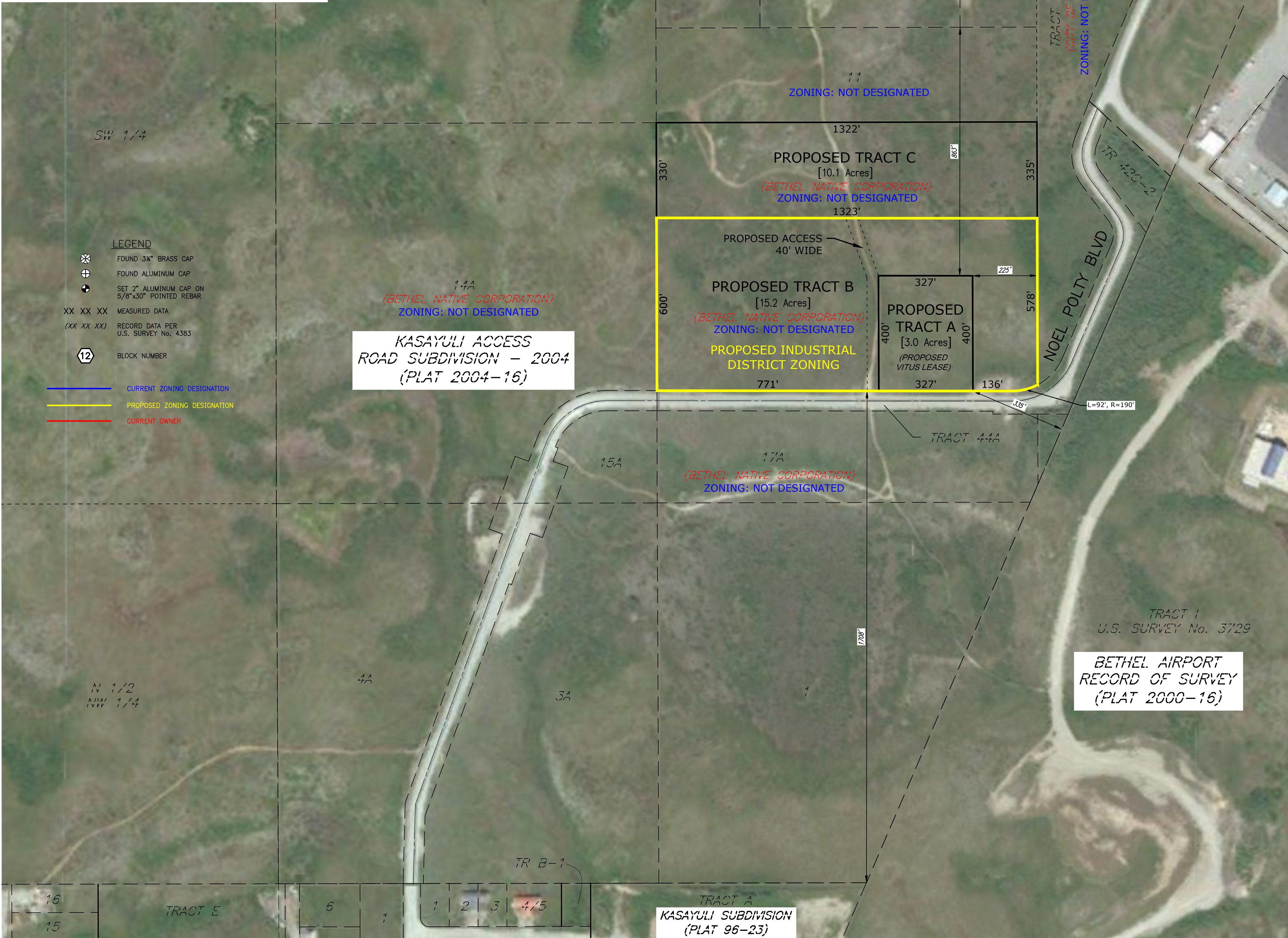
Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk



1. THE FIELD SURVEY FOR THIS SUBDIVISION PLAT WAS PERFORMED BY MCCLINTOCK LAND ASSOCIATES, INC. ON XXXXXX XXTH, 20XX.
2. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5,000.
3. ALL BEARINGS SHOWN ARE ORIENTED TO THE BASIS OF BEARING AND THE DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
4. IMAGERY SHOWN IS FROM GOOGLE EARTH WITH BING IMAGERY OVERLAYED AND IS APPROXIMATE.
5. CURRENT ZONING INFORMATION SHOWN IS BASED ON THE CITY OF BETHEL OFFICIAL LAND USE MAP ADOPTED JULY, 10, 1990.



VICINITY MAP SCALE: 1" = 1 mile
USGS QUADRANGLE MAP BETHEL (D-8), 1985

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY, OR OF AN INTEREST THEREIN, AS SHOWN AND DESCRIBED IN THIS PLAT AND THAT WE ADOPT THIS PLAN OF SUBDIVISION BY OUR FREE CONSENT AND DEDICATE ALL RIGHTS-OF-WAY, STREETS, ALLEYS, WAYS, AND PUBLIC AREAS TO THE CITY OF BETHEL AND GRANT TO THE CITY OF BETHEL FOR THE USES SHOWN ALL EASEMENTS NOT SHOWN AS PRIVATE.

OWNER (GOVERNMENT LOT 16A, PLAT 2004-16)

TITLE DATE
BETHEL NATIVE CORPORATION
P.O. BOX 719
BETHEL, AK 99559

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____
20____ BY _____
OWNERSHIP CERTIFICATE SIGNATORY

NAME: _____
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: _____

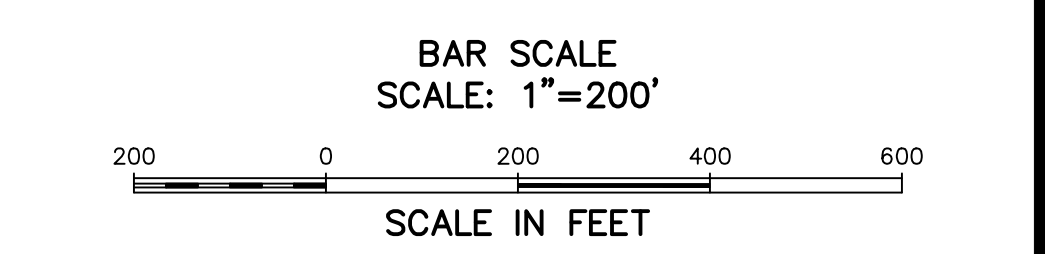
TAX CERTIFICATE

THIS SUBDIVISION LIES OUTSIDE OF ANY TAXING AUTHORITY, AT THE TIME OF FILING.

PLATTING OFFICER'S CERTIFICATE

I CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE LAND SUBDIVISION REGULATIONS OF THE CITY OF BETHEL, AND THAT THE PLAT HAS BEEN APPROVED BY THE PLATTING AUTHORITY AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RECORDER IN THE FOURTH JUDICIAL DISTRICT AT BETHEL, ALASKA, IN WHICH THE PLAT IS LOCATED.

CITY OF BETHEL PLATTING OFFICER DATE



PRELIMINARY PLAT OF
TOWER ROAD SUBDIVISION

CREATING TRACTS A, B & C

A SUBDIVISION OF
GOVERNMENT LOT 16A, KASAYULI ACCESS ROAD SUBDIVISION
(PLAT 2004-16)
SITUATED WITHIN
SECTION 14, TOWNSHIP 8 NORTH, RANGE 72 WEST,
SEWARD MERIDIAN, ALASKA

CONTAINING 28.3 ACRES, MORE OR LESS
BETHEL RECORDING DISTRICT

PREPARED BY: **McCLINTOCK LAND ASSOCIATES, INC.**
16942 NORTH EAGLE RIVER LOOP ROAD
EAGLE RIVER, ALASKA 99577
(907) 694-4499

PREPARED FOR: **VITUS ENERGY**
5304 A STREET
ANCHORAGE, AK 99518

PLOT: 1"=200' CHK: TB JOB: 20-232 DWG: PL20-232 FB NO: NA
GRID: BETHEL DWN: MH DATE: 3-1-2021 DISK: J-DRIVE SHEET: 1 OF 1

City of Bethel Action Memorandum

Action memorandum No.	21-13		
Date action introduced:	June 8, 2021	Introduced by:	Mayor DeWitt
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Committee/Commission/Board members.

Jessica Schroeder-Planning Commission.

Amount of fiscal impact:		Account information:
x	No fiscal impact	

Action Memorandum 21-13 is sponsored by Mayor DeWitt at the request of the City Clerk.

Jessica Schroeder has requested appointment to the Planning Commission. If appointed, the term would be three years as an Alternate member with a term expiration of December 31, 2023.

City of Bethel Action Memorandum

Action memorandum No.	21-14		
Date action introduced:	June 8, 2021	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Purchase of Axon BODY-2 body cameras and accessories with grant

Attachment(s): Axon Enterprises Inc price quote for "Body-2" cameras and accessories; sole-source procurement letter; 2020 State Homeland Security Program budget details

Department/Individual:	Initials:	Remarks:
City Attorney	s/s Libby Bakalar	
City Clerk		
Finance Director	XM	
City Manager	PW	

Amount of fiscal impact:	Account information:
No fiscal impact at this time.	
Funds in City Budget.	
Funds not in City Budget.	

Summary Statement: This is a request to purchase thirty (30) Axon BODY-2 body cameras for the Bethel Police Department for \$21,930.00 (attached quote). This purchase is funded by the 2020 State Homeland Security Program grant (PBD #1; total grant \$127,174.50) (attached). The rest of the grant will be later utilized for in-car cameras, computer servers for digital storage, and installation process.

BPD is a current user of Axon BODY-2 cameras. Our software, individual training, and years of combined organizational experience is based in Axon systems, as well as current policy and records keeping. We know that these cameras work in our environment. The recent purchase of the TASER model X7 will allow us to have an automated "camera on" function with the BODY-2 cameras; when an officer turns on the TASER, the BODY-2 will come on as well. Purchase will equip the department for several years with replacements for damaged units or staffing growth. It allows us to use the supporting hardware, software, and certifications already in place.

Axon, Inc. is the sole source for the BODY-2 cameras, and only Axon cameras can be turned on by the TASER X7 (attached sole-source letter and vendor letter).

CITY OF BETHEL POLICE DEPARTMENT



27 May 2021

Mr. Peter Williams, City Manager
Mr. Xavier Mason, Assistant Finance Director

Ref: **AXON BODY-2 CAMERA SOLE-SOURCE**
Bethel City Code 4.20.250 Sole-source Procurements

Dear Mr. Williams and Mr. Mason,

Please accept this letter as a request for sole-source procurement for the purchase of thirty (30) Axon BODY-2 body cameras and supporting equipment by the Bethel Police Department for \$21, 930.00 (encl). **Axon BODY-2 body cameras are only manufactured, sold, and serviced by Axon Enterprises, Inc.**

BPD is a current user of the Axon TASER weapons (recently purchased X7) and camera systems (Body-2). Our software, instructor certification, and individual training is based in the Axon systems. We currently use these same cameras, and we know that they work in our environment. This purchase allows us to stay with one manufacturer's system and training across all users in the department. These same cameras are also able to be "turned on" automatically by a TASER in proximity when it is turned on; no other manufacturer has that capability. This purchase will equip the department for several years to come with replacements for damaged cameras or staffing growth. It allows us to use the current support processes already in place.

BPD has negotiated with Axon BODY-2 as a single supplier to obtain the most advantageous contract to the city. No other reasonable alternative exists to make a purchase for these body cameras. Cost pricing data is attached.

Respectfully,

Richard Simmons
chief

Encl: (1) COB/AXON BODY-2 Purchase Agreement
(2) TASER International Sole-source Letter



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4/5/2021

To: Bethel Police Department - Alaska

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER CEW Descriptions



TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- **Can be configured by the agency to alert Axon camera systems**
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ CEW

- Multiple-shot CEW for agencies that deploy CEWs mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services



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- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERS (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with



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an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand CEW Model Numbers

1. Conducted Energy Weapons (CEWs):
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 -
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
5. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible



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- with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 7. Power Modules (Battery Packs) for TASER 7 CEWs:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
- 8. Battery Packs for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
- 9. TASER 7 Dock:
 - TASER 7 Dock Core and Multi-bay Module: 74200
- 10. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
- 11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 12. CEW Holsters:
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
- 13. TASER Simulation Suit II Model 44550
- 14. TASER 7 conductive target Model: 80087
- 15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability



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- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera



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- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence



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- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and



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- funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other



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- systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs



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- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554



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- Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
 8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
 9. Axon Body 2 Camera Model: 74001
 10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
 11. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 12. Axon Signal Unit Model: 70112
 13. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Fleet 2 Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024



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- Axon Fleet Bluetooth Dongle: 74027

11. Axon Signal Unit Model: 70112

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- Axon Dock – Individual Bay and Core for Axon Flex 2
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- Individual Bay for Axon Flex 2 Model: 11538
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- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P CEW, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7** Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
8. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
9. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.



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SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, BLACKHAWK! is a trademark of the Blackhawk Products Group, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Safariland is a trademark of Safariland, LLC, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Aware, Axon Citizen, Axon EvidenceAxon Flex, Axon Interview, Axon Records, Fleet, TASER CAM, X2, X26, TASER 7, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2020 Axon Enterprise, Inc.



AXON

Bethel Police Dept. - AK

AXON SALES REPRESENTATIVE

Claudia Mendiola

480-681-0797

cmendiola@axon.com

ISSUED

5/27/2021

Q-301311-44343.867CM

1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-301311-44343.867CM

Issued: 05/27/2021

Quote Expiration: 06/30/2021

Account Number: 107863

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Richard Simmons
Bethel Police Dept. - AK
157 Salmonberry Road
Bethel, AK 99559
US

BILL TO

Bethel Police Dept. - AK
P. O. Box 809
Bethel, AK 99559
US

SALES REPRESENTATIVE

Claudia Mendiola
Phone: 480-681-0797
Email: cmendiola@axon.com
Fax:

PRIMARY CONTACT

Richard Simmons
Phone:
Email: rsimmons@cityofbethel.net

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK		30	731.00	731.00	21,930.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK		10	0.00	0.00	0.00
74023	LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK		10	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		10	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		30	0.00	0.00	0.00
73082	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER		30	0.00	0.00	0.00
Subtotal						21,930.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						21,930.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK		1	731.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		1	0.00	0.00	0.00

Spares (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
11553	SYNC CABLE, USB A TO 2.5MM		1	0.00	0.00	0.00
73082	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Grand Total	21,930.00
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Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	22,661.00
Discounts	731.00
Total	21,930.00

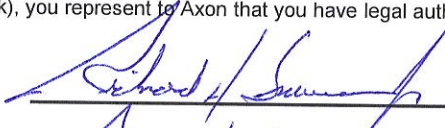
**Total excludes applicable taxes*

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:



Date:

5-27-2027

Name (Print):

Richard H. Simmons, Jr.

Title:

Police Chief

PO# (Or write
N/A):

N/A

Please sign and email to Claudia Mendiola at cmendiola@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

*** Axon Internal Use Only ***		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



Project Budget Details

2020 State Homeland Security Program

Bethel, City of

Reported Revision 0 of 0

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Inspect.Screen	Law Enforcement	State:	\$0.00	\$0.00	\$0.00
☐ EHP		☐ Canceled		Federal:	\$127,174.50	\$0.00	\$127,174.50
Item: Police Body & Car Video System Description: Purchase and deployment of body and car camera system for the Bethel Police Department. Project includes cameras, and servers for video storage.							
2	Equipment	Intervention	Fire Service	State:	\$0.00	\$0.00	\$0.00
☐ EHP		☐ Canceled		Federal:	\$32,904.00	\$0.00	\$32,904.00
Item: Rescue Extrication Tools Description: The purchase and deployment of rescue extraction tools for use by the Bethel Fire Department. Project includes cutter, spreader, RAM, chargers, batteries, and brackets for securing equipment.							
3	Equipment	Intervention	Law Enforcement	State:	\$0.00	\$0.00	\$0.00
☐ EHP		☐ Canceled		Federal:	\$60,705.00	\$0.00	\$60,705.00
Item: Crime Scene Laser Scanner Description: Purchase and deployment of a crime scene laser scanner and software to collect measurements, and create a 2D or 3D images of crash sites, crime scenes, and other terroristic events for advanced crime scene investigations and forensic animation.							
4	Plan.Org	Plans.Protocols	Emergency Management	State:	\$0.00	\$0.00	\$0.00
☐ EHP		☐ Canceled		Federal:	\$35,000.00	\$0.00	\$35,000.00
Item: Emergency Operations Plan Update Description: Hiring of a contractor to review, revise, and update the current Emergency Operations Plan (EOP) for the City of Bethel. This will allow the city to remain up to date on preparing for, protecting from, mitigate against, respond to, and recover from disasters and emergencies within the city boundaries.							
				Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
				State:	\$0.00	\$0.00	\$0.00
				Federal:	\$255,783.50	\$255,783.50	\$0.00
				Grand Total:	\$255,783.50	\$255,783.50	\$0.00

City of Bethel Action Memorandum

Action memorandum No.	21-15		
Date action introduced:	June 8, 2021	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute an Agreement for Finance and Accounting Services with the company that received the highest average score from the three-person review team.

Attachment(s): (1) Sample Professional Services Agreement for Finance and Accounting Services.

Amount of fiscal impact:		Account information:
\$100,000	Funds in City FY 2022 Budget.	10-53-649

Summary Statement

The City of Bethel prepared and issued a Request for Proposals for Finance and Accounting Services on April 22, 2021. The City received four proposals by the May 13, 2021 deadline. A three-person employee review team scored the four proposals and held a meeting on May 24, 2021 to discuss their scores and finalize a recommendation to the City Manager.

The review team derived the following average scores for the four proposals:

Company A	88
Company B	86
Company C	82
Company D	76

BMC Section 4.20.040 prevents the revelation of the company name until after City council approves the contract award.

Attachment C

PROFESSIONAL SERVICES AGREEMENT FOR ACCOUNTING SERVICES

THIS AGREEMENT (Agreement) is made and entered into this ____ of ____ 2021 (Effective Date), by and between the CITY OF BETHEL, a municipal corporation, (City) and _____ (Accountant).

Section 01 Definition

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Accountant" means _____.

Section 02 Employment of Accountant

The City hereby agrees to engage the services of Accountant and the Accountant hereby agrees to perform the services hereafter set forth.

Section 03 Scope of Services

In accordance with the Request for Proposals (RFP) issued by City on ____ and Accountant's Proposal, Accountant agrees to perform accounting services as requested by the Finance Director, or their designee, and agreed to by Accountant. Such accounting services shall include, but not be limited to:

- Travel to Bethel for up to one full work week as necessary and previously agreed to between Accountant and City;
- Journal Entries;
- Accounts Payable Processing;
- Payroll processing;
- Bank Reconciliations;
- Annual Audit Preparation;
- Budget Preparation;
- Sales Tax entries, reporting and reconciliation;
- Bookkeeping;
- Training on-site personnel.

Additionally, Accountant agrees to complete a minimum of four (4) random sales tax audits annually of businesses with City of Bethel sales tax licenses for each year of the contract provided the City has a separate line item in the FY 2022 and succeeding budgets to pay for the audits. Audits will require the demand that auditees submit z-tapes of transactions.

Section 04 Personnel

Personnel shall be limited to employees or subcontractors of Accountant.

- A. Professional Practices. All professional services to be provided by Accountant pursuant to this Agreement shall be provided by personnel experienced in their

respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional accountants and accounting personnel in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Accountant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Accountant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws/regulations that may affect Accountant's performance of this Agreement.

- B. Subcontractors: Accountant may utilize subcontractors without the need to obtain the consent of City. Accountant shall be solely responsible for all work performed by its subcontractors.

Section 05 Time of Performance

The services of the Accountant shall commence upon execution of this Agreement by the City Manager and shall continue until June 30, 2024. At that time, the parties may agree to renew this Agreement for two (2) one-year extensions.

Section 06 Compensation

- A. Subject to the provisions of this Agreement, the City shall pay the Accountant as outlined in the Engagement Letter (attached as Appendix A), and incorporated herein by reference, for services required by this Agreement.
- B. Airfare will be reimbursed at actual cost with Accountant purchasing the lowest fare possible and purchasing the travel at least two (2) weeks in advance whenever possible to minimize costs. No rental vehicles will be reimbursed. Lodging and per diem will be reimbursed at the current CONUS (Continental U.S.) Rates established for 2,600 counties, notwithstanding any other earlier written or verbal communication.
- C. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service, or other thing of value to the Accountant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Accountant may incur in the performance of its obligations under this Agreement have already been included in computation of the Accountant's fee and may not be charged to the City.
- D. City will provide a vehicle for Accountant staff member (s) to use while in Bethel working. City typically leaves vehicle at the airport terminal for easy access upon arrival from Anchorage.

Section 07 Method and Time of Payment

- A. Accountant shall invoice City on a monthly basis and City's payments are due within thirty (30) days of each invoice date. Such payments shall constitute the full and complete compensation for the Accountant's professional services. A billing is a summary of expenditures to date by line-item categories (e.g.,

Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures must be submitted with billings.

- B. No payment will be disbursed until the work and associated expenditures are invoiced and have been approved by the City.

All invoices must be submitted to:

Accounts Payable
City of Bethel, PO Box 1388
Bethel AK 99559-1388
Emailed to: accountspayable@cityofbethel.net

Section 08 Relationship of the Parties

Independent Contractor: Accountant is and shall at all times be acting as an independent contractor and not as an employee of the City. Accountant shall secure, at its expense, and be responsible for, any and all payment of Income Tax, Social Security, Unemployment Compensation, and other payroll deductions for Accountant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Accountant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the Alaska Public Employees' Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

Section 09 Ownership of Documents

All findings, reports, documents, information, and data paid for by the City including, but not limited to, computer tapes, thumb drives, or discs, files and tapes furnished or prepared by Accountant or any of its subcontractors in the course of performance of this Agreement, shall be for and remain for the sole use by City. City agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of both City and Accountant. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Accountant. City shall indemnify and hold harmless Accountant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Accountant.

Section 10 Confidentiality

Any City materials to which the Accountant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Accountant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Accountant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers,

employees and agents of the Accountant as necessary to accomplish the rendition of services set forth in this Agreement. Except as otherwise provided by law, Accountant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without prior written approval from the City.

Section 11 Responsibility for Errors

Accountant shall be responsible for its work under this Agreement. In the event that an error or omission attributable to Accountant occurs, then Accountant shall, at no cost to City, provide all necessary policies, estimates and other Accountant professional services necessary to rectify and correct the matter in accordance with accounting principles generally accepted in the United States of America.

Section 12 Insurance

- A. Minimum Scope and Limits of Insurance. Accountant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:
 - 1. Worker's Compensation Insurance - As required under AS 23.30.045 et seq.
 - 2. Commercial General Liability with limits of not less than Three Hundred Thousand (\$300,000) Dollars combined single limit per occurrence;
 - 3. Comprehensive Automobile Liability - Covering all vehicles used by Accountant in the performance of this Agreement, with coverage not less than One Hundred Thousand (\$100,000) Dollars per occurrence;
 - 4. Professional Liability Insurance - covering all errors, omissions or negligent acts of the Accountant, subcontractor or anyone directly or indirectly employed by them, made in the performance of this Agreement, which results in financial loss to the City. Coverage limits of not less than One Hundred Thousand (\$100,000) Dollars per occurrence.
- B. Endorsements. Whenever feasible and as allowed by law, all policies of insurance shall contain or be endorsed to contain the following provisions:
 - 1. Should any of the described policies be canceled or materially changed in coverages provided before expiration thereof, City, as certificate holder, will be provided no less than forty-five (45) days written notice.
 - 2. Other insurance: "Any other insurance maintained by the City of Bethel shall be excess and not contributing to the insurance provided by this policy."
- C. Certificates of Insurance: Accountant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.
- D. Non-limiting: The requirement for this section shall not be construed as a representation that such insurance coverage is adequate or limits Accountant's liability.

Section 13 Defense and Indemnification: Accountant to City

To the fullest extent permitted by law, the Accountant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnities") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation,

attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Accountant or the performance of this Agreement by the Accountant (including its subcontractors and suppliers).

It is expressly intended by the parties that Accountant's indemnity and defense obligations shall apply, and Indemnities shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnities, or any of them, and whether or not such Indemnities' negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorney's fees, and costs and expenses of any kind whatsoever.

Accountant's indemnity and defense obligations shall cover the acts or omissions of any of Accountant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Accountant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Accountant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Accountant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Accountant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Accountant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Section 14: Defense and Indemnification: City to Accountant

To the fullest extent permitted by law, City assumes liability for and shall save and protect, hold harmless, indemnify, and defend the Accountant and its officials, officers, subcontractors, and employees (all the foregoing, hereinafter collectively, "Indemnities") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the actions or inactions of City or the performance of this Agreement by the City.

It is expressly intended by the parties that City's indemnity and defense obligations shall apply, and Indemnities shall be fully indemnified without offset, deduction or contribution, regardless of

any negligence or other fault of Indemnities, or any of them, and whether or not such Indemnities negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage too loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorney's fees, and costs and expenses of any kind whatsoever.

City's indemnity and defense obligations shall cover the acts or omissions of any of City's elected officials, officers and employees.

The City's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of City's personnel practices or from any allegation of an injury to an employee of the City or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the City may have with respect to the Accountant which may otherwise exist. If any judgment is rendered against the Accountant or any of the other individuals enumerated above in any such action, the City shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Section 15 Modifications

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments signed by both parties.

Additional Services. Accountant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless prior to Accountant performing the additional services, the City approves such additional services in writing and in advance. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

Section 16 Equal Employment Opportunity

The Accountant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, age, status as a disabled veteran, or veteran of the Vietnam War era. The Accountant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identification, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers;

recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Accountant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Accountant will, in all solicitations or advertisements for employees placed by or on behalf of the Accountant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. The Accountant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

Section 17 Termination of Agreement for Cause

If, through any cause, the Accountant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Accountant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Accountant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

If, through any cause, the City shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, the Accountant shall thereupon have the right to terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Accountant shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work invoiced and completed in accordance with accounting principles generally accepted in the United States of America in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 18 Termination for Convenience

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. In no event shall notice be less than thirty (30) days prior to termination. The Accountant shall be entitled to receive compensation for all work completed prior to termination of this Agreement but only for work completed in accordance with accounting principles generally accepted in the United States of America in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Accountant, Section 16 of this Agreement shall govern the rights and liabilities of the parties.

Section 19 Causes beyond Control

In the event the Accountant is prevented by a cause or causes beyond control of the Accountant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Accountant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Accountant shall exercise all reasonable diligence to resume

and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Accountant and which prevent the performance of the Accountant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Accountant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Accountant and would not prevent another Accountant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Accountant. The City will determine whether the event preventing the Accountant from performing is a cause beyond the Accountant's control.

Section 20 Assignability

The Accountant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Accountant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Accountant shall be responsible to the City for any monies due the assignee of this Agreement which are paid directly to the Accountant.

Section 21 Permits, Laws and Taxes

- A. The Accountant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Accountant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Accountant shall pay all taxes pertaining to its performance under this Agreement.
- B. Prior to commencing any work for the City, Accountant shall provide the City with copies of the following:
 - 1. Copy of current State of Alaska Business License;
 - 2. Copy of current City of Bethel Business License;
 - 3. Copy of insurance certificates indicating compliance with all insurance requirements of Section 12 above.
 - 4. Computer Access Agreement

Section 22 Agreement Administration

- A. The Finance Director, or their designee, will be the representative of the City administering this Agreement.
- B. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement are unable to serve for any reason, the Accountant shall appoint a successor in interest subject to a written approval of the City of Bethel.

Section 23 Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of

this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein:

1. City's Request for Proposals
2. Accountant's Proposal Submitted
3. Accountant's Engagement Letter

Section 24 Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 25 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 26 Understanding

The Accountant acknowledges that the Accountant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 27 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City Manager
City of Bethel
P.O. Box 1388
Bethel AK 99559

Accountant
[Address here]

Section 28 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in a Superior Court in the State of Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

Section 29 Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 30 Non-Exclusive Agreement

Accountant acknowledges that City may enter into agreements with other Accounting Firms for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

CITY OF BETHEL

CONTRACTOR

By:

Title:

Dated:

By:

Title:

Dated:

City of Bethel Action Memorandum

Action memorandum No.	AM 21-16		
Date action introduced:	June 8, 2021	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Approve 2021 Local Chamber/Community Organization Vaccination Incentive Grant in the amount of \$45,000 from the Alaska Chamber of Commerce and Alaska Department of Health and Social Services and direct City Manager to sign grant documents.

Attachment(s): (1) Letter acknowledging City of Bethel as awardee, (2) Terms and Conditions, Pages 3-4; (3) State Grant Assurances, Pages 1-2; and (4) Federal Assurances & Certifications for Sub Recipients, Pages 1-5.

Amount of fiscal impact:		Account information:
0	No match required.	TBD

Summary Statement

The City of Bethel is able to step in and take the place of the Bethel Chamber of Commerce to serve as grantee for \$45,000 to be used as COVID-19 vaccine incentives. The City plans to offer \$100 in cash or a \$100 visa card to residents of Yukon Kuskokwim Delta villages who agree to be vaccinated for COVID-19 for the first time. The City must spend the full grant amount and purchase the visa gift cards prior to June 31, 2021, but can distribute the cards over the succeeding months to those who get vaccinated.

Bethel Family Clinic agreed to partner with the City. The Clinic secured indoor space at each summer Saturday Market where it plans to offer COVID-19 vaccines free of charge and provide a visa gift card to those who complete their shot regimen.

Federal Assurances & Certifications for Sub Recipients

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest as a federally funded subrecipient; and review the instructions for certification included in the regulations before completing this form. The Applicant hereby assures and certifies compliance with Title 2 CFR Part 200 Uniform administrative Guidance, all applicable Federal statutes, regulations, policies, guidelines and requirements, Ex. Order 12372 (intergovernmental review of federal programs); and 28 CFR pts. 66 or 70 (administrative requirements for grants and cooperative agreements); as well as all lawful requirements imposed by the awarding agency. The applicant also specifically assures the following:

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, (45 CFR Part 93), the applicant certifies that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. Conflict of Interest

It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. Access to Records

It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. Drug-Free Workplace (Applicable to applicants other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for applicants, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

- i. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The applicant's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the granting agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer or other designee on whose grant activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- ii. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, state, zip code)

--

If there are other workplaces not identified above, you may be required to provide additional information.

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the

conviction, to the awarding agency.

5. **Certification Regarding Smoke-Free Workplace and Pro-Children Act**

Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or imposition of administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

6. **Nondiscrimination**

The Applicant assures and certifies that:

It will comply (and will require any subrecipients, subgrantees or subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. sec. 3789d); the Victims of Crime Act (42 U.S.C. sec. 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. sec. 5672(b)); The Civil Rights Act of 1964, (42 U.S.C. sec. 2000d); The Rehabilitation Act of 1973 (29 U.S.C. sec. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. sec. 12131-34); the Education Amendments of 1972 (20 U.S.C. sec. 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101-07; and Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); 28 CFR. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations), 45 CFR. sec. 87.1 (Department of Health and Human Services Equal Treatment for Faith-Based Organizations); and will provide meaningful access to its programs and activities by persons with Limited English Proficiency in accordance with Title VI and the Safe Streets Act.

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward copies of the finding to the Grants Administrator identified as the contact in the Alaska Department of Health and Social Services grant

to which this document is appended, and to the Office for Civil Rights, Office of Justice Programs.

It will provide an Equal Opportunity Program if required to maintain one. For subrecipients receiving less than \$25,000; or subrecipient's agencies with less than 50 employees, regardless of the amount of award, no EEO is required. Information on civil rights obligations of subrecipients can be found at <https://ojp.gov/about/offices/ocr.htm>.

7. National Historic Preservation

It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (U.S.C. sec. 470), Ex. Order 11593 (identification and protection of historic properties), the Archaeological and Historical Preservation Act of 1974 (16 U.S.C. sec. 469a-1et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. sec. 4321).

8. If a State or Local Government Entity

- i. It will comply with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. sec. 4604 et seq.), and
- ii. It will comply with requirements of the Hatch Act 5 U.S.C. sec. 1501-28 and sec. 7321-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

9. Debarment, Suspension, and other Responsibility Matters

The applicant certifies that it has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510:

- i. The applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (i)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

- ii. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

10. Privacy Rule and Confidentiality of Records

- i. The applicant agrees to implement the Standard of Privacy of Individually Identifiable Health Information (the Privacy Rule) per the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C 1320d et seq. which governs the protection in individually identifiable health information. The Privacy Rule applies only to "covered entities" as defined by the rule, which includes health plans and most health-care providers.
- ii. Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes.

11. The Subrecipient is subject to the requirements of the following:

- i. Federal Funding Accountability and Transparency Act (FFATA) of 2006, which provisions include, but may not be limited to, a requirement for subrecipients to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- ii. Trafficking Victims Protection Act (TVPA) of 2000, as amended.
- iii. Consolidated Appropriations Act, 2017, Pub. L. 115-31, signed into law on May 5, 2017.
- iv. National Defense Authorization Act of 2013 extending whistleblower protections for contractor employees applies to this grant. Pub. L. 112-239, as amended.
- v. Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.
- vi. USA PATRIOT Act amends 18 U.S.C. 175-175c and Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201

12. Certification regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees to comply with all the terms and conditions of award if a grant is awarded as a result of this application.

Grantee Name and Address:

--

Application Number and/ or Project Name: _____

Grantee IRS/Vendor Number: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative

Date

Terms and Conditions

1. The Department of Health and Social Services (grantor) and the grantee agree to comply with all applicable laws, the terms and conditions pertaining to the grant and services identified herein and incorporated into this agreement by reference, including 7 AAC 78, the Request for Proposals, the approved grant application, and the items listed below:
 - i. Special Conditions to this grant agreement,
 - ii. Privacy and Security Procedures for grantees,
 - iii. All other applicable items as required by the terms and conditions of the documents incorporated into this agreement, which may include but are not limited to: Federal Certifications, Waiver of Sovereign Immunity, and program specific reporting forms.
2. Subject to the availability of spending authority to the grantor to fund this grant and provided such spending authority is not revoked, rescinded, reduced or withheld, the grantor and grantee agree the amount awarded for the grant project is as indicated in this agreement. The grantor will promptly provide the grantee written notice if funding under this award is revoked, rescinded, reduced, or withheld and the effective date of such action.
3. The grantor's share of a grant project cost is earned only when the cost is incurred and the grantee's share of the cost has been contributed to the grant project. Receipt of funds from the grantor (either through advance or reimbursement) does not constitute earning of these funds.
4. Unless otherwise allocated in the approved grant project budget, or as approved by grantor, grantor funds shall be expended on a prorated basis with any required match or additional support funds according to their percentage of the total approved grant project budget.
5. The minimum required match is 0.00%. The grantee is agreeing to provide the matching contribution detailed in the required match column of this agreement.
6. Grant income, as defined in 7 AAC 78.950 (17), that is earned by a grantee must be used in accordance with 7 AAC 78.210. Grant income revenue and expenditures must be reported to the grantor if identified as match to this grant; and where other state and federal laws apply.
7. The grantee shall indemnify, hold harmless, and defend the grantor from and against any claim of, of liability for error, omission or negligent or intentional act of the grantee under this agreement. The grantee shall not be required to indemnify the grantor for a claim of, or liability for, the independent negligence of the grantor. If there is a claim of, or liability for, the joint negligent error or omission of the grantee and the independent negligence of the grantor, fault shall be apportioned on a comparative fault basis. The terms "grantee" and "grantor", as used within this article, include the employees, agents, and other contractors, or grantees who are directly responsible, respectively, for each. The term "independent negligence" is negligence other than in the grantor's selection, administration, monitoring, or controlling of the grantee and in approving or accepting the grantee's work.
8. Funds awarded through this grant may be reduced, withheld, or terminated by written notice from the grantor to the grantee at any time for violation by the grantee of any terms and conditions of this agreement, or when such action is deemed by the grantor to be in the best interest of the state.
9. For any licenses, permits or certifications required for a grantee to provide services under this agreement, if at any time during the term of this agreement, the required licenses, permits or certifications are in jeopardy for any reason, or have been revoked, rescinded or canceled, or a grantee otherwise loses the credentials necessary to receive a grant under either State or Federal law, the department may take whatever corrective action is necessary to protect the best interests of the clients served and the best interests of the State of Alaska.
10. General Administration:
 - i. The payment schedule including percentages and projected advance amounts are outlined in the Award section of Grants Electronic Management System (GEMS). Within 15 days after the grant agreement is fully executed, the grantor will make the initial advance payment. Subsequent advance payments will be based on receipt and approval of all required reports and compliance with grant and program requirements. Advances will equal a percentage of the total award less any funds not expended from prior advances; except that the grantor will withhold a percentage of the total award for final payment, until the grantor has received and approved all reports and the grantee has met all conditions of this agreement. If a grantee does not meet the identified Results Based Budgeting framework performance measures, the remaining 5% may be withheld. Under circumstances necessary to the success of the grant project, advance payments may exceed the projected

- percentages.
- ii. Reporting schedules are outlined in the Reporting section of GEMS. The grantee will submit expenditures using Cumulative Fiscal Reports (CFR) to the grantor in the format prescribed by the grantor through GEMS. Unless the grantor approves an extension of time, the grantee will submit a CFR to reach the grantor by the due dates indicated in the Reporting section of GEMS. CFRs must advise the grantor of the grantee's expenditures for costs allowable under 7 AAC 78.160 and the terms of this agreement.
 - iii. Due with the final year-end CFR grantees must also provide to their grants administrator listed on the face page of this grant agreement a detailed list of encumbrances that have been included as current year expenditures in the year-end CFR, as required in 7 AAC 78.190(d), and defined in 7 AAC 78.950(13) or those costs will be disallowed.
 - iv. Failure to submit correct CFRs on or before the deadlines stated in the Reporting section of GEMS may result in denial of payments due to the grantee. No part of the grantee's duty to return excess funds or funds determined by audit to have been improperly expended, as required in 7 AAC 78.230 (b) and (c), is affected by this provision. The grantee will return all such excess funds to the grantor upon submission of corrected CFRs and/or audit, or immediately upon later determination that a refund is due.
 - v. Reporting schedules are outlined in the Reporting section of GEMS. The grantee will submit program reports to the grantor in the format prescribed by the grantor. Unless the grantor approves an extension of time, the grantee will submit program reports to reach the grantor by the due dates indicated in the Reporting section of GEMS. Reports must be completed in the format prescribed by the grantor and submitted through GEMS. The department shall determine, based on reporting, if the grantee has met the identified outcomes consistent with the expectations and mission of the department. This determination will aid in the department's decision regarding award and funding for subsequent years. If the program report contains Protected Health Information (PHI), the grantor will contact the Department of Health and Social Services Program Manager for instructions on the secure transmission of the program report. Unless otherwise noted in the special conditions of award or items 10 ii-vi, all reports not available for submission through GEMS must be coordinated with the grants administrator listed on the face page of this grant agreement.
 - vi. All proposed changes to the approved grant project are subject to the requirements of 7 AAC 78.260. Requests for budget changes subject to 7 AAC 78.260(f), shall be submitted through GEMS as a Line Item Budget Revision request (LIBR).
11. The grantee shall maintain accurate property records for all property purchased with grant money, as defined in 7 AAC 78.950(18), and make those records available to the grantor upon request in accordance with 7 AAC 78.280.

Dear City of Bethel,

Congratulations! You have been awarded the 2021 Local Chamber/Community Organization Vaccination Incentive Grant in the amount of \$45,000.

By accepting this grant, you understand that the overarching goal of this grant is to incentivize residents in the Bethel Census Area region to boost the overall vaccination rates in the state of Alaska in the next 45 days. You are also acknowledging that your organization accepting the grant is a 501c3, a 501c6, a federally recognized tribal entity and in good standing on the State Corporation Database. Please be aware that the funds of this grant **MUST** be depleted by 6/30/21 or they are required to be returned to the Alaska Chamber/DHSS.

Final reporting will include number of vaccines provided for the duration of your project/campaign. Please be prepared to document how funds were distributed and vaccines provided.

Although this grant gives you a lot of freedom when it comes to the project plan, there are few but very strict rules and regulations as to what you **CAN'T** use the grant for. Read the below information for what you **CAN'T** do when it comes to incentivizing individuals for vaccine.

- Absolutely **NO FIREARMS** are to be purchased or raffled off as incentives. If firearms are part of your campaign, all funds will be required to be returned.
- No alcohol may be directly purchased with grant dollars. However, gift cards may be purchased in lieu of direct alcohol purchase.
- No vehicles may be purchased or raffled off as incentives. If vehicles are part of your campaign, all funds will be required to be returned.

* An audit may be conducted at any time to ensure funds were properly used and distributed by the June 30, 2021 deadline.*

Sincerely,



Kati Capozzi
President & CEO | Alaska Chamber



State Grant Assurances

By submitting a proposal, an applicant accepts all terms and conditions of the Request for Proposals (grant solicitation documents, including all appendices, attachments and guidelines identified therein; 7 AAC 78, and any other applicable statutes or regulations, State or Federal); as well as the terms and conditions of any grant awarded by the Department of Health and Social Services (DHSS). If a grant is awarded, the aforementioned documents, including these assurances and the applicant's proposal, become the provisions of the grant agreement by which the applicant will be bound. The applicant shall comply with the following:

1. Applicant declares and represents that it is eligible to receive a grant under 7 AAC 78.030.
2. An applicant awarded a grant shall maintain sufficient insurance to hold the State harmless and agrees to: the provision of workers' compensation insurance, for which the policy must waive subrogation against the State; the provision of comprehensive general liability insurance; the provision of liability insurance if automobiles are used for the purpose of this grant program; and the provision of professional liability insurance when applicable to the services performed under the grant.
3. Compliance with 7 AAC 78.130(a) which includes the requirements of: the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Drug Free Workplace Act of 1988 (41 U.S.C. 701-707); and the Americans with Disabilities Act of 1990 (41 U.S.C. 12101-12213); and with all other applicable state or federal laws preventing discrimination.
4. Compliance with the requirements of 7 AAC 78.130(b) for establishment and adherence to procedures for processing complaints alleging discrimination.
5. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Department of Labor must be contacted directly with any questions.
6. Compliance with AS 18.80.220 and 7 AAC 78.120 and other federal and state laws and regulations preventing discriminatory employment practices.
7. Compliance with the Health Insurance Portability & Accountability Act of 1996, the Health Information Technology for Economical and Clinical Health Act of 2009, and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for safeguarding information, preserving confidentiality and for the secure transmission of all records, whether electronic or not, to DHSS. Any information about DHSS clients that is obtained or developed under grant funds is confidential. Client information cannot be released without the written authorization of DHSS, except as permitted by other state or federal law.
8. Notify DHSS within 24 hours of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of DHSS client information. Take prompt corrective action to cure any deficiencies that result from breaches of security, intrusion or unauthorized access, use or disclosure of DHSS client information.
9. Provide state officials, or a third party contractor hired under 7 AAC 78.240, access to financial and program records of the grant project.
10. Maintenance of financial and program records for audit; and compliance with 7 AAC 78.230, or the State Single Audit regulations per 2 AAC 45 and applicable federal audit requirements.
11. Ensure that grant funds will not be used for lobbying or fund raising; or any other costs prohibited by law or by the terms of the grant agreement.
12. According to the terms of the Grant Agreement, and upon request of the DHSS, timely submission of complete and correct project fiscal reports, progress narratives, data and other grant project reports and updates.
13. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the grantee in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program ("BCP") before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal

history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/bgcheck/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free).

14. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults.
15. Any publications, printed materials, or electronic media developed under the grant will give credit to the appropriate Division of the Alaska Department of Health and Social Services; and that any materials and media developed or property purchased with grant funds are the property of the State of Alaska, unless otherwise agreed to by both parties in the terms of the grant agreement.
16. Applicants providing Medicaid reimbursable services will have a Medicaid Provider Number, or apply to obtain one, and will seek Medicaid reimbursement for all eligible services.
17. Facilities proposed for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access. Grantees providing residential and/or critical care services to clients of DHSS shall have an emergency response and recovery plan, approved by the agency's board of directors; that provides for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
18. Grantee shall have established purchasing practices and procedures for the use of grant funds that are compliant with 7 AAC 78.270; and agrees to the provisions of 7 AAC 78.280 in the management of property acquired with money received from the grant.
19. Grantee will comply with 7 AAC 78.160(h) and (i) for travel when utilizing Department grant money (as defined in 7 AAC 78.950).
20. By submitting a proposal for this grant, an applicant certifies their ability to meet the administrative and reporting requirements of this grant program.
21. By submitting a proposal, an applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving any grant assistance by any State or Federal department or agency.
22. By submitting a proposal, an applicant agrees that it will register health and social services programs provided by the applicant agency with United Way 2-1-1- Get Connected, Get Answers at <http://www.alaska211.org/>.
23. Within 30 days of the start of the grant, or within 30 days of the date of hire, all new grantee staff engaged in the delivery or administration of services supported in whole or in part by the grant, to which these assurances are appended, will complete the DHSS Civil Rights training provided online at (<https://learn.dhss.alaska.gov/login/index.php>.) and maintain certificate of completion at the agency.

I, the undersigned, having the authority to negotiate, execute and administer any and all documents and contracts required for granting funds to the (Name of Applicant Organization) and managing funds on behalf of this organization, including any subsequent amendments to the grant agreement, hereby assure the Department of Health and Social Services that, should my organization receive funding for the (Program Name) grant program, it will comply with all assurances given herein and that documentation to verify these assurances will be made available to DHSS upon request.

Signature and Title of Authorized Representative

Date

City of Bethel Information Memorandum

Information Memo No.	21-08		
Date introduced:	June 8, 2021	Introduced by:	Peter A. Williams, City Manager
Amended actions:			
Confirmed by:			

Title: Presentation of the City's Water & Sewer Services Expenditures Compared to Budget from July 1, 2020 to May 31, 2021 – Utilities Maintenance – Water & Wastewater Activity Report.

Attachment(s): (1) City of Bethel Water & Sewer Services Expenditures Compared to Budget from July 1, 2020 to May 31, 2021 and (2) May 2021 – Utilities Maintenance – Water & Wastewater Activity Report.

Department/Individual:	Initials:	Remarks:
Administration, Peter A. Williams	PW	
Public Works, William Arnold	WA	
Amount of fiscal impact:	Account information:	
None	No fiscal impact at this time.	
	Funds in City Budget.	
	Funds not in City Budget.	

Summary Statement

The attached financial report for FY 2021 contains months of financial data from July 1, 2020 to May 31, 2021 and the Utilities Maintenance Water & Wastewater Activity Report ending May 31, 2021. The information in these documents is distributed to Bethel City Council members for their review. This Information Memorandum documents the dissemination of this report to Bethel City Council members, as required by the Alaska Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs, in their administration of the Best Practices protocol.

The process of preparing and submitting a monthly financial report and a water and wastewater activity report to City Council helps the City earn points on the Water and Sewer Utility Best Practices Operation and Maintenance Reports. The City must have a score of 60 or greater out of 100 points in order to be approved for funding from the Environmental Protection Agency (EPA) and the Alaska Department of Environmental Conservation (DEC). In other capital grants administered by DEC's Village Safe Water Program, the City's Best Practices score is an application scoring criterion.



City of Bethel - Public Works Department

Utilities Maintenance Activity Report

FY21 - May 2021

Public Works Director - William Arnold

City Sub Water Treatment Plant

Bethel Heights Water Treatment Plant

	Water				Chemical Usage				Water				Chemical Usage		
	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	Backwash Usage (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)	Disodium Phosphate (lbs)	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	School Water (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)
May	4,392,516	1,607,000	1,605,380	576,000	1,125	10,530	10,530	54	2,399,237	448,500	4,950,886	122,112	450	3,840	111
Fiscal Year to Date	51,858,912	17,840,000	1,519,894	6,887,710	12,855	137,305	137,305	351	36,181,778	6,305,219	66,035,779	940,635	6,975	51,920	1,318

Bethel Heights WTP	Monthly water logs to ADEC from BHWTP and CSWTP. Plant in Summer-mode.
City Sub WTP	Monthly water logs for BHWTP and CSWTP to ADEC. Pulled Nitrate, TTHMs, HAA5 set to SGS lab for testing. Filters 1 and 2 Regenerated with new Anthracite.
Sewer Lagoon	DMR report to ADEC.
Piped Sewer	13 alarms on residential lift stations were responded to. Multiple issues with grinder pumps and float systems. 13 residential lift station repairs. Line flushing and leveling activities on low-flow and plugged sewer lines. Non-compliance reports were filled out per DEC requirements. Been working with contractors on the main lift station. Main Lift Station Bypass complete. Waiting for new pumps to arrive.
Piped Water	Monthly meter readings, service connections, and disconnects were performed. Replaced leaky fire hydrants and corp stop in housing. Monthly meter reading and service connections were completed.
Other	Daily safety meetings are held. Clean up and organization of shops and vehicles.

Prepared by - Water/Wastewater Utilities Foreman

CITY OF BETHEL
COMBINED CASH INVESTMENT
MAY 31, 2021

COMBINED CASH ACCOUNTS

TOTAL COMBINED CASH

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

51 ALLOCATION TO WATER & SEWER SERVICES	2,587,875.32
TOTAL ALLOCATIONS TO OTHER FUNDS	2,587,875.32
ALLOCATION FROM COMBINED CASH FUND - 01-10100	
ZERO PROOF IF ALLOCATIONS BALANCE	2,587,875.32

CITY OF BETHEL
BALANCE SHEET
MAY 31, 2021

WATER & SEWER SERVICES

ASSETS

51-10100	CASH IN COMBINED FUND	2,587,875.32	
51-12502	INVESTMENT-AMLIP W SUBS	888,935.74	
51-12507	INVESTMENT-AMLIP S SUBS	202,352.44	
51-13100	ACCOUNTS RECEIVABLE	1,094,828.78	
51-13900	ALLOWANCE-DOUBTFUL ACCTS	(86,559.92)	
51-14200	HEATING FUEL INVENTORY	37,364.50	
51-14400	DIESEL FUEL INVENTORY	33,331.40	
51-16200	IMPROVEMENTS	859,264.53	
51-16300	BUILDINGS	2,869,625.96	
51-16400	PLANTS AND LINES-GENERAL	45,472,710.77	
51-16500	MACHINERY & EQUIP-GENERAL	223,338.57	
51-16600	VEHICLES-GENERAL	5,793,431.61	
51-16800	ACCUM DEPR-BUILDINGS	(2,900,009.07)	
51-16900	ACCUM DEPR-PLANT/LINE-GNL	(23,228,914.42)	
51-17000	ACCUM DEP-M&E GENERAL	(149,697.97)	
51-17100	ACCUM DEPR-VEHICLES-GENERAL	(2,992,585.16)	
51-18000	W/S CONSTRUCTION IN PROGRESS	3,159,195.82	
51-19000	DEFERRED OUTFLOW-PENSION	773,404.50	
TOTAL ASSETS			34,637,893.40

LIABILITIES AND EQUITY

LIABILITIES

51-20100	VOUCHERS PAYABLE	(87,519.68)	
51-22100	ACCRUED VACATION	119,393.81	
51-22200	VACATION/SICK LEAVE	10,145.58	
51-25900	DUE TO/FROM OTHER FUNDS	1,996,668.23	
51-26100	UTILITY DEPOSITS	351,279.16	
51-27500	USDA JETTY LOAN PAYABLE	884,046.21	
51-29000	DEFERRED INFLOW-PENSION	256,868.55	
51-29100	PENSION LIABILITY	3,843,487.07	
51-29200	NATLBANKAK LOANS PAYABLE	224,823.00	
TOTAL LIABILITIES			7,599,191.93

FUND EQUITY

51-30100	CONTRIBUTED CAPITAL-STATE	19,123,506.25	
51-30200	CONTRIBUTED CAPITAL-FED	12,849,737.68	
51-30300	CONTRIB CAP-CORP ENGR	5,816,281.20	
51-30400	CONTRIB CAP-PHS	972,517.00	
51-30500	CONTRIB CAP-EDA	311,207.20	
51-30600	CONTRIB CAP-U OF A	127,476.00	
51-30700	CONTRIBUTED CAPITAL VSW	9,072,576.55	
51-30800	CONTRIBUTED CAPITAL-RECD	72,736.71	
51-31900	CONTRIB CAP-OTHER	3,247,238.09	
51-31950	CONTRIB CAPITAL-FLEET REP FUND	23,460.12	
51-32100	AMORTIZATION CONTRIBUTION	(7,758,406.58)	
51-37900	DESIGNATED-CAP IMPROV & DEPREC	251,213.07	

UNAPPROPRIATED FUND BALANCE:

CITY OF BETHEL
BALANCE SHEET
MAY 31, 2021

WATER & SEWER SERVICES

51-39900	FUND BALANCE-WATER & SEWER SER	(18,464,405.76)	
	REVENUE OVER EXPENDITURES - YTD	<u>994,686.39</u>	
	BALANCE - CURRENT DATE	<u>(17,469,719.37)</u>	
	TOTAL FUND EQUITY		<u>26,639,823.92</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>34,239,015.85</u></u>

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2021

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STATE FUNDING</u>					
51-41-423 STATE OF AK UI TRUST FUND	8,685.27	8,685.27	.00	(8,685.27)	.0
TOTAL STATE FUNDING	8,685.27	8,685.27	.00	(8,685.27)	.0
<u>WATER</u>					
51-42-410 TRUCKED WATER	2,613,204.80	2,613,204.80	2,882,771.00	269,566.20	90.7
51-42-412 METERED PIPED WATER COMM.	715,090.59	715,090.59	1,066,349.00	351,258.41	67.1
51-42-414 UNMETERED PIPED WTR RESID	750,149.70	750,149.70	832,898.00	82,748.30	90.1
51-42-415 M PIPED WATER RESIDENTIAL	50.00	50.00	.00	(50.00)	.0
51-42-416 CONTRACT WATER	10,960.00	10,960.00	10,995.00	35.00	99.7
51-42-436 PUMPHOUSE WATER	22,783.96	22,783.96	19,425.00	(3,358.96)	117.3
TOTAL WATER	4,112,239.05	4,112,239.05	4,812,438.00	700,198.95	85.5
<u>SEWER</u>					
51-43-411 TRUCKED SEWER (EVAC/HB)	1,480,100.54	1,480,100.54	1,697,440.00	217,339.46	87.2
51-43-412 METERED PIPED SEWER COMM.	439,331.50	439,331.50	893,924.00	454,592.50	49.2
51-43-414 UNMETERED PIPED SEWER RES	220,040.67	220,040.67	249,523.00	29,482.33	88.2
51-43-415 M PIPED SEWER RESIDENTIAL	673.32	673.32	.00	(673.32)	.0
51-43-416 CONTRACT SEWER	12,713.44	12,713.44	25,573.00	12,859.56	49.7
TOTAL SEWER	2,152,859.47	2,152,859.47	2,866,460.00	713,600.53	75.1
<u>MISCELLANEOUS</u>					
51-45-434 UTILITY PENALTY/INTEREST	65,603.96	65,603.96	39,308.00	(26,295.96)	166.9
51-45-435 RECONNECT FEES	35.00	35.00	2,841.00	2,806.00	1.2
51-45-450 SENIOR DISCOUNT	(45,156.86)	(45,156.86)	(47,380.00)	(2,223.14)	(95.3)
51-45-467 NSF CHECKS AND FEES	.00	.00	134.00	134.00	.0
51-45-468 UTILITY INSPECTION FEES	530.00	530.00	2,060.00	1,530.00	25.7
51-45-471 WATER SUBSCRIPTION FEES	159,363.88	159,363.88	173,447.00	14,083.12	91.9
51-45-472 SEWER SUBSCRIPTION FEES	167,959.91	167,959.91	182,751.00	14,791.09	91.9
51-45-487 INVESTMENT INCOME	225.20	225.20	16,480.00	16,254.80	1.4
TOTAL MISCELLANEOUS	348,561.09	348,561.09	369,641.00	21,079.91	94.3
<u>MISCELLANEOUS</u>					
51-49-466 CASH OVER/SHORT	18.87	18.87	(103.00)	(121.87)	18.3
51-49-495 MISCELLANEOUS INCOME	18,450.04	18,450.04	3,323.00	(15,127.04)	555.2
TOTAL MISCELLANEOUS	18,468.91	18,468.91	3,220.00	(15,248.91)	573.6
TOTAL FUND REVENUE	6,640,813.79	6,640,813.79	8,051,759.00	1,410,945.21	82.5

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2021

WATER & SEWER SERVICES

PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
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CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2021

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
51-80-501 SALARIES	58,959.67	58,959.67	108,696.00	49,736.33	54.2
51-80-502 OVERTIME	7,508.83	7,508.83	2,000.00	(5,508.83)	375.4
51-80-508 LEAVE CASHOUT	.00	.00	5,535.00	5,535.00	.0
51-80-511 MEDICARE FICA	977.50	977.50	1,605.00	627.50	60.9
51-80-512 GROUP HEALTH INSURANCE	33,997.27	33,997.27	42,189.00	8,191.73	80.6
51-80-515 UNEMPLOYMENT	4,542.99	4,542.99	1,970.00	(2,572.99)	230.6
51-80-516 WORKERS' COMPENSATION	368.28	368.28	294.00	(74.28)	125.3
51-80-518 PERS	14,401.98	14,401.98	24,353.00	9,951.02	59.1
51-80-519 UTILITY BENEFIT	452.06	452.06	7,980.00	7,527.94	5.7
51-80-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-80-561 SUPPLIES	2,579.96	2,579.96	4,000.00	1,420.04	64.5
51-80-649 ONLINE BILL PAY	4,421.69	4,421.69	4,000.00	(421.69)	110.5
51-80-683 MINOR EQUIPMENT	.00	.00	7,000.00	7,000.00	.0
51-80-721 INSURANCE	961.07	961.07	955.00	(6.07)	100.6
51-80-733 POSTAGE	4,248.87	4,248.87	15,000.00	10,751.13	28.3
51-80-736 BANK CHARGES	27,381.79	27,381.79	42,000.00	14,618.21	65.2
51-80-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
51-80-996 ADMIN OVERHEAD-IT SVCS	11,280.19	11,280.19	14,684.00	3,403.81	76.8
51-80-998 ADMINISTRATIVE OVERHEAD-GF	32,266.02	32,266.02	29,704.00	(2,562.02)	108.6
TOTAL UTILITY BILLING	204,348.17	204,348.17	314,465.00	110,116.83	65.0

<u>HAULED WATER</u>					
51-81-501 SALARIES	391,310.92	391,310.92	489,210.00	97,899.08	80.0
51-81-502 OVERTIME	101,296.41	101,296.41	137,000.00	35,703.59	73.9
51-81-508 LEAVE CASHOUT	8,095.80	8,095.80	23,864.00	15,768.20	33.9
51-81-511 MEDICARE	7,297.10	7,297.10	9,080.00	1,782.90	80.4
51-81-512 EMPLOYEE GROUP BENEFITS	166,738.32	166,738.32	231,395.00	64,656.68	72.1
51-81-515 UNEMPLOYMENT	8,352.27	8,352.27	8,496.00	143.73	98.3
51-81-516 WORKERS' COMPENSATION	9,835.21	9,835.21	16,177.00	6,341.79	60.8
51-81-518 PERS	107,504.48	107,504.48	137,766.00	30,261.52	78.0
51-81-519 UTILITY BENEFIT	15,604.87	15,604.87	41,496.00	25,891.13	37.6
51-81-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
51-81-561 SUPPLIES	9,902.83	9,902.83	10,000.00	97.17	99.0
51-81-563 WEARING APPAREL	8,748.90	8,748.90	10,000.00	1,251.10	87.5
51-81-600 TIRES	22,360.13	22,360.13	24,000.00	1,639.87	93.2
51-81-601 VEHICLE MT. (PARTS & TOOLS)	64,240.68	64,240.68	68,000.00	3,759.32	94.5
51-81-602 GASOLINE/DIESEL/OIL	70,766.20	70,766.20	150,000.00	79,233.80	47.2
51-81-621 ELECTRICITY	6,634.96	6,634.96	10,500.00	3,865.04	63.2
51-81-622 TELEPHONE	30.03	30.03	650.00	619.97	4.6
51-81-623 HEATING FUEL	9,570.92	9,570.92	12,325.00	2,754.08	77.7
51-81-626 WATER/SEWER/GARBAGE	4,861.98	4,861.98	.00	(4,861.98)	.0
51-81-627 STAFF CELLULAR PHONES	615.38	615.38	840.00	224.62	73.3
51-81-650 LAB TESTS	1,050.00	1,050.00	5,000.00	3,950.00	21.0
51-81-661 VEHICLE MAINT/REPAIR	224,374.51	224,374.51	391,472.00	167,097.49	57.3
51-81-662 PROPERTY MAINT	34,778.08	34,778.08	44,920.00	10,141.92	77.4
51-81-669 OTHER PURCHASED SERVICES	344.96	344.96	5,000.00	4,655.04	6.9
51-81-683 MINOR EQUIPMENT	6,385.87	6,385.87	4,000.00	(2,385.87)	159.7
51-81-691 WATER TRUCK	3,600.00	3,600.00	300,000.00	296,400.00	1.2
51-81-695 FLEET MGMT. SOFTWARE/TABLETS/	.00	.00	75,000.00	75,000.00	.0

CITY OF BETHEL
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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-81-721 INSURANCE	89,463.77	89,463.77	88,907.00	(556.77)	100.6
51-81-722 INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
51-81-724 DUES/SUBSCRIPTIONS	.00	.00	80.00	80.00	.0
51-81-799 MISCELLANEOUS	269.31	269.31	2,000.00	1,730.69	13.5
51-81-996 ADMIN OVERHEAD-IT SVCS	10,731.84	10,731.84	13,970.00	3,238.16	76.8
51-81-998 ADMINISTRATIVE OVERHEAD-GF	165,773.29	165,773.29	179,862.00	14,088.71	92.2
TOTAL HAULED WATER	1,550,539.02	1,550,539.02	2,504,010.00	953,470.98	61.9

PIPED WATER

51-82-501 SALARIES	145,739.23	145,739.23	183,306.00	37,566.77	79.5
51-82-502 OVERTIME	49,609.57	49,609.57	34,375.00	(15,234.57)	144.3
51-82-508 LEAVE CASHOUT	6,474.59	6,474.59	8,976.00	2,501.41	72.1
51-82-510 SOCIAL SECURITY	.00	.00	966.00	966.00	.0
51-82-511 MEDICARE	2,968.47	2,968.47	3,156.00	187.53	94.1
51-82-512 EMPLOYEE GROUP BENEFITS	49,016.84	49,016.84	58,484.00	9,467.16	83.8
51-82-515 UNEMPLOYMENT	1,921.41	1,921.41	1,634.00	(287.41)	117.6
51-82-516 WORKERS' COMPENSATION	3,240.93	3,240.93	5,623.00	2,382.07	57.6
51-82-518 PERS	42,976.57	42,976.57	47,890.00	4,913.43	89.7
51-82-519 UTILITY BENEFIT	5,220.44	5,220.44	10,488.00	5,267.56	49.8
51-82-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
51-82-561 SUPPLIES	1,988.92	1,988.92	6,000.00	4,011.08	33.2
51-82-563 WEARING APPAREL	1,191.14	1,191.14	3,000.00	1,808.86	39.7
51-82-592 PLUMBING SUPPLIES	.00	.00	15,000.00	15,000.00	.0
51-82-600 TIRES AND WHEELS	277.40	277.40	500.00	222.60	55.5
51-82-601 VEHICLE MT. (PARTS & TOOLS)	1,683.73	1,683.73	1,500.00	(183.73)	112.3
51-82-602 GASOLINE/DIESEL/OIL	9,110.60	9,110.60	15,000.00	5,889.40	60.7
51-82-621 ELECTRICITY-UTIL MT SHOP	3,710.20	3,710.20	5,500.00	1,789.80	67.5
51-82-622 TELEPHONE	60.06	60.06	100.00	39.94	60.1
51-82-623 HEATING FUEL	16,418.58	16,418.58	21,250.00	4,831.42	77.3
51-82-626 WATER/SEWER/GARB	446.81	446.81	600.00	153.19	74.5
51-82-627 STAFF CELLULAR PHONES	606.08	606.08	800.00	193.92	75.8
51-82-649 ENGINEERING SERVICES	.00	.00	25,000.00	25,000.00	.0
51-82-661 VEHICLE MAINT/REPAIR	2,148.66	2,148.66	3,788.00	1,639.34	56.7
51-82-664 COMPUTER SERVICES	.00	.00	15,245.00	15,245.00	.0
51-82-665 CITY SAFETY	.00	.00	2,000.00	2,000.00	.0
51-82-669 OTHER PURCHASED SERVICES	1,146.57	1,146.57	1,500.00	353.43	76.4
51-82-683 MINOR EQUIPMENT	6,310.74	6,310.74	25,750.00	19,439.26	24.5
51-82-691 PIPED WATER CAPITAL USDA MATCH	8,146.50	8,146.50	200,895.00	192,748.50	4.1
51-82-721 INSURANCE	6,766.65	6,766.65	6,812.00	45.35	99.3
51-82-722 INSURANCE-DED EXP & OTHER	2,122.72	2,122.72	.00	(2,122.72)	.0
51-82-727 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
51-82-996 ADMIN OVERHEAD-IT SVCS	11,711.04	11,711.04	15,245.00	3,533.96	76.8
51-82-998 ADMINISTRATIVE OVERHEAD-GF	61,993.08	61,993.08	79,545.00	17,551.92	77.9
TOTAL PIPED WATER	443,007.53	443,007.53	805,928.00	362,920.47	55.0

BETHEL HTS WTR TREATMENT

51-83-501 SALARIES	101,612.64	101,612.64	124,238.00	22,625.36	81.8
51-83-502 OVERTIME	27,016.79	27,016.79	37,000.00	9,983.21	73.0
51-83-508 LEAVE CASHOUT	10,550.10	10,550.10	12,068.00	1,517.90	87.4

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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-83-511 MEDICARE	459.76	459.76	2,338.00	1,878.24	19.7
51-83-512 EMPLOYEE GROUP BENEFITS	20,510.87	20,510.87	44,499.00	23,988.13	46.1
51-83-515 UNEMPLOYMENT	687.68	687.68	1,882.00	1,194.32	36.5
51-83-516 WORKERS' COMPENSATION	2,452.45	2,452.45	4,165.00	1,712.55	58.9
51-83-518 PERS	28,298.50	28,298.50	35,472.00	7,173.50	79.8
51-83-519 UTILITY BENEFIT	8,885.17	8,885.17	7,980.00	(905.17)	111.3
51-83-545 TRAINING/TRAVEL	1,774.50	1,774.50	4,000.00	2,225.50	44.4
51-83-561 SUPPLIES	3,082.99	3,082.99	4,000.00	917.01	77.1
51-83-563 WEARING APPAREL	1,408.50	1,408.50	1,500.00	91.50	93.9
51-83-567 CHEMICALS	42,225.48	42,225.48	55,000.00	12,774.52	76.8
51-83-592 PLUMBING SUPPLIES	144.08	144.08	5,000.00	4,855.92	2.9
51-83-621 ELECTRICITY (PUMPHOUSE)	61,040.03	61,040.03	90,000.00	28,959.97	67.8
51-83-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-83-623 HEATING FUEL (PUMPHOUSE)	68,744.07	68,744.07	110,500.00	41,755.93	62.2
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	4,328.19	4,328.19	12,000.00	7,671.81	36.1
51-83-661 VEHICLE MAINT/REPAIR	2,148.66	2,148.66	.00	(2,148.66)	.0
51-83-669 OTHER PURCHASED SERVICES	4,543.46	4,543.46	15,000.00	10,456.54	30.3
51-83-683 MINOR EQUIPMENT	21,879.59	21,879.59	25,000.00	3,120.41	87.5
51-83-690 CAPITAL EXPENDITURES	.00	.00	80,000.00	80,000.00	.0
51-83-721 INSURANCE	22,162.80	22,162.80	22,272.00	109.20	99.5
51-83-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-83-773 SITE IMPROVEMENTS -CAPITAL	.00	.00	27,094.00	27,094.00	.0
51-83-996 ADMIN OVERHEAD-IT SVCS	11,162.68	11,162.68	14,531.00	3,368.32	76.8
51-83-998 ADMINISTRATIVE OVERHEAD-GF	50,885.09	50,885.09	45,576.00	(5,309.09)	111.7
TOTAL BETHEL HTS WTR TREATMENT	496,004.08	496,004.08	784,115.00	288,110.92	63.3

CITY SUB WTR TREATMENT

51-84-501 SALARIES	85,140.70	85,140.70	189,507.00	104,366.30	44.9
51-84-502 OVERTIME	30,921.51	30,921.51	37,000.00	6,078.49	83.6
51-84-508 LEAVE CASHOUT	10,898.97	10,898.97	9,244.00	(1,654.97)	117.9
51-84-511 MEDICARE	1,907.72	1,907.72	3,284.00	1,376.28	58.1
51-84-512 EMPLOYEE GROUP BENEFITS	24,958.21	24,958.21	69,927.00	44,968.79	35.7
51-84-515 UNEMPLOYMENT	687.68	687.68	1,953.00	1,265.32	35.2
51-84-516 WORKERS' COMPENSATION	3,488.43	3,488.43	5,851.00	2,362.57	59.6
51-84-518 PERS	25,533.72	25,533.72	49,831.00	24,297.28	51.2
51-84-519 UTILITY BENEFIT	5,151.47	5,151.47	12,540.00	7,388.53	41.1
51-84-545 TRAINING/TRAVEL	1,000.00	1,000.00	5,000.00	4,000.00	20.0
51-84-561 SUPPLIES	2,798.39	2,798.39	2,500.00	(298.39)	111.9
51-84-563 WEARING APPAREL	909.75	909.75	1,500.00	590.25	60.7
51-84-567 CHEMICALS	.00	.00	100,000.00	100,000.00	.0
51-84-592 PLUMBING SUPPLIES	74.95	74.95	3,000.00	2,925.05	2.5
51-84-600 TIRES & WHEELS	777.40	777.40	1,500.00	722.60	51.8
51-84-602 GASOLINE/DIESEL/OIL	1,280.57	1,280.57	1,000.00	(280.57)	128.1
51-84-621 ELECTRICITY (CS WTF)	50,417.11	50,417.11	70,000.00	19,582.89	72.0
51-84-622 TELEPHONE	30.03	30.03	100.00	69.97	30.0
51-84-623 HEATING FUEL(CS WTF)	80,052.32	80,052.32	127,500.00	47,447.68	62.8
51-84-650 LAB TESTS	9,527.24	9,527.24	10,000.00	472.76	95.3
51-84-661 VEHICLE MAINT (ISF)	2,148.66	2,148.66	15,000.00	12,851.34	14.3
51-84-665 CITY SAFETY	571.30	571.30	.00	(571.30)	.0
51-84-669 OTHER PURCHASED SERVICES	4,589.91	4,589.91	5,000.00	410.09	91.8
51-84-683 MINOR EQUIPMENT	21,183.82	21,183.82	20,000.00	(1,183.82)	105.9

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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-84-690 CAPITAL EXPENDITURES	.00	.00	80,000.00	80,000.00	.0
51-84-721 INSURANCE	13,799.28	13,799.28	13,899.00	99.72	99.3
51-84-996 ADMIN OVERHEAD-IT SVCS	12,259.38	12,259.38	15,958.00	3,698.62	76.8
51-84-998 ADMINISTRATIVE OVERHEAD-GF	72,043.14	72,043.14	65,756.00	(6,287.14)	109.6
TOTAL CITY SUB WTR TREATMENT	462,151.66	462,151.66	916,850.00	454,698.34	50.4

HAULED SEWER

51-85-501 SALARIES	419,224.62	419,224.62	550,488.00	131,263.38	76.2
51-85-502 OVERTIME	149,952.42	149,952.42	125,000.00	(24,952.42)	120.0
51-85-508 LEAVE CASHOUT	16,667.36	16,667.36	26,853.00	10,185.64	62.1
51-85-510 SOCIAL SECURITY	2,086.93	2,086.93	.00	(2,086.93)	.0
51-85-511 MEDICARE	8,572.22	8,572.22	9,963.00	1,390.78	86.0
51-85-512 EMPLOYEE GROUP BENEFITS	146,248.32	146,248.32	260,128.00	113,879.68	56.2
51-85-515 UNEMPLOYMENT	.00	.00	7,315.00	7,315.00	.0
51-85-516 WORKERS' COMPENSATION	19,961.37	19,961.37	19,122.00	(839.37)	104.4
51-85-518 PERS	116,512.74	116,512.74	148,607.00	32,094.26	78.4
51-85-519 UTILITY BENEFIT	16,631.66	16,631.66	46,649.00	30,017.34	35.7
51-85-561 SUPPLIES	8,105.97	8,105.97	7,000.00	(1,105.97)	115.8
51-85-563 WEARING APPAREL	13,022.20	13,022.20	7,000.00	(6,022.20)	186.0
51-85-600 TIRES & WHEELS	1,523.02	1,523.02	9,000.00	7,476.98	16.9
51-85-601 VEHICLE MT. (PARTS & TOOLS)	47,687.24	47,687.24	43,000.00	(4,687.24)	110.9
51-85-602 GASOLINE/DIESEL/OIL	67,664.89	67,664.89	110,000.00	42,335.11	61.5
51-85-621 ELECTRICITY	6,634.96	6,634.96	8,300.00	1,665.04	79.9
51-85-622 TELEPHONE	.00	.00	400.00	400.00	.0
51-85-623 HEATING FUEL	9,570.91	9,570.91	10,200.00	629.09	93.8
51-85-626 WATER/SEWER/GARBAGE	4,861.98	4,861.98	9,000.00	4,138.02	54.0
51-85-627 CELL PHONE	.00	.00	840.00	840.00	.0
51-85-661 VEHICLE MAINT/REPAIR	222,027.38	222,027.38	310,326.00	88,298.62	71.6
51-85-662 PROPERTY MAINT	34,778.08	34,778.08	44,920.00	10,141.92	77.4
51-85-669 OTHER PURCHASED SERVICES	100.56	100.56	7,000.00	6,899.44	1.4
51-85-683 MINOR EQUIPMENT	3,425.23	3,425.23	3,100.00	(325.23)	110.5
51-85-692 NEW SEWER TRUCKS	.00	.00	300,000.00	300,000.00	.0
51-85-693 FLEET MGMT. SOFTWARE/TABLETS/	.00	.00	75,000.00	75,000.00	.0
51-85-721 INSURANCE	72,282.98	72,282.98	71,834.00	(448.98)	100.6
51-85-722 INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
51-85-799 MISCELLANEOUS	.00	.00	1,200.00	1,200.00	.0
51-85-996 ADMIN OVERHEAD-IT SVCS	10,731.84	10,731.84	13,970.00	3,238.16	76.8
51-85-998 ADMINISTRATIVE OVERHEAD-GF	189,047.13	189,047.13	199,304.00	10,256.87	94.9
TOTAL HAULED SEWER	1,587,322.01	1,587,322.01	2,435,519.00	848,196.99	65.2

PIPED SEWER

51-86-501 SALARIES	140,597.21	140,597.21	183,008.00	42,410.79	76.8
51-86-502 OVERTIME	49,609.63	49,609.63	45,000.00	(4,609.63)	110.2
51-86-508 LEAVE CASHOUT	6,173.95	6,173.95	8,335.00	2,161.05	74.1
51-86-511 MEDICARE	2,893.31	2,893.31	3,306.00	412.69	87.5
51-86-512 EMPLOYEE GROUP BENEFITS	45,171.92	45,171.92	58,484.00	13,312.08	77.2
51-86-515 UNEMPLOYMENT	1,921.41	1,921.41	1,634.00	(287.41)	117.6
51-86-516 WORKERS' COMPENSATION	3,408.68	3,408.68	6,454.00	3,045.32	52.8
51-86-518 PERS	41,845.39	41,845.39	50,162.00	8,316.61	83.4

CITY OF BETHEL
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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-86-519 UTILITY BENEFITS	5,375.44	5,375.44	10,488.00	5,112.56	51.3
51-86-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
51-86-561 SUPPLIES	4,316.97	4,316.97	6,000.00	1,683.03	72.0
51-86-563 WEARING APPAREL	910.49	910.49	3,000.00	2,089.51	30.4
51-86-592 PLUMBING SUPPLIES	.00	.00	10,000.00	10,000.00	.0
51-86-600 TIRES & WHEELS	500.00	500.00	500.00	.00	100.0
51-86-601 VEHICLE MT. (PARTS & TOOLS)	1,305.46	1,305.46	1,500.00	194.54	87.0
51-86-602 GASOLINE/DIESEL/OIL	5,990.59	5,990.59	15,000.00	9,009.41	39.9
51-86-621 ELECTRICITY-LIFTST & BLDG	82,803.51	82,803.51	100,000.00	17,196.49	82.8
51-86-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-86-623 HEATING FUEL	22,166.69	22,166.69	29,750.00	7,583.31	74.5
51-86-626 WATER/SEWER/GARB	446.81	446.81	600.00	153.19	74.5
51-86-661 VEHICLE MAINT/REPAIR	2,148.66	2,148.66	3,000.00	851.34	71.6
51-86-669 OTHER PURCHASED SERVICES	33,144.45	33,144.45	43,400.00	10,255.55	76.4
51-86-683 MINOR EQUIPMENT	158,507.28	158,507.28	125,000.00	(33,507.28)	126.8
51-86-685 EQUIPMENT	96.07	96.07	.00	(96.07)	.0
51-86-691 PIPED SEWER CAPITAL	.00	.00	57,137.00	57,137.00	.0
51-86-699 PIPED SEWER CAP EXP SL ASSETS	49,132.61	49,132.61	.00	(49,132.61)	.0
51-86-721 INSURANCE	6,681.29	6,681.29	6,725.00	43.71	99.4
51-86-736 LEASED PROPERTY-LIFT STATIONS	15,443.19	15,443.19	15,000.00	(443.19)	103.0
51-86-996 ADMIN OVERHEAD-IT SVCS	11,711.08	11,711.08	15,245.00	3,533.92	76.8
51-86-998 ADMINISTRATIVE OVERHEAD-GF	62,098.88	62,098.88	57,233.00	(4,865.88)	108.5
TOTAL PIPED SEWER	754,400.97	754,400.97	859,461.00	105,060.03	87.8

SEWER LAGOON

51-87-501 SALARIES	43,148.86	43,148.86	69,619.00	26,470.14	62.0
51-87-502 OVERTIME	11,278.38	11,278.38	10,250.00	(1,028.38)	110.0
51-87-508 LEAVE CASHOUT	1,953.43	1,953.43	2,211.00	257.57	88.4
51-87-511 MEDICARE	828.56	828.56	1,158.00	329.44	71.6
51-87-512 EMPLOYEE GROUP BENEFITS	11,762.83	11,762.83	22,885.00	11,122.17	51.4
51-87-515 UNEMPLOYMENT	426.98	426.98	710.00	283.02	60.1
51-87-516 WORKERS' COMPENSATION	844.91	844.91	2,261.00	1,416.09	37.4
51-87-518 PERS	11,974.06	11,974.06	17,571.00	5,596.94	68.2
51-87-519 UTILITY BENEFIT	1,272.76	1,272.76	4,104.00	2,831.24	31.0
51-87-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
51-87-561 SUPPLIES	756.28	756.28	1,500.00	743.72	50.4
51-87-563 WEARING APPAREL	596.35	596.35	2,000.00	1,403.65	29.8
51-87-592 PLUMBING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
51-87-602 GASOLINE	4,908.35	4,908.35	20,000.00	15,091.65	24.5
51-87-650 LAB TESTS (SAMPLES)	5,103.00	5,103.00	12,000.00	6,897.00	42.5
51-87-669 OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
51-87-683 MINOR EQUIPMENT	1,310.21	1,310.21	2,500.00	1,189.79	52.4
51-87-714 INTEREST-SEWER LAGOON BND	20,220.39	20,220.39	500.00	(19,720.39)	4044.1
51-87-721 INSURANCE	457.38	457.38	454.00	(3.38)	100.7
51-87-724 DUES & SUBSCRIPTIONS	7,920.00	7,920.00	7,920.00	.00	100.0
51-87-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-87-998 ADMINISTRATIVE OVERHEAD-GF	23,591.23	23,591.23	22,653.00	(938.23)	104.1
TOTAL SEWER LAGOON	148,353.96	148,353.96	205,796.00	57,442.04	72.1
TOTAL FUND EXPENDITURES	5,646,127.40	5,646,127.40	8,826,144.00	3,180,016.60	64.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2021

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	994,686.39	994,686.39	(774,385.00)	(1,769,071.39)	128.5

City Sub Water Plant: Weekly Preventative Maintenance

Month/Year: MAY, 2021

Operator: John Michaels

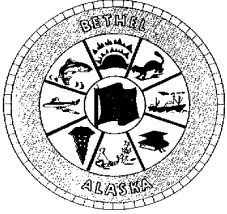
Equipment	Maintenance Description	Initials	Date
Week 1			
Generator	<i>Ensure generator starts, runs and functions properly</i>	JM	5-30
Chlorine Injectors	<i>Clean and inspect for wear</i>	JM	5-31
Week 2			
Generator	<i>Ensure generator starts, runs and functions properly</i>	JM	5-26
Chlorine Injectors	<i>Clean and inspect for wear</i>	JM	5-24
Week 3			
Generator	<i>Ensure generator starts, runs and functions properly</i>	JM	5-19
Chlorine Injectors	<i>Clean and inspect for wear</i>	JM	5-18
Week 4			
Generator	<i>Ensure generator starts, runs and functions properly</i>	JM	5-10
Chlorine Injectors	<i>Clean and inspect for wear</i>	JM	5-11
Week 5			
Generator	<i>Ensure generator starts, runs and functions properly</i>	JM	5-3
Chlorine Injectors	<i>Clean and inspect for wear</i>	JM	5-4

City Sub Water Plant: Monthly Preventative Maintenance

Month/Year: *MAY, 2021*

Operator: *John*

Equipment	Maintenance Description	Initials	Date
Generator	<i>Load-test generator for one hour</i>	<i>JW</i>	<i>5-30</i>
LMI Pumps	<i>Check diaphragms for wear/ abnormalities</i>	<i>JW</i>	<i>5-30</i>
High-Demand Pumps	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
Pressure Pump	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
Truck Fill Pump	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
Back-Wash Pump	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
Sump Pump	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
Water Loop Circulation Pumps	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
Air Compressors & Motors	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
Supply Loops	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
I.C. Glycol Pumps	<i>Grease pump</i>	<i>JW</i>	<i>5-25</i>
A-Loop Glycol	<i>Short circuit A-Loop to remove air bubble from line</i>	<i>JW</i>	<i>5-25</i>



CITY OF BETHEL

P.O. Box 388
Bethel, Alaska 99559
Ph. (907) 543-4150
Fax (907) 543-3817

MEMORANDUM

DATE: May 18 2021, 2021 to June 1, 2021

TO: City Council

FROM: Peter Williams, City Manager

RE: City Managers' Report

COVID-19 – We believe we have secured funding amounting to forty-five thousand dollars from DHSS to provide funding for those who are willing to be vaccinated and have not done so. We are working on the details with the Family Clinic and YKHC. I think the offer will be one-hundred dollars per perso

Public Works – Asked that the Parks be cleaned up and repaired. If the vandalism becomes a big problem, it will be difficult to keep up. The fence surround the Tundra Ridge Park was tore along with the guardrails at Owl Park.

Planning Dept. - Admi. Assistant in the Planning Dept. can now notarize documents.

American Rescue Plan –U.S. Treasury issued Interim Final Rule. They are asking for comments before the final ruling in June. The State legs. has this on their agenda for the Special Session that is to start August second.

City Managers Daily Log

May 19 – 1) Forward a complaint about the police dept. to the Police chief. 2) Responded to YKFC request to investigate unpaid invoices. 3) Followed on janitorial concerns that the Dept. Of Law requested. 4) Met with Rachel Gernat to discuss improving our responses to sexual assaults. 5)

May - 20 – 1) Discussed where the different departments and city council meetings will be with KYUK. –2) Met with BDO to discuss the audit requests. They report they say they will be finished by June 30. – 3) Work on the FY-22 Budget. 4) Checked on a property that was being flooding Larson subdivision. Loked at with the PW director and the developer. 4) Worked on FY-22 budget amendments.

May 21 1) Request from the auditors forwarded to CJ. Approved CJ to continue working with the auditors. 2) DOWL and I discussed the improvements needed at the Courthouse to hook-up the water to the city's, service line. We will not know the amount needed to finish this project till the bids come in. 3) Met with City attorney and Clerk, pool Manager and I to discuss the next step in expanding services at the pool. 4) Discussed audit request for an update to our clearing accounts. These are used by AR and should be reconciled regularly. 5) worked on changes to the Aquatic Centers budget. 6) Resolved janitorial concerns at the courthouse.

May 23- 1) Investigated concerns about water retention in the Larson subdivision. Talked to the developer. Agreed to look at the problem on Monday.

May 24 – 1) Zoom meeting with YKHC, CA, CC, and I to discuss the current Covid situation regarding the pool. 2) Reviewed Aquatic Ctr. budget with AFD. 3) Reviewed CC's comments about what to charge for Lease concerning leased properties and discussed them with the AFD. CC provides updated costs concerning the leases. 4) AFD forwards a updated version of the pool budget. 5) DOWL and contractor who will replace the roof at city hall discuss.

May 25 – 1) Try to obtain some concrete information about the ARP funding. There is Interim Guidance provided for public comments. We have followed a checklist to be ready to fill out the application when we receive it. 2) Akakeek-Ptarmigin-Delapp road project has been delayed to re-design without ROW acquisitions for the City's consideration. 3) Look at the Police chiefs request to amend the code concerning handicapping parking.

May 26-1) Meetings with DOWL to discuss updates to our capital projects. Of concern is the AVES project and the last two service agreements we need. 2) Discussed the projects we have with DOWL and the Public works Director.

May 27 – 1) Reviewed AML Warehouse lease try to ascertain if a appraisal was completed for this property. 2) work with the Finance /Dept concerning the FY-22 Budget.

May 28 -1) Reviewed comments from the Finance Dept about the cost of benefits being equal or sometimes more than salaries. 2) Reviewed the Special Council meeting regarding the budget with the AFD and what we needed for the next meeting on June 1.

May 31- 1) Helped out with the SBH attendants.

June 1- 1) Port Director resigns and the employees and I discuss job duties 2) work with AFD concerning FY-22 Budget.

Peter Williams

City Manger

Peter A. Williams
City Manager



May 26, 2021

Mr. William Arnold
Mr. Ted Meyer
Mr. John Sargent
Mr. Peter Williams
City of Bethel
P.O. Box 1388
Bethel, AK 99559

**Subject: 2017-2022 City of Bethel- DOWL Term Contract
Capital Projects Update**

CONTRACTED PROJECTS

Avenues Piped Water and Sewer- DOWL Task Order #2

- Have USDA's concurrence to phase the project. Phase 1 being mains, phase 2 being services. But all letter of conditions for phase 1 must be met before going to bid.
- Phase 1 Permit Submittal (95% design) submitted to ADEC on 04/09/21. ADEC has had multiple rounds of questions, we believe they will grant a construction approval within the next 2 days, but they will want to review the finalized service details, because they are actually mains.
- Service Agreement execution and Easement execution is progressing well. Two remain a concern at this point.
- We will issue one consolidated IFC plan set and specs within one month and prepare a final construction cost estimate. At 65%, the estimate was in the \$14M range. Expect the current estimate to have swelled to \$16-\$18M.
- DOWL will bring TecPro on as a subconsultant for the Bethel Heights treatment plant programming.
- DOWL will need an amendment to cover some additional design related expenses (\$7K in Permit fees, etc.)
- Easements need to be cleared this summer. Project should bid with USDA's concurrence this summer for fall-time/winter construction of the supports.

Lift Station Improvements- #15

- Main lift station has been up and running since May 10, 2021.
 - Some issues remain with temperature alarms.
 - Recommend replacing HVAC systems if \$ is available.
- Public Works and City Hall Lift Stations are both up and running, but DOWL has not bought off on them yet. Have not certified them as complete though. They have a checklist of items to finish off.
- BH West Back-up power is in the works. Generator ordered.
- SCADA system development is in the works.
- Project accounting:
 - \$2.081M that is obligated against the VSW grant funds
 - \$1.776M to TecPro Contracts

- \$305K to DOWL Contracts
 - \$620K that went against CARES Act Money
 - \$412K to TecPro Contracts
 - \$144K to DOWL Contracts
 - \$91K for AK Pumps (November 25 PO to AK Pump)
 - \$211K that went against the Institutional Corridor Budget mod for the SCADA system
- Passage of \$83K Change order is not accounted for above (for additional concrete work and Avenues tie-in)
- DOWL has an outstanding amendment for \$30K to finish up our support services.
- Replacement of YK Fitness Center lift station will be in the \$400K range if desired. \$80K for controls and SCADA.

Lead and Copper Issues at City Sub- #17

- Orthophosphate injection system is up and running as of November 17, 2020. ADEC has granted Interim Approval to Operate for one year (running out in Feb 2022), which will allow for monitoring as discussed.

City Hall Roof and Boiler Improvements- #23

- Construction will be in summer 2021. Submittal review and RFIs are underway. Anticipated construction will be 10 weeks. Vacation needs to happen by June 1, 2021.
- Will need a change order for a cantilever roof or shed roof over new lift station. Have requested change order proposal from WSI for lowering the bench. WSI reports they will have a price for the lowering of the bench today.

Subdivision Construction Oversight- #26

- NTP for construction oversight of Blue Sky, Ciulkulek, and Tanqik subdivisions
- DOWL provide on-site oversight of Ciulkulek and some initial for Blue Sky, but none for Tanqik. Used about half of total \$80K so far.

Yukon Kuskokwim Health and Fitness Center Repairs-- #28

- Total WSI charges have been \$222K to date (contracted total- \$289K). Total DOWL charges have been \$65K (contracted total- \$83K).
- \$18K remains in DOWL contract, but an amendment will be needed. DOWL been involved with a number of meetings and reports not related to the construction, but the litigation.
- DOWL and the City have pre-authorized a total of \$73K in additional work- most of which is repair work. Once CO is complete this would increase WSI's contract to \$362K. Most of the change order work is completed, but not invoiced for. WSI is working on the roof flashing this week.
- WSI is investigating why the boilers lose pressure. WSI has confirmed that a heat exchanger is leaking into the pool. They have ordered a new heat exchanger. Not going to do the Glycol switch out until the heat exchanger is replaced and the heating system holds pressure. The heat exchanger is not part of current scope of work.

Courthouse Water Service Replacement- #29

- DOWL submitted Permit submittal to Fire Marshal on March 31, 2021. May 15, 2021, we reported that we weren't going to wait any longer and they gave us comments.

- Fire watch will be required for when the water system is down. We state in the specs that the City will provide a watch for a maximum of 4 days. If the Contractor requires more than that- they must hire a security guard.
- Project is ready to bid. Will send completed package to Libby for review and put it out to bid. Bids will be due June 30, 2021. Mandatory pre-bid walk through on June 16, 2021.

CEHH Hydraulics and Hydrology Study- #31

- Draft study is complete and has been sent to DOT for review. The report concludes that if additional preventative measures are needed- an upstream retention pond is the solution.

Water and SewerCAD Models- #33

- 100% Paid for:
 - City subdivision WaterCAD Model
 - Bethel Heights WaterCAD Model
 - SystemWide SewerCAD Model
 - Heat Loss Model
- Been focusing on Bethel Heights because we need to for the Avenues project. All 4 are running, but additional work is needed to calibrate them, like sewer discharge pressures.
- Using the models to respond to two situations:
 - YKHC customer housing building (109 unit behind the hospital)
 - LKSD Ayaprun school hook-ups

Main Emergency Repair Project- #34

- 100% Paid
- Work is in conjunction with TO#15. Emergency Repair/Bypass is in Place and waiting on new pumps.

Public Works Facility Back-up Generator- #35

- 100% Paid
- CARES Act funded but still need to produce drawings for VanGo. Design is complete.
- City DPW will have some responsibilities with removing old generator and hauling new one around. Scope of Work for City will be shown on drawings.
- Cummins Generator has been ordered.

Community Wide Piped System PER- #36

- April 17, 2021 NTP.
- Need to have an official kick-off on this soon.
- Will take 4-5 months to prepare.

YK Fitness Center Expansion Feasibility Study- #37

- Parks and Recreation Committee Meeting on May 11, 2021.
- A::B is working on stakeholder surveys.

Short Term Rental Code Assessment- #38

- Planning group is having their second code review working meeting today, May 26, 2021.
- Code revisions appear to be going well, with positive feedback from Planning Commission.

Rate Study- Water and Sewer- #39

- NTP on April 28, 2021. FCS Group is compiling a data needs list. We have given them most of what we have for financial records.
- Draft report is due in August.

Addressing for GIS Database- #40

- Submitted to Bo draft database. Nothing remains that we are aware of.

Fuel Tank Farm Review- #42

- \$30K T&E budget for working with Vitus. May 13, 2021 NTP.
- DOWL team is reviewing Vitus's 65% submittal. Will have comments back to Ted on June 4, 2021.

Outstanding Fee Proposals

- Floor Plans of all City Facilities- IT Department- \$35K- T&E
- Amendment for lift station project- \$30K- Lump Sum

City of Bethel
Finance Department



Date: May 1st - June 1st, 2021
To: Peter Williams, City Manager
From: Xavier Mason,
Deputy Finance Director
Subject: Management Report, June 1st, 2021

The Finance Department's Monthly Manager Report details the progress, challenges, and dealings of the Finance Department for May 2021.

Current Events within the Finance Department

- The Finance Department has temporarily relocated to the Nora Guinn Court House.
- A member of the Utility Team has relocated to another city; subsequently, they are longer with the Finance Department.
- The Finance Department recruited and hired a new teammate to join the Utility Team.

Staffing/Recruitment

- Finance Director (vacant)
- Accounting Specialist II (vacant)
- Temporary Position (vacant)

Training

The Finance Department's goal is for our staff to be continuously and incrementally improving in their capacity to fulfill their roles. One of our objectives is to provide staff with opportunities for growth and exposure within all our sub-departments. The following is a list of group and independent trainings that are taking place within the Finance Department.

Group Training Sessions:

The Finance Department scheduled a training session, in early June, with the Carmen Jackson Team to review Cash Receipting.

- o The Finance Department is considering undertaking customer service training.

Independent Training:

- o The staff member in charge of AP/Payroll has enrolled into an online course to increase their knowledge and understanding.
- o The staff member in the General Ledger is considering an online course to increase their knowledge and understanding.
- o The Deputy Director is continuing is CPA training.

Select Tasks & Statuses by Sub-Department

Utility Billing

Tasks	Frequency	Status
Collections	Monthly	Current
ORS'	Daily	Current

Payroll/AP

Tasks	Frequency	Status
Personnel Action Requests	As Needed	Current
Deferred Compensation	Bi-weekly	Current
Payroll	Bi-weekly	Current
Accounts Payable	Weekly	Current

Sales Tax

Tasks	Frequency	Status
Applying Business License Payments	Daily	Behind (In order to address misallocated payments from 2019, we need to wait for the FY20 Audit to close)

Mailing Delinquency Notices	Monthly	Behind, about six months.
Constructing Aging Reports	Monthly	Two months behind
Applying Business License Renewals	As needed	Current
Drafting Payment Plans	As needed	Eight months behind
Applying Payments	Daily	Current
Reviewing & Processing Exemption Cards	As needed	Current

General Ledger

Tasks	Frequency	Status
Journal Entries	Recurring	Current (May)
Budget Amendments (from budget ordinances)	As needed	Current
Cash Reconciliations	Monthly	Has not been completed internally since 2015. Processes and Procedures are being drawn up to bring this partially back in-house.
Create Allocations & Run Checkout	Monthly	Current (April)
DOJ Grants	Quarterly	Current

Internal Improvements

The following are a list of internal tasks, actions, projects, or changes that we have made within the Finance Department for the purpose of improving operations.

- Management is collecting several KPIs to improve operations within the Department.
- The Deputy Finance Director, IT Director, and Grants Manager reviewed and scored the Request for Proposals for Accounting Services

Small & Big Wins

Finance Department

- Successfully relocated to the Nora Guinn Court Complex

General Ledger

- Spearheaded by the Carmen Jackson Team, we are in the process of developing a process for the monthly reconciliation of cash accounts, which has not been done regularly since 2015.

Utilities

- The Finance Department signed the City of Bethel up for the Alaska Housing Finance Corporation Utility Registry. Now families have access to assistance for the payment of utility bills.
- Spearheaded by the Carmen Jackson Team, 35 accounts were sent to collections worth a total of \$16,545.
- Spearheaded by the Carmen Jackson Team, 29 accounts were written off as bad debt, because they were too delinquent to send to collections.
- Processed at least 28 Extra Service call requests.

Payroll/AP

- AP/Payroll fixed errors within the Deferred Compensation Contribution with Payroll that began in November, that went unnoticed until March.

Sales Tax

- After developing a process last month, with the City Attorney, our Sales Tax Team issued six delinquent packets this month.
- Six new business licenses were issued.

Reviewing the Bethel Municipal Code (BMC)

- The Finance Department Team has begun listing various ordinances within the BMC that could be addressed/amended to improve our operations.

Interdepartmental Assistance

- Public Works
 - o The Finance Department assisted the Bethel Transit System in locating various sorts of financial documentation such as: detail ledgers, journal entries, receipts, paystubs, and timecards.

Political Considerations

- American Rescue Plan Act
- Ordinance 21-09
 - o Unanticipated negative consequences
 - An example is excessive free loading. An outlier account has 1,500 gallons of water delivered twice per week and has not made any payments in several months. The Finance Department is considering if we should seek an option that allows us to provide minimal services to accounts rather than stopping their water and sewer services in entirety. We have come to believe that a very small number of individuals are abusing the ordinance.

Meetings/Engagements

- Two members from the Finance Department met with Ed Flores with the Port of Bethel to discuss invoices from the Port and what Accounts Receivable might expect this coming season.
- The Deputy Finance Director met with the City Manager and the BDO CPA firm regarding the FY20 Audit on two occasions this month.
- The City Manager, Deputy Finance Director, and the Public Works Administrative Assistant revised the Capital Improvement Plan.
- On several occasions, the City Manager along with the Deputy Finance Director discussed the financials of the Aquatic Center with Carmen Jackson LLC. and the Aquatic Center.
- The Deputy Finance Director worked with the City Manager and the Carmen Jackson Team regarding Fund Balances.
- The Finance Committee met on 05/24/2021.
- The Deputy Finance Director attended all six of the Special City Council Meetings pertaining to the FY22 Budget Review

- The Deputy Finance Director attended the two City Council Meetings for the month of May occurring on the 4th and 25th.
- The Deputy Finance Director virtually attended the Alaska Remote Seller Sales Tax Commission Quarterly Update.
- The Deputy Finance Director virtually attended the Alaska Government Finance Association meeting, where he was asked to consider being appointed to their Board of Directors.

Challenges

- The Finance Department is low on staff, and the Deputy Finance Director is concerned about team members becoming burnt out due to their workloads.
- A strong member of our Utilities Team resigned this month, due to relocation. We have hired and began training new staff to transition into that vacancy.
- The Finance Department needs to continue training so that we may become more proficient at completing our daily tasks and duties.



**CITY OF BETHEL
Fire Department**

Daron R. Solesbee, Acting Fire Chief

P.O. Box 3231, Bethel, Alaska 99559

Phone: (907)-543-2131

Fax: (907)-543-2702

dsolesbee@cityofbethel.net

Celebrating 50 Years of Service

DATE: June 1, 2021

TO: Peter Williams, City Manager

FROM: Daron Solesbee, Acting Fire Chief

SUBJECT: Management Report, May 2021

Current Events

- Daron Solesbee is the Acting Fire Chief, since 08/21/2020.
- Thomas Haviland is the Acting Fire Captain, since 08/21/2020.

Community Planning/Preparedness

- Bethel Fire Department staff and volunteers are following all current City of Bethel ordinances and mandates regarding COVID-19 precautions.
- The department was selected as a test site for the new Medicaid Supplemental Emergency Medical Transport (SEMT) program. The City of Bethel will receive training from AP Triton in the coming months for program implementation and management. This program will allow for the Department to receive 50% of the uncompensated costs of Medicaid EMS transports from the federal government. This program is pending final implementation in the State of Alaska Legislature.

Training

- Staff and volunteer members have completed various online training courses.
- The department is scheduling Basic Life Support (BLS) Provider, State of Alaska Firefighter-1, Hazardous Materials Awareness and Operations Level, and Firefighter-2 courses for this summer and fall. If interested in becoming a Firefighter, please contact the Training Officer at (907) 543-2131 or send an email to fire@cityofbethel.net.

- On 05/04/2021 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed and conducted drills on the use, indications, contraindications, and dosages of various pre-hospital medications.
- On 05/05/2021 at 6:30 p.m., there was a Public Safety and Transportation Commission meeting.
- On 05/13/2021 at 7:00 p.m., a Fire Meeting was held at the fire station. Responders conducted flashover drills.
- On 05/18/2021 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed and conducted drills on respiratory emergencies.
- On 05/20/2021 at 9:00 a.m., staff received training from the State of Alaska Division of Forestry on the structure of Alaska's wildfire response coordination, current burn regulations, and small and large burn permit requirements.
- On 05/27/2021 at 7:00 p.m., a Fire Meeting was held at the fire station. Responders conducted drills at the training tower on aerial device setup, upper-level access, and rescue.

Responses

- Between 05/01/2021 and 05/31/2021, the Bethel Fire Department responded to 91 EMS and 32 Fire incidents.
- On 05/08/2021 at 11:45 p.m., firefighters responded to the report of black smoke showing from a home. Firefighters observed black smoke and fire coming from a window. Firefighters extinguished the fire and overhauled the contents. The cause of the fire was determined as accidental/unintentional.
- On 05/10/2021 at 1:17 p.m., medics responded to the report of a baby that fell from the second story of a home. The patient was assessed and transported to the hospital.
- On 05/12/2021 at 11:27 p.m., medics responded to the report of a child who was attacked by dog. The patient was assessed and transported to the hospital.
- On 05/24/2021 at 8:24 p.m. firefighters responded to the report of a structure fire. Firefighters observed a small fire in the yard of the residence that did not involve any structures. Crews extinguished the fire and cleared. The cause is under investigation.
- On 05/25/2021 at 2:16 P.M., firefighters responded to the report of a small brush fire. The fire was extinguished, and the area was overhauled. The cause of the fire is under investigation.

Budget/Financial

- The department is operating within its FY21 budget.
- The department has initiated the purchase of a new 2021 Ford Expedition Command Vehicle to replace the 2004 Ford F250 (Command-2). This vehicle is being purchased using a State of Alaska fleet vehicle contract. Additionally, this vehicle will be outfitted by Alaska Safety, Inc. This project will carry over to the FY22 Capital Budget.
- The FY22 proposed budget was submitted to the City Manager and City Council. Notable requests are additional six personnel and a replacement fire engine (pumper). These requests, if funded, will allow the department to meet minimum staffing standards determined by the NFPA, and replace the department's aging 1986 Grumman-Spartan Super Pumper Tanker, Engine 3.

Grants

- The Department will continue to seek grant funding for fire and EMS equipment, additional staffing, replacement fire apparatus, and other equipment.
- The department received funds from the State of Alaska Department of Homeland Security Grant Program for the purchase of cordless extrication tools. This equipment will be purchased soon.
- The department and City Grant Manager are preparing a request for the upcoming State of Alaska Homeland Security Grant for the purchase of new portable and mobile radios to replace obsolete equipment.

Staffing/Recruitment

- The City of Bethel is recruiting for a new Fire Chief and one Firefighter/EMT. The department welcomes its new hire, Reece Warren, a Firefighter/EMT from Sitka. Welcome to the team!
- The department is sending two staff members to NVFC Recruitment and Retention Officer training in June. With this training, the department will gain additional strategies and tactics for its recruitment program.

Vehicles & Equipment

- The Department is developing specifications for a new fire engine (Class A Pumper) to replace its aging 1986 Grumman Spartan Pumper-Tanker, Engine 3. This apparatus will have a 2000-gal water tank, Class A Foam System (CAFS), direct injection foam proportioner.

- We have received the parts for the Class-A Foam system for Engine-4. Staff determined that a 1" valve was required, upon finding the ¾" valve shipped was too small for the current foam system plumbing.
- Fire pump testing by Underwriter's Laboratory is being scheduled for this summer.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	(Backup ambulance) In service. Needs replacement. Battery/starting issues.
Medic 5	Ambulance	2019	(Frontline Ambulance) In service.
Medic 6	Ambulance	2017	(Second-Out Ambulance) In service. Back-Up camera is not functioning (wiring/connection issue). Rear heat in patient compartment is intermittent. Paint defects. Staff is requesting a technician from Braun Northwest to troubleshoot and repair these issues.
Engine 4	Pumper	2013	(Frontline pumper) In service. Generator fuel delivery problem will be repaired by an outside mechanic soon. Pump packing rings need to be tightened and/or replaced.
Engine 3	Pumper	1986	(Poor overall condition; needs replacement). Generator was remounted. Pump packing rings need to be tightened and/or replaced (unable to pass pump certification testing). Driveshaft replaced by V&E in August 2020.
Truck 1	Ladder Truck	2017	In service. Recently serviced by V&E Department.
Com 1	Pickup	2014	In service.
Com 2	Pickup	2004	In service. Needs replacement. Fair condition.
Honda 1	ATV	2004	In service. New trailer received and stocked with wildland fire gear.
Honda 2	ATV	2004	In service. New trailer received and stocked with wildland fire gear.
Fire Boat	Boat	2004	In service. Serviced by Prop Shop in late May 2021. Awaiting word from Port Office for placement on Public Safety Dock. Currently located at fire station.

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
10-60-501 SALARIES	194,473.74	194,473.74	553,034.00	358,560.26	35.2
10-60-502 FLSA OVERTIME	33,908.14	33,908.14	50,225.00	16,316.86	67.5
10-60-506 CALL BACK OVERTIME	38,114.84	38,114.84	45,100.00	6,985.16	84.5
10-60-508 LEAVE CASHOUT	7,425.26	7,425.26	20,905.00	13,479.74	35.5
10-60-510 SOCIAL SECURITY EXPENSE	2,477.87	2,477.87	694.00	(1,783.87)	357.0
10-60-511 MEDICARE FICA	8,459.38	8,459.38	9,815.00	1,355.62	86.2
10-60-512 EMPLOYEE GROUP BENEFITS	112,295.72	112,295.72	203,424.00	91,128.28	55.2
10-60-515 UNEMPLOYMENT	605.46	605.46	6,232.00	5,626.54	9.7
10-60-516 WORKERS' COMPENSATION	22,677.71	22,677.71	26,083.00	3,405.29	86.9
10-60-518 PERS	108,510.45	108,510.45	148,918.00	40,407.55	72.9
10-60-519 UTILITY BENEFIT	14,833.06	14,833.06	36,480.00	21,646.94	40.7
10-60-545 TRAINING/TRAVEL	5,972.96	5,972.96	19,200.00	13,227.04	31.1
10-60-561 SUPPLIES	18,923.03	18,923.03	25,200.00	6,276.97	75.1
10-60-563 WEARING APPAREL	7,229.50	7,229.50	15,700.00	8,470.50	46.1
10-60-567 FIRE PREVENTION PROGRAM	3,297.35	3,297.35	5,200.00	1,902.65	63.4
10-60-600 VEHICLE MT. (PARTS & TOOLS)	.00	.00	3,200.00	3,200.00	.0
10-60-601 VEHICLE MT. (PARTS & TOOLS)	14,198.53	14,198.53	21,250.00	7,051.47	66.8
10-60-602 GASOLINE/DIESEL/OIL	6,812.93	6,812.93	14,400.00	7,587.07	47.3
10-60-621 ELECTRICITY	12,522.79	12,522.79	18,720.00	6,197.21	66.9
10-60-622 TELEPHONE	1,732.91	1,732.91	2,600.00	867.09	66.7
10-60-623 HEATING FUEL	14,048.38	14,048.38	20,400.00	6,351.62	68.9
10-60-626 WATER/SEWER/GARBAGE	4,677.21	4,677.21	8,500.00	3,822.79	55.0
10-60-627 STAFF CELLULAR PHONES	1,373.90	1,373.90	2,500.00	1,126.10	55.0
10-60-647 COLLECTION/SMALL CLAIMS	22,061.30	22,061.30	31,200.00	9,138.70	70.7
10-60-649 VOLUNTEER STIPEND	4,035.00	4,035.00	28,540.00	24,505.00	14.1
10-60-660 VEHICLE MAINT SERVICES	60.00	60.00	6,000.00	5,940.00	1.0
10-60-661 VEHICLE MAINT/REPAIRS	7,162.17	7,162.17	12,628.00	5,465.83	56.7
10-60-662 PROPERTY MAINT	3,528.69	3,528.69	32,000.00	28,471.31	11.0
10-60-669 OTHER PURCHASED SERVICES	22,403.92	22,403.92	24,500.00	2,096.08	91.4
10-60-683 MINOR EQUIPMENT	11,069.77	11,069.77	20,300.00	9,230.23	54.5
10-60-696 CAPITAL EXP-LADDER TRUCK LEASE	.00	.00	71,218.00	71,218.00	.0
10-60-697 FORD EXPEDITION COMMAND VEHIC	.00	.00	65,000.00	65,000.00	.0
10-60-721 INSURANCE	89,813.35	89,813.35	89,255.00	(558.35)	100.6
10-60-724 DUES/SUBSCRIPTIONS	3,507.71	3,507.71	7,324.00	3,816.29	47.9
10-60-727 ADVERTISING	575.00	575.00	1,500.00	925.00	38.3
10-60-799 MISCELLANEOUS EXPENSES	376.57	376.57	1,500.00	1,123.43	25.1
10-60-996 ADMIN OVERHEAD-IT SVCS	13,473.56	13,473.56	17,539.00	4,065.44	76.8
TOTAL FIRE DEPARTMENT	812,638.16	812,638.16	1,666,284.00	853,645.84	48.8
TOTAL FUND EXPENDITURES	812,638.16	812,638.16	1,666,284.00	853,645.84	48.8

Bethel Fire Department

Bethel, AK

This report was generated on 6/1/2021 3:44:06 PM



Incident Type per Zone for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Start Date: 05/01/2021 | End Date: 05/31/2021

INCIDENT TYPE	INCIDENT STATUS	# INCIDENTS
Zone: 1 - 1st Ave (River Access) to Alder Street		
342 - Search for person in water	Completed	1
Zone: 10 - Airport		
150 - Outside rubbish fire, other	Completed	1
622 - No incident found on arrival at dispatch address	Reviewed	1
733 - Smoke detector activation due to malfunction	Completed	1
Zone: 11 - Quivik Subdivision		
111 - Building fire	Reviewed	1
Zone: 12 - Tundra Ridge Subdivision		
111 - Building fire	Completed	1
511 - Lock-out	Reviewed	1
511 - Lock-out	Completed	1
561 - Unauthorized burning	Reviewed	1
600 - Good intent call, other	Completed	1
Zone: 13 - Larson Subdivision and B.I.A.		
142 - Brush or brush-and-grass mixture fire	Completed	1
Zone: 3 - 3rd Ave, 4th Ave, 5th Ave, 6th Ave, and 7th Ave		
111 - Building fire	Completed	1
511 - Lock-out	Reviewed	2
511 - Lock-out	Completed	1
Zone: 4 - Ridgecrest Dr. (at Brown's Slough), City Landfill to Haroldson's Subdivision		
118 - Trash or rubbish fire, contained	Completed	1
Zone: 5 - City Subdivision		
412 - Gas leak (natural gas or LPG)	Completed	1
511 - Lock-out	Completed	1
735 - Alarm system sounded due to malfunction	Completed	1
Zone: 6 - ASHA Housing (Bethel Heights)		
113 - Cooking fire, confined to container	Completed	1
142 - Brush or brush-and-grass mixture fire	Reviewed	1
142 - Brush or brush-and-grass mixture fire	Completed	1
151 - Outside rubbish, trash or waste fire	Reviewed	1
441 - Heat from short circuit (wiring), defective/worn	Completed	1
511 - Lock-out	Reviewed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



emergencyreporting.com

Doc Id: 384

Page # 1 of 2

INCIDENT TYPE	INCIDENT STATUS	# INCIDENTS
611 - Dispatched & cancelled en route	Reviewed	1
622 - No incident found on arrival at dispatch address	Reviewed	1
715 - Local alarm system, malicious false alarm	Completed	1
745 - Alarm system activation, no fire - unintentional	Reviewed	1

Zone: 7 - Airport Road to Blueberry Subdivision		
511 - Lock-out	Completed	1
745 - Alarm system activation, no fire - unintentional	Reviewed	1

Zone: 9 - Trailer Court		
411 - Gasoline or other flammable liquid spill	Completed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



Search Parameters

Data Types: Emergency Medical Services

Agencies: Bethel Fire Department

Date Range: Previous Month (05/01/2021 to 05/31/2021)

Date Bin: Day

Symptoms (match at least 1)

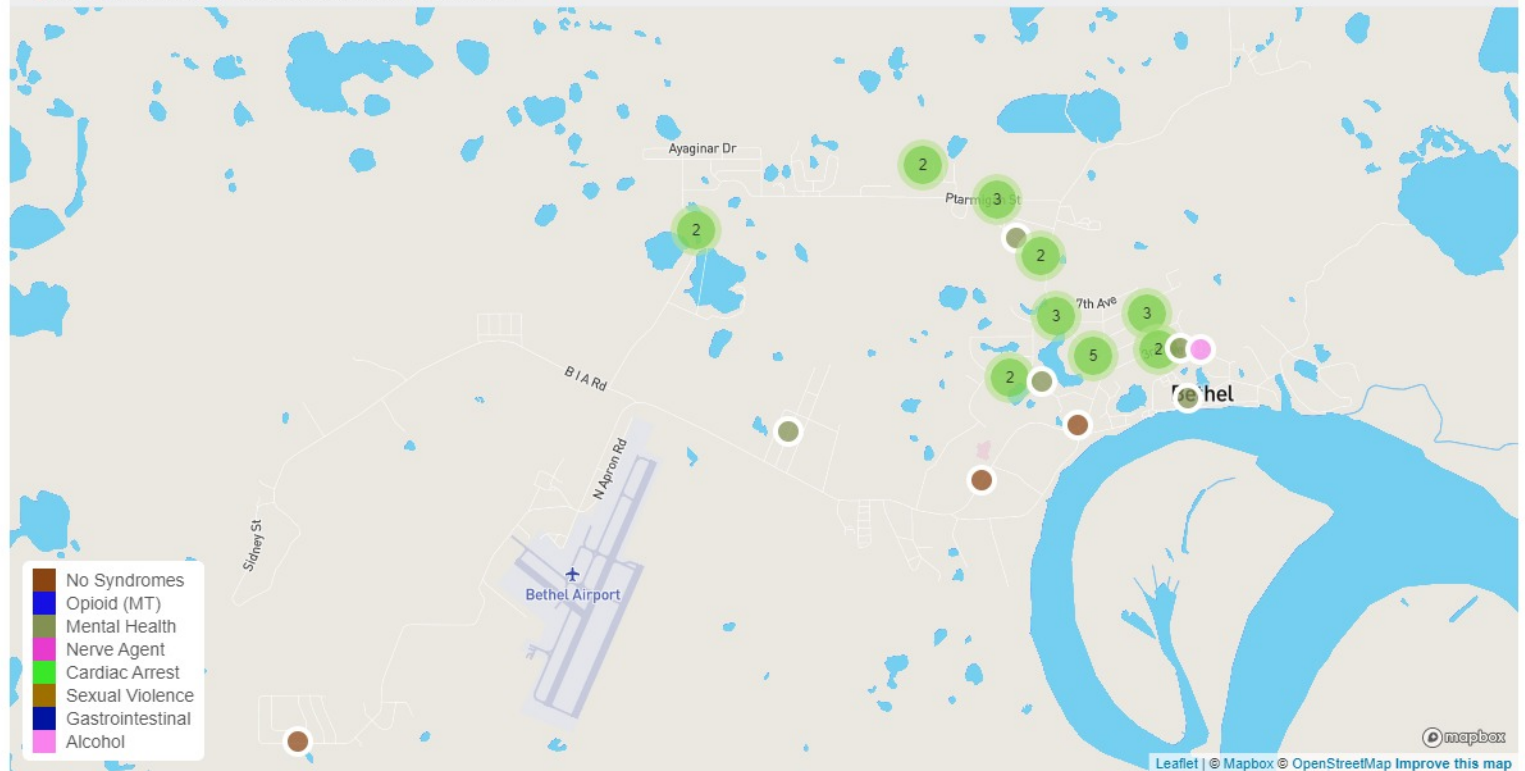
Abdominal pain, Abuse or Neglect, Agitation, Alcohol, Altered consciousness, Anorexia, Anosmia, Apnea, Assault, Blurred vision, Body aches, Bronchiolitis, Bronchitis, Chills, Conjunctivitis, COPD, Cough, COVID-19, Dehydration, Diaphoresis, Diarrhea, Domestic Violence, Drooling, Drug, Drunk, Dyspnea, Earache, Epiglottitis, Eye pain, Faintness, Fever, Food poisoning, Gastroenteritis, Gastrointestinal, Generalized weakness, Heat-related illness, Hemoptysis, Hoarseness, Hypertension, Hypoxia, Influenza, Injury, Intentional, Intoxication, Irritable, Lacrimation, Lethargy, Local paralysis, Lower respiratory infection, Lymphadenopathy, Malaise, Melena, Methamphetamine, Miosis, Narcan, Nausea, Opioid treatment, Oral mucosal changes, Overdose, Painkiller, Pale, Pinpoint, Pleural effusion, Pleuritic pain, Pneumonia, Poison, Psych, Psychiatric, Pulmonary edema, Rash, Respiratory distress, Rhinitis, Seizure, Sinusitis, Slur, Sore throat, Stridor, Suicide, Suicide attempt, Suicide ideation, Tachypnea, Travel/Contact - Asia, Travel/Contact - China, Travel/Contact - Europe, Travel/Contact - Iran, Travel/Contact - Italy, Twitching, Unconscious, Unresponsive, Upper respiratory congestion, Upper respiratory infection, Violence, Viral symptoms, Vomiting, Wheezing

Service Categories: 911 Response (Scene); Intercept; Interfacility Transport; Medical Transport; Mutual Aid; Public Assistance/Other Not Listed; Standby

Minimum Alert Threshold: ● Moderate

Map

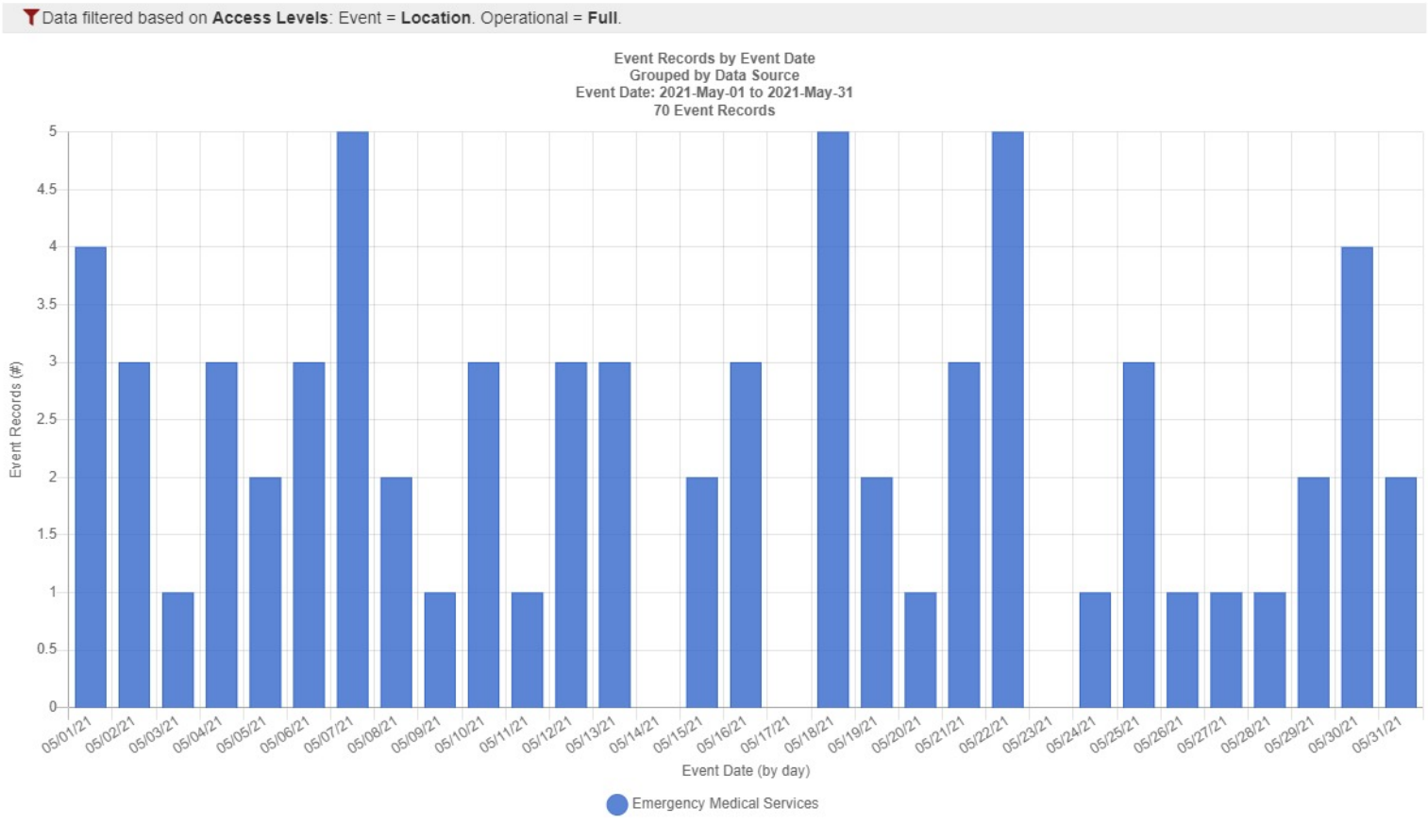
▼ Data filtered based on **Access Levels:** Event = Location.



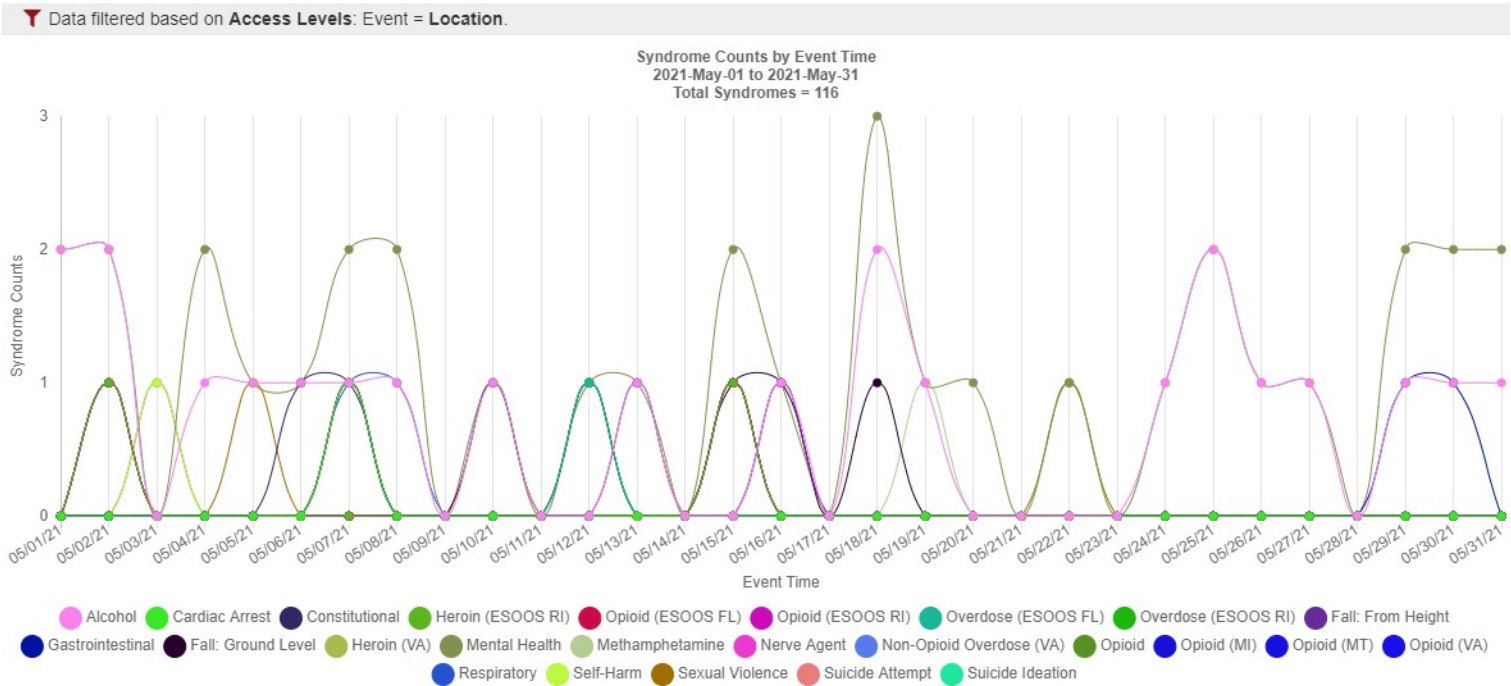
Leaflet | © Mapbox © OpenStreetMap Improve this map
Date(s) Shown: 05/01/2021 - 05/31/2021, Binning: Day



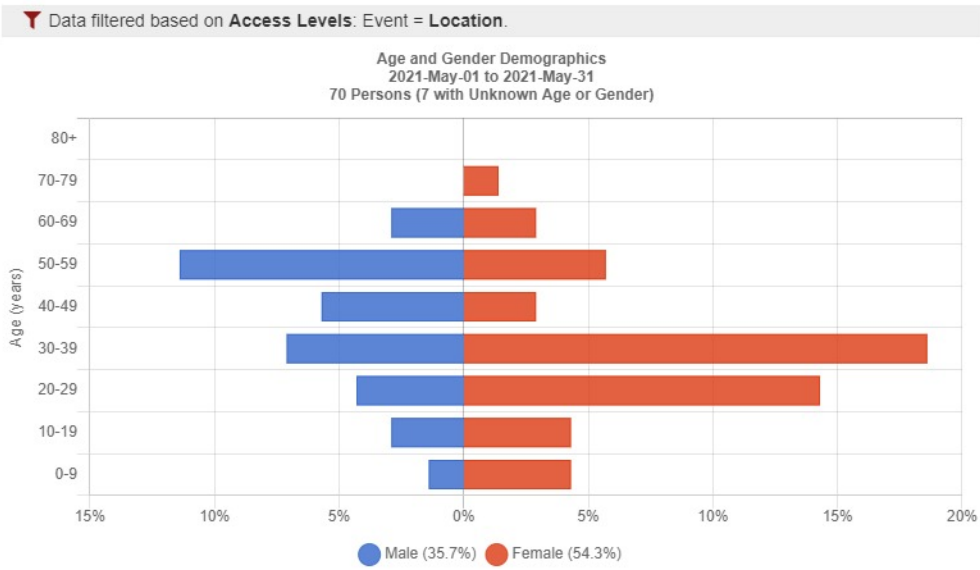
Data Explorer: Event Records by Event Date



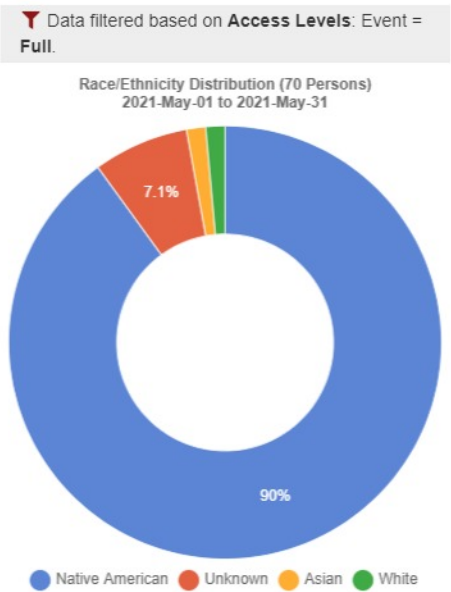
Syndrome Counts by Time



Age and Gender Distribution



Race/Ethnicity



MEMORANDUM

DATE: June 1, 2021

TO: Peter Williams, Interim City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report for June 8, 2021 Bethel City Council Meeting



Vaccine Incentive Grant from Alaska Chamber of Commerce

The City of Bethel applied for and is expected to receive \$45,000 from the Alaska Chamber of Commerce to use for COVID-19 vaccine incentives. The City plans to provide \$100 cash or a \$100 visa card to residents of the YK Delta region who agree to be vaccinated for the first time. The funding must be spent by June 30, 2021, but the City can purchase visa cards in advance and continue to distribute them throughout the summer months. The Bethel Family Clinic reserved space at the cultural center to administer COVID-19 vaccines at Saturday markets and agreed to give out the incentives on behalf of the City.

American Rescue Plan Act

The City of Bethel expects to receive \$1,589,809.31 in American Rescue Plan Act funds. There is wide latitude on the City's use of funds and a five-year performance period. Bethel's grant will come through the State of Alaska. The State should prepare and disseminate grant guidance and application forms soon.

City of Bethel Current and Pending Grants

#	Grant	Amount	Status: Good - OK - Needs Work
1	CSP - DHSS FY 2021	\$323,081	Good
	News: The State has not announced the opening of next year's grant application period yet. To do: Police Dept. needs to order and receive supplies and clothing before June 30, 2021.		
2	USDA Loan - Avenues	8,250,000	Good
	News: DOWL is working on easement acquisition and City Council approval of the easement MOAs. DOWL nearly 95% complete on Phase 1 and Phase 2 design, as requested by the Alaska Dept. of Environmental Conservation before they issue a construction permit. City prepared and submitted second loan draw down requisition and received \$2,060,262 in loan proceeds.		

	To do: DOWL to secure easements, construction permit, and complete designs for Phase I and Phase II. DOWL to issue Request for Bids to hire contractor to complete Phase 1 (installation of mainlines).		
3	USDA Grant - Avenues	5,021,000	Good
	No action required yet. City must draw down all USDA Loan funds first and then claim expenditures against the Grant.		
4	VSW - Rehabilitation of Lift Stations - 20ER77	1,000,000	Good
	News: City acted to close grant. All \$900,000 in project funds were spent on the project.		
	To do: Confirm last remittance received and grant is closed.		
5	VSW – Rehabilitation of Lift Stations – 21ES93	573,000	Good
	I prepared and submitted the second grant report for this new grant. The City has a \$258,726 project balance remaining. Estimated construction costs are projected to exceed this amount. The City plans to use ARPA funds to cover the overage.		
	To do: Prepare next grant report after contractor invoices are provided to the City.		
6	Fencing water plant & Thermal Imager-20SHSP-GY19	49,141	Needs Work
	To do: Complete EHP (Environmental, Historical, and Preservation) document, get it approved. Develop, issue, and oversee RFB to purchase fencing. Complete Final Report after fencing installed.		
7	Forensic software/body cameras-20SHSP-GY20	255,784	OK
	Completed report for period ending 03-31-21. To do: Fire Dept. prepared documents to purchase extrication equipment from a pre-bid contract (Sourcewell). Police Dept. investigating the use of pre-bid contracts for their purchase of forensic software and body cameras.		
8	Alaska Community Transit Grant-Administration (FTA Section 5311) FY 21	227,687	OK
	News: The Alaska Department of Transportation & Public Facilities, Transit Division, encouraged the City and all public transit operators to prepare grant reports against the CARES Act Transit funds and not this grant until necessary.		
	To do: Transit Manager must complete monthly billing summaries and quarterly reports and upload them to the Blackcat website.		

9	Alaska Community Transit Grant-Administration (FTA Section 5311) FY 22	257,825	Good
	Prepared and submitted Transit Grant for SFY 2022. Asked for capital to purchase power washer and three passenger bus shelters.		
10	Section 5311: Rural Area Formula (CARES Act)	731,328	Needs Work
	To do: Transit Manager must complete monthly billing summaries and quarterly reports and upload them to the Blackcat website.		
11	COPS – School Violence Prevention Program-LKSD	500,000	Needs Work
	News: Finance and Progress Grant reports prepared and submitted. LKSD nearly ready to issue bid package. City collected purchase documentation from LKSD for \$12,000 expenditure to purchase mobile alert system. LKSD plans to share system with teachers and staff during fall orientation.		
	To do: LKSD must issue Request for Bids to purchase and install security features.		
12	COPS Hiring Program - School Resource Officer (SRO)	125,000	Needs Work
	Grant in Active Status. Bethel Police Dept. transferred a seasoned officer to the School Resource Officer position.		
	To do: Discuss and confer with LKSD on SRO relative to COVID-19 school operations.		
13	USDOJ Coronavirus Emergency Supplemental Funding	42,000	Needs Work
	Grant in Active Status. Completed reports.		
	To do: Purchase vehicle and use it for its intended purpose.		
14	FEMA Public Assistance Program	\$58,066	OK
	Prepared and submitted labor force account summary forms and contract labor forms.		
	To do: Upload completed forms and all support documents to FEMA's grant portal website.		
15	Yukon-Kuskokwim Health Corporation Diabetes Prevention & Control Program	\$4,738.21	Good
	Purchase of weights and fitness equipment incomplete. Some items were omitted from the order. Fitness Center working with vendor to complete purchases.		
	To do: Complete Final Report and close grant.		

16	Yukon-Kuskokwim Health Corporation Diabetes Prevention & Control Program	\$284,729.75	Good
	No April 2021 expenditures reported on May report. LKSD to claim the cost of nurse they hired to administer COVID-19 tests through the end of summer school in mid-June. To do: Complete June 2021 monthly grant report for May 2021 expenditures.		
17	Alaska Public Entity Insurance	\$3,000	Good
	City awarded \$3,000 to purchase safety equipment or supplies. City decided to order barricades for Port of Bethel use. To do: Complete Final Report and close grant.		

Memorandum

Date: June 1, 2021

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



May 2021 Current Events

- **City Hall Relocation:**

Most of this month has been spent in trying to handle the relocation of staff and services from City Hall to other locations.

- **Finance Department and Grant Manager:** The Finance department, along with the City's grant manager, was successfully relocated to the Courthouse. All equipment was able to be brought online and all employees were settled in with little to no issues.
- **City Manager and Human Resources:** The City Manager and HR Manager were relocated to the City of Bethel Port office. Both individuals do not require too much equipment beyond their computers and so the move was relatively painless.
- **City Clerk:** The City Clerk and her deputy have been managing to work from home since the start of the COVID-19 pandemic. It was easy to just extend their operating in that capacity until the work on City Hall is completed.
- **Council Meeting Space:** The council chambers was effectively moved over to the ONC Multi-purpose building for the duration of the City hall shutdown. This move has included equipment so that Zoom meetings can be administered, an Internet connection, and an audio system.
- **IT Director:** I am set up to access what I need on the network from home and so I will be working from there for the duration of the City Hall shutdown. I have received permission from the City Manager to use my department vehicle so I can quickly respond to any issues at other City buildings that I am not able to solve from home. I will need occasional access to City Hall to service equipment that cannot be moved from the building or to get at tools or other supplies that will remain stored at that location.

- **Accounting Services RFP:**

This month, I assisted in scoring proposals sent in response to the City's request for accounting services. I convened with a scoring group and we were able to determine a final winner.

- **Hauled Utilities Digitization Update:**

All server equipment has been set up and handed off to Queryon to finish this project off. Tablet computers with protective cases have been ordered and once they are onsite, we will be able to try some test deployments. Software development for the project is progressing smoothly and the product thus far looks good.

Memorandum

Date: June 1, 2021

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



- **FirstNet Switch:**

FirstNet is a nationwide communications network (provided through AT&T) dedicated to first-responders, EMS workers, and other positions critical in an emergency situation. This month, I had a meeting with FirstNet to discuss what they could offer the City and I was fairly happy with what I saw. Swapping our cellular communications to FirstNet from GCI will provide us a far less congested network and provide priority services for our first responder units. This should help with communications reliability and survivability in the event of an emergency. The service is far stronger outside of Bethel, as are most other services, but they hope to quickly make upgrades that will only see the service improve.

- **Normal Business:**

The rest of the month has been spent handling everyday business such as user in-processing/out-processing, helping users with printing and scanning issues, and investigating problems with various equipment.

Future Plans

- **FirstNet Migration:**

I'm hopeful to migrate our cellphones over to FirstNet services within the next few months. If possible, I want to try and migrate public-established phone numbers for as little public impact as possible.

1 June 2021



CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Phone: 907-543-2047

TO: City Manager
FROM: Human Resources
SUBJECT: May 2021 Managers Report

DATE: 1 June 2021

Position	Number of Vacancies	Number of New Applications	Number Hired During Period	Number of Vacancies Remaining	Applicants in Review
Finance Director	1	1	0	1	0
Lead Account Spec	1	1	0	1	1
Fire Fighter/EMT	1	0	0	1	0
Police Officer	1	2	0	1	1
Driver Hauled	5	0	0	5	0
Landfill Tech	1	0	0	1	0
Heavy Equip Mech	1	0	0	1	0
Water Treatment Coord	1	0	0	1	0
Parts Inventory Clerk	1	1	0	1	1
TOTALS	13	5	0	13	3

Applications and Hiring:

HR received a total of 5 **Applications** in May.

1 Account Specialist was hired.
1 Fire fighter/EMT was hired

BEACON Programs:

Random BEACON test were generated for routine testing

Reports of Injury:

Administrative Actions:

Multiple routine PAR actions were executed.

1 June 2021

Multiple yearly performance evaluations were submitted and processed.

Employee related announcements:

None

HR conducted a second job fair 29 May 2021 at the AC Main store from 10 am until 1 pm. The fair garnered two applicants (police dispatcher, summer temp hire interest).

Benefits and compensation survey initiated by Mr. Peter Ronza, of Pontifex consulting group is in progress.

James P. Harris
Director, Human Resources

“Deep Sea and Transportation Center of the Kuskokwim”



Bethel Transit System
PO Box 1388
370A 4th AVE
Bethel, AK 99559-1388
www.cityofbethel.net
(907)543-3039

May 2021 Transit Report

Good morning, the May report is relatively minimal due to the COVID-19 shut down which was recently rescinded by City Council and City Hall on March 15th 2021.

Bus 440 continues to be parked outside due to ongoing issues with the overhead door needing repairs. The service question was again addressed in person with Mr. Ford 4/29/21 as he was doing a walkthrough with a contractor. It was indicated that the overhead door repairman will be back in town in roughly 2-3 weeks. As of 5/29/2021, the door is still unusable and waiting for more parts.

From May 3rd through the 7th, the Transit system continued the split 8hr schedule from 0630am to 1030am and again from 230pm to 630pm. Beginning May 10th, the full Green Line route and schedule was reimplemented with the promotion of Martin Prince Jr. to full time driver. I would be driving from 0630-0930am, and Mr. Prince drove from 0930am to 130pm and resuming again at 230pm to 630pm. May 17th, Mr. Evon Fox Jr. was hired as the part time driver which allowed myself to resume normal office operations after his initial training and route checks were completed.

In May, the Bethel Transit System ran for a total of (5) Five days at 8.0 hours per day from May 3rd through the 7th, and beginning the 10th running the full Green Line schedule for (15) Fifteen days. During this time period, Bus 440 accrued 2,604.1 miles and used 285.136 gals. An oil change was completed May 29th, and the tires were traded out to summer tires on May 15th.

During May, the Bethel Transit System saw (866) riders total. These (866) riders were broken down to (168) Elders, (1) Youth and (252) Adult riders and (445) ONC/TWC Pass riders. Ridership is lower than normal as Transit is still limited to (4) riders at any given time per City Hall and Council.

James Ferguson
Bethel Transit Manager

To: Pete Williams, Acting City Manager
From: Ted Meyer, Planner
Subject: Planning Department Report, May 2021
Date: June 1, 2021

SITE PLAN PERMITS

Staff received 11 Site Plan Permit application during the month of May, and numerous requests for building information.

CONDITIONAL USE PERMITS

1. Staff is processing a CUP application for a proposed triplex in City Sub. The application will be heard by the Planning Commission at the June 10 hearing.
2. Staff received a CUP application for a marijuana cultivation facility in Bethel. Presentation to the Planning Commission is set for July.
3. Staff received a CUP application for a potential fourth marijuana retail store in Bethel. Presentation to the Planning Commission is set for July.

RIGHT-OF-WAY VACATION

Staff continues to work with LKSD for vacating several slivers of road off of Ridgcrest Drive in order to accommodate building of a new school. The vacation request will be presented to the Planning Commission at the June 10th meeting.

CODE ENFORCEMENT

1. Abandoned Vehicles Project

Staff is currently working with the City Attorney, Public Works, City Manager, and Police Department to dispose of the seven vehicles towed to the landfill last winter.

2. Notice of Violation

Wrote a Notice of Violation regarding zoning and site plan permit issues.

PROPOSED ZONING CODE CHANGE

The Planning Commission Subcommittee met with DOWL and city planning staff in the second of two meetings on May 26th to enhance the draft ordinance for presentation to the Planning Commission. The ordinance would allow limited B&B's in the Residential Zone. The Planning Commission meeting for review is set to be held in July.

PLANNING COMMISSION

At the May 13th meeting, the Planning Commission:

1. Approved a land use zoning map amendment for recommendation to the City Council to zone 18.2 acres of un-zoned land on Noel Polty Blvd to Industrial. The industrial zoning designation was requested by BNC for land, approximately 450-feet south of the Tower Road turnoff.
2. Tabled the Conditional Use Permit application for a potential third marijuana retail store in Bethel submitted by Alaska Grown Cannabis. The firm had submitted a revised site plan drawing two hours before the meeting, and therefore it was tabled because of more time needed by staff and Commissioners to review.

City of Bethel, Alaska

City Clerk’s Office

Council Meetings

May 18, 20, 27 Special City Council Budget Meetings

May 25 Regular City Council Meeting

Week of May 17

- Finalized the Special Events/Caterer’s Dinner Alcohol Permit webpage and associated online and Adobe applications.
- Researched the utility exemption internal process and presented modifications to the proposed exemption amendment to Legal and Administration. Met with Mr. Bradbury to discuss his previous process in accounting for the exemption to help ensure the prevention of double taxation, efficiencies for the city and businesses and accountability to the collection of the sales tax.
- Began working through the Master Municipal Clerk’s Application for Certification and Designation. To earn the MMC Designation, applicants have to have 100 hours of advanced education in areas relevant to the field.
- Created an online for community carwash requests.
- Processed 7 burial permit/reservations.
- Provided one Notary Service.
- Drafted an ordinance to extend the sales tax exemptions for seniors.

Week of May 24

- Processing of documents for special and regular city council meetings.
- Review of Administration’s Proposed budget detail, compared to the March 31st detailed ledger.
- Reviewed Classification and Compensation Study submission and provided points of interest that were missed in the contractor’s review.
- Processed 6 burial permit/reservations.
- Processed two passport applications.
- Researched audio equipment needs for temporary public meeting location.
- Completed Committee/Commission Guide following council’s update to the chapter. Coordinating training for ex officio members.
- Completed the City Clerk’s application for Mater Municipal Clerk Designation (this took forever).
- Coordinated with and detailed out the lease rates for the City’s current leases for Administration’s inclusions in the proposed FY22 operating budget.
- Created a user guide for ex officio members to use the ONC Multipurpose Building for public meetings.
- Scheduled a training for Ex Officio Members.

Week of June 1st

- Met with public works and did a walk-through of the cemetery/performed an audit of records and mapping.
- Five passport applications.
- Five burial permit reservations one burial permit.
- Deputy City Clerk attended an Association of Records Managers & Administrators (ARMA) webinar on Records Retention.
- Continued working on the drafting of online forms. So far, the online forms created by the clerk’s office are:
 - Public Request for Information
 - Committee/Commission Application
 - City of Bethel Employment Application
 - Alcohol Special Events/Restaurant Caterers Permit Application
 - Fundraising Carwash Application
- We received support from Administration to being creating online forms for utilities. We reached out to the utilities department to begin working on the process for receiving and processing those online submissions/requests.
- Updated Veterans Memorial Cemetery webpage to include internment requirements.

Committee/Commission/Board Vacancies –

	Regular Member	Alternate Member
--	----------------	------------------

Parks/Recreation Aquatic Health and Safety Center Committee	1	2
Planning Commission	full	1
Port Commission	full	1
Public Safety and Transportation Commission	1	2
Community Action Grant Technical Review Board	full	2
Public Works Committee	1	2
Finance Committee	full	full
Ethics Board	full	full



City of Bethel

EX OFFICIO GUIDE

Committee & Commission Meetings

PREPARED BY
CITY CLERK'S OFFICE

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DEFINITIONS	P. 4
APPLICATION, APPOINTMENT OF MEMBERS, OATH OF OFFICE, TERMS AND VACANCIES	P. 5
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Member's Appointment	
Member's Oath of Office	
Member's Terms	
Vacancies of Members	
Attendance Records	
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INTRODUCTION

This Guide is published by the City of Bethel Municipal Clerk's Office to help ex-officio members of their responsibilities in supporting the City's volunteer bodies. The City of Bethel appreciates the volunteers who give their time to facilitate interaction between the municipal government and the citizens it serves. Our job is to help support these volunteers and to ensure that our volunteers follow municipal processes and laws.

DEFINITIONS

Ad Hoc Committee: means a temporary advisory committee appointed by the city council for a specific term to accomplish a specific task or project.

Alternate member: means a member appointed by the city council to an advisory committee, commission or ad hoc committee. The Alternate members have the same rights as voting members except, may only participate in voting when one of the seven voting members is absent or has a conflict of interest on the matter.

COB: City of Bethel, a second-class municipality with a manager form of government.

Committees, Commissions and Ad Hoc Committees: The City Council has seven standing committees/commissions: Finance Committee, Parks, Recreation, Aquatic Health and Safety Committee, Public Works Committee, Community Action Grant Committee, Planning Commission, Port Commission, Public Safety and Transportation Commission. The City of Bethel also has a Board of Ethics which does not fall under the standard of law the other municipal bodies fall under.

Committee: means an advisory committee appointed by the council to advise and make recommendations to the council regarding topics as specified in the committee's duties.

Commission: means a standing advisory committee that is required by state law or to which the Council has delegated final decision-making authority.

Quorum: means the minimum number of members of a committee, commission, and ad hoc committee that must be present at any meeting to make the proceedings of the meeting valid. For a body with seven full member seats, four members shall constitute a quorum. The City of Bethel does have alternate seats on their committees and commissions. Alternate seats are only recognized if a full seated member is absent or unable to vote because of a conflict of interest. All the City's committees and commissions have a quorum requirement of four. All votes must carry with a minimum of four votes. A meeting must have a quorum in order to hold a meeting. If the meeting lacks a quorum, no business may take place and the only action allowed is to try to obtain a quorum or schedule a new meeting date/time/location and adjourn.

OMA: stands for the Open Meetings Act- Alaska Statutes 44.62.310. OMA provides restrictions to

governmental bodies to ensure the public's right to know is protected.

APPLICATION, APPOINTMENT OF MEMBERS, OATH OF OFFICE, TERMS AND VACANCIES

Applications (BMC 2.60.030 A). People interested in applying for a committee or commission are required to submit an application to the City Clerk's Office. Applications are available at www.cityofbethel.org, under applications and forms. Once an application is submitted to the City Clerk's Office, the application is reviewed for eligibility.

Member's Appointment (BMC 2.60.030 C). Following the confirmation of the applications eligibility, the City Clerk's Office presents an Action Memorandum to the City Council, sponsored by the Mayor on the agenda for the Council's appointment.

Member's Oath of Office (BMC 2.60.030 D). Following the Council's appointment, new members and reappointed members should complete their oath of office within 45 days. The City Clerk's Office will coordinate the conducting of the Oath of Office with the newly appointed or reappointed member. If the timeline for the oath is too short, the City Clerk's Office may request the ex officio member conducting the oath at the next available committee/commission meeting.

Oath of Offices are permanent records held with the City Clerk's Office.

Member's Terms (BMC 2.60.030 E). Unless a vacancy occurs before a term expiration, each term of appointed members is three years and shall expire December 31, on the third year. If a vacancy occurs on the body before term expiration, the City Clerk's Office may modify the term limit for a newly appointed member, to ensure there are staggered terms on the body.

Prior to members' term expiration, the City Clerk's Office will provide notice of term expiration and include instructions to the members for their application for reappointment. Reappointed members must do an oath of office for their new term. The City Clerk's Office will follow the process mentioned under Oaths.

The Clerk's office advertises vacancies. Applications are accepted at any time.

Vacancies of Members (BMC 2.60.030 F).

If one of the following things occur, the committee/commission or ad hoc shall declare a vacancy on the body:

- A member is absent from the city for more than 90 days without first being excused by the body;
- A member fails to attend three regularly scheduled meetings or three special meetings within any calendar year without being excused by the body;
- A member submits a written resignation which is accepted by the body;
- A member dies;
- An applicant fails to qualify and give the oath of office within 45 days of appointment;
- A member ceases to be a resident of the city;
- A member is convicted of a felony or an offense violating the oath of office; or

- Becomes disqualified from holding the seat under other provisions of this code.

A declaration of vacancy may be declared by the committee, commission, ad hoc committee or council when a member:

- Fails to attend a minimum of 65% of regular meetings or special meetings held within any calendar year whether excused or unexcused;

Vacancies may be declared by the city council for any reason, however the member whose seat is being considered for vacancy, shall be provided an opportunity to address the Council at the public meeting for which the vacancy is being considered.

Attendance Records. Ex officio members are responsible for maintaining current and accurate attendance record for the committee/commission. When a member meets the maximum number of absences, the ex officio member should, following consultation with the City Clerk's Office, provide notice to the chair of the body of the requirements for declaration of vacancy.

Notice of the Committee/Commission Consideration of Vacancy (2.06.030F). Following consultation with the City Clerk's Office and the chair, the ex officio member shall with the chair's sponsorship, add the declaration of vacancy to the next available agenda. In addition, the ex officio member shall provide written notice to the member whose seat is being declared vacant. The notice shall be similar to:

In accordance with BMC 2.60.030 F, the [name of body] will be considering a declaration of vacancy of your seat at their [date of meeting]. According to our records, you have not met the attendance requirements outlined in BMC 2.60.030 F1. [or alternative cause and code reference]

ROLE OF OFFICERS AND STAFF

Ex Officio Member Appointment (BMC 2.60.040 E). The city manager is responsible for appointing ex-officio members to support the operation of all committees and commissions. Ideally the appointment by the city manager will be of the department head that is in charge of the department most closely associated with the committee/commission. This relationship is important to help ensure the best advisement on issues are provided. Although ex-officio members do not work for or at the direction of the committee/commission they are still responsible for supporting the body in their carrying out of their duties.

Duties of Ex Officio (BMC 2.60.040 E). The duties of the ex officio member include but are not limited to:

- Acting as the primary communicator with committee/commission members in the general operation of the committee/commission meetings and functions.
- Preparing agendas and packet materials.
- Ensuring that meeting notifications and record keeping occurs consistent with applicable State laws and City of Bethel practice (preparation of agendas and packets, posting and distribution

of agendas and packet materials to members and the public).

- Preparing meeting minutes.
- Maintaining attendance records of the members.
- Maintaining the committee/commission webpage.
- Acting as parliamentary advisor to the body.
- Preparing documents on behalf of the body.
- Serving as a communication link between the committee/commission, City Administration, Departments, and the Council as appropriate.
- Providing professional guidance and support to the body, to ensure the body understands municipal policy and procedures relevant to the committee/commission action or recommendation.
- Making sure the intent of the committee/commission is not lost after a decision, and that it is conveyed to the Council in a timely manner.
- Maintaining a positive working relationship with the committee/commission members.

Recorder. The city manager appointed ex officio member may appoint and delegate duties to one of their staff. Often this staff member is referred to as the recorder. If the ex officio does not have the staff or resources to delegate this duty, the City Manager may provide or designate staff to fulfill these duties. Although tasks and duties may be delegated to the recorder, the ex officio is still responsible for ensuring the requirements are met.

Committee/Commission Chair. The chair's responsibilities include presiding at the meeting and conducting the meeting in a fair manner. The chair makes determinations on excused and unexcused absences as well as conflict of interest rulings during the meetings. The chair also is the official representative of the committee/commission to the council and any other groups/agencies. The chair, as the body's representative, conveys only those recommendations the body has approved by majority vote. The only other power held by the chair is the ability to call special meetings of the body or making determinations on conflicts of interest and meetings excusals (which may be overruled by a super majority).

Committee/Commission Vice-Chair (BMC 2.60.040 D). The vice-chair carries out the duties of the chair when the chair is absent.

Annual Election of Chair and Vice-Chair (BMC 2.60.040 D). When preparing the agenda for January, the ex officio will place under Special Orders of Business (just before Unfinished Business) the election of Chair and Vice-Chair.

Council Representative (BMC 2.60.040 A): Is appointed by the mayor annually in October. The council representative acts as the link between the council and the committee/commission. Provides explanation on any committee/commission recommendation to the city council and provides explanation on any referral of item to the committee/commission from the council. Provides guidance to the

committee/commission on city council's procedures.

CONFLICTS OF INTEREST

The City of Bethel has a Conflict of Interest Code, which applies to members of all committees and commission as well as the council and city employees. BMC 2.05 provides that any committee/commission member who has a conflict of interest shall disclose the conflict on the record prior to the body taking up the debate/discussion on the matter. The presiding officer will rule on the conflict of interest based on an evaluation. The ex officio will provide support and guidance for the chair concerning BMC 2.05 if needed before they make their ruling.

Each ex officio member should evaluate agenda items prior to the committee/commission meeting to help identify any potential conflict the members may have in advance of the meeting to help work through the potential conflict with the City Clerk's Office or the Attorney's Office if necessary.

Primary point- A person on council, on a committee/commission or under employment may not use their official position or office for the primary purpose of obtaining personal financial gain or financial gain for an immediate family member of business with which the person is associated or in which the person owns stock. This means no city official may participate in any action if the official has a direct or indirect substantial financial interest. Direct and indirect include: the member, the member's immediate family member or if the member has an ownership interest in the organization, is a director, officer or employee of the organization. Substantial financial interest is determined through the following questions which if not apparent may be asked by the chair:

Whether the financial interest is a substantial part of the consideration;

1. Whether the financial interest directly and substantially varies with the outcome of the official action;
2. Whether the financial interest is immediate and known or conjectural and dependent on the factors beyond the official action;
3. Whether the financial or private interest is monetarily significant;
4. Other factors deemed appropriate by the presiding officer under the specifics of the disclosure and the nature of the action taken before the council body, or commission.

A board member with a conflict of interest shall not deliberate or vote on any matter in which they have a conflict and is asked to step away from the table during the discussion of the issue. There may be criminal penalties for violation. The ex officio shall identify in the meeting minutes (the record of the meeting), the disclosure of the conflict of interest, the reasons for the disclosure, the presiding officer's ruling on the conflict and when the individual with the conflict returned to the meeting's discussion and debate.

The full Conflict of Interest Code is extensive. Ex officio members should review the full text of the Conflict of Interest Code to help ensure our volunteer boards and their members operate within the framework of the law.

AGENDAS AND PACKET MATERIAL

Reasonable public notice is required by the Open Meetings Act as well as the City of Bethel Municipal Code. For all regular meetings, the agenda must be posted for six days before the meeting date. Special meeting agendas shall be posted for a minimum of three days prior to the meeting date.

Agenda Content (BMC 2.60.060 C). The agenda must contain:

- The Date of the Meeting.
- Time and location the meeting will be held.
- Agenda items to be considered at the meeting.
- Agenda posting date, locations where the agendas are posted and the person posting shall confirm the posting by signing the agenda.
- Contact information for the ex officio member(s).
- An opportunity for people to be heard
- Name of Body that is Meeting

Drafting of the Agenda. Using the same agenda template for all your agendas helps consistency in formatting and ensures the required content from your last agenda remains. Your agenda format will be:

Call to Order

Roll Call

People to be Heard

Approval of the Agenda.

Approval of the Meeting Minutes

Unfinished Business

New Business

Reports from Ex Officio Members

Member Comments

Adjournment

Special Orders of Business: There may be times where there is a presentation by a group or staff which, out of courtesy should fall early on in the meeting. These items should be included under a non-standard heading titled Special Orders of Business. Special Orders of Business will be listed above Unfinished Business.

Prepare the Draft Regular Meeting Agenda. When preparing the agenda for the next meeting, you should review the agenda from the previous meeting to determine if any agenda items would need to be continued at the next meeting. It will be important when working with the recommending bodies to make sure they identify if an agenda item is complete and not needed for the next meeting as sometimes the bodies do not make motions to indicate completion of the agenda topic. You will add the draft meeting minutes from

the previous meeting as an agenda item under “Approval of the Meeting Minutes.”

Email the draft agenda to the members at least 11 days in advance of the regular meeting and provide the deadline for agenda and packet material submission. Your deadline for agenda and packet material is 7 days prior to the regular meeting date.

Agenda Items. When adding items to the agenda, it is important to make sure the agenda item language provides a clear explanation of the topic to be discussed/considered by the body. Be descriptive and specific with the agenda item title to ensure that the members and the public know what will be discussed at the meeting and to help limit the discussion to the particular issue.

Preparing the Regular Packet. As agenda items come in, the ex officio member should review the agenda material and include relevant supporting documentation to help the members evaluate the issue. The committee/commission members are not experts in the processes of the City. The ex officio members should use good judgement in the creation of the packet to not overwhelm the members but to provide content to help support effective discussion at the meeting.

Agenda and Packet Posting and Distribution (BMC 2.60.060 D). The finalized regular meeting agenda and packet shall be posted at least 5 days in advance of the meeting. The City posts their agendas at AC main store, Swanson’s, the Post Office and City Hall. We also place the agenda and the packet on the City’s website and link the packet page to the city’s calendar of events. Separate instructions are available for the posting of items on the website. Email cityclerk@cityofbethel.net the agenda on the posting day.

Special Meeting Agenda and Packets (BMC 2.60.060 D). The finalized special meeting agenda shall be posted at least 3 days in advance of the meeting. Special meetings are called by the chair or three members of the body. They would reach out to the ex officio member to coordinate the meeting which may include getting the availability of the other members.

When a special meeting is called, the ex officio should, if the timelines for posting the agenda allows, send the notice of the special meeting, and the deadline for agenda items/packet material to the other members. The agenda and corresponding packet material must be posted and distributed in the same manner as the regular meeting material however only three days will be required for the notice. Email cityclerk@cityofbethel.net the agenda on the posting day.

Cancellation of Meetings. If the ex officio member does not post the agenda or packet material in accordance with the code, the City Manager shall cancel the meeting. The ex officio shall call each of the members to inform them that the meeting was not noticed in accordance with the law and the meeting may not be held. The other way a meeting can be cancelled is in advanced at a regular or special meeting.

If there is an expected lack of a quorum at a meeting, all members still available to meet shall participate in roll call, (remember the ex officio member is keeping attendance) and when there is determined to be a

lack of a quorum to conduct the meeting, the meeting will adjourn.

Less than a quorum of Members. If the body does not have enough appointed members to hold a meeting, the ex officio shall post a notice to the public that corresponds with the standard meeting agendas to inform the public, a meeting is unable to be held because there are not enough members to hold a meeting. The notice should also include information for people interested in volunteering on the committee/commission.

CONDUCTING OF MEETINGS

Steps for Preparing for the Start of the Meeting.

The ex officio member shall:

- Unlock the front door at least 15 minutes before the start of the meeting.
- Have printed the people to be heard sign up sheet.
- Have copies of the agenda available for the public.
- Have a copy of the meeting minutes, single sided for the chair to sign following the approval by the body.
- Have an audio recorder with sufficient battery life to record the meeting.

The ex officio member may:

- Have on hand extra packet material the committee/commission is considering.
- Have laptop or computer for the completing of the meeting minutes. It is suggested to have a meeting minutes template prepared in advance of the meeting for easy note taking.
- Prepare coffee for the members and public.

Quorum Required. A meeting must have a quorum of four members present in order to meet. If the meeting lacks a quorum, no other business may take place and the only action allowed is to seek a quorum or schedule a new meeting date/time/location and adjournment. Meeting minutes must still be completed by the ex officio member when there is a lack of a quorum.

Steps for Starting the Meeting. The chair of each body is the presiding officer and is responsible for conducting the meeting. Council and the committees and commissions are governed by Robert's Rules of Order. The Chair must ensure the body closely follows the publicly provided agenda during the meeting.

- Prior to the meeting being called to order, the ex officio member will collect the people to be heard sign-up sheet and start the recorder.
- The chair will call the meeting to order, state the name of the body, date and time of the meeting.
- The chair will ask the ex officio member to conduct the roll call.
- If members are absent, the chair must confirm if the members are excused or unexcused.
- The chair will continue to move through the agenda.

People to be Heard. This is an opportunity for any member of the public to present their concerns and

views. The City of Bethel & Alaska Statutes require that members of the public be provided "a reasonable opportunity to be heard" at regular and special meetings.

When documenting the people to be heard testimony, the ex officio must make sure the name is spelled correctly and the summary of the testimony reflects what the individual stated.

Guiding the Body in Effective and Legal Meetings. The ex officio member is responsible for helping to ensure compliance with relevant laws in the conducting of the meetings with our committees and commissions. It is also necessary for the ex officio to provide parliamentary procedure guidance as this will help make sure the record (meeting minutes) accurately reflects what happened at the meeting.

- Discussion/debate must be limited to the items on the agenda and on the record (members should avoid texting each other during the meeting). During People to be Heard, Ex Officio Member Reports, and Member Comments, members may briefly ask clarifying questions under the ex officio member report and under people to be heard.
- The majority (4) must be allowed to rule.
- The minority have rights that must be respected. Diversity of thoughts is essential for good decision-making. The body must allow for discussion from each member.
- Members have a right to information. You have the obligation to make sure the members have what they need to make good decisions.
- Courtesy and respect for others. If things get heated, it would be okay for you to request the chair take a brief at ease.
- Members have a right to an efficient meeting.

Decorum in debate. Debate and discussion are not the same. Discussion is general and does not necessarily lead to closure of an issue- it is more characteristic of committee of the whole and work sessions. Debate applies to discussion on the merits of a motion. Until a matter has been brought before the body in the form of a motion proposing a specific action, seconded, and stated by the chair, the issue cannot be debated. Immediately after stating the question, the chair should turn toward the maker of the motion to see if he/she wishes to be assigned the floor first in debate. The maker of the motion has the right to be recognized first. Every member of the body has the right to speak on every debatable motion up to two times with a time limit of 10 minutes each time. Additionally, Robert's Rules suggests the group agrees that no one may speak a second time until everyone who wishes to do so has spoken once. Following this rule has the potential to transform your meetings, allows everyone to contribute, and ensures much wiser decision-making. It gives everyone a voice and broadens the diversity and inclusiveness of the group's deliberations. If a member is making a motion that is more than ten words, the member should write it down.

Debate Etiquette. Ex Officio members should help ensure members:

- Confine remarks to the merits of the pending question (motion or amendment)
- Refrain from attacking a member's motives.

- Address all remarks through the chair.
- Avoid the use of members' names.
- Refrain from speaking adversely on a prior action not pending.
- Refrain from speaking against one's own motion.
- Discussion of another member's motives is out of order.
- Refrain from disturbing the body by whispering, etc.

Steps Following the Ending of the Meeting.

Following the adjournment of the meeting, the ex officio member will:

- Stop the recorder.
- Ask the chair to sign the meeting minutes approved at that meeting.
- Reorganize the meeting room, removing trash and papers.
- Turn off coffee pot.
- Walk through the building to make sure it is empty.
- Turn off the lights.
- Lock the front door.

Steps Following the Meeting Day

- Within five business days from the day of the meeting, email cityclerk@cityofbethel.net the draft meeting minutes and any documents approved by the committee/commission for the council's action or recommendation.

MEETING MINUTES

The ex officio is responsible for the preparation and distribution of the committee/commission regular and special meeting minutes. Draft minutes should be completed within five business days of the meeting and emailed to cityclerk@cityofbethel.net for inclusion in the Council's next meeting packet. The minutes of all committees/commission are permanent records of the City and constitute the record of the committee/commission actions. Approved and signed meeting minutes shall be scanned by the ex officio member and saved on the City's website then filed with the Clerk's Office for permanent retention.

Meeting minutes must include:

- Date, time, location of meeting.
- The members and ex officio members present and those excused/unexcused.
- People to be heard names and their summary statements.
- All agenda items listed on the agenda.
- Motions or actions taken on each of the agenda items.
- Committee/commission member comment summary.

TYPES OF CITY DOCUMENTS

Ex officio members are responsible for drafting legislation and documents on behalf of the committee/commission. The city has required formatting with each type of document, make sure you have a clean template to start from. Prior to any ordinance or resolution being presented to the committee/commission for their consideration of recommendation to the council, the City Manager, City Attorney and City Clerk's Office must have an opportunity to review it so plan accordingly.

If an ex officio member is requested to draft a document on behalf of the recommending body, the body should review and approve the final draft at a meeting prior to it being sent to the council.

Ordinances (BMC 2.04.160). An ordinance is a law that governs behavior and may be enforced through fines or penalties or establishes a procedure. All adopted ordinances are permanent records of the City. We have codified ordinance (that are adopted into the Bethel Municipal Code) and non-codified ordinance such as our annual budget (that are not adopted into the Bethel Municipal Code).

Bethel Municipal Code modifications are reflected by using "strike outs," ~~example~~, which identifies language being removed from the code, or "underline" example, which identifies new language being inserted into the code.

If a committee/commission considers an ordinance, they will be doing so in an advisory capacity and provide a recommendation to the Council for their adoption. Committees and commissions cannot adopt ordinances.

- Ex officio members may be requested to draft legislation on behalf of a recommending body.
- Ordinances that are considered by the committee/commission can be recommended to the Council for adoption. The Ex Officio member will forward the draft committee approved document to the City Clerk's Office, the City Clerk's Office will list the recommending committee/commission as the sponsor and add it to the next regular council meeting agenda.
- The council will first hold an introduction of the ordinance, if it is introduced the council will hold a public hearing on an ordinance. Usually, the public hearing is set for the council's next regular meeting.
- The council must take public testimony from everyone wishing to be heard.
- When the public hearing is closed, the council takes action either to reject, adopt, or amend and adopt the ordinance.
- Ordinances take effect upon adoption by the council unless a later effective date is specified in the ordinance.
- The City Clerk's Office processes the Ordinance as amended and prepares it for codification and publishing.

Emergency Ordinances. Occasionally, the council may need to adopt an ordinance to address an

emergency situation quickly under unusual or extreme circumstances. An emergency ordinance may be adopted without public hearing at the same meeting it is introduced by the affirmative vote of all members present or $\frac{3}{4}$'s of the total membership, whichever is less. Emergency ordinance have a limited duration (60 days).

Bethel Municipal Code. The Bethel Municipal Code is the city's book of ordinances. It contains all of the ordinances that are of a general and permanent nature that are in effect over time. Go to www.cityofbethel.org and look for the Bethel Municipal Code link.

Non-codified Ordinances. A non-codified ordinance is one that is not going to be placed in the BMC. They are not general and permanent in nature. Examples would include an ordinance adopting the fiscal year budget, authorizing a special election, or authorizing the sale or disposal of city land.

All approved ordinances of the municipality are permanent records.

Resolutions (BMC 2.04.150). Resolutions are considered statements of the council's opinion or intent. A resolution may be presented to the council by a council member, by a committee of the council, or by the city manager. All adopted resolutions are permanent records of the City.

The Planning Commission is asked to adopt resolutions specific to formal approvals, this is the only body other than the council that considers and adopts resolutions.

All approved resolutions are permanent records of the municipality.

Action Memorandums. Action Memorandums (AMs) are glorified motions. The action title will list the motion/action the Council is taking. They are helpful because they provide details associated with the action such as why the action is requested, funds needed for the action and a summary of any other supporting documentation that may be associated with the action. Action memorandums are helpful in their intent to provide a summary statement to the council. They are retained as a City record for five years. An Action Memorandum provides an easy way to track actions by the Council not found in Ordinances or Resolutions.

Informative Memorandums. Informative Memorandums (IMs), are used to provide an update to the Council on projects within the City. IM's require and indicate no action by the Council will take place. IMs are retained for five years.

Recommendations. Recommendations are submitted by the committee/commission to the council typically under reports of standing committees. These recommendations focus on a particular issue and provide support or opposition from a committee/commission to the council for council's consideration. A recommendation should include a summary of the issue along with a solution to the issue to help narrow down the council's deliberative process. Recommendations are included in the packet under Reports of

Standing Committees. If the committee/commission desires council immediate action on an item as opposed to consideration of the item, the committee/commission and ex officio shall consider presenting an AM, Ordinance or Resolution depending on the desired outcome.

OPEN MEETINGS AND EXECUTIVE SESSIONS

Notice of Public Meeting. All Council, committee/commission meetings are open to the public and must be advertised with reasonable public notice. Refer to BMC Title 2 for public notice of meetings. In order to fulfill the OMA requirements, the notice must state the date, time, location, and agenda items.

Executive Sessions. There are times council may need to go into executive session. The allowable reasons for an executive session are: matters that would clearly have an immediate adverse impact on the finances of the City; subjects that tend to prejudice the reputation and character of any person, provided the person to be discussed must be notified and may request a public discussion; and matters that are required to be confidential by law, Charter, or ordinance.

The appeal boards when serving in a quasi-judicial capacity may go into a closed deliberative session to discuss evidence or a decision in an adjudicatory proceeding.

QUASI-JUDICIAL PROCEEDINGS

Quasi-judicial proceedings for the commissions and the council involve decisions that have a direct effect on the rights and liabilities of a single person or, occasionally, a small group of identified persons. When acting as a quasi-judicial body, the commission is acting as the judge and jury.

Quasi-judicial proceedings deal with matters in which a determination will be made on whether a person has shown that they have met all the established requirements that give them a right to a permit or other entitlement. The commission must determine whether, from all the evidence presented (called the record), the required standards have been met.

Quasi-judicial procedures should be governed by principles of administrative law and its findings must be based on fact.

Quasi-Judicial Process. As soon as an ex officio member finds out their body will be acting on a matter under quasi-judicial authority, the ex officio member should contact the Attorney, City Clerk's Office and City Manager immediately if the ex officio member is unfamiliar with the quasi-judicial procedure.

1. A matter that is within the body's authority is requested to be put on the agenda.
2. The ex officio provides the appropriate notice of the hearing to the public and the parties involved to include the deadline for the record. The record is the packet of

material/evidence that will be the basis of the quasi-judicial hearing.

3. The body hears the information presented to it.
4. The body renders a decision, called a finding which is binding upon the parties involved in the matter. The decision must be in writing.

Ex Parte Communication. Ex parte communication is influential communication that relates to the matter that will come before a quasi-judicial body and is between a member and someone else. that may influence the decision or provide details on the issue. Ex parte must be avoided.

As an ex officio member and a likely party (involved with the cause of the quasi-judicial procedure) in the proceedings, you must limit communication with the members to the record. If a member or appealing party attempts to talk to you, you must inform them that you are unable to speak with them on the issue. The only communication that is permissible for ex officio members and seated members of the body are between the City Attorney or City Clerk, unless otherwise authorized by the City Attorney or the City Clerk.

* There may be times the City Attorney is representing the administration/the ex officio member in the matter. The City Clerk's Office will help with procedure rules in quasi-judicial hearings and will provide guidance through the entire process if necessary.