

CITY OF BETHEL

City Council Meeting Agenda, February 22, 2022 – 6:30 PM

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

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Mark Springer, Vice-Mayor Conrad McCormick, Michelle DeWitt,
Perry Barr, Rose Henderson, Eric Whitney, Beth Hessler

Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGl4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

4.1.



Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

6.1. *2-8-2022 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

9.1. Public Hearing Of Ordinance 21-26 (g): Amending The City Of Bethel Fiscal Year 2022 Budget (City Manager Williams)

10. NEW BUSINESS

10.1. *Introduction Of Budget Ordinance 21-26(h): Amending The City Of Bethel Fiscal Year 2022 Budget (City Manager Williams)

10.2. *Resolution 22-03: Recommending That Masks Be Worn In Indoor Public Places When The Community Has High COVID-19 Transmission Rates (Council Member Henderson)

10.3. *AM 22-06: Appointment Of Committee And Commission Members For A Term Of Three Years

Posted February 16, 2022 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-545-4120

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

(Mayor Springer)

- 10.4. *AM 22-07: Direct Administration To Negotiate And Execute A Professional Services Agreement With The Company That Received The Highest Total Score On Its Proposal Submitted In Response To The City's Request For Proposals For Public Relations Services (City Manager Williams)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

- 13.1. In Accordance With AS 44.62.310.C(2)- Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion- City Manager Annual Evaluation (City Manager Williams)

14. ADJOURNMENT

Posted February 16, 2022 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-545-4120

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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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 8, 2022 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.
Mayor Springer called the meeting to order at 6:34 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Perry Barr (telephonically) <i>arrived after roll call, 6:40 p.m.</i> Mayor Mark Springer Council Member Michelle DeWitt (telephonically) City Council Member Rose Henderson (telephonically) Vice-Mayor Conrad McCormick (telephonically) City Council Member Eric Whitney (telephonically) City Council Member Beth Hessler (telephonically)
Members Absent:
Also in attendance were the following:
City Manager Peter Williams (telephonically) , City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Jonathan Landgren, Bethel Alaska- Spoke in opposition of the mask and vaccine mandate.

Ivy Riley, Bethel Alaska- Spoke in opposition of the mask requirement during youth sporting events.

Council Member Barr arrived at 6:40 p.m.

Rick Robb, Bethel Alaska- Spoke in opposition to Ordinance 22-02 banning of ATV's on state-owned roads.

Dolly Boney, Bethel Alaska- Spoke in opposition to Ordinance 22-06, the mask mandate.

Frits Charles, Bethel Alaska- Spoke in opposition to Ordinance 22-02 banning of ATV's on state-owned roads. Spoke in opposition to the mask mandate.

Steven Boney, Bethel Alaska- Spoke in opposition to Ordinance 22-06 the mask mandate. Spoke in opposition to Ordinance 22-02, banning ATV's on state-owned roads.

Patrick Snow, Bethel Alaska- Spoke in opposition to all three COVID Emergency mandates.

Dr. Ellen Hodges, Bethel Alaska- Supports the adoption of Ordinance 22-06 the mask mandate.

Carmen Muratt-Bethel, Alaska- Spoke in opposition to the mask requirement during youth sporting events.

Ana Hoffman-Bethel, Alaska- Spoke in opposition to all three COVID emergency mandates.

Spike Milligrock, Anchorage, Alaska- Program manager for the American Red Cross, provided an explanation of the opportunities provided by the American Red Cross.

Greg Sschiedler, Bethel Alaska -Presented council with complaints and suggested improvements to the utility operations.

Aidan Kuhne, Bethel Alaska-Spoke in opposition to all three COVID Emergency mandates.

Lorin Bradbury, Bethel Alaska- Spoke in opposition to Ordinance 22-02 ATV use on state highways. Spoke in opposition to all three COVID emergency mandates.

Pam Conrad, Bethel Alaska- Spoke in opposition to Ordinance 22-02 ATV use on state highways. Spoke in favor of Ordinance 22-06 mask mandate.

Andrew Shaell, Bethel Alaska- Spoke in opposition to Ordinance 22-06 mask mandate.

Denice Chaney, Bethel Alaska- Spoke in opposition to Ordinance 22-06 mask mandate.

Item 4.1.

No written public comments were submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval of the Consent and Regular Agenda.

Moved by:	Rose Henderson
Seconded by:	Beth Hessler
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *1-20-2022 Special City Council Meeting

Passed on the consent agenda.

Item 6.2. - *1-25-2022 Regular City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

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

Port Commission, Council Member Hessler- No meeting since last meeting.

Planning Commission, Council Member Henderson- No meeting since last meeting.

Community Action Grant Technical Review Board, Council Member Barr- Application period is now open. The deadline is February 28th.

Community Parks and Recreation Committee, Council Member DeWitt- No meeting since last meeting.

Finance Committee, Council Member Whitney- No meeting since last meeting.

Public Works Committee, Mayor Springer- Nothing to report.

Public Safety and Transportation Commission, Vice-Mayor McCormick- Reviewed a survey about the Police Department. Planning on having more reports from the Transportation Inspector and discussions about taxi cabs.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 22-02: Amending BMC 10.03.040 Governing The Operation Of All Terrain Vehicles (ATVS) On Public Roadways Within The City Of

Bethel (Council Member Henderson)
Mayor Springer opened the Public Hearing.
No one present to be heard.
Mayor Springer closed the Public Hearing.

Main Motion: Adopt Ordinance 22-02.

Moved by: Rose Henderson
Seconded by: Perry Barr

Motion to suspend the rules to hear from Police Chief Simmons.

Moved by: Rose Henderson
Seconded by: Beth Hessler
In favor: Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson,
Conrad McCormick, Eric Whitney, Beth Hessler
Opposed: None
Results: Motion Carries

Motion to refer to the Public Safety and Transportation Commission, to include consideration of ATV on the roadways with other legal vehicles.

Moved by: Michelle DeWitt
Seconded by: Conrad McCormick
In favor: Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson,
Conrad McCormick, Eric Whitney, Beth Hessler
Opposed: None
Results: Motion Carries

Item 9.2. - Public Hearing Of Ordinance 22-04: Amending Bethel Municipal Code 2.60.060 To Expand Opportunities For Public Comment And Participation To Committees, Commissions, And Ad Hoc Committees (Mayor Springer)
Mayor Springer opened the Public Hearing.
No one present to be heard.
Mayor Springer closed the Public Hearing.

Main Motion: Adopt Ordinance 22-04.

Moved by: Conrad McCormick
Seconded by: Rose Henderson
In favor: Perry Barr, Mark Springer, Michelle DeWitt,
Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed: None
Results: Motion Carries

Item 9.3. - Public Hearing Of Budget Ordinance 21-26(f): Amending The City Of Bethel Fiscal Year 2022 Budget- (City Manager Williams)

Mayor Springer opened the Public Hearing.

No one present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 21-26 (f).

Moved by:	Perry Barr
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Motion for a ten minutes break.

Moved by:	Perry Barr
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - Public Hearing Of Emergency Ordinance 22-05: Extending The Declaration Of Emergency Issued Through Ordinances 21-30, 21-16, 21-08, 21-02, 20-38, 20-32, 20-29, 20-11, 20-09, 20-08, 21-38, 21-46, 21-51, 21-62 (Mayor Springer)

Mayor Springer opened the Public Hearing.

Ryan Wheeler-Spoke in opposition to Ordinance 22-05.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 22-05.

Moved by:	Conrad McCormick
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney
Opposed:	Beth Hessler
Results:	Motion Carries

Item 10.2. - Public Hearing Of Emergency Ordinance 22-06: Establishing A Mandate Within The City Of Bethel That Masks Or Similar Face-Coverings Be Worn In Public In Indoor And Indoor-Adjacent Spaces, And Under Certain Conditions In Outdoor Spaces, During The COVID-19 Public Health Emergency (Mayor Springer)

Mayor Springer opened the Public Hearing.
No one present to be heard.
Mayor Springer closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 22-06.

Moved by:	Conrad McCormick
Seconded by:	Michelle DeWitt
In favor:	Mark Springer, Michelle DeWitt, Conrad McCormick
Opposed:	Perry Barr, Rose Henderson, Eric Whitney, Beth Hessler
Results:	Motion Fails

Motion to amend to add to the exemption list:

- Persons actively participating in school sponsored varsity level games and matches during gameplay.
 - Persons coaching and refereeing school sponsored varsity level games during gameplay and matches when necessary.
- when the number of new Bethel cases in the past 7 days ≤ 50

Prior Exemption Plus

- Persons actively participating in school sponsored junior varsity games and matches during gameplay.
 - Persons coaching and refereeing school sponsored junior varsity games and matches during gameplay when necessary.
- when the number of new Bethel cases in the past 7 days is ≤ 40

Moved by:	Michelle DeWitt
Seconded by:	Conrad McCormick
In favor:	Mark Springer, Michelle DeWitt, Conrad McCormick
Opposed:	Perry Barr, Rose Henderson, Eric Whitney, Beth Hessler
Results:	Motion Fails

Item 10.3. - Public Hearing Of Emergency Ordinance 22-07: Temporarily Suspending Bethel Municipal Code 13.04.290 To Prevent Water Shutoff For Non-Payment Of Charges For Certain Account-Types And Dollar Amounts (Mayor Springer)

Mayor Springer opened the Public Hearing.
No one present to be heard.
Mayor Springer closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 22-07.

Moved by:	Perry Barr
Seconded by:	Rose Henderson

Removed from the table at 10:26 p.m.

In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Conrad McCormick
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Opposed: | Rose Henderson, Eric Whitney, Beth Hessler
Results: | Motion Fails

Motion to suspend the rules to hear from the Assistant Finance Director.

Moved by: | Perry Barr
Seconded by: | Rose Henderson
In favor: | Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson,
Conrad McCormick, Eric Whitney, Beth Hessler
Opposed: | None
Results: | Motion Carries

Motion to table.

Moved by: | Beth Hessler
Seconded by: | Eric Whitney
In favor: | Perry Barr, Rose Henderson, Eric Whitney, Beth Hessler
Opposed: | Mark Springer, Michelle DeWitt, Conrad McCormick
Results: | Motion Carries

Item 10.4. - Public Hearing Of Emergency Ordinance 22-08: Extending Travel To Bethel Testing And Strict Social Distancing Mandates And Exemptions (Mayor Springer)

Mayor Springer opened the Public Hearing.

No one present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 22-08.

Moved by: | Conrad McCormick
Seconded by: | Perry Barr
In favor: | Mark Springer, Michelle DeWitt, Conrad McCormick, Eric Whitney
Opposed: | Perry Barr, Rose Henderson, Beth Hessler
Results: | Motion Fails

Motion to remove from the Table Emergency Ordinance 22-07.

Moved by: | Beth Hessler
Seconded by: | Perry Barr
In favor: | Mark Springer, Michelle DeWitt, Conrad McCormick, Eric Whitney,
Perry Barr, Rose Henderson, Beth Hessler
Opposed: | none
Results: | Motion Carries

Item 10.5. - *Introduction Of Ordinance 21-26 (g): Amending The City Of Bethel Fiscal Year 2022 Budget (City Manager Williams)

Passed on the consent agenda.

Item 10.6. - *AM 22-04: Appointment Of Committee And Commission Members For A Term Of Three Years (Mayor Springer)

Passed on the consent agenda.

Item 10.7. - *AM 22-05: E-911 Managed Services Agreement (City Manager Williams)

Passed on the consent agenda.

Item 10.8. - *IM 22-04: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget From July 1, 2021 To January 31, 2022 – Utilities Maintenance – Water & Wastewater Activity Report (City Manager Williams)

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 Springer- Proud of the organizations that helped to mitigate pandemic in our community. Encouraged people to stay safe in the cold.

Vice-Mayor McCormick- Thanked the members of the public for their participation in the meeting this evening. Thanked the council members for the cordial debate. Encouraged the public to take part in Black History Month.

Council Member DeWitt- No comment.

Council Member Barr- Be sure to take safety measures when traveling in the cold.

Council Member Henderson- Wanted people in our community to have a choice to wear a mask and a choice to get tested. Thanked the mayor for the invitation to meet with the Governor. Encouraged everyone to stay safe in the cold weather.

Council Member Whitney- No comment.

Council Member Hessler- Appreciates the way the Council has shown true care for the community throughout the pandemic. Thanked the council for the friendly debate.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310.C(2)- Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion- City Manager Annual Evaluation (City Manager Williams)
Motion to postpone.

Moved by:	Perry Barr
Seconded by:	Eric Whitney
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Rose Henderson
Seconded by:	Eric Whitney
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

Meeting ended at 10:52 p.m.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Community Parks and Recreation Committee Meeting Minutes

January 17, 2022

Regular Meeting 6 p.m.

Bethel, Alaska

I. CALL TO ORDER

Meeting called to order at 6:02 pm.

II. ROLL CALL

BOARD MEMBERS PRESENT: Brian Lefferts, Chair Kathy Hanson	Beverly Hoffman Michelle DeWitt
BOARD MEMBERS ABSENT: Judy Wasierski, Vice Chair Garrett Hussion Kathryn Baldwin Corbin Ford, Ex Officio	
ALSO IN ATTENDANCE: John Sargent, Acting Recorder	

III. PEOPLE TO BE HEARD

None.

IV. APPROVAL OF AGENDA

MOVED:	Bev Hoffman	Approve agenda
SECONDED:	Michelle DeWitt	
VOTE ON MAIN MOTION	4-0 Motion Passes	

V. APPROVAL OF MEETING MINUTES

MOVED:	Bev Hoffman	Table the Approval of Minutes until the correct set of Minutes is on agenda (not December 21, 2020 Minutes)
SECONDED:	Kathy Hanson	
VOTE ON MAIN MOTION	4-0 Motion Passes	

VI. UNFINISHED BUSINESS

A. Phase II Multipurpose Facility

Group discussed disappointment with gymnasium feasibility study draft that was reviewed. Wanted more involvement in scope of work before projects like this study goes out to bid. Group expressed to City Manager in

City of Bethel Community Parks and Recreation Committee Meeting Minutes

January 17, 2022

Regular Meeting 6 p.m.

Bethel, Alaska

attendance that if possible, they would like the study to be revised to better suit their needs.

B. Pinky's Park Developments and Updates / Park Names

- A list of park maintenance and repairs was included in this meeting packet.
- City Manager discussed boardwalk lighting project. Port of Bethel to drive helical piles for light poles.
- Need for gravel on sportsfield parking lot expressed to City Manager and need for more soccer nets and goal posts.
- KUC wants trail to campus from hospital. City looking for grants to fund a trail project.
- City has \$37,500 for playground equipment thus far from a grant.
- Group discussed ways to bring YK Fitness Center cost down.

The following two items were not addressed because they were part of an old agenda:

C. Sugar-Sweetened Beverage Tax

D. Contracted Services/Re-establish a Parks and Recreation Department in FY 2022.

MOVED:	Bev Hoffman	Adjourn
SECONDED:	Kathy Hanson	
VOTE ON MAIN MOTION	4-0 Motion Passes	

VII. NEW BUSINESS

This item not addressed because it was part of an old agenda.

A. Evaluate 2021 Committee Goals, Tasks, and Priorities

VIII. PROPERTY MAINTENANCE REPORT

This item not addressed because Property Maintenance Foreman not in attendance.

IX. YK FITNESS DIRECTOR'S REPORT

This item not addressed because Property Maintenance Foreman not in attendance.

X. COMMITTEE MEMBER COMMENTS

Brian – I'm glad we could make this meeting work. I want to make Phase II (gymnasium) work.

Bev – Thanks John. Thanks Pete. It was nice to meet you, Xavier.

Kathy – We all feel strongly about Phase II. Good meeting folks.

City of Bethel Community Parks and Recreation Committee Meeting Minutes

January 17, 2022

Regular Meeting 6 p.m.

Bethel, Alaska

XI. ADJOURNMENT

MOVED:	Bev Hoffman	Adjourn meeting.
SECONDED:	Kathy Hanson	
VOTE ON MAIN MOTION	4-0 Motion Passes.	

Meeting adjourned at 7:35 pm.

APPROVED THIS ____ day of February 2022.

Respectfully Submitted:

Brian Lefferts, Chair

ATTEST: _____
John Sargent, Acting Recorder



CITY OF BETHEL

PLANNING COMMISSION MEETING

THURSDAY, February 10, 2022, 6:30 p.m.

LOCATION: Virtual via Zoom/City Hall Council Chambers

ADDRESS: **300 CHIEF EDDIE HOFFMAN HIGHWAY**

COMMISSION MEMBERS:

Kathy Hanson, *Chair*
Lorin Bradbury, *Vice-Chair*
John Guinn
Alex Wasierski

Shadi Rabi
Stanley Hoffman Jr.
Jessica Schroeder, *Alternate*
Rose Henderson, *Council Rep.*

STAFF:

PLANNING DIRECTOR: Ted Meyer
ADMIN ASST.: Pauline Boratko
EMAIL: planning@cityofbethel.net
PHONE: 907-543-5301
WEBSITE: www.cityofbethel.org

Join Zoom Meeting

<https://zoom.us/join>

Meeting ID: 863 4603 4837

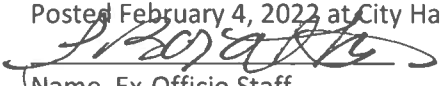
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669 900 9128 US (San Jose)	646 558 8656 US (New York)		

- I. **CALL TO ORDER:**
- II. **ROLL CALL:**
- III. **PEOPLE TO BE HEARD:** 3-minute time limit per person
- IV. **APPROVAL OF AGENDA:**
- V. **APPROVAL OF THE MINUTES:**
 - A. January 13, 2022- regular meeting minutes
- VI. **SPECIAL ORDER OF BUSINESS:**
 - A. Election of the Chair and Vice-Chair of the Planning Commission.
- VII. **UNFINISHED BUSINESS:**
- VIII. **NEW BUSINESS:**
- IX. **EX OFFICIO MEMBER REPORTS:**
- X. **COMMISSION MEMBER COMMENTS:**
- XI. **ADJOURNMENT:**

Posted February 4, 2022 at City Hall, AC Co., Swanson's, and the Post Office.


(Name, Ex-Officio Staff

Introduced by: Peter A. Williams, City Manager
Introduction Date: February 8, 2022
Public Hearing Date: February 22, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 21-26 (g)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2022 BUDGET

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 2022.

WHEREAS, the Public Works Department, Streets and Roads Division, over-spent the Vehicle Maintenance (Parts & Tools) budget line item by \$3,490.30 and has \$6,000 in parts currently on order;

WHEREAS, the Division is seeing price escalation and shipping delays in parts orders with some vendors quoting one price and invoicing a higher price after the item is shipped;

WHEREAS, the Streets and Roads Division expects to incur an additional \$20,000 before June 30, 2022 and requests a modification be made to the FY 2022 Budget to account for this increase;

G-1 Streets and Roads				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-66-601	Streets and Roads–Vehicle Maintenance (Parts & Tools)	50,000	20,000	70,000
			Total Increase	
10-10100	General Fund (Cash in Combined Fund)	10,249,397	(20,000)	10,229,397
			Total Decrease	

WHEREAS, the Police Department uses a two-week-on, two-week-off schedule for its police officers and public safety dispatchers, which requires four hours of overtime per person in each pay period;

Introduced by: Peter A. Williams, City Manager
 Introduction Date: February 8, 2022
 Public Hearing Date: February 22, 2022
 Action:
 Vote:

WHEREAS, the Police Department was able to fill each of its police officer positions and now must pay overtime to those who backfill shifts while other officers recertify at the Academy and complete other training courses;

WHEREAS, the Police Department estimates that \$30,000 in additional overtime should satisfy the department through June 30, 2022;

G-2 Police Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-61-502	Police Department—Shift Differential and Overtime	200,000	30,000	230,000
			Total Increase	
10-10100	General Fund (Cash in Combined Fund)	10,229,397	(30,000)	10,199,397
			Total Decrease	

WHEREAS, the City of Bethel did away with its Parks and Recreation Department and reallocated resources to fund the 4-H after-school program sponsored by the University of Alaska-Fairbanks and assigned park maintenance duties to the Public Works Department;

WHEREAS, there is a need for an administrative assistant to plan, schedule and coordinate recreation opportunities this spring, including adult softball, Little League, soccer, archery, volleyball, July 4th event, and ultimate frisbee;

WHEREAS, the administrative assistant could be scheduled to work part-time through the budget cycle and some of the money proposed in this budget modification could be used for equipment, materials, supplies, and contract work (e.g., Master of Ceremonies at July 4th event);

M-3 Administration				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-51-502	Administration Personnel—Administrative Assistant	0	11,200	11,200
			Total Increase	
10-51-790	Allowance Special Events	7,500	7,550	15,050
			Total Increase	
10-10100	General Fund (Cash in Combined Fund)	10,199,397	(18,750)	10,180,647
			Total Decrease	

Introduced by: Peter A. Williams, City Manager
 Introduction Date: February 8, 2022
 Public Hearing Date: February 22, 2022
 Action:
 Vote:

WHEREAS, the City of Bethel intends to use its labor force and heavy equipment to excavate a portion of Brown's Slough this winter;

WHEREAS, the City of Bethel needs a permit from the Alaska Department of Environmental Conservation to be able to deposit material excavated from Brown's Slough to the City's landfill;

WHEREAS, municipal engineer firm DOWL is prepared to assume the permitting process and oversee material sampling and laboratory work necessary to complete the process;

WHEREAS, a budget modification in the amount of \$35,000 is sufficient to pay DOWL for their services;

G-4 Municipal Dock				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
52-50-649	Other Professional Services	5,000	35,000	40,000
			Total Increase	
52-10100	Municipal Dock (Cash in Combined Fund)	4,352,875	(35,000)	4,317,875
			Total Decrease	

WHEREAS, a Budget to Actual report printed on January 31, 2022 for the period ended December 31, 2021 showed that the Hauled Refuse Enterprise Fund contained a line item for Refuse Truck at a cost of \$425,000;

WHEREAS, the City purchased the refuse truck (dumpster truck) during summer 2021;

WHEREAS, therefore, the Refuse Truck line item should be removed from the Hauled Refuse Budget and the money returned to the Solid Waste Enterprise Fund balance;

G-5 Hauled Refuse				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
50-70-649	Other Professional Services	425,000	(425,000)	0
			Total Decrease	
50-10100	Solid Waste Services (Cash in Combined Fund)	3,909,458	425,000	4,334,458
			Total Decrease	

WHEREAS, the Planning Department needs help with plat and subdivision reviews, GIS support, planning studies, input on code updates/compliance, and land use/zoning;

City of Bethel, Alaska

Ordinance 21-26 (g)
 3 of 4

Introduced by: Peter A. Williams, City Manager
Introduction Date: February 8, 2022
Public Hearing Date: February 22, 2022
Action:
Vote:

WHEREAS, the FY 2022 Budget only contains \$4,000 in professional services for these purposes, which are not streets and roads related;

WHEREAS, planning services can and will be provided by DOWL, the City's municipal engineer firm, on a time and material basis at a cost of \$10,000.

G-6 Planning Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-54-669	Professional Services	4,000	10,000	14,000
			Total Increase	
10-10100	General Fund (Cash in Combined Fund)	10,180,647	(10,000)	10,170,647
			Total Decrease	

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

ENACTED THIS 22nd DAY OF FEBRUARY 2022 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PW-STREETS & ROADS</u>					
10-66-501 SALARIES	181,325.21	181,325.21	412,429.00	231,103.79	44.0
10-66-502 OVERTIME	28,537.91	28,537.91	20,500.00	(8,037.91)	139.2
10-66-508 LEAVE CASHOUT	6,251.69	6,251.69	12,105.00	5,853.31	51.7
10-66-511 MEDICARE FICA	3,216.26	3,216.26	6,277.00	3,060.74	51.2
10-66-512 EMPLOYEE GROUP BENEFITS	59,364.58	59,364.58	132,988.00	73,623.42	44.6
10-66-515 UNEMPLOYMENT	.00	.00	7,706.00	7,706.00	.0
10-66-516 WORKERS' COMPENSATION	8,278.44	8,278.44	11,184.00	2,905.56	74.0
10-66-518 PERS	46,169.86	46,169.86	95,244.00	49,074.14	48.5
10-66-519 UTILITY BENEFIT	9,714.59	9,714.59	23,849.00	14,134.41	40.7
10-66-561 SUPPLIES	3,710.58	3,710.58	4,500.00	789.42	82.5
10-66-562 SIGNS	.00	.00	4,500.00	4,500.00	.0
10-66-563 WEARING APPAREL	863.55	863.55	3,000.00	2,136.45	28.8
10-66-567 CALCIUM CHLORIDE	49,878.00	49,878.00	50,000.00	122.00	99.8
10-66-576 SALT	49,884.10	49,884.10	50,000.00	115.90	99.8
10-66-577 ASPHALT PRODUCTS/SUPPLIES	.00	.00	3,500.00	3,500.00	.0
10-66-578 STREET MAINT GRAVEL	599,140.08	599,140.08	618,000.00	18,859.92	97.0
10-66-600 TIRES & WHEELS	5,371.12	5,371.12	18,000.00	12,628.88	29.8
10-66-601 VEHICLE MT. (PARTS & TOOLS)	56,330.05	56,330.05	50,000.00	(6,330.05)	112.7
10-66-602 GASOLINE/DIESEL/OIL	26,603.13	26,603.13	70,000.00	43,396.87	38.0
10-66-620 ELECTRICITY (STREET LTS)	27,716.36	27,716.36	60,000.00	32,283.64	46.2
10-66-621 ELECTRICITY	976.89	976.89	3,000.00	2,023.11	32.6
10-66-622 TELEPHONE	16.43	16.43	50.00	33.57	32.9
10-66-623 HEATING FUEL	2,744.31	2,744.31	6,000.00	3,255.69	45.7
10-66-626 WATER/SEWER/GARBAGE	1,382.50	1,382.50	3,600.00	2,217.50	38.4
10-66-627 STAFF CELLULAR PHONES	703.44	703.44	1,680.00	976.56	41.9
10-66-647 STREET LIGHT MT & POLE RENTAL	6,146.43	6,146.43	19,100.00	12,953.57	32.2
10-66-661 VEHICLE MAINT/REPAIR	67,007.36	67,007.36	190,000.00	122,992.64	35.3
10-66-669 OTHER PURCHASED SERVICES	4,655.74	4,655.74	10,000.00	5,344.26	46.6
10-66-683 MINOR EQUIPMENT	.00	.00	3,500.00	3,500.00	.0
10-66-690 CPECATERPILLAR 972M WHEEL LOAD	(225.42)	(225.42)	.00	225.42	.0
10-66-694 CAT 4WD EXTEND-A-HOE BKHOE	.00	.00	170,413.00	170,413.00	.0
10-66-702 INSTALLATION OF 36" CULVERT	8,690.90	8,690.90	163,710.00	155,019.10	5.3
10-66-703 STIP MATCH OR GRAVEL FOR ROADS	.00	.00	1,095,004.00	1,095,004.00	.0
10-66-704 DUMP TRUCKS	353,826.00	353,826.00	540,206.25	186,380.25	65.5
10-66-705 CATERPILLAR ATTACHMENTS	.00	.00	313,217.09	313,217.09	.0
10-66-706 CATERPILLAR HENJE HI-GATE	.00	.00	9,093.00	9,093.00	.0
10-66-707 CATERPILLAR LOADER SNOW BUCKET	.00	.00	44,003.66	44,003.66	.0
10-66-708 BUS BARN IMPROVEMENTS	.00	.00	500,000.00	500,000.00	.0
10-66-709 WATER TRUCKS	.00	.00	27,356.00	27,356.00	.0
10-66-721 INSURANCE	11,763.78	11,763.78	.00	(11,763.78)	.0
10-66-727 ADVERTISING	.00	.00	200.00	200.00	.0
10-66-771 GRAVEL (WAS #578)	441,263.97	441,263.97	463,760.00	22,496.03	95.2
10-66-772 CULVERTS 18"	6,884.05	6,884.05	15,000.00	8,115.95	45.9
10-66-996 ADMIN OVERHEAD-IT SVCS	8,513.42	8,513.42	20,063.00	11,549.58	42.4
 TOTAL PW-STREETS & ROADS	 2,076,705.31	 2,076,705.31	 5,252,738.00	 3,176,032.69	 39.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-61-501 SALARIES	917,027.75	917,027.75	2,116,267.00	1,199,239.25	43.3
10-61-502 OVERTIME	122,141.47	122,141.47	200,000.00	77,858.53	61.1
10-61-508 LEAVE CASHOUT	15,421.74	15,421.74	111,864.00	96,442.26	13.8
10-61-511 MEDICARE	15,446.73	15,446.73	31,816.00	16,369.27	48.6
10-61-512 GROUP HEALTH INSURANCE	224,816.97	224,816.97	686,556.00	461,739.03	32.8
10-61-515 UNEMPLOYMENT	.00	.00	39,056.00	39,056.00	.0
10-61-516 WORKERS' COMPENSATION	21,982.68	21,982.68	56,682.00	34,699.32	38.8
10-61-518 PERS	228,279.12	228,279.12	482,721.00	254,441.88	47.3
10-61-519 UTILITY BENEFIT	24,465.72	24,465.72	123,120.00	98,654.28	19.9
10-61-520 RELOCATION COSTS	3,963.93	3,963.93	10,000.00	6,036.07	39.6
10-61-545 TRAINING/TRAVEL	10,470.77	10,470.77	41,000.00	30,529.23	25.5
10-61-561 SUPPLIES	11,570.32	11,570.32	27,500.00	15,929.68	42.1
10-61-563 EMPLOYEE WEARING APPAREL	1,820.34	1,820.34	18,750.00	16,929.66	9.7
10-61-601 VEHICLE MT. (PARTS & TOOLS)	9,599.21	9,599.21	6,000.00	(3,599.21)	160.0
10-61-602 GASOLINE/DIESEL/OIL	13,958.48	13,958.48	36,000.00	22,041.52	38.8
10-61-621 ELECTRICITY	20,688.63	20,688.63	44,000.00	23,311.37	47.0
10-61-622 TELEPHONE	10,530.51	10,530.51	20,500.00	9,969.49	51.4
10-61-623 HEATING FUEL	15,840.09	15,840.09	25,500.00	9,659.91	62.1
10-61-626 WATER/SEWER/GARBAGE	4,286.12	4,286.12	10,000.00	5,713.88	42.9
10-61-627 STAFF CELLULAR PHONES	3,063.76	3,063.76	17,000.00	13,936.24	18.0
10-61-660 VEHICLE MAINT SERVICES	.00	.00	8,000.00	8,000.00	.0
10-61-661 VEHICLE MAINT/REPAIR	8,349.57	8,349.57	25,000.00	16,650.43	33.4
10-61-662 PROPERTY MAINT	128.83	128.83	.00	(128.83)	.0
10-61-668 SART EXAMS	.00	.00	10,000.00	10,000.00	.0
10-61-669 OTHER PURCHASED SERVICES	38,055.26	38,055.26	30,000.00	(8,055.26)	126.9
10-61-683 MINOR EQUIPMENT	17,529.89	17,529.89	25,000.00	7,470.11	70.1
10-61-691 VEHICLES	621.55	621.55	59,000.00	58,378.45	1.1
10-61-693 VEHICLES (EXPLORER)	.00	.00	65,000.00	65,000.00	.0
10-61-721 INSURANCE	111,448.26	111,448.26	250,000.00	138,551.74	44.6
10-61-722 INSURANCE-DED EXP & OTHER	.00	.00	15,000.00	15,000.00	.0
10-61-724 DUES/SUBSCRIPTIONS	671.71	671.71	1,000.00	328.29	67.2
10-61-799 MISCELLANEOUS EXPENSES	333.80	333.80	.00	(333.80)	.0
10-61-996 ADMIN OVERHEAD-IT SVCS	36,358.91	36,358.91	62,712.00	26,353.09	58.0
 TOTAL POLICE	 1,888,872.12	 1,888,872.12	 4,655,044.00	 2,766,171.88	 40.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
ADMINISTRATION					
10-51-501 SALARIES	175,438.91	175,438.91	355,189.00	179,750.09	49.4
10-51-502 OVERTIME	3,195.14	3,195.14	.00 (	3,195.14)	.0
10-51-506 RELOCATION BONUS	.00	.00	10,000.00	10,000.00	.0
10-51-508 LEAVE CASHOUT	7,186.85	7,186.85	.00 (	7,186.85)	.0
10-51-510 SOCIAL SECURITY EXPENSE	4,270.12	4,270.12	.00 (	4,270.12)	.0
10-51-511 MEDICARE FICA	2,705.18	2,705.18	5,150.00	2,444.82	52.5
10-51-512 EMPLOYEE GROUP BENEFITS	20,170.12	20,170.12	76,284.00	56,113.88	26.4
10-51-515 UNEMPLOYMENT	.00	.00	6,322.00	6,322.00	.0
10-51-516 WORKERS' COMPENSATION	580.20	580.20	9,176.00	8,595.80	6.3
10-51-518 PERS	24,147.39	24,147.39	78,141.00	53,993.61	30.9
10-51-519 UTILITY BENEFIT	6,616.83	6,616.83	13,680.00	7,063.17	48.4
10-51-522 RECRUITMENT COSTS	.00	.00	10,000.00	10,000.00	.0
10-51-541 TRAVEL/TRAINING-STAFF ATTORNEY	.00	.00	5,000.00	5,000.00	.0
10-51-545 TRAINING/TRAVEL	627.91	627.91	5,000.00	4,372.09	12.6
10-51-561 SUPPLIES	3,000.13	3,000.13	7,000.00	3,999.87	42.9
10-51-563 WEARING APPAREL	134.95	134.95	1,000.00	865.05	13.5
10-51-601 VEHICLE PARTS	935.25	935.25	.00 (	935.25)	.0
10-51-602 GASOLINE / DIESEL / OIL	600.21	600.21	.00 (	600.21)	.0
10-51-621 ELECTRICITY	10,789.48	10,789.48	15,000.00	4,210.52	71.9
10-51-622 TELEPHONE	7,389.28	7,389.28	20,000.00	12,610.72	37.0
10-51-623 HEATING FUEL	10,869.89	10,869.89	20,000.00	9,130.11	54.4
10-51-626 WATER/SEWER/GARB/	3,942.46	3,942.46	12,000.00	8,057.54	32.9
10-51-627 STAFF CELLULAR PHONES	886.83	886.83	1,000.00	113.17	88.7
10-51-644 CONSULTING FEES	32,579.01	32,579.01	59,250.00	26,670.99	55.0
10-51-646 DRUG TESTING/BCKGRND CKS	465.00	465.00	9,500.00	9,035.00	4.9
10-51-649 PROFESSIONAL FEES	23,239.50	23,239.50	20,000.00 (	3,239.50)	116.2
10-51-661 VEHICLE MAINT/REPAIR	624.72	624.72	.00 (	624.72)	.0
10-51-663 JANITORIAL	5,850.00	5,850.00	20,000.00	14,150.00	29.3
10-51-669 OTHER PURCHASED SERVICES	2,165.56	2,165.56	10,000.00	7,834.44	21.7
10-51-683 MINOR EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
10-51-721 INSURANCE	10,109.56	10,109.56	17,000.00	6,890.44	59.5
10-51-722 INSURANCE-DED EXP & OTHER	.00	.00	7,000.00	7,000.00	.0
10-51-724 DUES/SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
10-51-727 ADVERTISING	.00	.00	5,000.00	5,000.00	.0
10-51-732 EQUIPMENT RENTAL	.00	.00	2,000.00	2,000.00	.0
10-51-733 POSTAGE	1,093.98	1,093.98	1,000.00 (	93.98)	109.4
10-51-790 ALLOWANCE SPECIAL EVENTS	8,805.62	8,805.62	7,500.00 (	1,305.62)	117.4
10-51-799 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
10-51-875 INDIRECT COST RECOVERY	(151,552.56)	(151,552.56)	(263,180.00)	(111,627.44)	(57.6)
10-51-996 ADMIN OVERHEAD-IT SVCS	10,168.67	10,168.67	17,539.00	7,370.33	58.0
TOTAL ADMINISTRATION	227,036.19	227,036.19	566,551.00	339,514.81	40.1

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCK EXPENDITURES</u>					
52-50-501 SALARIES	76,216.47	76,216.47	192,362.00	116,145.53	39.6
52-50-502 OVERTIME	2,823.42	2,823.42	5,000.00	2,176.58	56.5
52-50-508 LEAVE CASHOUT	2,456.07	2,456.07	8,529.00	6,072.93	28.8
52-50-510 SOCIAL SECURITY EXPENSE	2,038.18	2,038.18	1,351.00	(687.18)	150.9
52-50-511 MEDICARE FICA	1,216.28	1,216.28	2,862.00	1,645.72	42.5
52-50-512 EMPLOYEE GROUP BENEFITS	21,803.18	21,803.18	99,678.00	77,874.82	21.9
52-50-515 UNEMPLOYMENT	.00	.00	3,513.00	3,513.00	.0
52-50-516 WORKERS' COMPENSATION	1,745.22	1,745.22	5,098.00	3,352.78	34.2
52-50-518 PERS	10,156.54	10,156.54	43,420.00	33,263.46	23.4
52-50-519 UTILITY BENEFIT	2,624.64	2,624.64	17,875.00	15,250.36	14.7
52-50-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
52-50-561 SUPPLIES	6,061.09	6,061.09	8,000.00	1,938.91	75.8
52-50-563 WEARING APPAREL	740.18	740.18	3,000.00	2,259.82	24.7
52-50-601 VEHICLE MT. (PARTS & TOOLS)	13,529.40	13,529.40	20,000.00	6,470.60	67.7
52-50-602 GASOLINE/DIESEL/OIL	8,872.66	8,872.66	15,000.00	6,127.34	59.2
52-50-621 ELECTRICITY	5,354.28	5,354.28	15,000.00	9,645.72	35.7
52-50-622 TELEPHONE	1,520.83	1,520.83	2,000.00	479.17	76.0
52-50-623 HEATING FUEL	1,255.53	1,255.53	5,000.00	3,744.47	25.1
52-50-624 WATER, SEWER, GARBAGE	5,315.88	5,315.88	5,000.00	(315.88)	106.3
52-50-626 WATER FOR BARGES	1,664.24	1,664.24	12,000.00	10,335.76	13.9
52-50-627 STAFF CELLULAR PHONES	698.88	698.88	1,000.00	301.12	69.9
52-50-642 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
52-50-643 PLANNING/ENGINEERING FEES	(3,461.20)	(3,461.20)	5,000.00	8,461.20	(69.2)
52-50-649 OTHER PROFESSIONAL SERVICES	4,933.75	4,933.75	5,000.00	66.25	98.7
52-50-661 VEHICLE MAINT/REPAIR	1,485.67	1,485.67	3,000.00	1,514.33	49.5
52-50-666 MUNICIPAL DOCK MAINT.	.00	.00	5,000.00	5,000.00	.0
52-50-667 MAINT-SEAWALL	.00	.00	7,000.00	7,000.00	.0
52-50-668 MAINT SMALL BOAT HARBOR	3.99	3.99	.00	(3.99)	.0
52-50-669 OTHER PURCHASED SERVICES	12,496.06	12,496.06	30,000.00	17,503.94	41.7
52-50-683 MINOR EQUIPMENT	1,758.57	1,758.57	30,000.00	28,241.43	5.9
52-50-687 LAND/EASEMENT ACQUISITION	.00	.00	20,000.00	20,000.00	.0
52-50-690 CAPITAL EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
52-50-700 3/4 TON PICK-UP TRUCK	60,238.00	60,238.00	65,000.00	4,762.00	92.7
52-50-701 DROP DECK TRAILER	26,069.00	26,069.00	40,000.00	13,931.00	65.2
52-50-721 INSURANCE	6,633.54	6,633.54	10,515.00	3,881.46	63.1
52-50-724 DUES	150.00	150.00	1,000.00	850.00	15.0
52-50-727 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
52-50-736 BANK CHARGES	1,923.10	1,923.10	2,500.00	576.90	76.9
52-50-775 MUNICIPAL DOCK GRAVEL	156,867.01	156,867.01	160,000.00	3,132.99	98.0
52-50-799 MISCELLANEOUS EXPENSES	136.18	136.18	1,500.00	1,363.82	9.1
52-50-801 PENSION EXPENSE	.00	.00	250.00	250.00	.0
52-50-996 ADMIN OVERHEAD-IT SVCS	10,878.12	10,878.12	.00	(10,878.12)	.0
52-50-997 ICR-PROPERTY MAINTENANCE 5%	13,032.71	13,032.71	.00	(13,032.71)	.0
52-50-998 ADMINISTRATIVE OVERHEAD-GF	35,530.36	35,530.36	40,634.00	5,103.64	87.4
TOTAL DOCK EXPENDITURES	494,767.83	494,767.83	933,087.00	438,319.17	53.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED REFUSE</u>					
50-70-501 SALARIES	52,316.75	52,316.75	128,964.00	76,647.25	40.6
50-70-502 OVERTIME	5,146.24	5,146.24	10,250.00	5,103.76	50.2
50-70-508 LEAVE CASHOUT	.00	.00	7,093.00	7,093.00	.0
50-70-510 SOCIAL SECURITY EXPENSE	55.00	55.00	1,746.00	1,691.00	3.2
50-70-511 MEDICARE FICA	807.06	807.06	2,019.00	1,211.94	40.0
50-70-512 EMPLOYEE GROUP BENEFITS	8,768.40	8,768.40	27,971.00	19,202.60	31.4
50-70-515 UNEMPLOYMENT	.00	.00	2,478.00	2,478.00	.0
50-70-516 WORKERS' COMPENSATION	2,768.10	2,768.10	3,596.00	827.90	77.0
50-70-518 PERS	12,446.75	12,446.75	33,690.00	21,243.25	36.9
50-70-519 UTILITY BENEFIT	1,122.35	1,122.35	5,016.00	3,893.65	22.4
50-70-545 TRAINING/TRAVEL	.00	.00	500.00	500.00	.0
50-70-561 SUPPLIES	112.32	112.32	500.00	387.68	22.5
50-70-563 WEARING APPAREL	858.09	858.09	500.00	(358.09)	171.6
50-70-600 TIRES & WHEELS	1,896.03	1,896.03	.00	(1,896.03)	.0
50-70-601 VEHICLE PARTS	5,377.36	5,377.36	10,000.00	4,622.64	53.8
50-70-602 GASOLINE / DIESEL / OIL	7,134.03	7,134.03	18,000.00	10,865.97	39.6
50-70-661 VEHICLE MAINT/REPAIRS	31,235.87	31,235.87	95,000.00	63,764.13	32.9
50-70-669 OTHER PURCHASED SERVICES	.00	.00	500.00	500.00	.0
50-70-691 4 YD DUMPSTERS	39,253.00	39,253.00	60,000.00	20,747.00	65.4
50-70-693 REFUSE TRUCK	.00	.00	425,000.00	425,000.00	.0
50-70-694 SINGLE AXLE REAR LOADER	.00	.00	180,336.00	180,336.00	.0
50-70-721 INSURANCE	3,446.16	3,446.16	5,000.00	1,553.84	68.9
50-70-998 ADMINISTRATIVE OVERHEAD-GF	24,761.73	24,761.73	37,951.00	13,189.27	65.3
TOTAL HAULED REFUSE	197,505.24	197,505.24	1,056,110.00	858,604.76	18.7



February 1, 2022

Mr. Ted Myer
City Planner
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

**Subject: DOWL Term Contract 2017-2022
Fee Proposal for Planning and Engineering Services
Task Order #22 – General Planning Services Amendment**

Dear Mr. Meyer:

DOWL is pleased to present a scope of work and fee proposal for the following task order:

Task Order #22 – General Planning Services Amendment

In August 2020, DOWL and the City of Bethel (COB) agreed to a \$15,000 budget to support the Planning Department on a Time and Materials (T&M) basis. By October 2020, that budget had been used on various tasks. We added an additional \$15,000 to the budget in November 2020. Currently, we have nearly exhausted that additional funding. With this amendment request, we propose to continue to serve the COB Planning Department on a T&M basis.

SCOPE OF SERVICES

It is our understanding the COB needs assistance with general planning tasks, including but not limited to the following:

- Plat and subdivision agreement reviews
- GIS support
- Due diligence on existing land use and zoning
- Input on code updates and code compliance issues
- Planning studies
- Other general professional planning support

LaQuita Chmielowski will serve as our primary point of contact for all planning assistance. Additional support will come from Chase Nelson as the overall term contract manager, and other DOWL staff as necessary.

SCHEDULE

There is no designated deliverable schedule, as this task order is to be used on an as-needed basis. Services will only be performed when requested.

FEE PROPOSAL

We propose an additional \$10,000 be added to this task order. Work will be completed when requested on a T&M basis.

Mr. Ted Myer
City Planner
City of Bethel
February 1, 2022
Page 2 of 2

One monthly statement will be provided showing total fees invoiced for each of these tasks. Payment will be expected within 30 days.

Services performed by DOWL under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

We trust this provided adequate information for evaluating our proposal. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

Sincerely,



Chase Nelson, P.E.
LLC Member/Project Manager

Using the City of Bethel-DOWL Engineering Services Term Contract Standard Conditions, DOWL is authorized to begin work on Task Order #22 – General Planning Services Amendment.

City of Bethel Authorized Representative

Date

Introduced by: City Manager Peter A. Williams
Introduction Date: February 22, 2022
Public Hearing Date: March 8, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 21-26 (h)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2022 BUDGET

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 2022.

WHEREAS, Public Works Department, Streets and Roads division budget line item 10-66-601, Vehicle Maintenance is overexpent by \$3,490.30;

WHEREAS, with the prediction of additional maintenance parts being required, Public Works is requesting \$40,000 to be allocated from the general fund;

H-1 Streets and Roads				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-66-601	Streets and Roads Operating Expenditure – Vehicle Maintenance	50,000	40,000	90,000
			<i>Total Increase</i>	
10-10100	General Fund	10,138,095	(40,000)	10,098,095
			<i>Total Decrease</i>	

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

ENACTED THIS 8th DAY OF March 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

City of Bethel, Alaska

Ordinance 21-26 (h)
1 of 2

Introduced by: City Manager Peter A. Williams
Introduction Date: February 22, 2022
Public Hearing Date: March 8, 2022
Action:
Vote:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Resolution #22-03

A RESOLUTION BY THE BETHEL CITY COUNCIL RECOMMENDING THAT MASKS BE WORN IN INDOOR PUBLIC PLACES WHEN THE COMMUNITY HAS HIGH COVID-19 TRANSMISSION RATES

- WHEREAS,** wearing a mask can slow the spread of COVID-19 by limiting the release of virus into the air and is a critical public health tool for preventing spread of COVID-19;
- WHEREAS,** according to the CDC, the community of Bethel is considered to have high transmission rates when there are more than six residents with COVID-19 in the last seven days, between February 3rd and 9th, the community of Bethel had 136 reported new cases of COVID-19 which is lower than the previous seven days (Jan. 27- Feb. 2) when 252 new cases of COVID-19 were reported;
- WHEREAS,** in response to public testimony requesting the City Council lift the Mask Mandate and the Lower Kuskokwim School District Board requested the City Council allow the District to establish their own mask policies, the Bethel City Council did not renew the community mask mandate;
- WHEREAS,** the Bethel City Council recognizes the importance of masking to help prevent continued spread of COVID-19 and strongly encourages community members to choose to wear masks until the community is no longer seeing high transmission rates;
- WHEREAS,** according to the CDC, people, including children over the age of 2, should wear a mask in indoor public places if they are:
- Not fully vaccinated
 - Fully vaccinated and in an area with substantial or high transmission
 - Fully vaccinated with weakened immune systems
- WHEREAS,** the CDC also says masks should not be worn by:
- Children under 2 years of age
 - A person with a disability who cannot wear a mask, or cannot safely wear a mask, for reasons related to the disability
 - A person for whom wearing a mask would create a risk to workplace health, safety, or job duty as determined by the CDC workplace risk assessment

Introduced by: Council Member Henderson
Date: February 22, 2022
Action:
Vote:

WHEREAS, the Bethel City Council recognizes that it is important to continue to slowing the spread of the virus and recommends individuals wear face covering over their noses and mouths when in public settings.

ENACTED THIS 22nd DAY OF FEBRUARY 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	22-06		
Date action introduced:	February 22, 2022	Introduced by:	Mayor Springer
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Committee and Commission Members for a term of three years.

Attachment(s): none

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

Ethics Board

Boyd Blihovde has applied for appointment: term expiration is December 31, 2024

Public Safety and Transportation Commission

Masu Saliu has applied for appointment: term expiration is December 31, 2024

City of Bethel Action Memorandum

Action memorandum No.	22-07		
Date action introduced:	2-22-2022	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a professional services agreement with the company that received the highest total score on its proposal submitted in response to the City's Request for Proposals for Public Relations Services.

Attachment(s): Draft Professional Services Agreement.

Amount of fiscal impact	Source of Funding	Account information
	No fiscal impact at this time.	
\$30,000	FY 2022 Budget – Consulting Fees	10-51-644

Summary Statement

The City of Bethel prepared and issued a Request for Proposals (RFP) to provide public relations services on December 30, 2021. The City posted the RFP on the City website and advertised it on electronic dissemination services, like the Plans Room, Associated General Contractors of Alaska, Contractor Plan Center, Dodge Analytics, and the Procurement Technical Assistance Center at the University of Alaska, Anchorage.

The City received two proposals by the January 10, 2022 deadline. The two proposals were scored by three City employees. The scores are provided below:

	Proposal #1 Score	Proposal #2 Score
Employee #1	100	90
Employee #2	88	85
Employee #3	95	65
Total	283	240

The City issued a Notice of Intent to Award on February 8, 2022 to the high scoring firm and a letter to the other firm notifying them of the City's intention to award. The attached contract was drafted by the City Attorney to spell out the terms and conditions for the City to receive public relations services from the firm.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BETHEL, ALASKA
AND
Company X
FOR
PUBLIC RELATIONS SERVICES**

THIS **AGREEMENT** is made and entered into this _____ day of _____ 2022, by and between the **CITY OF BETHEL** (a municipal corporation) and **Company X** (a public relations firm).

Section 01 Definitions

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Contractor" means Company X.
- C. The term "Agreement" means this agreement.

Section 02 Engagement of Public Relations Services

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

Section 03 Scope of Services/Deliverables

The Contractor hereby agrees to provide the following services to the City, consistent with its responsive proposal to the City's request for bids under this Agreement, the contents of which proposal are herein incorporated by reference.

3.01 Public Relations Services

Contractor will provide public relations services on a regular basis throughout the term of the Agreement. Contractor will work closely with the City to develop a schedule of press releases, blogs, social media posts, and other communications as needed based on circumstances and events. Contractor will act to gather information from local sources and add state and national facts, statistics, and other details as appropriate that enlighten, enhance and make more meaningful the City's media output. Contractor's services will be provided in such a manner as to help the City accomplish the following goals:

- Improve the City's image with the public in the performance of its core functions: police

and fire services; delivery of water and sewer services; road maintenance; port operations; and planning;

- Inform and educate the public regarding State directives and City ordinances, mandates, directives, and policies, including regarding the COVID-19 pandemic and other vital topics of interest.
- Promote public education, action, cooperation, and participation in various events, projects, and operation of local government.

3.02 Community and Culturally Sensitive Sourcing and Work Product

Contractor will educate itself and “tune in” to community affairs in order to better understand the nature of the community, major community stakeholders, prominent citizens, annual events, and cultural characteristics of the predominantly Yup’ik population. Recommended information sources include but are not limited to: the Delta Discovery weekly newspaper; KYUK radio station; regular radio programming; and press releases from other organizations in town.

3.03. Receipt of Department Director Reports

Contractor will obtain all Department Director reports by email each month as a source material for media development. These reports are prepared by City Department Directors and are included in the first monthly City Council meeting packet.

3.03. City Responsibilities

The City Clerk or her designee will serve as the Contractor’s point of contact for the duration this Agreement. The City will provide the Contractor with requested information and documents necessary for Contractor’s performance in a timely manner. A response to a request will be provided within 48 business hours. Should a request for information take longer to fulfill, The City will provide a timeline and explanation, and the schedule of the work product may be updated to support a delay.

3.04. Copyright and Trademark Licenses

Prior to the final payment for services rendered, the Contractor shall provide to the City written, perpetual, royalty-free copyright and trademark licenses to use any and all of the materials provided to the City by the Contractor. The City may use ideas and concepts for its own internal purposes, or for purposes of complying with public records access laws.

3.08 Deliverables

All written deliverables shall be formatted and delivered in electronic format to the City Clerk or her designee by email. Send documents to: cityclerk@cityofbethel.net.

Any physical deliverables shall be mailed to the City Clerk's Office by the most expeditious mail service at the address set forth in section 20 below.

Section 04 Term

This Agreement shall be deemed in force as of the last date signed by the parties below, and shall remain in effect for a period of three (3) years, unless terminated as hereinafter provided, and subject to funds properly appropriated or decreased by the Bethel City Council during its annual City budgeting process.

Section 05 Compensation

A. Subject to the provisions of this Agreement, the City shall pay the Contractor and/or its employees based on the hourly rates set forth on page 17 of Contractor's Responsive bid, all of which is incorporated by reference into this Agreement.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service, or other thing of value to the Contractor in connection with performance under this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and will not be charged to the City.

Section 06 Method and Time of Payment

A. Contractor shall invoice the City within thirty (30) days of provision of deliverables and performance under this Agreement. Consistent with and subject to Section 05 of this Agreement, payment of invoice or invoices shall constitute the full and complete compensation for the Contractor's professional services.

B. All invoices must be submitted in duplicate and addressed as follows:
City of Bethel
Attn: Accounts Payable
PO Box 1388
Bethel AK 99559-1388
accountspayable@cityofbethel.net

Section 07 Termination of Agreement With or Without Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. All finished or unfinished documents, reports, or other material prepared by the Contractor under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Contractor shall be entitled to receive prorated compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with Section 3 of this Agreement and the other terms of this Agreement. Either party may terminate this Agreement without case upon thirty (30) days written notice to the other party.

Section 08 Termination for Non-Availability of Government Funds

If the City Council fails to appropriate sufficient funds or to authorize the expenditure of sufficient funds to continue service under this Agreement, the City may submit a written notice to Contractor terminating this Agreement. Such notice shall be in writing and shall be not less than thirty (30) days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds (e.g., Bethel City Council action; official budget or other official government document). The City shall be liable to Contractor for all charges and costs for products and/or services incurred up to the effective date of the termination.

Section 09 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.

Section 10 Equal Employment Opportunity

The Contractor and its subcontractors will not discriminate against any employee on the basis of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, status as a disabled veteran, or any other legally protected reason.

Section 11 Assignability

A. The Contractor 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 Contractor 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 Contractor shall be responsible to the City for any monies due the assignee of this Agreement which are paid directly to the Contractor.

B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 12 Permits, Licenses, and Taxes

The Contractor 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 Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

Section 13 Relationship of the Parties

In the performance of services under this Agreement, the Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of the City. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to the City under this Agreement. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement, but shall not supervise or otherwise direct the Contractor.

Section 14 Defense and Indemnification

Except for the sole negligence of the City, and to the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City and any of the City's applicable subsidiaries, from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with services or supplies provided by, or performed under this agreement by, the lessee, its agents, sub-lessees, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this agreement shall not be limited in any way by any restriction on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any workers' compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney fees, and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

Section 15 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 16 Contractor Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Contractor confer with its insurance companies or brokers to determine if their insurance program complies with the City's insurance requirements.

Section 17 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 18 Confidentiality, Maintenance, and Destruction of City Records and Information

Contractor must complete the following tasks upon Agreement termination:

- Destroy all documented City confidential and proprietary information (including network credentials and software) that reside with the Contractor (either digital or physical) within thirty (30) days of Agreement termination.
- Adhere to any nondisclosure agreements that were agreed upon at the beginning of the Agreement. City confidential and proprietary information will never be shared with any other entity before, during, and after Agreement termination.

Section 19 Understanding

The Contractor acknowledges that it 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 its own free will.

Section 20 Notices

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

City of Bethel
Attn: City Clerk
PO Box 1388

Section 21 Insurance

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by the City. Such insurance will protect the Contractor from claims set forth below and others which may arise out of or as a result from the Contractor's operations under this Agreement, whether such operations are by the Contractor or by a sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the Contractor under this Agreement.

- (a) Claims under worker's compensation, employer's liability, disability benefits, and other similar employee benefit acts, which are applicable to the work to be performed under this Agreement.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Contractor employees.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the Contractor contractual obligations and assumption of liability under this Agreement.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments

Professional (Errors & Omissions) Liability (this may be a separate policy)

(b) The insurance required in II including subsection (a), shall be written for not less than the limits listed in (c) below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of final payment, or termination of any insurance required to be maintained after final payment.

(c) The insurance required in II including subsection (a) shall be written for not less than the following limits:

1. Worker's Compensation Insurance:

Statutory Requirements of the State of Alaska, and

Employer Liability Insurance limits of:

\$500,000.00 each accident.

\$500,000.00 disease each employee.

\$500,000.00 disease policy limit.

2. Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.

\$2,000,000.00 Combined Single Limit of Liability per Occurrence

\$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence

\$2,000,000.00 Annual General Aggregate Limit of Liability

\$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of
Liability

\$100,000.00 Fire Damage Limit of Liability Any One Fire

\$5,000.00 Medical Payment Limit Any One Person

4. Professional (Errors & Omissions) Liability Insurance:

\$1,000,000.00 Limit of Liability per Claim.

\$2,000,000.00 Limit of Liability Annual Aggregate for all Claims.

Retroactive date: Prior to effective date of Agreement.

Effective date: Prior to effective date of Agreement, and for at
least 24 months after completion of Agreement.

(d) Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employer's liability insurance shall contain a waiver of subrogation provision in favor of the City.

(e) The commercial general liability insurance shall name the City of Bethel as an additional insured as respects this Agreement.

- (f) Contractor's required insurance is subject to review and adjustment by the City, which may require reasonable changes in the amounts and types of insurance based upon changes of risk. Contractor shall be provided a written explanation for any such changes.
- (g) Certificates of insurance acceptable to the City shall be filed with the City prior to the commencement of the beginning of any services by the Contractor. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the insured (Contractor).

If any of the insurance policies required above are canceled for any reason, the Contractor shall provide immediate notice to the City of the cancellation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancellation by the Contractor.

Failure to maintain these insurance provisions required of the Contractor or failure to immediately notify the City of cancellation shall be considered a material breach of this Agreement by the Contractor, subject to termination under the provisions of this Agreement.

Notice described above shall be by confirmed delivered to the following location:

City of Bethel
Attention: Contracting
PO Box 1388
300 State Highway
Bethel, AK 99559
(907) 545-4847

Section 22 Tax Arrearages

- A. Any Contractor in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within 10 (ten) calendar days of receipt of written notice sent by the City of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that the Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases, and rental agreements, against any amount owing to the same under an agreement between the City and the same.

Section 23 Liability and Warranties

- A. **WARRANTIES; DISCLAIMER.** Contractor warrants that the Services performed under this Agreement shall be performed in a work person-like and professional manner consistent with industry standards. Contractor's sole responsibility under the warranty with respect to any material defects in the Services shall be its use of commercially reasonable efforts to correct the defect within a reasonable period. Contractor shall have no responsibility for, and this warranty shall be voided in the event of: (a) errors or defects caused by the City's neglect, misuse, or damage to the Services; (b) use of the Services with any technology not in accordance with Contractor's written recommended configurations; (c) support of the hardware and/or software in connection with which Contractor provides Services, or any technology that accesses such hardware or software, by any third party; (d) any loss of data or use of the Services as a result of any breach of security of the technology used by the City in connection with the Services, or (e) changes, modifications, or other actions taken by the City or any other third party in connection with the City's systems. Contractor does not warrant the result of any services or warrant that any or all failures or errors with respect to the services will be corrected or warrant that the services (i) shall meet the city's requirements, (ii) are without defect or error, or (iii) shall operate in an uninterrupted or error-free manner. except as expressly set forth in this agreement, the services are provided on an "as is" basis, without warranties of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- B. **LIMITATION OF LIABILITY.** Regardless of whether this Agreement or any remedy hereunder may be considered to have failed of its essential purpose, in no event shall Contractor's cumulative liability to the City for any and all claims regarding this Agreement, regardless of the form of action, whether arising under contract, tort, warranty, or otherwise, exceed one-twelfth (1/12th) of the total amount paid by the City to Contractor under this Agreement during the then-current term in which the first event giving rise to the applicable claim occurred. notwithstanding the foregoing, under no circumstances shall Contractor have any liability to client or any third party for any incidental, indirect, special, punitive, or consequential damages or costs arising in connection with this agreement (including, but not limited to: loss of revenue, profits, services, data or equipment; interruption of business; cost of substitute goods or services; computer malfunction, viruses, or other digital hazards; unavailability or inaccuracy of any data in the services; and any and all other circumstances beyond the reasonable control of Contractor, regardless of whether Contractor had been advised,

knew, or should have known of the possibility thereof. The City understands that the fees charged by Contractor in this agreement reflect the allocation of risks expressed by the limited warranties and the limitations on liability and damages that are set forth in this Agreement. By signing this Agreement, the City accepts these terms and affirms that the City understands that to change them would affect the economic bargain expressed in this Agreement.

Section 24 Force Majeure

Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither the City nor Contractor shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither the City nor Contractor shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

Section 25 Authorized Representatives

The undersigned signatories to this Agreement, by signing below, explicitly represent that they are fully authorized to bind the parties to all terms of this Agreement.

CITY OF BETHEL

By: Peter Williams

Title: City Manager

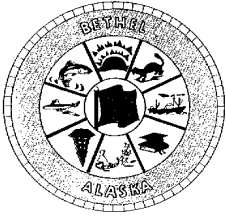
Dated: _____

COMPANY X

By: _____

Title: _____

Dated: _____



CITY OF BETHEL

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

MEMORANDUM

DATE: February 2, 2022, to February 15, 2022

TO: City Council

FROM: Peter Williams, City Manager

RE: City Managers' Report

Covid-19 – The incentive program has been disbanded. There are testing kits, masks, etc., available. We have received another partial order of testing kits and expect to be able to have access to a large number of masks. Meet with YKHC and the Aquatic Ctr. Manager to discuss what requirements we should use to admit people to the Center. We will keep the same requirements for now.

Daily Log

Feb. 2 – 1) Reviewed various budgets submitted for the FY-23 Budget. I've requested dept Heads to and these to the committee and commission packets that they are responsible for. 2) Aquatic Ctr. is concerned that they might have to reduce their activities due to the Coronavirus. We have reported the leaks to the contractors who will fix the roof. Sometime in late May or early June 3) Discuss condemning the old BIA site so it can be remediated. 4)

Feb. 3 – 1) Review P.D. Budget for FY-23 2) Reviewed the updated Ordinance concerning the Coronavirus concerning testing and quarantining. 3) Evaluated Grant Manager position. 4) Teleconference with BDA and the Finance Dept. to discuss the FY-21 audit. It seems to be going a little smoother than last year. I'm hoping it's completed in April.

Feb. 4 – 1) Teleconferenced with P.D. Chief and city attorney about H.R. issue. 2) Participated in the Y.K. Reg. Leadership Roundtable sponsored by Calista. Discussion centered around the U.S. Gov'ts Infrastructure Bill. We discussed our priorities and if they were part of the Bill. There will be than one meeting. At this meeting, I think funding for the roads through the state Transportation Plan and Ports might show some promise. Often forgotten is that a match is required for

the use of these funds that can add up quickly. Nothing is free. These funds will be administrated by the State of Alaska. The application process probably will not be ready till June 2022. The State is behind as it is forwarding funds from grants already awarded. 3) Received and reviewed the fire Dept Budget and comments made about training employees in some new duties. 4) Requested the Finance Dept to look into the F.D.s fleet Replacement fund from the ambulance fees. 5) Reviewed two incidents, one to do with a sewer tank and another with damage to a vehicle. 6) I had discussions with the Deputy Finance Director, Police Chief, and the Port Director.

February 5 - Responded to emails.

Feb 7th – 1) Responded to questions about the extra call for W & S Services about paying for extra calls. 2) Reviewed Dept Heads and P.W. employee timesheets. 3) Responded to 33 emails by three-thirty PM. 4) Reviewed and discussed a list of RFPs that needs to be published. 5) Discussed the lift stations that are not working properly. 6) discussed several issues with the H.R. Manager.

Feb 8 – 1) Meet with H.R. Director 2) Reviewed RFP for General Engineer Services. Currently, DOWL Inc. is performing these services. 3) The finance Dept. will be uploading the updated Chart of Accounts on February 17 and 18. When this task is completed, we will work with Questica to bring that program. 4) Teams meeting to finalize the CBA. 5) Attend City Council meeting.

Feb 9 – 1) Reviewed the Fire dept budget and justifications. They have requested an increase in training programs and need a new ambulance. 2) Meet with the City Attorney and P.W. to discuss who owns the lift station at the lift station. We might be able to get this lift station fixed with project funds from the Aves Project because it is due to be replaced during the construction of the Aves project. We will discuss this with the USDA. 3) P.W. Director, Utility Forman, and I meet with DOWL to discuss the scope of work for constructing a building for storing chemicals.

Feb 10 – 1) Zoom meeting with YKHC Covid-19 team. We are still experiencing a high rate of transmission. 2) A geotechnical expert will conduct an assessment of the Fire Stations foundation. The foundation is sinking, partly due to the skirting around the bottom of the building to prevent the pipes from freezing.

Feb. 11 – 1) Teams meeting with the manager of the Aquatic Ctr. to go over the centers budget. I didn't see a lot that could be cut from it. Housing, as the manager understands to be is a COLA for the three health fit employees. It always has been in the Budget, and we don't know who started it.

Feb 12 & 13 – Responded to emails from BDO for the audit.

February 14. 1) YKHC, Aquatic Ctr, and I meet to discuss requirements for people using the Aquatic Center. 2) Reviewed the new Chart of Accounts and

discussed them with the Finance Dept. 3) UAF has received a grant that they wish to use to upgrade the Teen Ctr. and playground equipment. They wish to replace the windows and maybe the flooring inside the building.

Feb. 15 – 1) Responded to a customer complaint regarding a lift station in the City sub. 2) Reviewed check requests and line item transfers. 3) Administration meet with the USDA to discuss the Aves project. Bids are due March 11. 4) Administration met with Triton, the company responsible for billing ambulance fees for the SEMT program. There are a lot of details that they have asked for, and we should be able to provide the needed info on March 4.

Peter A Williams
City Manager
City of Bethel

Schedule, Events and Programs

Visit ykfitness.org for the most up to date schedules and information.

Group swim lessons are back! Group swim lessons started the second week of January, with classes available for preschool through adult swimmers. With generous funding from the American Red Cross and the YK Delta Lifesavers we are able to offer classes at significantly discounted rates. With our first classes back since COVID-19 we are already planning for a spring session to start in early March.

Now Hiring Lifeguards

Lifeguard training and certification course:

Saturdays & Sundays in February, 12pm-7pm
2/12, 2/13, 2/19, 2/20

Yukon-Kuskokwim Fitness Center
257 Alaskan Dr.
Bethel, AK 99502
www.ykfitness.org
(907) 543-0390

We continue to be closed on Sundays, primarily due to lack of lifeguard staff. We offered Lifeguard Training in November and January but did not have qualified students enroll. We are offering Lifeguard training in February in the hope of training and hiring additional lifeguard staff to enable us to expand the pool hours. Once we have been able to expand our Lifeguard crew, we hope to be able to offer swim instructor training.

Group fitness classes are offered as often as our instructor schedules allow. We hope to expand our group fitness class offerings are currently hiring instructors. We encourage anyone who is interested in teaching any fitness class our community would be interested in participating in to contact Stacey at ykfc@cityofbethel.net to discuss opportunities.

Face masks:
Everyone must wear a face mask at all times unless:
-swimming in the pool or
-showing.

Reservations:
Reserved zones required for non-vaccinated swimmers.
Call for reservations :
(907) 543-0390

Travel:
Travelers must adhere to a strict social distancing policy and are prohibited from using the facility until 10 days after arriving in Bethel.
*fully vaccinated travelers are exempt.

Merry Christmas

As COVID-19 continues to be a concern in the community masking, social distancing, travel restrictions, and pool reservations for unvaccinated swimmers continue to be required.

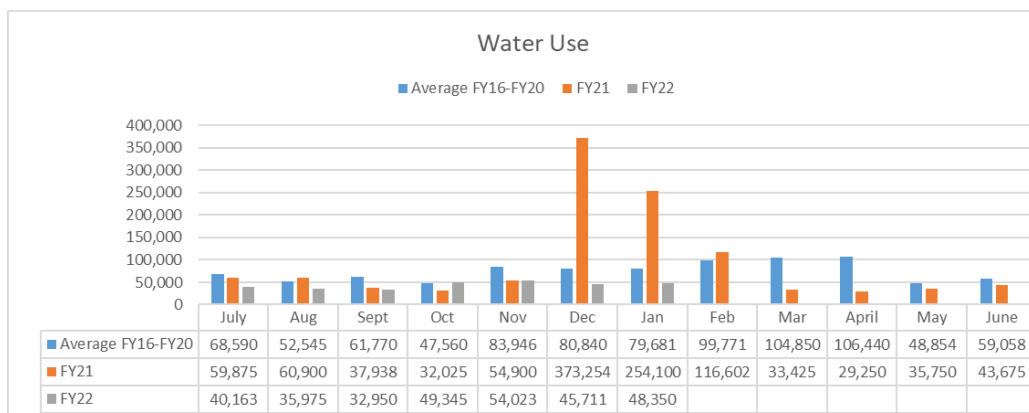
Class	Days/Time	Location	Capacity
Preschool 3	Wednesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 4	Thursdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 5	Fridays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 6	Saturdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 7	Sundays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 8	Mondays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 9	Tuesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 10	Wednesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 11	Thursdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 12	Fridays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 13	Saturdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 14	Sundays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 15	Mondays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 16	Tuesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 17	Wednesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 18	Thursdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
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Preschool 21	Sundays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 22	Mondays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 23	Tuesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 24	Wednesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 25	Thursdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
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Preschool 28	Sundays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 29	Mondays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 30	Tuesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 31	Wednesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 32	Thursdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
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Preschool 98	Sundays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 99	Mondays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10
Preschool 100	Tuesdays 10:00-11:00am	Yukon-Kuskowim Fitness Center	10

Class	Schedule	Location	Capacity
Anti-GravityBarre	Wednesdays at 5:45AM 1/12, 1/19, 1/26, 2/2	Studio	12
Bootcamp	Wednesdays at 6:00AM 1/12, 1/19, 1/26, 2/2	Studio	12
Cardio Boxing	Tuesdays at 6pm 1/11, 1/18, 1/25	Studio	12
Cycling	Wednesdays at 6:30pm 1/12	Studio	12
Water Aerobics	Wednesdays at 10am 1/12, 1/19, 1/26, 2/2	Pool	16
Yoga	Tuesdays at 10:30am 1/11, 1/18, 1/25	Studio	12

Visit ykfitness.org to review COVID-19 policies before visiting.
Drop-in or use a Fitness Class Pass.
Drop-in Rate: \$17 Non-Member/\$15 Member.
Visit ykfitness.org or call 543-0390 for details or to purchase your Fitness Class Pass.

Universal Masking required during all activities except swimming and swimming lessons. Your mask protects you, the mask protects you. Thank you for keeping our facility safe!
Schedule subject to change
1/6/2022

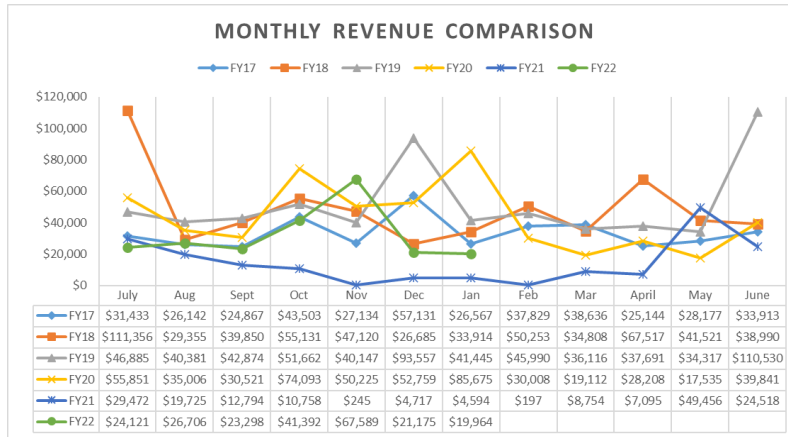
Water Use



*Note: Facility opened in November of 2014 (FY15). Starting during maintenance closure in Dec 2019/Jan 2020 hot water has been used to keep pipes from freezing resulting in higher-than-normal usage. Water was turned off in late March 2020 once outside temps were consistently above freezing temperatures. Problems again arose in Dec 2020 and water was used to assure there were no freeze ups of facility piping through early March 2021.

Revenue

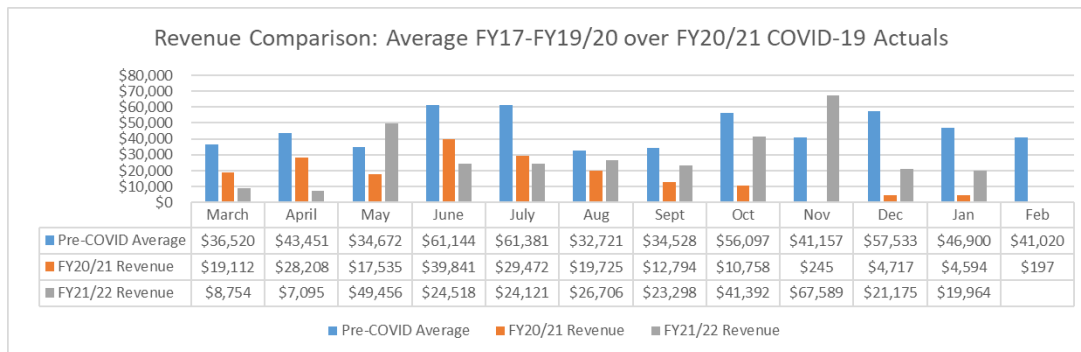
Code	Facility Revenue	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total	FY22 Budgeted	%attained
414	Memberships	\$10,595	\$15,569	\$6,168	\$32,050	\$54,709	\$10,635	\$7,628						\$137,354	\$260,000	52.83%
430	Pro Shop	\$2,397	\$1,555	\$1,303	\$2,680	\$2,633	\$2,826	\$2,836						\$16,231	\$40,000	40.58%
435	Concessions	\$1,574	\$1,288	\$1,307	\$1,853	\$2,003	\$2,253	\$2,097						\$12,375	\$60,000	20.63%
460	Entry Fees	\$7,650	\$1,706	\$12,323	\$3,460	\$6,794	\$4,754	\$4,264						\$40,950	\$100,000	40.95%
463	Facility Rental	\$630	\$5,672	\$1,692	\$933	\$475	\$240	\$1,317						\$10,958	\$25,500	42.97%
465	Program Fees	\$1,275	\$917	\$505	\$415	\$976	\$467	\$1,821						\$6,377	\$50,000	12.75%
Misc	(Grants, Donations, Etc.)													\$0	\$0	
	Facility Revenue Total	\$24,121	\$26,706	\$23,298	\$41,392	\$67,589	\$21,175	\$19,964	\$0	\$0	\$0	\$0	\$0	\$224,244	\$535,500	41.88%



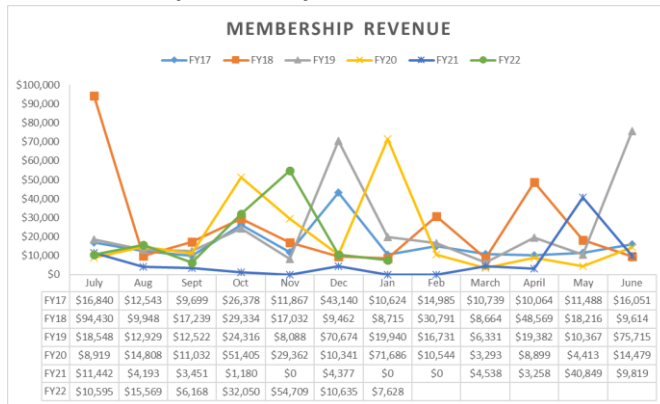
Comparison of pre-COVID-19 averages and revenue actuals, Pre-COVID-19 averages and March 2020 – present.

COVID-19 Comparisons	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Total
Pre-COVID Average	\$36,520	\$43,451	\$34,672	\$61,144	\$61,381	\$32,721	\$34,528	\$56,097	\$41,157	\$57,533	\$46,900	\$41,020	\$547,124
FY20/21 Revenue	\$19,112	\$28,208	\$17,535	\$39,841	\$29,472	\$19,725	\$12,794	\$10,758	\$245	\$4,717	\$4,594	\$197	\$187,199
FY21/22 Revenue	\$8,754	\$7,095	\$49,456	\$24,518	\$24,121	\$26,706	\$23,298	\$41,392	\$67,589	\$21,175	\$19,964		\$314,068
COVID-19 Deficit	\$45,175	\$51,598	\$2,352	\$57,929	\$69,170	\$19,011	\$32,965	\$60,044	\$14,479	\$89,174	\$69,242	\$40,823	\$551,962

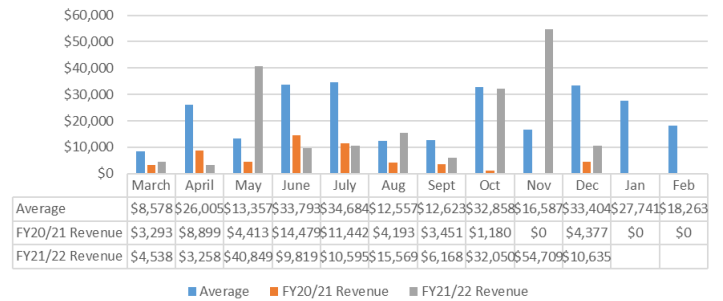
*June & July Averages are skewed approximately \$30,000 higher than the average month due to large payments typically received during one or the other month.



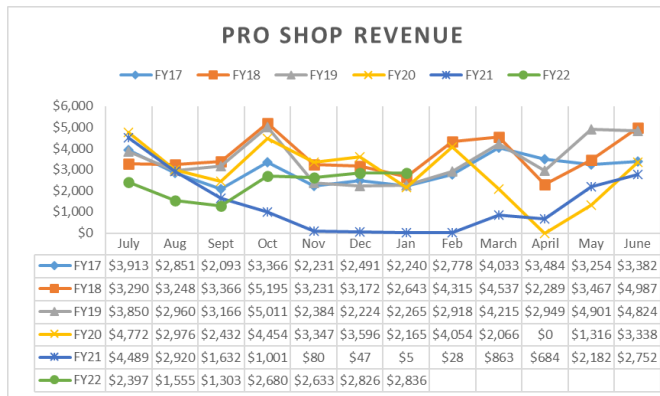
Revenue Comparisons by line Item:



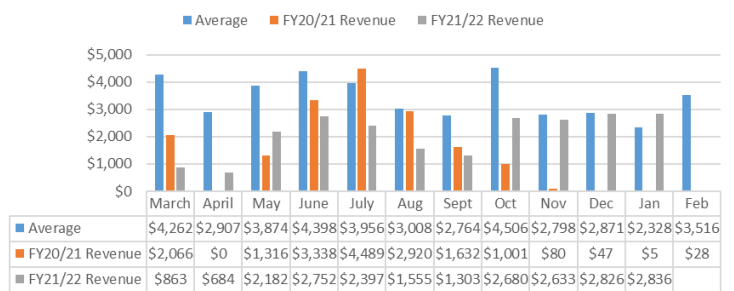
Membership Revenue Comparison: FY17-FY19/20 Average over FY20/21 COVID Impacted Actuals



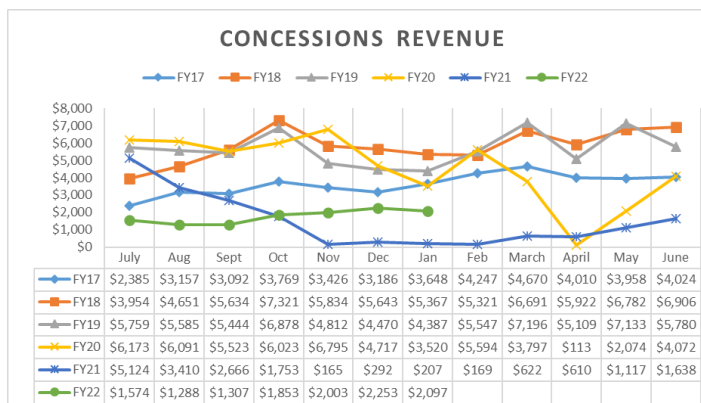
Proshop revenue has returned to close to normal fueled predominantly by purchases of goggles and swim suits.



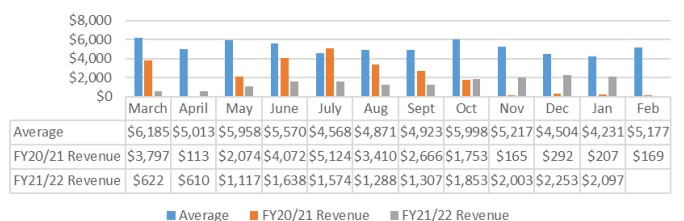
Proshop Revenue Comparison: FY17-FY19/20 Average over FY20/21 COVID Impacted Actuals



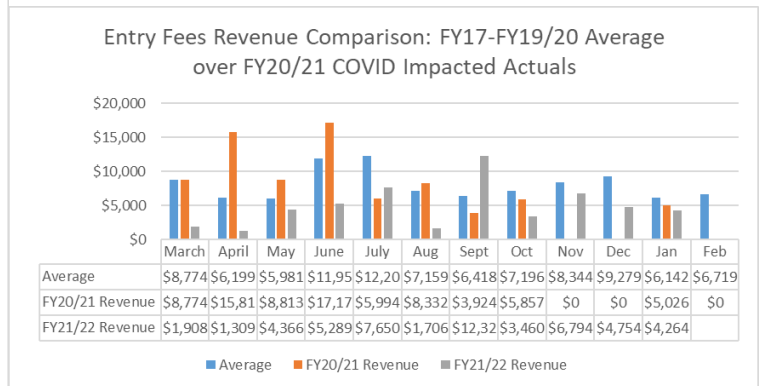
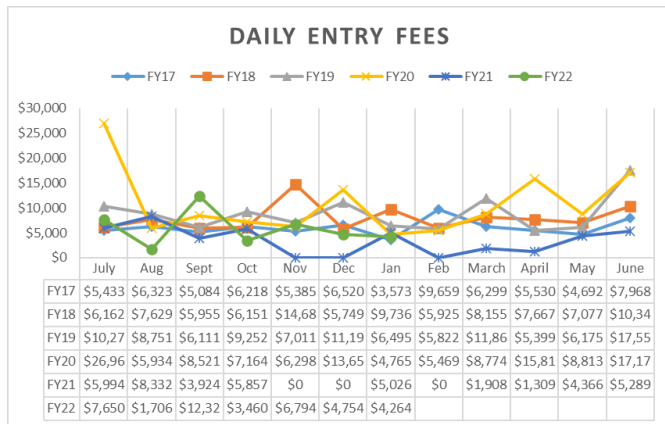
Concessions revenue continues to remain low due to ongoing facility restrictions limiting eating, group sizes, and amount of time spent at the facility. We have also begun to experience supply chain shortages and delivery delays reducing the items we have on hand for purchase.



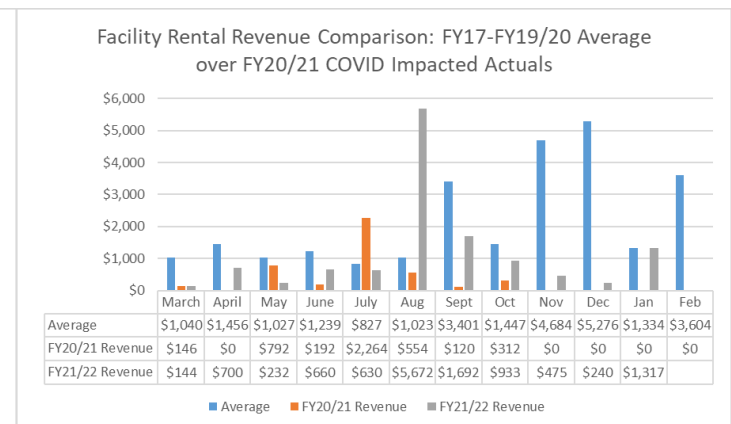
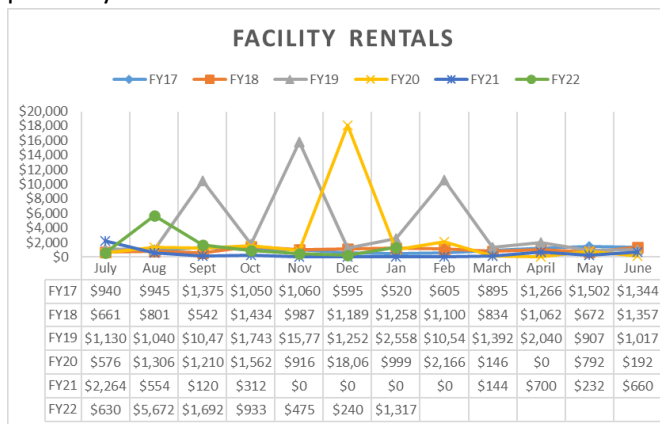
Concessions Revenue Comparison: FY17-FY19/20 Average over FY20/21 COVID Impacted Actuals



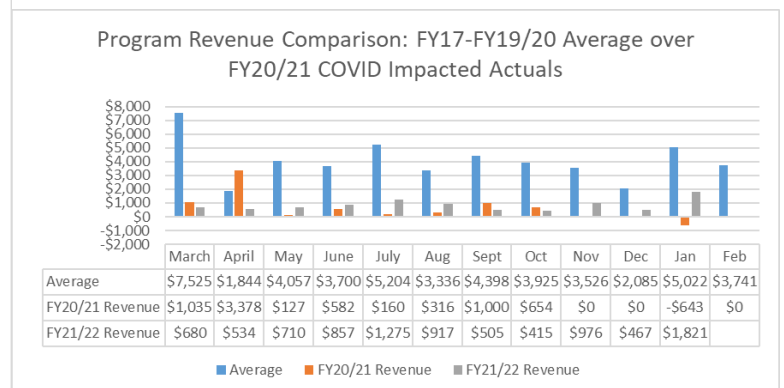
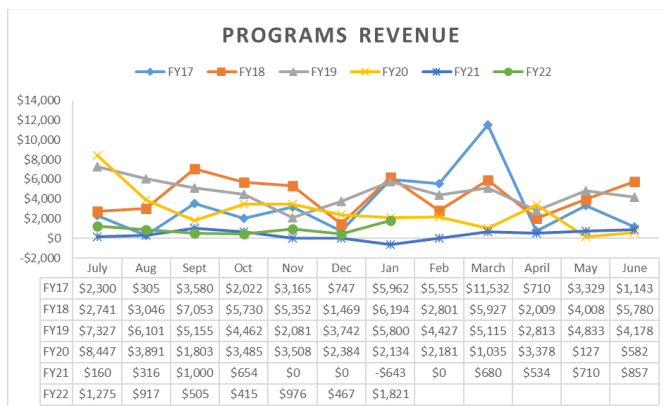
Daily entry fee revenue fluctuations do not directly reflect monthly entry numbers as fees paid under corporate agreements may be paid either in advance of pass use or after monthly/quarterly billing.



Facility rental fees will continue to remain low until we are able to resume group rentals and parties. Current rental fees primarily reflect locker rentals.



January shows a small increase in program revenue as we have been able to resume a limited number of group swim lessons.

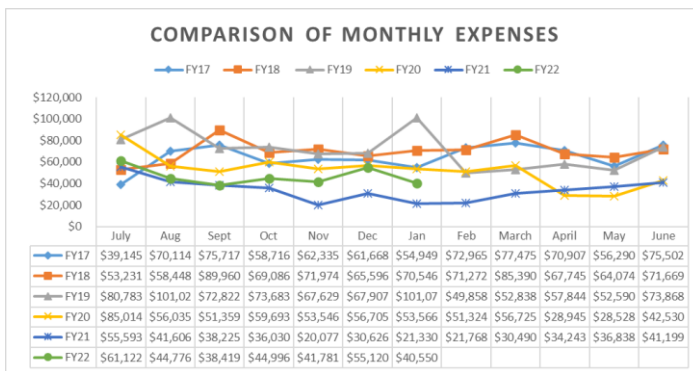


FY21 Expenses

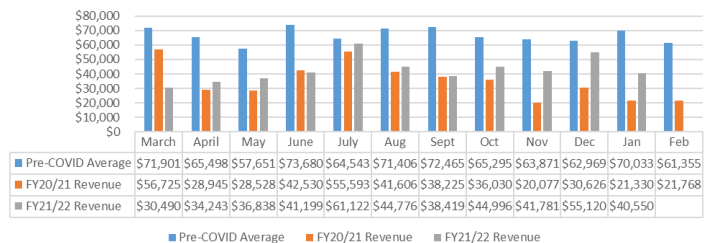
	Expenses	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Total	Budgeted	% used
	Wages & Benefits	\$51,354	\$31,937	\$29,545	\$31,483	\$31,019	\$49,085	\$33,536	\$257,961	\$696,442	37.04%
520	Housing	\$2,545	\$2,545	\$2,545	\$2,545	\$2,545	\$2,545	\$2,545	\$17,815	\$42,900	41.53%
545	Travel/Training	\$265	\$0	\$51	\$0	\$0	\$0	\$0	\$316	\$2,000	15.81%
561	Supplies	\$1,270	\$7,622	\$3,363	\$3,892	\$3,278	\$801	\$1,084	\$21,310	\$87,000	24.49%
580, 661, 663, 799	Building Maintenance	\$1,364	\$115	\$251	\$257	\$821	\$45	\$710	\$3,565	\$30,100	11.84%
668	Software Licenses	\$253	\$329	\$242	\$438	\$707	\$221	\$207	\$2,398	\$8,146	29.43%
669	General Expenses	\$4,071	\$2,227	\$2,421	\$6,380	\$3,411	\$2,422	\$2,467	\$23,400	\$35,581	65.76%
790	Allowance for Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	0.00%
799	Unforeseen	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	0.00%
	Other/Non Budgeted	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	TOTAL	\$61,122	\$44,776	\$38,419	\$44,996	\$41,781	\$55,120	\$40,550	\$326,765	\$905,769	36.08%

* Due to our 2 week pay period structure there are 2 months out of each year in which 3 pay periods fall, skewing wages totals upwards for those months.

**Expense totals do not include purchases for the building that have been made by City of Bethel Property Maintenance or other direct city expenses.



Expense Comparison: Average FY17-FY19/20 over FY20/21 COVID-19 Actuals



We have actively worked to keep expenses low while still making seasonal purchases, purchases for maintenance and cleaning, and to keep essential proshop and concessions items stocked.

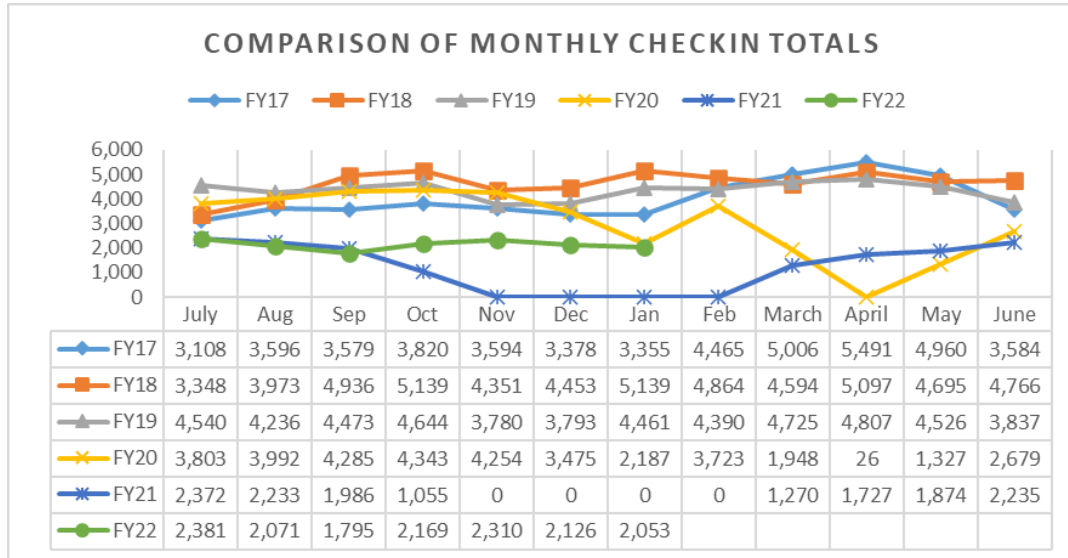
Facility Utilization

Facility Check-In: Facility Check-In numbers represent the total number of patrons who visited the facility and are based on a compilation of the number of members who checked-in, the number of daily passes sold and the number of participants in programs, activities, rentals, and special events. These numbers represent facility visits, not individuals as most individuals visit the facility multiple times over the course of the month.

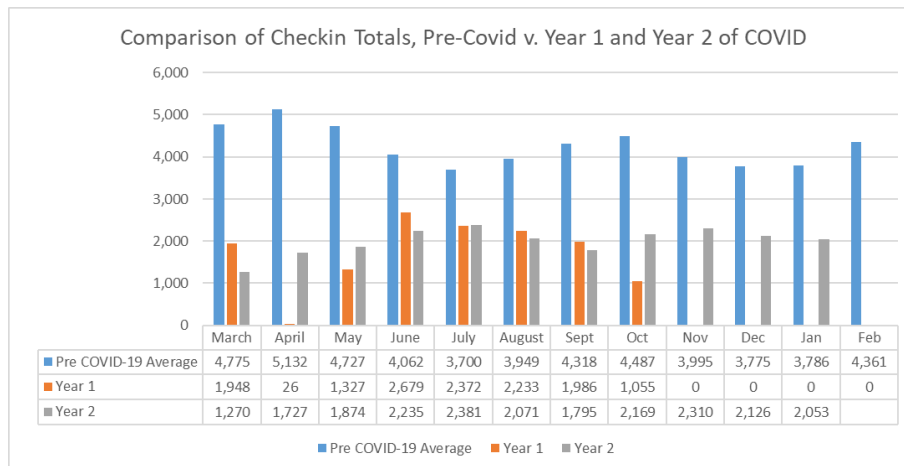
Facility Check-In	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total
Member Checkins	1,202	1,116	991	1199	1263	1194	1135						8,100
Daily Admissions	1,119	696	632	724	959	854	822						5,806
Rentals	0	199	109	166	0	0	0						474
Fitness Programming	40	45	52	69	71	66	69						412
Aquatics Programming	20	15	11	11	17	12	27						113
Youth Programs	0		0	0	0	0	0						0
Monthly Totals	2,381	2,071	1,795	2,169	2,310	2,126	2,053	0	0	0	0	0	14,905

Concerns about COVID-19 began impacting facility utilization in late February 2020 and continue to the present.

During the First Year of the pandemic (March 2020-Feb 2021) our facility was mandated to shut down twice from March 18th through May 9th, 2020 and from October 15th 2020 through Feb 28th 2021. A total of 188 days representing 52% of our year. During the second year of the pandemic (March 2021 – present) we have been fortunate that we have not experienced any mandated facility closures yet, but ongoing COVID-19 concerns/fears and mitigation strategies such as vaccination/testing requirements, restricted access for non-vaccinated travelers, face masks, and pool reservations have continued to have a negative impact on facility use.



From our reopening to vaccinated individuals on March 1st, 2021 we had been seeing slow but steady increase in the average number of visits bringing us to approximately 64% of our normal average for July 2021. The emergence of the Delta variant and increasing cases throughout the community led to a decline usage starting mid-September and December numbers were approximately 56% of the pre-COVID-19 average. January usage was down to 54% of average as Omicron began to spread through the community and February usage is expected to show further declines.



YKFC COVID-19 Phase 3 FAQs

Universal masking is required for all activities except swimming and showering.

Masks

Do I have to wear a mask? Yes. Everyone over the age of 2 years will be required to wear a dedicated face mask over their mouth and nose for all activities except while swimming in the pool or while standing in the shower. Swimmers are required to wear a dedicated face mask while walking to and from the pool and while in the spa. Patrons may remove their face mask while showering but must wear a mask for all other locker room activities (walking, dressing, using the rest rooms etc.). **Scarves, shirts, or other clothing items are not acceptable substitutes for a dedicated face mask.**

Patrons who fail to follow mask requirements will be restricted from using the facility. Refunds will not be available for patrons who are asked to leave due to failure to follow masking policies.

Reservations

Do I need a reservation for Fitness Areas? Fitness Areas are open to all users age 16+. Masks are required for all users for all activities. Reservations may be required during peak hours if needed to maintain capacity limits.

Do I need a reservation for the pool?

Vaccinated = No. Pool Lap Lanes 4, 5, & 6 will be reserved for vaccinated swimmers to use for lap swimming or water exercise during all facility open hours, unless being used for a class. Vaccinated users should share lanes with other vaccinated users.

Unvaccinated individuals = Yes. Unvaccinated individuals and groups must reserve a specified zone for swimming. We strongly recommend making your reservation in advance.

Is a reservation required in advance? No. Unvaccinated individuals and groups may make a reservation when they arrive IF space is available. If space is not available, you can make a reservation for a later date/time.

How long can I reserve a space for? Up to 90 minutes. Reservations may be limited to 60 minutes during peak hours if congestion becomes an issue.

How many people can use my reserved space? Your reservation allows up to 8 members of your household to visit the facility together. This total includes all adults and youth who accompany you, whether swimming or not. Infants in arms are excluded, toddlers are included. Regular admission prices apply.

If I am late getting to the pool can I extend my swim time? If you are late arriving for checkin, your time may be extended only if there is not a reservation immediately following yours. If the time is already reserved by someone else your time cannot be extended. If you are more than 20 minutes late and do not let us know we may give your spot to another group.

Can I change my reservation? If your plans change you can adjust your reservation online up to 2 hours in advance or by calling 543-0390.

How many reservations can I make? Each household may make one reservation per day.

Locker Rooms

Which locker room can I use? All locker rooms are open for all users. Families are reminded that youth under that age of 5 may use either locker room. Youth over the age of 5 must use the locker room appropriate to their gender or use the family locker room. Masks are required in locker rooms. Patrons may remove their face mask while showering but must wear a mask for all other locker room activities (walking, dressing, using the rest rooms etc.).

YKFC COVID-19 Phase 3 FAQs

Universal masking is required for all activities except swimming and showering.

Do I have to use the locker room? No. Individuals who arrive dressed for their workout or swim are not required to use the locker room. Swimmers may enter the pool area through the viewing area and use the on deck shower.

Do I have to shower before swimming? YES, showering before getting in the pool or spa helps keep them clean.

Age Restrictions

Can my kids come to swim by themselves? Maybe. Youth under the age of 16 years must be accompanied by an adult age 18 years or older unless:

- Youth is between 12-15 years of age and
- Parent/guardian provides proof the youth is fully vaccinated (final dose + 2 weeks) and
- Parent/guardian submits signed [swim test release form](#) and
- Youth passes swim test.

Youth under the age of 16 who do not meet all 4 of the above criteria are required to be accompanied by an adult age 18 years or older .

For youth under the age of 5 there must be 1 adult in the water for every 2 youth.

Adults are responsible for assuring youth remain in their designated areas, wear their designated face masks when not in the water and remain distanced from patrons not in their household group. Adults who are not swimming with their group must remain in the reserved area. Seating near the reserved area will be made available.

Check In

Everyone visiting the facility must check in at the front desk for entry and must wear a mask at check-in.

Will reservations be extended if check in takes too long? Reservations will not be extended to accommodate delays at check in or waiting for the locker rooms. The following are steps you can take to avoid delays.

- Arrive dressed ready to swim so you do not need to wait for locker room.
- Make sure everyone in your group is healthy enough to visit the facility (no covid-19 symptoms, no exposure to anyone who has tested positive for COVID-19, no travel)
- Have the names and ages of everyone in your group ready or complete our [Group Check In Form](#) in advance

Travel

Can I still use the pool if I travel?

Individuals who travel outside Bethel should not visit the facility until 10 days after returning to Bethel. Individuals may return to the facility on the 11th day back in Bethel as long as they are not experiencing any symptoms.

Travelers are exempt from the travel rule if:

- Able to show negative results of a molecular test for SARS-CoV-2 taken 7 days after return to Bethel.
- Able to show proof that the individual is fully vaccinated (Final dose + 2 weeks).

Vaccinated Travelers are reminded that testing helps keep our community safe and are encouraged to get tested for SARS-COV-2 approximately 7 days after your return to Bethel.

YKFC COVID-19 Phase 3 FAQs

Universal masking is required for all activities except swimming and showering.

Spa

Can I use the Spa? Adults age 16 and older are eligible to use the spa. Youth under the age of 16 are not allowed in the spa area. Masks are required in the spa.

Are masks required in the spa? Yes.

Can I go in the spa while my kids swim? Youth under the age of 12 must be attended by an adult in their reservation area. If your youth are 12 years old or older, you may use the spa while they swim. Youth must remain in the reserved area, they may not sit by the spa. Adults are responsible for assuring youth follow these policies.

Slide

Can we use the slide? No. The slide is closed. This includes to individuals in Zone 4 because of congestion they would create on deck.

Basketball Hoop

Can we use the basketball hoop? No. The basketball hoop is not available to avoid patrons chasing balls outside their zone.

Equipment

What equipment is available to use?

- Lifejackets: Lifejackets are available for use and are located along the bench railing. Patrons should wear a mask and maintain their distance from other patrons while fitting lifejackets.
- Kickboards: a limited number of boards are available in each zone for use either under the zone table or zone bench. We ask that patrons keep the boards in their zone and return them to where they found them after use.
- Toys: A limited number of toys are available for use in Zones 4 & 5.

Can we bring toys and equipment? Yes. Please be sure all items are clean and safe for pool use. Toys are also available for sale in our pro shop.

Classes

Can I take a group fitness class? Yes, group fitness classes are open to all users. Masks are required to be worn during class. Check out our class offerings here <http://www.ykfitness.org/group-fitness>

Are masks required during group fitness classes? Yes.

City of Bethel, Alaska

City Clerk's Office

Council Meetings

February 24, 2022 Board of Adjustment Closed Deliberative Session Continuation

February 22, 2022 Regular City Council Meeting

March 8, 2022 Regular City Council Meeting

- Organizing of the youth committee/commission membership program-Youth outreach.
- The City Clerk is working toward an International City Management Association Certificate Training Local Government 101 Fundamentals in Equity and Inclusion.
- Met with contractor on the council chambers audio/video issues.
- Nearly completed a Code amendment to remove the Board of Adjustment from the Bethel Municipal Code and have appeals of the Planning Commission go to an Administrative Hearing Officer.
- Working on a training program for our committee/commission chairs.
- Prepared resolution on mask recommendations.
- Researched and prepared proclamation on Brain Injury Awareness Month.
- City Clerk started a water and sewer system guide for the public.
- Assisted a family in burial preparations.
- Processes two passport applications.
- Met with Administration to go over union proposal.
- Continuing to set up the Committee/Commissions on CIVIC. Incredibly Time Consuming.
- Preparing Training Material for Records to transition all Committee/Commissions to CIVIC. Incredibly Time Consuming.
- Researching issuance of subpoenas by clerk's office.
- Records clean up-Audit of 2021 records and disposal of records that have met destruction date.
- Continue to work through areas of City Hall that are in need to organizing and cleaning.
- Marijuana License Application received for Good Vibes:

Date Notice Received by City Clerk's Office	02-11-2022
Date Notice is provided to Directors	02-14-2022
Deadline for Department Head Reports (14 days from Notice)	02-28-2022
Date Written Report Sent to City Council from City Manager (20 days from Date Notice received by the City Clerk's Office)	03-06-2022
Date of Council Review (30-40 calendar days from Date Notice received by City Clerk)	03-22-2022
Deadline for Protest (60 days from the date of notice to the City Clerk's Office)	04-12-2022

Community Action Grant Committee	4 Vacancies
Community Parks and Recreation Committee	4 Vacancies
Finance Committee	2 Vacancies
Port Commission	4 Vacancies
Public Safety and Transportation Commission	2 Vacancies
Planning Commission	0 Vacancy
Public Works Committee	4 Vacancies
Board of Ethics	1 Vacancy

Clerk's Office (C.O.) Committee & Commission Document Tracking, Regular Meetings 2022

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Pub. Safety and Transportation 1st Wed.												
Agenda signed (email to C.O.)	x	x										
Agenda and Packet (website)	x	x										
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Planning 2nd Thurs.												
Agenda signed (email to C.O.)	x	x										
Agenda and Packet (website)	x	x										
Draft Minutes (email to C.O.)	x											
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Port 3rd Mon.												
Agenda signed (email to C.O.)												
Agenda and Packet (website)	x											
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Community Action Grant Quarterly												
Agenda signed (email to C.O.)	March			June			Sept.			Nov.		
Agenda and Packet (website)												
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Community Parks and Recreation 2nd Mon.												
Agenda signed (email to C.O.)	x											
Agenda and Packet (website)	x	x										
Draft Minutes (email to C.O.)	x											
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Public Works 3rd Wed.												
Agenda signed (email to C.O.)												
Agenda and Packet (website)	x	x										
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Finance 4th Mon.												
Agenda signed (email to C.O.)	x											
Agenda and Packet (website)	x											
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												



CITY OF BETHEL

CITY MANAGER NEGOTIATED AGREEMENT

This Employment Agreement (Agreement) entered into this 1st day of May, 2021, by and between the City of Bethel, Alaska, a municipal corporation, hereinafter referred to as "City" and Peter A. Williams, an individual, hereinafter referred to as "Employee or City Manager." Under this Agreement, the City offers, and Employee accepts, employment as City Manager of the City.

Section 1 **Duties**

- A. City hereby agrees to employ Peter A. Williams as City Manager of the City, effective January 27, 2021, to perform the functions, powers and duties specified in AS 29.20.500 and Bethel Municipal Code, as well as other legally permissible and proper duties and functions as the Council shall from time-to-time assign.
- B. Employee is the Chief Administrative Officer of the City and shall faithfully perform the duties as prescribed in the job description and as set forth in the City's ordinances and as may lawfully be assigned by the City, and shall comply with all lawful governing body directives, state and federal law, City policies, and rules and ordinances as they exist or may hereafter be amended.
- C. Direct, assign, reassign, and evaluate all of the Department Directors of the City consistent with policies and procedures, ordinances, and state and federal law.
- D. Provide for management, development and training, and develop leadership qualities as necessary to ensure the highest standards of managerial practices throughout the organization.
- E. Enforce policies that organize, reorganize, and arrange the staff of the City and that develop and establish internal regulations and rules and procedures that are deemed necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, and state and federal law.
- F. Evaluate administrative practices that may result in greater operational effectiveness or economy in City government and develop and recommend to the City Council long range plans to improve City operations and prepare for the City's growth and development.
- G. Prepare and present a timely annual budget to the City Council and ensure audits are completed in accordance with City, state, and federal laws and standards.

Perform the duties of City Manager of the City of Bethel with reasonable care, diligence, skill and expertise. Attend all meetings of the City Council and upon request attend the City's Board and Commissions meetings.

The Employee shall act in the City's best interest at all times and perform Employee's duties in a competent and professional manner.

Section 2 Term

- A. Employee shall serve at the pleasure of the City Council and is an at-will employee of the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Employee at any time with or without cause, subject only to the provisions set forth in Section 7 of this Agreement. The City shall comply with the City's insurance policy endorsement regarding any termination.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the position of City Manager, subject only to those provisions set forth in Section 7 Agreement.

Section 3 Salary and Benefits

- A. Compensation. City agrees to compensate Employee an annual base salary of \$141,000 payable in installments at the same time that the other management employees of the City are paid. Employee's base salary shall be increased annually between zero (0) and three (3) percent dependent on the City's financial situation and at the discretion of the Council upon a very good performance evaluation.
- B. Health and Medical Benefits Insurance. Employee shall not be enrolled in or participate in the City employee's Life Insurance group coverage plan, Accidental Death & Dismemberment, Short Term, Long Term Disability, Dental, Vision or Health Insurance program equal to that which is provided to all other management employees.
- C. Pension. The city manager position will be exempt from participating in the Alaska Public Employees' Retirement System (PERS).
- D. Utility Benefit. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee paid by all other City management employees.
- E. Personal Time Off (PTO). Upon Employment, the Employee will begin with 80 hours of PTO with the City. PTO shall accrue at the rate of twenty (20) hours per month of service. PTO may be accrued to a maximum of three hundred fifty (350) hours. Employee shall use a minimum of Eighty (80) hours per year. PTO should be requested of the Council two (2) weeks in

advance. The City does not recognize or endorse "comp time." Unscheduled PTO shall be utilized only for the illness of the Employee or illness in the Employee's immediate family. Should the Employee be absent for more than three (3) consecutive working days, the Employee shall be required to provide a physician's certificate to the Mayor. PTO is a benefit with no cash value. PTO may not be cashed-in, borrowed against, or withdrawn at any time during or following employment.

- F. Jury Duty. In accordance with BMC 3.60.070, Court Leave, as amended.
- G. Holidays. All holidays recognized by the Employer shall be granted to the Employee. It is understood that from time to time, Employee's duties may require him to work on such holidays at no additional compensation.
- H. Family Medical Leave. Employee may become eligible for family medical leave pursuant to federal and state law. Upon eligibility, Employee shall have all the rights and protections of the Family Medical Leave Act as any other regular full-time employee of the City.
- I. Worker's Compensation. Should the Employee become injured on the job, he will be entitled to the compensation benefits if and as provided by Alaska's Worker's Compensation Act.
- J. Administrative Leave. The Employee may be granted administrative leave with pay by a majority vote of the Council for reasons specified, including attendance at professional conferences.
- K. Emergency Leave. The City agrees to grant Employee up to forty (40) hours of emergency leave for the death or serious illness of an immediate family member. For the purposes of this type of leave, Employee's immediate family member includes the spouse of Employee, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, or grandchild.
- L. Cell Phone and Laptop. The Employee will be provided a cell phone and laptop computer for use in the performance of his official duties. While some personal use may occur, the equipment is issued for City purposes and any information gathered or stored on the equipment is subject to public disclosure. The Employee is responsible for any charges in excess of the basic monthly service fee for the cell phone coverage.

Section 4 Hours and Days of Work

The Employee's position requires the exercise of independent judgment on the part of the Employee and requires periods of extended work to exceed the normal office hours, work day, and work week established by the Employer. Employee will be available during regular business hours. Employee is expected to work whatever hours are needed based upon the demands of the job. Employee is exempt from the overtime provisions of the Fair Labor and Standards Act,

as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Employee. Any time worked in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Section 5 Performance Evaluation

Employee shall be evaluated, in writing, by the Council within six (6) months of commencing employment, and then annually thereafter on or about the anniversary date of hire.

Section 6 Outside Employment

Outside employment and business pursuits are prohibited unless first authorized by Council. Any outside employment or business pursuits other than those authorized by Council must occur while Employee is on leave and must occur outside the regular business hours of the City. Notwithstanding the foregoing or any authorization by Council, the Employee is required to perform the duties of the Employee when the interests of the City require, without regard to regular work hours or days or the competing needs of the Employee's outside employment or business permits.

Before Employee may serve as a paid officer, director, or advisor for any company (whether or not for profit), the City must determine that Employee's accepting such a role is in the best interests of the City. Such determinations will be made by the City Council. Any issues Employee may be contemplating regarding outside employment should be resolved prior to Employee accepting such employment.

Section 7 Termination and Severance.

- A. **Termination for Cause:** In the event the Employee is terminated for cause, no severance pay will be provided. The Council shall include in a notification of termination of Employee, a statement of cause. Termination by the City of the Employee for cause shall include, but not limited to, termination based on any of the following grounds: (a) failure to perform the duties of the Employee's position in a satisfactory manner; (b) fraud, misappropriation, embezzlement, or similar acts of dishonesty; (c) conviction of a felony involving moral turpitude; (d) illegal use of drugs or excessive use of alcohol in the workplace; (e) intentional and willful misconduct that may subject the City to criminal or civil liability; (f) breach of the Employee's duty of loyalty, including the diversion or usurpation of corporate opportunities properly belonging to the City; (g) willful disregard of City policies and procedures; (h) breach of any of the material terms of this Agreement; and (j) insubordination or deliberate refusal to follow the instructions of the City Council.
- B. **Termination without Cause:** In the event the City Council wishes to terminate the Employee without cause during the Employee's employment, the City agrees to provide the Employee with one month of severance pay for each full year of service, with a maximum payout of three months of severance pay.

- C. Voluntary Resignation: In the event Employee voluntarily resigns his position, the Employee shall give the City thirty (30) days advance written notice. In the event of voluntary resignation, the Employee is not entitled to severance pay.

Section 8 Notices

Notices shall be either hand delivered or sent by mail to the following:

EMPLOYER – CITY OF BETHEL
Attn: Mayor
P.O. BOX 1388
Bethel AK 99559

EMPLOYEE -PETER A. WILLIAMS
P.O. BOX 3631
Bethel, AK 99559

Section 9 General Provisions

- A. The text herein shall constitute the entire Agreement between both parties.
- B. Any modification or amendment shall be enforceable only if approved by a majority vote of the Council in a duly convened public session and if transcribed in a written document signed by both parties.
- C. Employee shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of City.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. 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.
- F. 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 the sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

- G. The Council, in consultation with Employee, shall fix any other such terms and conditions of employment as it may deem necessary from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other applicable law.
- H. This Agreement shall be governed by the laws of the State of Alaska and the City of Bethel, and any litigation shall be brought in Bethel, Alaska. Employee expressly waives any rights she might otherwise have as provided in Alaska Rules of Civil Procedure to remove any action from Bethel, Alaska.

Section 11 Indemnification

In accordance with Bethel Municipal Code 2.48 as amended.

EMPLOYEE

Peter A Williams

Peter A. Williams, Employee

April 28, 2021
Date

CITY OF BETHEL

Michelle DeWitt

Michelle DeWitt, Mayor

4/28/2021
Date

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —FEBRUARY 22, 2022

City Manager: Peter Williams

Rating: 5 = Excellent; 1 = Needs improvement

<i>Enforcement of Laws and Implementation of Policy Directives</i>	5	4	3	2	1
Manage the City's administrative affairs according to state statutes and Bethel Municipal Code					
<i>Comments:</i>					
Analysis and development of policies and procedures					
<i>Comments:</i>					
Implement and monitor policies enacted by City Council					
<i>Comments:</i>					
Supervision of City administration and departments					
<i>Comments:</i>					
Problem solving and conflict resolution					
<i>Comments:</i>					
Management and valuation of cultural diversity					

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —FEBRUARY 22, 2022

<i>Comments:</i>					
Creativity, innovation and ability to change to meet needs					
<i>Comments:</i>					
Long range planning					
<i>Comments:</i>					
Development and management of real and personal property of the City					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

<i>Appointing Authority</i>	5	4	3	2	1
Serve as Personnel Officer (Director) of the City					
<i>Comments:</i>					
Manage Labor Relations/Employee Relations					
<i>Comments:</i>					

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —FEBRUARY 22, 2022

Monitor employee benefit program:					
<i>Comments:</i>					
Analyze human resources and technical needs and implement solutions					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

<i>Preparation, Submission and execution of annual budget and capital improvements</i>	5	4	3	2	1
Development and submission of recommended annual budget					
<i>Comments:</i>					
Development and submission of recommended capital improvement program budget					
<i>Comments:</i>					
Budget management, control and analysis					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —FEBRUARY 22, 2022

<i>Performance of other duties assigned by law or City Council</i>	5	4	3	2	1
Timeliness, quality and clarity of communications with city council					
<i>Comments:</i>					
Timeliness, quality and clarity of communications with the public and media					
<i>Comments:</i>					
Ethics, values, judgment and perceptiveness					
<i>Comments:</i>					
Communicates projects and project status with Council					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

<i>Ethics and Communication</i>	5	4	3	2	1
Defends principle and conviction in the face of partisan influence and pressure					
<i>Comments:</i>					
Maintains high standards of ethics, honesty and integrity in all matters					
<i>Comments:</i>					

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —FEBRUARY 22, 2022

Effectively communicates with staff, Council and the public					
<i>Comments:</i>					
Writes clearly and concisely					
<i>Comments:</i>					
Expresses ideas and opinions in a forthright, logical manner					
<i>Comments:</i>					
Remains poised and calm in difficult situations					
<i>Comments:</i>					
Represents the City to the public in a positive light					
<i>Comments:</i>					
<i>SUBTOTAL OF CATEGORY:</i>					

CITY OF BETHEL
CITY MANAGER ANNUAL EVALUATION —FEBRUARY 22, 2022

Total Score: _____

Excellent:	130	
Very Good:	104	
Good:	78	
Satisfactory:	52	
Needs Improvement:	26	

Additional City Council comments/recommendations:

City Manager Comments:

Reviewer's Signature

Date

City Manager's Signature

Date