

CITY OF BETHEL

City Council Meeting Agenda, May 9, 2023 – 6:30 PM

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

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

Council Members: Mayor Rose Henderson, Vice-Mayor Henry Batchelor, Mark Springer, Eric Whitney, Beth Hessler, Sophie Swope, Patrick Snow

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. *4-18-2023 Special City Council Meeting

6.2. *4-20-2023 Special City Council Meeting

6.3. *4-24-2023 Special City Council Meeting

6.4. *4-25-2023 Regular City Council Meeting

6.5. *4-27-2023 Special 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 23-07: Amending Bethel Municipal Code Chapter 4.16.350, Audits, To Clarify The Process For Sales Tax Audits (Finance Committee)

10. NEW BUSINESS

10.1. *Introduction Of Ordinance 23-08: Amending Bethel Municipal Code 6.04 Licensing And Impoundment Relating To Care, Restraint, Impoundment, And Destruction Of Animals (Public

Posted May 3, 2023 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

Safety And Transportation Commission)

- 10.2. *Introduction Of Ordinance 23-09: Amending Bethel Municipal Code 2.05.190, Employment Prohibited, Expanding Opportunity For City Employment Following City Council Member Service (Mayor Henderson)
- 10.3. *Introduction Of Ordinance 22-22(k): Amending The City Of Bethel Fiscal Year 2023 Operating Budget (City Manager Williams)
- 10.4. *Resolution 23-07: Support Update For City Of Bethel Application To Community Transportation Program To Fund Donut Hole Road Project (City Manager Williams)
- 10.5. *Resolution 23-08: Support Update For City Of Bethel Application To Transportation Alternatives Program To Fund ADA-Compliant City Sub-YK Trail Project (City Manager Williams)
- 10.6. *Resolution 23-09: Support Update For City Of Bethel Application To Transportation Alternatives Program To Fund ADA-Compliant Pinky's Park Boardwalk Conversion Project (City Manager Williams)
- 10.7. *AM 23-09: Direct Administration To Negotiate And Execute A Five-Year Contract With KNIK Construction Company, Inc. For The Purchase Of Crushed Gravel (City Manager Williams)
- 10.8. *AM 23-10: Direct Administration To Negotiate And Execute A Contract With Ahtna Infrastructure & Technologies, LLC To Construct A Snowmelt/Rain Detention Pond At The Cost Of \$590,973 (City Manager Williams)
- 10.9. *IM 23-08: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget For April 2023 – Utilities Maintenance – Water & Wastewater Activity Report (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

14. ADJOURNMENT

Posted May 3, 2023 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

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on April 18, 2023 at 6:00p.m., in the Council Chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Eric Whitney City Council Member Beth Hessler City Council Member Sophie Swope City Council Member Patrick Snow Vice-Mayor Henry Batchelor Mayor Rose Henderson
Members Absent:
City Council Member Mark Springer
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Motion to approve the agenda.

Moved by:	Eric Whitney
Seconded by:	Patrick Snow
In favor:	Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

6. NEW BUSINESS

Item 6.1. - Fiscal Year 2024 Operating Budget Review/Amendment

Motion to move into committee of the whole.

Moved by:	Patrick Snow
Seconded by:	Eric Whitney
In favor:	Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope

Opposed: | None
Results: | Motion Carries

*Council took a five minute break at 7:19 p.m.
Council moved back on the record at 8:25 p.m.*

Main Motion to Amend:
Utility Billing Personnel
51-80-1302 to strike \$15,189 and insert \$48,913.

Bethel Heights Water Treatment Facility
510-83-6160 to strike \$10,400 and insert \$104,000.

Hauled Sewer
510-85-6150 to strike 9,600 and insert 96,000.

Sewer Lagoon Personnel
510-57-6150 to strike \$3,800 and insert \$38,000.

Moved by: | Eric Whitney
Seconded by: | Beth Hessler
In favor: | Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow,
 | Sophie Swope
Opposed: | None
Results: | Motion Carries

7. ADJOURNMENT

Main Motion: Adjournment.

Moved by: | Sophie Swope
Seconded by: | Henry Batchelor
In favor: | Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow,
 | Sophie Swope
Opposed: | None
Results: | Motion Carries

Meeting ended at 8:29 p.m.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on April 20, 2023 at 6:00 p.m., in the Council Chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Sophie Swope City Council Member Patrick Snow Vice-Mayor Henry Batchelor Mayor Rose Henderson City Council Member Beth Hessler (arrived after roll call 6:03 p.m.) City Council Member Mark Springer (arrived after roll call 6:11 p.m.) City Council Member Eric Whitney (arrived after roll call 6:03 p.m.)
Members Absent:
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Motion to approve the agenda.

Moved by:	Patrick Snow
Seconded by:	Henry Batchelor
In favor:	Rose Henderson, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

6. NEW BUSINESS

Item 6.1. - Fiscal Year 2024 Operating Budget Review/Amendment

Motion to move into committee of the whole.

Moved by:	Patrick Snow
Seconded by:	Sophie Swope
In favor:	Rose Henderson, Henry Batchelor, Patrick Snow, Sophie Swope

Opposed: | None
Results: | Motion Carries

*Council Member Hessler and Council Member Whitney arrived at 6:03 p.m.
Council Member Springer arrived at 6:11 p.m.*

Amend the proposed budget:

Municipal Dock

520-50-43-4402 City Dock Storage to strike \$90,000 and insert \$50,000

520-50-43-4412 Petro Port Fuel Thru Put to strike \$500,000 to insert \$550,000

520-50-43-4420 Beach Dockage to strike \$35,000 and insert \$25,000

520-50-49-4590 Investment Income to strike \$2,000 and insert \$20,000

520-50-6153 Heating Fuel to strike \$5,000 and insert \$10,000

520-50-6155 Water/Sewer/Garbage to strike \$5,500 and insert \$10,000

520-50-6235 Tires and Wheel to insert \$5,000

520-50-6324 Planning/Engineering Fees to strike \$10,000 and insert \$50,000

Amend Small Boat Harbor Personnel Port Attendant to strike \$16,291 and insert amount equal to \$19 per hour.

Small Boat Harbor Revenue Petro Port Fuel 434409 to strike \$250,000 and insert \$275,000

520-55-6150 Gasoline/Diesel/Oil to strike \$8,000 and insert \$10,000.

Leased Properties

Faullkner strike \$5,400 and insert \$12,600

Alaska Marine Lines strike \$30,552

Amend Bethel Airport to strike \$7,603

Amend LKSD to strike \$40

Strike Group Home

Court Complex

530-55-6153 heating fuel to strike \$65,000 and insert \$80,000

Amend 2770 to strike \$190,000 and insert \$240,000.

Moved by: | Eric Whitney

Seconded by: | Sophie Swope

In favor: | Rose Henderson, Henry Batchelor, Patrick Snow, Sophie Swope, Eric Whitney,
Beth Hessler, Mark Springer

Opposed: | None

Results: | Motion Carries

7. ADJOURNMENT

Main Motion: Adjournment.

Moved by: Mark Springer
Seconded by: Henry Batchelor
In favor: Rose Henderson, Henry Batchelor, Patrick Snow, Sophie Swope, Eric Whitney, Beth
Hessler, Mark Springer
Opposed: None
Results: Motion Carries

Meeting ended at 8:27 p.m.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**

Comprising a quorum of the Council, the following members were present:
City Council Member Patrick Snow City Council Member Beth Hessler City Council Member Eric Whitney City Council Member Sophie Swope Vice-Mayor Henry Batchelor Mayor Rose Henderson City Council Member Mark Springer (arrived after roll call 6:08 p.m.)
Members Absent:
Also in attendance were the following:
City Clerk Lori Strickler

4. **PEOPLE TO BE HEARD – Five minutes per person**

Kathy Hanson, Stated concerns with the Council's need to recruit a city manager. Stated the importance of hiring someone local, with an understanding of our local government. Asked the council to reconsider their last city council action to prohibit a seated city council member from applying for City Manager.

5. **APPROVAL OF AGENDA**

Moved by:	Sophie Swope
Seconded by:	Patrick Snow
In favor:	Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

6. **NEW BUSINESS**

Item 6.1. - Review Of City Manager and Interim City Manager Applications, Discussion Of Qualifications, And Interview Questions (Mayor Henderson)
Council Member Springer arrived at 6:08 p.m.

Motion to invite candidate number one and candidate number four to the first round of interviews.

Moved by:	Mark Springer
Seconded by:	Beth Hessler
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Motion to direct Clerk Strickler to arrange interviews on Thursday.

Moved by:	Mark Springer
Seconded by:	Henry Batchelor
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Motion to invite all four of the interim city manager candidates for preliminary interviews, and direct the City Clerk to arrange interviews for a future city council meeting next week.

Moved by:	Mark Springer
Seconded by:	Henry Batchelor
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

7. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:27 p.m.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on April 25, 2023 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

Mayor Henderson called the meeting to order at 6:29 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Mark Springer City Council Member Eric Whitney City Council Member Patrick Snow City Council Member Sophie Swope Vice-Mayor Henry Batchelor Mayor Rose Henderson
Members Absent:
City Council Member Beth Hessler
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

Lorin Bradbury, Bethel Resident- Spoke in opposition to the Council's adoption of Resolution 23-06.

Aadika Singh, Anchorage Resident- Spoke in favor of Council's adoption of Resolution 23-06.

Item 4.1. - Written Public Comments

No written comments were submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval of the Consent and Regular Agenda.

Moved by:	Mark Springer
Seconded by:	Eric Whitney
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Remove from the Consent Agenda, 10.4 AM 23-08, Mayor Henderson
Remove from the Consent Agenda, 10.2, Resolution 23-06, Council Member Snow.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *4-6-2023 Special City Council Meeting

Passed on the consent agenda.

Item 6.2. - *4-11-2023 Regular City Council Meeting

Passed on the consent agenda.

Item 6.3. - *4-12-2023 Special 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, No one is available to provide a report.

Planning Commission, Council Member Swope - Reviewed and approved a conditional use permit for a church in Kasayuli.

Community Action Grant Committee, Vice-Mayor Batchelor- Reviewed the applications for the grant and presented a request for approval to the council.

Community Parks and Recreation Committee, Council Member Whitney- A meeting has not been held since the last city council meeting.

Finance Committee, Council Member Henderson- Unable to provide a report as she attended a Special Council Meeting which was held at the same time.

Public Works Committee, Council Member Springer- Will hold a meeting next month.

Public Safety and Transportation Commission, Council Member Snow- A meeting has not been held since the last city council meeting.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 22-22(j): Amending The City Of Bethel Fiscal Year 2023 Operating Budget (Mayor Henderson)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 22-22(j):

Moved by:	Mark Springer
Seconded by:	Henry Batchelor
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Motion to amend to strike \$30,000 and insert \$50,000.

Moved by:	Mark Springer
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 23-07: Amending Bethel Municipal Code Chapter 4.16.350, Audits, To Clarify The Process For Sales Tax Audits (Finance Committee)

Passed on the consent agenda.

Item 10.2. - *Resolution 23-06: Directing The City To Join As Amicus In Federal Litigation Supporting The Availability Of Mifepristone In The City Of Bethel And The Yukon-Kuskokwim Delta Region (Council Member Springer)

Motion to adopt Resolution 23-06.

Moved by:	Mark Springer
Seconded by:	Eric Whitney
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Henry Batchelor, Sophie Swope
Opposed:	Patrick Snow
Results:	Motion Carries

Motion to suspend the rules to hear from Aadika Singh.

Moved by:	Patrick Snow
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Seconded by:	Mark Springer
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Item 10.3. - AM 23-07: Authorize And Direct City Administration To Issue Two Checks In The Amount Of \$3,820 And \$6,028 To Year 5, Quarter 1 Community Action Grant Awardees Based On The Recommendation Of The Community Action Grant Committee (City Manager Williams)

Passed on the consent agenda.

Item 10.4. - *AM 23-08: Authorizing Administration To Enter Into A Contract With The City Of Bethel And The Friends Of Canine To Take Care Of Animals At The City Of Bethels Dog Pound (City Manager Williams)

Main Motion: Approve AM 23-08.

Moved by:	Eric Whitney
Seconded by:	Mark Springer
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Item 10.5. - *IM 23-07: Waiver Of Formal Bidding Procedures, Per BMC 4.20.150, For Public Works Department To Purchase An Upgrade To The Filtration System In Each Water Treatment Plant (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 Henderson- Glad the weather is warming up. Provided condolences to the

Sundown family on the recent passing of Robert Sundown.

Vice-Mayor Batchelor- No comment.

Council Member Springer- Provided condolences to the Sundown family about the recent passing of Robert Sundown.

Council Member Whitney- Condolences to the Sundown Family. His loss will leave a big hole in the community.

Council Member Swope- Provided condolences to the Sundown family. Also advised people not to drive over the ditch in front of the AC Parking lot.

Council Member Snow- Thanked the Council for their words on Robert Sundown's passing and shared the sentiment.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310 (C)(1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity And AS 44.62.6310 (C)(4): Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure- Potential Litigation- Duane Wright V. City Of Bethel (Mayor Henderson)

Main Motion: Move into Executive Session- In Accordance With AS 44.62.310 (C)(1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity And AS 44.62.6310 (C)(4): Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure- Potential Litigation- Duane Wright V. City Of Bethel.

Those in attendance are the City Council, City Manager, City Clerk, and representatives from Alaska Public Entity Insurance.

Moved by:	Mark Springer
Seconded by:	Patrick Snow
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Council moved into executive session at 7:45 p.m.

Council went back on the record at 8:59 p.m.

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Eric Whitney

In favor:	Mark Springer, Rose Henderson, Eric Whitney, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Meeting ended at 9:00 p.m.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on April 27, 2023 at 6:00p.m., in the Council Chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Patrick Snow City Council Member Beth Hessler (<i>telephonically</i>) City Council Member Eric Whitney Vice-Mayor Henry Batchelor Mayor Rose Henderson City Council Member Mark Springer (<i>arrived after rollcall 6:07 p.m.</i>) City Council Member Sophie Swope (<i>arrived after rollcall 6:04 p.m.</i>)
Members Absent:
Also in attendance were the following:
City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Approve the agenda.

Moved by:	Eric Whitney
Seconded by:	Henry Batchelor
In favor:	Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow
Opposed:	None
Results:	Motion Carries

6. NEW BUSINESS

Item 6.1. - City Manager Candidate Interview- Time Certain 6:15 p.m.- Patrick Marsh

Council Interviewed Patrick Marsh

Item 6.2. - City Manager Candidate Interview- Time Certain 6:50 P.M.- Candidate 1- Name Held Confidential Until Confirmed

Eric Osterberg was not present to be interviewed.

Item 6.3. - Fiscal Year 2024 Operating Budget Review/Amendment

7. EXECUTIVE SESSION

Item 7.1. - AS 44.62.310 (C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person- City Manager And Interim City Manager Review and Employment Agreement Development (Note, All City Manager and Interim City Manager Candidates May be Discussed During the Executive Session) (Mayor Henderson)

Motion to move into executive session.

Moved by:	Mark Springer
Seconded by:	Sophie Swope
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Moved out of Executive Session at 7:38 p.m.

8. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Beth Hessler
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:30 p.m.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL
PUBLIC SAFETY AND TRANSPORTATION COMMISSION
WEDNESDAY, MAY 03, 2023, 6:30 p.m.
LOCATION: Council Chambers-City Hall, 300 State Hwy



COMMISSION MEMBERS

Theresa Quiner *Chair*
Melanie Fredericks
Patrick Snow *Council Representative*
Farah Sears
Musa Saliu
DeShan Forey

STAFF

Police Chief: Leonard Hicks
Fire Chief: Daron Solesbee
Admin. Asst.: Brianna Evan
Email: bevan@cityofbethel.net
Phone: 907-543-3781

Join Zoom Meeting

<https://us06web.zoom.us/j/83851116428?pwd=V3FvQTVaOTIFM2FLOFc3UVZBVVRiZz09>

Meeting ID: 838 5111 6428

Passcode: 008907

Dial by Location

253 215 8782 US (Tacoma)
346 248 7799 US (Houston)
669 900 9128 US (San Jose)

301 715 8592 US (DC)
312 626 6799 US (Chicago)
646 558 8656 US (New York)

833 548 0276 US Toll-free
833 548 0282 US Toll-free

877 853 5257 US Toll-free
888 475 4499 US Toll-free

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MEETING MINUTES
April 05, 2023
- VI. SPECIAL ORDERS OF BUSINESS
- VII. UNFINISHED BUSINESS

People to be Heard Through Written Testimony

- Must be emailed to bevan@cityofbethel.net by 4:00 p.m. the day of the meeting.
- Specifically request that it be presented under People to be heard.
- Contain full, real name of the person sending the request. Public comment may be summarized if the length of the submission exceeds the five-minute time limit.

- A. Loading/unloading,
picking up/dropping off signs for local stores and businesses (Musa Saliu)
- B. 988 Suicide Awareness (Theresa Quiner)
- C. Implement of Ordinance Pertaining to Misuse of Emergency Services (Jonathan Smith BPD)
- VIII. NEW BUSINESS
 - A. Educating Younger Children on Law Enforcement (Theresa Quiner)
 - B. Discussion for BPD recruitment, retention, hiring, longevity bonuses, housing and travel (Chief Hicks)
 - C. 2023 MMIP March for Justice (Melanie Fredericks)
- IX. EX OFFICIO MEMBER REPORTS
- X. TRANSPORTATION INSPECTOR'S REPORT
- XI. COMMISSION MEMBER COMMENTS
- XII. ADJOURNMENT

Posted April 27, 2023, at Police Department, AC Co., Swanson's, and the Post Office, City Hall

Brianna Evan, Ex-Officio Staff

Brianna Evan

City of Bethel, Alaska

Public Safety & Transportation Commission

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on April 05, 2023 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:43 pm.

II. ROLL CALL

Present: Melanie Fredericks, Theresa Quiner, Farah Sears, Patrick Snow

Absent: Musa Saliu, DeShan Foret, Megan Newport, Brianna Evan, Leonard Hicks, Daron Solesbee

Ex-Officio Present: Lt. Poole, Alexandra Batchelor

III. PEOPLE TO BE HEARD

No one to be heard.

IV. APPROVAL OF AGENDA

MOVED:	Patrick Snow	Motion to approve the agenda.
SECONDED:	Farah Sears	
VOTE ON MAIN MOTION	All in favor.	

V. APPROVAL OF MINUTES

MOVED:	Patrick Snow	Motion to approve the minutes from the regular meeting of March 01, 2023
SECONDED:	Farah Sears	
VOTE ON MAIN MOTION	All in favor.	

VI. UNFINISHED BUSINESS

- A. Review and recommendation to Council: Ordinance 23-XX, Amending Bethel Municipal Code 6.04, Licensing and Impoundment Relating to Care, Restraint, Impoundment, and Destruction of Animals (Patrick Snow)

MOVED:	Patrick Snow	
SECONDED:	Farah Sears	
VOTE ON MAIN MOTION	All in favor.	

- B. Loading/unloading, picking up/dropping off signs for local stores and businesses (Musa Saliu)

MOVED:	Patrick Snow	Motion to postpone to the next meeting.
SECONDED:	Farah Sears	
VOTE ON MAIN MOTION	All in favor.	

- C. Recommendations to amend the City's Fees and Rates to Animal Control.

MOVED:	Theresa Quiner	Motion to recommends to the council that they consider changing the initial impound fee from \$25 (first day) to \$50, and the additional days to change from \$20 to \$25.
SECONDED:	Farah Sears	
VOTE ON MAIN MOTION	All in favor.	

VII. NEW BUSINESS

- A.** : Implement of Ordinance Pertaining to Misuse of Emergency Services (Jonathan Smith BPD)

MOVED:	Theresa Quiner	Motion to postpone to next meeting for Jonathan.
SECONDED:	Farah Sears	
VOTE ON MAIN MOTION	All in favor.	

VIII. CHIEF's COMMENTS

Police Chief Hicks – See Report in Commission Packet.

Fire Chief Solsebee – See Report in Commission Packet.

IX. TRANSPORTATION INSPECTOR'S REPORT

See Report in Commission Packet.

X. COUNCIL REPRESENTATIVE's COMMENTS

Patrick Snow- No Comments; we are getting on track. Good Job.

XI. COMMISSION MEMBER's COMMENTS

Theresa Quiner- Add the 988 Agenda – Suicide Awareness. Good conversation with Bethel Youth Center – Educating younger children on Law Enforcement, would like to add to Agenda.

Melanie Fredericks- Happy to be back in it. I was explaining my evening had been taken up by Basketball. One quick thing, it will be the Murder of Alaska and Indigenous Woman.

Farah Sears- Middle of 2nd Masters in Forensic Health Care, I am working with CID, and it's working well. April is Child Abuse Awareness Month. April 29th Children's Fair. – Possible locations Pinky's Park or ONC Building.

DeShan Foret-

Megan Newport-

Musa Saliu-

XII. ADJOURNMENT

MOVED:	Farah Sears	Motion to adjourn the meeting.
SECONDED:	Patrick Snow	
VOTE ON MAIN MOTION	All in favor.	

Meeting adjourned at 7:19 pm.

APPROVED THIS _____ DAY OF _____, 2023.

Brianna Evan, Recorder

Theresa Quiner, Chair

DRAFT



CITY OF BETHEL

FINANCE COMMITTEE

MONDAY, APRIL 24, 2023, 6:30 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

ZOOM MEETING LINK: [HTTPS://ZOOM.US/J/99674371849?pwd=NWTUNURHC1EVOE15DUVONFJ3NKP.UT09](https://zoom.us/j/99674371849?pwd=NWTUNURHC1EVOE15DUVONFJ3NKP.UT09)

ZOOM MEETING ID: 996 74371849 ZOOM PASSCODE: 507255

877 853 5257 US Toll-free 888 475 4499 US Toll-free

833 548 0276 US Toll-free 833 548 0282 US Toll-free

MEMBERS	STAFF
Carol Ann Willard, Chair	Xavier Mason, Ex Officio Member
Robert Rey, Vice Chair	Alexandra Batchelor, Ex Officio Member
John Hamilton	abatchelor@cityofbethel.net
Farah Sears	907-543-1381
Rose Henderson, Council Rep.	
Vacancies (4)	

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- A. Please submit written public comments to finance@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

- A. 04/24/2023

V. APPROVAL OF MEETING MINUTES

- A. 03/27/2023

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Discuss adding deadline dates for Transient Lodging B.M.C. 04.14.050 (Xavier Mason)
- B. Discuss FY24 Personnel Requests (Xavier Mason)

VIII. EX OFFICIO REPORT

- A. Finance Department Budget to Actuals
- B. March Report

IX. MEMBER COMMENTS

X. ADJOURNMENT



CITY OF BETHEL
COMMUNITY PARKS AND RECREATION COMMITTEE
MONDAY, MAY 8, 2023, 6:00 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN ZOOM MEETING: <https://us06web.zoom.us/j/83957123243?pwd=ZDgvdnVHbnJLQkFkOXN3VFpzVEpKQT09>

MEETING ID: 839 5712 3243

PASSCODE: 554431

PHONE NUMBERS: 888 475 4499 US TOLL-FREE 833 548 0276 US TOLL-FREE
833 548 0282 US TOLL-FREE 877 853 5257 US TOLL-FREE

MEMBERS

Brian Lefferts, Chair	Michelle DeWitt
Eric Whitney, Council Rep	Kathy Hanson
Beverly Hoffman	Brian Jackson
Jessica Pew	Sean Glasheen, Alternate 1
Vacant Seat, Alternate 2	

STAFF

Ex-Officos: Jason Spann, Facility Maintenance Foreman
Anna Larson, Administrative Assistant

Emails: pwadmin@cityofbethel.net Phone: 907-543-3110

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- A. Please submit written public comments to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

- A. April 10, 2023 Meeting Minutes

VI. UNFINISHED BUSINESS

- A. YKHC/KUC Boardwalk Development
- B. Phase II Of The YK Fitness Center
- Feasibility Study
 - Ideas To Improve Operation For The YK Fitness Center
 - Potential Revenue Streams/Budget Information For The YK Fitness Center
 - Recommendation To Allocate Funding To The YK Fitness Center's Dedicated Fund An Amount Equal To Utility Expenses For Fiscal Year
- C. Request for Proposal Released-YK Fitness Center Operations And Recreational Services
- D. Pinky's Park Use Of Space Consideration To Help Support Current Activities and Growth (Lefferts)
- E. Review And Prioritize Trail Routs for Trail Development (Lefferts)
- F. YK Fitness Center Operational Budget Change from Enterprise Fund to General Fund (Lefferts)
- G. YK Fitness Center Review Of Fiscal Year Operational Budget's Expenditures, Revenues, Transfers

Posted May 2, 2023 at City Hall, AC Co., Swanson's, and the Post Office.

Anna Larson, Ex-Officio Recorder

(Lefferts)

- H. Bethel 2045 Comprehensive Plan Draft Review-Community Parks and Recreation Specific Chapter 1, Chapter 4, Chapter 7
- I. Recommending the City Council Reduce Reliance on Contract Support to Operate the YK Fitness Center (Lefferts)
- J. Update From HealthFit On The Pay What You Can Program Role Out (Lefferts)
- K. Update On Employee Membership Program (Lefferts)
- L. Healthy & Equitable Communities Grant- City's Grant Award \$190,000 (City Manager Williams)
- M. Legislative Grant Award in the Amount of \$500,000 for the Design of YK Fitness Center Phase II (Lefferts)

VII. NEW BUSINESS

- A. Trails: City Sub-YK Trail and Pinky's Park Boardwalk Replacement (John Sargent)

VIII. EX OFFICIO REPORT

- A. Department Head Reports April 2023

IX. MEMBER COMMENTS

X. ADJOURNMENT

Introduced by: Finance Committee
Date: April 25, 2023
Public Hearing: May 9, 2023
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #23-07

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE CHAPTER 4.16.350, AUDITS, TO CLARIFY THE PROCESS FOR SALES TAX AUDITS

WHEREAS, sales tax constitutes a large portion of the city's revenue, and the collection of sales tax is a critical source of funding for city services;

WHEREAS, sellers who collect sales tax hold such tax in trust for the city, and are responsible for timely remitting it to the city;

WHEREAS, Bethel Municipal Code 4.16.350 allows the Finance Department to audit sellers to ensure they are timely remitting the appropriate amount of sales tax to the city;

WHEREAS, the Finance Department is increasingly using its audit authority and wishes to clarify sales tax audits so that the public better understands the process;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that

Section 1. Classification. This ordinance is permanent in nature and shall be placed in the Bethel Municipal Code.

Section 2. Amendment. The Bethel Municipal Code 4.16.350, Audits, is amended as follows. The old language is stricken, and new language is underlined.

4.16.350 Audits.

A. Any seller who has established a sales tax account with the city, who is required to collect and remit sales tax, or who is required to submit a sales tax return is subject to a discretionary sales tax audit at any time. The purpose of such an audit is to examine the business records of the seller in order to determine whether appropriate amounts of sales tax revenue have been collected by the seller and remitted to the city.

Introduced by: Finance Committee
Date: April 25, 2023
Public Hearing: May 9, 2023
Action:
Vote:

B. The city is not bound to accept a sales tax return as correct. The finance director may make an independent investigation of all retail sales or transactions conducted within the city.

C. The records that a seller is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the city for the purpose of auditing any return filed under this chapter, or to determine the seller's liability for sales tax where no return has been filed.

D. In addition to the information required on returns, the city may request, and the seller must furnish, any reasonable information deemed necessary for a correct computation of the tax.

E. The city may adjust a return for a seller if, after investigation or audit, the city determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the city adjusts the return within three (3) years of the original due date for the return.

F. For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the finance director may conduct investigations, hearings and audits and to that end may examine any relevant books, papers, statements, memoranda, records, accounts or other writings of any seller at any reasonable hour on the premises of the seller and may require the attendance of any officer or employee of the seller. Upon written demand Within 30 days of receipt of the notice of audit by the finance director, the seller shall present for examination, ~~in the office of~~ to the finance director, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the demand unless the finance director and the person upon whom the demand is made agree to presentation of such materials at a different place. Following a written request from a seller, the finance director may extend the deadline for items requested in the notice of audit.

Unless extended by the finance director, if within thirty (30) days of receiving a written request for information, the seller fails or refuses to furnish the requested information, the finance director shall may impose the penalties for violation in accordance with BMC

Introduced by: Finance Committee
Date: April 25, 2023
Public Hearing: May 9, 2023
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4.16.430 H. 04.16.430, in addition to those penalties set forth in subsection J of this section. If the seller ~~can prove~~ proves to the satisfaction of the finance director that the failure to respond was due to reasonable causes and not due to rather than willful neglect, the finance director may waive the penalties prescribed in BMC 4.16.430 H 4.16.430 and/or subsection (J) of this section.

G. The city manager may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any person refuses to obey any such subpoena, the city manager may refer the matter to the city attorney for an application to the superior court for an order requiring the person to comply therewith.

H. Any seller or person engaged in business who is unable or unwilling to submit their records within the city shall be required to pay the city for all necessary expenses incurred for the examination and inspection of their records maintained outside the city.

I. After the completion of a sales tax audit, the results of the audit will be sent to the business owner's address of record.

J. In the event the finance director, upon completion of an audit, discovers more than five hundred dollars (\$500) in additional sales taxes due from a seller resulting from a seller's failure to accurately report sales and taxes due thereupon, the seller shall bear responsibility for the full cost of the audit. The audit fee assessment will be in addition to interest and penalties applicable to amounts deemed to be delinquent by the finance director at the time of the conclusion of the audit.

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

ENACTED THIS ___ DAY OF _____ 2023, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Rose Henderson, Mayor

Introduced by: Finance Committee
Date: April 25, 2023
Public Hearing: May 9, 2023
Action:
Vote:

Lori Strickler, City Clerk

Introduced by: Public Safety and
Transportation Commission
Introduction Date: May 9, 2023
Public Hearing: May 23, 2023
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #23-08

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 6.04 LICENSING AND IMPOUNDMENT RELATING TO CARE, RESTRAINT, IMPOUNDMENT, AND DESTRUCTION OF ANIMALS

WHEREAS, loose aggressive dogs continue to be a problem in the city:

Year	Calls for Service	Bite Calls
2020	486	27
2021	568	29
2022	417	6

WHEREAS, under current law dogs that have bitten a person unprovoked shall be impounded for ten days then released to the owner/agent and after a second unprovoked bite shall be destroyed after the ten-day holding period;

WHEREAS, Alaska Statute 03.55.010 provides: "Any person may lawfully kill any vicious or mad dog running at large" Statue further defines a vicious dog to be "Any dog which when unprovoked has ever bitten or attacked a human being..."; and

WHEREAS, by taking action after the first bite, the council may be preventing repeated attacks.

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

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code 6.04.030 Animals at large shall be amended as follows. New language is underlined, and old language is stricken.

Chapter 6.04 LICENSING AND IMPOUNDMENT

Sections:

6.04.010 Definitions.

6.04.020 Care and restraint of dogs.

- 6.04.030 Animals at large.
- 6.04.040 Animal control shelter.
- 6.04.045 Vaccination against rabies.
- 6.04.050 Dog licensing.
- 6.04.060 Dog kennel.
- 6.04.070 Impoundment.
- 6.04.080 Emergency animal control.
- 6.04.085 Immediate destruction.
- 6.04.090 Penalties.
- 6.04.100 Dog park.
- 6.04.110 Volunteer animal control officer.

6.04.010 Definitions.

As used in this chapter:

A. "Animal" means all domestic or domesticated members of the animal kingdom, classes Mammalia and Aves.

B. "Animal at large" means any animal not under the immediate supervision of an owner or agent, or found unsupervised, leashed or unleashed, within the city limits on public streets, walkways, rights-of-way, public parks and playgrounds, or otherwise outside the property of an owner or agent.

B. "Animal control agent officer" ~~means a salaried city employee under the direction of the chief of police or their designee~~ who shall be responsible for the licensing of animals, rabies control of impounded animals, investigation of animal bites and complaints, maintaining the animal control program and the city animal impoundment center, and the destruction and disposal of ~~unwanted~~ animals. The animal control ~~agent~~ officer may participate in public education efforts concerning animal control and safety.

C. "Animal control shelter" means a city-maintained impoundment with pens for dogs and other animals.

D. "Cat" means any domestic member of the family Felidae, commonly referred to as a cat.

E. "Dog" means any member of the mammalia family Canidae commonly called dogs, but not fox, wolf or other game species the taking of which is regulated by the state. Any game species kept as a pet must have a valid state permit.

~~F. "Kennel" means a premises or property where four (4) or more dogs six (6) months of age or older are kept.~~

~~G. "Frequent or prolonged noise" means:~~

~~1. Repeated vocalizing by any animal(s), except an animal in a licensed kennel or a commercial facility for animals, in a sixty- (60-) minute period from the time the noise begins and that lasts for more than twenty (20) consecutive minutes between the hours of 7:00 a.m. and 10:00 p.m.;~~

~~2. Repeated vocalizing by any animal(s) for ten (10) consecutive minutes between the hours of 10:00 p.m. and 7:00 a.m.~~

F. "Frequent or prolonged noise" means:

1. Repeated vocalizing by any animal(s), except an animal in a licensed kennel or a commercial facility for animals, in a sixty- (60-) minute period from the time the noise begins and that lasts for more than twenty (20) consecutive minutes between the hours of 7:00 a.m. and 10:00 p.m.;

2. Repeated vocalizing by any animal(s) for ten (10) consecutive minutes between the hours of 10:00 p.m. and 7:00 a.m.

G. "Kennel" means a premises or property where four (4) or more dogs six (6) months of age or older are kept.

6.04.020 Care and restraint of dogs.

A. All dogs located outside the confines of their owners' or keepers' property shall be restrained at a safe distance from public streets, public walkways and public parks and playgrounds. All dogs shall be securely restrained by means of a chain, harness or leash, except in an established dog park (BMC 6.04.100) where said dog is accompanied by owner and under voice control. No dog may run at large within the city limits. No person having charge or control of said animal may permit the animal to run at large within the city.

B. All dogs shall be cared for in a safe and sanitary manner. Shelter shall be provided as needed. All owners or keepers shall provide for adequate care and feeding of the animals. Failure to provide for adequate caring and feeding of the animals will result in a citation being issued and owner or keeper subject to a fine and possible impoundment of the dog.

C. An owner shall prevent the dog from engaging in the following activities: barking, whining or howling in excessive, continuous or untimely fashion, to keep or permit the same to disturb a neighborhood or any number of persons by frequent or prolonged noise.

~~Upon receipt of a written statement identifying dates and time periods of frequent and prolonged noise signed by one or more persons residing at different physical addresses in the immediate vicinity of the noise by the animal control agent and/or chief of police and/or designee, the~~ The animal control agent officer ~~and/or chief of police and/or designee~~ shall investigate and ~~if warranted~~ may order the owner of the animal to immediately comply with this subsection following receipt of written statement containing the following:

1. Name, contact phone number, and physical address of the complainant.
2. Summary of the complaint to include the physical location, dates and times of the prolonged noise.

All orders issued under this subsection may contain:

1. The definition of "frequent or prolonged noise".
2. A copy of this chapter;
3. The nature and the times of the noise as identified in the written statement;
- ~~4. Potential methods of curtailing animal noise;~~
- ~~5~~4. The amount of time allowed to comply with the notice.

If the owner fails to comply with any order issued pursuant to this subsection, an animal control ~~officer agent and/or chief of police and/or designee~~ may issue the owner a citation for violation of this chapter, and remove the animal that was making the noise to the animal control shelter.

D. A person who fails to comply with this section for care and maintenance of dogs shall be subject to all penalties established under BMC 6.04.090.

6.04.030 Animals at large -impoundment and destruction

~~A. Any loose dogs or other animals not under the immediate supervision of the owner or their agent, or found unsupervised, leashed or unleashed, within the city limits on public streets, walkways, rights of way, public parks and playgrounds, or otherwise outside the property of the owner or agent~~ Animals at large may be captured by the animal control agent and/or chief of police and/or designee officer and be impounded.

B. An animal at large that is reported to be aggressively threatening or intimidating a person shall be captured by the animal control officer. If after the first impoundment the animal is again reported as aggressively threatening or intimidating a person, the animal shall be destroyed.

C. An animal at large that has bitten a person unprovoked shall be impounded in isolation for ten (10) days and destroyed by the animal control officer.

D. An animal at large that has bitten a person once but after investigation and due consideration has been determined by the animal control officer to have been provoked, shall be impounded for ten (10) days, and either released or be destroyed.

E. An animal at large that has bitten a person a second time, even if provoked shall be impounded for ten (10) days then destroyed.

6.04.040 Animal control shelter.

The city shall maintain an animal control shelter under the direction of the chief of police.

6.04.045 Vaccination against rabies.

All dogs and cats shall be vaccinated against rabies from age three (3) months on.

6.04.050 Dog licensing.

A city dog license shall be required for all dogs six (6) months of age or older. The license shall expire on December thirty-first (31st) of each year for the non-computer-chip

license. The implanted computer chip license shall be valid for the life of the dog. A valid rabies immunization certificate shall be required before the dog license will be issued. The fee for licensing shall be established and may be periodically adjusted by noncode ordinance.

6.04.060 Dog kennel.

A. All kennels within the city shall be licensed. Application for a kennel license shall be made to the animal control officer. The application for a kennel license shall contain the following information:

1. The name and address of the applicant;
2. The number and breed(s) of dogs to be kept at kennel;
3. Proof of a current rabies vaccination for each dog kept at the facility.

B. All dogs shall be maintained in a safe and sanitary manner. All kennel owners or keepers shall provide for the adequate care and feeding of the animals within the kennel. Failure to properly maintain a kennel or to provide adequate care or feeding of the animals within a kennel will result in a citation being issued and the owner or keeper subject to a fine and possible revocation of the kennel license.

C. A kennel license shall be issued for one (1) calendar year. All kennel licenses shall expire on December thirty-first (31st) of each year. An application for renewal of the kennel license shall be on a form provided by the animal control office. Kennel fees shall be four (4) times the costs of a single license fee.

D. A person who fails to comply with the provisions of this section for licensing and maintenance of kennels shall be subject to all penalties established under BMC 6.04.090.

6.04.070 Impoundment.

A. Any animal impounded within the city animal control shelter shall be held a minimum of ~~up to~~ four (4) days unless claimed by the owner, including Saturday, Sunday and holidays, during which the pound is open at least two (2) hours. If an animal is not

Introduced by: Public Safety and
Transportation Commission
Introduction Date: May 9, 2023
Public Hearing: May 23, 2023
Action:
Vote:

claimed by the fourth (4th) business day the animal may be placed up for adoption, or destroyed at the discretion of the animal control officer.

B. ~~Any impounded animal suspected of having rabies or that has unprovokingly bitten a person shall be impounded in isolation for a minimum of ten (10) days. An animal impounded for the second (2nd) time for biting a person unprovoked shall be destroyed after the ten (10) day holding period. A city agent shall contact the person who has been bitten on the first day of the animal's impoundment and the final day of its impoundment. The city agent shall inform the bitten victim of subsequent action that will be taken with the animal impounded.~~

C. Any animal that has bitten or attacked a human being shall be impounded in isolation for a minimum of ten (10) days. A city agent shall contact the person who has been bitten on the first day of the animal's impoundment and the final day of its impoundment. The city agent shall inform the bitten victim of subsequent action that will be taken with the animal impounded.

C. ~~Any animal not released after within the four (4) day impoundment holding period may be destroyed or disposed of at the discretion of the animal control officer.~~

D. The city council shall establish and may periodically adjust an impoundment fee schedule and a destruction fee by noncode ordinance.

E. No animal shall be released from the animal control shelter until all licensing, impoundment, vaccination and adoption fees are paid.

F. Any person adopting an animal from the animal control shelter shall pay any and all impoundment and vaccination fees in addition to an adoption fee as set by the city council.

6.04.080 Emergency animal control.

A. Whenever there exists a substantial problem of ~~unconfined and free-roaming dogs~~ animals at large and this problem shall be of such nature as to exceed the ability of the animal control officer to safely and adequately deal with ~~such loose dogs~~, the city council

may declare an emergency ~~dog~~ animal control program into effect. In determining whether an emergency program shall be declared, the city council shall consider:

1. The number of citizen complaints;
2. The nature of citizen complaints;
3. The existence of reported rabies cases or other contagious diseases carried by dogs;
4. The ability of the city ~~dog pound~~ animal control center to safely care for additional animals;
5. Other relevant factors.

B. If an emergency ~~dog~~ animal control program is declared, such emergency program shall be announced by posting notice in at least three (3) places within the city, by announcing such program at least once daily on local radio or television, and by noticing such program in a newspaper of local circulation at least once.

C. At the conclusion of seven (7) days after such announcement has first (1st) been noticed, the city council may order the destruction of ~~free-roaming dogs~~ animals at large by specified public safety personnel and/or the animal control officer. Such emergency control program shall be in effect for no more than thirty (30) days, and may be extended only by resolution of the council, after public hearing.

6.04.085 Immediate destruction.

A. If after diligent effort the animal control agent ~~and/or chief of police and/or designee~~ is unable to capture an ~~at-large animal~~ animal at large, whether licensed or unlicensed, and if said animal shows signs of aggression toward the animal control agent ~~and/or chief of police and/or designee~~, and/or citizen in the community, sufficient to place ~~said agent, chief of police, designee and/or citizen~~ any person in reasonable apprehension of bodily injury, the animal control officer ~~agent and/or chief of police and/or designee~~ may immediately destroy the animal. If such destroyed animal is found to be licensed, the owner shall be promptly notified.

B. Any person wishing to have their animal(s) destroyed by the animal control officer ~~agent and/or chief of police and/or designee~~ may do so upon payment of fees regulated

in the BMC ordinance of fees and charges, accompanied by a waiver to relinquish said animal to the city of Bethel and Bethel police department.

C. Upon delivery of ~~a dog~~ an animal to the ~~animal~~ animal control shelter when no additional facilities exist for the confining of more animals, the animal control ~~officer~~ agent ~~and/or chief of police and/or designee~~ may destroy summarily whichever ~~dog~~ animal has been confined at the animal control shelter for the longest period of time, for purposes of providing a place to confine the newly captured animals ~~dog~~. Said summary destruction shall occur notwithstanding the provisions of BMC 6.04.070(A) otherwise allowing four days for redemption.

D. Reasonable efforts to notify the owner(s) of a licensed animal will be made prior to destroying said animal.

6.04.090 Penalties.

A. A person who fails to comply with any portion of this chapter is guilty of an infraction and may be issued a citation. The penalty for these infractions is:

1. A fine of fifty dollars (\$50) for the first (1st) violation;
2. A fine of one hundred dollars (\$100) for the second (2nd) violation; or
3. A fine of two hundred dollars (\$200) for a third (3rd) or subsequent violation.

B. In accordance with AS 29.25.070(a), citations for these offenses may be disposed of as provided in AS 12.25.195 through 12.25.230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and 29.25.074. If a person charged with one (1) of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.

C. Each working day that an animal is kept in violation of a citation issued under this chapter shall constitute a separate violation.

D. The city may seek injunctive relief to enforce compliance with this chapter.

Introduced by: Public Safety and
Transportation Commission
Introduction Date: May 9, 2023
Public Hearing: May 23, 2023
Action:
Vote:

E. It is a violation of this chapter for any person or persons to open a vehicle being used to transport dogs or other animals to the ~~city dog pound~~ animal control center or the doors of the ~~city dog pound~~ animal control center with the intent of allowing impounded ~~dogs or other~~ animals to escape. Such person or persons upon conviction shall be guilty of an infraction and may be issued a citation. The penalty for a violation of this section is a fine of no more than five hundred dollars (\$500) and may be disposed of as per subsection B of this section.

6.04.100 Dog park.

- A. The city council may establish one (1) or more dog park(s).
- B. All dogs in the dog park must be attended and securely restrained by means of a chain, harness, leash, or shall be under voice control.
- C. Any dogs unattended, unrestrained, or not under voice control are subject to impoundment as specified under BMC 6.04.030 and the owner subject to penalties as specified under BMC 6.04.090.

6.04.110 Volunteer animal control officer.

- A. The police department may authorize volunteer animal control officers.
- B. Such volunteer animal control officers will be under direction of the chief of police and/or designee.
- C. Volunteer animal control officers are empowered to capture loose, aggressive, or nuisance animals, issue citations for violations under this chapter, work in the animal control shelter, and other duties normally associated with animal control.

SECTION 3. Effective Date. This ordinance shall become effective upon adoption by the City Council.

ENACTED THIS 23rd DAY OF MAY 2023, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Ordinance 23-08
Page 10 of 10

CITY OF BETHEL, ALASKA

ORDINANCE #23-09

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 2.05.190, EMPLOYMENT PROHIBITED, EXPANDING OPPORTUNITY FOR CITY EMPLOYMENT FOLLOWING CITY COUNCIL MEMBER SERVICE

WHEREAS, the community of Bethel is small, limiting our employee labor pool and the procurement of locally-sourced supplies and services;

WHEREAS, Bethel Municipal Code 2.05.190 helps prevent council members' self-dealing by prohibiting council members from being hired within twelve months immediately following their time in office;

WHEREAS, BMC 2.05.190 should be more narrowly tailored to meet the intent of the self-dealing prohibition while also maximizing the City's labor pool;

WHEREAS, the City, through its procurement scoring matrix, evaluates qualified proposals for certain contract services, comparing experience, qualifications, and costs for services;

WHEREAS, allowing former council members to participate in the formal bidding process will maximize the City's ability to prioritize local businesses, but may also allow the city to obtain the best service and price for the work, service, or supply;

WHEREAS, Alaska Statute 29.20.490. Appointment of Manager provides:

(a) The governing body shall appoint a manager by a majority vote of its membership. A manager is chosen on the basis of administrative qualifications and receives the compensation set by the governing body. A member of the governing body may not be appointed manager of the municipality sooner than one year after leaving office, except by a vote of three-fourths of the authorized membership of the governing body.

(b) Subject to the contract of employment, the manager holds office at the pleasure of the governing body.

WHEREAS, if a councilmember were hired as city manager within twelve months preceding the member's time in office, under AS 29.20.490, the City

Introduced by: Mayor Henderson
Date: May 9, 2023
Action: May 23, 2023
Vote:

Council must approve the hiring by a three-fourths vote of the authorized membership which, for the Bethel City Council with a seven-member body, is six;

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

Section 1. Classification. This ordinance is permanent in nature and shall be placed in the Bethel Municipal Code.

Section 2. Amendment. Bethel Municipal Code 2.50.190, Employment prohibited, is amended, old language is stricken, and new language is underlined.

2.05.190 Employment prohibited.

~~No member of the council may be employed by the city in any capacity within a twelve (12-) month period immediately unless the member is employed as a hired consultant or contractor and a waiver has been provided by the city council.~~

Council members shall not solicit and may not be considered for employment with the City within twelve (12) months from the end of service on city council, if the position was created, or the salary or benefits specifically for that position increased during the city council member's last twelve months (12) of their service on city council.

An appointment of a city manager must be in accordance with Title 29 of the Alaska Statutes.

An independent contractor engaged through competitive bidding is not a city employee for purposes of this section.

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

ENACTED THIS 23rd DAY OF MAY 2023 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager Peter A. Williams
Introduction Date: May 9, 2023
Public Hearing Date: May 23, 2023
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 22-22 (k)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2023 OPERATING 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 2023.

WHEREAS, the city hired Wolverine Supply, Inc. to make repairs to the YK Fitness Center during the two-week closure in April 2023;

WHEREAS, the \$1,107,939 in funding budgeted for the repairs at the YK Fitness Center are insufficient to cover the full cost of the project, which has increased in scope to include replacing tiles near the spa, troubleshooting the fuel pump system, and completion of air balancing system repairs;

WHEREAS, the cost has also increased because of State labor rate hikes;

WHEREAS, DOWL engineer Chase Nelson estimates that the additional cost to complete all the repairs is \$100,000 and this amount is requested in this budget modification;

FY 2023 Capital Improvement Plan - Carryovers				
Yukon Kuskokwim Regional Health and Aquatic Safety Training Center				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
400-50-6692	YK Fitness Ctr. Repairs	\$1,032,939	\$100,000	\$1,132,939
400-10100	YK Regional Health & Safety Center Fund Balance	(\$2,544,226)	\$(100,000) <i>Total Decrease</i>	(\$2,644,226)

WHEREAS, DOWL planners have been working with the city on the city's comprehensive plan update for almost one year;

WHEREAS, DOWL planners met with committee and commissions, the general public, the stakeholder group, and City officials to prepare the Bethel 2045 Comprehensive Plan draft;

City of Bethel, Alaska

Ordinance 22-22(k)
1 of 5

Introduced by: City Manager Peter A. Williams
 Introduction Date: May 9, 2023
 Public Hearing Date: May 23, 2023
 Action:
 Vote:

WHEREAS, a budget amendment is needed in the amount to \$25,000 to cover the cost of DOWL making a city council presentation, soliciting public comment on the draft, and preparing the final draft.

FY 2023 Capital Improvement Plan - Carryovers				
Planning Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-51-6335	Comprehensive Plan	\$30,000	\$25,000	\$55,000
10-10100	General Fund (Cash in Combined Fund)	\$7,972,043	\$(25,000)	\$7,947,043
			<i>Total Decrease</i>	

WHEREAS, the Public Works Department purchased equipment in the last year that negates the need for a scissors lift (\$18,138) and the John Deere 5 Series piece of equipment (\$100,000);

WHEREAS, the Public Works Department sees a strong need to purchase one jetter to open culverts in the springtime and keep them open throughout the summer;

WHEREAS, a jetter is more powerful than a steamer—it flushes mud, sticks, and debris out of culverts in one-fifth the time it takes a steamer;

WHEREAS, a jetter will save labor hours of the City Streets and Roads crew when it comes to the objective of opening up frozen culverts and unblocking those with debris;

FY 2023 Capital Improvement Plan - Carryovers				
Public Works Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-66-9705	Jetter for culverts	\$0	\$118,138	\$118,138
100-70-9698	Scissor Lift	\$18,138	\$(18,138)	\$0
			<i>Total Decrease</i>	
100-70-9699	John Deere 5 Series	\$100,000	\$(100,000)	\$0
			<i>Total Decrease</i>	

WHEREAS, DOWL has been working to complete Task Order #39, the utility rate study for over a year;

WHEREAS, planned presentations at the Public Works Committee on May 17, 2023, Finance Committee on May 22, 2023, and to Bethel City Council are outside the scope of work described in Task Order #39 and a budget amendment is needed;

WHEREAS, DOWL estimates the additional cost of the project to be \$13,000 and this amount is requested herein;

Introduced by: City Manager Peter A. Williams
Introduction Date: May 9, 2023
Public Hearing Date: May 23, 2023
Action:
Vote:

FY 2023 Budget Administration Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-51-6335	Utility Rate Study	\$30,000	\$25,000	\$55,000
10-10100	General Fund (Cash in Combined Fund)	\$7,947,043	\$(25,000) <i>Total Decrease</i>	\$7,922,043

WHEREAS, DOWL assumed higher level planning department responsibilities for the city in Task Order #52 soon after the departure of the Planning Director in September 2022;

WHEREAS, the foreseeable work ahead and the reason for the budget modification include the following tasks outside the current funding:

- Planning Commission meeting support
- Holmes Church conditional use permit
- John Hastie development parking issues
- Review plans by Alaska Buds to install security window
- Review of Alaska USA Federal Credit Union sign permit
- Bus Barn plat
- LKSD Traffic Plan Review

WHEREAS, DOWL estimates the cost of planning services needed to complete the fiscal year to be \$25,000;

FY 2023 Budget Planning Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-51-6320	Other Professional Fees for general planning services	\$20,000	\$25,000	\$45,000
10-10100	General Fund (Cash in Combined Fund)	\$7,922,043	\$(25,000) <i>Total Decrease</i>	\$7,897,043

WHEREAS, the Hauled Sewer Enterprise Fund is over budget because the cost of parts has been higher than expected;

WHEREAS, the Public Works Director believes that an additional \$15,000 is sufficient to get the Hauled Sewer Fund through the fiscal year;

Introduced by: City Manager Peter A. Williams
Introduction Date: May 9, 2023
Public Hearing Date: May 23, 2023
Action:
Vote:

FY 2023 Budget - Enterprise Fund Hauled Sewer				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
510-85-6231	Vehicle Parts & Tools	\$50,000	\$15,000	\$65,000
510-10100	Water & Sewer Services (Cash in Combined Fund)	\$5,518,194	\$(15,000) <i>Total Decrease</i>	\$5,503,194

WHEREAS, the Hauled Water Enterprise Fund is over budget because the cost of parts has been higher than expected;

WHEREAS, the Public Works Director believes that an additional \$30,000 is sufficient to get the Hauled Water Fund through the fiscal year;

FY 2023 Budget - Enterprise Fund Hauled Water				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
510-81-6231	Vehicle Parts & Tools	\$50,000	\$30,000	\$80,000
510-10100	Water & Sewer Services (Cash in Combined Fund)	\$5,503,194	\$(30,000) <i>Total Decrease</i>	\$5,473,194

WHEREAS, the City of Bethel has two water treatment plants, one with two wells, and one with one well, that draw water from an aquifer 430 feet underground;

WHEREAS, the last well capacity study was done over 20 years ago;

WHEREAS, the City, in consultation with DOWL, feel that it is time for another well capacity study, especially in light of the \$14 million Bethel Heights Water and Sewer Improvement Project about to start and the advent of newly approved subdivisions;

FY 2023 Budget - Enterprise Fund Bethel Heights Water Treatment Facility				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
510-83-6335	Other Purchased Services	\$5,000	\$25,000	\$30,000
510-10100	Water & Sewer Services (Cash in Combined Fund)	\$5,473,194	\$(25,000) <i>Total Decrease</i>	\$5,448,194

Introduced by: City Manager Peter A. Williams
Introduction Date: May 9, 2023
Public Hearing Date: May 23, 2023
Action:
Vote:

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

ENACTED THIS 28TH DAY OF FEBRUARY 2023 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

CITY OF BETHEL

Resolution # 23-07

SUPPORT UPDATE FOR CITY OF BETHEL APPLICATION TO COMMUNITY TRANSPORTATION PROGRAM TO FUND DONUT HOLE ROAD PROJECT

WHEREAS, with a population of 6,154, Bethel is the largest rural community in Alaska off the central Statewide road network and located 400 miles west of Anchorage in the Yukon-Kuskokwim Delta region;

WHEREAS, the community of Bethel has 36 miles of road, half of which are paved and mostly managed by the State of Alaska and half of which are gravel and managed by the City;

WHEREAS, the State of Alaska, Department of Transportation & Public Facilities (DOT&PF), Division of Program Development & Statewide Planning, is currently soliciting road project nominations through the Community Transportation Program for inclusion in the Statewide Transportation Improvement Plan (STIP);

WHEREAS, the CTP application requires Resolution #23-02 approved on February 14, 2023 to be updated for its road project and the city commitments contained therein;

WHEREAS, the City of Bethel is eligible to apply for funding for design and construction of the Donut Hole Road from the State under this opportunity and has support for this project from Philana Miles, Acting Central Regional Planner;

WHEREAS, the proposed Donut Hole Road is a gravel road that will begin at the Chief Eddie Hoffman Highway and extend north through many city easements in a nearly straight path to Ptarmigan Street;

WHEREAS, Easements and rights-of-ways will be sought, if funded, from Bethel Native Corporation and other land owners;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

WHEREAS, the north-south road will be bisected by an extension of Akiachak Avenue, which will provide a direct route from either direction to the YK Fitness Center and Yuut Elitnarviat-The People's Learning Center;

WHEREAS, completion of the Donut Hole Road will provide a convenient north-south local road to help move vehicles, bicycles, and pedestrians on the east side of town easier, quicker, and safer than the use of Akakeek Street or Ridgecrest Drive;

WHEREAS, this resolution is made public by issuance of the council meeting agenda and packet on the City's website, posting on the City's facebook page, paper notices on bulletin boards in Bethel, KYUK Radio Station advertisements, and the Civic Clerk subscription service for packet dissemination;

WHEREAS, Bethel community member involvement is encouraged during the council meeting via emails in advance of the meeting that will be read out loud by the City Clerk or speaking on zoom during the meeting or speaking in-person at City Hall;

WHEREAS, the new road will be designed and constructed to conform to the City's Complete Streets requirement in Bethel Municipal Code 12.05, which will certainly include safety features that mitigate crashes and provide room for bicycles and pedestrians and crossings for snowmachines and four-wheelers;

WHEREAS, the new road will improve accessibility and reduce transportation cost from the Tundra Ridge Subdivision, Ovivuq subdivision, and those living on Ptarmigan Street to City Center, the Post Office, and Yukon Kuskokwim Health Corporation facilities;

WHEREAS, the Donut Hole Road will open up City land and private land development along the road, increasing economic opportunities;

WHEREAS, the City uses CDL drivers/operators to maintain 18 miles of roadways, driveways, and parking lots by operating graders, dump trucks, bulldozers, rollers, sand spreaders, water sprayers, and water haul trucks to build roads, repair roads, remove snow and vehicles from easements, reduce ice impacts, improve drainage, and other crucial duties;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

- WHEREAS,** the City plans to demonstrate the use of a new emulsifier on one mile of gravel road in summer 2023 and if the use of this emulsifier proves successful, the city will incorporate it into the maintenance of the Donut Hole Road as an innovative binding agent for gravel and sand in Bethel;
- WHEREAS,** the new road is expected to be used by all Bethel residents, but those in close proximity include 117 households in Bethel Heights containing individuals in the low-income bracket managed by the Alaska Housing Finance Corporation;
- WHEREAS,** The Donut Hole Road passes by the Ciullkulek Subdivision, the subdivision being developed by the Orutsararmut Native Council, the Tribe in Bethel, as it begins from Chief Eddie Hoffman Highway and heads north to the connection to Akiachak;
- WHEREAS,** the State Department of Transportation and Public Facilities estimated the cost of the donut hole road to be \$12,487,500, which includes: right of way (\$500,000), design (\$2,397,500), and construction (\$9,590,000);
- WHEREAS,** the City's required minimum match for zero points is 9.03% of the total cost or \$1,127,621, but City Administration recommends a cash match pledge of \$1,252,497 (over 10.03%) in order to earn two points on the evaluation;
- WHEREAS,** if the Donut Hole Road project scores high enough to be funded, DOT&PF will offer the City a grant agreement that will require the City to agree to pay up to 50% more of the design and right of way costs (\$1,448,750), if needed to meet the bid price, and 15% more of the construction cost (\$1,438,500), if needed to meet the bid price;
- WHEREAS,** the City of Bethel has the right to decline the grant agreement when offered, but must pledge the cash match against the total (\$1,252,497) in this resolution to keep its grant application alive;
- WHEREAS,** the bid price for design and/or the bid price for construction could be higher or lower than the expected project cost;
- WHEREAS,** the Donut Hole Road project application passed the first two DOT&PF screens and will be evaluated and scored by the Project Evaluation Board at the end of May 2023;
- WHEREAS,** the City commits to operate and maintain the Donut Hole Road in perpetuity, once completed in 4 years and ready for use;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

NOW, THEREFORE, BE IT RESOLVED the City of Bethel supports the City's CTP application to request funding for design and construction of the Donut Hole Road in Bethel, Alaska at a DOT&PF estimated cost of \$12,487,500;

NOW, BE IT FURTHER RESOLVED that if the project is funded, the City commits to provide \$1,252,497 in cash match for the project and to operate and maintain the Donut Hole Road with all of the personnel, equipment, and materials it deems necessary so that the public may enjoy the use of the road for the foreseeable future;

ENACTED THIS 9th DAY OF MAY 2023 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

Scope, Schedule, Estimate (SSE) Confirmation

Project Name	Donut Hole Road Construction			
DATE	3-Apr-23	CATEGORY	Capacity Expansion	
NEED ID	TBD	REASON	☒ New Project	☐ Update SSE

PLANNING SSE

PROPOSED SCOPE

The City of Bethel proposes to design and construct a new collector gravel road (Donut Hole Road, approximately 5,820 feet) across the tundra and a new local road that will bisect the collector road (Akiachak Avenue Extension, approximately 803 feet). Donut Hole Road will run from the Chief Eddie Hoffman Highway from the Ciullkukek Subdivision and continue north to Ptarmigan Street just west of the Lulu Heron Congregate Home, operated by the Association of Village Council Presidents-Rural Housing Authority. The Akiachak Avenue Extension is proposed to continue west off of Akiachak Avenue until it bisects with Donut Hole Road. Work includes road construction across tundra, and installation of a box culvert to accommodate the road crossing over Ptarmigan Creek.

PLANNING ESTIMATE

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
<i>Design</i>											-
<i>Utilities</i>											-
<i>Right of Way</i>											-
<i>Construction</i>											-
TOTAL	-	-	-	-							-

CONFIRMED SSE

CONFIRMED SCOPE

The City of Bethel proposes to design and construct a new collector gravel road (Donut Hole Road, approximately 5,820 feet) across the tundra and a new local road that will bisect the collector road (Akiachak Avenue Extension, approximately 803 feet). Donut Hole Road will run from the Chief Eddie Hoffman Highway from the Ciullkukek Subdivision and continue north to Ptarmigan Street just west of the Lulu Heron Congregate Home, operated by the Association of Village Council Presidents-Rural Housing Authority. The Akiachak Avenue Extension is proposed to continue west off of Akiachak Avenue until it bisects with Donut Hole Road. Work includes road construction across tundra, and installation of a box culvert to accommodate the road crossing over Ptarmigan Creek.

ENGINEERS CONFIRMED

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
<i>Design</i>	800,000	900,000	697,500								2,397,500
<i>Utilities</i>											-
<i>Right of Way</i>			500,000								500,000
<i>Construction</i>				9,590,000							9,590,000
TOTAL	800,000	900,000	1,197,500	9,590,000							12,487,500

Scope, Schedule, Estimate (SSE) Confirmation

Project Name	Donut Hole Road Construction		
DATE	3-Apr-23	CATEGORY	Capacity Expansion
NEED ID	TBD	REASON	☒ New Project ☐ Update SSE

CONSIDERATIONS

SSE	Value	Comments
<i>Basis for Estimate</i>	System Averages	
<i>Field Review or Recon</i>	No	
<i>List Assumptions & Unknowns</i>	Road will consist of two 14' lanes, and two 5' shoulders. Structural section will consist of 6" aggregate D-1, 10" borrow type A, 7' non-frost susceptible borrow type C, and separation geotextile.	

ENVIRONMENTAL	Value	Comments
<i>Anticipated Environmental Doc</i>	CE	
<i>Environmental Doc Prep Time</i>	9 - 18 months	
<i>4(F) Involvement</i>	Yes	Potential Involvement, need to identify 4(f) resources in the area and consult with the State regarding trails. No cultural resources in the area.
<i>Permits Required</i>	Yes	Section 404 (wetland), Section 401 Water Quality Certification, Title 16 Fish Habitat, Floodplain Development Permit, and Construction General Permit. See Attachment A.
<i>List Assumptions & Unknowns</i>	Right-of-way would be partial acquisitions (no full takes) from Bethel Native Corporation and the City of Bethel. No cultural resources in AHRS within 500 feet. Wetland delineation would be needed. Consultation with ADF&G needed. Consultation with City of Bethel needed regarding trail use and floodplain. Anticipate informal consultation for Section 7 (endangered species). Project crosses flood zone AE.	

ROW	Value	Comments
<i>Confidence in ROW Estimate</i>	Moderate	
<i>List Assumptions & Unknowns</i>	Located on City of Bethel and Bethel Native Corporation (BNC) property. ROW agreements needed.	

UTILITY	Value	Comments
<i>Confidence in Utility Estimate</i>	Low	
<i>List Assumptions & Unknowns</i>	Utility conflict areas are unknown, if any. Utility survey and locates needed.	

OTHER	Value	Comments
<i>Impacts to Annual M&O</i>	Yes	Project will increase M&O as this will add two new roads.
<i>Bridge Work Included</i>	No	
<i>Geotech Considerations</i>	Yes. Geotechnical investigations may be needed.	
<i>List Assumptions & Unknowns</i>	Geotechnical investigation may be needed to determine structural requirements for the roadway.	

Scope, Schedule, Estimate (SSE) Confirmation

CERTIFICATION & APPROVAL

Please adjust comment boxes to fit all text before converting to PDF

Confirmed SSE Prepared By	
<i>Name</i>	<i>Date</i>
Confirmed SSE Pre-Construction Approval	
<i>Signature, Pre-Construction Engineer</i>	
Confirmed SSE Planner Approval	
<i>Name</i>	<i>Date</i>
<i>Signature, Planning Chief</i>	
<i>Name</i>	<i>Date</i>

Donut Hole Road Construction

SCOPE: The City of Bethel proposes to design and construct a new collector gravel road (Donut Hole Road, approximately 5,820 feet) across the tundra and a new local road that will bisect the collector road (Akiachak Avenue Extension, approximately 803 feet). Donut Hole Road will run from the Chief Eddie Hoffman Highway from the Ciullkukek Subdivision and continue north to Ptarmigan Street just west of the Lulu Heron Congregate Home, operated by the Association of Village Council Presidents-Rural Housing Authority. The Akiachak Avenue Extension is proposed to continue west off of Akiachak Avenue until it bisects with Donut Hole Road. Work includes road construction across tundra, and installation of a box culvert to accommodate the road crossing over Ptarmigan Creek.

SUMMARY				
Phase 2	Design	Start @ 25% of Ph4	\$2,397,500.00	800K to CE yr 1, 900K to CE yr 2, and 697.5K to ATA
		Geotech	\$360,000 15%	
		Environmental	\$240,000 10%	
		Survey	\$240,000 10%	
		ROW eng.	\$120,000 5%	
		Utility eng.	\$120,000 5%	
		Civil	\$1,319,000 55%	
Phase 3	ROW		\$500,000.00	
Phase 4	Construction	Rounded total	\$9,590,000.00	
Phase 7	Utilities		\$0	
Phase 2, 3, 4, and 7 total cost			\$12,487,500.00	

PHASE TIME SUMMARY (months)		
Phase 2	Design Start (PDA 0)	0
	Prelim Design (approx 25%)	6
	Env Document	12
	PIH Review	5
	PSE Review	4
	Anticipated Bid Advertisement	4
	TOTAL =	31
Phase 4	Anticipated Duration	24



SSE Estimate

State of Alaska - Department of Transportation and Public Facilities

Central Region

Project Name: Donut Hole Road Construction

Project Number: Unassigned

SCOPE:

The City of Bethel proposes to design and construct a new collector gravel road (Donut Hole Road, approximately 5,820 feet) across the tundra and a new local road that will bisect the collector road (Akiachak Avenue Extension, approximately 803 feet). Donut Hole Road will run from the Chief Eddie Hoffman Highway from the Ciullkukek Subdivision and continue north to Ptarmigan Street just west of the Lulu Heron Congregate Home, operated by the Association of Village Council Presidents-Rural Housing Authority. The Akiachak Avenue Extension is proposed to continue west off of Akiachak Avenue until it bisects with Donut Hole Road. Work includes road construction across tundra, and installation of a box culvert to accommodate the road crossing over Ptarmigan Creek.

ITEM No.	Pay Item	Pay Unit	Quantity	Unit Price	Amount
201.0007.0000	Clearing	LS	ALL REQ'D	\$ 20,000.00	\$ 20,000.00
203.0006.000A	Borrow, Type A	TON	15,100	\$ 30.00	\$ 453,013.00
203.0006.000C	Borrow, Type C	TON	126,844	\$ 15.00	\$ 1,902,656.00
301.0001.00D1	Aggregate Base Course, Grading D-1	TON	9,060	\$ 35.00	\$ 317,110.00
603.0001.0024	CSP 24 Inch	LF	148	\$ 250.00	\$ 37,000.00
603.0003.0024	End Section for CSP 24 Inch	EACH	4	\$ 650.00	\$ 2,600.00
603.2013.XXXX	Box Culvert, Precast Reinforced Concrete	LS	ALL REQ'D	\$ 250,000.00	\$ 250,000.00
618.0002.0000	Seeding	LB	79.5	\$ 120.00	\$ 9,538.00
618.0003.0000	Water for Seeding	MGAL	53.0	\$ 70.00	\$ 3,709.00
620.0001.0000	Topsoil	SY	5,887.1	\$ 8.00	\$ 47,097.00
630.0001.0003	Geotextile, Separation, Class 3	SY	27,963.8	\$ 2.50	\$ 69,909.00
639.2000.0000	Approach	EACH	2	\$ 1,000.00	\$ 2,000.00
640.0001.0000	Mobilization and Demobilization	LS	ALL REQ'D	\$ 1,500,000.00	\$ 1,500,000.00
640.0004.0000	Worker Meals and Lodging, or Per Diem	LS	ALL REQ'D	\$ 800,000.00	\$ 800,000.00
641.0001.0000	Erosion, Sediment and Pollution Control Administration	LS	ALL REQ'D	2% BB	\$ 61,000.00
641.0003.0000	Temporary Erosion, Sediment and Pollution Control	LS	ALL REQ'D	5% BB	\$ 153,000.00
641.0005.0000	Temporary Erosion, Sediment and Pollution Control by Directive	CS	ALL REQ'D	2% BB	\$ 61,000.00
641.0006.0000	Withholding	CS	ALL REQ'D	\$ -	\$ -
641.0007.0000	SWPPP Manager	LS	ALL REQ'D	\$ 30,000.00	\$ 30,000.00
642.0001.0000	Construction Surveying	LS	ALL REQ'D	5% BB	\$ 153,000.00
642.0003.0000	Three Person Survey Party	HR	24.0	\$ 350.00	\$ 8,400.00
643.0002.0000	Traffic Maintenance	LS	ALL REQ'D	\$ 50,000.00	\$ 50,000.00
643.0003.0000	Permanent Construction Signs	LS	ALL REQ'D	2% BB	\$ 61,000.00
643.0023.0000	Traffic Price Adjustment	CS	ALL REQ'D	\$ -	\$ -
643.0025.0000	Traffic Control	CS	ALL REQ'D	2% BB	\$ 61,000.00
643.0032.0000	Flagging	CS	ALL REQ'D	2% BB	\$ 61,000.00
644.0001.0000	Field Office	LS	ALL REQ'D	\$ 50,000.00	\$ 50,000.00
644.0002.0000	Field Laboratory	LS	ALL REQ'D	\$ 40,000.00	\$ 40,000.00
644.2004.0000	Engineering Communications	CS	ALL REQ'D	\$ 10,000.00	\$ 10,000.00
646.0001.0000	CPM Scheduling	LS	ALL REQ'D	\$ 5,000.00	\$ 5,000.00

Subtotal \$ 6,219,032.00

ASSUMPTIONS:

Assume typical unit prices for highway construction.

Assume no material sites developed within the project limits and all must be imported.

Contingency 15% \$ 932,855.00

CE @ 25% \$ 1,787,972.00

Subtotal \$ 8,939,859.00

ICAP @ 7.18% \$ 641,882.00

Phase 4 Total \$ 9,581,741.00

Rounded Phase 4 Total \$ 9,590,000.00

Attachment A - Additional Back Up Information

Typical and Structural Section:

- Typical section consists of two 14-foot lanes, and two 5-foot shoulders
- Structural section consists of 6-inch aggregate D-1, 10-inch borrow, type A, 7-foot non-frost susceptible borrow, type C, and separation geotextile.

Utilities:

- Location of utilities is unknown.
- Utility locates needed to determine full extent of utilities and potential conflicts.

Environmental:

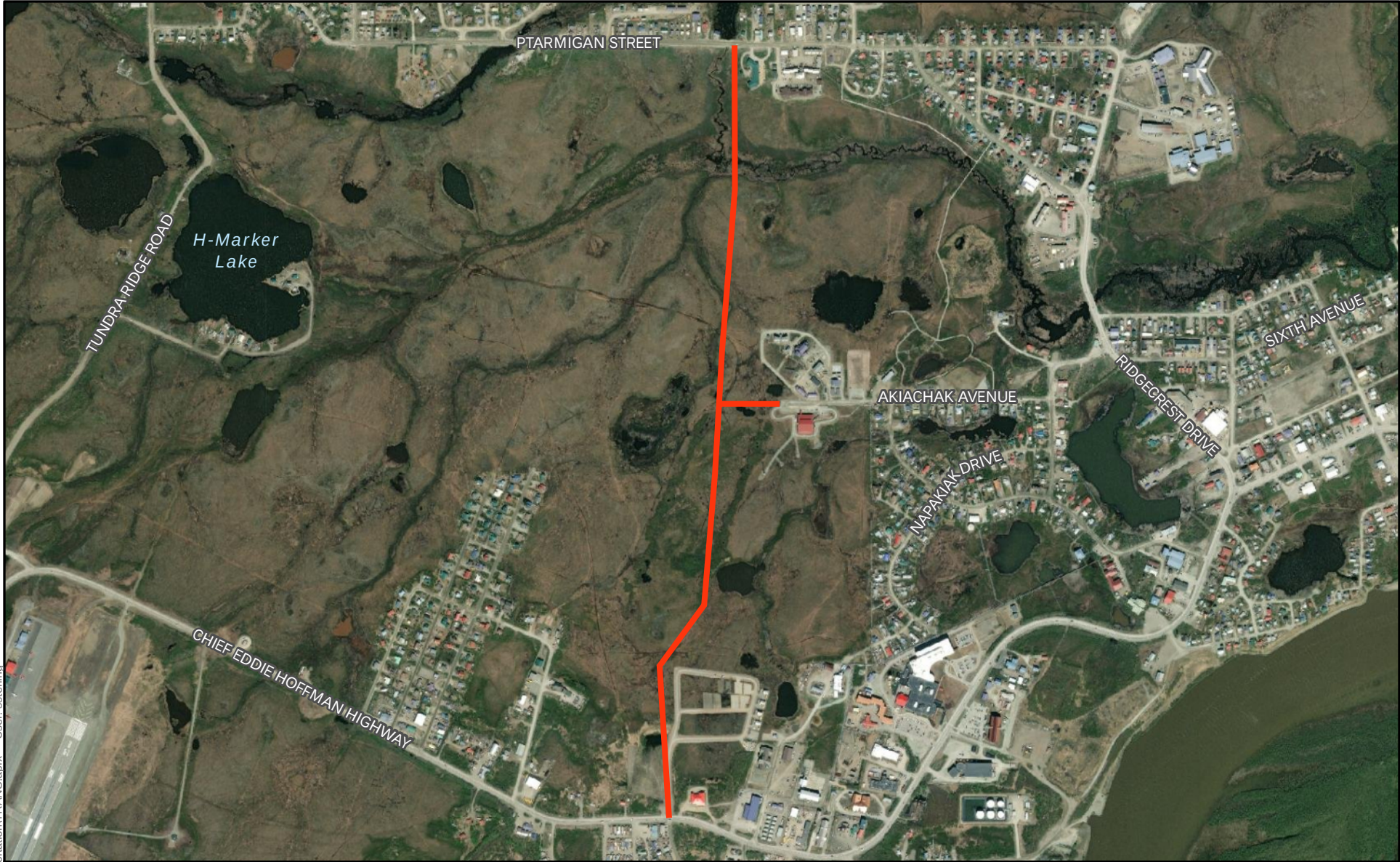
- There is potential 4(f) involvement. 4(f) resources in the area need to be identified and a consultation with the State regarding trails needs to be conducted. No cultural resources are in the area.
- Permits
 - The project disturbs greater than 1 acre of land. A Section 404 permit will likely be an individual permit. The Corps of Engineers review period is approximately 120 to 180 days.
- The project assumes right-of-way would need partial acquisitions (no full property acquisitions) from the Bethel Native Corporation and the City of Bethel.
- No cultural resources in AHRS within 500 feet of the project. Wetland delineation, consultation with ADF&G, and consultation with City of Bethel regarding trail use and floodplains would be needed. Informal consultation for Section 7 (endangered species) is anticipated. The project crosses flood zone AE.

Drainage:

- Estimate assumes cross culverts would be needed for drainage.

Figure / Map:

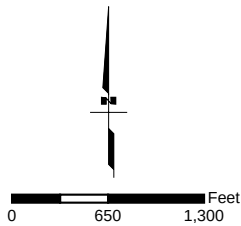
- New Road Construction depicts general area and does not represent actual alignment of road.



NEW ROAD CONSTRUCTION*

**Depicts general area and does not represent actual alignment of road*

IMAGERY DATE: MAY 26, 2022



DONUT HOLE ROAD CONSTRUCTION

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
4111 AVIATION AVENUE, ANCHORAGE, AK 99519

APRIL 4, 2023

FIGURE 1

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

CITY OF BETHEL

Resolution # 23-02

SUPPORT FOR CITY OF BETHEL APPLICATION TO COMMUNITY TRANSPORTATION PROGRAM TO FUND DONUT HOLE ROAD PROJECT

- WHEREAS,** with a population of 6,154, Bethel is the largest rural community in Alaska off the central Statewide road network and located 400 miles west of Anchorage in the Yukon-Kuskokwim Delta region;
- WHEREAS,** the community of Bethel has 36 miles of road, half of which are paved and mostly managed by the State of Alaska and half of which are gravel and managed by the City;
- WHEREAS,** the State of Alaska, Department of Transportation & Public Facilities (DOT&PF), Division of Program Development & Statewide Planning, is currently soliciting road project nominations through the Community Transportation Program for inclusion in the Statewide Transportation Improvement Plan (STIP);
- WHEREAS,** the CTP application requires this resolution for its road project and the city commitments contained therein;
- WHEREAS,** the City of Bethel is eligible to apply for funding for design and construction of the Donut Hole Road from the State under this opportunity and has support for this project from Philana Miles, Acting Central Regional Planner;
- WHEREAS,** the proposed Donut Hole Road is a gravel road that will begin at the Chief Eddie Hoffman Highway and extend north through many city easements in a nearly straight path to Ptarmigan Street;
- WHEREAS,** Easements and rights-of-ways will be sought, if funded, from Bethel Native Corporation and other land owners;
- WHEREAS,** the north-south road will be bisected by an extension of Akiachak Avenue, which will provide a direct route from either direction to the YK Fitness Center and Yuut Elitnarviat-The People's Learning Center;

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

- WHEREAS,** completion of the Donut Hole Road will provide a convenient north-south local road to help move vehicles, bicycles, and pedestrians on the east side of town easier, quicker, and safer than the use of Akakeek Street or Ridgecrest Drive;
- WHEREAS,** this resolution is made public by issuance of the council meeting agenda and packet on the City's website, posting on the City's facebook page, paper notices on bulletin boards in Bethel, KYUK Radio Station advertisements, and the Civic Clerk subscription service for packet dissemination;
- WHEREAS,** Bethel community member involvement is encouraged during the council meeting via emails in advance of the meeting that will be read out loud by the City Clerk or speaking on zoom during the meeting or speaking in-person at City Hall;
- WHEREAS,** the new road will be designed and constructed to conform to the City's Complete Streets requirement in Bethel Municipal Code 12.05, which will certainly include safety features that mitigate crashes and provide room for bicycles and pedestrians and crossings for snowmachines and four-wheelers;
- WHEREAS,** the new road will improve accessibility and reduce transportation cost from the Tundra Ridge Subdivision, Ouivuuq subdivision, and those living on Ptarmigan Street to City Center, the Post Office, and Yukon Kuskokwim Health Corporation facilities;
- WHEREAS,** the Donut Hole Road will open up City land and private land development along the road, increasing economic opportunities;
- WHEREAS,** the City uses CDL drivers/operators to maintain 18 miles of roadways, driveways, and parking lots by operating graders, dump trucks, bulldozers, rollers, sand spreaders, water sprayers, and water haul trucks to build roads, repair roads, remove snow and vehicles from easements, reduce ice impacts, improve drainage, and other crucial duties;
- WHEREAS,** the City plans to demonstrate the use of a new emulsifier on one mile of gravel road in summer 2023 and if the use of this emulsifier proves successful, the city will incorporate it into the maintenance of the Donut Hole Road as an innovative binding agent for gravel and sand in Bethel;

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

WHEREAS, the city estimates the cost to design and construct the donut hole road to be \$11,000,000 (\$1,000,000 for design and \$10,000,000 for construction), but a DOT&PF engineer cost estimate will be used to determine the City's match requirement;

WHEREAS, the new road is expected to be used by all Bethel residents, but those in close proximity include 117 households in Bethel Heights containing individuals in the low-income bracket managed by the Alaska Housing Finance Corporation;

WHEREAS, The Donut Hole Road passes by the Ciullkulek Subdivision, the subdivision being developed by the Orutsararmiut Native Council, the Tribe in Bethel, as it begins from Chief Eddie Hoffman Highway and heads north to the connection to Akiachak;

WHEREAS, the City's required match is 9.03% of the total cost (\$11,000,000) or \$993,300, and the City pledges to provide this amount for the project;

WHEREAS, the City commits to operate and maintain the Donut Hole Road in perpetuity, once completed in 3-4 years and ready for use;

NOW, THEREFORE, BE IT RESOLVED the City of Bethel supports the development and submittal of a CTP application to request funding for design and construction of the Donut Hole Road in Bethel, Alaska;

NOW, BE IT FURTHER RESOLVED that if the project is funded, the City commits to operate and maintain the Donut Hole Road with all of the personnel, equipment, and materials it deems necessary so that the public may enjoy the use of the road for the foreseeable future;

ENACTED THIS 14th DAY OF FEBRUARY 2023 BY A VOTE OF 7 IN FAVOR AND 0 OPPOSED.

ATTEST:


Lori Strickler, City Clerk

City of Bethel in Bethel, Alaska


Rose Henderson, Mayor

BETHEL, ALASKA

Resolution #23-02
3 of 3

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

CITY OF BETHEL

Resolution # 23-08

SUPPORT UPDATE FOR CITY OF BETHEL APPLICATION TO TRANSPORTATION ALTERNATIVES PROGRAM TO FUND ADA-COMPLIANT CITY SUB-YK TRAIL PROJECT

WHEREAS, with a population of 6,154, Bethel is the largest rural community in Alaska off the central Statewide road network and located 400 miles west of Anchorage in the Yukon-Kuskokwim Delta region;

WHEREAS, the State of Alaska, Department of Transportation & Public Facilities (DOT&PF), Division of Program Development & Statewide Planning, is currently soliciting trail project nominations through the Transportation Alternatives Program (TAP) for inclusion in the Statewide Transportation Improvement Plan (STIP);

WHEREAS, the TAP application requires Resolution #23-03 approved on February 14, 2023 to be updated for its trail project and the city commitments contained therein;

WHEREAS, the community of Bethel has numerous winter trails crisscrossing neighborhoods and commercial locations that are heavily used by snowmachines, four-wheelers, and less by cross-country skiers;

WHEREAS, there are very few summer trails conducive to walking, jogging, bicycling, or using a baby stroller in which community members can enjoy for recreation, as a healthy, family, fun activity, or as transportation from one place to another;

WHEREAS, use of a boardwalk trail between the Kuskokwim Campus of the University of Alaska-Fairbanks and YKHC was closed by the City during the summer of 2016 because it was rendered unsafe due to rotten, broken planks and swaying and tippy boardwalk conditions 30 feet above the ground;

WHEREAS, various community spokespeople have been advocating for the City to secure funds to construct a trail between City Subdivision and the YKHC campus to replace the old boardwalk trail;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

- WHEREAS,** the City of Bethel will apply for funding to construct the City-Sub-YK Trail, an ADA-compliant half-mile gravel trail from Akiak Drive in City Subdivision to the Yukon Kuskokwim Health Corporation campus parking lot;
- WHEREAS,** the City Sub-YK trail would be located almost entirely on City land, minimizing the need for easements and rights-of-way, thus speeding up trail development;
- WHEREAS,** the proposed trail would be 2,800 feet long and 8 feet wide with a 3:1 slope on the sides and contain boardwalk sections to go up and over water and sewer pipes;
- WHEREAS,** the general design for nearly the whole length of trail requires the placement of geotextile fabric over the ground/tundra, placement of fill (sand) on top of it, and then placement of crushed gravel and fines on top of the fill;
- WHEREAS,** the contractor that builds the trail might have to install pilings and boardwalk to cover a 150-foot section of trail that skirts the edge of a pond and goes over wetlands, but the elevation off the ground will be minimal so that a gradual slope can be accomplished to meet ADA requirements;
- WHEREAS,** use of the trail will reduce the number of people walking or rolling in wheelchairs on Chief Eddie Hoffman Highway between the hospital and City Subdivision area, thereby making it safer for pedestrians and motor vehicle operators along that stretch of highway;
- WHEREAS,** Philana Miles, Acting DOT&PF Central Regional Planner, supports the project;
- WHEREAS,** this resolution is made public by issuance of the council meeting agenda and packet on the City's website, posting on the City's facebook page, paper notices on bulletin boards in Bethel, KYUK Radio Station advertisements, and the Civic Clerk subscription service for packet dissemination;
- WHEREAS,** Bethel community member involvement is encouraged during the council meeting via emails in advance of the meeting that will be read out loud by the City Clerk or speaking on zoom during the meeting or speaking in-person at City Hall;
- WHEREAS,** the new trail will be designated as a pedestrian/bicycle trail only with signs posted to keep four-wheelers off the trail during summer time;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

- WHEREAS,** the City Sub-YK Trail is described in the City's new Comprehensive Plan being developed by DOWL and is listed as a high priority project;
- WHEREAS,** intrinsic qualities that pedestrians on the trail can enjoy include viewing a scenic tundra landscape and tundra pond often containing visiting wild fowl, berry-picking in late summer/fall, and bird-watching;
- WHEREAS,** the State Department of Transportation and Public Facilities estimated the cost to construct the City Sub-YK Trail to be \$4,920,000 (\$820,000 for design and \$4,100,000 for construction);
- WHEREAS,** the City's minimum required match for zero points is 9.03% or \$444,276;
- WHEREAS,** if the City Sub-YK Trail project scores high enough to be funded, DOT&PF will offer the City a grant agreement that will require the City to agree to pay up to 50% more of the design cost (\$410,000), if needed to meet the bid price, and 15% more of the construction cost (\$2,050,000), if needed to meet the bid price;
- WHEREAS,** the City of Bethel has the right to decline the grant agreement when offered, but must pledge cash match against the total (\$444,276) in this resolution to keep its grant application alive;
- WHEREAS,** the bid price for design and/or the bid price for construction could be higher or lower than the expected project cost;
- WHEREAS,** the City Sub-YK Trail project application passed the first two DOT&PF screens and will be evaluated and scored by the Project Evaluation Board at the end of May 2023;
- WHEREAS,** the City commits to operate and maintain the City Sub-YK Trail for the next twenty years, barring any unforeseen events that would preclude such maintenance and operation;
- NOW, THEREFORE, BE IT RESOLVED** the City of Bethel supports the development and submittal of a TAP application to request funding for design and construction of a gravel trail estimated to cost \$4,920,000 that starts on Akiak Street in City Subdivision and proceeds on City property to the YKHC parking lot;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

NOW, BE IT FURTHER RESOLVED that if the project is funded and approved by City Council, the City commits to provide \$444,276 in cash match for the project and to operate and maintain the City Sub-YK Trail with all of the personnel, equipment, and materials it deems necessary so that the public may enjoy the use of the trail for the foreseeable future;

ENACTED THIS 9th DAY OF MAY 2023 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

Scope, Schedule, Estimate (SSE) Confirmation

Project Name	Y-K Trail Construction			
DATE	3-Apr-23	CATEGORY	Capacity Expansion	
NEED ID	TBD	REASON	☒ New Project	☐ Update SSE

PLANNING SSE

PROPOSED SCOPE	Construct a new ADA-compliant gravel trail from the hospital parking lot to Akiak Street in City Subdivison (approximately 2,800 feet). The work will include placement of borrow material and base course on top of geotextile fabric over the tundra. It will also include some sections of boardwalk to cross over above grade utilities (one section near Akiak Street and the other near the hospital parking lot). In addition, a portion of the trail that crosses the edge of a pond that will require a boardwalk and pilings for stability.
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PLANNING ESTIMATE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
<i>Design</i>											-
<i>Utilities</i>											-
<i>Right of Way</i>											-
<i>Construction</i>											-
TOTAL	-	-	-	-	-						-

CONFIRMED SSE

CONFIRMED SCOPE	Construct a new ADA-compliant gravel trail from the hospital parking lot to Akiak Street in City Subdivison (approximately 2,800 feet). The work will include placement of borrow material and base course on top of geotextile fabric over the tundra. It will also include some sections of boardwalk to cross over above grade utilities (one section near Akiak Street and the other near the hospital parking lot). In addition, a portion of the trail that crosses the edge of a pond that will require a boardwalk and pilings for stability.
------------------------	---

ENGINEERS CONFIRMED	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
<i>Design</i>	287,000	315,500	217,500								820,000
<i>Utilities</i>											-
<i>Right of Way</i>											-
<i>Construction</i>				4,100,000							4,100,000
TOTAL	287,000	315,500	217,500	4,100,000							4,920,000

Scope, Schedule, Estimate (SSE) Confirmation

Project Name	Y-K Trail Construction		
DATE	3-Apr-23	CATEGORY	Capacity Expansion
NEED ID	TBD	REASON	☒ New Project ☐ Update SSE

CONSIDERATIONS

SSE	Value	Comments
<i>Basis for Estimate</i>	System Averages	
<i>Field Review or Recon</i>	No	
<i>List Assumptions & Unknowns</i>	Trail will be 10 feet wide. Trail structural section will consist of 6" aggregate D-1, 12" borrow Type A, and separation geotextile. Some sections of the trail will consist of a boardwalk.	

ENVIRONMENTAL	Value	Comments
<i>Anticipated Environmental Doc</i>	CE	
<i>Environmental Doc Prep Time</i>	9 - 18 months	
<i>4(F) Involvement</i>	Yes	Potential 4(f) involvement. Need to identify Section 4(f) resources and consult with the State regarding trails. No cultural resources in the area.
<i>Permits Required</i>	Yes	Section 404 (Wetland), Section 401 Water Quality Certification, and Construction General Permit. Greater than 1 acre of disturbance.
<i>List Assumptions & Unknowns</i>	Assumes right-of way would be partial acquisitions (no full property takes) from the City of Bethel and Federal agency. No cultural resources in AHRS within 500 feet. Wetland delineation needed. If impacts are less than 0.5 acres, project may qualify for a nationwide permit (Section 404), and wouldn't require a Section 401 certification. No anadromous streams in the area. May require consultation with the City of Bethel regarding trails. Anticipate informal consultation for Section 7 (endangered species).	

ROW	Value	Comments
<i>Confidence in ROW Estimate</i>	Moderate	
<i>List Assumptions & Unknowns</i>	Appears to be located on City of Bethel property. This needs to be verified.	

UTILITY	Value	Comments
<i>Confidence in Utility Estimate</i>	Moderate	
<i>List Assumptions & Unknowns</i>	Above grade pipelines (water and sewer) will need to be crossed using boardwalk as noted by the City of Bethel. Other overhead utilities are unknown. Utility survey needed.	

OTHER	Value	Comments
<i>Impacts to Annual M&O</i>	Yes	Project will increase M&O as this will add a new section of trail to the community.
<i>Bridge Work Included</i>	No	
<i>Geotech Considerations</i>	Yes. Geotechnical investigations may be needed.	
<i>List Assumptions & Unknowns</i>	Geotechnical investigation may be needed to determine structural requirements for the roadway.	

Scope, Schedule, Estimate (SSE) Confirmation

CERTIFICATION & APPROVAL

Please adjust comment boxes to fit all text before converting to PDF

Confirmed SSE Prepared By	
<i>Name</i>	<i>Date</i>
Confirmed SSE Pre-Construction Approval	
<i>Signature, Pre-Construction Engineer</i>	
Confirmed SSE Planner Approval	
<i>Name</i>	<i>Date</i>
<i>Signature, Planning Chief</i>	
<i>Name</i>	<i>Date</i>

Y-K Trail Construction

SCOPE: Construct a new ADA-compliant gravel trail from the hospital parking lot to Akiak Street in City Subdivision (approximately 2,800 feet). The work will include placement of borrow material and base course on top of geotextile fabric over the tundra. It will also include some sections of boardwalk to cross over above grade utilities (one section near Akiak Street and the other near the hospital parking lot). In addition, a portion of the trail that crosses the edge of a pond that will require a boardwalk and pilings for stability.

SUMMARY				
Phase 2	Design	Start @ 20% of Ph4	\$820,000.00	287k to CE Yr 1, 315.5K to CE Yr 2, and 217.5k to ATA
		Geotech	\$123,000 15%	
		Environmental	\$82,000 10%	
		Survey	\$82,000 10%	
		ROW eng.	\$41,000 5%	
		Utility eng.	\$41,000 5%	
		Civil	\$451,000 55%	
Phase 3	ROW		\$0.00	
Phase 4	Construction	Rounded total	\$4,100,000.00	
Phase 7	Utilities		\$0	
Phase 2, 3, 4, and 7 total cost			\$4,920,000.00	

PHASE TIME SUMMARY (months)		
Phase 2	Design Start (PDA 0)	0
	Prelim Design (approx 25%)	6
	Env Document	12
	PIH Review	4
	PSE Review	3
	Anticipated Bid Advertisement	2
	TOTAL =	27
Phase 4	Anticipated Duration	12



SSE Estimate

State of Alaska - Department of Transportation and Public Facilities

Central Region

Project Name: Y-K Trail Construction

Project Number: Unassigned

SCOPE:

Construct a new ADA-compliant gravel trail from the hospital parking lot to Akiak Street in City Subdivision (approximately 2,800 feet). The work will include placement of borrow material and base course on top of geotextile fabric over the tundra. It will also include some sections of boardwalk to cross over above grade utilities (one section near Akiak Street and the other near the hospital parking lot). In addition, a portion of the trail that crosses the edge of a pond that will require a boardwalk and pilings for stability.

ITEM No.	Pay Item	Pay Unit	Quantity	Unit Price	Amount
201.0007.0000	Clearing	LS	ALL REQ'D	\$ 20,000.00	\$ 20,000.00
203.0006.000A	Borrow, Type A	TON	1,809	\$ 40.00	\$ 72,345.60
301.0001.00D1	Aggregate Base Course, Grading D-1	TON	904	\$ 50.00	\$ 45,216.00
506.2001.0000	Boardwalk	LF	288	\$ 2,000.00	\$ 576,000.00
603.0001.0012	CSP 12 Inch	LF	32	\$ 150.00	\$ 4,800.00
603.0003.0012	End Section for CSP 12 Inch	EACH	4	\$ 500.00	\$ 2,000.00
618.0002.0000	Seeding	LB	7.5	\$ 150.00	\$ 1,131.00
618.0003.0000	Water for Seeding	MGAL	5.0	\$ 100.00	\$ 503.00
620.0001.0000	Topsoil	SY	558.2	\$ 10.00	\$ 5,583.00
630.0001.0003	Geotextile, Separation, Class 3	SY	2,791.1	\$ 5.00	\$ 13,956.00
640.0001.0000	Mobilization and Demobilization	LS	ALL REQ'D	\$ 1,000,000.00	\$ 1,000,000.00
640.0004.0000	Worker Meals and Lodging, or Per Diem	LS	ALL REQ'D	\$ 500,000.00	\$ 500,000.00
641.0001.0000	Erosion, Sediment and Pollution Control Administration	LS	ALL REQ'D	2% BB	\$ 15,000.00
641.0003.0000	Temporary Erosion, Sediment and Pollution Control	LS	ALL REQ'D	10% BB	\$ 73,000.00
641.0005.0000	Temporary Erosion, Sediment and Pollution Control by Directive	CS	ALL REQ'D	5% BB	\$ 37,000.00
641.0006.0000	Withholding	CS	ALL REQ'D	\$ -	\$ -
641.0007.0000	SWPPP Manager	LS	ALL REQ'D	\$ 30,000.00	\$ 30,000.00
642.0001.0000	Construction Surveying	LS	ALL REQ'D	7% BB	\$ 51,000.00
642.0003.0000	Three Person Survey Party	HR	24.0	\$ 350.00	\$ 8,400.00
643.0002.0000	Traffic Maintenance	LS	ALL REQ'D	\$ 50,000.00	\$ 50,000.00
643.0003.0000	Permanent Construction Signs	LS	ALL REQ'D	2% BB	\$ 15,000.00
643.0023.0000	Traffic Price Adjustment	CS	ALL REQ'D	\$ -	\$ -
643.0025.0000	Traffic Control	CS	ALL REQ'D	2% BB	\$ 15,000.00
643.0032.0000	Flagging	CS	ALL REQ'D	2% BB	\$ 15,000.00
644.0001.0000	Field Office	LS	ALL REQ'D	\$ 50,000.00	\$ 50,000.00
644.0002.0000	Field Laboratory	LS	ALL REQ'D	\$ 40,000.00	\$ 40,000.00
644.2004.0000	Engineering Communications	CS	ALL REQ'D	\$ 10,000.00	\$ 10,000.00
646.0001.0000	CPM Scheduling	LS	ALL REQ'D	\$ 5,000.00	\$ 5,000.00

Subtotal \$ 2,655,935.00

ASSUMPTIONS:

Assume typical unit prices for highway construction.

Assume no material sites developed within the project limits and all must be imported.

Contingency 15% \$ 398,390.00

CE @ 25% \$ 763,581.00

Subtotal \$ 3,817,906.00

ICAP @ 7.18% \$ 274,126.00

Phase 4 Total \$ 4,092,032.00

Rounded Phase 4 Total \$ 4,100,000.00

Attachment A - Additional Back Up Information

Typical and Structural Section:

- Typical section consists of 10-foot trail.
- Structural section consists of 6-inch aggregate D-1, 12-inch borrow, type A, and separation geotextile. Some section of the trail will require boardwalk.

Utilities:

- Above grade pipelines (water and sewer) will need to be crossed using boardwalk as noted by the City of Bethel. Other overhead utilities are unknown.
- Utility survey needed.

Environmental:

- There is potential 4(f) involvement. 4(f) resources in the area need to be identified and a consultation with the State regarding trails needs to be conducted. No cultural resources are in the area.
- Permits
 - The project disturbs greater than 1 acre of land.
 - Section 404 (Wetland), Section 401 Water Quality Certification, and Construction General Permit.
- The project assumes right-of-way would need partial acquisitions (no full property takes) from the City of Bethel and Federal agency.
- No cultural resources in AHRS within 500 feet of the project. Wetland delineation will be needed. If impacts are less than 0.5 acres, the project may qualify for a nationwide permit (Section 404) and wouldn't require a Section 401 certification. No anadromous streams are in the area. May also require consultation with the City of Bethel regarding trails. Informal consultation for Section 7 (endangered species) is anticipated.

Drainage:

- Estimate assumes cross culverts would be needed for drainage.

Figure / Map:

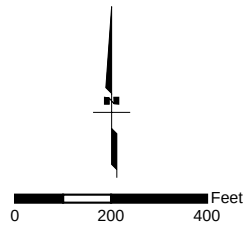
- New Trail Construction depicts general area and does not represent actual alignment of trail.



NEW TRAIL CONSTRUCTION*

**Depicts general area and does not represent actual alignment of trail*

IMAGERY DATE: MAY 26, 2022



Y-K TRAIL CONSTRUCTION

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
4111 AVIATION AVENUE, ANCHORAGE, AK 99519

APRIL 4, 2023

FIGURE 1

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

CITY OF BETHEL

Resolution # 23-03

SUPPORT FOR CITY OF BETHEL APPLICATION TO TRANSPORTATION ALTERNATIVES PROGRAM TO FUND ADA-COMPLIANT CITY SUB-YK TRAIL PROJECT

WHEREAS, with a population of 6,154, Bethel is the largest rural community in Alaska off the central Statewide road network and located 400 miles west of Anchorage in the Yukon-Kuskokwim Delta region;

WHEREAS, the State of Alaska, Department of Transportation & Public Facilities (DOT&PF), Division of Program Development & Statewide Planning, is currently soliciting trail project nominations through the Transportation Alternatives Program (TAP) for inclusion in the Statewide Transportation Improvement Plan (STIP);

WHEREAS, the TAP application requires this resolution for its trail project and the city commitments contained therein;

WHEREAS, the community of Bethel has numerous winter trails crisscrossing neighborhoods and commercial locations that are heavily used by snowmachines, four-wheelers, and less by cross-country skiers;

WHEREAS, there are very few summer trails conducive to walking, jogging, bicycling, or using a baby stroller in which community members can enjoy for recreation, as a healthy, family, fun activity, or as transportation from one place to another;

WHEREAS, use of a boardwalk trail between the Kuskokwim Campus of the University of Alaska-Fairbanks and YKHC was closed by the City during the summer of 2016 because it was rendered unsafe due to rotten, broken planks and swaying and tippy boardwalk conditions 30 feet above the ground;

WHEREAS, various community spokespeople have been advocating for the City to secure funds to construct a trail between City Subdivision and the YKHC campus to replace the old boardwalk trail;

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

- WHEREAS,** the City of Bethel will apply for funding to construct the City-Sub-YK Trail, an ADA-compliant half-mile gravel trail from Akiak Drive in City Subdivision to the Yukon Kuskokwim Health Corporation campus parking lot;
- WHEREAS,** the City Sub-YK trail would be located almost entirely on City land, minimizing the need for easements and rights-of-way, thus speeding up trail development;
- WHEREAS,** the proposed trail would be 2,800 feet long and 8 feet wide with a 3:1 slope on the sides and contain boardwalk sections to go up and over water and sewer pipes;
- WHEREAS,** the general design for nearly the whole length of trail requires the placement of geotextile fabric over the ground/tundra, placement of fill (sand) on top of it, and then placement of crushed gravel and fines on top of the fill;
- WHEREAS,** the contractor that builds the trail might have to install pilings and boardwalk to cover a 150-foot section of trail that skirts the edge of a pond and goes over wetlands, but the elevation off the ground will be minimal so that a gradual slope can be accomplished to meet ADA requirements;
- WHEREAS,** use of the trail will reduce the number of people walking or rolling in wheelchairs on Chief Eddie Hoffman Highway between the hospital and City Subdivision area, thereby making it safer for pedestrians and motor vehicle operators along that stretch of highway;
- WHEREAS,** Philana Miles, Acting DOT&PF Central Regional Planner, supports the project;
- WHEREAS,** this resolution is made public by issuance of the council meeting agenda and packet on the City's website, posting on the City's facebook page, paper notices on bulletin boards in Bethel, KYUK Radio Station advertisements, and the Civic Clerk subscription service for packet dissemination;
- WHEREAS,** Bethel community member involvement is encouraged during the council meeting via emails in advance of the meeting that will be read out loud by the City Clerk or speaking on zoom during the meeting or speaking in-person at City Hall;
- WHEREAS,** the new trail will be designated as a pedestrian/bicycle trail only with signs posted to keep four-wheelers off the trail during summer time;

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

WHEREAS, the city estimates the cost to construct the City Sub-YK Trail to be \$455,000 (\$5,000 for design and \$450,000 for construction), but a DOT&PF engineer cost estimate will be used to determine the City's match requirement;

WHEREAS, the City Sub-YK Trail is described in the City's new Comprehensive Plan being developed by DOWL and is listed as a high priority project;

WHEREAS, intrinsic qualities that pedestrians on the trail can enjoy include viewing a scenic tundra landscape and tundra pond often containing visiting wild fowl, berry-picking in late summer/fall, and bird-watching;

WHEREAS, the City's required match is 9.03% or \$41,087, but in order to obtain 4 points on the Match Contribution section of the score sheet, the city chose to provide a match of \$86,587;

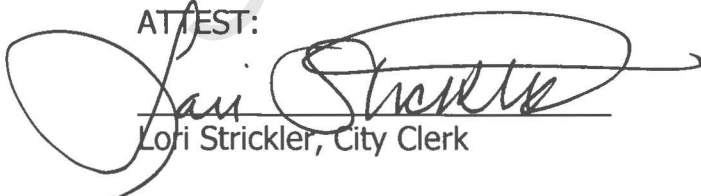
WHEREAS, the City commits to operate and maintain the City Sub-YK Trail for the next twenty years, barring any unforeseen events that would preclude such maintenance and operation;

NOW, THEREFORE, BE IT RESOLVED the City of Bethel supports the development and submittal of a TAP application to request funding for design and construction of a gravel trail that starts on Akiak Street in City Subdivision and proceeds on City property to the YKHC parking lot;

NOW, BE IT FURTHER RESOLVED that if the project is funded and approved by City Council, the City commits to operate and maintain the City Sub-YK Trail with all of the personnel, equipment, and materials it deems necessary so that the public may enjoy the use of the trail for the foreseeable future;

ENACTED THIS 14th DAY OF FEBRUARY 2023 BY A VOTE OF 7 IN FAVOR AND 0 OPPOSED.

ATTEST:


Lori Strickler, City Clerk


Rose Henderson, Mayor


Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

CITY OF BETHEL

Resolution # 23-09

SUPPORT UPDATE FOR CITY OF BETHEL APPLICATION TO TRANSPORTATION ALTERNATIVES PROGRAM TO FUND ADA-COMPLIANT PINKY'S PARK BOARDWALK CONVERSION PROJECT

WHEREAS, with a population of 6,154, Bethel is the largest rural community in Alaska off the central Statewide road network and is located 400 miles west of Anchorage in the Yukon-Kuskokwim Delta region;

WHEREAS, the State of Alaska, Department of Transportation & Public Facilities (DOT&PF), Division of Program Development & Statewide Planning, is currently soliciting trail project nominations through the Transportation Alternatives Program (TAP) for inclusion in the Statewide Transportation Improvement Plan (STIP);

WHEREAS, the TAP application requires Resolution #23-04 approved on February 14, 2023 to be updated for its trail project and the city commitments contained therein;

WHEREAS, the City of Bethel designated 26 acres in Pinky's Park as an outdoor recreation site in perpetuity;

WHEREAS, there is a 1.2 mile boardwalk that winds around in Pinky's Park with a section leading to Owl Park, another section leading to Akakeek Street in the Bethel Heights Subdivision, and a third section leading to Akiachak Avenue in City Subdivision;

WHEREAS, the Bethel Public Works Department's Property Maintenance Division is responsible for repairing and maintaining the boardwalk;

WHEREAS, despite the City's best efforts, individuals on four-wheelers, motorcycles routinely get on the pedestrian-only boardwalk and cause damage and consternation to pedestrians;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

- WHEREAS,** the boardwalk has been extremely difficult to maintain over the years partly due to the continually shifting ground that has jacked it up in some places and sunk it lower in other places, causing left- or right-sloping surfaces;
- WHEREAS,** vandals regularly attack the boardwalk by tearing out wooden planks, burning holes in the planks, and spray painting graffiti on the walking surfaces, gazebos, and benches;
- WHEREAS,** the materials used to construct the boardwalk have contributed to the decay that is evident, including the negative impact of the chemical reaction that has occurred between the nails used on the treated lumber;
- WHEREAS,** the use of treated lumber to construct the boardwalk does not last forever; it breaks down and rots eventually and may be degrading faster in Bethel's wet environment exacerbated by snow, ice, and summer rain;
- WHEREAS,** whole 200-foot sections of the boardwalk have been removed by the Property Maintenance crew because they were in poor condition and presented a hazard for the general public;
- WHEREAS,** the inflationary environment in recent years coupled with the transportation costs to ship lumber to Bethel have made boardwalk repairs, replacement, and maintenance cost prohibitive;
- WHEREAS,** the City wants to remove the boardwalk from Pinky's Park and replace it with an eight-foot wide gravel trail that is ADA-compliant;
- WHEREAS,** the Pinky's Park Gravel Trail would be located on City land, minimizing the need for easements and rights-of-way, thus speeding up trail development;
- WHEREAS,** the proposed trail would be 6,336 feet long and 8 feet wide with a 3:1 slope on the sides and will contain culverts;
- WHEREAS,** the general design for nearly the whole length of trail requires the placement of geotextile fabric over the ground/tundra, placement of fill (sand) on top of it, and then placement of crushed gravel and fines on top of the fill;
- WHEREAS,** Philana Miles, Acting DOT&PF Central Regional Planner, supports the Pinky's Park Gravel Trail project;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

- WHEREAS,** this resolution is made public by issuance of the council meeting agenda and packet on the City's website, posting on the City's facebook page, paper notices on bulletin boards in Bethel, KYUK Radio Station advertisements, and the Civic Clerk subscription service for packet dissemination;
- WHEREAS,** Bethel community member involvement is encouraged during the council meeting via emails in advance of the meeting that will be read out loud by the City Clerk or speaking on zoom during the meeting or speaking in-person at City Hall;
- WHEREAS,** the new trail will be designated as a pedestrian/bicycle trail only with signs posted to keep four-wheelers off the trail during summer time;
- WHEREAS,** the proposed Pinky's Park Gravel Trail is described in the City's new Comprehensive Plan being developed by DOWL and is listed as a high priority project;
- WHEREAS,** intrinsic qualities that pedestrians on the trail can enjoy include viewing a scenic tundra landscape and tundra pond often containing visiting wild fowl, berry-picking in late summer/fall, and bird-watching;
- WHEREAS,** the State Department of Transportation and Public Facilities estimated the cost to construct the gravel trail to replace the boardwalk in Pinky's Park to be \$4,428,000, which includes: design (\$738,000), and construction (\$3,690,000);
- WHEREAS,** the City's required minimum match for zero points is 9.03% of the total or \$399,849;
- WHEREAS,** if the Pinky's Park Gravel Trail project scores high enough to be funded, DOT&PF will offer the City a grant agreement that will require the City to agree to pay up to 50% more of the design cost (\$369,000), if needed to meet the bid price, and 15% more of the construction cost (\$553,500), if needed to meet the bid price;
- WHEREAS,** the City of Bethel has the right to decline the grant agreement when offered, but must pledge the cash match against the total (\$399,849) in this resolution to keep its grant application alive;
- WHEREAS,** the bid price for design and/or the bid price for construction could be higher or lower than the expected project cost;

Introduced by: Pete A. Williams, City Manager
Date: May 9, 2023
Action:
Vote:

WHEREAS, the Pinky's Park Gravel Trail project application passed the first of two DOT&PF screens and will be evaluated and scored by the Project Evaluation Board at the end of May 2023;

WHEREAS, the City commits to operate and maintain the Pinky's Park Gravel Trail for the next twenty years, barring any unforeseen events that would preclude such maintenance and operation;

NOW, THEREFORE, BE IT RESOLVED the City of Bethel supports the development and submittal of a TAP application to request funding for design and construction of an ADA-compliant gravel trail expected to cost \$4,428,000 that winds around in Pinky's Park with exit points at Owl Park, Akakeek Street. and Akiachak Avenue or similar;

NOW, BE IT FURTHER RESOLVED that if the project is funded and approved by City Council, the City commits provide \$399,849 in cash match for the project and to operate and maintain the Pinky's Park Gravel Trail with all of the personnel, equipment, and materials it deems necessary so that the public may enjoy the use of the trail for the foreseeable future;

ENACTED THIS 9th DAY OF MAY 2023 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

CITY OF BETHEL

Resolution # 23-04

SUPPORT FOR CITY OF BETHEL APPLICATION TO TRANSPORTATION ALTERNATIVES PROGRAM TO FUND ADA-COMPLIANT PINKY'S PARK BOARDWALK CONVERSION PROJECT

- WHEREAS,** with a population of 6,154, Bethel is the largest rural community in Alaska off the central Statewide road network and is located 400 miles west of Anchorage in the Yukon-Kuskokwim Delta region;
- WHEREAS,** the State of Alaska, Department of Transportation & Public Facilities (DOT&PF), Division of Program Development & Statewide Planning, is currently soliciting trail project nominations through the Transportation Alternatives Program (TAP) for inclusion in the Statewide Transportation Improvement Plan (STIP);
- WHEREAS,** the TAP application requires this resolution for its trail project and the city commitments contained therein;
- WHEREAS,** the City of Bethel designated 26 acres in Pinky's Park as an outdoor recreation site in perpetuity;
- WHEREAS,** there is a 1.2 mile boardwalk that winds around in Pinky's Park with a section leading to Owl Park, another section leading to Akakeek Street in the Bethel Heights Subdivision, and a third section leading to Akiachak Avenue in City Subdivision;
- WHEREAS,** the Bethel Public Works Department's Property Maintenance Division is responsible for repairing and maintaining the boardwalk;
- WHEREAS,** despite the City's best efforts, individuals on four-wheelers, motorcycles routinely get on the pedestrian-only boardwalk and cause damage and consternation to pedestrians;

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

- WHEREAS,** the boardwalk has been extremely difficult to maintain over the years partly due to the continually shifting ground that has jacked it up in some places and sunk it lower in other places, causing left- or right-sloping surfaces;
- WHEREAS,** vandals regularly attack the boardwalk by tearing out wooden planks, burning holes in the planks, and spray painting graffiti on the walking surfaces, gazebos, and benches;
- WHEREAS,** the materials used to construct the boardwalk have contributed to the decay that is evident, including the negative impact of the chemical reaction that has occurred between the nails used on the treated lumber;
- WHEREAS,** the use of treated lumber to construct the boardwalk does not last forever; it breaks down and rots eventually and may be degrading faster in Bethel's wet environment exacerbated by snow, ice, and summer rain;
- WHEREAS,** whole 200-foot sections of the boardwalk have been removed by the Property Maintenance crew because they were in poor condition and presented a hazard for the general public;
- WHEREAS,** the inflationary environment in recent years coupled with the transportation costs to ship lumber to Bethel have made boardwalk repairs, replacement, and maintenance cost prohibitive;
- WHEREAS,** the City wants to remove the boardwalk from Pinky's Park and replace it with an eight-foot wide gravel trail that is ADA-compliant;
- WHEREAS,** the Pinky's Park Gravel Trail would be located on City land, minimizing the need for easements and rights-of-way, thus speeding up trail development;
- WHEREAS,** the proposed trail would be 6,336 feet long and 8 feet wide with a 3:1 slope on the sides and will contain culverts;
- WHEREAS,** the general design for nearly the whole length of trail requires the placement of geotextile fabric over the ground/tundra, placement of fill (sand) on top of it, and then placement of crushed gravel and fines on top of the fill;
- WHEREAS,** Philana Miles, Acting DOT&PF Central Regional Planner, supports the Pinky's Park Gravel Trail project;

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

WHEREAS, this resolution is made public by issuance of the council meeting agenda and packet on the City's website, posting on the City's facebook page, paper notices on bulletin boards in Bethel, KYUK Radio Station advertisements, and the Civic Clerk subscription service for packet dissemination;

WHEREAS, Bethel community member involvement is encouraged during the council meeting via emails in advance of the meeting that will be read out loud by the City Clerk or speaking on zoom during the meeting or speaking in-person at City Hall;

WHEREAS, the new trail will be designated as a pedestrian/bicycle trail only with signs posted to keep four-wheelers off the trail during summer time;

WHEREAS, the city estimates the cost to construct the gravel trail to replace the boardwalk in Pinky's Park to be \$1,080,000, but a DOT&PF engineer cost estimate will be used to determine the City's match requirement;

WHEREAS, the proposed Pinky's Park Gravel Trail is described in the City's new Comprehensive Plan being developed by DOWL and is listed as a high priority project;

WHEREAS, intrinsic qualities that pedestrians on the trail can enjoy include viewing a scenic tundra landscape and tundra pond often containing visiting wild fowl, berry-picking in late summer/fall, and bird-watching;

WHEREAS, the City's required match is 9.03% or \$41,087, but in order to obtain 4 points on the Match Contribution section of the score sheet, the city chose to provide a match of 19.03% or \$205,524;

WHEREAS, the City commits to operate and maintain the Pinky's Park Gravel Trail for the next twenty years, barring any unforeseen events that would preclude such maintenance and operation;

NOW, THEREFORE, BE IT RESOLVED the City of Bethel supports the development and submittal of a TAP application to request funding for design and construction of an ADA-compliant gravel trail that winds around in Pinky's Park with exit points at Owl Park, Akakeek Street. and Akiachak Avenue or similar;

Introduced by: Pete A. Williams, City Manager
Date: February 14, 2023
Action: Passed
Vote: 7-0

NOW, BE IT FURTHER RESOLVED that if the project is funded and approved by City Council, the City commits to operate and maintain the Pinky's Park Gravel Trail with all of the personnel, equipment, and materials it deems necessary so that the public may enjoy the use of the trail for the foreseeable future;

ENACTED THIS 14th DAY OF FEBRUARY 2023 BY A VOTE OF 7 IN FAVOR AND 0 OPPOSED.

ATTEST:


Lori Strickler, City Clerk


Rose Henderson, Mayor

BETHEL, ALASKA

Scope, Schedule, Estimate (SSE) Confirmation

Project Name	Pinky's Park Trail			
DATE	21-Apr-23	CATEGORY	Capacity Expansion	
NEED ID	TBD	REASON	☒ New Project	☐ Update SSE

PLANNING SSE

PROPOSED SCOPE	The new gravel trail will be constructed alongside the boardwalk and follow a similar route. The trail will start at Owl Park and continue south to Akiak Drive. A portion of the trail will loop around an existing lake or pond. The new trail will be ADA-compliant, which will consist of D-1 gravel and fines that can be compacted with a roller to create a smooth surface. In addition, cross-culverts will be installed where necessary.
-----------------------	---

PLANNING ESTIMATE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
<i>Design</i>											-
<i>Utilities</i>											-
<i>Right of Way</i>											-
<i>Construction</i>											-
TOTAL	-	-	-	-							-

CONFIRMED SSE

CONFIRMED SCOPE	The new gravel trail will be constructed alongside the boardwalk and follow a similar route. The trail will start at Owl Park and continue south to Akiak Drive. A portion of the trail will loop around an existing lake or pond. The new trail will be ADA-compliant, which will consist of D-1 gravel and fines that can be compacted with a roller to create a smooth surface. In addition, cross-culverts will be installed where necessary.
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ENGINEERS CONFIRMED	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
<i>Design</i>	259,000	284,200	194,800								738,000
<i>Utilities</i>											-
<i>Right of Way</i>											-
<i>Construction</i>				3,690,000							3,690,000
TOTAL	259,000	284,200	194,800	3,690,000	-	-	-	-	-	-	4,428,000

Scope, Schedule, Estimate (SSE) Confirmation

Project Name	Pinky's Park Trail		
DATE	21-Apr-23	CATEGORY	Capacity Expansion
NEED ID	TBD	REASON	☒ New Project ☐ Update SSE

CONSIDERATIONS

SSE	Value	Comments
<i>Basis for Estimate</i>	System Averages	
<i>Field Review or Recon</i>	No	
<i>List Assumptions & Unknowns</i>	The trail will be 8 feet wide with sides being 3:1 slopes. The structural section will consist of 6" Aggregate Surface Course, Grading D-1, 12" Borrow, Type A, and separation geotextile. Seeding and topsoil will be applied to the slopes.	

ENVIRONMENTAL	Value	Comments
<i>Anticipated Environmental Doc</i>	CE	
<i>Environmental Doc Prep Time</i>	1 to 2 years	
<i>4(F) Involvement</i>	Yes	Connects Owl and Pinky's Parks. Replaces boardwalk and connects to city trails and boardwalk. No cultural resources identified in the AHRs.
<i>Permits Required</i>	Yes	Construction General Permit, Section 404 (wetland) Permit, Section 401 Water Quality Certification, Title 16 Fish Habitat Permit, Floodplain Development Permit
<i>List Assumptions & Unknowns</i>	Improvements may occur on City of Bethel, Bethel Native Corporation, and State of Alaska lands (potential ROW acquisition). Wetland delineation needed based on National Wetland Inventory wetland mapping. Cultural resource survey and assumes no resources are eligible for listing on the National Register of Historic Places. Brown's Slough is an anadromous waterway and in Flood Zone AE. Anticipate informal consultation for Section 7 (endangered species act). Need to consult with Statewide Environmental Office regarding Section 4(f) use. Corps of Engineers review is approximately 120 to 180 days for individual permits.	

ROW	Value	Comments
<i>Confidence in ROW Estimate</i>	Moderate	
<i>List Assumptions & Unknowns</i>	Appears to be located on City of Bethel property. This needs to be verified.	

UTILITY	Value	Comments
<i>Confidence in Utility Estimate</i>	Moderate	
<i>List Assumptions & Unknowns</i>	Underground and overhead utilities are unknown. Utility survey needed.	

OTHER	Value	Comments
<i>Impacts to Annual M&O</i>	Yes	Project will increase M&O as this will add a new section of trail to the community.
<i>Bridge Work Included</i>	No	
<i>Geotech Considerations</i>	Yes. Geotechnical investigations may be needed.	
<i>List Assumptions & Unknowns</i>	Geotechnical investigation may be needed to determine structural requirements for the trail.	

Scope, Schedule, Estimate (SSE) Confirmation

CERTIFICATION & APPROVAL

Please adjust comment boxes to fit all text before converting to PDF

Confirmed SSE Prepared By		
	<i>Name</i>	<i>Date</i>
Confirmed SSE Pre-Construction Approval		
	<i>Signature, Pre-Construction Engineer</i>	
	<i>Name</i>	<i>Date</i>
Confirmed SSE Planner Approval		
	<i>Signature, Planning Chief</i>	
	<i>Name</i>	<i>Date</i>

Pinky's Park Trail

SCOPE: The new gravel trail will be constructed alongside the boardwalk and follow a similar route. The trail will start at Owl Park and continue south to Akiak Drive. A portion of the trail will loop around an existing lake or pond. The new trail will be ADA-compliant, which will consist of D-1 gravel and fines that can be compacted with a roller to create a smooth surface. In addition, cross-culverts will be installed where necessary.

SUMMARY				
Phase 2	Design	Start @ 20% of Ph4	\$738,000.00	\$259k to CE Yr 1, \$284.2K to CE Yr 2, and \$194.8k to ATA.
		Geotech	\$111,000 15%	
		Environmental	\$74,000 10%	
		Survey	\$74,000 10%	
		ROW eng.	\$37,000 5%	
		Utility eng.	\$37,000 5%	
		Civil	\$406,000 55%	
Phase 3	ROW		\$0.00	
Phase 4	Construction	Rounded total	\$3,690,000.00	
Phase 7	Utilities		\$0	
Phase 2, 3, 4, and 7 total cost			\$4,428,000.00	

PHASE TIME SUMMARY (months)		
Phase 2	Design Start (PDA 0)	0
	Prelim Design (approx 25%)	6
	Env Document	12
	PIH Review	4
	PSE Review	3
	Anticipated Bid Advertisement	2
	TOTAL =	27
Phase 4	Anticipated Duration	12



SSE Estimate

State of Alaska - Department of Transportation and Public Facilities

Central Region

Project Name: Pinky's Park Trail

Project Number: Unassigned

SCOPE: The new gravel trail will be constructed alongside the boardwalk and follow a similar route. The trail will start at Owl Park and continue south to Akiak Drive. A portion of the trail will loop around an existing lake or pond. The new trail will be ADA-compliant, which will consist of D-1 gravel and fines that can be compacted with a roller to create a smooth surface. In addition, cross-culverts will be installed where necessary.					
ITEM No.	Pay Item	Pay Unit	Quantity	Unit Price	Amount
201.0009.0000	Clearing and Grubbing	LS	ALL REQ'D	\$ 25,000.00	\$ 25,000.00
203.0006.000A	Borrow, Type A	TON	6,729	\$ 40.00	\$ 269,153.28
301.0003.00D1	Aggregate Surface Course, Grading D-1	TON	1,825	\$ 50.00	\$ 91,239.00
603.0001.0012	CSP 12 Inch	LF	64	\$ 150.00	\$ 9,600.00
603.0003.0012	End Section for CSP 12 Inch	EACH	8	\$ 500.00	\$ 4,000.00
618.0002.0000	Seeding	LB	95.0	\$ 150.00	\$ 14,256.00
618.0003.0000	Water for Seeding	MGAL	63.4	\$ 100.00	\$ 6,336.00
620.0001.0000	Topsoil	SY	7,040.0	\$ 10.00	\$ 70,400.00
630.0001.0003	Geotextile, Separation, Class 3	SY	11,968.0	\$ 5.00	\$ 59,840.00
640.0001.0000	Mobilization and Demobilization	LS	ALL REQ'D	\$ 1,000,000.00	\$ 1,000,000.00
640.0004.0000	Worker Meals and Lodging, or Per Diem	LS	ALL REQ'D	\$ 500,000.00	\$ 500,000.00
641.0001.0000	Erosion, Sediment and Pollution Control Administration	LS	ALL REQ'D	2% BB	\$ 10,000.00
641.0003.0000	Temporary Erosion, Sediment and Pollution Control	LS	ALL REQ'D	10% BB	\$ 49,000.00
641.0005.0000	Temporary Erosion, Sediment and Pollution Control by Directive	CS	ALL REQ'D	5% BB	\$ 25,000.00
641.0006.0000	Withholding	CS	ALL REQ'D	\$ -	\$ -
641.0007.0000	SWPPP Manager	LS	ALL REQ'D	\$ 30,000.00	\$ 30,000.00
642.0001.0000	Construction Surveying	LS	ALL REQ'D	7% BB	\$ 35,000.00
642.0003.0000	Three Person Survey Party	HR	24.0	\$ 350.00	\$ 8,400.00
643.0002.0000	Traffic Maintenance	LS	ALL REQ'D	\$ 50,000.00	\$ 50,000.00
643.0003.0000	Permanent Construction Signs	LS	ALL REQ'D	2% BB	\$ 10,000.00
643.0023.0000	Traffic Price Adjustment	CS	ALL REQ'D	\$ -	\$ -
643.0025.0000	Traffic Control	CS	ALL REQ'D	2% BB	\$ 10,000.00
643.0032.0000	Flagging	CS	ALL REQ'D	2% BB	\$ 10,000.00
644.0001.0000	Field Office	LS	ALL REQ'D	\$ 50,000.00	\$ 50,000.00
644.0002.0000	Field Laboratory	LS	ALL REQ'D	\$ 40,000.00	\$ 40,000.00
644.2004.0000	Engineering Communications	CS	ALL REQ'D	\$ 10,000.00	\$ 10,000.00
646.0001.0000	CPM Scheduling	LS	ALL REQ'D	\$ 5,000.00	\$ 5,000.00
Subtotal					\$ 2,392,225.00

ASSUMPTIONS:

Assume typical unit prices for highway construction.

Assume no material sites developed within the project limits and all must be imported.

Contingency	15%	\$ 358,834.00
CE @	25%	\$ 687,765.00
Subtotal		\$ 3,438,824.00
ICAP @	7.18%	\$ 246,908.00
Phase 4 Total		\$ 3,685,732.00
Rounded Phase 4 Total		\$ 3,690,000.00

Attachment A - Additional Back Up Information

Typical and Structural Section:

- Typical section consists of 8 feet wide trail.
- Structural section consists of 6" Aggregate Surface Course, Grading D-1, 12" Borrow, Type A, and separation geotextile.
- Seeding and topsoil will be applied to the slopes.

Utilities:

- Underground and overhead utilities are unknown.
- Utility survey needed.

Environmental:

- There is 4(f) involvement. The trail connects to Owl and Pinky's Parks. The trail will replace the existing boardwalk, which will connect to city trails and a boardwalk. No cultural resources identified in the AHRS.
- Permits
 - The project disturbs greater than 1 acre of land.
 - Construction General Permit, Section 404 (wetland) Permit, Section 401 Water Quality Certification, Title 16 Fish Habitat Permit, Floodplain Development Permit may be needed.
 - Improvements may occur on City of Bethel, Bethel Native Corporation, and State of Alaska lands (potential ROW acquisition). Wetland delineation needed based on National Wetland Inventory wetland mapping. Cultural resource survey and assumes no resources are eligible for listing on the National Register of Historic Places. Brown's Slough is an anadromous waterway and in Flood Zone AE. Anticipate informal consultation for Section 7 (endangered species act).
 - Need to consult with Statewide Environmental Office regarding Section 4(f) use. Corps of Engineers review is approximately 120 to 180 days for individual permits.

Drainage:

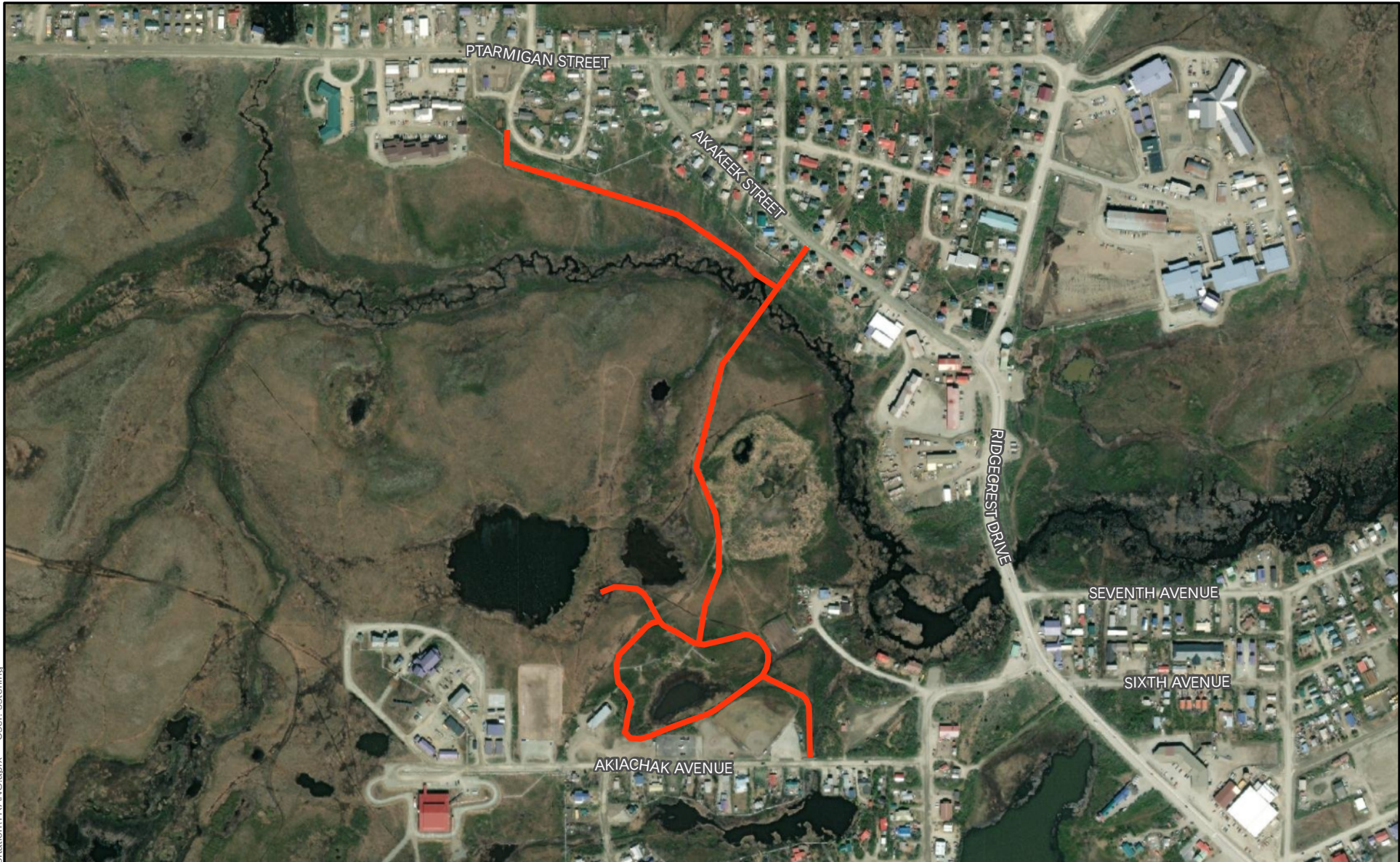
- The trail is located within wetlands. As a result, the estimate assumes cross culverts would be needed for drainage.

Figure / Map:

- New Trail Construction depicts general area and does not represent actual alignment of trail.

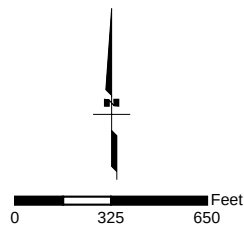
Existing Boardwalk:

- The existing boardwalk will be removed by the City of Bethel. As a result, this is not included in the scope of work and estimate.



Trail Construction

IMAGERY DATE: MAY 26, 2022



PINKY'S PARK TRAIL

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
4111 AVIATION AVENUE, ANCHORAGE, AK 99519

APRIL 21, 2023

FIGURE 1

City of Bethel Action Memorandum

Action memorandum No.	23-09		
Date action introduced:	5-9-2023	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a five-year contract with KNIK Construction Company, Inc. for the purchase of crushed gravel.

Attachment(s): (1) Draft Purchase Agreement for City of Bethel to purchase crushed gravel from KNIK Construction Company, Inc.

Amount of fiscal impact	Source of Funding	Account information
	No fiscal impact at this time.	
\$440,000	Proposed FY 2024 Budget – Street Maint. Gravel	100-66-6131
\$600,000	FY 2024 CIP Budget – Streets & Roads Road Improvements	100-66-6892
\$130,000	Proposed FY 2004 Budget – Municipal Dock Expenses	520-50-6121

Summary Statement

The City of Bethel prepared and issued a Request for Bids document to purchase crushed gravel on April 4, 2023 with the proposal submission deadline of April 24, 2023. The City received one proposal from KNIK Construction Company, Inc. by the deadline from a qualified provider of crushed gravel.

The *five-year* contract will allow the City to purchase the following two types of gravel at the price per ton indicated.

Type	Price 2023-2028	Price 2018-2023	% Increase
C-1	\$64 per ton	\$55 per ton	16
D-1	\$81 per ton	\$68 per ton	19

Purchase Agreement

This Purchase Agreement (this "Agreement") is entered into this _____ day of _____ 2023 by and between the City of Bethel, a municipal corporation (hereinafter "Buyer or "City") and _____ (hereinafter "Seller"). Buyer and Seller may be referred to in this Agreement individually as a "Party" and/or collectively as the "Parties."

The Parties agree as follows:

1. **Sale of D-1 and C-1 Gravel.** Seller agrees to sell and City agrees to purchase a minimum of 10,000 tons of D-1 Gravel annually and 270 tons of C-1 gravel annually throughout the term of this Agreement.

All gravel provided by Seller shall adhere to the following specifications:

GRAVEL SPECIFICATIONS

Percent Passing by Weight

Aggregate shall be crushed stone or crushed gravel, and shall consist of sound, tough, durable pebbles or rock fragments of uniform quality. All material shall be free from clay balls, vegetable matter or other deleterious matter. Fractured stone shall have a minimum of two (2) or more fractured faces and a maximum of one (1) rounded face. The percentage of wear of the aggregate shall be a maximum of 50 as measured by AASHTO Test No. T96. Degradation Value shall be a minimum of 45 as determined by Alaska Test Method T-13. Percent Fracture shall be a minimum of 90 when tested in accordance with Alaska Test Method T-4. Gradations shall conform to the following requirements as determined by Alaska Test Method T-7:

Sieve Designation	C-1	D-1
2"	100	-----
1-1/2"	95-100	-----
1"	-----	100
3/4"	55-75	70-100
3/8"	-----	50-80
No. 4	35-50	35-65
No. 8	-----	20-50
No. 10	14-30	-----
No. 40	3-18	8-30
No. 200	0-8	0-6

** City reserves the right to reject and/or revoke acceptance of any gravel that does not meet the specifications provided for in this Agreement.

2. **Purchase Price.** Buyer will pay Seller as follows:

[to be filled in after bid]

3. **Method of Payment.** Seller shall submit an itemized invoice to City no less than monthly and no more frequently than daily. Each invoice shall have attached copies of the scale tickets showing the amount of Gravel removed per truck, date of removal, and information showing the truck belonged to the City of Bethel. Payment will be processed promptly by City upon receipt of invoice and in no event will payment be issued more than thirty (30) calendar days from receipt of invoice.

All invoices must be submitted and addressed as follows:

Public Works Director
City of Bethel Public Works
PO Box 1388
Bethel, AK 99559-1388

Except as provided in this Purchase Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to Seller in connection with performance of this Agreement. The parties understand and agree that, except as otherwise provided in this Agreement, all costs, whether indirect or direct, incurred by Seller have been built into the Purchase Price.

4. **Process for Transferring Gravel.** Seller shall manufacture and stockpile gravel in Seller's yard. The gravel shall be available for inspection by City at the yard. Within forty-eight (48) hours of a request by the City for inspection and pick-up, Seller shall make gravel available to City for inspection. Upon approval of the gravel, Seller shall load the gravel into City trucks. Gravel will be weighed by Seller in Seller's yard before it is accepted by Buyer. Acceptance of the gravel occurs after (a) City has inspected it; and (b) Seller has loaded it; and (c) City has removed it from Seller's yard.
5. **Taxes.** Seller shall be responsible for payment of all federal, state and local taxes incurred as a result of this Purchase-Sale Agreement.
6. **Indemnification.** Seller is solely responsible for all loss, damage or liability arising from procurement of the gravel prior to sale. Seller is responsible for the quality of the gravel. Except for the sole negligence of the City and except for liability for loss or damage to the gravel itself which City will assume upon transfer of the gravel to its possession, to the fullest extent permitted by law, the Seller shall defend, indemnify and hold harmless City 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 contract services or supplies provided by, or performed under this Agreement by the Seller, it's agents, sub-contractors, 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 limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's 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 City.

7. Insurance

The Vendor 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 Bethel, such insurance as will protect Bethel from claims set forth below and others, which may arise out of or as a result from the Vendor's operations under this contract, whether such operations are by the Vendor or by a Sub-Vendor 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 Vendor under this contract.

- (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 contract.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Vendor's 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 Vendor, 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 there from.

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

Claims for damages because of bodily injury, including mental anguish, death of a person, or damage to property arising out of the discharge, accidental or otherwise of any pollutant onto any property of Bethel, or any other owner, other than the Vendor. Transportation risk must be included.

Claims involving the Vendor's contractual obligations and assumption of liability under this contract.

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

- (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.*
\$1,000,000.00 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
- 3. Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.*
\$1,000,000.00 Combined Single Limit of Liability per Accident
For all Owned, Hired, and Non-Owned Vehicles.
- (d). Worker's compensation insurance and employer's 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 Bethel.
- (e). The commercial general liability including environmental liability insurance shall name Bethel as an additional insured and contain a waiver of subrogation provision in favor of Bethel.

- (f). All liability insurance required of the Vendor shall be primary. All liability insurance carried by Bethel is declared to be excess and non-contributory of any insurance carried by the Vendor or Sub-Vendors.
- (g). Vendor's required insurance is subject to review and adjustment by Bethel, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Vendor shall be provided a written explanation for any such changes.
- (h). Certificates of insurance acceptable to Bethel shall be filed with Bethel prior to the commencement of the beginning of any services by the Vendor. 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 (Vendor).

If any of the insurance policies required above are canceled for any reason, the Vendor shall provide immediate notice to Bethel 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 Vendor.

Failure to maintain these insurance provisions required of the Vendor or failure to immediately notify Bethel of cancellation shall be considered a material breach of this contract by the Vendor, subject to termination provisions of this contract.

Notice described above shall be delivered to the following location:

City of Bethel
PO Box 1388
300 State Highway
Bethel, AK 99559
(907) 543-1373

- 8. Seller's Representations.** Seller represents and warrants that he/she has good and marketable title to the Gravel and full authority to sell the Gravel. Seller also represents that the Gravel is sold free and clear of all liens, indebtedness, or liabilities. Seller further represents that all Gravel sold meets or exceeds the minimum specifications set out in Section 1 above.
- 9. Termination for Convenience.** In addition to terminations for cause as provided for in this Agreement, City or Buyer may unilaterally terminate this Agreement at any time without cause by providing sixty (60) calendar days written notice. In that event, all pending invoices be processed and final payments rendered. Termination of this Agreement, either with or without cause, shall not form the basis for loss of anticipated profits by either party.

10. 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, City may submit a written notice to Accountant terminating this Agreement. Such notice shall be in writing and shall be not less than thirty (30) calendar 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., city council action; official budget or other official government document). City shall be liable to Accountant for all charges and costs incurred for products and/or services prior to the effective date of the termination.

11. Termination for Cause. If, through any cause, Seller shall fail to fulfill in a timely and proper manner the obligations under this Agreement, then City shall thereafter have the right to immediately terminate this Agreement by giving written notice to Seller and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this Agreement shall, at the option of the City, become its property, and Seller shall be entitled to receive just and equitable compensation for any satisfactory materials provided. In such event, Seller shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payment due Seller for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. **Notwithstanding the foregoing, Seller shall be entitled to not less than fifteen (15) calendar days written notice to cure any reasonably curable condition alleged to constitute a default by City before a breach of this Agreement shall be declared by City as a result thereof.**

In case of default by Seller, the City may procure the gravel from other sources and hold Seller responsible for any excess cost occasioned thereby. In addition, in the event of default by Seller under this Agreement, or upon the Seller filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Seller, the City may immediately cease doing business with Seller, immediately terminate for cause all existing contracts the City has with Seller, and de-bar Seller from doing future business with the City.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

13. Modification. The Parties may mutually agree to modify the terms of this Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

14. Disputes. In an effort to resolve any conflicts that arise between the Parties under this Agreement, the Buyer and Seller agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to nonbinding mediation.

- 15. 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.
- 16. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.
- 17. Headings.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
- 18. Entire Agreement.** This Agreement shall be the exclusive agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement.
- 19. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
- 20. Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

[SELLER]

CITY OF BETHEL [BUYER]

By:

By: Peter A. Williams
City Manager

City of Bethel Action Memorandum

Action memorandum No.	AM 23-10		
Date action introduced:	5-9-2023	Introduced by:	Peter A. Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a contract with Ahtna Infrastructure & Technologies, LLC to construct a snowmelt/rain detention pond at the cost of \$590,973.

Attachment(s): (1) Draft EJCDC contract.

Amount of fiscal impact	Source of Funding	Account information
	No fiscal impact at this time.	
\$350,000	FY 2023 Capital Budget – Carryovers- Streets & Roads Department-Simon Retention Pond	100-66-6892
\$240,973	FY 2004 Capital Budget – Simon Retention Pond	100-66-6892

Summary Statement

The City of Bethel had DOWL prepare and issue a Request for Bids document in October 2022 for a contractor to excavate 8,810 cubic yards of soil to form a detention pond near Chief Eddie Hoffman Highway. The construction of the pond is meant to control floodwaters resulting from snowmelt and precipitation. The lowest bidder was Ahtna Infrastructure and Technology, LLC. The bid price was \$590,973.

SECTION 00 52 13

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Bethel, P.O. Box 1388 Bethel, AK 99559 ("Owner") and ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: All materials, equipment, labor, and related services to construct the Bethel Floodwater Detention Basin Construction. **This project scope includes constructing a floodwater detention basin near Chief Eddie Hoffman Highway and Ciullkulek Subdivision Access Road. Approximately 8,810 cubic yards of soil is expected to be excavated.***

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by DOWL 5015 Business Park Blvd, Suite 4000, Anchorage, AK 99503
- 3.02 The Owner has retained DOWL ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before November 30, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 15, 2022.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. ~~Milestones: Contractor shall pay Owner \$ _____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

~~B. Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$ _____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$ _____.~~

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st (first) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety (90) percent of Work completed (with the balance being retainage), and
 - b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion of the entire Work to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-eight (98) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Two Hundred (200) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of Eight (8) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (EJCDC C-520 pages 1 to 7, inclusive).
 - 2. Performance bond (EJCDC C-610 pages 1 to 3, inclusive).
 - 3. Payment bond (EJCDC C-615 pages 1 to 3, inclusive).
 - 4. General Conditions (EJCDC C-700 pages 1 to 68, inclusive).
 - 5. Supplementary Conditions (EJCDC C-800 pages 1 to 6, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 8 sheets with each sheet bearing the following general title: Bethel—CEHH Detention Basin Design
 - 8. Addenda (numbers ____ to ____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Bethel _____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR:

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attaches evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License or
Registration
No.:

(where applicable)

SECTION 00 61 13.13
PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

(seal)

Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

SURETY

(seal)

Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Print Name

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from

the actions or failure to act of the Surety under Paragraph 5;
and

- 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SECTION 00 61 13.16
PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one

year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SECTION 00 72 13

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a

Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an

addition, deletion, or revision in the Work. **A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.**

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 - 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 - 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 - 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

- 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.
- D. **Contractor shall use forms EJCDC No. C-610 and C-615 (2013 ed.) for the Labor and Material Payment Bond and Performance Bond. Each bond shall be in the amount of 100 percent of the contract amount. City of Bethel shall be named as co-obligee or a separate Warranty Bond shall be provided to them upon completion of the work.**

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four **(4)** printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
4. **Contractor shall submit a preliminary list of construction equipment with hourly rates, owned or rented by the Contractor and all Subcontractors that will be used in the performance of the Work. The equipment list will include information necessary to confirm the hourly rates per Paragraph 13.01.B.5.c of these General Conditions including: make, model, and year of manufacture as well as horse power, capacity or weight and accessories.**

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- C. **A preconstruction conference will be held in Bethel and will be coordinated with the Contractor after bid opening.**

2.05 *Initial Acceptance of Schedules*

- A. **Prior to the first application for payment all schedules and documents identified in paragraph 2.03 shall be finalized and acceptable to Owner and Engineer. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner as provided below. Acceptance of these schedules and documents by either Engineer or Owner will neither impose on Engineer or Owner responsibility for sequencing, scheduling or progress of the Work and will not interfere with or relieve Contractor from Contractor's full responsibility therefore. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.**
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress

of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. **Contractor's Schedule of Equipment will be acceptable to Engineer as to form and substance if it provides the necessary information to reference the equipment and establish the hourly rates in accordance with paragraph 13.01.B.5.c.**

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and

interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. **If it is necessary or desirable that the Contractor use land outside of the Owner's site, easement or right-of-way, the Contractor shall obtain consent from the property owner and tenant of the land. The Contractor shall not enter for material delivery, storage or occupy for any other purpose with men, tools, equipment, construction material, or with materials excavated from the site, any private property outside the designated limits of the construction site, easement boundaries, or right-of-way without written permission from the property owner and tenant.**

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
4. **Contractor is required to visit the site and become familiar with and satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. This is to involve an alert, heads-up, eyes open, reasonable examination of the area and the conditions under which the Work is to be performed (See 5.04 D.2b)**

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition **within 15 calendar days of discovery**. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

No Change Proposal or Claim for an adjustment in Contract Price or Contract Time (including Milestones) will be valid for differing subsurface or physical conditions if notice provisions of the Paragraph 5.04 are not followed.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
 - e. **Before beginning any excavation, the Contractor shall contact the appropriate "one call" underground utility locate service and/or notify all owners of underground facilities (as applicable) and coordinate the Work with the owners of such underground facilities. The information shown or indicated in the Contract Documents with respect to existing underground facilities is based on information and data obtained from the owners of the facilities without field exploration and as**

such Owner and Engineer are not responsible for the accuracy or completeness of such information or data.

- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site **is unusual and payment per the applicable unit price item Bid for encountering existing Underground Facilities isn't applicable** was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall **be paid at the unit price Bid for encountering Underground Facilities and will not** be entitled to **additional** equitable adjustment in the Contract Price or Contract Times, or both, **unless the Engineer's review determines that the existing facility is unusual and shouldn't be covered by the unit price and the** ~~to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related and resulted in delay, disruption, or interference, causes causing an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:~~
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

- d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or

otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a

Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing

defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come

off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all

rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during daytime **hours (7:00 AM to 7:00 PM)**, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. **The Contractor shall not**

award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

- B. ~~**Deleted.** Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.~~
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. ~~Owner also may require Contractor to retain specific replacements; provided, however, that~~ Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the

Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record

documents to Engineer. **The Engineer will transfer the Contractor's record information to the original drawings, and submit prints to the Contractor for review. Contractor shall provide writing confirmation that the record drawings are complete and accurate before final payment is approved by the Engineer.**

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- H. It is expressly understood by the parties to this Agreement that the Contractor is solely responsible for initiation, maintenance, and supervision of safety precautions and programs in connection with the Work. The right of the Owner and Engineer to observe or otherwise review the Work and operations shall not relieve the Contractor from any of his covenants and obligations hereunder.
- I. The Contractor shall be responsible for and shall take necessary precautions and provide all material and equipment to protect, shore, brace and maintain all underground pipes, conduits, drains, sewers, water mains, gas mains, cables, and other underground construction uncovered in the proximity or otherwise affected by the Work. All pavement surfacing, driveways, curbs, walks, buildings, grass areas, trees, utility poles or guy wires damaged by the Contractor in performance of the Work shall be repaired and/or replaced to the satisfaction of the Owner, Engineer and effected property owner at the Contractor's expense. The Contractor shall also be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to and from the Work whether by Contractor or Subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over the damaged property or facility concerning its repair, replacement or payment of costs incurred in connection with said damage.
- J. The Contractor shall conduct its work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct or close roads, driveways, and walks, whether public or private, the Contractor shall obtain approval from the governing party and shall at its own expense provide and maintain suitable and safe bridges, detours and other temporary expedients for the accommodation of public and private drives before interfering with them. The provision for temporary expedients will not be required if the Contractor has obtained permission from the owner and tenant of the private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
- K. Safety provisions must be entirely adequate and meet with city, state or Federal regulations to protect the public on the sidewalks, streets and roads.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - 1. **Contractor specifically and expressly waives any immunity that may be granted it under workers' compensation acts, disability benefit acts, or other employee benefit acts in regard to 17.1.B above; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Indemnitees, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.**
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work

that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's

failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. A Project Representative will also represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract,

tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's

effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the

parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation:*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the

Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. ~~Rentals of~~ **The cost for the use of** all construction equipment and machinery, and the parts thereof, **whether owned by the Contractor or** rented from Contractor or others **shall be calculated as follows and include the** ~~in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof~~ **for equipment involved only in the changed portion of the work covered under the Cost of the Work method. Transportation, loading and assembly costs will not be included for**

equipment already on the site which is being used for other portions of the Work. Hourly equipment and machinery rates shall be calculated from the Rental Rate Blue Book for Construction Equipment, and the equipment list submitted according to Paragraph 2.03 and 2.05 and as follows. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- 1) For working equipment, the hourly rate shall be the monthly rental rate divided by 176 hours per month plus the hourly operating cost.
- 2) For equipment on standby, the hourly rate shall be 50% of the monthly rental rate divided by 176 hours per month and the hourly operating cost shall not be applied.
- 3) For specialized equipment rented for a short duration used for change order work or additional work not part of the scope of the Work bid, the equipment rental rate will be in accordance with the terms of a third party rental agreement or shall be negotiated prior to the work being performed.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The

payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. **The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions** ~~Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:~~
 - 1. **if the extended price of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and**
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in

connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed

as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. **Payment for materials in storage shall be based on the actual cost of the materials and equipment to Contactor and shall not include any overhead or profit. Documentation warranting Owner has received the materials and equipment free and clear of all Liens will be waived for the material in storage included in the first progress payment. However, proof of payment and clear title must be submitted with Application No. 2 for all material included in Application No. 1. Without such documentation amounts paid per Application No. 1 for materials in storage will be deducted from Application No 2. Beginning with the second application, all payment for materials in storage will require documentation warranting that Owner is receiving the materials free and clear of all liens.**

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. **Retainage may be used by Owner to offset costs for any of the losses enumerated in Paragraphs 15.01.C.6.a through 15.01.C.6.e inclusive, 15.01.E.1.a through 15.01.E.1.i inclusive or 16.02.E. In additions retainage may be used by the Owner to protect against loss from failure of the Contractor to complete necessary work and to offset any liquidated damages due Owner.**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest retainage for the benefit of the Contractor.

4. **Each Application for Payment shall be accompanied by Contractor's updated progress schedule, shop drawing schedule, procurement schedule, and other data specified herein. Owner reserves the right to required submission of certified payroll records by the Contractor.**

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. **The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency (if applicable) for consideration. If both Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provision of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.** ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.~~

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer or Owner does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor. **Contractor shall immediately correct the deficiencies and re-notify the Engineer in writing that the Work is substantially complete.**
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's

risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer **and Owner**, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 - f. **Record documents; and**
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to

recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do

not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00 80 00

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

To the greatest extent possible the modifications to the Standard General Conditions of the Construction Contract (EJCDC 700) have been made electronically in the text of the General Conditions. The modifications are shown in the General Conditions as ~~strikeout~~ for deletions and **bold/underline** for additions. These Supplementary Conditions contain additional “project specific” changes, additions or modifications.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. *Existing in situ material sieve analysis Particle Size Distribution.*

SC-5.06 Add the following subparagraph 5.06.A.1 and 5.06.A.2:

- 1. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. *No known reports for the Site.*

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 *Contractor's Liability Insurance*

Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	<u>\$1,000,000</u>
Bodily injury by disease, each employee	<u>\$1,000,000</u>
Bodily injury/disease aggregate	<u>\$1,000,000</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	<u>\$2,000,000</u>
Products - Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit	<u>\$1,000,000</u>
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4. Excess or Umbrella Liability:

Per Occurrence	<u>\$4,000,000</u>
General Aggregate	<u>\$4,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	<u>NA</u>
General Aggregate	<u>NA</u>

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

a. City of Bethel

b. DOWL

7. Contractor's Professional Liability:

Each Claim	NA
Annual Aggregate	NA

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.12 Safety and Protection

- A. The Contractor is to prepare and maintain a project specific health and safety plan. Health and Safety plan will be subject to review and approval by Engineer and Owner.

ARTICLE 8 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-8.03 Project Representative

- ~~A. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.~~
- ~~1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.~~
 - ~~2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.~~
 - ~~3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.~~
 - ~~4. Liaison:~~
 - ~~a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.~~
 - ~~b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.~~
 - ~~c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~
 - ~~5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.~~

6. ~~Shop Drawings and Samples:~~

- ~~a. Record date of receipt of Samples and Contractor approved Shop Drawings.~~
- ~~b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.~~
- ~~c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.~~

7. ~~Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.~~

8. ~~Review of Work and Rejection of Defective Work:~~

- ~~a. Conduct On-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.~~
- ~~b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.~~

9. ~~Inspections, Tests, and System Start ups:~~

- ~~a. Verify that tests, equipment, and systems start ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.~~
- ~~b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.~~

10. ~~Reports:~~

- ~~a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.~~
- ~~b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- ~~c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.~~

- ~~11. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~
- ~~12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~
- ~~13. Completion:~~
 - ~~a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.~~
 - ~~b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.~~
 - ~~c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.~~

~~C. The RPR shall not:~~

- ~~1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).~~
- ~~2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.~~
- ~~3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.~~
- ~~4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.~~
- ~~5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.~~
- ~~6. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by Engineer.~~
- ~~7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8. Authorize Owner to occupy the Project in whole or in part.~~

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Arbitration

- A.** All matters subject to final resolution under this Article will be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B.** The demand for arbitration will be filed in writing with the other party to the Contract. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C.** No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1.** the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2.** such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D.** The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E.** The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F.** The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - SCOPE OF WORK

1.01 General

The Project consists of constructing **a floodwater detention basin near Chief Eddie Hoffman Highway and Ciullkulek Subdivision Access Road. Approximately 8,810 cubic yards of soil is expected to be excavated.**

PART 2 - PRE-CONSTRUCTION REQUIREMENTS

2.01 NONE

PART 3 - EXTRA OR DISPUTED WORK REPORTS

- 3.01 If payment for work performed is to be based on time and materials, or if a claim is contemplated in which time and material reports would assist in settling the claim, the Contractor shall maintain adequate records on the Daily Report forms available from the Engineer. The reported work shall have the Engineer's and/or Resident Project Representative's signature to indicate his concurrence prior to being submitted to the Engineer or Contract Administrator within 48 hours of the time the work was performed. Concurrence by the Resident Project Representative does not indicate agreement to or authorization of "extra work" or "extra payment" but rather indicates agreement that the work effort recorded during that time period was in fact done.

PART 4 - MATERIAL TESTING AND INSPECTION

4.01 Contractor's Obligation

- A. The Contractor shall obtain and pay for all testing that may be necessary to qualify Contractor-furnished materials for use in the work. This shall include material quality tests, mix designs, equipment and plant calibration, and other similar tests required to qualify Contractor-furnished materials for compliance with the specifications. The Contractor shall submit test results to the Engineer sufficiently in advance of the work so that approval to proceed is received by the Contractor prior to using that material in the work.
- B. Samples of material required for testing shall be furnished by the Contractor.
- C. The Contractor is responsible for coordinating with the Resident Project Representative and requesting all testing, including field testing paid for by the Owner.
- D. The Contractor shall pay for all failing field tests performed to monitor construction control of the materials used in the work.
- E. Payment for failing field tests will be deducted from any amounts due or to become due to the Contractor.

4.02 Owner's Obligation

- A. The Owner will be paying for a Resident Project Representative, if any, to be onsite part-time during the construction.

PART 5 - WEATHER LIMITATIONS

The Contractor shall protect each increment of completed work against detrimental effects due to weather, by approved methods. Any increment of completed work that is damaged by freezing or rain, shall be reconditioned, reshaped, re-compacted, or replaced by the Contractor in conformance with the requirements of this specification without additional cost to the Owner.

The first barge of the year usually arrives in the first week of June.

PART 6 - NOTICE TO BE GIVEN

- 6.01 Contractor shall notify the Engineer's Resident Project Representative at least 24 hours prior to the following:
 - A. Disruptions in water and sewer services
 - B. Testing
- 6.02 Contractor shall notify homeowners in the City Subdivision (and/or on any other existing water circulation loop) at least 48 hours prior to the following:
 - A. Disruptions in water services
 - B. Water line Flushing

PART 7 - LABOR STANDARDS, REPORTING, AND PREVAILING WAGE RATES DETERMINATIONS

- 7.01 The prevailing wage rates of the State of Alaska apply to this contract as do any requirements of the State of Alaska associated with the use of these State prevailing wages.

PART 8 - EXECUTION OF WORK

8.01 Survey Control

Benchmarks, monuments, and baselines shown on the Drawings, shall be used for horizontal and vertical control by the Contractor. Caution shall be used when working near these and other survey monuments so as not to disturb them.

8.02 Disturbing Existing Monuments and Property Corners

Should the Contractor's normal prosecution of work require that he disturb any property corners or survey monuments, he shall re-establish them after completion of the project and at no additional cost to the Owner. All referencing and re-establishment of property corners and survey monuments shall be performed by a Land Surveyor registered in the State of Alaska.

8.03 Construction Survey

All construction survey stakes will be placed by the Contractor, based on the reference points indicated in the Drawings.

PART 9 - AS-BUILTS

9.01 General

The Contractor shall provide the Owner as-built information on all construction. This information will include copies of the Contractor's field survey notes and a set of the Drawings red-lined with as-built information. Items to be as-built by the Contractor, include, but not are limited to, the water main alignments, culverts length and location, service line placement, service boxes, etc.

A. Control

Basis for horizontal control for as-built information shall be the system of stationing shown on the Drawings. All elevations shall be based on the datum used for design.

B. Survey Notes

All field survey notes shall include date, name of surveyor or foreman, and adequate description of TBM's when used. Sketches shall have north arrow and show relationship or ties to stationing control. All notes shall be reduced to show actual elevation at design datum.

END OF SECTION

SECTION 01 00 01**METHOD OF MEASUREMENT AND BASIS OF PAYMENT****PART 1 - GENERAL****1.01 SCOPE**

- A. The method of measurement and basis of payment is described in this section.

1.02 GENERAL

- A. The total bid price for each item of the Contract shall cover all work shown on the Construction Drawings and required by the Specifications and other Contract Documents. All costs in connection with the Work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the lump sum bid prices. No item required by the Contract Documents for the proper and successful completion of the Work will be paid for outside of or in addition to the prices submitted in the bid. All work not specifically set forth as a pay item in the Bid Form included but not limited to reclamation, sodding, topsoil, seed, reinstalling existing signs, replacing construction caused damaged signs, shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the bid prices. Bid prices will also apply to additional similar work that is not shown on the plans that the Engineer may require to be installed during the course of the project.
- B. All work completed under the Contract will be measured by the Engineer according to the United States Standard Measure. A station when used as a definition or term of measurement shall be 100 linear feet measured horizontally, unless otherwise specified.
- C. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to standard engineering practice.
- D. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual items having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Drawings or ordered in writing by the Engineer.
- E. All items which are measured by the linear foot, such as pipe culverts, sewers, curb and gutter or water lines, will be measured parallel to the base or foundations upon which structures are placed, unless otherwise shown on the Drawings.

1.03 ESTIMATED QUANTITIES

- A. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The

basis of payment for work and materials will be by lump sum as indicated. The Contractor shall supply a schedule of values for each lump sum item to be reviewed and approved by the Engineer.

- B. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts herein.
- C. If the Contractor desires to receive payment for materials in storage for any bid item, the Contractor shall provide a breakout of all materials and their actual costs for that bid item. The Contractor shall furnish the Engineer copies of the supplier's invoices relating to the breakout to verify all materials being requested for payment under that bid item. The Contractor shall furnish copies of the required invoices no later than 5 business days before the cut-off-date of each progress payment. Invoices received later than 5 business days before the cutoff date will not be included in that progress payment. Materials in storage will only be paid for major bid items and will not be paid for associated items such as nuts, bolts, glue, gaskets, tools, etc. Materials in storage are Contractor responsibility and Contractor must provide insurance to cover any loss, theft, damage, etc. Quantities to be utilized on the monthly pay request will be based on signed daily quantities.
- D. The following applies to materials in storage; materials in storage will only be allowed on the first, three pay requests received from the Contractor unless otherwise agreed to by the Engineer. Materials in storage must be tied to an actual bid item, and quantities in storage must be removed from the storage quantity as work progresses. All materials in storage will be removed from the pay estimate no later than the sixth pay estimate, for each construction season. Any materials ordered and stored over the winter shall be secured and properly covered in accordance with the material manufactures recommendations and per the Engineer's directions.
- E. Contractor shall develop a form on which to record the percent complete for all lump sum bid items and submit the form at the preconstruction meeting, to the Engineer for approval. At the end of each pay period the Engineer and Contractor must agree on bid schedule values and the percent completion actually installed. A copy signed by the Contractor must be distributed to the Resident Project Representative on a monthly basis 5 days before the monthly pay period ends.

1.04 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

101- Mobilization and Demobilization (Lump Sum)

Payment will be made on a lump sum basis for all Contractor Mobilization and Demobilization efforts.

102- Construction Survey and Record Drawings (Lump Sum)

Payment will be made on a lump sum basis for all work associated with Construction Survey efforts, maintenance of on-site construction record drawings, and submittal of final record

drawings. Preparation of all detailed record drawings in accordance with the specifications will also be paid under this item. 30% of this line item will be withheld until record drawings are submitted and approved by the Resident Project Representative.

103- Excavation (Lump Sum)

Payment will be made on a lump sum basis for all work in accordance with the Contract Drawings, 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications, and Special Provision in Section 203.

104- Seeding (Lump Sum)

Payment will be made on a lump sum basis for all work in accordance with the Contract Drawings, 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications, and Special Provision in Section 618.

105- Storm Water Pollution Prevention Plan (Lump sum)

Payment will be made on a lump sum basis for all work in accordance with the Contract Drawings, 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications, and Special Provision in Section 641.

END OF SECTION 01 00 01

SIGNATURE AND VERIFICATION OF ANTI-COLLUSION

By signing below, I hereby acknowledge the following:

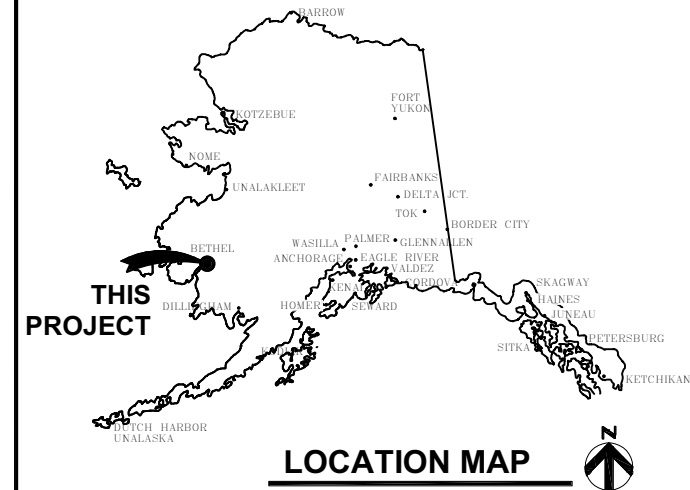
1. Bidder, nor any of their representatives or third party mandated by Bidder, has attempted to contact City representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City Council to influence their decision;
2. Bidder has produced the bid package without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a bid package or to present a bid package that does not comply, directly or indirectly, with specifications contained in the Request for Bids;
3. Neither the bidder nor any of its representatives engaged in discrimination, intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.

Signature

Date

Printed Name

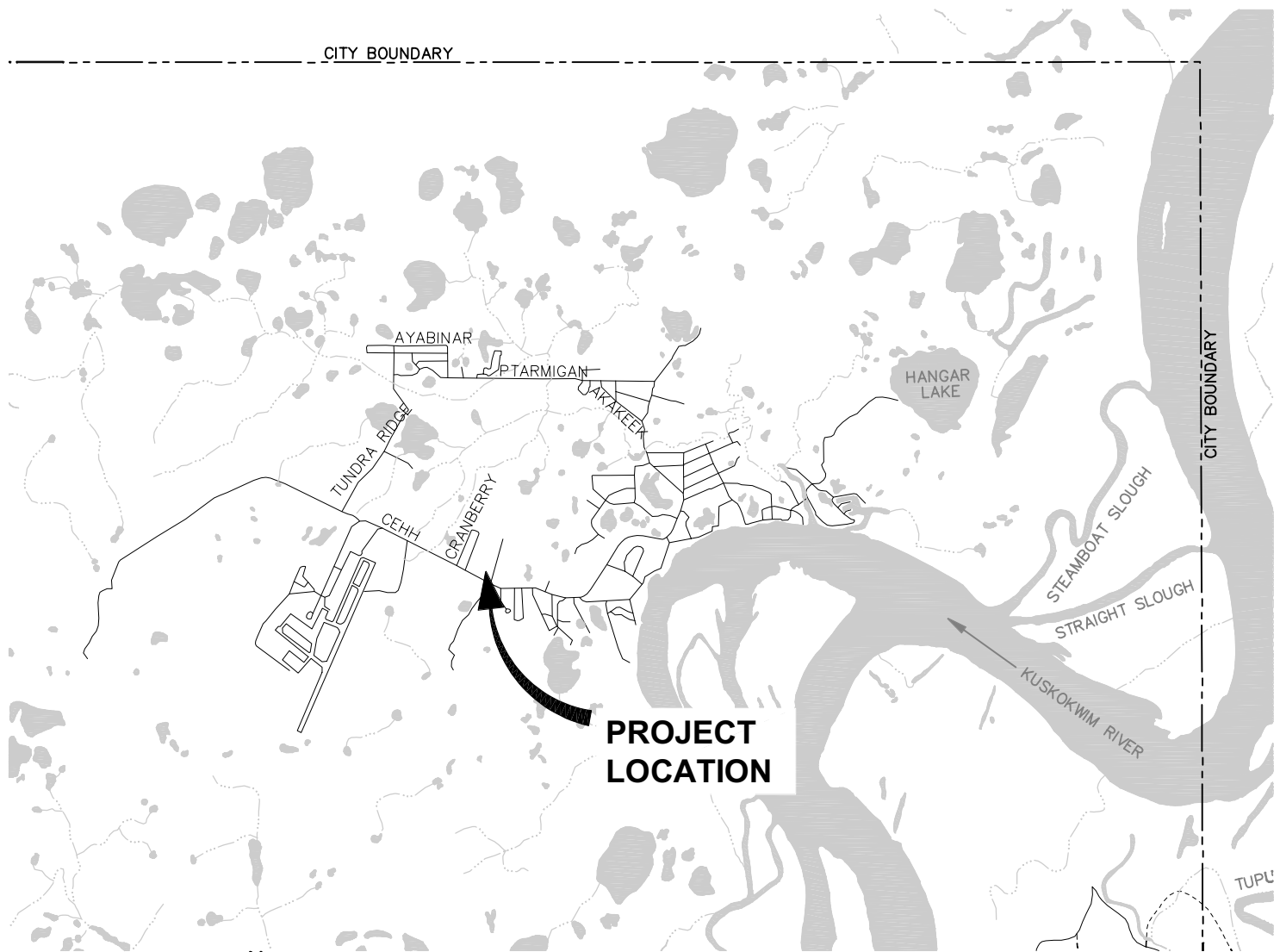
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Contract Drawings For

BETHEL- CEHH DETENTION BASIN DESIGN CHIEF EDDIE HOFFMAN HIGHWAY - MP 1.8 CITY OF BETHEL

SECTION 18, TOWNSHIP 8 NORTH, RANGE 71 WEST, SEWARD MERIDIAN, ALASKA
AUGUST 2022



DRAWING INDEX

- | | |
|---|---|
| 1 | COVER SHEET |
| 2 | SURVEY CONTROL, ESTIMATE OF QUANTITIES, AND GENERAL NOTES |
| 3 | BASIN SITE EXISTING CONDITIONS |
| 4 | GRADING PLAN AND SECTION LOCATIONS |
| 5 | PROPOSED BASIN PROFILE |
| 6 | PROPOSED BASIN CROSS SECTIONS 1 |
| 7 | PROPOSED BASIN CROSS SECTIONS 2 |
| 8 | REVEGETATION PLAN |

100% DESIGN

PREPARED BY:



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SURVEY CONTROL NOTES

HORIZONTAL CONTROL:
COORDINATES ARE ON A LOCAL GROUND BASED COORDINATE SYSTEM.

TO CONVERT LOCAL COORDINATES TO NAD83(2011)(2010.0000) ALASKA STATE PLANE, ZONE 7 (ASPZ-7) US FEET COORDINATES: TRANSLATE USING +2,384,040.19598 N, +1,631,742.86961 E; AND SCALE USING 0.99992579.

VERTICAL CONTROL:
ELEVATIONS ARE BASED ON A LOCAL MEAN LOWER LOW WATER DATUM EXPRESSED IN U.S. FEET. THE BASIS OF ELEVATIONS IS BENCHMARK "TIDAL NO. 6" HAVING A VALUE OF 19.97 FEET AND BENCHMARK "TIDAL NO. 7" HAVING A VALUE OF 25.57 FEET.

TO CONVERT FROM NAVD88(GEOID12B) TO MLLW, SUBTRACT 8.38 FEET.

UTILITY NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
551	96062.47	37082.82	124.46	FD.CORS.ARP.BET1 CORS
744	100694.10	48743.28	12.72	FD.ALMON
756	99120.34	49307.41	23.53	FD.AC
767	98282.11	50247.58	24.73	FD.RBR
801	99253.38	49060.75	15.68	FD.SS ROD
901	100000.00	50000.00	4.61	FD.BLM
501	102499.57	40026.52	33.99	FD.ALMON.RCM1.7
502	94858.82	46648.45	49.39	FD.ALMON.RCM1.95



ESTIMATE OF QUANTITIES				
ITEM NO.	ITEM DESCRIPTION	PAY UNIT	QUANTITY	UNIT
203.0019.0000	UNCLASSIFIED EXCAVATION	LUMP SUM	8610	CUBIC YARD
618.0005.0000	SEEDING	LUMP SUM	107	POUND
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	ALL REQUIRED	ALL REQUIRED

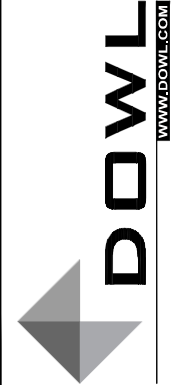
GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL SITE FEATURES. IF THE CONTRACTOR DISCOVERS CONDITIONS OTHER THAN THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE.
2. COORDINATE CONSTRUCTION STAGING AND MOBILIZATION AREAS AND ACTIVITIES WITH OWNER'S REPRESENTATIVE. COORDINATION WITH DOT&PF LOCAL M&O IS REQUIRED FOR CONCURRENCE.
3. PLANS MAY NOT SHOW ALL EXISTING UTILITIES ON SITE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES BEFORE CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AND SHALL EXERCISE CAUTION DURING CONSTRUCTION.
5. COORDINATE WITH OTHER CONTRACTORS WHO MAY BE PRESENT.
6. EXERCISE CAUTION AND COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS WHILE OPERATING EXCAVATION EQUIPMENT.
7. ALL VEGETATION IN THE AREAS NOT AFFECTED BY WORK SHALL BE PRESERVED AND PROTECTED BY THE CONTRACTOR. RESEED ALL DISTURBED AREAS.

BETHEL CEHH DET. BASIN DESIGN
SURVEY CONTROL, ESTIMATE OF
QUANTITIES, AND GENERAL NOTES

PROJECT 1528.50207.01
DATE AUGUST 2022

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SHEET
2 OF 8

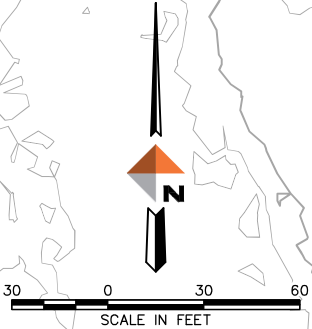


REVISIONS		DESCRIPTION	BY
REV	DATE		

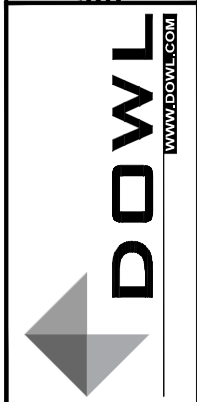
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GENERAL NOTES:

1. SURVEY OF PROJECT AREA WAS COMPLETED DECEMBER, 2020.



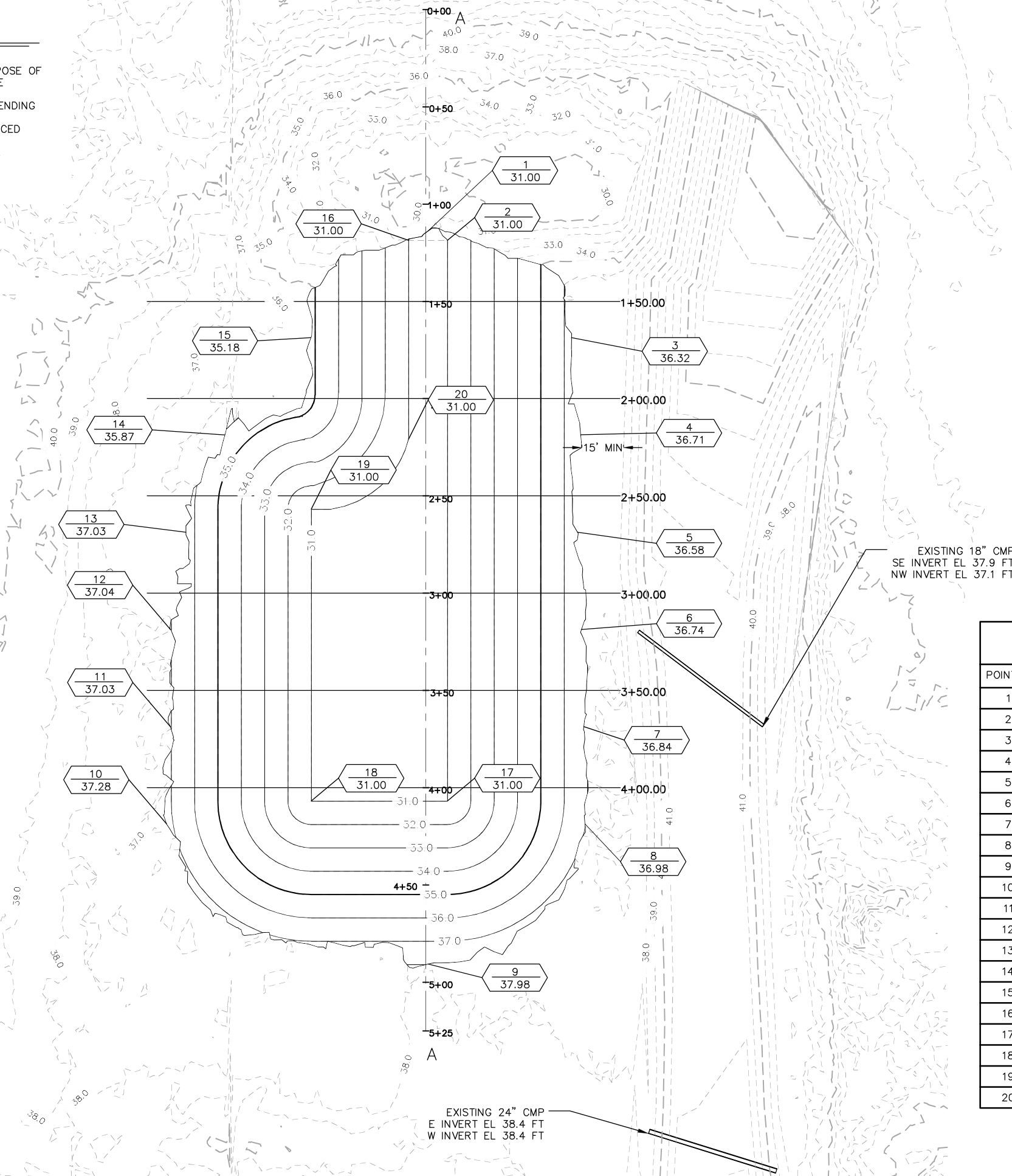
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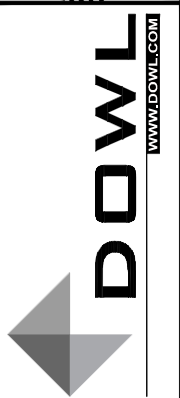
BETHEL CEHH DET. BASIN DESIGN
BASIN SITE EXISTING CONDITIONS

PROJECT	1528.50207.01
DATE	AUGUST 2022
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SHEET	
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1. EXCAVATED MATERIAL IS OWNED BY THE CITY OF BETHEL DISPOSE OF EXCAVATED MATERIAL ON CITY PROPERTY AS DIRECTED BY THE ENGINEER OR CITY.
2. GRADE PLACED MATERIAL TO PROVIDE NATURAL CONTOURS BLENDING WITH EXISTING TERRAIN CONTOURS.
3. ALL EXCAVATED MATERIAL TO BE REMOVED FROM SITE OR PLACED ABOVE ELEVATION 40.5FT.
4. DESIGN GRADING CONTOURS ARE SHOWN IN 1 FOOT INTERVALS.



GRADING SCHEDULE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	95826.23	44644.59	31.00	CREST
2	95821.43	44654.61	31.00	TOE
3	95771.42	44718.41	36.32	CREST
4	95721.45	44723.09	36.71	CREST
5	95671.42	44721.57	36.58	CREST
6	95621.42	44723.45	36.74	CREST
7	95571.42	44724.69	36.84	CREST
8	95521.42	44725.37	36.98	CREST
9	95449.46	44644.61	37.98	CREST
10	95521.42	44510.21	37.28	CREST
11	95571.42	44512.21	37.03	CREST
12	95621.45	44512.15	37.04	CREST
13	95671.41	44520.11	36.38	CREST
14	95721.42	44540.13	35.87	CREST
15	95771.41	44584.46	35.18	CREST
16	95821.41	44634.61	31.00	TOE
17	95533.24	44654.61	31.00	TOE
18	95533.24	44584.61	31.00	TOE
19	95683.24	44584.61	31.00	TOE
20	95719.24	44634.60	31.00	TOE

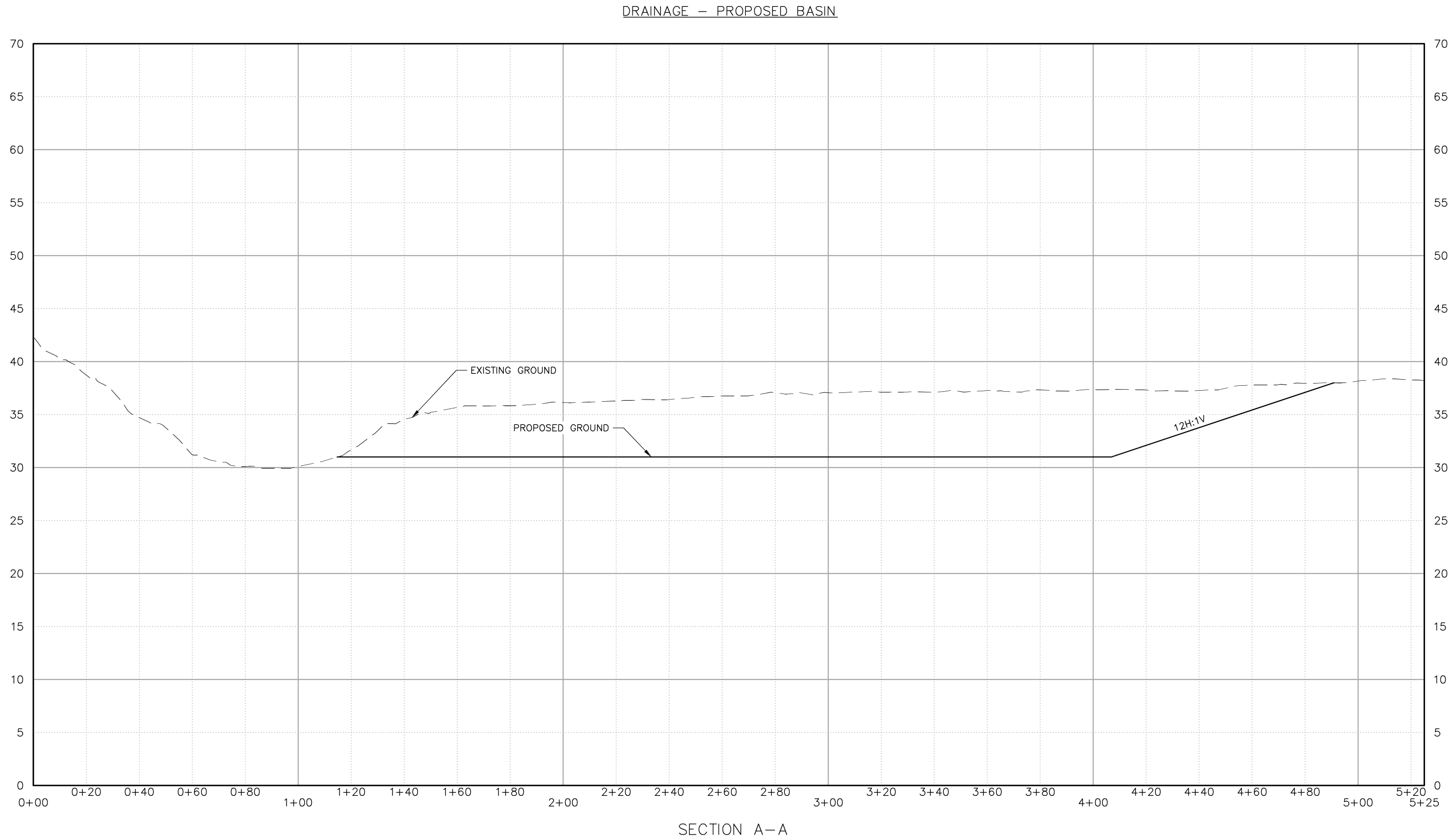
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BETHEL CEHH DET. BASIN DESIGN
GRADING PLAN AND SECTION LOCATIONS

PROJECT	1528.50207.01
DATE	AUGUST 2022

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REV	DATE	

BETHEL CEHH DET. BASIN DESIGN
PROPOSED BASIN PROFILE

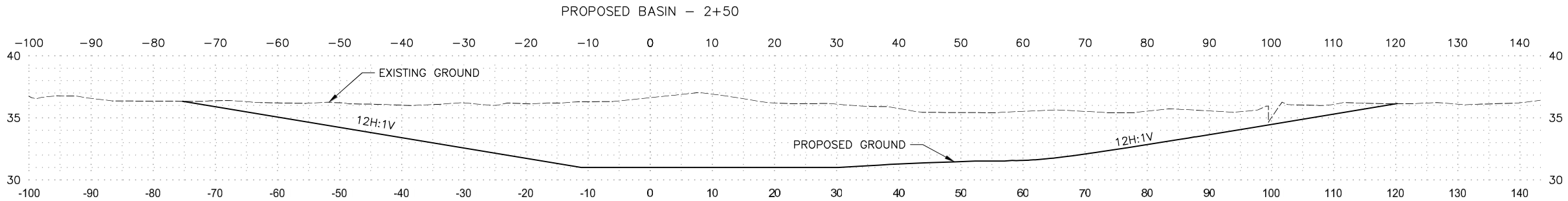
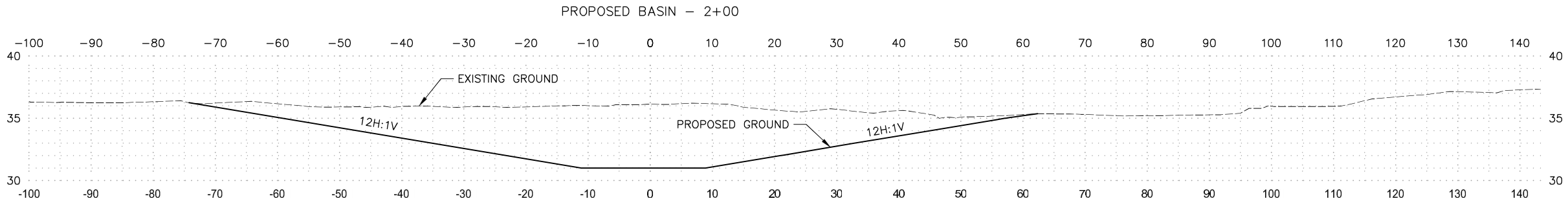
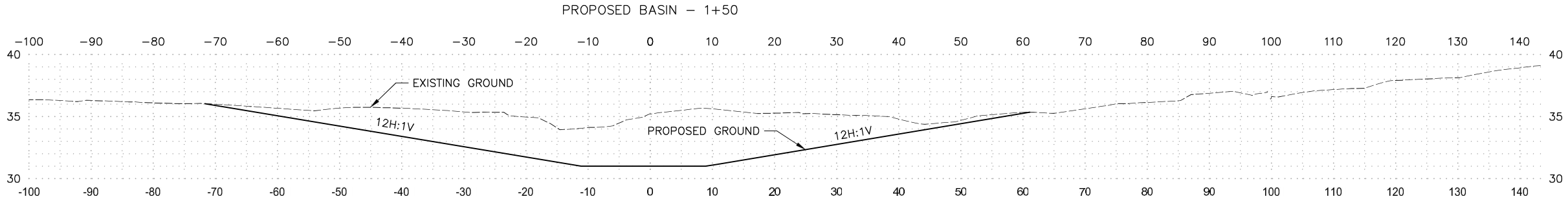
PROJECT 1528.50207.01
DATE AUGUST 2022

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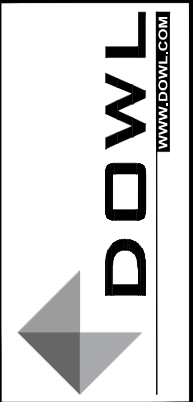
5 OF 8

BETHEL, ALASKA

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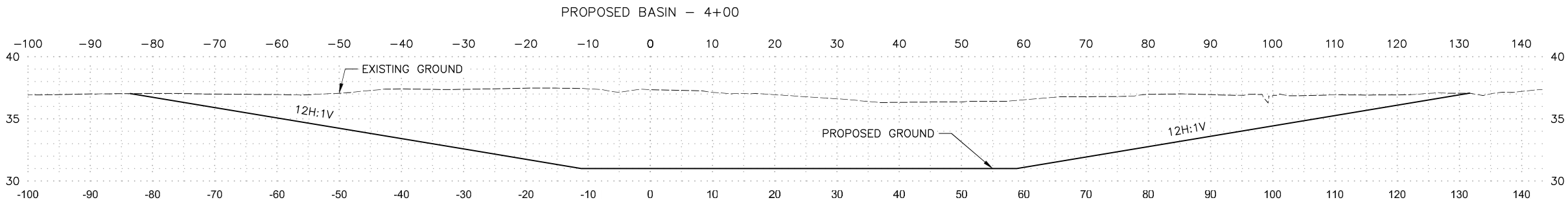
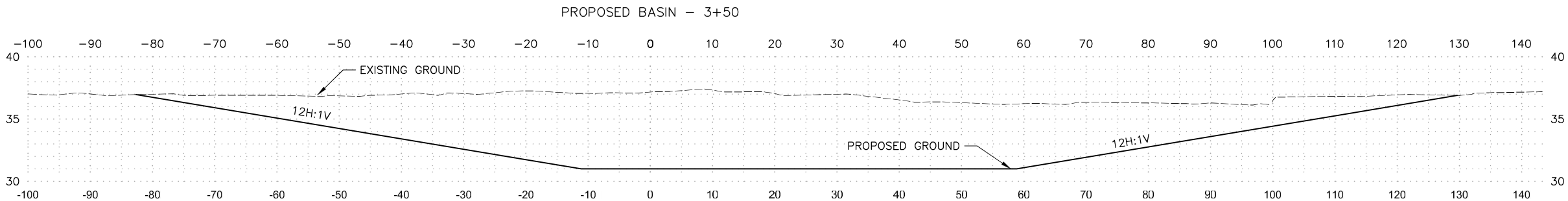
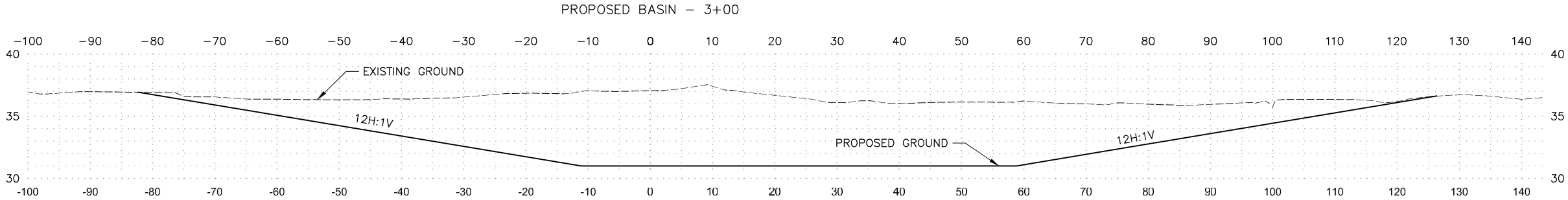
REVISIONS		BY
REV	DESCRIPTION	DATE



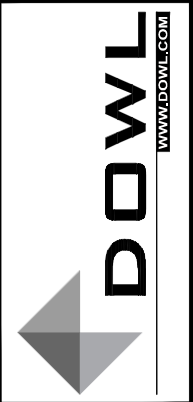
BETHEL CEHH DET. BASIN DESIGN
PROPOSED BASIN CROSS SECTIONS 1

PROJECT	1528.50207.01
DATE	AUGUST 2022
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REVISIONS		BY
REV	DATE	DESCRIPTION



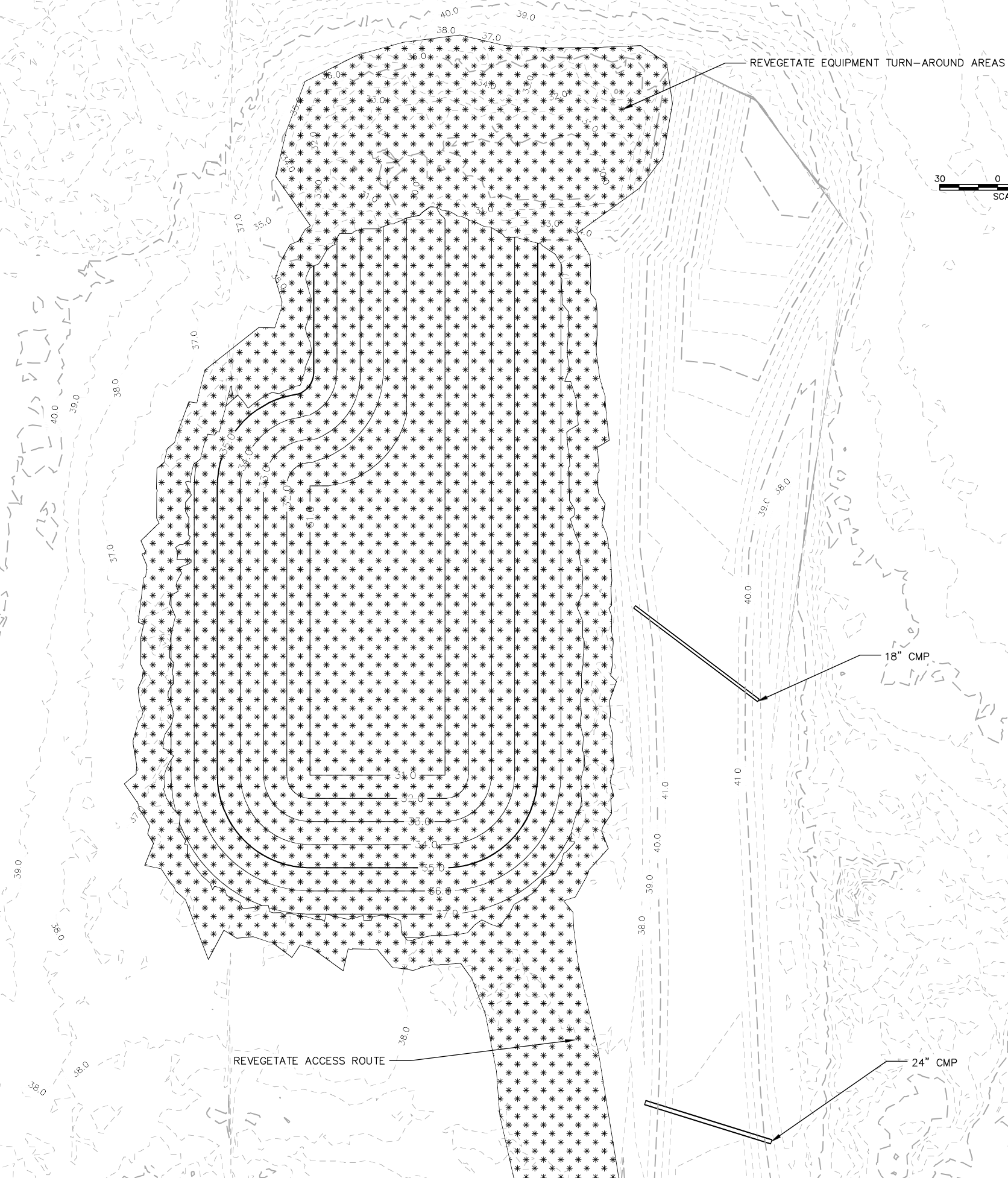
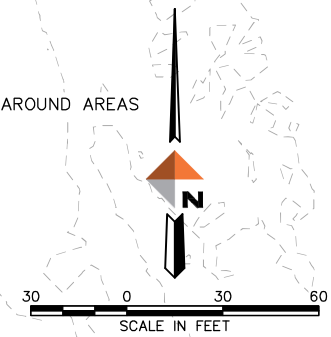
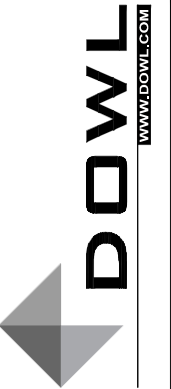
BETHEL CEHH DET. BASIN DESIGN
PROPOSED BASIN CROSS SECTIONS 2

PROJECT	1528.50207.01
DATE	AUGUST 2022
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SHEET	
7 OF 8	

1. PROOF ROLL AND ROUGHEN SURFACE USING TRACK EQUIPMENT OR RAKING PRIOR TO APPLYING SEED.
2. APPLY APPROVED SEED MIX AT A RATE OF 40 POUNDS (DRY SEED WEIGHT) PER ACRE.
3. APPLY SEED MIX IN ALL DISTURBED OR EXCAVATED AREAS
4. WATER ALL SEEDED AREAS.

SEED MIX	
CATEGORY 1	
80-90% OF AT LEAST TWO TYPES	ARCTARED RED FESCUE
	NORCOAST BERING HAIRGRASS
	NORTRAN TUFTED HAIRGRASS
	GRUENING ALPINE BLUEGRASS
CATEGORY 2	
10-20% OF AT LEAST 1 TYPE	KENAI POLARGRASS
	TUNDRA GLAUCOUS BLUEGRASS
	ALYESKA POLARGRASS
	SOURDOUGH BLUEJOINT REEDGRASS

AREA TO BE SEEDED

[illegible]

BETHEL CEHH DET. BASIN DESIGN
REVEGETATION PLAN

BETHEL, ALASKA

PROJECT 1528.50207.01
DATE AUGUST 2022

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SHEET

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**CITY OF BETHEL CHIEF EDDIE HOFFMAN HIGHWAY MILE POST 1.8
RETENTION BASIN CONSTRUCTION**

BETHEL, ALASKA

PROJECT SPECIFICATIONS & SPECIAL PROVISIONS

All material specification and work provided by the Contractor shall conform to the 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications and Standard Details for Highway Construction, including the most current Statewide Special Provisions (Effective January 1, 2020) published by DOT&PF. Project specific special provisions to the DOT&PF standard specifications are detailed in the following sections. The requirements contained in these specifications are hereby made a part of this solicitation and any resultant contract.

Copies of the DOT&PF Standard Specifications are available from:

State of Alaska Department of Transportation and Public Facilities
Statewide Design and Engineering Services Division
3132 Channel Drive, P.O. Box 112500, Juneau, AK 99811-2500
Phone: (907) 465-6951
Fax: (907) 465-5240
Or online at: <https://dot.alaska.gov/stwddes/dcspsecs/assets/pdf/hwyspecs/sshc2020.pdf>

PROJECT SPECIAL PROVISIONS LIST

Section 101	DEFINITIONS AND TERMS
Section 203	EXCAVATION AND EMBANKMENT
Section 305	STOCKPILED MATERIAL
Section 618	SEEDING
Section 641	EROSION, SEDIMENT, AND POLLUTION CONTROL

**SECTION 101
DEFINITIONS AND TERMS**

101-1.03 DEFINITIONS. *Replace the following:*

DEPARTMENT. The City of Bethel.

All references made to 'The Department' within the Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications and Standard Details for Highway Construction shall refer to the City of Bethel.

**SECTION 203
EXCAVATION AND EMBANKMENT**

203-3.06 COMPACTION BY PROOF ROLLING. *Add the following:* Proof-roll or machine track the ground surface of excavated and disturbed areas prior to applying vegetative cover. Omit proof rolling only if approved by the Engineer and if necessary, to prevent liquefaction of surface soils.

**SECTION 305
STOCKPILED MATERIAL**

Special Provisions

305-1.01 DESCRIPTION. *Delete this subsection in its entirety and replace with the following:*
Place excavated material at a designated stockpile location adjacent to a stabilized site entrance that is accessible to standard dump trucks. Excavated material will be transported offsite by the Contactor to the City landfill, or other location as approved by the Engineer.

SECTION 618 SEEDING

Special Provisions

618-1.01 DESCRIPTION. *Delete this subsection in its entirety and replace with the following:*
Seed all disturbed areas as directed by the Engineer. Track the soil and apply seed and water. Provide a living ground cover on slopes as soon as possible

618-2.01 MATERIALS. *Add the following:*

Contractor shall propose a seed mix conforming to the Alaska Revegetation Manual. A table of acceptable seed types is provided below. Contractor shall provide a proposed seed mix conforming to the table and describe their source in bid documents.

Soil	Silty Sand (SM)
Soil Moisture	Hydric to Mesic
Application Rate	40 pounds per acre
Category 1	
80 – 90% of at least 2 types	Arctared red fescue
	Norcoast Bering hairgrass
	Nortran tufted hairgrass
	Gruening alpine bluegrass
Category 2	
10-20% of at least 1 type	Kenai polargrass
	Tundra glaucous bluegrass
	Alyeska polargrass
	Sourdough bluejoint reedgrass

618-3.01 SOIL PREPARATION. *Add the following:*

Apply seed as detailed in subsection 618-3.03 immediately after the shaping of slopes. Complete slope preparation as soon as final grade on slopes is achieved.

SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL

Special Provisions

641-1.03 PLAN AND PERMIT SUBMITTALS. *Add the following:*

Partial and incomplete submittals will not be accepted for review. Any submittal that is resubmitted or revised after submission, but before the review is completed, will restart the submittal review timeline. No additional Contract time or additional compensation will be allowed due to delays caused by partial or incomplete submittals or required re-submittals.

Storm Water Pollution Prevention Plan. Contractor shall submit an electronic copy of the SWPPP to the Engineer and the City of Bethel for approval. Deliver these documents at least 21 days before beginning Construction Activity.

The Engineer will review the SWPPP submittals within 7 days after they are received. Submittals will be returned to the Contractor and marked as either “rejected” with reasons listed or as “approved” by the Engineer. When the submittal is rejected, the Contractor must revise and resubmit the SWPPP. The 7-day review period will restart when the Contractor resubmits an electronic copy of the revised SWPPP to the Engineer for approval.

After the SWPPP is approved by the Engineer, the Contractor must sign and certify the approved SWPPP.

General Construction Permit (GCP) Coverage

The contractor is responsible for permitting of Contractor and subcontractor Construction Activities related to the Project.

After Engineer approval of the SWPPP and prior to beginning Construction Activity, the Contractor shall submit an eNOI with the required fee to Alaska Department of Environmental Conservation (ADEC) for coverage under the GCP. Submit a copy of the signed eNOI and ADEC’s written acknowledgement to the Engineer as soon as practicable and no later than three days after filing the eNOI or receiving written response. Do not begin Construction Activity until the conditions listed in Subsection 641-3.01.1 are completed.

Procedures for filing GCP documents are described here:

<https://dec.alaska.gov/water/wastewater/stormwater/construction>



Client: DOWL
Project: Bethel CEHH H&H Analysis
Work Order: 1020

Particle Size Distribution

ASTM D6913

Location: TP#1

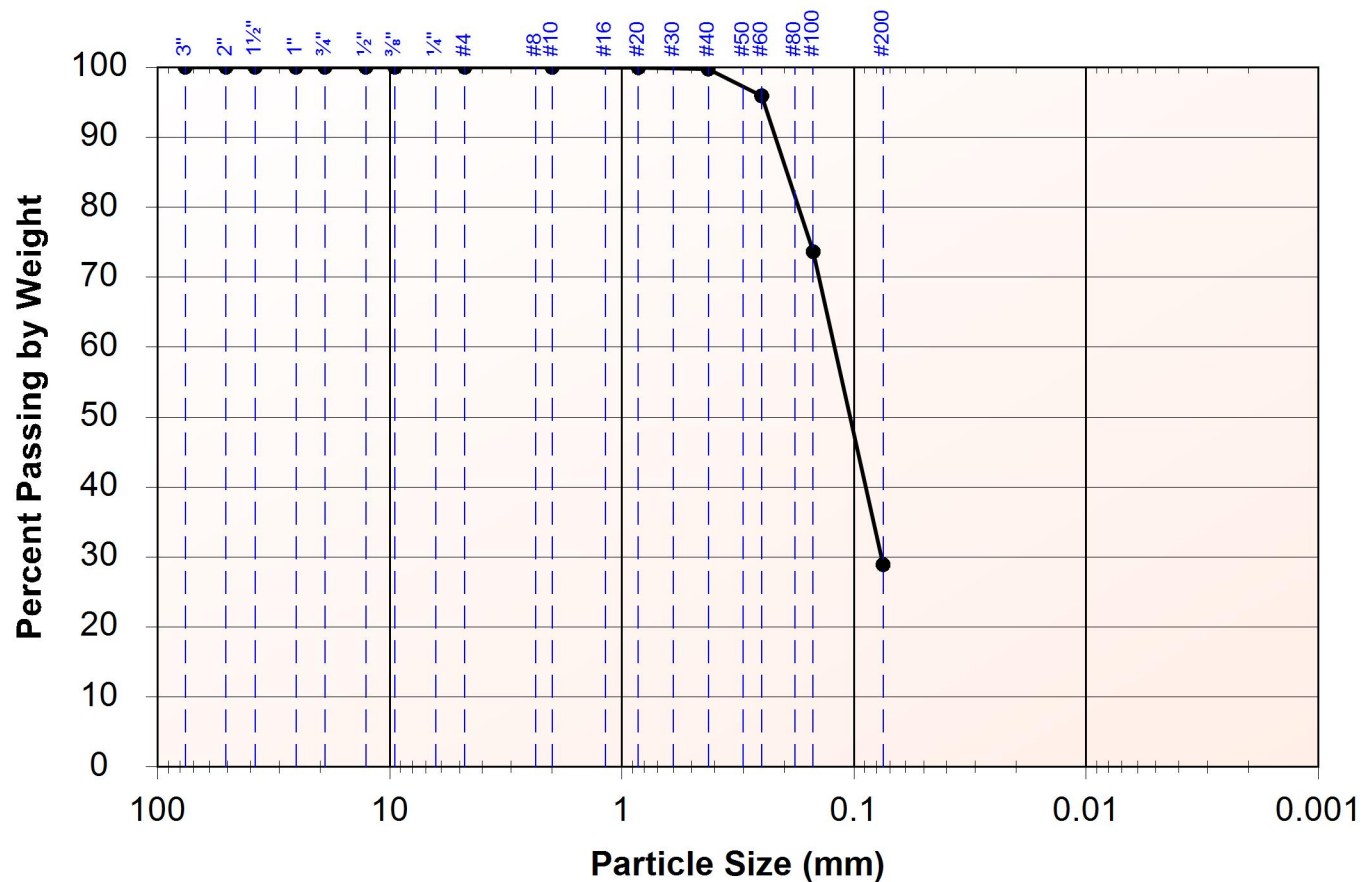
Lab Number 2020-1390

Received 10/19/2020

Reported 10/20/2020

Engineering Classification: Silty Sand, SM

Frost Classification: Not Measured



Size	Passing	Specification
3"	100%	
2"	100%	
1 1/2"	100%	
1"	100%	
3/4"	100%	
1/2"	100%	
3/8"	100%	
#4	100%	
Total Weight of Sample 500.7g		
#10	100%	
#20	100%	
#40	100%	
#60	96%	
#100	74%	
#200	28.9%	
Total Weight of Fine Fraction 500.7g		



Client: DOWL
 Project: Bethel CEHH H&H Analysis
 Work Order: 1020

Particle Size Distribution

ASTM D6913

Location: TP#2

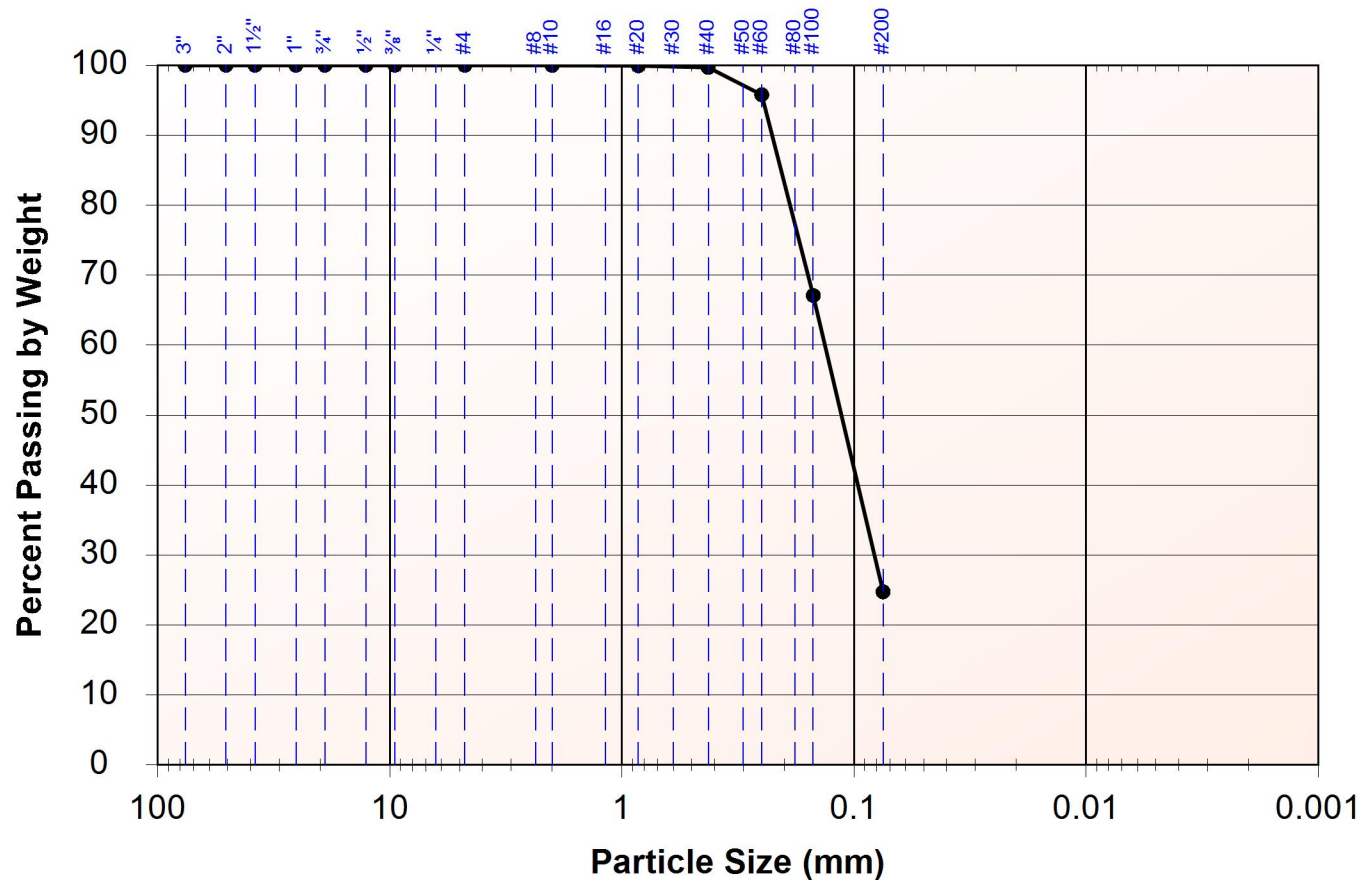
Lab Number 2020-1391

Received 10/19/2020

Reported 10/20/2020

Engineering Classification: Silty Sand, SM

Frost Classification: Not Measured



Size	Passing	Specification
3"	100%	
2"	100%	
1 1/2"	100%	
1"	100%	
3/4"	100%	
1/2"	100%	
3/8"	100%	
#4	100%	
Total Weight of Sample 704g		
#10	100%	
#20	100%	
#40	100%	
#60	96%	
#100	67%	
#200	24.7%	
Total Weight of Fine Fraction 703.8g		



Client: DOWL
 Project: Bethel CEHH H&H Analysis
 Work Order: 1020

Particle Size Distribution

ASTM D6913

Location: TP#3

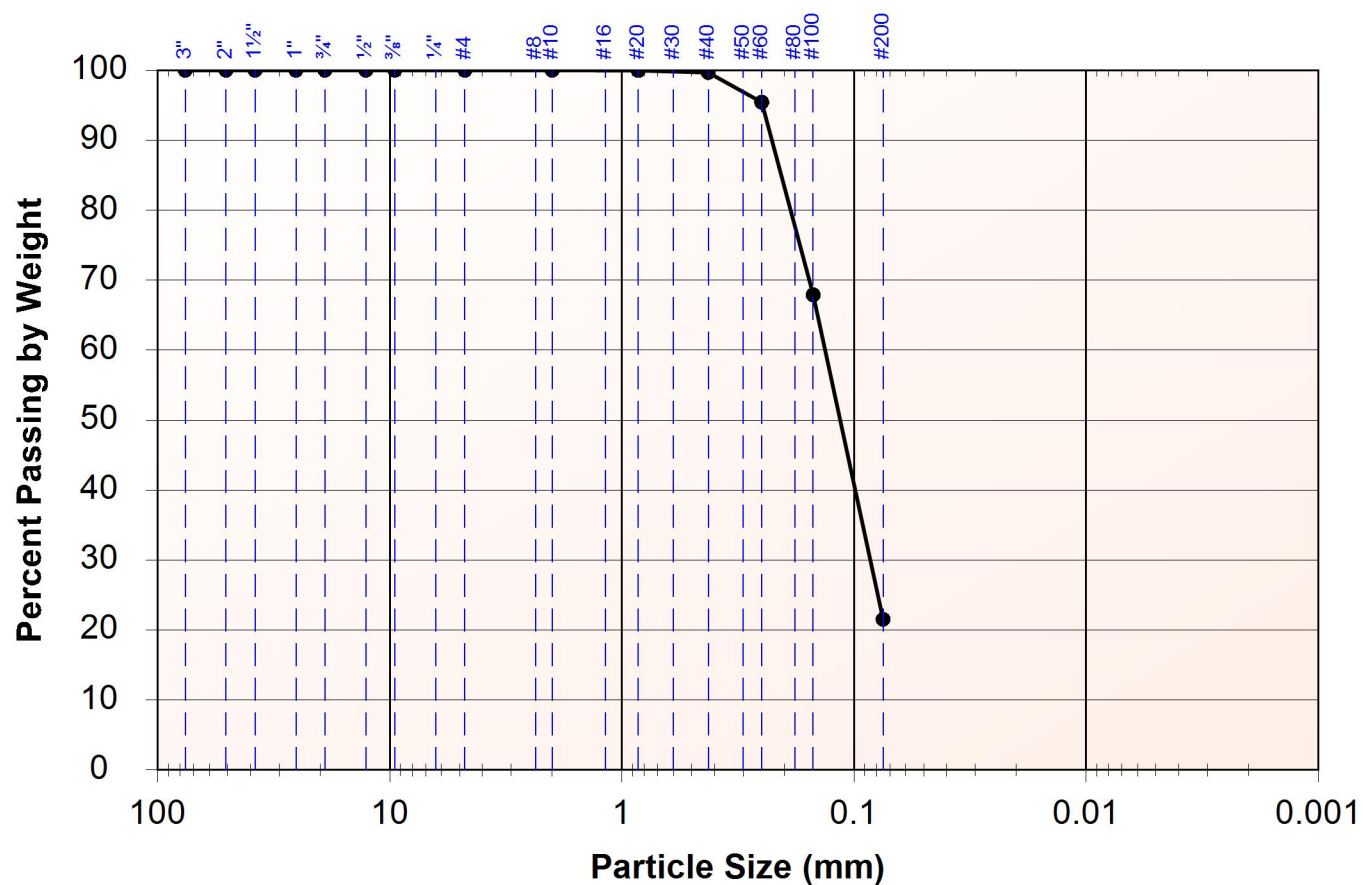
Lab Number 2020-1392

Received 10/19/2020

Reported 10/20/2020

Engineering Classification: Silty Sand, SM

Frost Classification: Not Measured



Size	Passing	Specification
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3"	100%	
2"	100%	
1½"	100%	
1"	100%	
¾"	100%	
½"	100%	
⅜"	100%	
#4	100%	

Total Weight of Sample 524.9g

#10	100%	
#20	100%	
#40	100%	
#60	95%	
#100	68%	
#200	21.5%	

Total Weight of Fine Fraction 524.9g

City of Bethel Information Memorandum

Information Memo No.	IM 23- 08		
Date introduced:	May, 9 2023	Introduced by:	Peter A. Williams, City Manager
Amended actions:			
Confirmed by:			

Title: Presentation of the City's Water & Sewer Services Expenditures Compared to Budget for April 2023 – Utilities Maintenance – Water & Wastewater Activity Report.

Attachment(s): (1) April 2023 – Utilities Maintenance – Water & Wastewater Activity Report, and (2) City of Bethel Water & Sewer Services Expenditures Compared to Budget for April 2023.

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

Summary Statement

The attached financial report contains data for the month of April 2023. The information contained therein, and the contents of the Water & Wastewater Activity Report are distributed to Bethel City Council members for their review. This information Memorandum documents the dissemination of this report to Bethel City Council members, as required by the Alaska Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs, in their administration of the Best Practices protocol.

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



City of Bethel - Public Works Department

Utilities Maintenance Activity Report

FY23 - July 2022 to Apr 2023

Public Works Director - William Arnold

City Sub Water Treatment Plant

Bethel Heights Water Treatment Plant

	Water				Chemical Usage				Water				Chemical Usage		
	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	Backwash Usage (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)	Disodium Phosphate (lbs)	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	School Water (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)
July	3,583,255	1,070,000	1,405,963	566,000	836	10,710	183	56	2,787,295	1,107,700	4,117,809	21,240	600	4,870	100
August	3,635,703	1,317,000	1,407,929	496,000	1,000	11,890	191	88	2,875,535	857,800	4,646,123	154,940	750	5,770	112
September	3,599,392	1,209,000	1,585,472	501,000	800	10,890	170	88	2,663,458	964,200	4,043,672	205,161	600	4,100	98
October	4,386,204	1,246,000	1,981,174	724,000	1,120	14,715	191	77	2,827,715	902,490	4,563,895	117,980	580	4,790	83
November	3,681,908	1,130,000	1,367,339	650,000	700	9,666	152	57	3,170,119	919,680	5,994,123	138,199	825	6,250	74
December	4,658,797	1,419,000	1,716,190	835,000	845	11,740	122	117	4,386,451	794,260	8,708,353	113,460	915	5,990	94
January	4,646,494	1,278,000	1,832,960	1,458,000	1,410	11,466	270	163	4,476,494	558,370	9,177,147	84,290	1,295	5,250	144
February	4,282,854	1,370,000	1,720,734	639,000	800	10,710	189	140	5,105,753	480,700	7,420,037	110,680	1,145	8,140	174
March	4,450,006	1,353,000	1,851,974	619,000	1,000	12,420	210	150	6,382,745	833,820	6,038,582	141,430	1,580	8,200	184
April	4,352,666	1,329,000	1,682,059	571,000	1,000	9,090	202	113	4,678,530	707,700	4,568,337	133,330	1,400	7,140	101
May	0	0	0	0	0	0	0	0	260,044	33,700	327,472	4,600	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fiscal Year to Date	41,277,279	12,721,000	16,551,794	7,059,000	9,511	113,297	1,881	1,049	39,614,139	8,160,420	59,605,550	1,225,310	9,690	60,500	1,164

Bethel Heights WTP	Monthly water logs to ADEC.
City Sub WTP	Safety Meetings. Monthly water logs to ADEC. Both Total Coliform samples sent for analysis. Minor plant repairs. Dilaing in chemical rates for higher quality of water.
Sewer Lagoon	No Activity in Winter Months.
Piped Water & Sewer	13 alarms on residential lift stations were responded to. Multiple issues with grinder pumps, and float systems. Monthly meter reading and service connections were completed. Clean up and organization of shops and vehicles. 13 residential lift station repairs. Tundra Center lift station still in dire need of repairs/ replacement. Currently, lift station is not functioning at full capacity/ has required creativity to modify pump to continue to operate. Mixing up main lift station by hand with soap to prevent matt build up leveling activities on low-flow and plugged sewer lines The few flushing activities that have required longer than 16 hours of work have been handled by rotating men on rest. Utility Maintenance has 3 vacant staff workers still short staffed
Other	

Prepared by - Water/Wastewater Utilities

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER</u>					
510-42-4201 SOA - JURY DUTY REIMB.	200.00	200.00	.00	(200.00)	.0
510-42-4384 CONTRACT WATER	10,663.64	10,663.64	14,214.00	3,550.36	75.0
510-42-4386 METERED PIPED WATER COMM.	656,747.98	656,747.98	930,234.00	273,486.02	70.6
510-42-4387 UNMETERED PIPED WTR RESID	723,655.62	723,655.62	924,418.00	200,762.38	78.3
510-42-4389 PUMPHOUSE WATER	19,297.75	19,297.75	23,467.00	4,169.25	82.2
510-42-4390 TRUCKED WATER	2,370,889.12	2,370,889.12	3,209,970.00	839,080.88	73.9
TOTAL WATER	3,781,454.11	3,781,454.11	5,102,303.00	1,320,848.89	74.1
<u>SEWER</u>					
510-43-4384 CONTRACT SEWER	22,373.71	22,373.71	13,917.00	(8,456.71)	160.8
510-43-4386 METERED PIPED SEWER COMM.	398,984.61	398,984.61	560,695.00	161,710.39	71.2
510-43-4387 UNMETERED PIPED SEWER RES	213,797.29	213,797.29	271,471.00	57,673.71	78.8
510-43-4390 TRUCKED SEWER (EVAC/HB)	1,352,097.78	1,352,097.78	1,816,269.00	464,171.22	74.4
TOTAL SEWER	1,987,253.39	1,987,253.39	2,662,352.00	675,098.61	74.6
<u>MISCELLANEOUS</u>					
510-45-4392 WATER SUBSCRIPTION FEES	153,456.44	153,456.44	197,063.00	43,606.56	77.9
510-45-4393 SEWER SUBSCRIPTION FEES	163,191.18	163,191.18	207,707.00	44,515.82	78.6
510-45-4394 RECONNECT FEES	.00	.00	1,500.00	1,500.00	.0
510-45-4429 SENIOR DISCOUNT	(40,771.29)	(40,771.29)	(52,000.00)	(11,228.71)	(78.4)
510-45-4430 NSF CHECKS AND FEES	25.00	25.00	110.00	85.00	22.7
510-45-4520 UTILITY INSPECTION FEES	.00	.00	2,500.00	2,500.00	.0
510-45-4523 UTILITY PENALTY/INTEREST	49,916.20	49,916.20	73,000.00	23,083.80	68.4
510-45-4590 INVESTMENT INCOME	48,481.58	48,481.58	16,000.00	(32,481.58)	303.0
TOTAL MISCELLANEOUS	374,299.11	374,299.11	445,880.00	71,580.89	84.0
<u>MISCELLANEOUS</u>					
510-49-4427 INS CLAIM RECOVERY FOR PY	145,154.00	145,154.00	.00	(145,154.00)	.0
510-49-4439 MISCELLANEOUS INCOME	16,631.00	16,631.00	3,500.00	(13,131.00)	475.2
510-49-6532 CASH OVER/SHORT	1.22	1.22	(600.00)	(601.22)	.2
TOTAL MISCELLANEOUS	161,786.22	161,786.22	2,900.00	(158,886.22)	5578.8
TOTAL FUND REVENUE	6,304,792.83	6,304,792.83	8,213,435.00	1,908,642.17	76.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
510-80-6000 SALARIES	10,658.58	10,658.58	116,984.00	106,325.42	9.1
510-80-6010 OVERTIME	17.81	17.81	5,000.00	4,982.19	.4
510-80-6022 HOLIDAY PAY	253.38	253.38	.00	(253.38)	.0
510-80-6023 LEAVE CASHOUT	.00	.00	5,707.00	5,707.00	.0
510-80-6031 PAYABLE MEDICARE FICA	157.50	157.50	1,769.00	1,611.50	8.9
510-80-6032 UNEMPLOYMENT	.00	.00	2,171.00	2,171.00	.0
510-80-6033 WORKERS' COMPENSATION	158.90	158.90	3,151.00	2,992.10	5.0
510-80-6034 PERS	2,404.55	2,404.55	26,837.00	24,432.45	9.0
510-80-6040 EMPLOYEE GROUP BENEFITS	36.41	36.41	31,785.00	31,748.59	.1
510-80-6041 UTILITY BENEFIT	421.02	421.02	5,700.00	5,278.98	7.4
510-80-6060 TRAVEL/TRAINING	.00	.00	4,500.00	4,500.00	.0
510-80-6100 SUPPLIES	182.12	182.12	3,500.00	3,317.88	5.2
510-80-6200 MINOR EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
510-80-6400 INSURANCE	774.71	774.71	12,542.00	11,767.29	6.2
510-80-6506 POSTAGE	9,979.68	9,979.68	15,000.00	5,020.32	66.5
510-80-6531 BANK CHARGES	43,046.59	43,046.59	40,000.00	(3,046.59)	107.6
510-80-6539 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
510-80-6710 ADMIN OVERHEAD-GF	31,008.74	31,008.74	23,598.00	(7,410.74)	131.4
510-80-6711 ADMIN OVERHEAD-IT SVCS	14,298.02	14,298.02	33,260.00	18,961.98	43.0
510-80-9649 ONLINE BILL PAY	.00	.00	4,500.00	4,500.00	.0
 TOTAL UTILITY BILLING	 113,398.01	 113,398.01	 341,504.00	 228,105.99	 33.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED WATER</u>					
510-81-6000 SALARIES	321,919.69	321,919.69	513,607.00	191,687.31	62.7
510-81-6010 OVERTIME	181,435.72	181,435.72	150,000.00	(31,435.72)	121.0
510-81-6022 HOLIDAY PAY	8,873.47	8,873.47	.00	(8,873.47)	.0
510-81-6023 LEAVE CASHOUT	22,693.43	22,693.43	50,879.00	28,185.57	44.6
510-81-6030 SOCIAL SECURITY EXPENSE	20,336.47	20,336.47	7,470.00	(12,866.47)	272.2
510-81-6031 PAYABLE MEDICARE FICA	7,718.66	7,718.66	9,806.00	2,087.34	78.7
510-81-6032 UNEMPLOYMENT	(1,901.88)	(1,901.88)	12,038.00	13,939.88	(15.8)
510-81-6033 WORKERS' COMPENSATION	8,209.31	8,209.31	17,470.00	9,260.69	47.0
510-81-6034 PERS	44,170.83	44,170.83	148,782.00	104,611.17	29.7
510-81-6040 EMPLOYEE GROUP BENEFITS	39,760.15	39,760.15	254,280.00	214,519.85	15.6
510-81-6041 UTILITY BENEFIT	2,311.83	2,311.83	45,600.00	43,288.17	5.1
510-81-6060 TRAVEL/TRAINING	4,640.42	4,640.42	35,000.00	30,359.58	13.3
510-81-6100 SUPPLIES	10,133.59	10,133.59	15,000.00	4,866.41	67.6
510-81-6103 WEARING APPAREL	11,660.71	11,660.71	15,000.00	3,339.29	77.7
510-81-6150 GASOLINE/DIESEL/OIL	105,170.97	105,170.97	110,000.00	4,829.03	95.6
510-81-6153 HEATING FUEL	25,057.28	25,057.28	11,017.00	(14,040.28)	227.4
510-81-6155 WATER/SEWER/GARBAGE	4,524.94	4,524.94	6,809.00	2,284.06	66.5
510-81-6160 ELECTRICITY	10,705.84	10,705.84	10,701.00	(4.84)	100.1
510-81-6170 TELEPHONE	16.71	16.71	200.00	183.29	8.4
510-81-6171 STAFF CELLULAR PHONES	6,327.48	6,327.48	8,000.00	1,672.52	79.1
510-81-6200 MINOR EQUIPMENT	1,483.22	1,483.22	8,000.00	6,516.78	18.5
510-81-6230 VEHICLE MAINT/REPAIR	213,750.91	213,750.91	268,201.00	54,450.09	79.7
510-81-6231 VEHICLE PARTS & TOOLS	68,260.05	68,260.05	50,000.00	(18,260.05)	136.5
510-81-6232 TIRES & WHEELS	2,573.25	2,573.25	21,000.00	18,426.75	12.3
510-81-6240 PROPERTY MAINT	31,502.77	31,502.77	46,895.00	15,392.23	67.2
510-81-6332 LAB TESTS	769.20	769.20	3,000.00	2,230.80	25.6
510-81-6335 OTHER PURCHASED SERVICES	1,111.25	1,111.25	3,000.00	1,888.75	37.0
510-81-6400 INSURANCE	81,752.92	81,752.92	27,685.00	(54,067.92)	295.3
510-81-6539 MISCELLANEOUS EXPENSES	38,211.56	38,211.56	29,000.00	(9,211.56)	131.8
510-81-6710 ADMIN OVERHEAD-GF	159,313.81	159,313.81	121,240.00	(38,073.81)	131.4
510-81-6711 ADMIN OVERHEAD-IT SVCS	13,602.96	13,602.96	33,260.00	19,657.04	40.9
510-81-6890 CAP EXP	.00	.00	300,000.00	300,000.00	.0
510-81-9695 FLEET MGMT. SOFTWARE/TABLETS/	.00	.00	75,000.00	75,000.00	.0
510-81-9696 RADIO BASE STATION UPGRADE	.00	.00	9,500.00	9,500.00	.0
 TOTAL HAULED WATER	 1,446,097.52	 1,446,097.52	 2,417,440.00	 971,342.48	 59.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED WATER</u>					
510-82-6000 SALARIES	66,737.23	66,737.23	196,757.00	130,019.77	33.9
510-82-6010 OVERTIME	39,793.35	39,793.35	34,000.00	(5,793.35)	117.0
510-82-6022 HOLIDAY PAY	1,892.25	1,892.25	.00	(1,892.25)	.0
510-82-6023 LEAVE CASHOUT	10,301.97	10,301.97	14,931.00	4,629.03	69.0
510-82-6030 SOCIAL SECURITY EXPENSE	2,258.44	2,258.44	990.00	(1,268.44)	228.1
510-82-6031 PAYABLE MEDICARE FICA	1,699.66	1,699.66	3,346.00	1,646.34	50.8
510-82-6032 UNEMPLOYMENT	.00	.00	4,107.00	4,107.00	.0
510-82-6033 WORKERS' COMPENSATION	2,634.01	2,634.01	5,961.00	3,326.99	44.2
510-82-6034 PERS	16,995.12	16,995.12	50,767.00	33,771.88	33.5
510-82-6040 EMPLOYEE GROUP BENEFITS	42,991.25	42,991.25	69,927.00	26,935.75	61.5
510-82-6041 UTILITY BENEFIT	3,576.21	3,576.21	12,540.00	8,963.79	28.5
510-82-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
510-82-6100 SUPPLIES	1,972.68	1,972.68	5,000.00	3,027.32	39.5
510-82-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
510-82-6108 PLUMBING SUPPLIES	3,641.55	3,641.55	15,000.00	11,358.45	24.3
510-82-6150 GASOLINE/DIESEL/OIL	11,856.69	11,856.69	15,000.00	3,143.31	79.0
510-82-6153 HEATING FUEL	41,564.98	41,564.98	30,634.00	(10,930.98)	135.7
510-82-6155 WATER/SEWER/GARBAGE	1,637.60	1,637.60	563.00	(1,074.60)	290.9
510-82-6160 ELECTRICITY-UTIL MT SHOP	6,227.59	6,227.59	5,889.00	(338.59)	105.8
510-82-6170 TELEPHONE	33.42	33.42	120.00	86.58	27.9
510-82-6171 STAFF CELLULAR PHONES	2,122.17	2,122.17	3,000.00	877.83	70.7
510-82-6200 MINOR EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
510-82-6230 VEHICLE MAINT/REPAIR	2,058.91	2,058.91	2,687.00	628.09	76.6
510-82-6231 VEHICLE PARTS & TOOLS	2,598.10	2,598.10	1,500.00	(1,098.10)	173.2
510-82-6232 TIRES & WHEELS	.00	.00	500.00	500.00	.0
510-82-6332 LAB TESTS	812.24	812.24	500.00	(312.24)	162.5
510-82-6335 OTHER PURCHASED SERVICES	.00	.00	1,500.00	1,500.00	.0
510-82-6400 INSURANCE	5,454.66	5,454.66	10,174.00	4,719.34	53.6
510-82-6600 BAD DEBT EXPENSE	.00	.00	20,000.00	20,000.00	.0
510-82-6710 ADMIN OVERHEAD-GF	59,577.47	59,577.47	45,339.00	(14,238.47)	131.4
510-82-6711 ADMIN OVERHEAD-IT SVCS	14,844.12	14,844.12	33,260.00	18,415.88	44.6
510-82-9691 PIPED WATER CAPITAL USDA MATCH	7,168.32	7,168.32	(9,362.00)	(16,530.32)	76.6
TOTAL PIPED WATER	350,449.99	350,449.99	587,630.00	237,180.01	59.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BETHEL HTS WTR TREATMENT</u>					
510-83-6000 SALARIES	94,516.71	94,516.71	133,649.00	39,132.29	70.7
510-83-6010 OVERTIME	33,501.48	33,501.48	37,000.00	3,498.52	90.5
510-83-6022 HOLIDAY PAY	3,874.25	3,874.25	.00	(3,874.25)	.0
510-83-6023 LEAVE CASHOUT	16,284.95	16,284.95	13,496.00	(2,788.95)	120.7
510-83-6031 PAYABLE MEDICARE FICA	3,487.28	3,487.28	2,474.00	(1,013.28)	141.0
510-83-6032 UNEMPLOYMENT	.00	.00	3,038.00	3,038.00	.0
510-83-6033 WORKERS' COMPENSATION	1,996.21	1,996.21	4,408.00	2,411.79	45.3
510-83-6034 PERS	28,646.20	28,646.20	37,543.00	8,896.80	76.3
510-83-6040 EMPLOYEE GROUP BENEFITS	12,199.74	12,199.74	44,499.00	32,299.26	27.4
510-83-6041 UTILITY BENEFIT	7,174.55	7,174.55	12,540.00	5,365.45	57.2
510-83-6060 TRAVEL/TRAINING	.00	.00	4,000.00	4,000.00	.0
510-83-6100 SUPPLIES	838.37	838.37	4,000.00	3,161.63	21.0
510-83-6103 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
510-83-6108 PLUMBING SUPPLIES	703.52	703.52	3,000.00	2,296.48	23.5
510-83-6140 CHEMICALS	1,340.00	1,340.00	65,000.00	63,660.00	2.1
510-83-6150 GASOLINE/DIESEL/OIL	936.26	936.26	2,000.00	1,063.74	46.8
510-83-6153 HEATING FUEL (PUMPHOUSE)	168,347.48	168,347.48	120,260.00	(48,087.48)	140.0
510-83-6160 ELECTRICITY (PUMPHOUSE)	77,797.18	77,797.18	88,695.00	10,897.82	87.7
510-83-6170 TELEPHONE	.00	.00	500.00	500.00	.0
510-83-6200 MINOR EQUIPMENT	3,102.92	3,102.92	45,000.00	41,897.08	6.9
510-83-6230 VEHICLE MAINT/REPAIR	2,058.91	2,058.91	2,566.00	507.09	80.2
510-83-6332 LAB TESTS	3,270.00	3,270.00	4,000.00	730.00	81.8
510-83-6335 OTHER PURCHASED SERVICES	5,582.12	5,582.12	25,000.00	19,417.88	22.3
510-83-6400 INSURANCE	17,865.64	17,865.64	65,626.00	47,760.36	27.2
510-83-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-83-6710 ADMIN OVERHEAD-GF	48,902.32	48,902.32	37,215.00	(11,687.32)	131.4
510-83-6711 ADMIN OVERHEAD-IT SVCS	14,149.07	14,149.07	33,260.00	19,110.93	42.5
510-83-6890 CAPITAL EXPENDITURES	.00	.00	80,000.00	80,000.00	.0
510-83-9773 SITE IMPROVEMENTS -CAPITAL	2,205.22	2,205.22	27,094.00	24,888.78	8.1
 TOTAL BETHEL HTS WTR TREATMENT	 548,780.38	 548,780.38	 897,863.00	 349,082.62	 61.1

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
CITY SUB WTR TREATMENT					
510-84-6000 SALARIES	68,608.62	68,608.62	175,298.00	106,689.38	39.1
510-84-6010 OVERTIME	26,817.94	26,817.94	37,000.00	10,182.06	72.5
510-84-6022 HOLIDAY PAY	3,105.69	3,105.69	.00	(3,105.69)	.0
510-84-6023 LEAVE CASHOUT	1,828.33	1,828.33	17,340.00	15,511.67	10.5
510-84-6031 PAYABLE MEDICARE FICA	1,404.95	1,404.95	3,078.00	1,673.05	45.6
510-84-6032 UNEMPLOYMENT	.00	.00	3,779.00	3,779.00	.0
510-84-6033 WORKERS' COMPENSATION	2,507.94	2,507.94	5,484.00	2,976.06	45.7
510-84-6034 PERS	20,719.49	20,719.49	46,706.00	25,986.51	44.4
510-84-6040 EMPLOYEE GROUP BENEFITS	13,250.71	13,250.71	69,927.00	56,676.29	19.0
510-84-6041 UTILITY BENEFIT	2,889.19	2,889.19	12,540.00	9,650.81	23.0
510-84-6060 TRAVEL/TRAINING	1,350.00	1,350.00	5,000.00	3,650.00	27.0
510-84-6100 SUPPLIES	1,608.87	1,608.87	3,000.00	1,391.13	53.6
510-84-6103 WEARING APPAREL	463.91	463.91	1,500.00	1,036.09	30.9
510-84-6108 PLUMBING SUPPLIES	2,648.50	2,648.50	3,000.00	351.50	88.3
510-84-6140 CHEMICALS	33,359.20	33,359.20	125,000.00	91,640.80	26.7
510-84-6150 GASOLINE/DIESEL/OIL	1,379.58	1,379.58	1,000.00	(379.58)	138.0
510-84-6153 HEATING FUEL(CS WTF)	146,892.68	146,892.68	108,667.00	(38,225.68)	135.2
510-84-6155 WATER/SEWER/GARBAGE	.00	.00	1,500.00	1,500.00	.0
510-84-6160 ELECTRICITY (CS WTF)	55,729.47	55,729.47	69,153.00	13,423.53	80.6
510-84-6170 TELEPHONE	16.71	16.71	50.00	33.29	33.4
510-84-6200 MINOR EQUIPMENT	36,029.60	36,029.60	55,000.00	18,970.40	65.5
510-84-6230 VEHICLE MAINT (ISF)	2,240.70	2,240.70	2,581.00	340.30	86.8
510-84-6240 PROPERTY MAINT	149.16	149.16	.00	(149.16)	.0
510-84-6280 DEPRECIATION - BLDGS/PLANTS	.00	.00	144,033.00	144,033.00	.0
510-84-6290 DEPRECIATION-M&E WATER	.00	.00	5,028.00	5,028.00	.0
510-84-6332 LAB TESTS	10,524.16	10,524.16	15,000.00	4,475.84	70.2
510-84-6335 OTHER PURCHASED SERVICES	284,553.12	284,553.12	252,000.00	(32,553.12)	112.9
510-84-6400 INSURANCE	11,123.79	11,123.79	24,083.00	12,959.21	46.2
510-84-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-84-6530 FINANCE CHARGES/PENALTIES	(40.31)	(40.31)	.00	40.31	.0
510-84-6710 ADMIN OVERHEAD-GF	69,235.94	69,235.94	52,690.00	(16,545.94)	131.4
510-84-6711 ADMIN OVERHEAD-IT SVCS	15,539.15	15,539.15	33,260.00	17,720.85	46.7
510-84-6890 CAPITAL EXPENDITURES	8,492.35	8,492.35	171,500.00	163,007.65	5.0
TOTAL CITY SUB WTR TREATMENT	822,429.44	822,429.44	1,444,697.00	622,267.56	56.9

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED SEWER</u>					
510-85-6000 SALARIES	406,366.78	406,366.78	592,231.00	185,864.22	68.6
510-85-6010 OVERTIME	152,937.02	152,937.02	125,000.00	(27,937.02)	122.4
510-85-6022 HOLIDAY PAY	14,994.65	14,994.65	.00	(14,994.65)	.0
510-85-6023 LEAVE CASHOUT	47,434.03	47,434.03	57,307.00	9,872.97	82.8
510-85-6030 SOCIAL SECURITY EXPENSE	15,546.83	15,546.83	1,486.00	(14,060.83)	1046.2
510-85-6031 PAYABLE MEDICARE FICA	9,063.80	9,063.80	10,400.00	1,336.20	87.2
510-85-6032 UNEMPLOYMENT	.00	.00	12,767.00	12,767.00	.0
510-85-6033 WORKERS' COMPENSATION	17,161.66	17,161.66	18,528.00	1,366.34	92.6
510-85-6034 PERS	78,479.06	78,479.06	157,791.00	79,311.94	49.7
510-85-6040 EMPLOYEE GROUP BENEFITS	97,105.02	97,105.02	260,128.00	163,022.98	37.3
510-85-6041 UTILITY BENEFIT	9,956.88	9,956.88	46,649.00	36,692.12	21.3
510-85-6100 SUPPLIES	7,491.01	7,491.01	10,000.00	2,508.99	74.9
510-85-6103 WEARING APPAREL	7,979.75	7,979.75	10,000.00	2,020.25	79.8
510-85-6140 CALCIUM CHLORIDE	200.94	200.94	.00	(200.94)	.0
510-85-6150 GASOLINE/DIESEL/OIL	91,231.14	91,231.14	90,000.00	(1,231.14)	101.4
510-85-6153 HEATING FUEL	25,581.02	25,581.02	19,351.00	(6,230.02)	132.2
510-85-6155 WATER/SEWER/GARBAGE	4,524.94	4,524.94	6,809.00	2,284.06	66.5
510-85-6160 ELECTRICITY	10,705.85	10,705.85	10,702.00	(3.85)	100.0
510-85-6170 TELEPHONE	.00	.00	100.00	100.00	.0
510-85-6171 STAFF CELLULAR PHONES	.00	.00	8,000.00	8,000.00	.0
510-85-6200 MINOR EQUIPMENT	203.94	203.94	.00	(203.94)	.0
510-85-6230 VEHICLE MAINT/REPAIR	212,754.08	212,754.08	281,345.00	68,590.92	75.6
510-85-6231 VEHICLE PARTS & TOOLS	50,147.90	50,147.90	50,000.00	(147.90)	100.3
510-85-6232 TIRES & WHEELS	1,674.50	1,674.50	6,000.00	4,325.50	27.9
510-85-6240 PROPERTY MAINT	31,585.24	31,585.24	46,895.00	15,309.76	67.4
510-85-6335 OTHER PURCHASED SERVICES	948.27	948.27	5,000.00	4,051.73	19.0
510-85-6400 INSURANCE	59,268.18	59,268.18	28,587.00	(30,681.18)	207.3
510-85-6530 FINANCE CHARGES/PENALTIES	81.23	81.23	.00	(81.23)	.0
510-85-6539 MISCELLANEOUS EXPENSES	330.00	330.00	1,200.00	870.00	27.5
510-85-6600 BAD DEBT EXPENSE	.00	.00	65,000.00	65,000.00	.0
510-85-6710 ADMIN OVERHEAD-GF	181,680.79	181,680.79	138,261.00	(43,419.79)	131.4
510-85-6711 ADMIN OVERHEAD-IT SVCS	13,602.96	13,602.96	33,260.00	19,657.04	40.9
510-85-9691 SEWER TRUCK(S)	.00	.00	300,000.00	300,000.00	.0
510-85-9693 FLEET MGMT. SOFTWARE/TABLETS/	.00	.00	75,000.00	75,000.00	.0
510-85-9694 CATERPILLAR ANGLE BROOM	.00	.00	10,482.00	10,482.00	.0
510-85-9696 RADIO BASE STATION UPGRADE	.00	.00	9,500.00	9,500.00	.0
510-85-9699 HAULED SEWER CAP SL ASSET RES	.00	.00	182,825.00	182,825.00	.0
 TOTAL HAULED SEWER	 1,549,037.47	 1,549,037.47	 2,670,604.00	 1,121,566.53	 58.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED SEWER</u>					
510-86-6000 SALARIES	46,680.92	46,680.92	196,757.00	150,076.08	23.7
510-86-6010 OVERTIME	18,167.10	18,167.10	34,375.00	16,207.90	52.9
510-86-6022 HOLIDAY PAY	1,892.25	1,892.25	.00	(1,892.25)	.0
510-86-6023 LEAVE CASHOUT	8,566.93	8,566.93	14,930.00	6,363.07	57.4
510-86-6030 SOCIAL SECURITY EXPENSE	.00	.00	990.00	990.00	.0
510-86-6031 PAYABLE MEDICARE FICA	1,081.54	1,081.54	3,351.00	2,269.46	32.3
510-86-6032 UNEMPLOYMENT	.00	.00	4,114.00	4,114.00	.0
510-86-6033 WORKERS' COMPENSATION	2,638.67	2,638.67	5,971.00	3,332.33	44.2
510-86-6034 PERS	15,838.63	15,838.63	50,849.00	35,010.37	31.2
510-86-6040 EMPLOYEE GROUP BENEFITS	36,086.07	36,086.07	69,927.00	33,840.93	51.6
510-86-6041 UTILITY BENEFITS	3,476.11	3,476.11	12,540.00	9,063.89	27.7
510-86-6060 TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
510-86-6100 SUPPLIES	1,054.01	1,054.01	3,000.00	1,945.99	35.1
510-86-6103 WEARING APPAREL	628.97	628.97	3,000.00	2,371.03	21.0
510-86-6108 PLUMBING SUPPLIES	160.11	160.11	5,000.00	4,839.89	3.2
510-86-6150 GASOLINE/DIESEL/OIL	2,778.36	2,778.36	15,000.00	12,221.64	18.5
510-86-6153 HEATING FUEL	43,879.07	43,879.07	36,000.00	(7,879.07)	121.9
510-86-6155 WATER/SEWER/GARBAGE	1,637.58	1,637.58	563.00	(1,074.58)	290.9
510-86-6160 ELECTRICITY-LIFTST & BLDG	79,587.47	79,587.47	100,935.00	21,347.53	78.9
510-86-6170 TELEPHONE	.00	.00	2,000.00	2,000.00	.0
510-86-6200 MINOR EQUIPMENT	135,083.23	135,083.23	140,000.00	4,916.77	96.5
510-86-6230 VEHICLE MAINT/REPAIR	2,130.63	2,130.63	3,108.00	977.37	68.6
510-86-6231 VEHICLE PARTS & TOOLS	1,475.24	1,475.24	1,500.00	24.76	98.4
510-86-6232 TIRES & WHEELS	.00	.00	50.00	50.00	.0
510-86-6335 OTHER PURCHASED SERVICES	10,631.97	10,631.97	20,000.00	9,368.03	53.2
510-86-6400 INSURANCE	5,385.86	5,385.86	18,838.00	13,452.14	28.6
510-86-6410 LEASED PROPERTY-LIFT STATIONS	14,368.50	14,368.50	17,000.00	2,631.50	84.5
510-86-6600 BAD DEBT EXPENSE	.00	.00	20,000.00	20,000.00	.0
510-86-6710 ADMIN OVERHEAD-GF	59,679.14	59,679.14	45,417.00	(14,262.14)	131.4
510-86-6711 ADMIN OVERHEAD-IT SVCS	14,844.06	14,844.06	33,260.00	18,415.94	44.6
510-86-6890 PIPED SEWER CAPITAL	.00	.00	57,137.00	57,137.00	.0
510-86-9693 HERMAN NELSON HEATER	.00	.00	68,000.00	68,000.00	.0
510-86-9694 3/4 TON PICK-UP TRUCK	60,813.00	60,813.00	61,000.00	187.00	99.7
510-86-9699 PIPED SEWER CAP EXP SL ASSETS	.00	.00	182,825.00	182,825.00	.0
 TOTAL PIPED SEWER	 568,565.42	 568,565.42	 1,230,437.00	 661,871.58	 46.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER LAGOON</u>					
510-87-6000 SALARIES	16,328.95	16,328.95	74,680.00	58,351.05	21.9
510-87-6010 OVERTIME	4,132.11	4,132.11	10,250.00	6,117.89	40.3
510-87-6022 HOLIDAY PAY	483.43	483.43	.00	(483.43)	.0
510-87-6023 LEAVE CASHOUT	3,584.96	3,584.96	4,856.00	1,271.04	73.8
510-87-6030 SOCIAL SECURITY EXPENSE	.00	.00	24.00	24.00	.0
510-87-6031 PAYABLE MEDICARE FICA	344.22	344.22	1,231.00	886.78	28.0
510-87-6032 UNEMPLOYMENT	.00	.00	1,512.00	1,512.00	.0
510-87-6033 WORKERS' COMPENSATION	647.62	647.62	2,194.00	1,546.38	29.5
510-87-6034 PERS	4,925.89	4,925.89	18,685.00	13,759.11	26.4
510-87-6040 EMPLOYEE GROUP BENEFITS	9,175.04	9,175.04	22,885.00	13,709.96	40.1
510-87-6041 UTILITY BENEFIT	913.91	913.91	4,104.00	3,190.09	22.3
510-87-6060 TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
510-87-6100 SUPPLIES	.00	.00	2,500.00	2,500.00	.0
510-87-6103 WEARING APPAREL	.00	.00	2,000.00	2,000.00	.0
510-87-6108 PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
510-87-6150 GASOLINE/DIESEL/OIL	.00	.00	20,000.00	20,000.00	.0
510-87-6230 VEHICLE MAINT/REPAIR	.00	.00	22.00	22.00	.0
510-87-6231 VEHICLE PARTS & TOOLS	159.79	159.79	.00	(159.79)	.0
510-87-6332 LAB TESTS (SAMPLES)	8,319.20	8,319.20	15,000.00	6,680.80	55.5
510-87-6400 INSURANCE	368.77	368.77	41,328.00	40,959.23	.9
510-87-6420 INTEREST-SEWER LAGOON BND	19,554.28	19,554.28	.00	(19,554.28)	.0
510-87-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-87-6503 DUES & SUBSCRIPTIONS	7,920.00	7,920.00	7,920.00	.00	100.0
510-87-6710 ADMIN OVERHEAD-GF	22,671.98	22,671.98	17,253.00	(5,418.98)	131.4
510-87-6890 CAPITAL EXPD LAGOON ROCK	.00	.00	34,740.00	34,740.00	.0
510-87-9692 TERRAMAC RT9-T4 MAROOKA	.00	.00	299,465.00	299,465.00	.0
TOTAL SEWER LAGOON	99,530.15	99,530.15	587,149.00	487,618.85	17.0
TOTAL FUND EXPENDITURES	5,498,288.38	5,498,288.38	10,177,324.00	4,679,035.62	54.0
NET REVENUE OVER EXPENDITURES	806,504.45	806,504.45	(1,963,889.00)	(2,770,393.45)	41.1



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

MEMORANDUM

DATE: April 19 – May 2
TO: City Council
FROM: Peter Williams, City Manager
RE: Managers' Report

CM Daily Log,

April 19 - 1)) Testified in a teleconference with the House Community and Regional Affairs concerning the Rural Utility Business Program(RUBA) scoring matrix for Water and Sewer Capital Improvement Projects (CIP). We might have missed this deadline for funding. The twelve Water and sewer projects in the Bethel Community-Wide Preliminary Engineering Report have been submitted to the CIP for evaluation and future funding consideration. 2) Responded to a complaint about a vehicle blocking a road in the trailer Court. 3) Sen. Murkowski's office informed us that the City's appropriation for FY-24 has been forwarded to the Appropriations Committee for consideration. "The next step in this year's process is for the individual bills to be "marked up," amended as needed, and approved by the Appropriations Committee. After that comes floor consideration and bicameral negotiations on final spending levels and individual provisions. "

April 20 – 1) Attended the FY-24 Budget hearing with City Council. 2) The finance dept requested Carmen Jackson LLC to review the allocations in the FY-24 Budget.

April 21 - 1) Sent Combs Insurance the City's Premium Credit application. 2) Discussed an appeal concerning the amnesty for sales tax. 3) Reviewed Task Orders and amendments from DOWL. A budget modification will be needed to complete the task orders and receive an accounting of the grant funding provided to the City by the VSW/DEC. The DEC is working toward reconciling the amount owed to the City.

April 22 - 1) Carmen Jackson LLC said they would help the finance Dept calculate the indirect costs of the FY-24 budget.

April 23 –1) Contact Streets and Roads concerning complaints about roads washing out. They were already out and about.

April 24 – 1) I received a call from a Sen. Murkowski's office staff member acknowledging that the Senator has reviewed our letter about our problems with funding for the Water and Sewer projects. We discussed that the USDA 55 % loan/45% grant program does not work to fund projects of this size. The original funding was 25% loan/ 75% grant funding and then increased over time. I think the policy is one of the EPA's doing, and the policy needs to be changed at the federal level. 2) Rewrote the VSW spreadsheets of all the city's grants with the state. I am glad they are working to reconcile what is owed to us. 3) Responded to Comm Leasing

April 25 - 1) Midwest Industrial Supply will arrive June 19th to help facilitate applying EK-35 on Phtermgin Rd. and Akakeet Street. 2) Met with the PW Director, Grant Manager, and the Project Manager from DOWL to review and update all our projects with DOWL. 3) Sen. Murkowski tasked the USCG to review the situation in Steamboat Slough. We'll help the USCG as needed.

April 26 – 1) Combs Insurance, our insurance brokers, are comparing the costs of the City's Property and Liability Insurance with Alaska Public Entity Insurance (APEI) with the rates that the Alaska Municipal League Joint Insurance Association (AMLJIA) is offering. With APEI, there is a potential increase of 6% for liability insurance, and property insurance could see a rise of 45%. 2) Contract between the Friends of Canine and the City was signed. 3) Notified the PD that upgrading to the 911 switchboard will have to wait till after July 1st. There is a service Agreement between the City and ProComm that has to be resolved. 3) Discussed an issue regarding sales tax with the Deputy Finance Director.

April 27 – 1) Discuss complaints about water overflowing on the roads in certain areas. 2) Set up a meeting with ORACLE to see if they may have some way of helping the Finance Dept. 3)

April 28 – 1) The employees will have their ears tested on May 15th and 16th. 2) Discussed a sales tax issue with the finance department. 3) The finance department and the city attorney work together to settle any differences with the IRS. 3) Sent Procmm's proposal to the City Attorney to review.

May 1- 1) Reviewed an issue about a Site Plan permit. 2) The city Administration met to discuss the CBA. We have heard from the union, but they have not scheduled any meetings with us. We plan to discuss the contract with the council later this month. 2) Listen in on the NPFMC Litigation concerning fisheries.

May 2 – 1) Reviewed requests about PCNs, towed vehicles, and grading H-marker lake road. 2) DOWL officially notified Bethel Contractors that we are proceeding any further with the AVES Project. 3)

Peter Williams
Bethel City Manager

evaluation

Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



April 2023 Current Events

- **Time Off:**

This month, I took a week for some PTO. During this time, my technician was manning the office and trying to keep on top of the daily fires that would pop up during my absence. For the first time since I've been in a director position, I was able to come back from vacation without there being a mass of problems waiting for me. This certainly helps with my personal work morale, and I greatly appreciate having the assistance. As time goes on and he gains more experience, I should be able to become more and more comfortable with taking time away without the constant stress of worrying about the various other departments.

- **FY24 Budget Completed:**

Another milestone for this month was the completion of my FY24 budget review with council. There are several items I'm pursuing this year including the replacement of all old office printers, the possible replacement of desktop computers, and putting up more wireless shots around the City buildings to further bolster the resiliency of our new internal infrastructure. As we come out of the harshest points of Winter, I'm pleased that I had very few problems with the existing wireless antennae that were put in early this year.

- **Drone Surveys:**

In working on the upcoming SIKLU redundancy project, my department has been collaborating with ACS to try and find some viable locations and wireless shots to add. It becomes a challenge in the colder months because our heavy lifter equipment doesn't work too well in the freezing temperatures and it's a pain to drive those machines to various locations due to ice and snow on the roads. Climbing onto rooftops is also dangerous in snowy conditions. This makes it difficult for us to have this information gathered in time for Summer and we lose valuable time to order equipment ahead of breakup.

As a work-around, I picked up a camera drone for our department that we were able to use to check line-of-sight, visibility, and how high our antennae would need to be in order to see the target buildings from a given location. Our aim is to add shots going from the Port office to the small-boat harbor, from the small-boat harbor to the landfill, and from Public Works to the Police Dept. If we can add in these shots, then we have at least two points on every City building for information to travel, which should help to mitigate or even eliminate downtime if issues arise with a given antenna.

Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



We have registered our drone with the FAA. Below are some examples of the views we were able to make during our building surveys:

Looking from the Port to the Small-Boat Harbor Office



Looking from Public Works towards the Police Dept



Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



Looking from the Small-Boat Harbor to the Landfill



Looking from the Bethel Heights Water Antenna to Public Works



Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



- **Vehicle Citation Equipment for Police:**

A couple of months ago, the Police Chief requested our help in trying to obtain pieces of equipment that would allow them to set up laptops inside two of their vehicles for the purposes of creating citations in the field. This month, we finally received all that equipment and have passed it onto the Police Dept to worry about the installation. If that experiment is successful, we may look at outfitting more of the squad cars with similar equipment. Provided this happens, it may be a springboard on my possible APSIN-in-vehicles project in the new fiscal year.

- **Email Impersonation Defenses:**

Since I've been working with our managed IT service partners, I had assumed a certain collection of countermeasures were in place to help defend against mail impersonation especially as it relates to our council members and administrative personnel being 'spoofed'. Quite often, emails will go out from people posing as a council member requesting gift cards or some other peculiar ask, however, it's typically very easy to see that the address is not the legitimate email of the individual and that the message is obviously a scam.

This is a common problem, but there are some defenses that can be employed to help nip these types of emails in the bud. During some research, I learned that we were actually missing a few of these basic blocks and so I have endeavored to correct the oversight. Internally, mail should hopefully now be rejected from hitting a user's inbox if it does not have the correct email address associated with it. Time will tell how effective the defenses are, but I imagine the number of fake emails (at least from internal staff and council members) should drop sharply.

- **Normal Business:**

The rest of the month has been filled with normal daily trouble-ticket response for issues regarding printing, scanning, file access, and employee management.

Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



Future Plans

- **Lease Hunting:**

As we inch towards the finalization of the FY24 operational budget, I will begin hunting down quotes for leases on some of the new equipment I hope to get for the City. Lining these up close to the turn of the fiscal year will, hopefully, reduce any wait-times in receiving our new hardware.

- **Training:**

I will be trying to line up training for my department as we roll over into the new fiscal year. I would like to pursue A+ certification for my technician while also refreshing some of my lapsed certifications. He is set to attend classes in early May. This will be an online course that I'm optimistic our new OneWeb/Starlink Internet will be able to facilitate with no troubles.



City of Bethel
Finance Department
Monthly Manager's Report for April, 2023

Date: April 1st – April 31st, 2023
To: Peter Williams, City Manager
From: Xavier Mason, Deputy Finance Director
Subject: Management Report, April 31st, 2023

The Finance Department's Monthly Managerial Report details the progress, activities, plans, and challenges of the Finance Department for April 2023.

Current Events within the Finance Department

- The Finance Department has completed the FY24 operational budget and has submitted it to the City Manager for City Council's review. The review process is ongoing.
- The Finance Department has completed the FY24 Capital Improvement Plan. The plan was approved by the City Council on March 14th, and since then, the Finance Department has processed approximately \$2.5 million in purchase orders for approved equipment.
- The external auditors, BDO, have resumed reviewing and requesting samples for the FY21 audit in June.
- The external auditors, Altman Rogers, are preparing to begin the FY22 audit.
- The Finance Department is facilitating the Yukon-Kuskokwim Regional Health and Aquatic Center's transition as they attain a new payment processing vendor. As an outcome of this transition, the City will receive all revenues directly from the pool.
- The Finance Committee made the recommendation to the Bethel City Council that BMC 4.14.150 be amended regarding Transient Lodging to include charges for late fees.
- One sales tax audit has concluded in its entirety, all additional charges were removed because they were exempt due to an Alaskan Statute.

- The Indirect Cost Recovery Allocations for the General Fund has been updated with the assistance of the Carmen Jackson Team.
- “How-To” Video Tutorials were made to assist other departments fill-out Check Requests and Travel Authorization Forms and were placed in a shared location for all to view.
- Received the final \$199,000 in revenue from the SEMT program, until we are eligible for enrollment again.
- Submitted quarterly report to the United States Census Bureau
- Worked with the City Manager, City Attorney, and Director of Human Resources to draft a letter to the IRS pertaining to the City’s RUBA scores.

Personnel

Recruitment

- With the approval of the FY24 Operational Budget, the Finance Department intends to add two more positions to the department – an Accounting Specialist I and an Accounting Specialist II. The addition of these positions will increase morale, operational capacity, revenues for the City while simultaneously reducing turnover and outsourced expenses.
 - Increased Morale:
 - Reducing the rate of burnout
 - Shifting the scope of responsibilities
 - Increasing operational efficiency
 - Increased Operational Capacity
 - Adding tasks that have been neglected over time
 - Taking on the purchasing agent duties
 - Assisting other departments with their needs
 - Increased Revenues
 - Greater sales tax enforcement
 - Greater utility billing payment and collections
 - Greater optimization of time (management and the Grant Manager can focus on other activities)

- Finance Director (one vacancy)
- Temporary Position (one vacancy)

Retention

Over the past two years, the retention rate for the Finance Department has nearly doubled. In 2018, this nine-person department suffered 15 departures, from staff and management, within 15 months. This lagging KPI gives insight to the often, qualitative, and underestimated measures that take place within an organization. We believe that our retention rate will continue to increase, due in part, to the following:

- Clarity of expectations.
- An emphasis on teamwork, by creating opportunities for collaboration, accommodating individual work styles, and giving everyone the latitude to make decisions and course corrections if needed.
- Acknowledgement of milestones, big and small and celebrating when they are achieved.
- Training and development, this area has improved significantly; however, we still have a long way to go.
- Communication, promoting timely, constructive, and positive communication across the entire team.
- Mentorship, albeit informal, we have begun to build the beginnings of a leadership pipeline. Our goal is to raise the future leaders of this department internally.
- Culture, we have significantly improved the work culture of this department.
- Continuous feedback on performance, we grade each other with our internal audits reviewing and providing constructive feedback. Just as importantly, we do not guilt or shame individuals when they make mistakes.
- Though informal, we reward and recognize stellar performance, through the employee of the quarter and other incentives.

Retention Rates

- Calculation Example: Let's say you had 475 employees on January 1st, 2021, and 440 employees on December 31st, 2021. To calculate your yearly retention rate, divide 440 by 475 and multiply by 100. $(440 / 475) \times 100 = 92.6\%$ yearly retention rate.

Retention Rates						
Quarter	Year	Voluntary Departures	Involuntary Departures	Total	Personnel Changes	Total Staff
Quarter 1	2022	0%	0%	100%	N/A	8
Quarter 2	2022	0.125	0%	113%	one loss, two additions	9
Quarter 3	2022	0.125	0%	100%	one loss, one addition	9
Quarter 4	2022	0.125	0.25	78%	three losses, one additions	7
Quarter 1	2023	0	0.125	114%	one loss, two additions	8

Average Duration of Employment in years	
1-May-23	1.385417
1-May-22	1.052
1-May-21	.726 years

Similarly, to the IRR metric, the average duration of employment can be skewed by the timing of the data. One team member has just completed her first month with us, and that outlier really skews the direction of the statistical average. We have a very strong team right now, one in which we can build a strong foundation to build an even stronger future. If granted the two positions in the FY24 operational budget, the primary contributor to the loss of personnel will be relocation.

From our research and trying to understand the higher rates of departure in the Finance Department, the point of origin appears to be during the FY10 budgeting process when multiple positions were cut and an attempt at restructuring ensued (FY10 Finance Department personnel budget attached). With the addition of the two requested positions, the Acting Finance Director believes we can resolve the personnel issues that has plagued this department for good.

Training

The goal of the Finance Department is for our staff to be continuously and incrementally improving in our capacity to fulfill our duties. One of our objectives is to provide staff with opportunities for growth and exposure within all our sub-departments. The following is a list of group and independent training(s) that were taken by members of the Finance Department during the month of April.

Group Training Sessions:

- Staff led a demonstration to the entire department on how to create and issue sales tax exemption cards.

- After a loud outburst, the Finance Department held a brief meeting to discuss safety procedures.
- Increasing our cross-training efforts, staff presented a presentation providing an overview of the Accounts Payable process.
- The Acting Finance Director gave an overview of how to do a sales tax audit with the sales tax division.

Independent Training(s):

- The City Manager reviewed with the Acting Finance Director the process for Insurance Claims. If the proposal for new staff is approved, this process will be delegated to the Accounting Specialist II (we get a lot of these in the winter).
- In May, a member of the Sales Tax Division will travel to Fairbanks to shadow the Fairbanks Sales Tax Department.
- In May, the Acting Finance Director will shadow Juneau's Finance Director to widen his point of reference and develop further ideas on how to improve the department's processes, procedures, and software(s).
- In May, the Accounting Specialist II will go to Anchorage to attend a RUBA Financial Management Training.
- Webinars viewed by Finance Department personnel:
 - Payroll Pay code error;
 - Finance 101 for Non-Financial Managers;
 - How to Manage Priorities & Time;
 - Project Management Skills for the Accidental Project Manager;
 - Purchase Orders & Requisitions Refresher Training;
 - And GL finance and Accounting for Administrative Professional; Measure of Lever and measures of Management.
- Two staffers attended an Alaska Remote Sellers Sales Tax Commission meeting to better understand how to use their website.
- The General Ledger Accountant completed an Accelerated Microsoft Excel Certificate Program.

Select Tasks & Statutes by Sub-Department

Utility Billing

Tasks	Frequency	Status
Collections	Monthly	Catching-up.
ORS'	Daily	Current.

Payroll/AP

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

Sales Tax

Tasks	Frequency	Status
Applying Business License Payments	Daily	Current.
Mailing Delinquency Notices	Monthly	Current.
Constructing Aging Reports	Monthly	Current.
Applying Business License Renewals	As needed	Current.
Drafting Payment Plans	As needed	Current.
Applying Payments	Daily	Current.
Reviewing & Processing Exemption Cards	As needed	Current.

General Ledger

Tasks	Frequency	Status
Journal Entries	Monthly Recurring	Current (March).
Budget Amendments (from budget ordinances)	As needed	Current (March).
Cash Reconciliations	Monthly	Current (March).

Investment Reconciliations	Monthly	Current (March).
Create Allocations & Run Checkout	Monthly	Current (March).
DOJ Grants	Quarterly	Current (March).

Internal Improvements

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

- This month, the Finance Department conducted our first internal audit for sales taxes. With this process, we are able to improve best practices and identify any sales tax process/procedure irregularities, albeit very small, between personnel and then correct them.
- The improved filing of payroll documents two months ago proved to be a very valuable improvement when the department was assigned 60+ payroll samples to collect as part of the FY21 Audit.
- Transferred the responsibility of purchase orders from the Acting Finance Director to the Accounts Payable Division.
- Transferred the responsibility of Travel Authorization Forms from the Acting Finance Director to the Accounting Specialist II.
- Working with the City Attorney, we drafted a letter detailing the City's Intent to Levy. Two of these letters will be issued in May.
- Established a policy regarding Journal Entry Approval.
- Updated the Indirect Cost Recovery Allocation, with assistance from the Carmen Jackson Team.
- The person that completes the Daily Summary (daily reconciliation of all payments) in the morning has to take funds to the bank.

Finance Department Stats & Figures

Sales Tax (2 people)

- 157 delinquent account holders were contacted.

- 7 business licenses were renewed.
- 134 late filing notices were delivered.
- 20 delinquent accounts were brought up to date.
- 60-day delinquency notice form was updated
- 90-day delinquency notice form was updated
- Finalized the “Intent to Levy” letter.
- One account was closed.
- Cleaned up several complicated accounts.

Utility Billing (1 person)

- Submitted approximately 21 O.R.S. to the Hauled Utility Department.
- Submitted five piped O.R.S. to Utility Maintenance.
- Processed zero tank inspections.
- Processed 14 new applications.
- Processed 28 change requests.
- Processed 21 account closures.
- Processed 32 Temporary Service Holds.
- Processed approximately 41 Extra Calls.
- Corrected approximately 36 accounts.
- Issued over 1,300 utility bills.
- Processed one payment plan. The goal is to ramp up on these in May.
- For the April utility billings, an attachment was added at the request of the Hauled Utility Department, attached.

Payroll/AP/AR Dock

- Improved the process, through sharing information in a timely manner, of ending of benefits for terminated staff.
- Caught up the Employee Utility Benefit reconciliation to present.
- Reviewed and approved approximately 200 check requests.
- Logged over 40 AP related correspondences through January.
- Entered more than 210 timesheets.

- Updating the purchase order process, so they tie into Caselle. This will make it easier for us to track encumbered items yet to be completely purchased.
- Added a second approver for ACH payments for the purposes of fraud management (not that we don't trust anyone on our team, its more so to guard against any potentiality of accidents).¹
- Submitted approximately 50 payroll samples for the FY21 audit. There are approximately nine samples remaining from this large request.
- In discussions with the Police Department on when to conduct a training session for Timesheets.
- Continued the transition of undertaking P-Card Duties from the General Ledger Accountant.
- Additional training videos were made and 'How-To' documents made, adding to our institutional knowledge library.

General Ledger (1 person)

- Reconciled AP to the GL from August 2022 to present, there were challenges in August.
- A challenge was gathering the necessary documents for the COPS grant.
- Provided at least 60 different scanned copies of the CARES Act journal entries for the FY21 audit. There is a few samples outstanding.
- Added the FY24 Capital Expenditures into the budgeting module within Caselle.
- Provided all Journal Entries that affected the Transit Department.
- Entered five budget modifications.
- Entered 33 JEs
- Entered 24 CRJESs
- Entered 7 CD Journal Entries
- Entered 1 CD 403 JEs
- Entered 3 CD2 JEs
- Entered 2 CD3s
- Reconciled all cash, investment, and cash clearing accounts.

Miscellaneous

- Responded to approximately three public requests.

¹ Interesting story. In Texas, a payroll department accidentally paid an employee 100x their salary. The next day, that employee left the country before the mistake was realized and the money could be recovered.

- Updating information on building leases.

Interdepartmental Assistance

- City Clerk's Office
 - o Processed three passport payments.
 - o Processed three burial permits.
- Grants Department
 - o Completed two Department of Justice COPS grant reports.
 - o The Finance Department provided financial information regarding the Community Action Grant.
 - o Filing quarterly reports for various grants.
 - o Journal Entry adjustments
 - o The Finance Department has been tasked with the Community Action Grant Exit Reports. Our tasks include:
 - Looking through each exit report and see if there are missing receipts, documentation, return of unspent funds.
 - Draft and send letters to applicants owing more information or owing money that has not been spent.
 - Sending emails to applicants owing exit reports.
 - Draft and send letters to applicants owing exit reports.
 - Follow up on every account.
- Human Resources Department
 - o Processed five personnel action forms.
 - o Completed termination process for six employees.
 - o Created two reports within Accounting Software Caselle: Employee List with Grade, Step, and Hourly wage; Employee Retiree Report.
 - o Created an Employee PCN List.
 - o Created an Employee with participating PERs Tier List.
 - o Conducted one exit interview.
 - o Resolved three health insurance issues for employees.

- Public Works
 - Helped in training the new PW Assistant in Accounts Payable.
 - Helped in training the new PW Assistant in how to generate Water & Sewer Services Revenue and Expenditures compared to the budget for the RUBA report.
 - Added an attachment to the monthly bills detailing the responsibilities of the account holder to receive their services in a timely fashion, for Hauled Water & Sewer Departments.

- Planning Department
 - Processed four permits, licenses, and fees.
 - Processed 0 site plan permits.

- Police Department
 - Did not upload any PC Slips since February.
 - Processed 30 taxi permit payments.
 - Processed one chauffeur payment.

Investments

The City of Bethel began the process of revitalization of its investment portfolio with its first investment on March 17, 2022. Thus far, those investments have earned interest north of \$200,000 during the FY23 fiscal year, with the investment and banking accounts that the City holds. The 10-year average for holding a 5-year US Treasury Note is 1.755%. Bethel's average yield is 3.65% exactly doubling the 10-year average.

FY24 Operational Budget

During the budget meetings, there were several discussions pertaining to Indirect Cost Recovery and the General Wage Increase.

Indirect Cost Recovery:

Prior to April 18th, the methodology for the indirect cost was essentially a reverse engineered strategy to duplicate what the prior Finance Director had established. This strategy proved to be very effective and

was within 2% of what that item should have been using the exact formula. On the 18th, the original formula from former Director Blake was located. The expense allocation that she utilized is as follows:

FY24 Budget			
General Fund Departments	Total Budget Amounts	Percent to be Allocated	Amount to be Allocated
Admin	\$922,283	40.00%	\$368,913
Clerk	\$445,199	50.0%	\$222,600
Finance	\$1,818,419	50.00%	\$909,210
Legal	\$334,399	20.00%	\$66,880
Total	\$3,520,300		\$1,567,602

The Acting Finance Director then notified City Council that minor amendments needed to be made and that for the next budgeting cycle he would like to review the indirect cost recovery, and if necessary, make changes. After receiving direction from the City Manager, the Acting Finance Director then researched several cities to determine their methodology and what percentage of their General Fund revenues was earned via an indirect cost recovery line-item, just for comparison purposes that can be presented to City Council. He reviewed: Seattle, Anchorage, Juneau, Sitka, Ketchikan, and Kenai (findings are attached). To avoid any perception of bias, he then requested the Carmen Jackson Team to reconstruct the Indirect Cost Recovery line-item and their recommendation is as follows:

FY24 Budget			
General Fund Departments	Total Budget Amounts	Percent to be Allocated	Amount to be Allocated
Admin	\$922,283	43.70%	\$403,038
Clerk	\$445,199	43.7%	\$194,552
Finance	\$1,818,419	43.70%	\$794,649
Legal	\$317,827	43.70%	\$138,890
Total	\$3,503,728		\$1,531,129

The allocation percentages should be reviewed at least once every five years so that it can be adjusted to reflect any major changes within the organization.

General Wage Increase

The General Wage increase, in the FY24 operational budget, has become a point of contention. The budget presented to City Council was an attempt to build upon past precedent. Within the past eight budgets, the insertion of the general wage increase has been inconsistent but most of those years it has been present, as illustrated below.

	Increase in General Wage	No Increase in General Wage	Possible Attempt at Actual Wages
Years	4	3	1

The budget began being developed in November 2022 and finalized during the last weeks of March. During this period all suggestions and requests were considered. However, it wasn't until after the budget was presented to City Council that during an internal discussion, there was a request that the 2.5% general wage increase be removed from the budget. The internal discussion lasted until April 27th. Now, we are making major structural changes to the budget and appreciate everyone's patience as we undergo that process.

In this section, it is important to detail those concerns, so that the ramifications for this decision can be recognized.

1. This is an operational expense and needs to come out of the operational budget – rather than a budget modification that utilizes the City's, now, limited reserves.
2. If these funds are not encumbered in the budgeting process, the City could make decisions not reflecting these highly probable expenses, this could lead to overspending.
3. During the latest round of Union Negotiations, the PTO arrangement did not come from the operational budget, it came from the City's cash reserves.

Attached, is the salary section for the Property Maintenance Department from FY 2016 – 2023, eight years' worth of budgets.

Finance Committee

Finance Committee Meeting March 27th, 2023

- The Acting Finance Director reviewed the Comprehensive Plan with the Finance Committee

- The Council Representative requested that the Finance Department to expand efforts to push for customers to use electronic services:
 - o The Acting Finance Director had an interview with KYUK discussing alternative payment options.
 - o The Finance Department had an excerpt in “In the Loop” about ways sales tax and utility payments can be made online.
- During the meeting there was a question regarding removing city licenses from the BMC (Chapter 5).
 - o Former director Wright had a very similar discussion with the City Attorney and the City Clerk. He strongly advised against such a decision. Hearing that conversation and rereading the email threads afterwards; the current Acting Finance Director agrees with his rationale for keeping the license requirement. Also, several sales tax audits have been based upon and determined by if an entity had a Bethel business license or not. To repeal the business license requirement after taking several entities through the sales tax audit and legal litigation processes, wouldn’t be fair.

Finance Committee Meeting April 24th, 2023

- This meeting did not meet quorum.

Forgiveness of Uncollected Taxes, Penalties, and Interest

(4.16.290(C) BMC Quarterly Report)

“C. Except as provided in subsections A and B of this section, the city may not forgive or waive any amount of uncollected sales tax, interest or penalty. This section shall not prevent the finance director, with the concurrence of the city manager, from discharging debts determined to cost more to collect than what is owed. Such discharges shall occur quarterly, and a report shall be provided to the council of all such discharges at the next regularly scheduled meeting following said discharge. [Ord. 17-39 § 2.]”

During the first quarter of 2023, neither uncollected sales tax, interest, or penalties were forgiven.

Challenges

- The Finance Department is doing significantly better than we have been in maybe a year. We are beginning to see the fruits of labors done in months prior and the affects from the 2022 3rd quarter exodus of staff still wears on us, but less so than in previous months due to the increased capacity of newer staff.
- Tardiness in submitting P-Card holder submitting their receipts. This is really slowing down the reconciliation process.

Goals for the near Future

- To have adequate staffing with the passage of the FY24 operational budget.
- Developing a schedule-based system for the sales tax department, so that we can prepare in advance for the more complicated sales tax-related inquiries.
- Revamping all sales tax and utility billing forms
- We completed establishing internal audits for sales tax, now we are going to implement them for payroll and utility billing.

Attachments:

- Fiscal Year 2010 Finance Department Personnel
- Finance Department Restructure Plan
- Hauled Utilities Attachment
- Indirect Cost Recovery Proposal and Explanation
- General Wage Budget Presentation for eight years

MEMORANDUM

DATE: May 3, 2023

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report for May 9, 2023 Bethel City Council Meeting



Grant Applications Submitted

Healthy & Equitable Funding Grant

I prepared and submitted an application in response to Round 2 of the City's Healthy & Equitable Funding grant. The City's Round 1 funding of \$37,703 is being used to develop a playground in Pinky's Park near the baseball diamond. The City's Round 2 funding application requested funds to cover the remaining costs to properly install the playground in Pinky's Park (borders, wheelchair ramp, surface material) and cover the full cost of a playground purchase and installation in Harbor Park.

CTP and TAP Projects Pass State Review

The City of Bethel's Community Transportation Project grant request and both of its Transportation Alternative Project grant applications have passed two State Department of Transportation & Public Facilities reviews and are heading to the Project Evaluation Board for scoring. The Board meets at the end of May for two days to score projects and recommend funding.

Bethel City Council will consider three resolutions at their May 9, 2023 regular council meeting. City Administration feels that the CTP application for Donut Hole Road funding offers the most bang for the City's match dollar. The proposed Donut Hole Road would run south from Ptarmigan Street by Lulu Heron to the edge of Ciullkulek Subdivision and connect to Chief Eddie Hoffman Highway.

Grant Applications to Prepare

Community Bridge Investment Program

The City is waiting for the Alaska Department of Transportation and Public Facilities to announce the community bridge investment program funding opportunity. The City hopes to apply for funding for the box culvert to be placed under Ptarmigan Street where Ptarmigan Creek will flow under it and the City will solve its beaver problem that is threatening road stability.

Energy Efficiency and Conservation Block Grant Program

The City of Bethel has a chance to secure \$75,220 in formula grant funding from Energy Efficiency Conservation Block Grant Program. City Administration is considering the purchase of solar panels for city buildings.

Grant Administration

FY 23 APEI Safety Grant

Police Chief Hicks ordered a drone that will be used in search and rescue operations. Part of the drone funding came from the city's FY 2023 safety grant in the amount of \$5,000.

Bethel Heights Water and Sewer Improvements

According to Jennifer Brown with the State's Grants and Contracts Section, the City's \$14 million grant agreement is in draft form and circulating internally for signatures. The City is anxious to get started on this project. DOWL expects that it will take one year to acquire easements and design the project before construction can begin.

Purchasing Agent Duties

RFPs

Other bid documents on which I am working: bulk fuel, track carrier purchase, bulk culverts, and chemical feed pumps for both water treatment plants.

Current Grants and Loans

Active grants/loans:	19
Grant amount in play:	\$24,990,246
Loan amount in play:	<u>\$8,423,786</u>
	33,414,032

#	Grant	Amount	Expiration
1	CSP - DHSS FY 2023	\$323,081	6/30/2023
	Police Department needs to spend grant money on cleaning supplies and winter and protective clothing. The Program overspent on gasoline charges.		
2	USDA Loan - Avenues	8,250,000	None
	After receiving a low bid of \$42 million as a result of the City's first bid round, the City had DOWL revise the design and bid documents to reduce the project by 40%. The number of households to be connected to piped water and sewer service went from 140 to 88. The City recruited bids for 30 days. One bidder responded with a bid of \$35 million. The price is too high relative the funding available to the City. This project is on hold until further notice.		
	To do: Prepare report for USDA summarizing progress and expenditures.		
3	USDA Grant - Avenues	5,021,000	None
	The USDA grant cannot be spent until the loan funds are exhausted. The City will likely receive additional grant funding in USDA's next grant/loan offer.		

4	21SHSP-GY21 - Radios and Training	71,000	9/30/2023
	The Fire Department finally received the batteries for the portable radios it ordered 6 months ago. The radios have been programmed and put to use. The Police Department needs to find a good course that meets the needs of investigator interrogation training and let me know so that I can complete the Procurement Method Report for approval by the Division of Homeland Security. The Police Department needs to provide me with taser instructor training documents so that I can seek reimbursement.		
5	22SHSP-GY22 - Police Radios	39,900	9/30/2024
	Police Department ordered 9 portable radios. The City will close the grant once the radios are received in good condition.		
6	Section 5311: Rural Area Formula (CARES Act)	731,328	9/30/2023
	The City Transit Manager is about to file his last Billing Summary to use up this entire grant, as directed by the Alaska Department of Transportation & Public Facilities.		
7	COPS – School Violence Prevention Program-LKSD	500,000	3/15/2023
	I completed the Final Progress Report. The Finance Department must complete the Final Financial Report and the city can close this grant. The Lower Kuskokwim School District was only able to spend \$12,000 of the \$500,000 awarded.		
8	COPS Hiring Program - School Resource Officer (SRO)	125,000	6/30/2023
	The City received a one-year extension on the grant. The Finance Manager submitted a report to claim the entire \$125,000 in grant funds. The City must request LKSD to pay for SRO salary not covered by grant.		
9	Yukon-Kuskokwim Health Corporation Diabetes Prevention & Control Program	\$4,738	None
	To do: Complete Final Report and close grant.		
10	FY 23 Alaska Public Entity Insurance Safety Grant	\$5,000	6/30/2022
	The Police Department ordered a drone that cost \$6,928.20 that will be used for search and rescue operations in which the Police Department takes part. The City will have to work with FAA officials, the city attorney, and other stakeholders to develop a drone program.		

11	Coronavirus Local Fiscal Recovery Fund (ARPA)	\$3,361,604	12/31/2024
	I completed the ARPA report due by April 30, 2023. The City spent the following so far:		
	<u>Description</u>	<u>Spent</u>	<u>Encumbered</u>
	Chemical Storage Building	\$102,319	\$1,500,000
	Lift Station Repairs	\$270,340	\$190,000
	KYUK Radio Tower	\$250,000	\$250,000
	Gen. Gov. Services	\$39,358	
12	Designated Legislative Grant YK Fitness Center Gym/Track Design	\$500,000	6/30/2026
	No money has been spent on the project thus far. The last report was filed by the April 30, 2023 deadline. City Administration continues to look for construction funds.		
13	Justice Assistance Grant (JAG)	\$14,108	9/30/2023
	Police Chief about to purchase one drug dog and send an officer to training with the dog.		
14	Healthy & Equitable Funding	\$37,703	5/31/2023
	The City ordered playground equipment for installation in Pinky's Park. The playground equipment should be in Bethel on the first AML barge of the season (late May 2023). The City will pay the playground company to install it.		
15	Camp Initiative Grant	\$15,000	TBD
	Prepared and submitted a FY 2024 Camp Initiative Grant application for the same amount of money and use as last year. No word from the Alaska Community Foundation.		
16	VSW Capital Improvement Project Grant	\$14,000,000	TBD
	According to Jenn Brown in State Grants and Contracts Division, the city's grant agreement has been written and circulating internally for final approval. Once the City signs the grant agreement, it will work to design the Bethel Heights Water Treatment Plant so that the Lower Kuskokwim School District can connect to it and have piped water and sewer services for the new Ayaprun School being constructed.		
17	State Revolving Fund Loan – Drinking Water	\$86,893	6/29/2027
	All invoices have been uploaded. The City should be receiving this money and returning \$11,893 to close out the loan.		
18	State Revolving Fund Loan – Clean Water	\$86,893	6/29/2027
	All invoices have been uploaded. The City should be receiving this money and returning \$11,893 to close out the loan.		

Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



April 2023 Current Events

- **Time Off:**

This month, I took a week for some PTO. During this time, my technician was manning the office and trying to keep on top of the daily fires that would pop up during my absence. For the first time since I've been in a director position, I was able to come back from vacation without there being a mass of problems waiting for me. This certainly helps with my personal work morale, and I greatly appreciate having the assistance. As time goes on and he gains more experience, I should be able to become more and more comfortable with taking time away without the constant stress of worrying about the various other departments.

- **FY24 Budget Completed:**

Another milestone for this month was the completion of my FY24 budget review with council. There are several items I'm pursuing this year including the replacement of all old office printers, the possible replacement of desktop computers, and putting up more wireless shots around the City buildings to further bolster the resiliency of our new internal infrastructure. As we come out of the harshest points of Winter, I'm pleased that I had very few problems with the existing wireless antennae that were put in early this year.

- **Drone Surveys:**

In working on the upcoming SIKLU redundancy project, my department has been collaborating with ACS to try and find some viable locations and wireless shots to add. It becomes a challenge in the colder months because our heavy lifter equipment doesn't work too well in the freezing temperatures and it's a pain to drive those machines to various locations due to ice and snow on the roads. Climbing onto rooftops is also dangerous in snowy conditions. This makes it difficult for us to have this information gathered in time for Summer and we lose valuable time to order equipment ahead of breakup.

As a work-around, I picked up a camera drone for our department that we were able to use to check line-of-sight, visibility, and how high our antennae would need to be in order to see the target buildings from a given location. Our aim is to add shots going from the Port office to the small-boat harbor, from the small-boat harbor to the landfill, and from Public Works to the Police Dept. If we can add in these shots, then we have at least two points on every City building for information to travel, which should help to mitigate or even eliminate downtime if issues arise with a given antenna.

Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



We have registered our drone with the FAA. Below are some examples of the views we were able to make during our building surveys:

Looking from the Port to the Small-Boat Harbor Office



Looking from Public Works towards the Police Dept



Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



Looking from the Small-Boat Harbor to the Landfill



Looking from the Bethel Heights Water Antenna to Public Works



Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



- **Vehicle Citation Equipment for Police:**

A couple of months ago, the Police Chief requested our help in trying to obtain pieces of equipment that would allow them to set up laptops inside two of their vehicles for the purposes of creating citations in the field. This month, we finally received all that equipment and have passed it onto the Police Dept to worry about the installation. If that experiment is successful, we may look at outfitting more of the squad cars with similar equipment. Provided this happens, it may be a springboard on my possible APSIN-in-vehicles project in the new fiscal year.

- **Email Impersonation Defenses:**

Since I've been working with our managed IT service partners, I had assumed a certain collection of countermeasures were in place to help defend against mail impersonation especially as it relates to our council members and administrative personnel being 'spoofed'. Quite often, emails will go out from people posing as a council member requesting gift cards or some other peculiar ask, however, it's typically very easy to see that the address is not the legitimate email of the individual and that the message is obviously a scam.

This is a common problem, but there are some defenses that can be employed to help nip these types of emails in the bud. During some research, I learned that we were actually missing a few of these basic blocks and so I have endeavored to correct the oversight. Internally, mail should hopefully now be rejected from hitting a user's inbox if it does not have the correct email address associated with it. Time will tell how effective the defenses are, but I imagine the number of fake emails (at least from internal staff and council members) should drop sharply.

- **Normal Business:**

The rest of the month has been filled with normal daily trouble-ticket response for issues regarding printing, scanning, file access, and employee management.

Memorandum

Date: May 1, 2023

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



Future Plans

- **Lease Hunting:**

As we inch towards the finalization of the FY24 operational budget, I will begin hunting down quotes for leases on some of the new equipment I hope to get for the City. Lining these up close to the turn of the fiscal year will, hopefully, reduce any wait-times in receiving our new hardware.

- **Training:**

I will be trying to line up training for my department as we roll over into the new fiscal year. I would like to pursue A+ certification for my technician while also refreshing some of my lapsed certifications. He is set to attend classes in early May. This will be an online course that I'm optimistic our new OneWeb/Starlink Internet will be able to facilitate with no troubles.

CITY OF BETHEL POLICE DEPARTMENT



April 2023 Monthly Report

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Safety Patrol (three grant funded)	3	2	1
Community Service Officer	2	1	1
Evidence and Record Custodian	1	1	0
Administrative Assistant/Taxi Inspector	1	0	1
Public Safety Dispatcher (one E911 funded)	5	4	1
Public Safety Dispatch Supervisor	1	1	0
Peace Officers (one grant-funded/reimbursed SRO)	19	15	4

Operations:

Operations Tempo				
	April 2023	March 2023	April 2022	2023 Total
Calls Total	1384	1207	1250	4950
Reports Total	99	102	84	392
Intoxicated Pedestrian Calls	118	117	264	414
Driving Under Influence Calls	14	13	33	43
Domestic Violence Reports	11	13	23	53
Animal Calls	24	29	47	126
Animal Bite Reports	0	1	0	2
Sexual Assault Reports	9	6	6	27
Death Investigation Reports	0	1	2	2

Training

Officer Murphy attended Fire/Arson Investigation training in Sitka. Chief Hicks attended Law Enforcement Management training in Anchorage.

Operations

The department received a UAV purchased via grant. Personnel are currently going through the FAA-required training for their UAV pilot certificate. We are also updating the department SOP to reflect UAV operations in the future.

3 department vehicles have been delivered to Alaska Safety in Anchorage and are currently being marked and equipped. Expected for delivery on the first barge.

Two mobile data terminals are being installed and tested in two of our patrol vehicles.

Personnel

Officers Griffin, Saat, and Turk resigned. We have 3 personnel currently going through the hiring process, with one expected to start in mid-May. We are working on several other possible police applicants' background checks. We are actively recruiting to fill vacant patrol, dispatch, and administrative positions.

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



To: Peter Williams, City Manager
From: Edward Flores, Acting Port Director
Subject: April 2023 Managers Report

- **Small Boat Harbor**

We are still doing daily checks in the Small Boat Harbor; we are currently working on getting the abandoned vehicles tagged & removed. We have been cleaning up the north and south side parking of snow so that we end up with a less watery surface.

- **City Dock/Beach 1/Petro Port**

We are starting to see signs of life in the dock! Workers and machines are starting to show up to work on the tub boats prior to brake up. I believe we have seen workers on all but three vessels in the yard. We have kept up with the snow around the dock, vessels, and yards. The city dock is roughly 85% snow and ice-free. And we are looking to add a gravel cover to the entrance and possibly to the face of the dock before the first barge. The replacement of the headers at the Petro port is going well. I spoke to the Manager at Crowley, and he said they will be done before the summer season. The front gate is open until 1600 hours, Monday through Friday.

- **Port Office**

There are no issues to report for the Port Office, and it still operates well. Building Maintenance is doing daily checks on the building. We are reviewing our summer forms and ensuring they are all corrected for this year. And have the appropriate charge rates on them. The office is open Monday through Friday from 8 to 4.

- **Admin**

Our monthly storage is prepped and will head out the door this first week of May.. We are currently looking around for Heavy Equipment training for our new grader. The Port Commission did not have a quorum this month. Our next meeting will be on May 15, 2023, at 7 p.m. at City Hall.

- **Seawall**

The Port crew is doing daily checks along the seawall. Constant clean-up, as needed. The lower access has been used this winter for cross-country skiing. We have been clearing the culverts in the float plane area and around the port so that when we do melt, we won't find ourselves self-flooded with more water than we should be. We have been lending a hand with clearing out culverts around town. And this is the last week we will be checking the mail daily. So that we can focus on the city dock and small boat harbor before summer is in full swing.

- **Misc.**

We are maintaining the cleanliness around the waterfront as much as we safely can. Our dredging efforts this spring didn't get off the ground due to weather conditions and available employees. Hopefully, we can get farther this coming spring.



William Arnold, Public Works Director
1155 Ridgecrest Drive
PO Box 649 Bethel, AK 99559
P: (907) 543-3110
F: (907) 543-2046
warnold@cityofbethel.net

MEMORANDUM

DATE: 4.30.2023
TO: Peter Williams, City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department

Programs/Divisions

Hauled Utilities: Losing 4 drivers by the end of the month, this will be impacting Services in May. For the Month of April 2023 our department has remained caught up on our scheduled deliveries. Currently we have one sewer truck in the shop being repaired. We have one water truck down and waiting for replacement parts to arrive. If, the city DOES NOT want to lose Tamara Camille, the City of Bethel needs to find a way to numerate her value to the City.

Utility Maintenance: 13 alarms on residential lift stations were responded to. Multiple issues with grinder pumps, and float systems

- Monthly meter reading and service connections were completed.
- Clean up and organization of shops and vehicles.
- 13 residential lift station repairs.
- Tundra Center lift station still in dire need of repairs/ replacement. Currently, lift station is not functioning at full capacity/ has required creativity to modify pump to continue to operate.
- Mixing up main lift station by hand with soap to prevent matt build up
- leveling activities on low-flow and plugged sewer lines
- The few flushing activities that have required longer than 16 hours of work have been handled by rotating men on rest.
- Utility Maintenance has 3 vacant staff workers still short staffed

Property Maintenance:

0 of 2 Temporary positions filled. Positions posted since early 2022.
4 of 4 FTE positions filled.

POOL: Add glycol to increase boiler pressure. Reset boilers due to FSG alarm.

COURTHOUSE: Hung AED in DA office. Repair wiring on boiler.

CITY HALL: Replace broken keys. Unclog toilet.

TRANSIT: Program new overhead door remote openers.

PUBLIC WORKS: Repair building maintenance door. Repaired switch and replaced water pump on steamer. Work on south side overhead door. Welded door stops on middle overhead door to prevent it from coming out of its tracks. Completed remodel of Public Works Admin office. Working on remodel of Public Works Director office.

TEEN CENTER: Replace circulation pump on boiler A. Replace fuel nozzle on boiler A.

Main Water Plant: Repair glycol leak on unit heater. Replaced leaking pressure gauge on boiler. Changed fuel filters on boilers.

Police Station: Worked on broken garage door. Repaired clogged toilet. Repaired boiler in garage.

Fire Station: Work on clearing backed up floor drains.

Road Maintenance:

Streets and Roads has both steamers out on the spring thaw that is going on now, and as of now 41 culverts have been thawed out. Because of the thaw and freeze we had earlier this month, more than once, we had to steam some of those culverts up to two or three times in order to keep the water running through them.

Streets and Roads had the graders out during the 2- or 3-hour window on the last freeze up in April, on H-Marker Rd, City Sub, Akakeek St, and Ptarmigan St. The graders were out after hours until it froze up, too much to grade and this hold up until the spring thaw started.

Streets and Roads has been digging out the ends of the culverts with the 420D backhoe before the spring thaw.

Street and Roads work on both steamers replacing worn out parts and cleaning the steam coils out on both steamers by running acid through the coils to clean it out.

Vehicles and Equipment:

As usual fixing, repairing and maintaining vehicles and equipment as needed. Had 1 guy quit and hired another guy who will start on 5-2-23.

Transit System:

This month has been a busy month for Transit. With the warm weather, the ridership has increased and has surpassed the past months with ridership and fares. The ridership consisted of: 572 Seniors, 14 Youth, 77 Adults, 109 Disabled, and 305 Pass riders. Total fares is \$1,491.00. Bus 440 logged 2,668.9 and fuel pumped was 360.119. 3 Elder and 3 Adult month passes and 74 Day passes were purchased for the month. All monthly invoices are up to date to the state and the 3rd Quarterly Report has been submitted. Have a great summer!

Landfill & Hauled Refuse: With the warm weather's arrival the landfill staff have been busy shredding, draining refrigerant from freezers, and draining all fluids from junk cars and trucks and building berms for the hauled waste cell. The landfill is doing well, and signage has benefitted both customers and staff. We are currently understaffed and accepting applications.

With help from other staff from the port and public works we have been able to manage but being short-staffed is a challenge. In April the Hauled Refuse truck brought in 72 loads of dumpster trash, the city brought 4 misc. loads of trash, 117 private citizen loads, 1,195 cubic yards of commercial waste, 3 refrigerators/freezers and 7 junk vehicles.

Staffing Issues/Concerns/Training:

Department:	Hauled Utilities	Utility Maint.	Landfill & Refuse	Vehicles & Equipment	Streets & Roads	Bethel Transit	Property Maintenance
Filled Positions:	13	6	3	5	4	3	5
Total Funded Positions:	15	9	6	7	5	3	7
Percentage	87%	67%	50%	71%	80%	100%	71%



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

April 2023

Good morning,

April has been a busy month. So far this month has surpassed all the past months with ridership and total bus fares. Bus 440 logged **2,668.9** miles and fuel pumped in was **360.119**. The ridership consisted of: Seniors-**572**, Youth-**14**, Adults-**77**, Disabled-**109**, and Pass riders-**305**.

3 Elder and 3 Adult month passes were purchased along with 74 day passes. Total fares for April is **\$1,491.00**.

Bus 439 has been in the shop with mechanical issues. As soon as it is repaired, Bus 440 will have its monthly service. Hoping to have a busy summer this year.

For the monthly invoices submitted to the state, there is 1 remaining to be reviewed and when it is approved, this will deplete the CARES ACT grant of \$731,328.00 to which I will ask for a letter stating that the grant has been all used for reimbursement to the City of Bethel. With the approval from the state, I have already submitted invoices to the state under the CRRSAA(Coronavirus Response and Relief Supplemental Appropriations Act) grant. I have submitted the 3rd Quarterly Report to the state as well.

Evon A. Fox, Jr.
Bethel Transit Manager

CITY OF BETHEL
COMBINED CASH INVESTMENT
JUNE 30, 2023

COMBINED CASH ACCOUNTS

TOTAL COMBINED CASH	
TOTAL UNALLOCATED CASH	

CASH ALLOCATION RECONCILIATION

100	ALLOCATION TO GENERAL FUND	7,998,679.09
270	ALLOCATION TO COMMUNITY SERVICE PATROL GRANT	(143,307.24)
400	ALLOCATION TO YK REG AQUA HLTH & SAFETY CTR	(2,604,213.75)
410	ALLOCATION TO E-911 SYSTEM/SURCHARGE	6,877.38
500	ALLOCATION TO SOLID WASTE SERVICES	3,549,484.15
510	ALLOCATION TO WATER & SEWER SERVICES	6,012,187.61
520	ALLOCATION TO MUNICIPAL DOCK	6,112,279.39
530	ALLOCATION TO LEASED PROPERTIES	896,067.02
560	ALLOCATION TO BETHEL PUBLIC TRANSIT SYSTEM	(357,112.60)
570	ALLOCATION TO VEHICLES & EQUIP MAINTENANCE	(603,562.20)
TOTAL ALLOCATIONS TO OTHER FUNDS		20,867,378.85
ALLOCATION FROM COMBINED CASH FUND - 001-10100		
ZERO PROOF IF ALLOCATIONS BALANCE		20,867,378.85

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

GENERAL FUND

ASSETS

100-10100	CASH IN COMBINED FUND	7,998,679.09
100-11000	PETTY CASH/CASH IN TILL	.00
100-11010	PETTY CASH/CASH IN TILL-YOUTH	70.00
100-11020	PETTY CASH/CASH IN TILL-POLICE	256.18
100-11030	PETTY CASH/CASH IN TILL-FINANC	500.00
100-11040	PETTY CASH/CASH IN TILL-RECYCL	.00
100-11050	PETTY CASH/CASH IN TILL-PORT	.00
100-11060	PETTY CASH/CASH IN TILL-PLANNI	.00
100-11080	PETTY CASH/CASH IN TILL-PW ADM	.00
100-11200	INVESTMENT-PIPER JAFFRAY	.00
100-11210	INVESTMENT-WELLS FARGO	.00
100-11211	INVESTMENT-WELLS FARGO SWEEP	.00
100-11220	INVESTMENT-MORGAN STANLEY	.00
100-11230	INVESTMENT-MERRILL LYNCH	.00
100-11240	INVESTMENT-AMLIP	.00
100-11250	INVESTMENT-WF INVESTMENT LOC	.00
100-11260	INVESTMENT-WF INVESTMENT ACCT	.00
100-11700	WELLS FARGO - HOUSING	.00
100-12000	ACCOUNTS RECEIVABLE-EMP ADV	.00
100-12010	ACCOUNTS RECEIVABLE-EMP TRAVEL	.00
100-12020	ACCOUNTS RECEIVABLE-BTC MODULE	586,559.55
100-12030	ACCOUNTS RECEIVABLE-AR MODULE	295,891.45
100-12040	ACCOUNTS RECEIVABLE-BL MODULE	400.00
100-12050	ACCOUNTS RECEIVABLE-NSF CHECKS	.00
100-12090	ACCOUNTS RECEIVABLE - MISC	.00
100-12100	ACCOUNTS RECEIVABLE-GRANT STAT	.00
100-12200	INTEREST RECEIVABLE	10,017.16
100-12800	ACCRUAL - TAXES	843,060.10
100-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(18,575.20)
100-12910	ALLOWANCE FOR DOUBTFUL ACCTS	.00
100-13000	INVENTORY-GRAVEL	.00
100-13200	INVENTORY - HEATING FUEL	31,868.10
100-13210	INVENTORY - GASOLINE	.00
100-13220	INVENTORY - DIESEL	.00
100-13300	INVENTORY-TREATED LUMBER	2,361.99
100-13400	INVENTORY - SODIUM CHLORIDE	.00
100-13401	OTHER RECEIVABLE	.00
100-13410	INVENTORY - CALCIUM CHLORIDE	.00
100-13500	INVENTORY - PIPE	29,098.50
100-13509	UNAPPLIED CASH	.00
100-13510	INVENTORY - PIPE SEAWALL	.00
100-13600	INVENTORY-GARDEN SUPPLIES	.00
100-13610	INVENTORY-OFFICE/CLEANING SUP.	.00
100-13620	INVENTORY-FOOD OTC	.00
100-13630	INVENTORY-P&R SUPPLIES	.00
100-13700	ADP ADVANCE PAYROLL	.00
100-13900	INVENTORY - 100 YEAR BOOKS	.00
100-17600	PREPAID INSURANCE	238,937.03
100-17700	PREPAID WORKERS COMP	36,390.87
100-17800	PREPAID - OTHER EXPENSES	13,930.97
100-17900	PREPAID- PERS FORFEITURES	.00
100-18000	SUSPENSE	(96,275.16)
100-18100	SUSPENSE - RED CROSS DONATIONS	.00
100-18200	SUSPENSE - TAX REIMB	.00
100-18300	SUSPENSE - BULK DIESEL FUEL	70,684.12

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

GENERAL FUND

100-19500	MISC RECEIVABLES - GENERAL FUN	2,925,632.54	
	TOTAL ASSETS		12,969,487.29
	LIABILITIES AND EQUITY		
	LIABILITIES		
100-20100	VOUCHERS PAYABLE	(4,500.38)	
100-20400	CREDIT CARD PAYABLE	.00	
100-20500	ENCUMBRANCES	.00	
100-20700	PAYABLE - CHILD SUPPORT	.00	
100-20710	PAYABLE - GARNISHMENT	278.40	
100-20720	PAYABLE - SOCIAL SECURITY	12,120.03	
100-20730	PAYABLE - MEDICARE RESERVE	.00	
100-21000	ACCRUED PAYROLL	.00	
100-21100	RETURNED STALE DATED PAYROLL	3,858.25	
100-21200	PAYABLE FED W/H	70,822.52	
100-21300	PAYABLE MEDICARE FICA	18,808.89	
100-21400	PAYABLE PENSION PLAN	.00	
100-21410	PAYABLE - PERS	187,848.86	
100-21420	PAYABLE - PCORI	.00	
100-21510	PAYABLE - DEFERRED COMP ICMA	.00	
100-21520	PAYABLE - DEFERRED COMP NACO	.00	
100-21530	PAYABLE - DEFERRED COMP LINCOL	.00	
100-21600	PAYABLE - HEALTH INSURANCE	125,339.82	
100-21610	PAYABLE - AFLAC	2,599.25	
100-21620	PAYABLE - WORKERS COMP	.00	
100-21700	PAYABLE - UNION DUES	271.98	
100-21800	PAYABLE - UTILITY DEDUCTION	.00	
100-21900	PAYABLE - OTHER DEDUCTIONS	36,953.02	
100-21910	PAYABLE-PAYROLL TAX PEN/INT	.00	
100-22100	ACCRUED VACATION	.00	
100-22200	ACCRUED SICK LEAVE	.00	
100-22300	UNEMPLOYMENT POOL	.00	
100-22600	PAYABLE-PERS	.00	
100-23100	PAYABLE - PD EMP SEC DEPOSITS	.00	
100-23200	UNCLAIMED PROPERTY PAYABLE	15,156.01	
100-25900	DUE TO/FROM OTHER FUNDS	.00	
100-26000	DEFERRED REVENUE	.00	
100-26010	DEFERRED REVENUE - F10 GRANTS	.00	
100-26500	LTD-FIRE TRUCK PAYABLE	.00	
100-26900	INSURANCE CONTINGENCY	.00	
100-27000	DEFERRED REVENUE - SALES TAX	192,499.99	
100-27010	DEFERRED REV-GRAVEL (NON-CASH)	.00	
	TOTAL LIABILITIES		662,056.64
	FUND EQUITY		
100-36200	FB RESERVE - FUEL INVENTORY	.00	
100-36300	FB RESERVE - OFFICE SUPPLY	.00	
100-36400	FB RESERVE PREPAID EXPENSES	.00	
100-36500	FB RESERVE - INSURANCE	.00	
100-36600	ENDOWMENT FUND BALANCE	.00	

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

GENERAL FUND

100-36700	FB RESERVE - 100 YEAR BOOKS		.00	
100-37000	RESERVE - CURRENT YEAR		.00	
100-37500	RESERVE - LAST YEAR		.00	
100-38000	RESIDUAL EQUITY TRANSFERS		.00	
UNAPPROPRIATED FUND BALANCE:				
100-39800	CUMMULATIVE CHANGE EFFECT		.00	
100-39900	FUND BALANCE-GENERAL FUND	12,806,981.70		
	REVENUE OVER EXPENDITURES - YTD	(597,000.08)		
	BALANCE - CURRENT DATE		12,209,981.62	
	TOTAL FUND EQUITY			12,209,981.62
	TOTAL LIABILITIES AND EQUITY			12,872,038.26

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-40-4300 TAX - SALES	5,579,376.53	6,985,603.37	7,800,000.00	814,396.63	89.6
100-40-4301 PENALTIES & INT - SALES TAX	105,399.33	128,517.53	33,000.00	(95,517.53)	389.5
100-40-4310 TAX - TRANSIENT LODGING	209,561.59	364,084.05	512,000.00	147,915.95	71.1
100-40-4320 CIGARETTE AND TOBACCO TAX	310,837.14	419,040.09	675,000.00	255,959.91	62.1
100-40-4322 MARIJUANA TAX	539,374.59	682,077.31	850,000.00	167,922.69	80.2
100-40-4330 TAX - ALCOHOL USE	188,718.27	254,666.20	500,000.00	245,333.80	50.9
100-40-4340 TAX - MOTOR VEH REGISTRATION	21,356.88	29,950.60	50,000.00	20,049.40	59.9
100-40-4342 AK REMOTE SELLER SALES TAX	475,222.91	576,403.68	600,000.00	23,596.32	96.1
100-40-4344 TAX - FISH	.00	.00	.00	.00	.0
100-40-9900 DO NOT USE	.00	.00	.00	.00	.0
TOTAL TAXES	7,429,847.24	9,440,342.83	11,020,000.00	1,579,657.17	85.7
<u>STATE & FEDERAL REVENUES</u>					
100-42-4101 FEDERAL STIMULUS REV. SHARING	.00	.00	.00	.00	.0
100-42-4102 PILT PROGRAM - STATE	.00	983,653.91	950,000.00	(33,653.91)	103.5
100-42-4201 SOA-POLICE THERAPEUTIC COURT	.00	.00	250.00	250.00	.0
100-42-4202 SAFER GRANT REV	.00	.00	.00	.00	.0
100-42-4203 COMMUNITY DIVIDEND	.00	.00	102,000.00	102,000.00	.0
100-42-4204 PERS ON BEHALF	.00	.00	320,000.00	320,000.00	.0
100-42-4205 STATE REVENUE SHARING	.00	.00	.00	.00	.0
100-42-4206 MUNICIPAL ASST/SAFE COMMUNITY	.00	.00	.00	.00	.0
100-42-4207 MISCELLANEOUS STATE REV	.00	.00	500.00	500.00	.0
100-42-4208 SOA-BYC FOOD SRVC PROG GRANT	.00	.00	.00	.00	.0
100-42-4209 STATE OF AK UI TRUST FUND	.00	.00	.00	.00	.0
100-42-4211 SOA- LIQUOR LICENSE	.00	.00	.00	.00	.0
100-42-4345 SOA ELECTRIC CO-OP TAX SHARE	.00	20,544.74	20,000.00	(544.74)	102.7
100-42-9409 GRANT - BICYCLE SAFETY	.00	.00	.00	.00	.0
100-42-9411 DEBT PROCEED	.00	.00	.00	.00	.0
100-42-9415 PS - DISPATCH CONTRACT	.00	.00	.00	.00	.0
100-42-9417 AIRPORT SECURITY CONTRACT	.00	.00	.00	.00	.0
100-42-9432 PERS FORFEITURE	.00	.00	.00	.00	.0
TOTAL STATE & FEDERAL REVENUES	.00	1,004,198.65	1,392,750.00	388,551.35	72.1
<u>CHARGES FOR SERVICES</u>					
100-43-4360 GREEN-UP CLEAN-UP REVENUE	.00	.00	.00	.00	.0
100-43-4361 PARKS & REC OTC SALES	.00	.00	.00	.00	.0
100-43-4374 AMBULANCE REVENUE	79,284.89	103,711.07	250,000.00	146,288.93	41.5
100-43-4379 POLICE DEPT MISC FEES	.00	.00	3,000.00	3,000.00	.0
100-43-4382 FIRE DEPT CHGS 4 SVS/MISC	.00	.00	.00	.00	.0
100-43-4570 DISPATCH SERVICES FOR CSP GRT	.00	.00	.00	.00	.0
TOTAL CHARGES FOR SERVICES	79,284.89	103,711.07	253,000.00	149,288.93	41.0
<u>RENTAL INCOME</u>					

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
100-44-4101 FED GAS TAX REIMB	.00	.00	.00	.00	.0
100-44-4440 LAND LEASE INCOME	.00	.00	.00	.00	.0
100-44-4441 BUILDING LEASE INCOME	.00	.00	.00	.00	.0
100-44-4442 FIRE STATION CLASSROOM	.00	.00	.00	.00	.0
100-44-4443 LOG CABIN RENTAL	.00	.00	.00	.00	.0
100-44-4444 POLICE ANNEX RENTAL INCOME	.00	.00	.00	.00	.0
100-44-6508 LEASED VEHICLES	.00	.00	.00	.00	.0
TOTAL RENTAL INCOME	.00	.00	.00	.00	.0

LICENSES, PERMITS & FEES

100-45-4341 GAMING TAX	255,346.27	356,745.69	400,000.00	43,254.31	89.2
100-45-4360 YOUTH CENTER OTC SALES	.00	.00	.00	.00	.0
100-45-4361 B.Y.S.P. GAME REVENUE	.00	.00	.00	.00	.0
100-45-4362 B.Y.S.P. - WEIGHT ROOM	.00	.00	.00	.00	.0
100-45-4363 B.Y.S.P. - SPONSORSHIPS	.00	.00	.00	.00	.0
100-45-4364 PARKS & REC PROGRAM FEES	.00	.00	.00	.00	.0
100-45-4365 P&R-BIKE RODEO PROJECT	.00	.00	.00	.00	.0
100-45-4376 PARKS & REC - OTHER	.00	.00	.00	.00	.0
100-45-4377 PARKS & REC JULY 4TH FEES	.00	100.00	500.00	400.00	20.0
100-45-4500 TAXI PERMITS	86,776.00	106,701.00	160,000.00	53,299.00	66.7
100-45-4502 BUSINESS LICENSES	24,600.00	28,500.00	25,000.00	(3,500.00)	114.0
100-45-4504 ANIMAL CONTROL LICENSES	907.00	1,147.00	2,500.00	1,353.00	45.9
100-45-4510 PLANNING FEES	4,525.00	6,775.00	1,700.00	(5,075.00)	398.5
100-45-4511 PLAT/RECORDING FEES	.00	.00	250.00	250.00	.0
100-45-4512 SITE REVIEWS	1,475.00	17,075.00	1,500.00	(15,575.00)	1138.3
100-45-4530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-45-4559 MISC PERMITS/LICENSES/FEE	6,281.00	14,167.00	6,000.00	(8,167.00)	236.1
100-45-6532 CASH OVER/SHORT	.00	.00	.00	.00	.0
100-45-9437 BYC 4-H PROJECTS	.00	.00	.00	.00	.0
TOTAL LICENSES, PERMITS & FEES	379,910.27	531,210.69	597,450.00	66,239.31	88.9

SOURCE 46

100-46-4200 OTHER FINANCING SOURCES	.00	.00	.00	.00	.0
100-46-4640 XFRS IN FROM OTHER FUNDS	.00	.00	.00	.00	.0
100-46-4641 XFER IN FROM UTILITY FND	.00	.00	.00	.00	.0
100-46-4642 XFER IN FROM PORT FUND	.00	.00	.00	.00	.0
100-46-4740 OPERATING TRANSFER OUT	.00	.00	.00	.00	.0
TOTAL SOURCE 46	.00	.00	.00	.00	.0

MISCELLANEOUS

100-49-4202 SOA COURT FINES/FEES	725.00	1,550.00	5,000.00	3,450.00	31.0
100-49-4361 100 YRS PUBLICATION	.00	.00	40.00	40.00	.0
100-49-4362 PC TICKETS	4,017.75	4,546.55	4,000.00	(546.55)	113.7
100-49-4363 COMMUNITY POOL DIVIDENDS	.00	.00	.00	.00	.0
100-49-4379 POLICE DEPT MISC	1,745.00	2,361.50	12,000.00	9,638.50	19.7
100-49-4426 INSURANCE CLAIM RECOVERY	.00	.00	.00	.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
100-49-4427 INS CLAIM RECOVERY FOR PY	.00	.00	.00	.00	.0
100-49-4439 MISCELLANEOUS REVENUE	11,022.48	19,850.69	65,000.00	45,149.31	30.5
100-49-4560 COMMUNITY FAIR SUPPORT	.00	.00	.00	.00	.0
100-49-4561 PARKS & REC-4TH OF JULY DON.	.00	.00	.00	.00	.0
100-49-4562 PUBLIC DONATIONS FIRE DPT	.00	.00	.00	.00	.0
100-49-4563 YOUTH CNT-PUB DONATIONS	.00	.00	.00	.00	.0
100-49-4564 POLICE DEPT FORFEITURE	.00	.00	.00	.00	.0
100-49-4565 POLICE DEPT-PUBLIC DONAT	.00	.00	.00	.00	.0
100-49-4566 CLEANUP GREENUP DONATIONS	.00	300.00	.00	(300.00)	.0
100-49-4570 YKHC DIABETES PREVENTION AWARD	.00	.00	.00	.00	.0
100-49-4571 YKHC GARDEN AWARD	.00	.00	.00	.00	.0
100-49-4590 INVESTMENT INCOME	152,553.25	1,717.40	75,000.00	73,282.60	2.3
100-49-4890 GAIN(LOSS) SALE OF FIXED ASSET	36,715.00	36,715.00	20,000.00	(16,715.00)	183.6
100-49-4891 LOSS (GAIN) SALE OF INV	.00	.00	.00	.00	.0
100-49-6532 CASH OVER/SHORT	.00	.00	.00	.00	.0
100-49-9460 NSF - CLEARING ACCOUNT	.00	.00	.00	.00	.0
100-49-9481 ONC GRAVEL CONTRACT	130,000.00	130,000.00	.00	(130,000.00)	.0
100-49-9482 SNOW REMOVAL	100,000.00	100,000.00	.00	(100,000.00)	.0
100-49-9497 RESTITUTION PMTS RECEIVED	.00	.00	.00	.00	.0
 TOTAL MISCELLANEOUS	 436,778.48	 297,041.14	 181,040.00	 (116,001.14)	 164.1
 TOTAL FUND REVENUE	 8,325,820.88	 11,376,504.38	 13,444,240.00	 2,067,735.62	 84.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 50</u>					
100-50-6660 TRANSFER OUT TO OTHER FUNDS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 50	.00	.00	.00	.00	.0
<u>ADMINISTRATION</u>					
100-51-6000 SALARIES	239,545.58	290,433.80	367,621.00	77,187.20	79.0
100-51-6001 RELOCATION BONUS	.00	.00	.00	.00	.0
100-51-6002 RELOCATION EXPENSES	8,834.08	8,834.08	10,000.00	1,165.92	88.3
100-51-6003 RECRUITMENT COSTS	866.26	866.26	10,000.00	9,133.74	8.7
100-51-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-51-6010 OVERTIME	4,881.10	6,483.36	10,000.00	3,516.64	64.8
100-51-6020 VACATION PAY	.00	.00	.00	.00	.0
100-51-6021 SICK PAY	.00	.00	.00	.00	.0
100-51-6022 HOLIDAY PAY	4,485.77	4,754.35	.00	(4,754.35)	.0
100-51-6023 LEAVE CASHOUT	16,926.91	28,117.87	32,869.00	4,751.13	85.6
100-51-6030 SOCIAL SECURITY EXPENSE	5,952.05	7,209.35	3,500.00	(3,709.35)	206.0
100-51-6031 PAYABLE MEDICARE FICA	3,769.30	4,683.93	5,475.00	791.07	85.6
100-51-6032 UNEMPLOYMENT	.00	.00	6,722.00	6,722.00	.0
100-51-6033 WORKERS' COMPENSATION	392.79	491.99	9,755.00	9,263.01	5.0
100-51-6034 PERS	36,647.90	43,830.96	83,077.00	39,246.04	52.8
100-51-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-51-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-51-6040 EMPLOYEE GROUP BENEFITS	36,619.87	38,814.42	76,284.00	37,469.58	50.9
100-51-6041 UTILITY BENEFIT	2,882.03	5,716.62	13,680.00	7,963.38	41.8
100-51-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
100-51-6043 LIFE INSURANCE PREM. BENEFIT	.00	.00	.00	.00	.0
100-51-6044 YK FITNESS CENTER MEMBERSHIP	40,000.00	40,000.00	40,000.00	.00	100.0
100-51-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-51-6060 TRAVEL/TRAINING	4,427.61	10,869.30	20,000.00	9,130.70	54.4
100-51-6061 TRAVEL/TRAINING-STAFF ATTORNEY	.00	.00	.00	.00	.0
100-51-6100 SUPPLIES	8,471.77	8,850.03	5,000.00	(3,850.03)	177.0
100-51-6103 WEARING APPAREL	.00	.00	500.00	500.00	.0
100-51-6150 GASOLINE/DIESEL/OIL	353.77	353.77	500.00	146.23	70.8
100-51-6153 HEATING FUEL	30,580.33	32,244.50	25,000.00	(7,244.50)	129.0
100-51-6154 WASTE HEAT EXPENSE	.00	.00	.00	.00	.0
100-51-6155 WATER/SEWER/GARBAGE	9,200.67	9,765.18	8,107.00	(1,658.18)	120.5
100-51-6160 ELECTRICITY	15,009.00	16,357.36	23,018.00	6,660.64	71.1
100-51-6170 TELEPHONE	8,260.40	10,457.55	20,000.00	9,542.45	52.3
100-51-6171 STAFF CELLULAR PHONES	1,221.85	1,652.05	1,000.00	(652.05)	165.2
100-51-6200 MINOR EQUIPMENT	169.99	169.99	2,000.00	1,830.01	8.5
100-51-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
100-51-6230 VEHICLE MAINT/REPAIR	825.53	1,029.45	1,285.00	255.55	80.1
100-51-6231 VEHICLE PARTS & TOOLS	.00	.00	500.00	500.00	.0
100-51-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
100-51-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
100-51-6320 OTHER PROFESSIONAL FEES	23,317.15	31,042.96	20,000.00	(11,042.96)	155.2
100-51-6321 LEGAL FEES	.00	.00	.00	.00	.0
100-51-6322 LEGAL SETTLEMENTS	.00	.00	.00	.00	.0
100-51-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
100-51-6325 CONSULTING FEES	7,345.67	11,301.25	.00	(11,301.25)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-51-6331 HARDWARE/SOFTWARE SUPPORT	.00	.00	.00	.00	.0
100-51-6333 JANITORIAL	7,800.00	8,775.00	20,000.00	11,225.00	43.9
100-51-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-51-6335 OTHER PURCHASED SERVICES	15,192.91	18,673.11	30,000.00	11,326.89	62.2
100-51-6400 INSURANCE	10,322.53	13,486.77	29,968.00	16,481.23	45.0
100-51-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-51-6430 ALLOWANCE FOR SPECIAL EVENTS	12,005.90	12,498.40	10,000.00	(2,498.40)	125.0
100-51-6500 DRUG TESTING/BCKGRND CKS	250.00	250.00	10,000.00	9,750.00	2.5
100-51-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-51-6502 ADVERTISING	2,328.54	2,515.04	10,000.00	7,484.96	25.2
100-51-6503 DUES & SUBSCRIPTIONS	1,443.00	1,643.00	2,000.00	357.00	82.2
100-51-6506 POSTAGE	166.40	172.92	1,000.00	827.08	17.3
100-51-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-51-6532 CASH OVER/SHORT	.00	.00	.00	.00	.0
100-51-6539 MISCELLANEOUS EXPENSES	786.61	786.61	1,000.00	213.39	78.7
100-51-6700 INDIRECT COST RECOVERY	(209,604.22)	(255,980.42)	(356,387.00)	(100,406.58)	(71.8)
100-51-6701 INDIR COST RECOV - OTHER FUNDS	.00	.00	.00	.00	.0
100-51-6711 ADMIN OVERHEAD-IT SVCS	12,886.33	17,078.18	33,260.00	16,181.82	51.4
100-51-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
100-51-6891 VEHICLE	.00	.00	.00	.00	.0
100-51-6892 CAPITAL EXPD -ID SYSTEM	.00	.00	.00	.00	.0
100-51-9684 INTERGOVERNMENTAL RELAT.	.00	.00	.00	.00	.0
TOTAL ADMINISTRATION	364,565.38	434,228.99	586,734.00	152,505.01	74.0

CITY CLERKS OFFICE

100-52-6000 SALARIES	134,217.12	162,524.18	188,225.00	25,700.82	86.4
100-52-6010 OVERTIME	.00	.00	.00	.00	.0
100-52-6020 VACATION PAY	.00	.00	.00	.00	.0
100-52-6021 SICK PAY	.00	.00	.00	.00	.0
100-52-6022 HOLIDAY PAY	307.59	307.59	.00	(307.59)	.0
100-52-6023 LEAVE CASHOUT / PAYOUT	5,983.99	5,983.99	.00	(5,983.99)	.0
100-52-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-52-6031 PAYABLE MEDICARE FICA	2,004.49	2,405.56	2,729.00	323.44	88.2
100-52-6032 UNEMPLOYMENT	.00	.00	3,350.00	3,350.00	.0
100-52-6033 WORKERS' COMPENSATION	195.76	245.20	4,862.00	4,616.80	5.0
100-52-6034 P.E.R.S.	29,595.36	35,822.90	41,410.00	5,587.10	86.5
100-52-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-52-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-52-6040 EMPLOYEE GROUP BENEFITS	30,178.94	37,770.34	50,856.00	13,085.66	74.3
100-52-6041 UTILITY BENEFIT	4,593.88	5,966.35	9,120.00	3,153.65	65.4
100-52-6045 EMPLOYEE APPRECIATION	.00	.00	.00	.00	.0
100-52-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-52-6060 TRAVEL/TRAINING-COUNCIL	18,726.57	22,299.43	19,000.00	(3,299.43)	117.4
100-52-6061 TRAVEL/TRAINING	4,528.93	3,803.93	7,800.00	3,996.07	48.8
100-52-6100 SUPPLIES-CLERK	397.72	397.72	500.00	102.28	79.5
100-52-6101 SUPPLIES-COUNCIL	34.97	34.97	500.00	465.03	7.0
100-52-6102 SUPPLIES-COMMITTEES/COMMISSION	.00	.00	.00	.00	.0
100-52-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
100-52-6170 TELEPHONE	.00	.00	.00	.00	.0
100-52-6171 STAFF CELLULAR PHONES	688.46	975.26	1,680.00	704.74	58.1
100-52-6172 CITY COUNCIL CELLULAR PHONES	.00	.00	.00	.00	.0
100-52-6200 MINOR EQUIPMENT	19,190.83	19,190.83	20,000.00	809.17	96.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52-6201 COUNCIL/CHAMBERS-EQUIP	.00	.00	.00	.00	.0
100-52-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
100-52-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
100-52-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
100-52-6311 AUDIT SERVICES	.00	.00	.00	.00	.0
100-52-6321 LEGAL FEES	.00	322.00	5,000.00	4,678.00	6.4
100-52-6325 CONSULTING FEES	.00	.00	.00	.00	.0
100-52-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-52-6335 OTHER PURCHASED SERVICES	14,049.04	15,213.54	66,000.00	50,786.46	23.1
100-52-6400 INSURANCE	1,665.51	2,176.05	9,935.00	7,758.95	21.9
100-52-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-52-6430 ALLOWANCE FOR SPECIAL EVENTS	535.42	535.42	600.00	64.58	89.2
100-52-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-52-6502 ADVERTISING	.00	.00	.00	.00	.0
100-52-6503 DUES & SUBSCRIPTIONS	715.00	7,860.45	7,000.00	(860.45)	112.3
100-52-6505 ELECTION EXPENSES	15,485.98	16,491.39	18,700.00	2,208.61	88.2
100-52-6507 DONATIONS & AWARDS	681.22	681.22	800.00	118.78	85.2
100-52-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-52-6539 OTHER MISC. EXPENSES	.00	.00	.00	.00	.0
100-52-6700 INDRIECT COST RECOVERY	(133,373.18)	(167,247.02)	(275,460.00)	(108,212.98)	(60.7)
100-52-6711 ADMIN OVERHEAD-IT SVCS	12,886.33	17,078.18	33,260.00	16,181.82	51.4
100-52-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
100-52-9772 COUNCIL CHAMBERS SOUND UPGRADE	.00	.00	.00	.00	.0
TOTAL CITY CLERKS OFFICE	163,289.93	190,839.48	215,867.00	25,027.52	88.4

FINANCE

100-53-6000 SALARIES	366,266.70	451,368.00	674,921.00	223,553.00	66.9
100-53-6002 RELOCATION EXPENSES	.00	.00	.00	.00	.0
100-53-6003 RECRUITMENT COSTS	.00	.00	.00	.00	.0
100-53-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-53-6010 OVERTIME	18,325.38	21,473.64	28,500.00	7,026.36	75.4
100-53-6020 VACATION PAY	.00	.00	.00	.00	.0
100-53-6021 SICK PAY	.00	.00	.00	.00	.0
100-53-6022 HOLIDAY PAY	12,450.86	13,379.42	12,500.00	(879.42)	107.0
100-53-6023 LEAVE CASHOUT	34,243.14	34,885.91	40,064.00	5,178.09	87.1
100-53-6030 SOCIAL SECURITY EXPENSE	645.28	645.28	1,300.00	654.72	49.6
100-53-6031 PAYABLE MEDICARE FICA	6,398.90	7,731.41	10,381.00	2,649.59	74.5
100-53-6032 UNEMPLOYMENT	.00	.00	12,743.00	12,743.00	.0
100-53-6033 WORKERS' COMPENSATION	744.63	932.69	1,849.00	916.31	50.4
100-53-6034 PERS	89,382.74	109,050.40	157,503.00	48,452.60	69.2
100-53-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-53-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-53-6040 EMPLOYEE GROUP BENEFITS	87,647.20	108,071.93	228,852.00	120,780.07	47.2
100-53-6041 UTILITY BENEFIT	13,568.94	17,707.98	41,040.00	23,332.02	43.2
100-53-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-53-6060 TRAVEL/TRAINING	7,894.00	10,951.11	20,000.00	9,048.89	54.8
100-53-6100 SUPPLIES	6,353.86	12,586.91	19,000.00	6,413.09	66.3
100-53-6150 GASOLINE/DIESEL/OIL	734.32	853.21	1,200.00	346.79	71.1
100-53-6170 TELEPHONE	58.45	71.85	250.00	178.15	28.7
100-53-6171 STAFF CELLULAR PHONES	1,083.92	1,618.10	2,000.00	381.90	80.9
100-53-6179 CONNECTIVITY SERVICES	.00	.00	.00	.00	.0
100-53-6200 MINOR EQUIPMENT	5,746.50	7,339.42	11,000.00	3,660.58	66.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-53-6230 VEHICLE MAINT/REPAIR	825.53	1,029.45	1,266.00	236.55	81.3
100-53-6231 VEHICLE PARTS & TOOLS	82.15	82.15	.00	(82.15)	.0
100-53-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
100-53-6310 ADMIN-OUTSOURCED SERVICES	48,346.75	62,774.50	95,000.00	32,225.50	66.1
100-53-6311 AUDITING EXPENSE	41,053.00	52,053.00	100,000.00	47,947.00	52.1
100-53-6312 SALES TAX AUDITS	.00	.00	.00	.00	.0
100-53-6321 LEGAL FEES	.00	.00	.00	.00	.0
100-53-6325 CONSULTING FEES	.00	.00	.00	.00	.0
100-53-6327 INSURANCE BROKER FEE	.00	.00	.00	.00	.0
100-53-6331 HARDWARE/SOFTWARE SUPPORT	7,824.04	7,824.04	19,000.00	11,175.96	41.2
100-53-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-53-6335 OTHER PROFESSIONAL FEES	163,347.64	186,946.58	290,000.00	103,053.42	64.5
100-53-6400 INSURANCE	3,678.84	4,806.54	25,901.00	21,094.46	18.6
100-53-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-53-6410 RENTS & LEASES	.00	.00	.00	.00	.0
100-53-6420 INTEREST-IBM AS400 LOAN	.00	.00	.00	.00	.0
100-53-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-53-6502 ADVERTISING	.00	.00	2,500.00	2,500.00	.0
100-53-6503 DUES & SUBSCRIPTIONS	520.94	552.92	5,000.00	4,447.08	11.1
100-53-6506 POSTAGE	695.55	708.58	1,300.00	591.42	54.5
100-53-6530 FINANCE CHARGES/PENALTIES	178.74	158.74	300.00	141.26	52.9
100-53-6531 BANK CHARGES	29,790.49	38,763.45	52,000.00	13,236.55	74.6
100-53-6532 CASH OVER/SHORT	(5.32)	(25.32)	500.00	525.32	(5.1)
100-53-6533 IRS PENALTIES AND INTEREST	250.99	898.86	4,000.00	3,101.14	22.5
100-53-6534 COLLECTION/SMALL CLAIMS	.00	.00	.00	.00	.0
100-53-6539 MISCELLANEOUS EXPENSES	1,885.64	2,115.64	4,000.00	1,884.36	52.9
100-53-6600 BAD DEBT EXPENSE	.00	.00	.00	.00	.0
100-53-6610 LOSSES- FRAUDULAENT TRANSACTIONS	.00	.00	.00	.00	.0
100-53-6611 LOSSES - CHECK FRAUD	.00	.00	.00	.00	.0
100-53-6700 INDIRECT COST RECOVERY	(442,536.94)	(548,170.97)	(907,855.00)	(359,684.03)	(60.4)
100-53-6711 ADMIN OVERHEAD-IT SVCS	17,044.41	22,588.87	33,260.00	10,671.13	67.9
100-53-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
100-53-6891 VEHICLE-BRONCO FY00	.00	.00	.00	.00	.0
100-53-9693 KIOSK+ANNUAL FEES&NEWCOPIER	.00	.00	20,000.00	20,000.00	.0
100-53-9694 NEW SERVER/RELOCATE FY04	.00	.00	.00	.00	.0
100-53-9723 CITY ACCT CLEANUP ADJUSTMENTS	.00	.00	.00	.00	.0
TOTAL FINANCE	524,527.27	631,774.29	1,009,275.00	377,500.71	62.6

PLANNING

100-54-6000 SALARIES	39,532.26	62,208.06	164,599.00	102,390.94	37.8
100-54-6002 RELOCATION EXPENSES	.00	.00	.00	.00	.0
100-54-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-54-6010 OVERTIME	.00	.00	.00	.00	.0
100-54-6020 VACATION PAY	.00	.00	.00	.00	.0
100-54-6021 SICK PAY	.00	.00	.00	.00	.0
100-54-6022 HOLIDAY PAY	2,091.58	2,363.66	.00	(2,363.66)	.0
100-54-6023 LEAVE CASHOUT	17,015.58	17,015.58	8,699.00	(8,316.58)	195.6
100-54-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-54-6031 PAYABLE MEDICARE FICA	851.78	1,134.28	2,387.00	1,252.72	47.5
100-54-6032 UNEMPLOYMENT	.00	.00	2,930.00	2,930.00	.0
100-54-6033 WORKERS' COMPENSATION	171.21	214.45	425.00	210.55	50.5
100-54-6034 PERS	8,732.98	13,781.51	36,212.00	22,430.49	38.1

CITY OF BETHEL
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-54-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-54-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-54-6040 EMPLOYEE GROUP BENEFITS	12,614.62	16,394.28	50,856.00	34,461.72	32.2
100-54-6041 UTILITY BENEFIT	1,232.07	1,575.55	9,120.00	7,544.45	17.3
100-54-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-54-6060 ACMP CONFERENCES	.00	.00	.00	.00	.0
100-54-6061 TRAVEL/TRAINING	.00	.00	3,200.00	3,200.00	.0
100-54-6100 SUPPLIES	1,463.96	1,811.95	5,600.00	3,788.05	32.4
100-54-6103 WEARING APPAREL	.00	.00	300.00	300.00	.0
100-54-6150 GASOLINE/DIESEL/OIL	125.45	328.34	1,800.00	1,471.66	18.2
100-54-6153 HEATING FUEL	5,538.01	5,651.21	3,437.00	(2,214.21)	164.4
100-54-6155 WATER/SEWER/GARBAGE	84.59	169.18	1,038.00	868.82	16.3
100-54-6160 ELECTRICITY	345.97	497.95	1,876.00	1,378.05	26.5
100-54-6170 TELEPHONE	26.72	33.42	200.00	166.58	16.7
100-54-6171 STAFF CELLULAR PHONES	344.23	487.63	384.00	(103.63)	127.0
100-54-6200 MINOR EQUIPMENT	.00	.00	5,500.00	5,500.00	.0
100-54-6230 VEHICLE MAINT/REPAIR	825.53	1,029.45	1,559.00	529.55	66.0
100-54-6231 VEHICLE PARTS & TOOLS	495.91	495.91	1,000.00	504.09	49.6
100-54-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
100-54-6320 OTHER PROFESSIONAL FEES	63,923.19	64,850.69	60,000.00	(4,850.69)	108.1
100-54-6321 LEGAL FEES	.00	.00	1,000.00	1,000.00	.0
100-54-6330 OTHER PROFESSIONAL FEES	7,540.00	7,540.00	20,000.00	12,460.00	37.7
100-54-6331 HARDWARE/SOFTWARE SUPPORT	.00	2,539.00	2,600.00	61.00	97.7
100-54-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-54-6400 INSURANCE	1,950.24	2,548.06	12,750.00	10,201.94	20.0
100-54-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-54-6410 RENTS & LEASES	738.79	738.79	.00	(738.79)	.0
100-54-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-54-6502 ADVERTISING	296.00	733.55	2,000.00	1,266.45	36.7
100-54-6503 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
100-54-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-54-6539 MISCELLANEOUS EXPENSES	.00	51.35	1,000.00	948.65	5.1
100-54-6540 NUISANCE ENFORCEMENT EXPENSE	.00	.00	.00	.00	.0
100-54-6700 INDIRECT COST RECOVERY	.00	.00	.00	.00	.0
100-54-6711 ADMIN OVERHEAD-IT SVCS	12,886.33	17,078.18	33,260.00	16,181.82	51.4
100-54-6890 CAPITAL EXPENDITURES	4,430.05	4,430.05	.00	(4,430.05)	.0
100-54-9648 CODE ENFORCEMENT ACTIVITIES	.00	.00	.00	.00	.0
100-54-9694 COMPREHENSIVE PLAN	52,667.20	60,677.70	147,663.00	86,985.30	41.1
100-54-9695 ROAD OWNERSHIP DETERIMINATION	.00	.00	40,000.00	40,000.00	.0
TOTAL PLANNING	235,924.25	286,379.78	621,895.00	335,515.22	46.1

TECHNOLOGY DEPARTMENTS

100-55-6000 SALARIES	105,286.72	119,119.09	164,235.00	45,115.91	72.5
100-55-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-55-6010 OVERTIME	2,631.55	2,631.55	5,000.00	2,368.45	52.6
100-55-6020 VACATION PAY	.00	.00	.00	.00	.0
100-55-6021 SICK PAY	.00	.00	.00	.00	.0
100-55-6022 HOLIDAY PAY	2,210.22	2,210.22	.00	(2,210.22)	.0
100-55-6023 LEAVE CASHOUT / PAYOUT	45,770.87	45,770.87	8,212.00	(37,558.87)	557.4
100-55-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-55-6031 PAYABLE MEDICARE FICA	2,215.22	2,405.42	2,382.00	(23.42)	101.0
100-55-6032 UNEMPLOYMENT	.00	.00	2,924.00	2,924.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-55-6033 WORKERS' COMPENSATION	104.37	130.73	423.00	292.27	30.9
100-55-6034 PERS	24,228.31	27,271.44	36,131.00	8,859.56	75.5
100-55-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-55-6040 EMPLOYEE GROUP BENEFITS	22,181.73	24,092.81	50,856.00	26,763.19	47.4
100-55-6041 UTILITY BENEFIT	3,711.41	4,143.07	9,120.00	4,976.93	45.4
100-55-6050 IT- IRS PENALITIES AND INTEREST	.00	.00	.00	.00	.0
100-55-6060 TRAVEL/TRAINING	2,795.00	3,514.24	10,000.00	6,485.76	35.1
100-55-6100 SUPPLIES	5,986.79	6,369.06	7,000.00	630.94	91.0
100-55-6150 GASOLINE/DIESEL/OIL	2,301.31	2,793.84	3,000.00	206.16	93.1
100-55-6170 TELEPHONE	.00	.00	.00	.00	.0
100-55-6171 STAFF CELLULAR PHONES	2,477.36	2,770.16	2,000.00	(770.16)	138.5
100-55-6179 CONNECTIVITY SERVICES	215,476.11	260,238.24	400,000.00	139,761.76	65.1
100-55-6200 MINOR EQUIPMENT	6,853.13	14,289.92	33,000.00	18,710.08	43.3
100-55-6210 EQUIPMENT RENTAL	56,070.02	99,192.42	180,000.00	80,807.58	55.1
100-55-6230 VEHICLE MAINT/REPAIR	825.53	1,029.45	1,280.00	250.55	80.4
100-55-6231 VEHICLE PARTS & TOOLS	2,012.46	2,012.46	3,000.00	987.54	67.1
100-55-6320 OTHER PROFESSIONAL FEES	61,475.73	76,701.34	115,000.00	38,298.66	66.7
100-55-6331 HARDWARE/SOFTWARE SUPPORT	47,819.70	64,698.90	70,000.00	5,301.10	92.4
100-55-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-55-6335 OTHER PURCHASED SERVICES	450.00	450.00	15,500.00	15,050.00	2.9
100-55-6400 INSURANCE	1,522.36	1,989.02	8,969.00	6,979.98	22.2
100-55-6420 INTEREST EXPENSE	.00	.00	.00	.00	.0
100-55-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-55-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
100-55-6539 MISCELLANEOUS EXPENSES	3,519.10	3,519.10	2,000.00	(1,519.10)	176.0
100-55-6700 INDIRECT COST RECOVERY	(374,602.44)	(496,458.72)	(798,240.00)	(301,781.28)	(62.2)
100-55-6711 ADMIN OVERHEAD-IT SVCS	48,885.63	64,787.88	33,260.00	(31,527.88)	194.8
100-55-6890 CAPITAL EXPENDITURES	97,061.78	97,061.78	160,000.00	62,938.22	60.7
100-55-6893 CAPITAL-SERVER	.00	.00	.00	.00	.0
100-55-9692 ALLWORX PHONE SYSTEM UPGRADE	.00	.00	.00	.00	.0
100-55-9693 OFFICE 365 W/MIGRATION OF G-SU	.00	.00	.00	.00	.0
100-55-9694 SERVER ROOM AIR CONDITIONER	.00	.00	10,000.00	10,000.00	.0
100-55-9695 BUILDING MAPPING/ FLOOR PLANS	.00	.00	27,603.00	27,603.00	.0
100-55-9696 AIR CONDITIONER FOR SERVERS	43,206.00	43,206.00	50,000.00	6,794.00	86.4
100-55-9772 UNIFIED COMM PHONE SYS INSTALL	.00	.00	.00	.00	.0
100-55-9773 POLICE DEPT DOMAIN SPLIT	.00	.00	.00	.00	.0
TOTAL TECHNOLOGY DEPARTMENTS	432,475.97	475,940.29	612,655.00	136,714.71	77.7

CITY ATTORNEY'S OFFICE

100-56-6000 SALARIES	95,079.34	114,914.58	145,343.00	30,428.42	79.1
100-56-6002 RELOCATION EXPENSES	.00	.00	.00	.00	.0
100-56-6010 OVERTIME	.00	.00	.00	.00	.0
100-56-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
100-56-6023 LEAVE CASHOUT	.00	.00	7,267.00	7,267.00	.0
100-56-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-56-6031 PAYABLE MEDICARE FICA	1,372.87	1,662.07	2,107.00	444.93	78.9
100-56-6032 UNEMPLOYMENT	.00	.00	2,587.00	2,587.00	.0
100-56-6033 WORKERS' COMPENSATION	151.49	189.75	375.00	185.25	50.6
100-56-6034 PERS	20,988.26	25,415.65	31,975.00	6,559.35	79.5
100-56-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-56-6040 EMPLOYEE GROUP BENEFITS	22,646.11	28,332.35	25,428.00	(2,904.35)	111.4
100-56-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0

CITY OF BETHEL
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-56-6050 ATTORNY- IRS PENALTY/ INT	.00	.00	.00	.00	.0
100-56-6060 TRAVEL/TRAINING	6,154.91	6,992.94	12,000.00	5,007.06	58.3
100-56-6100 SUPPLIES	188.30	188.30	1,000.00	811.70	18.8
100-56-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
100-56-6170 TELEPHONE	.00	.00	.00	.00	.0
100-56-6171 STAFF CELLULAR PHONES	344.23	487.63	1,000.00	512.37	48.8
100-56-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
100-56-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
100-56-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
100-56-6320 OTHER PROFESSIONAL FEES	30,585.65	34,938.10	32,500.00	(2,438.10)	107.5
100-56-6321 LEGAL FEES	.00	.00	2,500.00	2,500.00	.0
100-56-6335 OTHER PURCHASED SERVICES	6,164.16	7,704.18	10,000.00	2,295.82	77.0
100-56-6400 INSURANCE	1,221.59	1,596.05	5,515.00	3,918.95	28.9
100-56-6410 RENTS & LEASES	5,744.67	6,966.67	11,000.00	4,033.33	63.3
100-56-6502 ADVERTISING	.00	.00	.00	.00	.0
100-56-6503 DUES & SUBSCRIPTIONS	1,256.11	1,256.11	1,500.00	243.89	83.7
100-56-6539 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
100-56-6700 INDIRECT COST RECOVERY	(36,822.35)	(45,281.98)	(38,787.00)	6,494.98	(116.8)
100-56-6711 ADMIN OVERHEAD-IT SVCS	10,788.56	14,298.02	33,260.00	18,961.98	43.0
TOTAL CITY ATTORNEY'S OFFICE	165,863.90	199,660.42	287,570.00	87,909.58	69.4

FIRE DEPARTMENT

100-60-6000 SALARIES	452,689.78	557,359.90	798,062.00	240,702.10	69.8
100-60-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-60-6010 FLSA OVERTIME	63,787.67	87,902.18	82,500.00	(5,402.18)	106.6
100-60-6011 CALL BACK OVERTIME	31,875.20	36,520.91	50,000.00	13,479.09	73.0
100-60-6020 VACATION PAY	.00	.00	.00	.00	.0
100-60-6021 SICK PAY	.00	.00	.00	.00	.0
100-60-6022 HOLIDAY PAY	35,239.15	37,659.00	.00	(37,659.00)	.0
100-60-6023 LEAVE CASHOUT	34,989.31	34,989.31	69,421.00	34,431.69	50.4
100-60-6030 SOCIAL SECURITY EXPENSE	1,824.91	2,275.03	2,500.00	224.97	91.0
100-60-6031 PAYABLE MEDICARE FICA	9,227.71	11,247.15	11,454.00	206.85	98.2
100-60-6032 UNEMPLOYMENT	.00	.00	17,143.00	17,143.00	.0
100-60-6033 WORKERS' COMPENSATION	17,760.63	22,246.17	15,982.00	(6,264.17)	139.2
100-60-6034 PERS	129,121.78	157,400.64	211,873.00	54,472.36	74.3
100-60-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-60-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-60-6040 EMPLOYEE GROUP BENEFITS	111,432.01	138,810.71	330,564.00	191,753.29	42.0
100-60-6041 UTILITY BENEFIT	18,874.25	23,347.42	59,280.00	35,932.58	39.4
100-60-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-60-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
100-60-6061 TRAVEL/TRAINING	19,420.20	19,808.90	31,600.00	11,791.10	62.7
100-60-6100 SUPPLIES	13,042.60	16,068.92	25,200.00	9,131.08	63.8
100-60-6103 WEARING APPAREL	10,394.17	11,228.37	13,214.00	1,985.63	85.0
100-60-6104 FOOD	.00	.00	.00	.00	.0
100-60-6109 MISC. SUPPLIES	.00	.00	.00	.00	.0
100-60-6120 MINOR EQUIPMENT/TOOLS	.00	.00	.00	.00	.0
100-60-6150 GASOLINE/DIESEL/OIL	9,824.69	12,965.75	13,500.00	534.25	96.0
100-60-6153 HEATING FUEL	26,777.39	29,203.53	32,500.00	3,296.47	89.9
100-60-6154 WASTE HEAT	.00	.00	.00	.00	.0
100-60-6155 WATER/SEWER/GARBAGE	.00	.00	4,459.00	4,459.00	.0
100-60-6160 ELECTRICITY	14,063.37	15,321.27	18,205.00	2,883.73	84.2

CITY OF BETHEL
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-60-6170 TELEPHONE	1,934.88	2,563.86	3,000.00	436.14	85.5
100-60-6171 STAFF CELLULAR PHONES	1,578.95	2,240.00	5,000.00	2,760.00	44.8
100-60-6200 MINOR EQUIPMENT	23,673.71	27,092.87	28,500.00	1,407.13	95.1
100-60-6230 VEHICLE MAINT/REPAIR	8,413.96	9,773.43	18,000.00	8,226.57	54.3
100-60-6231 VEHICLE PARTS & TOOLS	11,395.47	13,152.53	43,000.00	29,847.47	30.6
100-60-6240 PROPERTY MAINT	642.00	699.96	20,500.00	19,800.04	3.4
100-60-6310 ADMIN-OUTSOURCED SERVICES	.00	.00	.00	.00	.0
100-60-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-60-6335 OTHER PURCHASED SERVICES	17,173.95	20,187.98	94,100.00	73,912.02	21.5
100-60-6400 INSURANCE	55,413.34	72,399.58	76,777.00	4,377.42	94.3
100-60-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-60-6410 RENTS & LEASES	.00	.00	.00	.00	.0
100-60-6420 INTEREST-COMM. EQUIP.	.00	.00	.00	.00	.0
100-60-6421 INTEREST-FIRE STN BONDS	.00	.00	.00	.00	.0
100-60-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-60-6502 ADVERTISING	977.50	1,552.50	1,800.00	247.50	86.3
100-60-6503 DUES & SUBSCRIPTIONS	7,689.99	7,836.27	14,500.00	6,663.73	54.0
100-60-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-60-6534 COLLECTION/SMALL CLAIMS	10,170.76	13,560.01	31,200.00	17,639.99	43.5
100-60-6537 FIRE PREVENTION PROGRAM	4,755.47	4,755.47	5,200.00	444.53	91.5
100-60-6538 FIRE TRN TWR RELOC FY01	.00	.00	.00	.00	.0
100-60-6539 MISCELLANEOUS EXPENSES	769.99	769.99	1,500.00	730.01	51.3
100-60-6660 XFER TO F-58 FLEET REPLACEMENT	.00	.00	.00	.00	.0
100-60-6711 ADMIN OVERHEAD-IT SVCS	12,886.33	17,078.18	33,260.00	16,181.82	51.4
100-60-6890 CAPITAL EXPENDITURES	32,679.96	32,679.96	449,815.00	417,135.04	7.3
100-60-6891 CAPITAL EXP-LADDER TRUCK LEASE	.00	.00	.00	.00	.0
100-60-6893 FIRE CAPITAL EXPENDITURE	.00	.00	.00	.00	.0
100-60-6894 REMOUNT/REFURBISH	.00	.00	.00	.00	.0
100-60-9649 VOLUNTEER STIPEND	1,875.00	1,715.00	12,000.00	10,285.00	14.3
100-60-9686 YKHC DIABETES FITNESS GRANT	.00	.00	.00	.00	.0
100-60-9689 VFA GRANT EQUIPMENT PURCHASE	.00	.00	.00	.00	.0
100-60-9697 FORD EXPEDITION COMMAND VEHIC	.00	.00	7,974.00	7,974.00	.0
100-60-9698 FIRE APPARATUS CLASS A PUMPER	.00	.00	.00	.00	.0
100-60-9710 PRINC-COMMUNICATION EQUIP	.00	.00	.00	.00	.0
TOTAL FIRE DEPARTMENT	1,192,376.08	1,442,412.75	2,633,583.00	1,191,170.25	54.8

POLICE

100-61-6000 SALARIES	1,101,796.65	1,328,007.63	2,064,491.00	736,483.37	64.3
100-61-6002 RELOCATION EXPENSES	2,688.26	2,688.26	10,000.00	7,311.74	26.9
100-61-6003 RECRUITMENT COSTS	(1,500.00)	.00	.00	.00	.0
100-61-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-61-6010 OVERTIME	185,797.59	225,575.83	240,000.00	14,424.17	94.0
100-61-6020 VACATION PAY	100.00	100.00	.00	(100.00)	.0
100-61-6021 SICK PAY	100.00	100.00	.00	(100.00)	.0
100-61-6022 HOLIDAY PAY	62,275.23	68,763.23	12,500.00	(56,263.23)	550.1
100-61-6023 LEAVE CASHOUT	131,744.76	131,744.76	288,519.00	156,774.24	45.7
100-61-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-61-6031 PAYABLE MEDICARE FICA	21,779.67	25,766.87	28,522.00	2,755.13	90.3
100-61-6032 UNEMPLOYMENT	.00	.00	40,375.00	40,375.00	.0
100-61-6033 WORKERS' COMPENSATION	35,097.75	43,961.87	58,595.00	14,633.13	75.0
100-61-6034 PERS	317,730.69	377,595.16	499,012.00	121,416.84	75.7
100-61-6035 PERS ON BEHALF	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-61-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-61-6040 EMPLOYEE GROUP BENEFITS	240,111.58	274,050.82	737,412.00	463,361.18	37.2
100-61-6041 UTILITY BENEFIT	32,675.96	42,220.76	132,240.00	90,019.24	31.9
100-61-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
100-61-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-61-6060 TRAVEL/TRAINING	37,813.15	64,737.33	50,000.00	(14,737.33)	129.5
100-61-6100 SUPPLIES	24,284.16	27,780.78	27,000.00	(780.78)	102.9
100-61-6101 DARE PROGRAM SUPPLIES	.00	.00	.00	.00	.0
100-61-6102 SART EXAMS	.00	.00	10,000.00	10,000.00	.0
100-61-6103 EMPLOYEE WEARING APPAREL	15,096.60	15,096.60	20,000.00	4,903.40	75.5
100-61-6150 GASOLINE/DIESEL/OIL	30,577.20	41,079.62	36,000.00	(5,079.62)	114.1
100-61-6153 HEATING FUEL	44,764.83	48,062.83	26,000.00	(22,062.83)	184.9
100-61-6154 WASTE HEAT EXPENSE	.00	.00	.00	.00	.0
100-61-6155 WATER/SEWER/GARBAGE	5,042.80	6,372.98	8,397.00	2,024.02	75.9
100-61-6160 ELECTRICITY	30,240.39	33,356.95	42,465.00	9,108.05	78.6
100-61-6170 TELEPHONE	12,156.76	15,636.83	19,000.00	3,363.17	82.3
100-61-6171 STAFF CELLULAR PHONES	10,172.13	14,464.11	10,000.00	(4,464.11)	144.6
100-61-6200 MINOR EQUIPMENT	7,292.35	9,138.51	25,000.00	15,861.49	36.6
100-61-6201 MINOR EQUIP-POLICE ANNEX	.00	.00	.00	.00	.0
100-61-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
100-61-6230 VEHICLE MAINT/REPAIR	18,491.19	21,210.13	17,554.00	(3,656.13)	120.8
100-61-6231 VEHICLE PARTS & TOOLS	12,491.35	19,257.56	8,000.00	(11,257.56)	240.7
100-61-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
100-61-6320 OTHER PROFESSIONAL FEES	(2,094.60)	.00	.00	.00	.0
100-61-6333 JANITORIAL SERVICES	.00	.00	.00	.00	.0
100-61-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-61-6335 OTHER PURCHASED SERVICES	19,913.24	23,625.83	35,000.00	11,374.17	67.5
100-61-6400 INSURANCE	128,207.87	167,508.33	121,732.00	(45,776.33)	137.6
100-61-6401 INSURANCE-DED EXP & OTHER	.00	.00	15,000.00	15,000.00	.0
100-61-6420 INTEREST COMM EQUIP	.00	.00	.00	.00	.0
100-61-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-61-6502 ADVERTISING	.00	.00	.00	.00	.0
100-61-6503 DUES & SUBSCRIPTIONS	3,274.87	3,307.42	4,500.00	1,192.58	73.5
100-61-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-61-6539 MISCELLANEOUS EXPENSES	378.60	424.08	500.00	75.92	84.8
100-61-6660 OPERATING TRANSFER OUT	.00	.00	.00	.00	.0
100-61-6661 XFER TO FLEET REPLACE FUND	.00	.00	.00	.00	.0
100-61-6711 ADMIN OVERHEAD-IT SVCS	46,076.11	61,064.43	33,260.00	(27,804.43)	183.6
100-61-6890 CAP EXP	21,756.24	21,756.24	949,778.00	928,021.76	2.3
100-61-6891 VEHICLES	41,621.00	41,621.00	246,756.45	205,135.45	16.9
100-61-9530 TEMP POLICE OFF RELATED COSTS	.00	.00	.00	.00	.0
100-61-9690 DISPATCH CENTER CONSOLE	.00	.00	.00	.00	.0
100-61-9692 HS L-3 THERMAL EYE 250D IMAGER	.00	.00	.00	.00	.0
100-61-9698 TRACKED RESCUE VEHICLE	.00	.00	.00	.00	.0
100-61-9736 LEASED PROPERTIES	.00	.00	.00	.00	.0
100-61-9774 UPGRADE COMPUTER SYSTEM	.00	.00	.00	.00	.0
TOTAL POLICE	2,637,954.38	3,156,076.75	5,817,608.45	2,661,531.70	54.3
PUBLIC WORKS-ADMIN					
100-65-6000 SALARIES	18,925.96	22,600.24	42,969.00	20,368.76	52.6
100-65-6002 RELOCATION EXPENSES	.00	.00	.00	.00	.0
100-65-6003 RECRUITMENT COSTS	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-65-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-65-6010 OVERTIME	80.14	80.14	3,000.00	2,919.86	2.7
100-65-6020 VACATION PAY	.00	.00	.00	.00	.0
100-65-6021 SICK PAY	.00	.00	.00	.00	.0
100-65-6022 HOLIDAY PAY	53.14	53.14	.00	(53.14)	.0
100-65-6023 LEAVE CASHOUT	7,220.04	7,220.04	152.00	(7,068.04)	4750.0
100-65-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-65-6031 PAYABLE MEDICARE FICA	343.46	388.59	445.00	56.41	87.3
100-65-6032 UNEMPLOYMENT	.00	.00	547.00	547.00	.0
100-65-6033 WORKERS' COMPENSATION	31.91	39.97	793.00	753.03	5.0
100-65-6034 PERS	4,244.65	5,052.99	6,757.00	1,704.01	74.8
100-65-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-65-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-65-6040 EMPLOYEE GROUP BENEFITS	4,931.85	5,712.08	7,628.00	1,915.92	74.9
100-65-6041 UTILITY BENEFIT	241.43	377.40	1,368.00	990.60	27.6
100-65-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
100-65-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-65-6060 TRAVEL/TRAINING	1,880.05	1,880.05	10,000.00	8,119.95	18.8
100-65-6100 SUPPLIES	2,093.81	2,136.20	4,000.00	1,863.80	53.4
100-65-6103 WEARING APPAREL	.00	.00	.00	.00	.0
100-65-6150 GASOLINE/DIESEL/OIL	277.77	277.77	5,000.00	4,722.23	5.6
100-65-6153 HEATING FUEL	17,543.90	17,657.10	8,200.00	(9,457.10)	215.3
100-65-6155 WATER/SEWER/GARBAGE	676.73	2,852.28	1,038.00	(1,814.28)	274.8
100-65-6160 ELECTRICITY	752.60	758.09	1,876.00	1,117.91	40.4
100-65-6170 TELEPHONE	26.72	33.42	50.00	16.58	66.8
100-65-6171 STAFF CELLULAR PHONES	688.44	975.24	2,000.00	1,024.76	48.8
100-65-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
100-65-6230 VEHICLE MAINT/REPAIR	2,418.76	2,826.60	2,457.00	(369.60)	115.0
100-65-6231 VEHICLE PARTS & TOOLS	842.51	1,019.00	3,000.00	1,981.00	34.0
100-65-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
100-65-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
100-65-6320 OTHER PROFESSIONAL FEES	.00	.00	.00	.00	.0
100-65-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
100-65-6333 JANITORIAL CONTRACT SHOP	.00	.00	.00	.00	.0
100-65-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-65-6335 OTHER PURCHASED SERVICES	51,985.77	54,259.32	71,208.00	16,948.68	76.2
100-65-6400 INSURANCE	1,572.46	2,054.48	21,090.00	19,035.52	9.7
100-65-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-65-6410 RENTS & LEASES	.00	.00	.00	.00	.0
100-65-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-65-6502 ADVERTISING	.00	.00	.00	.00	.0
100-65-6503 DUES & SUBSCRIPTIONS	450.00	450.00	500.00	50.00	90.0
100-65-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-65-6539 MISCELLANEOUS EXPENSES	219.00	626.04	3,000.00	2,373.96	20.9
100-65-6700 INDIRECT COST RECOVERY	.00	.00	.00	.00	.0
100-65-6711 ADMIN OVERHEAD-IT SVCS	11,837.44	15,688.10	33,260.00	17,571.90	47.2
100-65-6890 CAPITAL EXPENDITURES	.00	2,273.55	.00	(2,273.55)	.0
100-65-6893 CITY SHOP FLOOR REPAIR	.00	.00	40,000.00	40,000.00	.0
100-65-9773 CITY SHOP FLOOR REPAIR FY03	.00	.00	.00	.00	.0
100-65-9776 CITY SHOP GENERATOR INSTALL	.00	.00	.00	.00	.0
 TOTAL PUBLIC WORKS-ADMIN	 129,338.54	 147,291.83	 270,338.00	 123,046.17	 54.5

PW-STREETS & ROADS

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-66-6000 SALARIES	199,377.11	245,063.17	433,208.00	188,144.83	56.6
100-66-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-66-6010 OVERTIME	28,694.06	34,173.43	35,000.00	826.57	97.6
100-66-6012 SHIFT DIFFERENTIAL	.00	.00	.00	.00	.0
100-66-6020 VACATION PAY	.00	.00	.00	.00	.0
100-66-6021 SICK PAY	.00	.00	.00	.00	.0
100-66-6022 HOLIDAY PAY	11,814.01	12,595.57	.00	(12,595.57)	.0
100-66-6023 LEAVE CASHOUT	37,684.01	37,684.01	58,289.00	20,604.99	64.7
100-66-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-66-6031 PAYABLE MEDICARE FICA	4,108.78	4,874.58	6,789.00	1,914.42	71.8
100-66-6032 UNEMPLOYMENT	.00	.00	8,334.00	8,334.00	.0
100-66-6033 WORKERS' COMPENSATION	10,437.00	13,072.92	12,095.00	(977.92)	108.1
100-66-6034 PERS	59,502.43	70,930.76	103,006.00	32,075.24	68.9
100-66-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-66-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-66-6040 EMPLOYEE GROUP BENEFITS	64,819.34	77,138.13	132,988.00	55,849.87	58.0
100-66-6041 UTILITY BENEFIT	9,093.65	11,424.89	23,849.00	12,424.11	47.9
100-66-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-66-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
100-66-6100 SUPPLIES	6,448.12	6,864.09	4,500.00	(2,364.09)	152.5
100-66-6103 WEARING APPAREL	2,210.66	2,210.66	4,000.00	1,789.34	55.3
100-66-6108 SEAWALL PIPE	.00	.00	.00	.00	.0
100-66-6111 SIGNS	2,449.74	2,449.74	4,500.00	2,050.26	54.4
100-66-6112 SEED/FERTILIZER/MULCH	.00	.00	.00	.00	.0
100-66-6131 STREET MAINT GRAVEL	80,767.79	702,007.64	530,000.00	(172,007.64)	132.5
100-66-6132 SALT	.00	27,028.89	50,000.00	22,971.11	54.1
100-66-6140 CALCIUM CHLORIDE	.00	59,601.16	50,000.00	(9,601.16)	119.2
100-66-6141 ASPHALT PRODUCTS/SUPPLIES	.00	.00	.00	.00	.0
100-66-6150 GASOLINE/DIESEL/OIL	49,761.66	68,163.83	70,000.00	1,836.17	97.4
100-66-6153 HEATING FUEL	13,207.60	13,343.17	11,168.00	(2,175.17)	119.5
100-66-6155 WATER/SEWER/GARBAGE	1,712.88	1,945.50	2,853.00	907.50	68.2
100-66-6160 ELECTRICITY	2,119.42	2,292.89	2,136.00	(156.89)	107.4
100-66-6161 ELECTRICITY (STREET LTS)	45,629.16	47,620.09	60,000.00	12,379.91	79.4
100-66-6170 TELEPHONE	13.36	16.71	50.00	33.29	33.4
100-66-6171 STAFF CELLULAR PHONES	824.90	1,255.10	2,500.00	1,244.90	50.2
100-66-6200 MINOR EQUIPMENT	1,720.44	1,720.44	10,000.00	8,279.56	17.2
100-66-6201 EQUIPMENT-COMPACTOR FY00	.00	.00	.00	.00	.0
100-66-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
100-66-6230 VEHICLE MAINT/REPAIR	82,553.46	102,945.52	146,047.00	43,101.48	70.5
100-66-6231 VEHICLE PARTS & TOOLS	43,199.44	53,944.67	70,000.00	16,055.33	77.1
100-66-6232 TIRES & WHEELS	806.60	806.60	18,000.00	17,193.40	4.5
100-66-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
100-66-6250 STREET LIGHT MT & POLE RENTAL	.00	.00	20,000.00	20,000.00	.0
100-66-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
100-66-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-66-6335 OTHER PURCHASED SERVICES	7,663.93	7,663.93	.00	(7,663.93)	.0
100-66-6400 INSURANCE	13,532.79	17,681.09	45,000.00	27,318.91	39.3
100-66-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-66-6420 INTEREST-ROAD GRADER	.00	.00	.00	.00	.0
100-66-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-66-6502 ADVERTISING	.00	.00	.00	.00	.0
100-66-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
100-66-6530 FINANCE CHARGES/PENALTIES	.00	7.04	.00	(7.04)	.0
100-66-6536 CONTAMINATED SOIL PROCESSING	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-66-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
100-66-6611 HITACHI EXCAVATOR - VANDALISM	.00	.00	.00	.00	.0
100-66-6700 INDIRECT COST RECOVERY	.00	.00	.00	.00	.0
100-66-6711 ADMIN OVERHEAD-IT SVCS	10,788.56	14,298.02	33,260.00	18,961.98	43.0
100-66-6890 CAP EXP ASPHALT KETTLE 01	.00	.00	.00	.00	.0
100-66-6891 CPECATERPILLAR 972M WHEEL LOAD	.00	.00	.00	.00	.0
100-66-6892 CAPTIAL EQUIPMENT	655,700.71	655,700.71	1,575,000.00	919,299.29	41.6
100-66-6893 CAP EXP-CULVERTS 6' FY01	.00	.00	.00	.00	.0
100-66-6894 VEHICLE-FORD PICKUP FY00	.00	.00	.00	.00	.0
100-66-6895 NC MACHINERY GRADER FY05	.00	.00	.00	.00	.0
100-66-6896 SEAWALL PIPE	.00	.00	.00	.00	.0
100-66-9648 CONTRACT HAULING	.00	.00	.00	.00	.0
100-66-9688 GRANT OVEREXPENDITURES	.00	.00	.00	.00	.0
100-66-9694 CAT 4WD EXTEND-A-HOE BKHOE	697,447.00	697,447.00	170,413.00	(527,034.00)	409.3
100-66-9695 SANDER PLOW TRUCKS (2)	.00	.00	.00	.00	.0
100-66-9696 SANDER PLOW TRUCKS FY04	.00	.00	.00	.00	.0
100-66-9701 WR90-3 WALK-N-ROLL COMPACTOR	.00	.00	.00	.00	.0
100-66-9702 INSTALLATION OF 36" CULVERT	.00	.00	27,073.00	27,073.00	.0
100-66-9703 STIP MATCH OR GRAVEL FOR ROADS	.00	.00	1,095,004.00	1,095,004.00	.0
100-66-9704 DUMP TRUCKS	203,577.88	203,577.88	186,380.00	(17,197.88)	109.2
100-66-9705 CATERPILLAR ATTACHMENTS	164,095.13	164,095.13	257,422.00	93,326.87	63.8
100-66-9706 CATERPILLAR HENJE HI-GATE	.00	4,912.41	732.00	(4,180.41)	671.1
100-66-9707 CATERPILLAR LOADER SNOW BUCKET	4,802.57	4,802.57	.00	(4,802.57)	.0
100-66-9708 BUS BARN IMPROVEMENTS	70,842.79	70,842.79	110,416.00	39,573.21	64.2
100-66-9709 WATER TRUCKS	.00	.00	.00	.00	.0
100-66-9772 CULVERTS 18"	.00	.00	6,884.00	6,884.00	.0
100-66-9773 RIDGECREST DRIVE	.00	.00	.00	.00	.0
100-66-9776 PROJEXP RIDGECREST DOT MATCH	.00	.00	.00	.00	.0
TOTAL PW-STREETS & ROADS	2,587,406.98	3,442,202.73	5,376,896.00	1,934,693.27	64.0

PW-PROJECTS & SAFETY

100-67-6000 SALARIES	.00	.00	.00	.00	.0
100-67-6010 OVERTIME	.00	.00	.00	.00	.0
100-67-6020 VACATION PAY	.00	.00	.00	.00	.0
100-67-6021 SICK PAY	.00	.00	.00	.00	.0
100-67-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
100-67-6023 LEAVE CASHOUT	.00	.00	.00	.00	.0
100-67-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-67-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
100-67-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
100-67-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
100-67-6034 PERS	.00	.00	.00	.00	.0
100-67-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-67-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
100-67-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
100-67-6060 TRAINING MATERIALS	.00	.00	.00	.00	.0
100-67-6061 TRAVEL/TRAINING	.00	.00	.00	.00	.0
100-67-6100 SUPPLIES	.00	.00	.00	.00	.0
100-67-6103 WEARING APPAREL	.00	.00	.00	.00	.0
100-67-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
100-67-6170 TELEPHONE	.00	.00	.00	.00	.0
100-67-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-67-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
100-67-6231 VEHICLE PARTS & TOOLS	.00	.00	.00	.00	.0
100-67-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
100-67-6320 PROF/ENGINEERING SVS.	.00	.00	.00	.00	.0
100-67-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-67-6335 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
100-67-6400 INSURANCE	.00	.00	.00	.00	.0
100-67-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-67-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-67-6502 ADVERTISING	.00	.00	.00	.00	.0
100-67-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
100-67-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-67-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
100-67-6700 INDIRECT COST RECOVERY	.00	.00	.00	.00	.0
TOTAL PW-PROJECTS & SAFETY	.00	.00	.00	.00	.0

PROPERTY MAINTENANCE

100-70-6000 SALARIES	169,170.69	209,873.35	345,832.00	135,958.65	60.7
100-70-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-70-6010 OVERTIME	40,806.48	51,222.68	50,000.00	(1,222.68)	102.5
100-70-6012 SHIFT DIFFERENTIAL	.00	.00	.00	.00	.0
100-70-6020 VACATION PAY	.00	.00	.00	.00	.0
100-70-6021 SICK PAY	.00	.00	.00	.00	.0
100-70-6022 HOLIDAY PAY	9,717.74	10,479.72	.00	(10,479.72)	.0
100-70-6023 LEAVE CASHOUT	40,514.18	40,514.18	27,261.00	(13,253.18)	148.6
100-70-6030 SOCIAL SECURITY EXPENSE	.00	217.91	1,790.00	1,572.09	12.2
100-70-6031 PAYABLE MEDICARE FICA	3,904.34	4,674.02	5,740.00	1,065.98	81.4
100-70-6032 UNEMPLOYMENT	.00	.00	7,046.00	7,046.00	.0
100-70-6033 WORKERS' COMPENSATION	6,133.39	7,682.41	10,226.00	2,543.59	75.1
100-70-6034 PERS	55,544.66	66,185.24	87,083.00	20,897.76	76.0
100-70-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-70-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-70-6040 EMPLOYEE GROUP BENEFITS	65,515.67	85,560.76	129,683.00	44,122.24	66.0
100-70-6041 UTILITY BENEFIT	17,502.65	22,336.64	23,256.00	919.36	96.1
100-70-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-70-6060 TRAVEL/TRAINING	.00	.00	8,000.00	8,000.00	.0
100-70-6100 SUPPLIES	1,304.32	1,378.26	5,000.00	3,621.74	27.6
100-70-6103 WEARING APPAREL	.00	1,107.58	5,000.00	3,892.42	22.2
100-70-6105 CLEANUP GREENUP SUPPLIES	.00	180.92	700.00	519.08	25.9
100-70-6106 PAINT SUPPLIES	655.55	496.02	2,000.00	1,503.98	24.8
100-70-6107 ELECTRICAL SUPPLIES	1,420.34	2,731.59	7,000.00	4,268.41	39.0
100-70-6108 PLUMBING SUPPLIES	1,777.17	2,191.91	7,000.00	4,808.09	31.3
100-70-6110 MATERIALS	2,513.96	3,836.76	5,000.00	1,163.24	76.7
100-70-6111 BOARDWALK REPAIR SUPPLIES	31.96	(4,034.55)	10,000.00	14,034.55	(40.4)
100-70-6142 GLYCOL SUPPLIES	.00	.00	15,000.00	15,000.00	.0
100-70-6150 GASOLINE/DIESEL/OIL	9,999.52	11,831.54	10,000.00	(1,831.54)	118.3
100-70-6153 HEATING FUEL	50,405.42	51,354.86	28,924.00	(22,430.86)	177.6
100-70-6155 WATER/SEWER/GARBAGE	1,196.98	1,630.72	17,268.00	15,637.28	9.4
100-70-6160 ELECTRICITY	8,310.49	8,987.04	9,783.00	795.96	91.9
100-70-6170 TELEPHONE	14.85	22.70	100.00	77.30	22.7
100-70-6171 STAFF CELLULAR PHONES	656.69	929.87	1,680.00	750.13	55.4
100-70-6200 MINOR EQUIPMENT	5,019.71	7,986.91	8,000.00	13.09	99.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-70-6201 BOILER EXPENSE	6,277.59	11,134.64	25,000.00	13,865.36	44.5
100-70-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
100-70-6230 VEHICLE MAINT/REPAIR	3,383.53	4,199.22	5,713.00	1,513.78	73.5
100-70-6231 VEHICLE PARTS & TOOLS	1,650.16	1,659.04	10,000.00	8,340.96	16.6
100-70-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
100-70-6240 WIND TURBINE CONTRACT	7,200.00	14,400.00	11,000.00	(3,400.00)	130.9
100-70-6241 PARKS MAINTENANCE	104.90	334.04	45,000.00	44,665.96	.7
100-70-6242 BOARDWALK LIGHTING PROJECT	33.79	33.79	43,373.00	43,339.21	.1
100-70-6250 CARPENTRY EXPENSE	1,349.28	1,349.28	5,000.00	3,650.72	27.0
100-70-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
100-70-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-70-6335 OTHER PURCHASED SERVICES	15,126.89	16,504.89	25,000.00	8,495.11	66.0
100-70-6400 INSURANCE	7,337.98	9,587.34	34,758.00	25,170.66	27.6
100-70-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-70-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-70-6502 ADVERTISING	.00	.00	.00	.00	.0
100-70-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
100-70-6510 4TH OF JULY	(1,000.00)	.00	400.00	400.00	.0
100-70-6530 FINANCE CHARGES/PENALTIES	11.07	11.07	.00	(11.07)	.0
100-70-6539 MISCELLANEOUS EXPENSES	1,032.16	1,032.16	1,300.00	267.84	79.4
100-70-6700 INDIRECT COST RECOVERY	(181,195.02)	(226,819.92)	(346,153.00)	(119,333.08)	(65.5)
100-70-6711 ADMIN OVERHEAD-IT SVCS	20,528.22	27,205.95	33,260.00	6,054.05	81.8
100-70-6890 CAPITAL EXPENDITURES	97,442.49	97,442.49	200,000.00	102,557.51	48.7
100-70-6891 FIRE ALARM PANEL	.00	.00	.00	.00	.0
100-70-9596 FIRE SUPPRESSION & INSPECTION	.00	.00	7,313.00	7,313.00	.0
100-70-9691 CITY SHOP-STEEL FLOOR REPAIRS	.00	.00	.00	.00	.0
100-70-9692 BURNER CONTROLS UPGRADE	.00	.00	.00	.00	.0
100-70-9693 GENERATOR UPGRADE-CITY COMPLEX	.00	.00	.00	.00	.0
100-70-9695 HERMAN NELSON HEATER	.00	.00	.00	.00	.0
100-70-9696 TWO 3/4 TON PICK UP TRUCKS	133,260.00	133,260.00	106,832.00	(26,428.00)	124.7
100-70-9697 CITY HALL IMPROVEMENTS	.00	.00	436,236.00	436,236.00	.0
100-70-9698 SCISSOR LIFT	.00	.00	18,138.00	18,138.00	.0
100-70-9699 JOHN DEERE 5 SERIES	.00	.00	100,000.00	100,000.00	.0
100-70-9771 PUBLIC WORKS FLOOR REPAIR	.00	.00	.00	.00	.0
TOTAL PROPERTY MAINTENANCE	604,659.80	680,713.03	1,590,542.00	909,828.97	42.8

DEPARTMENT 71

100-71-6000 SALARIES	.00	.00	.00	.00	.0
100-71-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
100-71-6010 OVERTIME	.00	.00	.00	.00	.0
100-71-6020 VACATION PAY	.00	.00	.00	.00	.0
100-71-6021 SICK PAY	.00	.00	.00	.00	.0
100-71-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
100-71-6023 LEAVE CASHOUT	.00	.00	.00	.00	.0
100-71-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
100-71-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
100-71-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
100-71-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
100-71-6034 PERS	.00	.00	.00	.00	.0
100-71-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
100-71-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
100-71-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-71-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
100-71-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
100-71-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
100-71-6100 SUPPLIES	.00	.00	.00	.00	.0
100-71-6101 BYC-SUPPLIES SUMMER FOOD PROG	.00	.00	.00	.00	.0
100-71-6102 ARBOR DAY GRANT SUPPLIES	.00	.00	.00	.00	.0
100-71-6103 WEARING APPAREL	.00	.00	.00	.00	.0
100-71-6105 CLEANUP GREENUP SUPPLIES	.00	.00	.00	.00	.0
100-71-6106 YKHC SUMMER FOOD PROG SUPPLIES	.00	.00	.00	.00	.0
100-71-6107 SOA-SUMMER FOOD PROG SUPPLIES	.00	.00	.00	.00	.0
100-71-6108 YKHC SUMMER FOOD PROGRAM	.00	.00	.00	.00	.0
100-71-6109 50TH ANNIVERSARY PROJECT	.00	.00	.00	.00	.0
100-71-6110 COMMUNITY FAIR SUPPORT EXP	.00	.00	.00	.00	.0
100-71-6150 GASOLINE/DIESEL/OIL	704.60	704.60	.00 (	704.60)	.0
100-71-6153 HEATING FUEL	16,279.26	16,722.30	.00 (	16,722.30)	.0
100-71-6155 WATER/SEWER/GARBAGE	.00	.00	.00	.00	.0
100-71-6160 ELECTRICITY	.00	.00	.00	.00	.0
100-71-6170 TELEPHONE	.00	.00	.00	.00	.0
100-71-6200 MINOR EQUIPMENT	187.99	187.99	.00 (	187.99)	.0
100-71-6201 YKHC - CLIMBING APPARATUS	.00	.00	.00	.00	.0
100-71-6202 YKHC TRAILS PROJECT	.00	.00	.00	.00	.0
100-71-6230 VEHICLE MAINT/REPAIR	151.79	151.79	.00 (	151.79)	.0
100-71-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
100-71-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
100-71-6241 PARK MAINT	.00	.00	.00	.00	.0
100-71-6242 COMMUNITY POOL EXPENSE	.00	.00	.00	.00	.0
100-71-6320 OTHER PROFESSIONAL FEES	.00	.00	.00	.00	.0
100-71-6333 JANITORIAL SRVS LOG CABN	.00	.00	.00	.00	.0
100-71-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
100-71-6335 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
100-71-6400 INSURANCE	.00	.00	.00	.00	.0
100-71-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
100-71-6410 RENTS & LEASES	.00	.00	.00	.00	.0
100-71-6501 CITY SAFETY	.00	.00	.00	.00	.0
100-71-6502 ADVERTISING	.00	.00	.00	.00	.0
100-71-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
100-71-6506 POSTAGE	.00	.00	.00	.00	.0
100-71-6507 YKHC GARDEN AWARD PROJECT	.00	.00	.00	.00	.0
100-71-6508 YKHC COMMUNITY/PGROUND AWARDS	.00	.00	.00	.00	.0
100-71-6509 YKHC COMMUNITY AWARD	.00	.00	.00	.00	.0
100-71-6510 4TH OF JULY GAMES & ACTIVITIES	.00	.00	.00	.00	.0
100-71-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
100-71-6532 CASH OVER TEEN CENTER	.00	.00	.00	.00	.0
100-71-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
100-71-6611 YOUTH CENTER-THEFT & VANDALISM	.00	.00	.00	.00	.0
100-71-6612 LOG CABIN-THEFT & VANDALISM	.00	.00	.00	.00	.0
100-71-6660 TRANSFER	.00	.00	.00	.00	.0
100-71-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
100-71-9521 4H/UAF AGREEMENT	.00	.00	.00	.00	.0
100-71-9567 ITEMS FOR RESALE	.00	.00	.00	.00	.0
100-71-9666 LWFC-PINKEYS PARK	.00	.00	.00	.00	.0
100-71-9691 YOUTH CENTER REPAIRS/UPGRADES	.00	.00	.00	.00	.0
100-71-9694 CITY PARK DEVELOPMENT	.00	.00	.00	.00	.0
100-71-9775 NEW RECREATIONAL ACTIVITIES	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL DEPARTMENT 71	17,323.64	17,766.68	.00	(17,766.68)	.0

COMMUNITY SERVICE

100-72-6109	50TH ANNIVERSARY CELEBRATION	.00	.00	.00	.00	.0
100-72-6155	SENIOR CTR - W/S/G ONC	.00	.00	33,520.00	33,520.00	.0
100-72-6171	BETHEL FRIENDS OF CANINES	.00	102,000.00	85,000.00	(17,000.00)	120.0
100-72-6240	CEMETARY IMPROVEMENTS	.00	.00	.00	.00	.0
100-72-6320	OTHER PROFESSIONAL FEES	.00	.00	.00	.00	.0
100-72-6326	CONTRACTOR FEES	.00	.00	.00	.00	.0
100-72-6400	INSURANCE	.00	.00	.00	.00	.0
100-72-6430	COMMUNITY ACTION GRANT	105,322.44	133,822.44	100,000.00	(33,822.44)	133.8
100-72-6431	UAF 4-H CONTRIBUTION	.00	.00	112,000.00	112,000.00	.0
100-72-6507	DONATIONS	.00	.00	.00	.00	.0
100-72-6508	KUSKO 300 RACE DONATION	.00	.00	.00	.00	.0
100-72-6509	LIBRARY CONTRIBUTION	.00	.00	72,600.00	72,600.00	.0
100-72-6510	ONC BUS SENIOR DONATION	.00	.00	.00	.00	.0
100-72-6511	CAMAI DONATION	.00	.00	.00	.00	.0
100-72-6512	DONATION-ICE ROAD MAINTENANCE	.00	.00	9,000.00	9,000.00	.0
100-72-6513	DON-ICE CLASSIC CISD YR2	.00	.00	.00	.00	.0
100-72-6514	"THE FIRST100 YRS" PUBLICATION	.00	.00	.00	.00	.0
100-72-6640	CASH SUBSIDY TO ONC SR CENTER	.00	.00	.00	.00	.0
100-72-9643	PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
100-72-9657	SENIOR CENTER BUS MAINT ONC	.00	.00	.00	.00	.0
100-72-9750	COMMUNITY MEETING EXPENSES	.00	.00	.00	.00	.0
100-72-9754	ARMORY AFTER-HOURS REC EXPENSE	.00	.00	.00	.00	.0
100-72-9755	BETHEL SEARCH & RESCUE	.00	.00	20,000.00	20,000.00	.0
TOTAL COMMUNITY SERVICE		105,322.44	235,822.44	432,120.00	196,297.56	54.6

IN KIND MATCH & TRANSFERS

100-73-6101	YKHC-SUMMER FOOD PROG SUPPLIES	.00	.00	.00	.00	.0
100-73-6102	SOA-SUMMER FOOD PROG SUPPLIES	.00	.00	.00	.00	.0
100-73-6201	YKHC-CLIMBING APPARATUS	.00	.00	.00	.00	.0
100-73-6202	YKHC TRAILS PROJECT	.00	.00	.00	.00	.0
100-73-6441	IN-KIND FACILITY 223 ADC	.00	.00	.00	.00	.0
100-73-6442	IN-KIND ASSIST TO FIREFIGHTERS	.00	.00	.00	.00	.0
100-73-6443	IN-KIND MATCH-DCED MINI GRANT	.00	.00	.00	.00	.0
100-73-6444	IN-KIND SC W/S/G - ONC	.00	.00	.00	.00	.0
100-73-6445	IN-KIND SC BUS MAINT-ONC	.00	.00	.00	.00	.0
100-73-6446	IN-KIND SC BOILER MAINT - ONC	.00	.00	.00	.00	.0
100-73-6447	IN-KIND PORT MULTI FAC IMPROV	.00	.00	.00	.00	.0
100-73-6522	DUST CONTROL EXPENDITURES	.00	.00	.00	.00	.0
100-73-6630	CASH MATCH-PINKY'S PARK F22	.00	.00	.00	.00	.0
100-73-6631	CASH MATCH-FTA SEC 5309 F21	.00	.00	.00	.00	.0
100-73-6632	CASH MATCH-PRIOR YR SOA INV	.00	.00	.00	.00	.0
100-73-6633	CASH MATCH-HAZARD MIT PLAN	.00	.00	.00	.00	.0
100-73-6635	CASH SUBSIDY TO ONC SR CENTER	.00	.00	.00	.00	.0
100-73-6640	CASH XFER POOL F40- SALES TAX	436,019.00	553,187.00	649,740.00	96,553.00	85.1
100-73-6641	CASH XFER POOL F40- ALCO TAX	6,283.00	8,480.00	16,650.00	8,170.00	50.9
100-73-6642	CASH XFER TO LAND PLAN (F25)	.00	.00	.00	.00	.0
100-73-6643	CASH XFER- FUND	39,586.00	48,015.00	.00	(48,015.00)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-73-6644 CASH TRANSFER-WAANT GRANT F17	.00	.00	.00	.00	.0
100-73-6645 CASH XFER-SC CDBG F24	.00	.00	.00	.00	.0
100-73-6646 CASH XFER-CITY HALL CPMG F42	.00	.00	.00	.00	.0
100-73-6647 CASH XFER-FLEET REPLACE FUND	.00	.00	125,000.00	125,000.00	.0
100-73-6649 CASH-PUBLIC SAFETY BLDG (F46)	.00	.00	.00	.00	.0
100-73-6650 CASH XFER-LAND PLAN & DEV FUND	.00	.00	.00	.00	.0
100-73-6651 CASH XFER-PARKS DEVELOP FUND	.00	.00	.00	.00	.0
100-73-6652 CASH XFER TO DMV SPEC REV FUND	.00	.00	.00	.00	.0
100-73-6653 CASH XFER TO PORT FUND-F52	.00	.00	.00	.00	.0
100-73-6654 CASH XFER TO WTR/SWR FUND-F51	.00	.00	.00	.00	.0
100-73-6655 CASH TRANSFER-FIRE STATION CAP	.00	.00	.00	.00	.0
100-73-6660 TRANSFER OUT TO OTHER FUNDS	.00	.00	.00	.00	.0
100-73-6661 TRANSFER TO GRANT	.00	.00	.00	.00	.0
100-73-6662 XFER TO GRANT MATCH	.00	.00	.00	.00	.0
100-73-6663 TRANSFER TO FUND 53-LEASE PROP	.00	.00	.00	.00	.0
100-73-6664 TRANSFER TO 223 ADC	.00	.00	.00	.00	.0
100-73-6665 XFER TO VILLAGE SAFE WTR F43	.00	.00	.00	.00	.0
100-73-6666 XFER TO W/S CAP PROJ FUND	.00	.00	.00	.00	.0
100-73-6667 XFER FROM POOL F40-AK REMOTEST	.00	.00	49,980.00	49,980.00	.0
100-73-9552 XFER FROM GF: MARIJUANA TAX	17,961.00	22,713.00	28,305.00	5,592.00	80.2
100-73-9553 XFER OUT TO FLEET RPLCMNT FUND	.00	.00	.00	.00	.0
TOTAL IN KIND MATCH & TRANSFERS	499,849.00	632,395.00	869,675.00	237,280.00	72.7
SPECIAL REVENUE CLEARING ACCTS					
100-74-6522 DUST CONTROL EXPENDITURES	.00	.00	.00	.00	.0
TOTAL SPECIAL REVENUE CLEARING ACCTS	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	9,660,877.56	11,973,504.46	20,324,758.45	8,351,253.99	58.9
NET REVENUE OVER EXPENDITURES	(1,335,056.68)	(597,000.08)	(6,880,518.45)	(6,283,518.37)	(8.7)

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

COMMUNITY SERVICE PATROL GRANT

ASSETS

270-10100	CASH IN COMBINED FUND	(	143,307.24)	
270-12000	ACCOUNTS RECEIVABLE		.00	
270-12100	ACCOUNTS RECEIVABLE STATE		.00	
	TOTAL ASSETS	(	143,307.24)	

LIABILITIES AND EQUITY

LIABILITIES

270-20100	VOUCHERS PAYABLE		115.52	
270-20400	CREDIT CARD PAYABLE		.00	
270-20500	ENCUMBRANCES		.00	
270-20900	OTHER PAYABLE		.00	
270-21000	ACCRUED PAYROLL		.00	
270-23700	PAYABLE TO STATE		.00	
270-25900	DUE TO/FROM OTHER FUNDS		.00	
270-26000	DEFERRED REVENUE		.00	
	TOTAL LIABILITIES			115.52

FUND EQUITY

270-37000	RESERVE - CURRENT YEAR		.00	
270-37500	RESERVE - LAST YEAR		.00	
	UNAPPROPRIATED FUND BALANCE:			
270-39900	FUND BALANCE	(	76,130.40)	
	REVENUE OVER EXPENDITURES - YTD	(	81,804.13)	
	BALANCE - CURRENT DATE	(	157,934.53)	
	TOTAL FUND EQUITY	(	157,934.53)	
	TOTAL LIABILITIES AND EQUITY	(	157,819.01)	

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
270-42-4200 GRANT REVENUE	144,646.51	144,646.51	.00	(144,646.51)	.0
TOTAL SOURCE 42	144,646.51	144,646.51	.00	(144,646.51)	.0
 SOURCE 46					
270-46-4640 OPERATING TRANSFER IN	.00	.00	.00	.00	.0
270-46-4740 OPERATING TRANSFER OUT	.00	.00	.00	.00	.0
TOTAL SOURCE 46	.00	.00	.00	.00	.0
 SOURCE 47					
270-47-4568 IN-KIND PERSONNEL COSTS	.00	.00	.00	.00	.0
270-47-4585 IN-KIND EXPENSES	.00	.00	.00	.00	.0
TOTAL SOURCE 47	.00	.00	.00	.00	.0
 TOTAL FUND REVENUE	 144,646.51	 144,646.51	 .00	 (144,646.51)	 .0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CSP PROGRAM</u>					
270-50-6000 SALARIES	87,080.80	107,967.47	153,046.00	45,078.53	70.6
270-50-6010 OVERTIME	9,725.39	10,542.56	15,000.00	4,457.44	70.3
270-50-6020 VACATION PAY	.00	.00	.00	.00	.0
270-50-6021 SICK PAY	.00	.00	.00	.00	.0
270-50-6022 HOLIDAY PAY	6,761.24	7,157.52	.00	(7,157.52)	.0
270-50-6023 LEAVE CASHOUT	12,165.33	12,165.33	17,005.00	4,839.67	71.5
270-50-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
270-50-6031 PAYABLE MEDICARE FICA	1,725.72	2,054.49	2,437.00	382.51	84.3
270-50-6032 UNEMPLOYMENT	.00	.00	2,991.00	2,991.00	.0
270-50-6033 WORKERS' COMPENSATION	2,752.19	3,447.27	4,341.00	893.73	79.4
270-50-6034 PERS	24,903.64	29,765.67	36,970.00	7,204.33	80.5
270-50-6040 EMPLOYEE GROUP BENEFITS	31,484.13	39,309.00	76,284.00	36,975.00	51.5
270-50-6041 UTILITY BENEFIT	1,457.52	2,493.54	13,680.00	11,186.46	18.2
270-50-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
270-50-6100 SUPPLIES	405.38	405.38	4,000.00	3,594.62	10.1
270-50-6103 WEARING APPAREL	.00	.00	1,800.00	1,800.00	.0
270-50-6110 MATERIALS	.00	.00	.00	.00	.0
270-50-6150 GASOLINE/DIESEL/OIL	7,152.88	8,787.01	16,000.00	7,212.99	54.9
270-50-6153 HEATING FUEL	.00	(58.82)	88.00	146.82	(66.8)
270-50-6160 ELECTRICITY	.00	.00	.00	.00	.0
270-50-6170 TELEPHONE	.00	.00	.00	.00	.0
270-50-6171 STAFF CELLULAR PHONES	.00	.00	1,500.00	1,500.00	.0
270-50-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
270-50-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
270-50-6240 FACILITY	.00	.00	.00	.00	.0
270-50-6320 OTHER PROFESSIONAL FEES	.00	.00	.00	.00	.0
270-50-6326 CONTRACTORS FEES	.00	.00	.00	.00	.0
270-50-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
270-50-6335 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
270-50-6400 INSURANCE	1,847.80	2,414.22	15,686.00	13,271.78	15.4
270-50-6410 RENTS & LEASES	.00	.00	.00	.00	.0
270-50-6440 IN-KIND EXPENSES	.00	.00	32,308.00	32,308.00	.0
270-50-6441 IN-KIND PERSONNEL COSTS	.00	.00	.00	.00	.0
270-50-6502 ADVERTISING	.00	.00	.00	.00	.0
270-50-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
270-50-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
270-50-6891 VEHICLES	.00	.00	.00	.00	.0
270-50-9668 DISPATCH SERVICES	.00	.00	.00	.00	.0
TOTAL CSP PROGRAM	187,462.02	226,450.64	393,136.00	166,685.36	57.6
TOTAL FUND EXPENDITURES	187,462.02	226,450.64	393,136.00	166,685.36	57.6
NET REVENUE OVER EXPENDITURES	(42,815.51)	(81,804.13)	(393,136.00)	(311,331.87)	(20.8)

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

YK REG AQUA HLTH & SAFETY CTR

ASSETS

400-10100	CASH IN COMBINED FUND	(2,604,213.75)	
400-11210	INVESTMENT-WELLS FARGO	.00	
400-11220	INVESTMENT-AMLIP YKHF	2,304,131.02	
400-11230	INVESTMENT TVI 5EQ-491024 YKHF	1,753,531.93	
400-12000	ACCOUNTS RECEIVABLE	.00	
400-12010	ACCOUNTS RECEIVABLE	.00	
400-12020	DUE TO/FROM POOL MGMT CO.	108,888.22	
400-13000	INVENTORY-GRAVEL	.00	
400-13200	INVENTORY-HEATING FUEL	23,925.00	
400-15200	CONSTRUCTION IN PROGRESS	338,502.11	
400-15400	BUILDINGS	21,831,540.08	
400-15500	MACHINERY & EQUIPMENT	1,465,627.00	
400-16400	ACCUM DEPR - BUILDINGS	(4,852,534.32)	
400-16500	ACCUM DEPR - M & E	(584,060.27)	
400-17800	PREPAID	.00	
400-18000	SUSPENSE	372,935.00	
400-19700	DUE TO/FROM OTHER FUNDS	.00	
	TOTAL ASSETS		20,158,272.02

LIABILITIES AND EQUITY

LIABILITIES

400-20100	VOUCHERS PAYABLE	2,429.88	
400-20300	RETAINAGE PAYABLE	.00	
400-20500	ENCUMBRANCES	.00	
400-25900	DUE TO/FROM OTHER FUNDS	.00	
400-26000	DEFERRED REVENUE	15,000.00	
	TOTAL LIABILITIES		17,429.88

FUND EQUITY

400-30100	CONTRIBUTED CAPITAL-STATE	23,061,119.31	
400-30200	CONTRIBUTED CAPITAL- OTHER	236,047.77	
400-37000	RESERVE - CURRENT YEAR	.00	
400-37500	RESERVE - LAST YEAR	.00	
	UNAPPROPRIATED FUND BALANCE:		
400-39900	FUND BALANCE	(3,055,943.78)	
	REVENUE OVER EXPENDITURES - YTD	(145,183.01)	
	BALANCE - CURRENT DATE	(3,201,126.79)	
	TOTAL FUND EQUITY		20,096,040.29
	TOTAL LIABILITIES AND EQUITY		20,113,470.17

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
400-42-4200 MISC LOCAL/STATE GRANTS	.00	.00	.00	.00	.0
400-42-4570 DELTA WOMEN'S GROUP GRANT	.00	.00	.00	.00	.0
400-42-4571 CAG	.00	.00	.00	.00	.0
400-42-4579 PERS ON BEHALF PAYMENT	.00	.00	.00	.00	.0
400-42-9411 SFY13 DESIGNATED LEGIS GRANT	.00	.00	.00	.00	.0
400-42-9413 STATE CONTRIBUTED CAP.	.00	.00	.00	.00	.0
TOTAL SOURCE 42	.00	.00	.00	.00	.0
SOURCE 43					
400-43-4110 YKHC EQUIPMENT CONTRIBUTION	.00	.00	.00	.00	.0
400-43-4360 PRO-SHOP REVENUE	22,982.00	30,689.00	40,000.00	9,311.00	76.7
400-43-4361 CONCESSION REVENUE	34,480.00	44,282.00	60,000.00	15,718.00	73.8
400-43-4362 ENTRY FEE	71,888.00	90,000.00	100,000.00	10,000.00	90.0
400-43-4369 PROGRAM FEES	27,558.00	33,793.00	50,000.00	16,207.00	67.6
400-43-4440 FACILITY RENTAL	16,912.00	18,277.00	25,500.00	7,223.00	71.7
400-43-9420 MEMBERSHIPS	116,230.00	151,753.00	260,000.00	108,247.00	58.4
TOTAL SOURCE 43	290,050.00	368,794.00	535,500.00	166,706.00	68.9
TRANSFERS IN					
400-46-4300 LOCAL SOURCES-SALES TAX REV	436,019.00	553,187.00	649,740.00	96,553.00	85.1
400-46-4330 LOCAL SOURCES-ALCOHOL TAX REV	6,283.00	8,480.00	16,650.00	8,170.00	50.9
400-46-4370 WELLNESS PROGRAM	.00	.00	.00	.00	.0
400-46-4530 PENALTIES AND INTEREST	.00	.00	.00	.00	.0
400-46-4640 OPERATING TRANSFER IN	.00	.00	.00	.00	.0
400-46-4740 OPERATING TRANSFER OUT	.00	.00	.00	.00	.0
400-46-9415 ALASKA REMOTE SALES TAX	39,586.00	48,015.00	49,980.00	1,965.00	96.1
400-46-9417 XFER FROM GF: MARIJUANA TAX	17,961.00	22,713.00	28,305.00	5,592.00	80.2
TOTAL TRANSFERS IN	499,849.00	632,395.00	744,675.00	112,280.00	84.9
MISCELLANEOUS					
400-49-4560 PUBLIC DONATIONS	1,104.00	4,141.00	.00	(4,141.00)	.0
400-49-4590 INVESTMENT INCOME	75,101.70	82,679.20	2,000.00	(80,679.20)	4134.0
TOTAL MISCELLANEOUS	76,205.70	86,820.20	2,000.00	(84,820.20)	4341.0
TOTAL FUND REVENUE	866,104.70	1,088,009.20	1,282,175.00	194,165.80	84.9

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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LOCAL FUNDED EXPENDITURES

400-50-6000 SALARIES	(26,271.79)	.00	.00	.00	.0
400-50-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
400-50-6010 OVERTIME	.00	.00	.00	.00	.0
400-50-6020 VACATION PAY	.00	.00	.00	.00	.0
400-50-6021 SICK PAY	.00	.00	.00	.00	.0
400-50-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
400-50-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
400-50-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
400-50-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
400-50-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
400-50-6034 PERS	.00	.00	.00	.00	.0
400-50-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
400-50-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
400-50-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
400-50-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
400-50-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
400-50-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
400-50-6100 SUPPLIES	(27,090.03)	.00	.00	.00	.0
400-50-6109 MISC. SUPPLIES	.00	.00	.00	.00	.0
400-50-6110 MATERIALS	.00	.00	.00	.00	.0
400-50-6131 GRAVEL	.00	.00	.00	.00	.0
400-50-6150 GASOLINE/DIESEL/OIL	1,142.83	1,461.68	3,500.00	2,038.32	41.8
400-50-6153 HEATING FUEL	260,401.69	293,663.83	175,392.00	(118,271.83)	167.4
400-50-6155 WATER/SEWER/GARBAGE	28,897.32	41,946.65	56,650.00	14,703.35	74.1
400-50-6160 ELECTRICITY	70,255.31	78,626.57	91,421.00	12,794.43	86.0
400-50-6170 TELEPHONE	1,001.48	1,253.02	1,300.00	46.98	96.4
400-50-6200 MINOR EQUIPMENT	.00	.00	26,554.00	26,554.00	.0
400-50-6230 VEHICLE MAINT/REPAIR	981.83	981.83	97.00	(884.83)	1012.2
400-50-6240 PROP MAINT	27,715.50	38,116.44	50,000.00	11,883.56	76.2
400-50-6241 ICR-PROPERTY MAINTENANCE-5%	.00	.00	55,407.00	55,407.00	.0
400-50-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
400-50-6290 DEPRECIATION-MACHINE/EQUIP	.00	.00	.00	.00	.0
400-50-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
400-50-6320 OTHER PROFESSIONAL FEES	.00	.00	157,570.00	157,570.00	.0
400-50-6321 LEGAL FEES	.00	.00	.00	.00	.0
400-50-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
400-50-6326 CONTRACTOR FEES	151,903.94	170,942.74	793,100.00	622,157.26	21.6
400-50-6333 JANITORIAL SUPPLIES	.00	.00	.00	.00	.0
400-50-6335 OTHER PURCHASED SERVICES	2,766.00	2,766.00	30,000.00	27,234.00	9.2
400-50-6400 INSURANCE	40,531.16	52,955.46	40,939.00	(12,016.46)	129.4
400-50-6430 ALLOWANCE FOR SPECIAL EVENTS	.00	.00	.00	.00	.0
400-50-6502 ADVERTISING	.00	.00	.00	.00	.0
400-50-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
400-50-6504 HARDWARE/SOFTWARE SUPPORT	.00	.00	.00	.00	.0
400-50-6507 DONATION AND AWARDS	.00	.00	.00	.00	.0
400-50-6531 BANK CHARGES	.00	.00	.00	.00	.0
400-50-6710 ADMIN OVERHEAD-GF	23,189.89	28,670.38	21,819.00	(6,851.38)	131.4
400-50-6711 ADMIN OVERHEAD-IT SVCS	31,916.15	42,298.31	33,260.00	(9,038.31)	127.2
400-50-6890 CAPITAL EXPENSE- POOL	.00	.00	.00	.00	.0
400-50-6893 CAPITAL EXP-SERVER DOMAIN	.00	.00	.00	.00	.0
400-50-9691 FEASIBLTY STUDY	1,514.97	1,514.97	21,928.00	20,413.03	6.9
400-50-9692 REPAIRS	464,711.89	477,994.33	784,230.00	306,235.67	61.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL LOCAL FUNDED EXPENDITURES	1,053,568.14	1,233,192.21	2,343,167.00	1,109,974.79	52.6
STATE FUNDED EXPENDITURES					
400-51-6000 SALARIES	.00	.00	.00	.00	.0
400-51-6010 OVERTIME	.00	.00	.00	.00	.0
400-51-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
400-51-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
400-51-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
400-51-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
400-51-6034 PERS	.00	.00	.00	.00	.0
400-51-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
400-51-6110 MATERIALS	.00	.00	.00	.00	.0
400-51-6153 HEATING FUEL	.00	.00	.00	.00	.0
400-51-6155 WATER/SEWER/GARBAGE	.00	.00	.00	.00	.0
400-51-6160 ELECTRICITY	.00	.00	.00	.00	.0
400-51-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
400-51-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
400-51-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
400-51-6326 CONTRACTOR FEES	.00	.00	.00	.00	.0
400-51-6327 PROJECT MGR FEES	.00	.00	.00	.00	.0
400-51-6335 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
400-51-6400 INSURANCE	.00	.00	.00	.00	.0
400-51-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
TOTAL STATE FUNDED EXPENDITURES	.00	.00	.00	.00	.0
DEPARTMENT 52					
400-52-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
400-52-6109 MISC. SUPPLIES	.00	.00	.00	.00	.0
400-52-6200 EQUIPMENT	.00	.00	.00	.00	.0
400-52-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
400-52-6320 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
400-52-6321 LEGAL FEES	.00	.00	.00	.00	.0
400-52-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
400-52-6326 CONTRACTOR FEES	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 52	.00	.00	.00	.00	.0
2014 YKHC FUNDED EXPENDITURES					
400-53-6200 EQUIPMENT	.00	.00	.00	.00	.0
TOTAL 2014 YKHC FUNDED EXPENDITURES	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	1,053,568.14	1,233,192.21	2,343,167.00	1,109,974.79	52.6
NET REVENUE OVER EXPENDITURES	(187,463.44)	(145,183.01)	(1,060,992.00)	(915,808.99)	(13.7)

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

YK REG AQUA HLTH & SAFETY CTR

PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

E-911 SYSTEM/SURCHARGE

ASSETS

410-10100	CASH IN COMBINED FUND	6,877.38	
410-12000	RECEIVABLE	.00	
410-12010	ACCOUNTS RECEIVABLE-MISC	.00	
410-17800	PREPAID - OTHER EXPENSES	.00	
	TOTAL ASSETS		6,877.38

LIABILITIES AND EQUITY

LIABILITIES

410-20100	VOUCHERS PAYABLE	.00	
410-20400	CREDIT CARD PAYABLE	.00	
410-20500	ENCUMBRANCES	.00	
410-21000	ACCRUED PAYROLL	.00	
410-25900	DUE TO/FROM OTHER FUNDS	.00	
410-26000	DEFERRED REVENUE	.00	
	TOTAL LIABILITIES		.00

FUND EQUITY

410-37000	RESERVE - CURRENT YEAR	.00	
410-37500	RESERVE - LAST YEAR	.00	
	UNAPPROPRIATED FUND BALANCE:		
410-39900	FUND BALANCE-E911 SYSTEM SUR	89,248.87	
	REVENUE OVER EXPENDITURES - YTD	(81,341.86)	
	BALANCE - CURRENT DATE	7,907.01	
	TOTAL FUND EQUITY		7,907.01
	TOTAL LIABILITIES AND EQUITY		7,907.01

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>E-911 SURCHARGE</u>					
410-42-4428 SURCHARGE FROM UNITED UTL	90,259.14	114,614.82	144,000.00	29,385.18	79.6
410-42-4579 PERS ON BEHALF PAYMENT	.00	.00	.00	.00	.0
410-42-9416 PUBLIC SAFETY DISP CONTRACT	.00	.00	.00	.00	.0
TOTAL E-911 SURCHARGE	90,259.14	114,614.82	144,000.00	29,385.18	79.6
<u>SOURCE 46</u>					
410-46-4640 OPERATING TRANSFER IN	.00	.00	.00	.00	.0
410-46-4740 OPERATING TRANSFER OUT	.00	.00	.00	.00	.0
TOTAL SOURCE 46	.00	.00	.00	.00	.0
<u>SOURCE 49</u>					
410-49-4590 INVESTMENT INCOME	.00	.00	.00	.00	.0
410-49-4750 GENERAL FUND CONTRIBUTION	.00	.00	.00	.00	.0
TOTAL SOURCE 49	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	90,259.14	114,614.82	144,000.00	29,385.18	79.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E-911 SERVICES</u>					
410-50-6000 SALARIES	38,775.16	53,506.47	71,195.00	17,688.53	75.2
410-50-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
410-50-6010 OVERTIME	7,766.75	9,537.44	5,000.00	(4,537.44)	190.8
410-50-6020 VACATION PAY	.00	.00	.00	.00	.0
410-50-6021 SICK PAY	.00	.00	.00	.00	.0
410-50-6022 HOLIDAY PAY	4,521.90	4,883.65	.00	(4,883.65)	.0
410-50-6023 LEAVE CASHOUT	6,368.33	6,368.33	10,023.00	3,654.67	63.5
410-50-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
410-50-6031 PAYABLE MEDICARE FICA	904.25	1,166.44	1,105.00	(61.44)	105.6
410-50-6032 UNEMPLOYMENT	.00	.00	1,356.00	1,356.00	.0
410-50-6033 WORKERS' COMPENSATION	79.27	99.29	197.00	97.71	50.4
410-50-6034 PERS	12,063.06	15,773.09	16,763.00	989.91	94.1
410-50-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
410-50-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
410-50-6040 EMPLOYEE GROUP BENEFITS	32,758.82	37,971.58	27,971.00	(10,000.58)	135.8
410-50-6041 UTILITY BENEFIT	2,483.14	3,666.43	5,016.00	1,349.57	73.1
410-50-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
410-50-6100 SUPPLIES	.00	.00	.00	.00	.0
410-50-6103 WEARING APPAREL	.00	.00	.00	.00	.0
410-50-6170 911 PHONE LINES	.00	.00	.00	.00	.0
410-50-6171 STAFF CELLULAR PHONES	.00	.00	.00	.00	.0
410-50-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
410-50-6320 OTHER PROFESSIONAL FEES	.00	.00	.00	.00	.0
410-50-6321 LEGAL FEES	.00	.00	.00	.00	.0
410-50-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
410-50-6335 OTHER PURCHASED SERVICES	16,406.52	47,282.02	60,000.00	12,717.98	78.8
410-50-6400 INSURANCE	1,298.90	1,697.06	6,022.00	4,324.94	28.2
410-50-6410 RENTS & LEASES	8,260.88	14,004.88	5,800.00	(8,204.88)	241.5
410-50-6420 INTEREST-E911 EQUIPMENT	.00	.00	.00	.00	.0
410-50-6500 DRUG TESTING	.00	.00	.00	.00	.0
410-50-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
410-50-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
410-50-6712 IT SVCS ALLOCATION	.00	.00	.00	.00	.0
410-50-6890 CAPITAL EXP-NETCAD UPDATE	.00	.00	.00	.00	.0
410-50-9690 E911 UPGRADE	.00	.00	.00	.00	.0
 TOTAL E-911 SERVICES	 131,686.98	 195,956.68	 210,448.00	 14,491.32	 93.1
 <u>DEPARTMENT 51</u>					
410-51-6712 INDIRECT COST ALLOCATION	.00	.00	.00	.00	.0
 TOTAL DEPARTMENT 51	 .00	 .00	 .00	 .00	 .0
 TOTAL FUND EXPENDITURES	 131,686.98	 195,956.68	 210,448.00	 14,491.32	 93.1
 NET REVENUE OVER EXPENDITURES	 (41,427.84)	 (81,341.86)	 (66,448.00)	 14,893.86	 (122.4)

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

SOLID WASTE SERVICES

ASSETS

500-10100	CASH IN COMBINED FUND	3,549,484.15	
500-11000	PETTY CASH	.00	
500-12000	ACCOUNTS RECEIVABLE	143,991.07	
500-12010	ACCOUNTS RECEIVABLE - MISC	.00	
500-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(43,295.45)	
500-13200	INVENTORY - HEATING FUEL	829.40	
500-13220	INVENTORY - DIESEL	2,552.00	
500-13700	INVENTORY - EQUIPMENT	.00	
500-15100	LAND	18,252.00	
500-15400	BUILDINGS	96,568.13	
500-15500	MACHINERY & EQUIP-GENERAL	1,298,496.77	
500-15700	VEHICLES-GENERAL	939,511.30	
500-15900	PLANTS AND LINES-GENERAL	164,282.49	
500-16400	ACCUM DEPR - BUILDINGS	(61,780.13)	
500-16500	ACCUM DEP-M&E GENERAL	(719,099.22)	
500-16700	ACCUM DEPR - VEHICLES	(283,699.76)	
500-16900	ACCUM DEPR-PLANT/LINE-GNL	(27,973.35)	
500-17600	PREPAID INSURANCE	.00	
500-17800	PREPAID - OTHER EXPENSES	.00	
500-19000	DEFERRED OUTFLOW-PENSION	48,886.49	
500-19001	OPEB DEFERRED OUTFLOW	34,759.00	
500-19002	OPEB ASSET	4,371.27	
TOTAL ASSETS			5,166,136.16

LIABILITIES AND EQUITY

LIABILITIES

500-20100	VOUCHERS PAYABLE	(570.57)	
500-20400	CREDIT CARD PAYABLE	.00	
500-20500	ENCUMBRANCES	.00	
500-20800	SALES TAX PAYABLE	.00	
500-21000	ACCRUED PAYROLL	.00	
500-21300	PAYABLE MEDICARE FICA	.00	
500-21410	PAYABLE-PERS	.00	
500-22100	ACCRUED VACATION	47,262.47	
500-22200	VACATION/SICK LEAVE	6,391.21	
500-25000	PENSION LIABILITY	399,758.16	
500-25100	NET OPEB LIABILITY	16,377.04	
500-25900	DUE TO/FROM OTHER FUNDS	.00	
500-27100	DEFERRED INFLOW-PENSION	24,080.90	
500-27101	OPEB DEFERRED INFLOW	18,892.96	
500-28500	LANDFILL CLOSURE.POSTCLOS	3,175,557.26	
TOTAL LIABILITIES			3,687,749.43

FUND EQUITY

500-37000	RESERVE - CURRENT YEAR	.00
500-37500	RESERVE - LAST YEAR	.00
500-38000	PRIOR PER ADJ-LANDFILL	.00
500-38100	PRIOR PERIOD ADJUSTMENTS	.00

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

SOLID WASTE SERVICES

UNAPPROPRIATED FUND BALANCE:			
500-39100	RESIDUAL EQ XFR IN	.00	
500-39900	FUND BALANCE-SOLID WASTE SERV	1,612,604.80	
	REVENUE OVER EXPENDITURES - YTD	(196,745.89)	
	BALANCE - CURRENT DATE	1,415,858.91	
	TOTAL FUND EQUITY		1,415,858.91
	TOTAL LIABILITIES AND EQUITY		5,103,608.34

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STATE AND FEDERAL SOURCES</u>					
500-42-4201 SOA - JURY DUTY REIMB.	200.00	200.00	.00	(200.00)	.0
500-42-4209 STATE OF AK UI TRUST FUND	.00	.00	.00	.00	.0
500-42-4577 PENSION ON BEHALF	.00	.00	.00	.00	.0
500-42-4579 PERS ON BEHALF PAYMENT	.00	.00	.00	.00	.0
TOTAL STATE AND FEDERAL SOURCES	200.00	200.00	.00	(200.00)	.0
<u>SOLID WASTE & RECYCLING</u>					
500-44-4351 T-SHIRT SALES	.00	.00	.00	.00	.0
500-44-4396 COMMERCIAL GARBAGE PICKUP	446,159.64	573,521.35	765,774.00	192,252.65	74.9
500-44-4397 LANDFILL DUMP FEE	52,690.00	87,520.00	97,850.00	10,330.00	89.4
500-44-4398 RESIDENTIAL GARBAGE PICKUP	199,381.35	256,836.59	337,014.00	80,177.41	76.2
500-44-9420 RECYCLING INCOME	.00	.00	.00	.00	.0
TOTAL SOLID WASTE & RECYCLING	698,230.99	917,877.94	1,200,638.00	282,760.06	76.5
<u>MISCELLANEOUS</u>					
500-45-4391 SERVICE FEE	.00	.00	.00	.00	.0
500-45-9434 PENALTY & INTEREST	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS	.00	.00	.00	.00	.0
<u>SOURCE 46</u>					
500-46-4640 TRANSFERS IN	.00	.00	.00	.00	.0
500-46-4740 TRANSFER OUT TO OTHER FUNDS	.00	.00	.00	.00	.0
TOTAL SOURCE 46	.00	.00	.00	.00	.0
<u>MISCELLANEOUS</u>					
500-49-4439 MISCELLANEOUS REVENUE	.00	.00	.00	.00	.0
500-49-4890 GAIN(LOSS) SALE OF FIXED ASSET	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	698,430.99	918,077.94	1,200,638.00	282,560.06	76.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 50</u>					
500-50-6070 PENSION EXPENSE	.00	.00	.00	.00	.0
500-50-6071 PENSION AMORTIZATION	.00	.00	.00	.00	.0
500-50-6072 PENSION ON BEHALF	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 50	.00	.00	.00	.00	.0
<u>HAULED REFUSE</u>					
500-70-6000 SALARIES	64,744.20	78,587.05	135,392.00	56,804.95	58.0
500-70-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
500-70-6010 OVERTIME	4,166.62	4,865.23	10,250.00	5,384.77	47.5
500-70-6020 VACATION PAY	.00	.00	.00	.00	.0
500-70-6021 SICK PAY	.00	.00	.00	.00	.0
500-70-6022 HOLIDAY PAY	3,122.63	3,536.62	.00	(3,536.62)	.0
500-70-6023 LEAVE CASHOUT	23,400.41	23,400.41	18,493.00	(4,907.41)	126.5
500-70-6030 SOCIAL SECURITY EXPENSE	.00	.00	1,790.00	1,790.00	.0
500-70-6031 PAYABLE MEDICARE FICA	1,344.07	1,551.76	2,112.00	560.24	73.5
500-70-6032 UNEMPLOYMENT	.00	.00	2,592.00	2,592.00	.0
500-70-6033 WORKERS' COMPENSATION	7,694.95	9,638.35	3,762.00	(5,876.35)	256.2
500-70-6034 PERS	18,331.30	21,621.50	32,041.00	10,419.50	67.5
500-70-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
500-70-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
500-70-6040 EMPLOYEE GROUP BENEFITS	9,924.02	12,276.60	27,971.00	15,694.40	43.9
500-70-6041 UTILITY BENEFIT	1,327.90	1,720.89	5,016.00	3,295.11	34.3
500-70-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
500-70-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
500-70-6100 SUPPLIES	557.89	708.88	500.00	(208.88)	141.8
500-70-6103 WEARING APPAREL	462.25	462.25	1,000.00	537.75	46.2
500-70-6121 4 YD DUMPSTERS	.00	57,072.45	60,000.00	2,927.55	95.1
500-70-6131 GRAVEL	.00	.00	.00	.00	.0
500-70-6140 CALCIUM CHLORIDE	.00	.00	.00	.00	.0
500-70-6150 GASOLINE/DIESEL/OIL	10,575.83	11,007.83	10,000.00	(1,007.83)	110.1
500-70-6160 ELECTRICITY	.00	.00	.00	.00	.0
500-70-6200 MINOR EQUIPMENT	937.89	937.89	.00	(937.89)	.0
500-70-6230 VEHICLE MAINT/REPAIR	41,276.73	51,540.50	61,581.00	10,040.50	83.7
500-70-6231 VEHICLE PARTS & TOOLS	1,321.22	1,480.87	10,000.00	8,519.13	14.8
500-70-6232 TIRES & WHEELS	.00	1,320.00	8,000.00	6,680.00	16.5
500-70-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
500-70-6290 DEPRECIATION-MACHINE/EQUIP	.00	.00	.00	.00	.0
500-70-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
500-70-6335 OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
500-70-6400 INSURANCE	3,964.42	5,179.66	6,570.00	1,390.34	78.8
500-70-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
500-70-6501 CITY SAFETY	.00	.00	.00	.00	.0
500-70-6502 ADVERTISING	.00	.00	.00	.00	.0
500-70-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
500-70-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
500-70-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
500-70-6600 BAD DEBTS EXPENSE	.00	.00	10,000.00	10,000.00	.0
500-70-6661 XFER TO F-58 FLEET REPLACEMENT	.00	.00	.00	.00	.0
500-70-6710 ADMIN OVERHEAD-GF	33,469.10	41,378.89	31,490.00	(9,888.89)	131.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
500-70-6712 ADMIN OVERHEAD-UTIL BILLING	.00	.00	.00	.00	.0
500-70-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
500-70-9693 REFUSE TRUCK	.00	.00	285,850.00	285,850.00	.0
500-70-9694 SINGLE AXLE REAR LOADER	185,424.00	185,424.00	170,336.00	(15,088.00)	108.9
TOTAL HAULED REFUSE	412,045.43	513,711.63	895,746.00	382,034.37	57.4

LANDFILL OPERATIONS

500-71-6000 SALARIES	101,659.64	128,586.51	182,076.00	53,489.49	70.6
500-71-6003 RECRUITMENT COSTS	.00	.00	.00	.00	.0
500-71-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
500-71-6010 OVERTIME	20,036.12	26,561.88	20,000.00	(6,561.88)	132.8
500-71-6020 VACATION PAY	.00	.00	.00	.00	.0
500-71-6021 SICK PAY	.00	.00	.00	.00	.0
500-71-6022 HOLIDAY PAY	5,739.26	6,222.63	.00	(6,222.63)	.0
500-71-6023 LEAVE CASHOUT	46,842.26	46,842.26	55,822.00	8,979.74	83.9
500-71-6030 SOCIAL SECURITY EXPENSE	.00	53.57	840.00	786.43	6.4
500-71-6031 PAYABLE MEDICARE FICA	2,576.55	3,072.94	2,930.00	(142.94)	104.9
500-71-6032 UNEMPLOYMENT	.00	.00	3,597.00	3,597.00	.0
500-71-6033 WORKERS' COMPENSATION	5,666.40	7,097.48	5,220.00	(1,877.48)	136.0
500-71-6034 PERS	32,521.03	39,796.87	44,457.00	4,660.13	89.5
500-71-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
500-71-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
500-71-6040 EMPLOYEE GROUP BENEFITS	20,644.20	24,931.44	66,113.00	41,181.56	37.7
500-71-6041 UTILITY BENEFIT	5,203.53	6,114.53	11,856.00	5,741.47	51.6
500-71-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
500-71-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
500-71-6100 SUPPLIES	1,796.52	2,012.48	3,000.00	987.52	67.1
500-71-6103 WEARING APPAREL	1,355.93	1,355.93	3,000.00	1,644.07	45.2
500-71-6131 GRAVEL	.00	.00	.00	.00	.0
500-71-6132 SALT	.00	27,028.89	30,000.00	2,971.11	90.1
500-71-6150 GASOLINE/DIESEL/OIL	14,407.09	18,216.27	15,000.00	(3,216.27)	121.4
500-71-6153 HEATING FUEL	1,579.84	4,784.31	6,145.00	1,360.69	77.9
500-71-6160 ELECTRICITY	4,027.87	4,190.88	4,296.00	105.12	97.6
500-71-6170 TELEPHONE	.00	.00	.00	.00	.0
500-71-6171 STAFF CELLULAR PHONES	386.52	529.92	1,000.00	470.08	53.0
500-71-6200 MINOR EQUIPMENT	2,946.46	2,946.46	5,000.00	2,053.54	58.9
500-71-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
500-71-6230 VEHICLE MAINT/REPAIR	41,276.73	52,474.20	67,728.00	15,253.80	77.5
500-71-6231 VEHICLE PARTS & TOOLS	6,027.31	6,723.33	10,000.00	3,276.67	67.2
500-71-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
500-71-6240 PROPERTY MAINT	15,099.59	18,901.67	28,137.00	9,235.33	67.2
500-71-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
500-71-6290 DEPREC-M&E HAULED WATER	.00	.00	.00	.00	.0
500-71-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
500-71-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
500-71-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
500-71-6332 LAB TESTS	.00	.00	.00	.00	.0
500-71-6335 OTHER PURCHASED SERVICES	539.08	3,272.60	3,000.00	(272.60)	109.1
500-71-6400 INSURANCE	2,699.97	3,527.61	4,598.00	1,070.39	76.7
500-71-6501 CITY SAFETY	.00	.00	.00	.00	.0
500-71-6502 ADVERTISING	.00	.00	.00	.00	.0
500-71-6503 DUES & SUBSCRIPTIONS	4,000.00	4,000.00	8,050.00	4,050.00	49.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
500-71-6507 DONATION RECYCLING CENTER	.00	.00	.00	.00	.0
500-71-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
500-71-6599 LANDFILL CLOSURE COSTS	.00	.00	.00	.00	.0
500-71-6600 BAD DEBT EXPENSE	.00	.00	3,000.00	3,000.00	.0
500-71-6710 ADMIN OVERHEAD-GF	41,199.06	50,935.68	38,763.00	(12,172.68)	131.4
500-71-6711 ADMIN OVERHEAD-IT SVCS	11,725.05	15,539.15	33,260.00	17,720.85	46.7
500-71-6890 CAPITAL EXPENSE-END DUMP	.00	.00	.00	.00	.0
500-71-6891 CAP EXP	.00	.00	530,000.00	530,000.00	.0
500-71-9691 963K TRACK LOADER	.00	.00	.00	.00	.0
500-71-9692 SERVICE ROAD FOR LANDFILL	.00	.00	.00	.00	.0
500-71-9693 950M WHEEL LOADER	.00	.00	.00	.00	.0
500-71-9695 HAMMEL DK SHREDDER	3,608.42	79,865.79	150,100.00	70,234.21	53.2
TOTAL LANDFILL OPERATIONS	393,564.43	585,585.28	1,341,988.00	756,402.72	43.6

RECYCLING OPERATIONS

500-72-6000 SALARIES	.00	.00	.00	.00	.0
500-72-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
500-72-6010 OVERTIME	.00	.00	.00	.00	.0
500-72-6020 VACATION PAY	.00	.00	.00	.00	.0
500-72-6021 SICK PAY	.00	.00	.00	.00	.0
500-72-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
500-72-6023 LEAVE CASHOUT	.00	.00	.00	.00	.0
500-72-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
500-72-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
500-72-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
500-72-6034 PERS	.00	.00	.00	.00	.0
500-72-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
500-72-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
500-72-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
500-72-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
500-72-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
500-72-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
500-72-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
500-72-6100 SUPPLIES	.00	.00	.00	.00	.0
500-72-6103 WEARING APPAREL	.00	.00	.00	.00	.0
500-72-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
500-72-6153 HEATING FUEL	14,696.22	15,526.92	.00	(15,526.92)	.0
500-72-6160 ELECTRICITY	.00	.00	.00	.00	.0
500-72-6170 TELEPHONE	.00	.00	.00	.00	.0
500-72-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
500-72-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
500-72-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
500-72-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
500-72-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
500-72-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
500-72-6290 DEPREC-M&E HAULED WATER	.00	.00	.00	.00	.0
500-72-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
500-72-6335 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
500-72-6400 INSURANCE	.00	.00	.00	.00	.0
500-72-6501 CITY SAFETY	.00	.00	.00	.00	.0
500-72-6502 ADVERTISING	.00	.00	.00	.00	.0
500-72-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
500-72-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
500-72-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
500-72-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
500-72-6711 ADMIN OH-IT SERVICES	.00	.00	.00	.00	.0
500-72-9660 PMT FOR RECEIPT OF CANS	.00	.00	.00	.00	.0
500-72-9900 INACTIVE	.00	.00	.00	.00	.0
TOTAL RECYCLING OPERATIONS	14,696.22	15,526.92	.00	(15,526.92)	.0
DEPARTMENT 80					
500-80-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 80	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	820,306.08	1,114,823.83	2,237,734.00	1,122,910.17	49.8
NET REVENUE OVER EXPENDITURES	(121,875.09)	(196,745.89)	(1,037,096.00)	(840,350.11)	(19.0)

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

WATER & SEWER SERVICES

ASSETS

510-10100	CASH IN COMBINED FUND	6,012,187.61
510-11000	PETTY CASH	.00
510-11020	PETTY CASH - RECYCLING	.00
510-11030	CASH IN TILL-REGISTER	.00
510-11240	INVESTMENT-AMLIP W SUBS	1,501,591.59
510-11290	INVESTMENT-AMLIP S SUBS	838,625.12
510-12000	ACCOUNTS RECEIVABLE	1,042,797.01
510-12010	ACCOUNTS RECEIVABLE - MISC	.00
510-12020	RECEIVABLE - NSF CHECKS	.00
510-12200	INTEREST RECEIVABLE	.00
510-12209	WATER SEWER SUBSCRIPTION	.00
510-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(174,199.98)
510-13000	UNAPPLIED CASH	.00
510-13200	HEATING FUEL INVENTORY	35,759.90
510-13220	DIESEL FUEL INVENTORY	31,900.00
510-13400	CHEMICAL INVENTORY	.00
510-13600	DUE FROM STATE-PERS	.00
510-13700	INVENTORY-EQUIPMENT	.00
510-15100	LAND	.00
510-15200	W/S CONSTRUCTION IN PROGRESS	1,569,254.07
510-15300	IMPROVEMENTS	859,264.53
510-15400	BUILDINGS	2,869,625.96
510-15500	MACHINERY & EQUIP-GENERAL	854,810.78
510-15510	CAPITAL EQUIPMENT	.00
510-15520	MACH AND EQUIP - HAULED WTR	.00
510-15530	MACH AND EQUIP - HAULED SWR	.00
510-15540	MACH AND EQUIP - HAULED REFUSE	.00
510-15700	VEHICLES-GENERAL	5,417,697.81
510-15710	VEHICLES-PIPED WATER	.00
510-15720	VEHICLES-H SEWER	.00
510-15730	VEHICLES-H WATER	.00
510-15900	PLANTS AND LINES-GENERAL	48,481,946.34
510-15910	WATER TREATMENT PLANTS	.00
510-15920	SEWER LAGOON	.00
510-15930	WATER DISTRIBUTION SYSTEM	.00
510-15940	SEWER COLLECTION SYSTEM	.00
510-16300	ACCUM DEPR - IMPROVEMENTS	.00
510-16400	ACCUM DEPR - BUILDINGS	(2,944,266.57)
510-16500	ACCUM DEP-M&E GENERAL	(195,680.16)
510-16520	ACCUM DEP-M&E HAULED WATER	.00
510-16530	ACCUM DEP - M&E HAULED SEWER	.00
510-16540	ACCUM DEP - M&E HAULED REFUSE	.00
510-16700	ACCUM DEPR - VEHICLES	(2,920,136.60)
510-16900	ACCUM DEPR-PLANT/LINE-GNL	(24,553,522.13)
510-16910	ACCUM DEP - WATER TMT PLANT	.00
510-16920	ACCUM DEP - SEWER LAGOON	.00
510-16930	ACCUM DEP - WATER DISTRIBUTION	.00
510-16940	ACCUM DEP - SEWER COLLECT	.00
510-17600	PREPAID INSURANCE	.00
510-17800	PREPAID-OTHER EXPENSES	.00
510-18000	SUSPENSE	.00
510-18100	SUSPENSE - 503 KUSKO COURT	.00
510-18500	DEPOSITS	.00
510-19000	DEFERRED OUTFLOW-PENSION	379,715.82
510-19001	OPEB DEFERRED OUTFLOW	264,659.00

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

WATER & SEWER SERVICES

510-19002	OPEB ASSET	30,301.19	
510-19500	ACCOUNTS RECEIVABLE-MISC	.00	
	TOTAL ASSETS		39,402,331.29
	LIABILITIES AND EQUITY		
	LIABILITIES		
510-20100	VOUCHERS PAYABLE	1,149.48	
510-20200	DEPOSIT REFUND CLEARING	.00	
510-20400	CREDIT CARD PAYABLE	.00	
510-20500	ENCUMBRANCES	.00	
510-20800	SALES TAX PAYABLE	.00	
510-20900	PAYABLE TO CUST.-OTHER	.00	
510-21000	ACCRUED PAYROLL	.00	
510-21400	PENSION PLAN PAYABLE	.00	
510-21410	PAYABLE-PERS	.00	
510-22100	ACCRUED VACATION	102,265.63	
510-22200	VACATION/SICK LEAVE	18,349.83	
510-23500	DUE TO STATE - PERS	.00	
510-24000	USDA JETTY LOAN PAYABLE	853,774.85	
510-24010	NATLBANKAK LOANS PAYABLE	2,285,184.55	
510-25000	OPEB LIABILITY	3,218,883.80	
510-25900	DUE TO/FROM OTHER FUNDS	1,996,668.23	
510-26000	AP/AB CLEARING ACCOUNT	.00	
510-26100	UTILITY DEPOSITS	364,430.93	
510-26200	UTILITY DEPOSIT INTEREST	.00	
510-26300	UNEARNED REVENUE	.00	
510-27100	DEFERRED INFLOW-PENSION	173,892.94	
510-27101	OPEB DEFERRED INFLOW	153,435.86	
510-27200	WATER SUB. FEE - DEF. MAINT.	.00	
510-27300	SEWER SUB. FEE - DEF. MAINT.	.00	
510-27600	ACCRUED INTEREST PAYABLE	13,260.69	
510-28500	LANDFILL CLOSURE.POSTCLOS	.00	
	TOTAL LIABILITIES		9,181,296.79
	FUND EQUITY		
510-30100	CONTRIBUTED CAPITAL-STATE	19,123,506.25	
510-30200	CONTRIBUTED CAPITAL-FED	12,184,641.31	
510-30300	CONTRIB CAP-CORP ENGR	5,816,281.20	
510-30400	CONTRIB CAP-PHS	972,517.00	
510-30500	CONTRIB CAP-EDA	311,207.20	
510-30600	CONTRIB CAP-U OF A	127,476.00	
510-30700	CONTRIBUTED CAPITAL VSW	10,675,835.48	
510-30800	CONTRIBUTED CAPITAL-RECD	72,736.71	
510-31000	CONTRIB CAP-OTHER	3,997,564.60	
510-31100	CONTRIB CAPITAL-FLEET REP FUND	23,460.12	
510-31200	CONTRIB CAPITAL ADJUSTMENT	.00	
510-32100	AMORTIZATION CONTRIBUTION	(7,758,406.58)	
510-37000	RESERVE - CURRENT YEAR	.00	
510-37500	RESERVE - LAST YEAR	.00	
510-37900	DESIGNATED-CAP IMPROV & DEPREC	251,213.07	

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

WATER & SEWER SERVICES

510-38000	PRIOR PER ADJ-LANDFILL		.00	
510-38100	PRIOR PERIOD ADJUSTMENTS		.00	
	UNAPPROPRIATED FUND BALANCE:			
510-39100	RESIDUAL EQ XFR IN		.00	
510-39900	FUND BALANCE-WATER & SEWER SER	(16,849,554.59)		
	REVENUE OVER EXPENDITURES - YTD	806,504.45		
	BALANCE - CURRENT DATE		(16,043,050.14)	
	TOTAL FUND EQUITY			29,754,982.22
	TOTAL LIABILITIES AND EQUITY			38,936,279.01

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STATE FUNDING</u>					
510-41-4203 SOA REVENUE	.00	.00	.00	.00	.0
510-41-4209 STATE OF AK UI TRUST FUND	.00	.00	.00	.00	.0
510-41-4577 PENSION ON BEHALF	.00	.00	.00	.00	.0
510-41-4578 FY06 PERS INCREASE	.00	.00	.00	.00	.0
TOTAL STATE FUNDING	.00	.00	.00	.00	.0
<u>WATER</u>					
510-42-4201 SOA - JURY DUTY REIMB.	200.00	200.00	.00	(200.00)	.0
510-42-4384 CONTRACT WATER	8,320.00	10,663.64	14,214.00	3,550.36	75.0
510-42-4385 M PIPED WATER RESIDENTIAL	.00	.00	.00	.00	.0
510-42-4386 METERED PIPED WATER COMM.	537,349.50	656,747.98	930,234.00	273,486.02	70.6
510-42-4387 UNMETERED PIPED WTR RESID	562,829.30	723,655.62	924,418.00	200,762.38	78.3
510-42-4388 WTR XCALLS TIED TO OVERTIME	.00	.00	.00	.00	.0
510-42-4389 PUMPHOUSE WATER	19,297.75	19,297.75	23,467.00	4,169.25	82.2
510-42-4390 TRUCKED WATER	1,837,249.09	2,370,889.12	3,209,970.00	839,080.88	73.9
TOTAL WATER	2,965,245.64	3,781,454.11	5,102,303.00	1,320,848.89	74.1
<u>SEWER</u>					
510-43-4384 CONTRACT SEWER	13,381.89	22,373.71	13,917.00	(8,456.71)	160.8
510-43-4385 M PIPED SEWER RESIDENTIAL	.00	.00	.00	.00	.0
510-43-4386 METERED PIPED SEWER COMM.	315,408.47	398,984.61	560,695.00	161,710.39	71.2
510-43-4387 UNMETERED PIPED SEWER RES	166,387.35	213,797.29	271,471.00	57,673.71	78.8
510-43-4388 SWR XCALLS TIED TO OVERTIME	.00	.00	.00	.00	.0
510-43-4390 TRUCKED SEWER (EVAC/HB)	1,046,040.31	1,352,097.78	1,816,269.00	464,171.22	74.4
510-43-4391 WATER SERVICES	.00	.00	.00	.00	.0
TOTAL SEWER	1,541,218.02	1,987,253.39	2,662,352.00	675,098.61	74.6
<u>SOURCE 44</u>					
510-44-4396 COMMERCIAL GARBAGE	.00	.00	.00	.00	.0
510-44-4397 LANDFILL DUMP FEE	.00	.00	.00	.00	.0
510-44-4398 RESIDENTIAL GARBAGE	.00	.00	.00	.00	.0
TOTAL SOURCE 44	.00	.00	.00	.00	.0
<u>MISCELLANEOUS</u>					
510-45-4392 WATER SUBSCRIPTION FEES	119,342.77	153,456.44	197,063.00	43,606.56	77.9
510-45-4393 SEWER SUBSCRIPTION FEES	126,819.39	163,191.18	207,707.00	44,515.82	78.6
510-45-4394 RECONNECT FEES	.00	.00	1,500.00	1,500.00	.0
510-45-4395 SERVICE FEES	.00	.00	.00	.00	.0
510-45-4429 SENIOR DISCOUNT	(31,621.29)	(40,771.29)	(52,000.00)	(11,228.71)	(78.4)
510-45-4430 NSF CHECKS AND FEES	25.00	25.00	110.00	85.00	22.7

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
510-45-4520 UTILITY INSPECTION FEES	.00	.00	2,500.00	2,500.00	.0
510-45-4522 UTILITY PERMIT FEES	.00	.00	.00	.00	.0
510-45-4523 UTILITY PENALTY/INTEREST	35,119.83	49,916.20	73,000.00	23,083.80	68.4
510-45-4590 INVESTMENT INCOME	44,129.30	48,481.58	16,000.00	(32,481.58)	303.0
TOTAL MISCELLANEOUS	293,815.00	374,299.11	445,880.00	71,580.89	84.0
<u>TRANSFERS</u>					
510-46-4640 OPERATING TRANSFER IN	.00	.00	.00	.00	.0
510-46-4740 OPERATING TRANSFER OUT	.00	.00	.00	.00	.0
TOTAL TRANSFERS	.00	.00	.00	.00	.0
<u>SOURCE 47</u>					
510-47-4580 CAPITAL CONTRIBUTIONS	.00	.00	.00	.00	.0
TOTAL SOURCE 47	.00	.00	.00	.00	.0
<u>MISCELLANEOUS</u>					
510-49-4427 INS CLAIM RECOVERY FOR PY	145,154.00	145,154.00	.00	(145,154.00)	.0
510-49-4439 MISCELLANEOUS INCOME	15,950.00	16,631.00	3,500.00	(13,131.00)	475.2
510-49-4560 DONATED ASSETS	.00	.00	.00	.00	.0
510-49-4590 INVESTMENT INCOME	.00	.00	.00	.00	.0
510-49-4890 GAIN(LOSS) SALE OF FIXED ASSET	.00	.00	.00	.00	.0
510-49-4891 LOSS (GAIN) SALE OF INV.	.00	.00	.00	.00	.0
510-49-6532 CASH OVER/SHORT	1.22	1.22	(600.00)	(601.22)	.2
TOTAL MISCELLANEOUS	161,105.22	161,786.22	2,900.00	(158,886.22)	5578.8
TOTAL FUND REVENUE	4,961,383.88	6,304,792.83	8,213,435.00	1,908,642.17	76.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 50</u>					
510-50-6070 PENSION EXPENSE	.00	.00	.00	.00	.0
510-50-6071 PENSION AMORTIZATION	.00	.00	.00	.00	.0
510-50-6072 PENSION ON BEHALF	.00	.00	.00	.00	.0
510-50-6502 ADVERTISING	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 50	.00	.00	.00	.00	.0
<u>DEPARTMENT 72</u>					
510-72-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 72	.00	.00	.00	.00	.0
<u>UTILITY BILLING</u>					
510-80-6000 SALARIES	5,526.75	10,658.58	116,984.00	106,325.42	9.1
510-80-6002 RELOCATION EXPENSES	.00	.00	.00	.00	.0
510-80-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
510-80-6010 OVERTIME	.00	17.81	5,000.00	4,982.19	.4
510-80-6020 VACATION PAY	.00	.00	.00	.00	.0
510-80-6021 SICK PAY	.00	.00	.00	.00	.0
510-80-6022 HOLIDAY PAY	158.36	253.38	.00	(253.38)	.0
510-80-6023 LEAVE CASHOUT	.00	.00	5,707.00	5,707.00	.0
510-80-6031 PAYABLE MEDICARE FICA	81.78	157.50	1,769.00	1,611.50	8.9
510-80-6032 UNEMPLOYMENT	.00	.00	2,171.00	2,171.00	.0
510-80-6033 WORKERS' COMPENSATION	126.86	158.90	3,151.00	2,992.10	5.0
510-80-6034 PERS	1,250.73	2,404.55	26,837.00	24,432.45	9.0
510-80-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-80-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
510-80-6040 EMPLOYEE GROUP BENEFITS	2,478.16	36.41	31,785.00	31,748.59	.1
510-80-6041 UTILITY BENEFIT	258.68	421.02	5,700.00	5,278.98	7.4
510-80-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
510-80-6060 TRAVEL/TRAINING	.00	.00	4,500.00	4,500.00	.0
510-80-6100 SUPPLIES	.00	182.12	3,500.00	3,317.88	5.2
510-80-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
510-80-6200 MINOR EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
510-80-6331 SOFTWARE & SUPPORT	.00	.00	.00	.00	.0
510-80-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-80-6335 OUTSOURCED SERVICES	.00	.00	.00	.00	.0
510-80-6400 INSURANCE	592.95	774.71	12,542.00	11,767.29	6.2
510-80-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-80-6502 ADVERTISING	.00	.00	.00	.00	.0
510-80-6506 POSTAGE	7,479.68	9,979.68	15,000.00	5,020.32	66.5
510-80-6531 BANK CHARGES	32,919.90	43,046.59	40,000.00	(3,046.59)	107.6
510-80-6539 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
510-80-6700 INDIRECT COST RECOVERY	.00	.00	.00	.00	.0
510-80-6710 ADMIN OVERHEAD-GF	25,081.26	31,008.74	23,598.00	(7,410.74)	131.4
510-80-6711 ADMIN OVERHEAD-IT SVCS	10,788.56	14,298.02	33,260.00	18,961.98	43.0
510-80-9649 ONLINE BILL PAY	.00	.00	4,500.00	4,500.00	.0
510-80-9777 PROJECT-BOILER & HVAC REBUILD	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL UTILITY BILLING	86,743.67	113,398.01	341,504.00	228,105.99	33.2
HAULED WATER					
510-81-6000 SALARIES	277,955.78	321,919.69	513,607.00	191,687.31	62.7
510-81-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
510-81-6010 OVERTIME	149,384.96	181,435.72	150,000.00	(31,435.72)	121.0
510-81-6020 VACATION PAY	.00	.00	.00	.00	.0
510-81-6021 SICK PAY	.00	.00	.00	.00	.0
510-81-6022 HOLIDAY PAY	8,455.21	8,873.47	.00	(8,873.47)	.0
510-81-6023 LEAVE CASHOUT	20,038.22	22,693.43	50,879.00	28,185.57	44.6
510-81-6030 SOCIAL SECURITY EXPENSE	17,947.94	20,336.47	7,470.00	(12,866.47)	272.2
510-81-6031 PAYABLE MEDICARE FICA	6,574.35	7,718.66	9,806.00	2,087.34	78.7
510-81-6032 UNEMPLOYMENT	.00	(1,901.88)	12,038.00	13,939.88	(15.8)
510-81-6033 WORKERS' COMPENSATION	6,554.05	8,209.31	17,470.00	9,260.69	47.0
510-81-6034 PERS	35,830.97	44,170.83	148,782.00	104,611.17	29.7
510-81-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-81-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
510-81-6040 EMPLOYEE GROUP BENEFITS	41,098.20	39,760.15	254,280.00	214,519.85	15.6
510-81-6041 UTILITY BENEFIT	1,789.34	2,311.83	45,600.00	43,288.17	5.1
510-81-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
510-81-6060 TRAVEL/TRAINING	120.00	4,640.42	35,000.00	30,359.58	13.3
510-81-6100 SUPPLIES	9,051.33	10,133.59	15,000.00	4,866.41	67.6
510-81-6103 WEARING APPAREL	9,030.71	11,660.71	15,000.00	3,339.29	77.7
510-81-6140 CALCIUM CHLORIDE	.00	.00	.00	.00	.0
510-81-6150 GASOLINE/DIESEL/OIL	88,678.18	105,170.97	110,000.00	4,829.03	95.6
510-81-6153 HEATING FUEL	24,605.38	25,057.28	11,017.00	(14,040.28)	227.4
510-81-6155 WATER/SEWER/GARBAGE	3,969.89	4,524.94	6,809.00	2,284.06	66.5
510-81-6160 ELECTRICITY	9,838.89	10,705.84	10,701.00	(4.84)	100.1
510-81-6170 TELEPHONE	13.36	16.71	200.00	183.29	8.4
510-81-6171 STAFF CELLULAR PHONES	4,435.02	6,327.48	8,000.00	1,672.52	79.1
510-81-6200 MINOR EQUIPMENT	1,414.48	1,483.22	8,000.00	6,516.78	18.5
510-81-6230 VEHICLE MAINT/REPAIR	171,607.32	213,750.91	268,201.00	54,450.09	79.7
510-81-6231 VEHICLE PARTS & TOOLS	48,775.10	68,260.05	50,000.00	(18,260.05)	136.5
510-81-6232 TIRES & WHEELS	134.21	2,573.25	21,000.00	18,426.75	12.3
510-81-6240 PROPERTY MAINT	25,165.98	31,502.77	46,895.00	15,392.23	67.2
510-81-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
510-81-6290 DEPREC-M&E HAULED WATER	.00	.00	.00	.00	.0
510-81-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
510-81-6332 LAB TESTS	769.20	769.20	3,000.00	2,230.80	25.6
510-81-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-81-6335 OTHER PURCHASED SERVICES	1,031.25	1,111.25	3,000.00	1,888.75	37.0
510-81-6400 INSURANCE	64,832.80	81,752.92	27,685.00	(54,067.92)	295.3
510-81-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-81-6500 HW DRUG TESTING	.00	.00	.00	.00	.0
510-81-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-81-6502 ADVERTISING	.00	.00	.00	.00	.0
510-81-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-81-6530 FINANCE CHARGES/PENALTIES	(211.56)	.00	.00	.00	.0
510-81-6536 CONTAMINATED SOIL PROCESSING	.00	.00	.00	.00	.0
510-81-6539 MISCELLANEOUS EXPENSES	38,211.56	38,211.56	29,000.00	(9,211.56)	131.8
510-81-6600 BAD DEBT EXPENSE	.00	.00	.00	.00	.0
510-81-6661 XFER TO F-58 FLEET REPLACEMENT	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-81-6710 ADMIN OVERHEAD-GF	128,860.15	159,313.81	121,240.00	(38,073.81)	131.4
510-81-6711 ADMIN OVERHEAD-IT SVCS	10,264.10	13,602.96	33,260.00	19,657.04	40.9
510-81-6890 CAP EXP	.00	.00	300,000.00	300,000.00	.0
510-81-6891 VEHICLE-SMALL PICKUP FY03	.00	.00	.00	.00	.0
510-81-9690 WATER TRUCKS	.00	.00	.00	.00	.0
510-81-9691 WATER TRUCK	.00	.00	.00	.00	.0
510-81-9695 FLEET MGMT. SOFTWARE/TABLETS/	.00	.00	75,000.00	75,000.00	.0
510-81-9696 RADIO BASE STATION UPGRADE	.00	.00	9,500.00	9,500.00	.0
TOTAL HAULED WATER	1,206,226.37	1,446,097.52	2,417,440.00	971,342.48	59.8

PIPED WATER

510-82-6000 SALARIES	56,714.68	66,737.23	196,757.00	130,019.77	33.9
510-82-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
510-82-6010 OVERTIME	36,956.11	39,793.35	34,000.00	(5,793.35)	117.0
510-82-6020 VACATION PAY	.00	.00	.00	.00	.0
510-82-6021 SICK PAY	.00	.00	.00	.00	.0
510-82-6022 HOLIDAY PAY	1,749.69	1,892.25	.00	(1,892.25)	.0
510-82-6023 LEAVE CASHOUT	9,767.37	10,301.97	14,931.00	4,629.03	69.0
510-82-6030 SOCIAL SECURITY EXPENSE	2,258.44	2,258.44	990.00	(1,268.44)	228.1
510-82-6031 PAYABLE MEDICARE FICA	1,508.59	1,699.66	3,346.00	1,646.34	50.8
510-82-6032 UNEMPLOYMENT	.00	.00	4,107.00	4,107.00	.0
510-82-6033 WORKERS' COMPENSATION	2,102.91	2,634.01	5,961.00	3,326.99	44.2
510-82-6034 PERS	14,134.60	16,995.12	50,767.00	33,771.88	33.5
510-82-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-82-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
510-82-6040 EMPLOYEE GROUP BENEFITS	35,111.36	42,991.25	69,927.00	26,935.75	61.5
510-82-6041 UTILITY BENEFIT	2,795.27	3,576.21	12,540.00	8,963.79	28.5
510-82-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
510-82-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
510-82-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
510-82-6100 SUPPLIES	.00	1,972.68	5,000.00	3,027.32	39.5
510-82-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
510-82-6108 PLUMBING SUPPLIES	1,051.58	3,641.55	15,000.00	11,358.45	24.3
510-82-6142 GLYCOL SUPPLIES	.00	.00	.00	.00	.0
510-82-6150 GASOLINE/DIESEL/OIL	8,473.87	11,856.69	15,000.00	3,143.31	79.0
510-82-6153 HEATING FUEL	41,564.98	41,564.98	30,634.00	(10,930.98)	135.7
510-82-6155 WATER/SEWER/GARBAGE	1,519.17	1,637.60	563.00	(1,074.60)	290.9
510-82-6160 ELECTRICITY-UTIL MT SHOP	5,992.47	6,227.59	5,889.00	(338.59)	105.8
510-82-6170 TELEPHONE	26.72	33.42	120.00	86.58	27.9
510-82-6171 STAFF CELLULAR PHONES	1,491.30	2,122.17	3,000.00	877.83	70.7
510-82-6200 MINOR EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
510-82-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
510-82-6230 VEHICLE MAINT/REPAIR	1,651.07	2,058.91	2,687.00	628.09	76.6
510-82-6231 VEHICLE PARTS & TOOLS	2,198.12	2,598.10	1,500.00	(1,098.10)	173.2
510-82-6232 TIRES & WHEELS	.00	.00	500.00	500.00	.0
510-82-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
510-82-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
510-82-6290 DEPREC M&E PIPED WATER	.00	.00	.00	.00	.0
510-82-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
510-82-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
510-82-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
510-82-6332 LAB TESTS	812.24	812.24	500.00	(312.24)	162.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-82-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-82-6335 OTHER PURCHASED SERVICES	.00	.00	1,500.00	1,500.00	.0
510-82-6400 INSURANCE	4,174.90	5,454.66	10,174.00	4,719.34	53.6
510-82-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-82-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-82-6502 ADVERTISING	.00	.00	.00	.00	.0
510-82-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-82-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
510-82-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
510-82-6600 BAD DEBT EXPENSE	.00	.00	20,000.00	20,000.00	.0
510-82-6710 ADMIN OVERHEAD-GF	48,188.93	59,577.47	45,339.00	(14,238.47)	131.4
510-82-6711 ADMIN OVERHEAD-IT SVCS	11,200.62	14,844.12	33,260.00	18,415.88	44.6
510-82-6890 PROJECT EXPENSES-CULVERTS	.00	.00	.00	.00	.0
510-82-6892 CAPTIAL EQUIPMENT	.00	.00	.00	.00	.0
510-82-6899 PRIOR YR DISALLOWED COST	.00	.00	.00	.00	.0
510-82-9690 GROOVING MACHINE	.00	.00	.00	.00	.0
510-82-9691 PIPED WATER CAPITAL USDA MATCH	.00	7,168.32	(9,362.00)	(16,530.32)	76.6
TOTAL PIPED WATER	291,444.99	350,449.99	587,630.00	237,180.01	59.6

BETHEL HTS WTR TREATMENT

510-83-6000 SALARIES	80,337.50	94,516.71	133,649.00	39,132.29	70.7
510-83-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
510-83-6010 OVERTIME	28,850.55	33,501.48	37,000.00	3,498.52	90.5
510-83-6020 VACATION PAY	.00	.00	.00	.00	.0
510-83-6021 SICK PAY	.00	.00	.00	.00	.0
510-83-6022 HOLIDAY PAY	3,667.26	3,874.25	.00	(3,874.25)	.0
510-83-6023 LEAVE CASHOUT	16,284.95	16,284.95	13,496.00	(2,788.95)	120.7
510-83-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
510-83-6031 PAYABLE MEDICARE FICA	3,464.72	3,487.28	2,474.00	(1,013.28)	141.0
510-83-6032 UNEMPLOYMENT	.00	.00	3,038.00	3,038.00	.0
510-83-6033 WORKERS' COMPENSATION	1,593.71	1,996.21	4,408.00	2,411.79	45.3
510-83-6034 PERS	24,458.02	28,646.20	37,543.00	8,896.80	76.3
510-83-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-83-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
510-83-6040 EMPLOYEE GROUP BENEFITS	9,864.24	12,199.74	44,499.00	32,299.26	27.4
510-83-6041 UTILITY BENEFIT	5,601.26	7,174.55	12,540.00	5,365.45	57.2
510-83-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
510-83-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
510-83-6060 TRAVEL/TRAINING	.00	.00	4,000.00	4,000.00	.0
510-83-6100 SUPPLIES	838.37	838.37	4,000.00	3,161.63	21.0
510-83-6103 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
510-83-6108 PLUMBING SUPPLIES	703.52	703.52	3,000.00	2,296.48	23.5
510-83-6140 CHEMICALS	1,340.00	1,340.00	65,000.00	63,660.00	2.1
510-83-6150 GASOLINE/DIESEL/OIL	936.26	936.26	2,000.00	1,063.74	46.8
510-83-6153 HEATING FUEL (PUMPHOUSE)	160,899.71	168,347.48	120,260.00	(48,087.48)	140.0
510-83-6160 ELECTRICITY (PUMPHOUSE)	71,581.04	77,797.18	88,695.00	10,897.82	87.7
510-83-6170 TELEPHONE	.00	.00	500.00	500.00	.0
510-83-6200 MINOR EQUIPMENT	3,102.92	3,102.92	45,000.00	41,897.08	6.9
510-83-6230 VEHICLE MAINT/REPAIR	1,651.07	2,058.91	2,566.00	507.09	80.2
510-83-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
510-83-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
510-83-6280 DEPRECIATION - BLDGS/PLANTS	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-83-6281 DEPRECIATION - IMPROV - BHWTP	.00	.00	.00	.00	.0
510-83-6290 DEPREC-M&E WATER TREATMEN	.00	.00	.00	.00	.0
510-83-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
510-83-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
510-83-6332 LAB TESTS	3,270.00	3,270.00	4,000.00	730.00	81.8
510-83-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-83-6335 OTHER PURCHASED SERVICES	5,166.09	5,582.12	25,000.00	19,417.88	22.3
510-83-6400 INSURANCE	13,674.04	17,865.64	65,626.00	47,760.36	27.2
510-83-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-83-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-83-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-83-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-83-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
510-83-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
510-83-6710 ADMIN OVERHEAD-GF	39,554.39	48,902.32	37,215.00	(11,687.32)	131.4
510-83-6711 ADMIN OVERHEAD-IT SVCS	10,676.17	14,149.07	33,260.00	19,110.93	42.5
510-83-6890 CAPITAL EXPENDITURES	.00	.00	80,000.00	80,000.00	.0
510-83-6899 PRIOR YR DISALLOWED COST	.00	.00	.00	.00	.0
510-83-9770 BHW TREATMENT PLNT-LOGIC CNTRL	.00	.00	.00	.00	.0
510-83-9771 FILTERS	.00	.00	.00	.00	.0
510-83-9772 PROJECT EXPENSES	.00	.00	.00	.00	.0
510-83-9773 SITE IMPROVEMENTS -CAPITAL	2,205.22	2,205.22	27,094.00	24,888.78	8.1
TOTAL BETHEL HTS WTR TREATMENT	489,721.01	548,780.38	897,863.00	349,082.62	61.1

CITY SUB WTR TREATMENT

510-84-6000 SALARIES	63,259.05	68,608.62	175,298.00	106,689.38	39.1
510-84-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
510-84-6010 OVERTIME	26,817.94	26,817.94	37,000.00	10,182.06	72.5
510-84-6020 VACATION PAY	.00	.00	.00	.00	.0
510-84-6021 SICK PAY	.00	.00	.00	.00	.0
510-84-6022 HOLIDAY PAY	3,105.69	3,105.69	.00	(3,105.69)	.0
510-84-6023 LEAVE CASHOUT	1,828.33	1,828.33	17,340.00	15,511.67	10.5
510-84-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
510-84-6031 PAYABLE MEDICARE FICA	1,393.67	1,404.95	3,078.00	1,673.05	45.6
510-84-6032 UNEMPLOYMENT	.00	.00	3,779.00	3,779.00	.0
510-84-6033 WORKERS' COMPENSATION	2,002.26	2,507.94	5,484.00	2,976.06	45.7
510-84-6034 PERS	20,517.41	20,719.49	46,706.00	25,986.51	44.4
510-84-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-84-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
510-84-6040 EMPLOYEE GROUP BENEFITS	13,141.22	13,250.71	69,927.00	56,676.29	19.0
510-84-6041 UTILITY BENEFIT	2,247.79	2,889.19	12,540.00	9,650.81	23.0
510-84-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
510-84-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
510-84-6060 TRAVEL/TRAINING	1,350.00	1,350.00	5,000.00	3,650.00	27.0
510-84-6100 SUPPLIES	1,608.87	1,608.87	3,000.00	1,391.13	53.6
510-84-6103 WEARING APPAREL	463.91	463.91	1,500.00	1,036.09	30.9
510-84-6108 PLUMBING SUPPLIES	2,069.50	2,648.50	3,000.00	351.50	88.3
510-84-6140 CHEMICALS	31,339.62	33,359.20	125,000.00	91,640.80	26.7
510-84-6150 GASOLINE/DIESEL/OIL	884.09	1,379.58	1,000.00	(379.58)	138.0
510-84-6153 HEATING FUEL(CS WTF)	129,350.22	146,892.68	108,667.00	(38,225.68)	135.2
510-84-6155 WATER/SEWER/GARBAGE	.00	.00	1,500.00	1,500.00	.0
510-84-6160 ELECTRICITY (CS WTF)	50,440.13	55,729.47	69,153.00	13,423.53	80.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-84-6170 TELEPHONE	13.36	16.71	50.00	33.29	33.4
510-84-6200 MINOR EQUIPMENT	30,823.66	36,029.60	55,000.00	18,970.40	65.5
510-84-6230 VEHICLE MAINT (ISF)	1,832.86	2,240.70	2,581.00	340.30	86.8
510-84-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
510-84-6240 PROPERTY MAINT	.00	149.16	.00	(149.16)	.0
510-84-6280 DEPRECIATION - BLDGS/PLANTS	.00	.00	144,033.00	144,033.00	.0
510-84-6290 DEPRECIATION-M&E WATER	.00	.00	5,028.00	5,028.00	.0
510-84-6295 DEPRECIATION VEHICLES	.00	.00	.00	.00	.0
510-84-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
510-84-6332 LAB TESTS	10,024.16	10,524.16	15,000.00	4,475.84	70.2
510-84-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-84-6335 OTHER PURCHASED SERVICES	248,173.66	284,553.12	252,000.00	(32,553.12)	112.9
510-84-6400 INSURANCE	8,513.95	11,123.79	24,083.00	12,959.21	46.2
510-84-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-84-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-84-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-84-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-84-6530 FINANCE CHARGES/PENALTIES	(40.31)	(40.31)	.00	40.31	.0
510-84-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
510-84-6710 ADMIN OVERHEAD-GF	56,001.13	69,235.94	52,690.00	(16,545.94)	131.4
510-84-6711 ADMIN OVERHEAD-IT SVCS	11,725.05	15,539.15	33,260.00	17,720.85	46.7
510-84-6890 CAPITAL EXPENDITURES	8,492.35	8,492.35	171,500.00	163,007.65	5.0
510-84-9692 BURNER CONTROLS UPGRADE	.00	.00	.00	.00	.0
510-84-9770 CSW TREATMENT PLNT-LOGIC CNTRL	.00	.00	.00	.00	.0
510-84-9771 FILTERS	.00	.00	.00	.00	.0
510-84-9772 PROJECT EXPENSES	.00	.00	.00	.00	.0
TOTAL CITY SUB WTR TREATMENT	727,379.57	822,429.44	1,444,697.00	622,267.56	56.9

HAULED SEWER

510-85-6000 SALARIES	362,003.70	406,366.78	592,231.00	185,864.22	68.6
510-85-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
510-85-6010 OVERTIME	138,810.33	152,937.02	125,000.00	(27,937.02)	122.4
510-85-6020 VACATION PAY	.00	.00	.00	.00	.0
510-85-6021 SICK PAY	.00	.00	.00	.00	.0
510-85-6022 HOLIDAY PAY	14,293.00	14,994.65	.00	(14,994.65)	.0
510-85-6023 LEAVE CASHOUT	47,434.03	47,434.03	57,307.00	9,872.97	82.8
510-85-6030 SOCIAL SECURITY EXPENSE	15,546.83	15,546.83	1,486.00	(14,060.83)	1046.2
510-85-6031 PAYABLE MEDICARE FICA	8,199.83	9,063.80	10,400.00	1,336.20	87.2
510-85-6032 UNEMPLOYMENT	.00	.00	12,767.00	12,767.00	.0
510-85-6033 WORKERS' COMPENSATION	13,701.32	17,161.66	18,528.00	1,366.34	92.6
510-85-6034 PERS	65,452.62	78,479.06	157,791.00	79,311.94	49.7
510-85-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-85-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
510-85-6040 EMPLOYEE GROUP BENEFITS	75,242.84	97,105.02	260,128.00	163,022.98	37.3
510-85-6041 UTILITY BENEFIT	7,661.68	9,956.88	46,649.00	36,692.12	21.3
510-85-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
510-85-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
510-85-6100 SUPPLIES	7,384.77	7,491.01	10,000.00	2,508.99	74.9
510-85-6103 WEARING APPAREL	5,351.46	7,979.75	10,000.00	2,020.25	79.8
510-85-6140 CALCIUM CHLORIDE	200.94	200.94	.00	(200.94)	.0
510-85-6150 GASOLINE/DIESEL/OIL	75,576.72	91,231.14	90,000.00	(1,231.14)	101.4
510-85-6153 HEATING FUEL	25,129.12	25,581.02	19,351.00	(6,230.02)	132.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-85-6155 WATER/SEWER/GARBAGE	3,969.89	4,524.94	6,809.00	2,284.06	66.5
510-85-6160 ELECTRICITY	9,838.90	10,705.85	10,702.00	(3.85)	100.0
510-85-6170 TELEPHONE	.00	.00	100.00	100.00	.0
510-85-6171 STAFF CELLULAR PHONES	.00	.00	8,000.00	8,000.00	.0
510-85-6200 MINOR EQUIPMENT	203.94	203.94	.00	(203.94)	.0
510-85-6230 VEHICLE MAINT/REPAIR	170,610.49	212,754.08	281,345.00	68,590.92	75.6
510-85-6231 VEHICLE PARTS & TOOLS	28,869.90	50,147.90	50,000.00	(147.90)	100.3
510-85-6232 TIRES & WHEELS	1,674.50	1,674.50	6,000.00	4,325.50	27.9
510-85-6240 PROPERTY MAINT	25,248.45	31,585.24	46,895.00	15,309.76	67.4
510-85-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
510-85-6290 DEPREC M&E HAULED SEWER	.00	.00	.00	.00	.0
510-85-6295 DEPRECIATION VEHICLES	.00	.00	.00	.00	.0
510-85-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-85-6335 OTHER PURCHASED SERVICES	948.27	948.27	5,000.00	4,051.73	19.0
510-85-6400 INSURANCE	45,597.42	59,268.18	28,587.00	(30,681.18)	207.3
510-85-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-85-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-85-6502 ADVERTISING	.00	.00	.00	.00	.0
510-85-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-85-6530 FINANCE CHARGES/PENALTIES	81.23	81.23	.00	(81.23)	.0
510-85-6536 CONTAMINATED SOIL PROCESSING	.00	.00	.00	.00	.0
510-85-6539 MISCELLANEOUS EXPENSES	330.00	330.00	1,200.00	870.00	27.5
510-85-6600 BAD DEBT EXPENSE	.00	.00	65,000.00	65,000.00	.0
510-85-6710 ADMIN OVERHEAD-GF	146,951.57	181,680.79	138,261.00	(43,419.79)	131.4
510-85-6711 ADMIN OVERHEAD-IT SVCS	10,264.10	13,602.96	33,260.00	19,657.04	40.9
510-85-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
510-85-9691 SEWER TRUCK(S)	.00	.00	300,000.00	300,000.00	.0
510-85-9692 NEW SEWER TRUCKS	.00	.00	.00	.00	.0
510-85-9693 FLEET MGMT. SOFTWARE/TABLETS/	.00	.00	75,000.00	75,000.00	.0
510-85-9694 CATERPILLAR ANGLE BROOM	.00	.00	10,482.00	10,482.00	.0
510-85-9695 PORTA POTTIES	.00	.00	.00	.00	.0
510-85-9696 RADIO BASE STATION UPGRADE	.00	.00	9,500.00	9,500.00	.0
510-85-9699 HAULED SEWER CAP SL ASSET RES	.00	.00	182,825.00	182,825.00	.0
TOTAL HAULED SEWER	1,306,577.85	1,549,037.47	2,670,604.00	1,121,566.53	58.0

PIPED SEWER

510-86-6000 SALARIES	37,576.94	46,680.92	196,757.00	150,076.08	23.7
510-86-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
510-86-6010 OVERTIME	15,329.86	18,167.10	34,375.00	16,207.90	52.9
510-86-6020 VACATION PAY	.00	.00	.00	.00	.0
510-86-6021 SICK PAY	.00	.00	.00	.00	.0
510-86-6022 HOLIDAY PAY	1,749.69	1,892.25	.00	(1,892.25)	.0
510-86-6023 LEAVE CASHOUT	8,032.33	8,566.93	14,930.00	6,363.07	57.4
510-86-6030 SOCIAL SECURITY EXPENSE	.00	.00	990.00	990.00	.0
510-86-6031 PAYABLE MEDICARE FICA	901.74	1,081.54	3,351.00	2,269.46	32.3
510-86-6032 UNEMPLOYMENT	.00	.00	4,114.00	4,114.00	.0
510-86-6033 WORKERS' COMPENSATION	2,106.63	2,638.67	5,971.00	3,332.33	44.2
510-86-6034 PERS	13,180.20	15,838.63	50,849.00	35,010.37	31.2
510-86-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-86-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
510-86-6040 EMPLOYEE GROUP BENEFITS	28,490.48	36,086.07	69,927.00	33,840.93	51.6
510-86-6041 UTILITY BENEFITS	2,734.88	3,476.11	12,540.00	9,063.89	27.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-86-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
510-86-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
510-86-6060 TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
510-86-6100 SUPPLIES	949.93	1,054.01	3,000.00	1,945.99	35.1
510-86-6103 WEARING APPAREL	628.97	628.97	3,000.00	2,371.03	21.0
510-86-6108 PLUMBING SUPPLIES	160.11	160.11	5,000.00	4,839.89	3.2
510-86-6142 GLYCOL SUPPLIES	.00	.00	.00	.00	.0
510-86-6150 GASOLINE/DIESEL/OIL	2,726.62	2,778.36	15,000.00	12,221.64	18.5
510-86-6153 HEATING FUEL	43,325.27	43,879.07	36,000.00	(7,879.07)	121.9
510-86-6155 WATER/SEWER/GARBAGE	1,519.16	1,637.58	563.00	(1,074.58)	290.9
510-86-6160 ELECTRICITY-LIFTST & BLDG	76,916.06	79,587.47	100,935.00	21,347.53	78.9
510-86-6170 TELEPHONE	.00	.00	2,000.00	2,000.00	.0
510-86-6200 MINOR EQUIPMENT	65,669.80	135,083.23	140,000.00	4,916.77	96.5
510-86-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
510-86-6230 VEHICLE MAINT/REPAIR	1,722.79	2,130.63	3,108.00	977.37	68.6
510-86-6231 VEHICLE PARTS & TOOLS	1,286.14	1,475.24	1,500.00	24.76	98.4
510-86-6232 TIRES & WHEELS	.00	.00	50.00	50.00	.0
510-86-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
510-86-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
510-86-6290 DEPREC M&E PIPED SEWER	.00	.00	.00	.00	.0
510-86-6291 DEPRECIATION-MACHINE/EQUIP	.00	.00	.00	.00	.0
510-86-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
510-86-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
510-86-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-86-6335 OTHER PURCHASED SERVICES	10,545.97	10,631.97	20,000.00	9,368.03	53.2
510-86-6400 INSURANCE	4,122.24	5,385.86	18,838.00	13,452.14	28.6
510-86-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-86-6410 LEASED PROPERTY-LIFT STATIONS	14,368.50	14,368.50	17,000.00	2,631.50	84.5
510-86-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-86-6502 ADVERTISING	.00	.00	.00	.00	.0
510-86-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-86-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
510-86-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
510-86-6600 BAD DEBT EXPENSE	.00	.00	20,000.00	20,000.00	.0
510-86-6630 CASH MATCH USDA AVES G/L	.00	.00	.00	.00	.0
510-86-6710 ADMIN OVERHEAD-GF	48,271.17	59,679.14	45,417.00	(14,262.14)	131.4
510-86-6711 ADMIN OVERHEAD-IT SVCS	11,200.53	14,844.06	33,260.00	18,415.94	44.6
510-86-6890 PIPED SEWER CAPITAL	.00	.00	57,137.00	57,137.00	.0
510-86-6899 PRIOR YR DISALLOWED COST	.00	.00	.00	.00	.0
510-86-9693 HERMAN NELSON HEATER	.00	.00	68,000.00	68,000.00	.0
510-86-9694 3/4 TON PICK-UP TRUCK	60,813.00	60,813.00	61,000.00	187.00	99.7
510-86-9699 PIPED SEWER CAP EXP SL ASSETS	.00	.00	182,825.00	182,825.00	.0
510-86-9777 PROJECT EXP-CULVERTS	.00	.00	.00	.00	.0
TOTAL PIPED SEWER	454,329.01	568,565.42	1,230,437.00	661,871.58	46.2

SEWER LAGOON

510-87-6000 SALARIES	13,591.41	16,328.95	74,680.00	58,351.05	21.9
510-87-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
510-87-6010 OVERTIME	3,501.62	4,132.11	10,250.00	6,117.89	40.3
510-87-6020 VACATION PAY	.00	.00	.00	.00	.0
510-87-6021 SICK PAY	.00	.00	.00	.00	.0
510-87-6022 HOLIDAY PAY	451.75	483.43	.00	(483.43)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-87-6023 LEAVE CASHOUT	3,466.16	3,584.96	4,856.00	1,271.04	73.8
510-87-6030 SOCIAL SECURITY EXPENSE	.00	.00	24.00	24.00	.0
510-87-6031 PAYABLE MEDICARE FICA	295.53	344.22	1,231.00	886.78	28.0
510-87-6032 UNEMPLOYMENT	.00	.00	1,512.00	1,512.00	.0
510-87-6033 WORKERS' COMPENSATION	517.04	647.62	2,194.00	1,546.38	29.5
510-87-6034 PERS	4,177.94	4,925.89	18,685.00	13,759.11	26.4
510-87-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-87-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
510-87-6040 EMPLOYEE GROUP BENEFITS	7,689.13	9,175.04	22,885.00	13,709.96	40.1
510-87-6041 UTILITY BENEFIT	654.70	913.91	4,104.00	3,190.09	22.3
510-87-6042 EMPLOYEE HOUSING	.00	.00	.00	.00	.0
510-87-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
510-87-6060 TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
510-87-6100 SUPPLIES	.00	.00	2,500.00	2,500.00	.0
510-87-6103 WEARING APPAREL	.00	.00	2,000.00	2,000.00	.0
510-87-6108 PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
510-87-6131 GRAVEL	.00	.00	.00	.00	.0
510-87-6150 GASOLINE/DIESEL/OIL	.00	.00	20,000.00	20,000.00	.0
510-87-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
510-87-6230 VEHICLE MAINT/REPAIR	.00	.00	22.00	22.00	.0
510-87-6231 VEHICLE PARTS & TOOLS	.00	159.79	.00	(159.79)	.0
510-87-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
510-87-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
510-87-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
510-87-6290 DEPR-M&E LAGOON	.00	.00	.00	.00	.0
510-87-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
510-87-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
510-87-6332 LAB TESTS (SAMPLES)	8,023.84	8,319.20	15,000.00	6,680.80	55.5
510-87-6335 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
510-87-6400 INSURANCE	282.25	368.77	41,328.00	40,959.23	.9
510-87-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-87-6420 INTEREST-SEWER LAGOON BND	19,554.28	19,554.28	.00	(19,554.28)	.0
510-87-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-87-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-87-6503 DUES & SUBSCRIPTIONS	7,920.00	7,920.00	7,920.00	.00	100.0
510-87-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
510-87-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
510-87-6710 ADMIN OVERHEAD-GF	18,338.11	22,671.98	17,253.00	(5,418.98)	131.4
510-87-6711 ADMIN OVERHEAD-IT SVCS	.00	.00	.00	.00	.0
510-87-6890 CAPITAL EXPD LAGOON ROCK	.00	.00	34,740.00	34,740.00	.0
510-87-6892 CAPTIAL EQUIPMENT	.00	.00	.00	.00	.0
510-87-9692 TERRAMAC RT9-T4 MAROOKA	.00	.00	299,465.00	299,465.00	.0
TOTAL SEWER LAGOON	88,463.76	99,530.15	587,149.00	487,618.85	17.0

DEPARTMENT 88

510-88-6000 SALARIES	.00	.00	.00	.00	.0
510-88-6010 OVERTIME	.00	.00	.00	.00	.0
510-88-6020 VACATION PAY	.00	.00	.00	.00	.0
510-88-6021 SICK PAY	.00	.00	.00	.00	.0
510-88-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
510-88-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
510-88-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-88-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
510-88-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
510-88-6034 PERS	.00	.00	.00	.00	.0
510-88-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
510-88-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
510-88-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
510-88-6100 SUPPLIES	.00	.00	.00	.00	.0
510-88-6103 WEARING APPAREL	.00	.00	.00	.00	.0
510-88-6140 CALCIUM CHLORIDE	.00	.00	.00	.00	.0
510-88-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
510-88-6170 TELEPHONE	.00	.00	.00	.00	.0
510-88-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
510-88-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
510-88-6231 VEHICLE PARTS & TOOLS	.00	.00	.00	.00	.0
510-88-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
510-88-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
510-88-6290 DEPREC M&E HAULED REFUSE	.00	.00	.00	.00	.0
510-88-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
510-88-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-88-6335 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
510-88-6400 INSURANCE	.00	.00	.00	.00	.0
510-88-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-88-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-88-6502 ADVERTISING	.00	.00	.00	.00	.0
510-88-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-88-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
510-88-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
510-88-6600 BAD DEBT EXPENSE	.00	.00	.00	.00	.0
510-88-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
510-88-9691 DUMPSTERS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 88	.00	.00	.00	.00	.0

DEPARTMENT 89

510-89-6000 SALARIES	.00	.00	.00	.00	.0
510-89-6010 OVERTIME	.00	.00	.00	.00	.0
510-89-6020 VACATION PAY	.00	.00	.00	.00	.0
510-89-6021 SICK PAY	.00	.00	.00	.00	.0
510-89-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
510-89-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
510-89-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
510-89-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
510-89-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
510-89-6034 PERS	.00	.00	.00	.00	.0
510-89-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
510-89-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
510-89-6060 EQUIPMENT	.00	.00	.00	.00	.0
510-89-6100 SUPPLIES	.00	.00	.00	.00	.0
510-89-6103 WEARING APPAREL	.00	.00	.00	.00	.0
510-89-6131 SALT	.00	.00	.00	.00	.0
510-89-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
510-89-6153 HEATING FUEL	.00	.00	.00	.00	.0
510-89-6160 ELECTRICITY (DUMP SHACK)	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-89-6170 TELEPHONE	.00	.00	.00	.00	.0
510-89-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
510-89-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
510-89-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
510-89-6231 VEHICLE PARTS & TOOLS	.00	.00	.00	.00	.0
510-89-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
510-89-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
510-89-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
510-89-6290 DEPREC M&E LANDFILL	.00	.00	.00	.00	.0
510-89-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
510-89-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
510-89-6335 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
510-89-6400 INSURANCE	.00	.00	.00	.00	.0
510-89-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-89-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-89-6502 ADVERTISING	.00	.00	.00	.00	.0
510-89-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-89-6507 DONATION RECYCLING CNTR	.00	.00	.00	.00	.0
510-89-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
510-89-6539 MISC	.00	.00	.00	.00	.0
510-89-6599 LANDFILL CLOSURE COSTS	.00	.00	.00	.00	.0
510-89-6600 BAD DEBT EXPENSE	.00	.00	.00	.00	.0
510-89-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 89	.00	.00	.00	.00	.0

DEPARTMENT 90

510-90-6000 SALARIES	.00	.00	.00	.00	.0
510-90-6010 OVERTIME	.00	.00	.00	.00	.0
510-90-6020 VACATION PAY	.00	.00	.00	.00	.0
510-90-6021 SICK PAY	.00	.00	.00	.00	.0
510-90-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
510-90-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
510-90-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
510-90-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
510-90-6034 PERS	.00	.00	.00	.00	.0
510-90-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
510-90-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
510-90-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
510-90-6100 SUPPLIES	.00	.00	.00	.00	.0
510-90-6103 WEARING APPAREL	.00	.00	.00	.00	.0
510-90-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
510-90-6153 HEATING FUEL	.00	.00	.00	.00	.0
510-90-6160 ELECTRICITY (RECYCLING)	.00	.00	.00	.00	.0
510-90-6170 TELEPHONE	.00	.00	.00	.00	.0
510-90-6200 MINOR EQUIPMENT-LESS \$1K	.00	.00	.00	.00	.0
510-90-6201 EQUIPMENT \$1K MORE	.00	.00	.00	.00	.0
510-90-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
510-90-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
510-90-6290 DEPREC-M&E HAULED WATER	.00	.00	.00	.00	.0
510-90-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-90-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
510-90-6400 INSURANCE	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
510-90-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-90-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-90-6502 ADVERTISING	.00	.00	.00	.00	.0
510-90-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
510-90-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 90	.00	.00	.00	.00	.0

VEHICLE MAINTENANCE

510-91-6000 SALARIES	.00	.00	.00	.00	.0
510-91-6010 OVERTIME	.00	.00	.00	.00	.0
510-91-6012 SHIFT DIFFERENTIAL	.00	.00	.00	.00	.0
510-91-6020 VACATION PAY	.00	.00	.00	.00	.0
510-91-6021 SICK PAY	.00	.00	.00	.00	.0
510-91-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
510-91-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
510-91-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
510-91-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
510-91-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
510-91-6034 PERS	.00	.00	.00	.00	.0
510-91-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
510-91-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
510-91-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
510-91-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
510-91-6100 SUPPLIES	.00	.00	.00	.00	.0
510-91-6103 WEARING APPAREL	.00	.00	.00	.00	.0
510-91-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
510-91-6153 HEATING FUEL	.00	.00	.00	.00	.0
510-91-6155 WATER/SEWER/GARBAGE	.00	.00	.00	.00	.0
510-91-6160 ELECTRICITY	.00	.00	.00	.00	.0
510-91-6170 TELEPHONE	.00	.00	.00	.00	.0
510-91-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
510-91-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
510-91-6231 VEHICLE PARTS & TOOLS	.00	.00	.00	.00	.0
510-91-6232 TIRES & WHEELS	.00	.00	.00	.00	.0
510-91-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
510-91-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
510-91-6290 DEPRECIATION	.00	.00	.00	.00	.0
510-91-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
510-91-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
510-91-6336 LICENSE & REGISTRATION	.00	.00	.00	.00	.0
510-91-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
510-91-6400 INSURANCE	.00	.00	.00	.00	.0
510-91-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
510-91-6501 CITY SAFETY	.00	.00	.00	.00	.0
510-91-6502 ADVERTISING	.00	.00	.00	.00	.0
510-91-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
510-91-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
510-91-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
510-91-6700 INDIRECT COST RECOVERY	.00	.00	.00	.00	.0
510-91-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
510-91-6891 VEHICLE-SMALL PICKUP FY03	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL VEHICLE MAINTENANCE	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	4,650,886.23	5,498,288.38	10,177,324.00	4,679,035.62	54.0
NET REVENUE OVER EXPENDITURES	310,497.65	806,504.45	(1,963,889.00)	(2,770,393.45)	41.1

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

MUNICIPAL DOCK

ASSETS

520-10100	CASH IN COMBINED FUND	6,112,279.39	
520-11000	CASH IN TILL - PORT	50.00	
520-11210	TVI-DOCK DEF MAINT	.00	
520-11211	TVI-SEAWALL MAINT ACCT	259,684.82	
520-11220	INVESTMENT-WELLS FARGO	.00	
520-11260	INVESTMENT-AMLIP SMALL BOAT HA	139,640.66	
520-11270	INVESTMENT-AMLIP SEWALL MAINT	13,917.61	
520-11280	INVESTMENT-AMLIP DOCK DEF MNT	393,132.96	
520-11290	INVESTMENT-WF SEAWALL MAINT	.00	
520-12000	ACCOUNTS RECEIVABLE	240,102.25	
520-12010	ACCOUNTS RECEIVABLE - MISC	.00	
520-12100	ACCOUNTS RECEIVABLE-STATE	.00	
520-12200	INTEREST RECEIVABLE	.00	
520-12400	SMALL BOAT HARBOR M AND O	.00	
520-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(10,064.17)	
520-13000	INVENTORY-GRAVEL	.00	
520-13200	INVENTORY-HEATING FUEL	1,307.90	
520-13500	PIPE INVENTORY	.00	
520-13610	INVENTORY-OFF/CLEAN SPLY	.00	
520-15100	LAND	1,235,999.66	
520-15110	SEAWALL LAND NON-DEPREC	1,001,356.00	
520-15200	CONSTRUCTION IN PROGRESS	42,200.00	
520-15300	IMPROVEMENTS	40,447,486.61	
520-15400	BUILDINGS	1,636,106.30	
520-15500	MACHINERY AND EQUIPMENT	1,052,073.67	
520-15700	VEHICLES	298,731.90	
520-15800	SEAWALL DEPRECIABLE	22,716,644.00	
520-16300	ACCUM DEPR-IMPROVEMENTS	(4,930,289.02)	
520-16400	ACCUM DEPR - BUILDINGS	(191,969.91)	
520-16500	ACCUM DEPR-MACHIN./EQUIP.	(665,888.49)	
520-16700	ACCUM DEPR - VEHICLES	(264,000.18)	
520-16800	ACCUM DEP-SEAWALL	(9,086,657.60)	
520-17600	PREPAID INSURANCE	.00	
520-19000	DEFERRED OUTFLOW-PENSION	41,609.71	
520-19001	OPEB DEFERRED OUTFLOW	28,209.00	
520-19002	OPEB ASSET	2,776.96	
TOTAL ASSETS			60,514,440.03

LIABILITIES AND EQUITY

LIABILITIES

520-20100	VOUCHERS PAYABLE	730.10
520-20400	CREDIT CARD PAYABLE	.00
520-20500	ENCUMBRANCES	.00
520-20800	SALES TAX PAYABLE	14,186.50
520-21000	ACCRUED PAYROLL	.00
520-21410	PAYABLE-PERS	.00
520-22100	ACCRUED VACATION	24,112.40
520-22200	ACCRUED SICK LEAVE	.00
520-24000	LOAN-WHEEL LOADER	.00
520-25000	PENSION LIABILITY	325,683.75

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

MUNICIPAL DOCK

520-25100	OPEB LIABILITY		25,059.89	
520-25900	DUE TO/FROM OTHER FUNDS		.00	
520-26900	DEFERRED REV-DOCK DEFER MAINT		.00	
520-27100	DEFERRED INFLOW-PENSION		17,098.39	
520-27101	OPEB DEFERRED INFLOW		17,809.37	
	TOTAL LIABILITIES			424,680.40
	FUND EQUITY			
520-30100	CONTRIBUTED CAPITAL-STATE		4,671,805.00	
520-30200	CONTRIB FOR CONSTRUCTION		32,361,628.88	
520-30300	CONTRIBUTED CAPITAL-FED		15,123.00	
520-30400	CONTRIB CAP-FLEET REP FUND		58,105.90	
520-37000	RESERVE - CURRENT YEAR		.00	
520-37500	DESIGNATED RE-BANK STAB.		3,560,441.77	
	UNAPPROPRIATED FUND BALANCE:			
520-39900	UNDESIGNATED RET EARNINGS	18,860,439.72		
	REVENUE OVER EXPENDITURES - YTD	499,128.30		
	BALANCE - CURRENT DATE		19,359,568.02	
	TOTAL FUND EQUITY			60,026,672.57
	TOTAL LIABILITIES AND EQUITY			60,451,352.97

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST & PENALTIES</u>					
520-40-4402 CITY DOCK-PENALTIES & INT	.00	.00	2,000.00	2,000.00	.0
TOTAL INTEREST & PENALTIES	.00	.00	2,000.00	2,000.00	.0
<u>STATE FUNDING</u>					
520-41-4100 SOA GRANT REVENUE	.00	.00	.00	.00	.0
520-41-4577 PENSION ON BEHALF	.00	.00	.00	.00	.0
520-41-9410 PERS OBO INCOME	.00	.00	.00	.00	.0
TOTAL STATE FUNDING	.00	.00	.00	.00	.0
<u>SOURCE 42</u>					
520-42-4201 JURY DUTY REIMBURSEMENT	.00	.00	.00	.00	.0
520-42-4207 MISCELLANEOUS STATE REV	.00	.00	.00	.00	.0
TOTAL SOURCE 42	.00	.00	.00	.00	.0
<u>CHARGES FOR SERVICES</u>					
520-43-4402 CITY DOCK-STORAGE	43,966.08	43,966.08	90,000.00	46,033.92	48.9
520-43-4403 CITY DOCK-PERMITS	.00	575.00	3,000.00	2,425.00	19.2
520-43-4404 CITY DOCK-WHARFAGE	85,630.21	122,565.30	150,000.00	27,434.70	81.7
520-43-4405 CITY DOCK-DOCKAGE	11,928.26	19,146.67	25,000.00	5,853.33	76.6
520-43-4406 SLOUGH BERTH-MOORAGE	.00	.00	.00	.00	.0
520-43-4407 SLOUGH BERTH-WHARFAGE	.00	.00	.00	.00	.0
520-43-4408 SLOUGH BERTH-DOCKAGE	.00	.00	.00	.00	.0
520-43-4409 SBH PETRO PORT-FUEL THRU-PUT	161,435.98	235,818.86	220,000.00	(15,818.86)	107.2
520-43-4410 PETRO YARD - STORAGE	.00	.00	2,000.00	2,000.00	.0
520-43-4411 PETRO PORT-WHARFAGE	.00	.00	.00	.00	.0
520-43-4412 PETRO PORT-FUEL THRU-PUT	322,871.96	471,640.48	440,000.00	(31,640.48)	107.2
520-43-4413 PETRO PORT-DOCKAGE	13,195.33	15,734.53	20,000.00	4,265.47	78.7
520-43-4414 SEAWALL-STORAGE	.00	.00	.00	.00	.0
520-43-4415 SEAWALL MOORAGE	.00	.00	24,000.00	24,000.00	.0
520-43-4416 SEAWALL DOCKAGE	23,184.91	44,568.79	20,000.00	(24,568.79)	222.8
520-43-4417 SEAWALL-WHARFAGE	.00	.00	.00	.00	.0
520-43-4418 BEACH-STORAGE	28,568.67	28,568.67	30,000.00	1,431.33	95.2
520-43-4419 BEACH-WHARFAGE	29,042.30	56,199.79	95,000.00	38,800.21	59.2
520-43-4420 BEACH-DOCKAGE	22,925.29	45,807.43	25,000.00	(20,807.43)	183.2
520-43-4421 BOAT HARBOR-STORAGE	.00	.00	3,500.00	3,500.00	.0
520-43-4422 BOAT HARBOR-MOORAGE	552.00	4,643.64	20,000.00	15,356.36	23.2
520-43-9460 EAST ADDITION-STORAGE	.00	.00	.00	.00	.0
TOTAL CHARGES FOR SERVICES	743,300.99	1,089,235.24	1,167,500.00	78,264.76	93.3
<u>LEASE REVENUE</u>					

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
520-44-4423 SEAWALL MOORAGE	.00	.00	.00	.00	.0
520-44-4440 LEASE REVENUE	.00	.00	24,000.00	24,000.00	.0
TOTAL LEASE REVENUE	.00	.00	24,000.00	24,000.00	.0
<u>MISCELLANEOUS</u>					
520-45-4388 EXTRA WATER CALLS	12,422.40	23,627.70	20,000.00	(3,627.70)	118.1
520-45-4424 SMALL BOAT HARBOR STORAGE	1,500.00	1,825.00	.00	(1,825.00)	.0
520-45-4425 WHARFAGE FEES	.00	.00	.00	.00	.0
520-45-4535 SMALL BOAT HARBOR PERMITS	90.00	2,760.00	20,000.00	17,240.00	13.8
520-45-4559 PERMITS/LICENSES/FEES	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS	14,012.40	28,212.70	40,000.00	11,787.30	70.5
<u>TRANSFERS</u>					
520-46-4640 XFRS IN FROM OTHER FUNDS	.00	.00	.00	.00	.0
520-46-4740 OPERATING TRANSFER OUT	.00	.00	.00	.00	.0
TOTAL TRANSFERS	.00	.00	.00	.00	.0
<u>MISCELLANEOUS</u>					
520-49-4202 SOA- DOCK DEFERRED MAINTENANCE	.00	.00	.00	.00	.0
520-49-4427 INS CLAIM RECOVERY FOR PY	.00	.00	.00	.00	.0
520-49-4439 MISCELLANEOUS REVENUE	.00	.00	2,000.00	2,000.00	.0
520-49-4590 INVESTMENT INCOME	10,309.00	11,567.98	2,000.00	(9,567.98)	578.4
520-49-4591 INVESTMENT INCOME-SEAWALL ACCT	.00	.00	.00	.00	.0
520-49-4592 INVESTMENT INCOME-DOCK ACCT	.00	.00	.00	.00	.0
520-49-4740 TRANSFER OUT TO OTHER FUNDS	.00	.00	.00	.00	.0
520-49-4890 GAIN(LOSS) SALE OF FIXED ASSET	.00	.00	.00	.00	.0
520-49-4892 GROSS SALES-SEAWALL PIPE	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS	10,309.00	11,567.98	4,000.00	(7,567.98)	289.2
TOTAL FUND REVENUE	767,622.39	1,129,015.92	1,237,500.00	108,484.08	91.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCK EXPENDITURES</u>					
520-50-6000 SALARIES	84,381.33	106,162.32	200,781.00	94,618.68	52.9
520-50-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
520-50-6010 OVERTIME	2,883.77	4,243.37	5,000.00	756.63	84.9
520-50-6012 SHIFT DIFFERENTIAL	.00	.00	.00	.00	.0
520-50-6020 VACATION PAY	.00	.00	.00	.00	.0
520-50-6021 SICK PAY	.00	.00	.00	.00	.0
520-50-6022 HOLIDAY PAY	3,683.45	3,973.03	.00	(3,973.03)	.0
520-50-6023 LEAVE CASHOUT	18,057.64	20,963.22	27,308.00	6,344.78	76.8
520-50-6030 SOCIAL SECURITY EXPENSE	606.86	926.78	1,124.00	197.22	82.5
520-50-6031 PAYABLE MEDICARE FICA	1,614.68	2,004.08	2,984.00	979.92	67.2
520-50-6032 UNEMPLOYMENT	.00	.00	3,663.00	3,663.00	.0
520-50-6033 WORKERS' COMPENSATION	1,934.47	2,423.03	5,316.00	2,892.97	45.6
520-50-6034 PERS	21,188.80	25,208.27	43,563.00	18,354.73	57.9
520-50-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
520-50-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
520-50-6040 EMPLOYEE GROUP BENEFITS	26,859.03	36,124.71	99,678.00	63,553.29	36.2
520-50-6041 UTILITY BENEFIT	4,993.88	6,975.21	17,875.00	10,899.79	39.0
520-50-6050 PRIOR YEAR IRS PENALTY	.00	.00	.00	.00	.0
520-50-6060 TRAVEL/TRAINING	2,690.24	2,690.24	5,000.00	2,309.76	53.8
520-50-6070 PENSION EXPENSE	.00	.00	15,000.00	15,000.00	.0
520-50-6071 PENSION AMORTIZATION	.00	.00	.00	.00	.0
520-50-6072 PENSION ON BEHALF	.00	.00	.00	.00	.0
520-50-6100 SUPPLIES	1,338.49	2,910.92	8,000.00	5,089.08	36.4
520-50-6103 WEARING APPAREL	.00	.00	5,000.00	5,000.00	.0
520-50-6109 MISC. SUPPLIES	.00	.00	.00	.00	.0
520-50-6121 MUNICIPAL DOCK GRAVEL	.00	.00	3,133.00	3,133.00	.0
520-50-6131 GRAVEL	.00	.00	.00	.00	.0
520-50-6140 CALCIUM CHLORIDE	.00	.00	.00	.00	.0
520-50-6150 GASOLINE/DIESEL/OIL	6,556.12	7,665.52	15,000.00	7,334.48	51.1
520-50-6153 HEATING FUEL	5,241.74	5,241.74	3,600.00	(1,641.74)	145.6
520-50-6155 WATER/SEWER/GARBAGE	7,616.10	9,757.46	5,500.00	(4,257.46)	177.4
520-50-6156 WATER FOR BARGES	.00	.00	12,000.00	12,000.00	.0
520-50-6160 ELECTRICITY	13,795.70	14,501.59	13,509.00	(992.59)	107.4
520-50-6170 TELEPHONE	1,528.94	1,912.95	2,250.00	337.05	85.0
520-50-6171 STAFF CELLULAR PHONES	925.40	1,313.27	3,000.00	1,686.73	43.8
520-50-6200 MINOR EQUIPMENT	10,831.54	11,583.78	30,000.00	18,416.22	38.6
520-50-6230 VEHICLE MAINT/REPAIR	1,686.07	2,201.70	2,839.00	637.30	77.6
520-50-6231 VEHICLE PARTS & TOOLS	29,119.70	32,026.40	20,000.00	(12,026.40)	160.1
520-50-6232 TIRES & WHEELS	3,087.70	3,087.70	.00	(3,087.70)	.0
520-50-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
520-50-6241 MUNICIPAL DOCK MAINT.	17,085.60	17,085.60	42,815.00	25,729.40	39.9
520-50-6242 MAINT-SEAWALL	760.60	760.60	7,000.00	6,239.40	10.9
520-50-6243 MAINT SMALL BOAT HARBOR	.00	.00	.00	.00	.0
520-50-6244 ICR-PROPERTY MAINTENANCE 5%	15,099.56	18,901.63	28,137.00	9,235.37	67.2
520-50-6245 PORT FACILITY IMPROVEMENT	.00	.00	.00	.00	.0
520-50-6280 DEPRECIATION-IMPROVEMENTS	.00	.00	.00	.00	.0
520-50-6282 DEPRECIATION-SEAWALL	.00	.00	.00	.00	.0
520-50-6290 DEPRECIATION-MACHINE/EQUIP	.00	.00	.00	.00	.0
520-50-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
520-50-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
520-50-6320 OTHER PROFESSIONAL FEES	13,717.73	13,717.73	10,000.00	(3,717.73)	137.2
520-50-6321 LEGAL FEES	1,423.80	1,423.80	5,000.00	3,576.20	28.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
520-50-6322 LEGAL SETTLEMENTS	.00	.00	.00	.00	.0
520-50-6324 PLANNING/ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
520-50-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
520-50-6339 OTHER PURCHASED SERVICES	16,801.89	17,263.26	30,000.00	12,736.74	57.5
520-50-6400 INSURANCE	7,631.05	9,970.25	35,093.00	25,122.75	28.4
520-50-6401 INSURANCE-DED EXP & OTHER	.00	.00	.00	.00	.0
520-50-6420 INTEREST-WHEEL LOADER	.00	.00	.00	.00	.0
520-50-6501 CITY SAFETY	.00	.00	.00	.00	.0
520-50-6502 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
520-50-6503 DUES & SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
520-50-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
520-50-6531 BANK CHARGES	133.96	1,784.37	3,000.00	1,215.63	59.5
520-50-6536 CONTAMINATED SOIL PROCESSING	.00	.00	.00	.00	.0
520-50-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
520-50-6600 BAD DEBT EXPENSE	.00	.00	.00	.00	.0
520-50-6661 XFR TO SEAWALL CASH MATCH	.00	.00	.00	.00	.0
520-50-6662 XFER TO FLEET REPLACE FUND	.00	.00	.00	.00	.0
520-50-6710 ADMIN OVERHEAD-GF	48,024.47	59,374.14	45,185.00	(14,189.14)	131.4
520-50-6711 ADMIN OVERHEAD-IT SVCS	13,785.37	18,269.68	33,260.00	14,990.32	54.9
520-50-6890 CAPITAL EXPENDITURES	20,530.29	20,530.29	656,452.00	635,921.71	3.1
520-50-9529 CONTRA-ADMIN SEAWAL MATCH	.00	.00	.00	.00	.0
520-50-9687 LAND/EASEMENT ACQUISITION	.00	.00	.00	.00	.0
520-50-9692 SECURITY CAMERA SYSTEM	.00	.00	.00	.00	.0
520-50-9694 HAZ-MAT RESPONSE UNIT	.00	.00	.00	.00	.0
520-50-9695 BANK STABILIZATION PROJECT	.00	.00	.00	.00	.0
520-50-9696 WATERFRONT FACILITIES IMPROV	.00	.00	.00	.00	.0
520-50-9697 HIGHLIFT FORKLIFT	.00	.00	.00	.00	.0
520-50-9700 3/4 TON PICK-UP TRUCK	.00	.00	4,762.00	4,762.00	.0
520-50-9701 DROP DECK TRAILER	.00	.00	13,931.00	13,931.00	.0
520-50-9712 LOSS ON ASSET DISPOSAL	.00	.00	.00	.00	.0
520-50-9776 HYDROGRAPHIC SURVEY	.00	.00	.00	.00	.0
 TOTAL DOCK EXPENDITURES	 405,615.97	 482,978.64	 1,472,758.00	 989,779.36	 32.8

DOCK ADMINISTRATION

520-51-6000 SALARIES	.00	.00	.00	.00	.0
520-51-6010 OVERTIME	.00	.00	.00	.00	.0
520-51-6020 VACATION PAY	.00	.00	.00	.00	.0
520-51-6021 SICK PAY	.00	.00	.00	.00	.0
520-51-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
520-51-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
520-51-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
520-51-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
520-51-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
520-51-6034 PERS	.00	.00	.00	.00	.0
520-51-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
520-51-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
520-51-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
520-51-6100 SUPPLIES	.00	.00	.00	.00	.0
520-51-6103 WEARING APPAREL	.00	.00	.00	.00	.0
520-51-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
520-51-6153 HEATING FUEL	.00	.00	.00	.00	.0
520-51-6155 WATER/SEWER/GARBAGE	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
520-51-6160 ELECTRICITY	.00	.00	.00	.00	.0
520-51-6170 TELEPHONE	.00	.00	.00	.00	.0
520-51-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
520-51-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
520-51-6321 LEGAL FEES	.00	.00	.00	.00	.0
520-51-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
520-51-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
520-51-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
520-51-6400 INSURANCE	.00	.00	.00	.00	.0
520-51-6501 CITY SAFETY	.00	.00	.00	.00	.0
520-51-6502 ADVERTISING	.00	.00	.00	.00	.0
520-51-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
520-51-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
520-51-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
 TOTAL DOCK ADMINISTRATION	 .00	 .00	 .00	 .00	 .0

DEPARTMENT 52

520-52-6000 SALARIES	.00	.00	.00	.00	.0
520-52-6010 OVERTIME	.00	.00	.00	.00	.0
520-52-6020 VACATION PAY	.00	.00	.00	.00	.0
520-52-6021 SICK PAY	.00	.00	.00	.00	.0
520-52-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
520-52-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
520-52-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
520-52-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
520-52-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
520-52-6034 PERS	.00	.00	.00	.00	.0
520-52-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
520-52-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
520-52-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
520-52-6100 SUPPLIES	.00	.00	.00	.00	.0
520-52-6103 WEARING APPAREL	.00	.00	.00	.00	.0
520-52-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
520-52-6153 HEATING FUEL	.00	.00	.00	.00	.0
520-52-6155 WATER/SEWER/GARBAGE	.00	.00	.00	.00	.0
520-52-6160 ELECTRICITY	.00	.00	.00	.00	.0
520-52-6170 TELEPHONE	.00	.00	.00	.00	.0
520-52-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
520-52-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
520-52-6241 MUNICIPAL DOCK MAINT	.00	.00	.00	.00	.0
520-52-6321 LEGAL FEES	.00	.00	.00	.00	.0
520-52-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
520-52-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
520-52-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
520-52-6400 INSURANCE	.00	.00	.00	.00	.0
520-52-6501 CITY SAFETY	.00	.00	.00	.00	.0
520-52-6502 ADVERTISING	.00	.00	.00	.00	.0
520-52-6503 DUES & SUBSCRIPTIONS	.00	.00	.00	.00	.0
520-52-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
520-52-6600 BAD DEBT EXPENSE	.00	.00	.00	.00	.0
520-52-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
520-52-6891 VEHICLES	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL DEPARTMENT 52	.00	.00	.00	.00	.0
DEPARTMENT 53					
520-53-6000 SALARIES	.00	.00	.00	.00	.0
520-53-6010 OVERTIME	.00	.00	.00	.00	.0
520-53-6020 VACATION PAY	.00	.00	.00	.00	.0
520-53-6021 SICK PAY	.00	.00	.00	.00	.0
520-53-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
520-53-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
520-53-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
520-53-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
520-53-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
520-53-6034 PERS	.00	.00	.00	.00	.0
520-53-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
520-53-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
520-53-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
520-53-6100 SUPPLIES	.00	.00	.00	.00	.0
520-53-6103 WEARING APPAREL	.00	.00	.00	.00	.0
520-53-6150 GASOLINE/DIESEL/OIL	.00	.00	.00	.00	.0
520-53-6155 WATER/SEWER/GARBAGE	.00	.00	.00	.00	.0
520-53-6160 ELECTRICITY	.00	.00	.00	.00	.0
520-53-6170 TELEPHONE	.00	.00	.00	.00	.0
520-53-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
520-53-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
520-53-6241 SMALL BOAT HARBOR MAINT	.00	.00	.00	.00	.0
520-53-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
520-53-6400 INSURANCE	.00	.00	.00	.00	.0
520-53-6501 CITY SAFETY	.00	.00	.00	.00	.0
520-53-6502 ADVERTISING	.00	.00	.00	.00	.0
520-53-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
520-53-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
520-53-6891 VEHICLES	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 53	.00	.00	.00	.00	.0
DEPARTMENT 54					
520-54-6131 GRAVEL	.00	.00	.00	.00	.0
520-54-6156 WATER FOR BARGES	.00	.00	.00	.00	.0
520-54-6230 VEHICLE MAINT/REPAIR	.00	.00	.00	.00	.0
520-54-6241 SEAWALL MAINT	.00	.00	.00	.00	.0
520-54-6321 LEGAL FEES	.00	.00	.00	.00	.0
520-54-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
520-54-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
520-54-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
520-54-6400 INSURANCE	.00	.00	.00	.00	.0
520-54-6501 CITY SAFETY	.00	.00	.00	.00	.0
520-54-6502 ADVERTISING	.00	.00	.00	.00	.0
520-54-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
520-54-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL DEPARTMENT 54	.00	.00	.00	.00	.0
DEPARTMENT 55					
520-55-6000 SALARIES	35,668.92	53,746.18	111,187.00	57,440.82	48.3
520-55-6010 OVERTIME	1,138.07	1,751.25	3,000.00	1,248.75	58.4
520-55-6022 HOLIDAY PAY	1,287.91	1,421.69	.00	(1,421.69)	.0
520-55-6023 LEAVE CASHOUT	7,509.03	8,940.13	7,492.00	(1,448.13)	119.3
520-55-6030 SOCIAL SECURITY EXPENSE	296.77	965.78	5,043.00	4,077.22	19.2
520-55-6031 PAYABLE MEDICARE FICA	667.47	963.72	1,656.00	692.28	58.2
520-55-6032 UNEMPLOYMENT	.00	.00	2,033.00	2,033.00	.0
520-55-6033 WORKERS' COMPENSATION	2,003.13	2,509.03	2,950.00	440.97	85.1
520-55-6034 PERS	8,664.96	10,432.29	25,121.00	14,688.71	41.5
520-55-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
520-55-6040 EMPLOYEE GROUP BENEFITS	11,961.55	15,283.46	12,205.00	(3,078.46)	125.2
520-55-6041 UTILITY BENEFIT	3,386.35	4,944.78	25,121.00	20,176.22	19.7
520-55-6100 SUPPLIES	995.96	2,265.56	3,000.00	734.44	75.5
520-55-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
520-55-6131 GRAVEL	.00	.00	.00	.00	.0
520-55-6132 SMALL BOAT HARBOR GRAVEL	.00	.00	30,000.00	30,000.00	.0
520-55-6150 GASOLINE/DIESEL/OIL	5,255.61	9,381.46	8,000.00	(1,381.46)	117.3
520-55-6155 WATER/SEWER/GARBAGE	.00	.00	7,100.00	7,100.00	.0
520-55-6160 ELECTRICITY	.00	.00	2,000.00	2,000.00	.0
520-55-6200 MINOR EQUIPMENT	3,422.73	3,483.71	3,000.00	(483.71)	116.1
520-55-6241 SMALL BOAT HARBOR MAINTENANCE	184.54	184.54	5,500.00	5,315.46	3.4
520-55-6242 PETRO DOCK MAINT	.00	.00	.00	.00	.0
520-55-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
520-55-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
520-55-6400 INSURANCE	1,114.91	1,456.67	5,470.00	4,013.33	26.6
520-55-6501 CITY SAFETY	.00	.00	.00	.00	.0
520-55-6539 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
520-55-6710 ADMIN OVERHEAD-GF	23,601.07	29,178.73	22,205.00	(6,973.73)	131.4
520-55-6890 CAP EXP SBH	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL DEPARTMENT 55	107,158.98	146,908.98	1,286,083.00	1,139,174.02	11.4
TOTAL FUND EXPENDITURES	512,774.95	629,887.62	2,758,841.00	2,128,953.38	22.8
NET REVENUE OVER EXPENDITURES	254,847.44	499,128.30	(1,521,341.00)	(2,020,469.30)	32.8

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

LEASED PROPERTIES

ASSETS

530-10100	CASH IN COMBINED FUND	896,067.02	
530-11000	CASH IN TILL/REGISTER	.00	
530-11010	INVESTMENT - COURT COMPLEX	.00	
530-11230	INVESTMENT - BOND RESERVE	230,655.55	
530-11240	INVESTMENT-LEASE REV BOND RSV	.00	
530-11250	INVESTMENT-WF BOND PMT ACCT	.00	
530-12000	ACCOUNTS RECEIVABLE	(11,998.38)	
530-12020	BOND PROCEEDS RECEIVABLE	.00	
530-12030	RESERVE FUND RECEIVABLE	.00	
530-12100	ACCOUNTS RECEIVABLE-STATE	.00	
530-12110	ACCOUNTS RECEIVABLE-FED	.00	
530-12200	INTEREST RECEIVABLE	.00	
530-12500	BOND ESCROW	.00	
530-12900	ALLOWANCE FOR DOUBTFUL ACCTS	(5,287.50)	
530-13200	FUEL INVENTORY	6,826.60	
530-15100	LAND	43,000.00	
530-15200	CONSTRUCTION IN PROGRESS	80,225.84	
530-15210	WORK IN PROGRESS	.00	
530-15400	BUILDINGS	9,821,803.52	
530-15500	MACHINERY & IMPROVEMENTS	54,525.00	
530-16400	ACCUM DEPR - BUILDINGS	(6,347,972.47)	
530-16500	ACCUM DEPR-MACH & IMPROV.	(39,215.43)	
530-17600	PREPAID INSURANCE	.00	
	TOTAL ASSETS		4,728,629.75

LIABILITIES AND EQUITY

LIABILITIES

530-20100	VOUCHERS PAYABLE	(21.49)	
530-20300	RETAINAGE PAYABLE	.00	
530-20500	ENCUMBRANCES	.00	
530-21000	ACCRUED PAYROLL	.00	
530-22100	ACCRUED VACATION	.00	
530-22200	ACCRUED SICK LEAVE	.00	
530-24000	COURTHOUSE LOAN PAYABLE	.00	
530-24400	ACCRUED INTEREST PAYABLE	5,437.50	
530-25000	LEASE REVENUE BONDS PAYABLE	1,115,000.00	
530-25100	LEASE REVENUE BOND PREMIUM	100,412.64	
530-25900	DUE TO/FROM OTHER FUNDS	928,960.23	
530-26300	UNEARNED REVENUE	148,802.85	
	TOTAL LIABILITIES		2,298,591.73

FUND EQUITY

530-30100	CONTRIBUTED CAPITAL-STATE	2,360,194.08	
530-30200	CONTRIBUTED CAPITAL-EDA	253,024.80	
530-30300	CONTRIBUTED CAPITAL GF	454,326.50	
530-32100	AMORTIZATION CONTRIB CAP	.00	
530-37000	RESERVE - CURRENT YEAR	.00	
530-37500	RESERVE - LAST YEAR	.00	

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

LEASED PROPERTIES

530-37600	BOND INTEREST PAYABLE		.00	
530-37700	BOND PRINCIPAL PAYABLE		.00	
530-38000	RESIDUAL EQUITY XFR OUT		.00	
530-38100	PRIOR PERIOD ADJUSTMENT		.00	
UNAPPROPRIATED FUND BALANCE:				
530-39800	PRIOR PERIOD ADJUSTMENT		.00	
530-39900	FUND BALANCE-LEASED PROPERTIES	(	684,897.85)	
	REVENUE OVER EXPENDITURES - YTD		19,321.63	
	BALANCE - CURRENT DATE		(	665,576.22)
	TOTAL FUND EQUITY			2,401,969.16
	TOTAL LIABILITIES AND EQUITY			4,700,560.89

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
530-42-4440 LEASE REVENUE-DMV	.00	.00	.00	.00	.0
TOTAL SOURCE 42	.00	.00	.00	.00	.0

LEASE INCOME

530-44-4440 LEASE - FERMIN/ULYE ITURBIDE	.00	.00	1.00	1.00	.0
530-44-4441 LEASE-ANGSTMAN/KUNTZ LEASE	.00	.00	.00	.00	.0
530-44-4442 LEASE-DEC (BRAUND BLDG)	.00	.00	300.00	300.00	.0
530-44-4443 LEASE-SOA DEPT OF ADMIN-OCS	.00	.00	.00	.00	.0
530-44-4444 LEASE-COURT SYSTEM	347,206.65	446,408.55	613,620.00	167,211.45	72.8
530-44-4445 LEASE-ALASKA MARINE LINES-BLDG	58,464.00	58,464.00	.00	(58,464.00)	.0
530-44-4446 LEASE RECORD OFF (BRAUND)	.00	.00	.00	.00	.0
530-44-4447 LEASE:DEPT OF LAW	101,656.80	114,363.90	161,784.00	47,420.10	70.7
530-44-4448 LEASE-LKEDC (BRAUND BLDG)	.00	.00	.00	.00	.0
530-44-4449 LEASE-LAUNDROMAT LAND	.00	.00	.00	.00	.0
530-44-4450 LEASE-YKHC PATC 324/324A STATE	28,800.00	28,800.00	14,400.00	(14,400.00)	200.0
530-44-4451 LEASE-BETHEL SPORTSMANS CLUB	.00	.00	1.00	1.00	.0
530-44-4452 LEASE-FW TOWER RD LND ASPHALT	8,400.00	10,500.00	12,600.00	2,100.00	83.3
530-44-4453 YKHC - WAREHOUSE	2,800.00	3,500.00	4,200.00	700.00	83.3
530-44-4454 LEASE - TEEN CENTER	.00	.00	.00	.00	.0
530-44-4455 DMV LEASE 300 CEHHWY	8,240.00	9,270.00	12,120.00	2,850.00	76.5
530-44-4456 LEASE-LIONS CLUB	.00	.00	1.00	1.00	.0
530-44-4457 LEASE LAND BNC 031489 AGR	.00	.00	100.00	100.00	.0
530-44-4458 LEASE LAND BNC 042181 AGT	.00	.00	.00	.00	.0
530-44-4459 LAND LEASE-BETHEL GROUP HOME	.00	.00	100.00	100.00	.0
530-44-4460 LEASE QUONSET (RECYCLING)	.00	.00	.00	.00	.0
530-44-4461 LEASE LAND AVCP HEARSTART	1,800.00	2,250.00	2,400.00	150.00	93.8
530-44-4462 LEASE LAND QFC1	.00	.00	.00	.00	.0
530-44-4463 LEASE LAND SWANSONS/BTP	15,040.00	18,800.00	21,120.00	2,320.00	89.0
530-44-4464 LEASE POLICE ANNEX BLD	.00	.00	.00	.00	.0
530-44-4465 LEASE LAND KVNA	.00	.00	.00	.00	.0
530-44-4466 FIRE STATION APT RENT	.00	.00	.00	.00	.0
530-44-4467 LEASE LAND EUNKANG CHURCH	1,200.00	1,500.00	1,800.00	300.00	83.3
530-44-4468 LEASE AK AIR NAT GUARD	.00	.00	.00	.00	.0
530-44-4469 LEASED LAND READINESS PROJECT	.00	.00	.00	.00	.0
530-44-4470 LEASE LAND GCI	7,230.80	9,038.50	10,342.00	1,303.50	87.4
530-44-4471 LAND ESSENKAY/KUSKOKUSH	.00	.00	.00	.00	.0
530-44-4472 LEASE-OTHER LEASE REVENUE	.00	6,000.00	.00	(6,000.00)	.0
530-44-4473 LEASE- ALASKA MARINE LINE, INC	.00	.00	.00	.00	.0
530-44-4474 LEASE:SOA DOT&PUBFAL(560 4TH)	6,400.00	7,200.00	.00	(7,200.00)	.0
530-44-4475 LEASE:BETHEL FRIENDS OF CANINE	.00	.00	.00	.00	.0
530-44-9445 SOA - ACS ELECTRICITY REIMB	.00	.00	.00	.00	.0
530-44-9455 YKHC RENTED BLDING 378 FIFTH	12,800.00	16,000.00	19,200.00	3,200.00	83.3
530-44-9490 LEASE POLICE STATION-CSP GRANT	.00	.00	.00	.00	.0
TOTAL LEASE INCOME	600,038.25	732,094.95	874,089.00	141,994.05	83.8

TRANSFERS

530-46-4640 XFRS IN FROM OTHER FUNDS	.00	.00	.00	.00	.0
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CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
530-46-4650 XFER FROM GF-CITY HALL	.00	.00	.00	.00	.0
530-46-4740 OPERATING TRANSFER OUT	.00	.00	.00	.00	.0
TOTAL TRANSFERS	.00	.00	.00	.00	.0
MISCELLANEOUS					
530-49-4430 NSF FEE	.00	.00	.00	.00	.0
530-49-4439 MISCELLANEOUS REVENUE	.00	.00	.00	.00	.0
530-49-4590 INVESTMENT INCOME	4,282.45	4,696.58	240.00	(4,456.58)	1956.9
530-49-4890 GAIN(LOSS) SALE OF FIXED ASSET	.00	.00	.00	.00	.0
530-49-4892 LOSS(GAIN)-TRANSFER OF FA	.00	.00	.00	.00	.0
530-49-9497 OTHER REVENUE	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS	4,282.45	4,696.58	240.00	(4,456.58)	1956.9
TOTAL FUND REVENUE	604,320.70	736,791.53	874,329.00	137,537.47	84.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEASED PROPERTIES-MISC</u>					
530-50-6000 SALARIES	.00	.00	.00	.00	.0
530-50-6010 OVERTIME	.00	.00	.00	.00	.0
530-50-6020 VACATION PAY	.00	.00	.00	.00	.0
530-50-6021 SICK PAY	.00	.00	.00	.00	.0
530-50-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
530-50-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
530-50-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
530-50-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
530-50-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
530-50-6034 PERS	.00	.00	.00	.00	.0
530-50-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
530-50-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
530-50-6060 TRAINING	.00	.00	.00	.00	.0
530-50-6070 PENSION	.00	.00	.00	.00	.0
530-50-6100 SUPPLIES	.00	.00	.00	.00	.0
530-50-6102 CLEANING SUPPLIES	.00	.00	.00	.00	.0
530-50-6108 PLUMBING SUPPLIES	.00	.00	.00	.00	.0
530-50-6109 MISC. SUPPLIES	.00	.00	.00	.00	.0
530-50-6153 HEATING FUEL	.00	.00	.00	.00	.0
530-50-6155 WATER	901.26	901.26	.00	(901.26)	.0
530-50-6156 WATER SEWER GARB COURTHOS	.00	.00	.00	.00	.0
530-50-6157 SOLID WASTE	.00	.00	.00	.00	.0
530-50-6159 WATER SEWER GARB BRA(11%)	.00	.00	.00	.00	.0
530-50-6160 ELECTRICITY	.00	.00	.00	.00	.0
530-50-6161 ELECTRICITY COURTHOUSE	.00	.00	.00	.00	.0
530-50-6162 ELECTRICITY BRAUND (11%)	.00	.00	.00	.00	.0
530-50-6170 TELEPHONE	.00	.00	.00	.00	.0
530-50-6200 MINOR EQUIPMENT/TOOLS	.00	.00	.00	.00	.0
530-50-6230 PURCHASED REPAIRS/MAINT	.00	.00	.00	.00	.0
530-50-6240 PROPERTY MAINTENANCE	.00	.00	.00	.00	.0
530-50-6262 ELECTRICITY QUONSET	.00	.00	.00	.00	.0
530-50-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
530-50-6290 DEPRECIATION-MACHINE/EQUIP	.00	.00	.00	.00	.0
530-50-6295 DEPRECIATION	.00	.00	.00	.00	.0
530-50-6321 LEGAL FEES	.00	.00	.00	.00	.0
530-50-6333 JANATORIAL SERV COURTHOUS	.00	.00	.00	.00	.0
530-50-6339 OTHER PURCHASED SERVICES	.00	(273.00)	.00	273.00	.0
530-50-6400 INSURANCE	6,909.90	9,028.04	.00	(9,028.04)	.0
530-50-6401 INSURANCE-DED EXP & OT	.00	.00	.00	.00	.0
530-50-6502 ADVERTISING	.00	.00	.00	.00	.0
530-50-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
530-50-6600 BAD DEBT EXPENSE	.00	.00	.00	.00	.0
530-50-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
TOTAL LEASED PROPERTIES-MISC	7,811.16	9,656.30	.00	(9,656.30)	.0
<u>DEPARTMENT 51</u>					
530-51-6402 COURTHOUSE LOAN INSURANCE	.00	.00	.00	.00	.0
530-51-6420 COURTHOUSE LOAN INTEREST	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL DEPARTMENT 51	.00	.00	.00	.00	.0
 <u>DEPARTMENT 52</u>					
530-52-6100 SUPPLIES	.00	.00	.00	.00	.0
530-52-6153 HEATING FUEL-BRAUND BLDG	.00	.00	.00	.00	.0
530-52-6155 WATER/SEWER/GARB-BRAUND B	.00	.00	.00	.00	.0
530-52-6160 ELECTRICITY-BRAUND BLDG	.00	.00	.00	.00	.0
530-52-6240 PROPERTY MT-BRAUND BLDG	.00	.00	.00	.00	.0
530-52-6280 DEPRECIATION-BRAUND BLDG	.00	.00	.00	.00	.0
530-52-6290 DEPRECIATION	.00	.00	.00	.00	.0
530-52-6333 JANITORIAL-BRAUND BLDG	.00	.00	.00	.00	.0
530-52-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
530-52-6400 INSURANCE	.00	.00	.00	.00	.0
530-52-6502 ADVERTISING	.00	.00	.00	.00	.0
530-52-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
530-52-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 52	.00	.00	.00	.00	.0
 <u>DEPARTMENT 53</u>					
530-53-6290 DEPRECIATION	.00	.00	.00	.00	.0
530-53-6400 INSURANCE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 53	.00	.00	.00	.00	.0
 <u>DEPARTMENT 54</u>					
530-54-6109 LAUNDROMAT MISC	.00	.00	.00	.00	.0
530-54-6240 LAUNDROMAT-BUILDING MAINT IS	.00	.00	.00	.00	.0
530-54-6400 INSURANCE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 54	.00	.00	.00	.00	.0
 <u>LEASED PROP-COURT COMPLEX</u>					
530-55-6000 SALARIES	.00	.00	.00	.00	.0
530-55-6010 OVERTIME	.00	.00	.00	.00	.0
530-55-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
530-55-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
530-55-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
530-55-6100 SUPPLIES	.00	.00	.00	.00	.0
530-55-6110 MATERIALS	.00	.00	.00	.00	.0
530-55-6153 HEATING FUEL-COURTCOMPLEX	74,860.77	75,412.35	66,847.00	(8,565.35)	112.8
530-55-6155 WATER/SEWER/GARB-COURTCOM	8,667.97	12,599.55	24,000.00	11,400.45	52.5
530-55-6160 ELECTRICITY-COURT COMPLEX	48,402.47	53,050.76	68,190.00	15,139.24	77.8
530-55-6170 TELEPHONE	500.74	626.51	700.00	73.49	89.5
530-55-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
530-55-6240 PROPERTY MT-COURT COMPLEX	15,147.66	15,760.00	10,341.00	(5,419.00)	152.4
530-55-6241 ICR-PROPERTY MAINTENANCE-15%	75,497.93	94,508.31	140,684.00	46,175.69	67.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
530-55-6280 DEPRECIATION-BLDGS/PLANTS	.00	.00	.00	.00	.0
530-55-6281 DEPRECIATION-COURT COMPLX	.00	.00	.00	.00	.0
530-55-6290 DEPRECIATION	.00	.00	.00	.00	.0
530-55-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
530-55-6320 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
530-55-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
530-55-6326 CONTRACTOR FEES	.00	.00	.00	.00	.0
530-55-6333 JANITORIAL-COURT COMPLEX	59,800.00	67,250.00	113,832.00	46,582.00	59.1
530-55-6339 OTHER PURCHASED SERVICES	982.80	1,432.80	3,500.00	2,067.20	40.9
530-55-6400 INSURANCE	28,768.27	37,586.81	36,480.00	(1,106.81)	103.0
530-55-6420 COURTHOUSE LOAN INTEREST	32,625.00	32,625.00	72,650.00	40,025.00	44.9
530-55-6421 BOND INTEREST EXPENSE	.00	.00	.00	.00	.0
530-55-6422 AMORT OF BOND PREMIUM	.00	.00	.00	.00	.0
530-55-6501 CITY SAFETY	.00	.00	.00	.00	.0
530-55-6502 ADVERTISING	.00	.00	.00	.00	.0
530-55-6530 FINANCE CHARGES/PENALTIES	.00	.00	.00	.00	.0
530-55-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
530-55-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
530-55-6899 BURNER CONTROLS UPGRADE	.00	.00	.00	.00	.0
530-55-9642 BOND REFINANCE CLOSING COSTS	.00	.00	.00	.00	.0
530-55-9692 COURTHOUSE VENTILATION UPGRADE	.00	.00	.00	.00	.0
530-55-9693 COURTHOUSE INTERIOR UPGRADES	.00	.00	.00	.00	.0
530-55-9694 GENERATOR REPAIR	84,613.22	316,961.51	794,346.00	477,384.49	39.9
530-55-9771 RE-ENG OF CC FIRE SUPPRESSION	.00	.00	.00	.00	.0
TOTAL LEASED PROP-COURT COMPLEX	429,866.83	707,813.60	1,331,570.00	623,756.40	53.2

LEASED PROP - POLICE ANNEX

530-56-6000 SALARIES	.00	.00	.00	.00	.0
530-56-6010 OVERTIME	.00	.00	.00	.00	.0
530-56-6020 VACATION PAY	.00	.00	.00	.00	.0
530-56-6021 SICK PAY	.00	.00	.00	.00	.0
530-56-6022 HOLIDAY PAY	.00	.00	.00	.00	.0
530-56-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
530-56-6031 PAYABLE MEDICARE FICA	.00	.00	.00	.00	.0
530-56-6032 UNEMPLOYMENT	.00	.00	.00	.00	.0
530-56-6033 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
530-56-6034 PERS	.00	.00	.00	.00	.0
530-56-6040 EMPLOYEE GROUP BENEFITS	.00	.00	.00	.00	.0
530-56-6041 UTILITY BENEFIT	.00	.00	.00	.00	.0
530-56-6060 TRAVEL/TRAINING	.00	.00	.00	.00	.0
530-56-6100 SUPPLIES	.00	.00	.00	.00	.0
530-56-6110 MATERIALS	.00	.00	.00	.00	.0
530-56-6153 HEATING FUEL-POLICE ANNEX	.00	.00	.00	.00	.0
530-56-6155 WATER/SEWER/GARB-POLICE ANNEX	.00	.00	.00	.00	.0
530-56-6160 ELECTRICITY-POLICE ANNEX	.00	.00	.00	.00	.0
530-56-6170 TELEPHONE	.00	.00	.00	.00	.0
530-56-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
530-56-6240 PATC-BUILDING MAINT (IS)	.00	.00	.00	.00	.0
530-56-6280 DEPRECIATION - ANNEX BUILDING	.00	.00	.00	.00	.0
530-56-6310 ADMINISTRATIVE COSTS	.00	.00	.00	.00	.0
530-56-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
530-56-6326 CONTRACTOR FEES	.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
530-56-6333 JANITORIAL-POLICE ANNEX	.00	.00	.00	.00	.0
530-56-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
530-56-6400 INSURANCE PATC	.00	.00	.00	.00	.0
530-56-6501 CITY SAFETY	.00	.00	.00	.00	.0
530-56-6502 ADVERTISING	.00	.00	.00	.00	.0
530-56-6539 MISCELLANEOUS EXPENSES	.00	.00	.00	.00	.0
530-56-6600 BAD DEBT EXPENSE	.00	.00	.00	.00	.0
530-56-6710 ADMIN OVERHEAD	.00	.00	.00	.00	.0
TOTAL LEASED PROP - POLICE ANNEX	.00	.00	.00	.00	.0
DEPARTMENT 58					
530-58-6324 PLANNING/ENGINEERING FEES	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 58	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	437,677.99	717,469.90	1,331,570.00	614,100.10	53.9
NET REVENUE OVER EXPENDITURES	166,642.71	19,321.63	(457,241.00)	(476,562.63)	4.2

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

BETHEL PUBLIC TRANSIT SYSTEM

ASSETS

560-10100	CASH IN COMBINED FUND	(	357,112.60)	
560-12000	ACCOUNTS RECEIVABLE - ONC		.00	
560-12100	ACCOUNTS RECEIVABLE-GRANT		.00	
560-13200	INVENTORY-HEATING FUEL		4,785.00	
560-15200	CONSTRUCTION IN PROGRESS		.00	
560-15300	IMPROVEMENTS		98,025.00	
560-15500	MACHINERY & EQUIP-GENERAL		48,338.55	
560-15700	VEHICLES-GENERAL		301,783.43	
560-16300	ACCUM DEPR- IMPROVEMENTS	(	48,341.09)	
560-16500	ACCUM DEP-M&E GENERAL	(	48,338.55)	
560-16700	ACCUM DEPR - VEHICLES	(	247,719.02)	
560-19000	DEFERRED OUTFLOW-PENSION		24,706.90	
560-19001	OPEB DEFERRED OUTFLOW		16,995.00	
560-19002	OPEB ASSET		1,816.92	
	TOTAL ASSETS	(	205,060.46)	

LIABILITIES AND EQUITY

LIABILITIES

560-20100	VOUCHERS PAYABLE		208.09	
560-20110	COVID-19 TAXI COUPONS		325.00	
560-20400	CREDIT CARD PAYBLE		.00	
560-21000	ACCRUED PAYROLL		.00	
560-21410	PAYABLE-PERS		.00	
560-22100	ACCRUED VACATION		7,937.06	
560-22200	ACCRUED SICK LEAVE		.00	
560-25000	PENSION LIABILITY		195,978.27	
560-25100	OPEB LIABILITY		12,899.90	
560-25900	DUE TO/FROM OTHER FUNDS		.00	
560-26000	DEFERRED REVENUE		.00	
560-27100	DEFERRED INFLOW-PENSION		10,757.52	
560-27101	OPEB DEFERRED INFLOW		10,267.02	
	TOTAL LIABILITIES		238,372.86	

FUND EQUITY

560-30100	CONTRIBUTED CAPITAL		98,025.00	
560-30200	CONTRIBUTED CAPITAL-FED		.00	
560-32100	AMORTIZATION CONTRIBUTION		.00	
560-37000	RESERVE - CURRENT YEAR		.00	
560-37500	RESERVE - LAST YEAR		.00	
UNAPPROPRIATED FUND BALANCE:				
560-39900	FUND BALANCE-BETHEL PUBLIC TRA	(	816,292.03)	
	REVENUE OVER EXPENDITURES - YTD		247,528.08	
	BALANCE - CURRENT DATE	(	568,763.95)	
	TOTAL FUND EQUITY	(	470,738.95)	

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

BETHEL PUBLIC TRANSIT SYSTEM

TOTAL LIABILITIES AND EQUITY

(232,366.09)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LOCAL SOURCES</u>					
560-40-4600 CASH TRANSFER GF	.00	.00	.00	.00	.0
560-40-9408 CASH CONTRIBUTION - ONC GRANTS	.00	.00	.00	.00	.0
TOTAL LOCAL SOURCES	.00	.00	.00	.00	.0
<u>FEDERAL SOURCES</u>					
560-41-4101 REV-FEDERAL TRANSIT 5311	254,012.78	405,588.27	426,232.00	20,643.73	95.2
560-41-4102 TRANSIT SECTION 5311	.00	.00	.00	.00	.0
560-41-4579 PERS ON BEHALF PAYMENT	.00	.00	.00	.00	.0
560-41-9412 REV-RURAL TRANSPORT. ASST PRG	.00	.00	.00	.00	.0
TOTAL FEDERAL SOURCES	254,012.78	405,588.27	426,232.00	20,643.73	95.2
<u>SOURCE 42</u>					
560-42-4100 GRANT REVENUE	.00	.00	.00	.00	.0
560-42-4201 SOA - JURY DUTY REIMB.	.00	.00	.00	.00	.0
560-42-4577 PENSION ON BEHALF	.00	.00	.00	.00	.0
560-42-4579 PERS ON BEHALF PAYMENT	.00	.00	.00	.00	.0
560-42-9414 SOA-STATE TRANSIT MATCH GRANT	.00	.00	.00	.00	.0
TOTAL SOURCE 42	.00	.00	.00	.00	.0
<u>CHARGES FOR SERVICES</u>					
560-43-4370 BUS FARES	11,903.10	17,900.10	15,000.00	(2,900.10)	119.3
560-43-4371 BUS FARES-PREPAID	.00	.00	.00	.00	.0
560-43-9420 RENTAL-BUS & DRIVER	.00	.00	.00	.00	.0
TOTAL CHARGES FOR SERVICES	11,903.10	17,900.10	15,000.00	(2,900.10)	119.3
<u>SOURCE 46</u>					
560-46-4640 TRANSFERS IN	.00	.00	.00	.00	.0
TOTAL SOURCE 46	.00	.00	.00	.00	.0
<u>SOURCE 47</u>					
560-47-4580 CAPITAL CONTRIBUTIONS	.00	.00	.00	.00	.0
TOTAL SOURCE 47	.00	.00	.00	.00	.0
<u>SOURCE 48</u>					

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
560-48-4890 GAIN(LOSS) SALE OF FIXED ASSET	.00	.00	.00	.00	.0
TOTAL SOURCE 48	.00	.00	.00	.00	.0
MISC REVENUE					
560-49-4439 MISCELLANEOUS REVENUE	.00	.00	.00	.00	.0
560-49-4560 DONATIONS	.00	.00	.00	.00	.0
560-49-4890 GAIN(LOSS) SALE OF FIXED ASSET	.00	.00	.00	.00	.0
560-49-9515 BUS STOP SHELTER REIMBURSEMENT	.00	.00	.00	.00	.0
TOTAL MISC REVENUE	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	265,915.88	423,488.37	441,232.00	17,743.63	96.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSIT SYSTEM SECTION 5311</u>					
560-50-6000 SALARIES	24,736.41	40,826.85	136,168.00	95,341.15	30.0
560-50-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
560-50-6010 OVERTIME	(20.95)	1,620.16	.00	(1,620.16)	.0
560-50-6020 VACATION PAY	.00	.00	.00	.00	.0
560-50-6021 SICK PAY	.00	.00	.00	.00	.0
560-50-6022 HOLIDAY PAY	1,107.47	1,378.27	.00	(1,378.27)	.0
560-50-6023 LEAVE CASHOUT	21,801.50	21,801.50	19,710.00	(2,091.50)	110.6
560-50-6030 SOCIAL SECURITY EXPENSE	599.29	599.29	.00	(599.29)	.0
560-50-6031 PAYABLE MEDICARE FICA	704.05	969.17	1,974.00	1,004.83	49.1
560-50-6032 UNEMPLOYMENT	.00	.00	2,424.00	2,424.00	.0
560-50-6033 WORKERS' COMPENSATION	1,266.05	2,133.49	3,518.00	1,384.51	60.6
560-50-6034 PERS	7,492.15	11,063.80	29,957.00	18,893.20	36.9
560-50-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
560-50-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
560-50-6040 EMPLOYEE GROUP BENEFITS	7,466.60	14,933.20	63,570.00	48,636.80	23.5
560-50-6041 UTILITY BENEFIT	2,032.18	3,262.56	11,400.00	8,137.44	28.6
560-50-6050 IRS INTEREST AND PENALTIES	.00	.00	.00	.00	.0
560-50-6060 TRAVEL/TRAINING	1,544.84	1,544.84	.00	(1,544.84)	.0
560-50-6070 PENSION EXPENSE	.00	.00	.00	.00	.0
560-50-6071 PENSION AMORTIZATION	.00	.00	.00	.00	.0
560-50-6072 PENSION ON BEHALF	.00	.00	.00	.00	.0
560-50-6100 SUPPLIES	558.39	1,758.29	1,500.00	(258.29)	117.2
560-50-6103 WEARING APPAREL	123.81	123.81	.00	(123.81)	.0
560-50-6150 GASOLINE/DIESEL/OIL	4,427.15	8,503.78	29,000.00	20,496.22	29.3
560-50-6153 HEATING FUEL	10,595.34	10,595.34	10,583.00	(12.34)	100.1
560-50-6155 WTR/SWR/GRB	793.70	1,444.41	3,300.00	1,855.59	43.8
560-50-6160 ELECTRICITY	4,455.66	4,932.42	7,724.00	2,791.58	63.9
560-50-6170 TELEPHONE	3.33	6.68	700.00	693.32	1.0
560-50-6171 STAFF CELLULAR PHONES	105.42	248.82	1,200.00	951.18	20.7
560-50-6200 MINOR EQUIPMENT	.00	.00	.00	.00	.0
560-50-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
560-50-6230 VEHICLE MAINT/REPAIR	4,854.99	7,910.24	18,184.00	10,273.76	43.5
560-50-6231 VEHICLE PARTS & TOOLS	(653.98)	354.96	20,000.00	19,645.04	1.8
560-50-6232 TIRES & WHEELS	.00	.00	2,000.00	2,000.00	.0
560-50-6280 DEPRECIATION- IMPROVEMENTS	.00	.00	.00	.00	.0
560-50-6290 DEPRECIATION EXPENSE-EQUIP	.00	.00	.00	.00	.0
560-50-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
560-50-6326 CONTRACTOR FEES	.00	.00	.00	.00	.0
560-50-6334 COMPUTER SERVICES	.00	.00	.00	.00	.0
560-50-6339 OTHER PURCHASED SERVICES	.00	.00	.00	.00	.0
560-50-6400 INSURANCE	1,835.45	4,243.39	16,281.00	12,037.61	26.1
560-50-6401 INSURANCE-DED EXP & OTH	.00	.00	.00	.00	.0
560-50-6502 ADVERTISING	.00	.00	.00	.00	.0
560-50-6503 DUES & SUBSCRIPTIONS	(14.99)	.00	300.00	300.00	.0
560-50-6539 MISCELLANEOUS EXPENSES	(96.78)	.00	.00	.00	.0
560-50-6710 ADMIN OVERHEAD-GF	19,393.95	29,830.21	41,548.00	11,717.79	71.8
560-50-6711 ADMIN OVERHEAD-IT SVCS	5,386.91	9,201.01	33,260.00	24,058.99	27.7
560-50-6890 CAPITAL EXPENDITURES	(3,326.20)	(3,326.20)	86,000.00	89,326.20	(3.9)
560-50-9691 BUS SHELTERS	.00	.00	23,505.00	23,505.00	.0
560-50-9692 PRESSURE WASHER	.00	.00	9,350.00	9,350.00	.0
TOTAL TRANSIT SYSTEM SECTION 5311	117,171.74	175,960.29	573,156.00	397,195.71	30.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

BETHEL PUBLIC TRANSIT SYSTEM

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>BUS SHELTER GRANT</u>					
560-51-6131	GRAVEL	.00	.00	.00	.00	.0
560-51-6890	CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
	<u>TOTAL BUS SHELTER GRANT</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	 TOTAL FUND EXPENDITURES	 <u>117,171.74</u>	 <u>175,960.29</u>	 <u>573,156.00</u>	 <u>397,195.71</u>	 <u>30.7</u>
	 NET REVENUE OVER EXPENDITURES	 <u>148,744.14</u>	 <u>247,528.08</u>	 <u>(131,924.00)</u>	 <u>(379,452.08)</u>	 <u>187.6</u>

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2023

VEHICLES & EQUIP MAINTENANCE

ASSETS

570-10100	CASH IN COMBINED FUND	(	603,562.20)	
570-12000	ACCOUNTS RECEIVABLE		.00	
570-12010	ACCOUNTS RECEIVABLE-MISC		.00	
570-13700	INVENTORY-PARTS,OIL,EQUIPMENT		199,205.12	
570-15500	MACHINERY & EQUIP-GENERAL		284,252.82	
570-15700	VEHICLES-GENERAL		59,270.38	
570-16500	ACCUM DEP-M&E GENERAL	(	100,687.83)	
570-16700	ACCUM DEPR - VEHICLES	(	13,246.77)	
570-17800	PREPAID EXPENSES		.00	
TOTAL ASSETS			(	174,768.48)

LIABILITIES AND EQUITY

LIABILITIES

570-20100	VOUCHERS PAYABLE		2,848.89	
570-20400	CREDIT CARD PAYABLE		.00	
570-21000	ACCRUED PAYROLL		.00	
570-21410	PAYABLE-PERS		.00	
570-22100	ACCRUED VACATION		17,166.02	
570-22200	ACCRUED SICK LEAVE		1,597.80	
570-25900	DUE TO/FROM OTHER FUNDS		.00	
TOTAL LIABILITIES				21,612.71

FUND EQUITY

570-37000	RESERVE - CURRENT YEAR		.00	
570-37500	RESERVE - LAST YEAR		.00	
UNAPPROPRIATED FUND BALANCE:				
570-39900	FUND BALANCE-V&E MAINTENANCE	(	136,374.85)	
	REVENUE OVER EXPENDITURES - YTD	(	42,027.37)	
BALANCE - CURRENT DATE			(	178,402.22)
TOTAL FUND EQUITY			(	178,402.22)
TOTAL LIABILITIES AND EQUITY			(	156,789.51)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STATE AND FEDERAL FUNDING</u>					
570-42-4209 STATE OF AK UI TRUST FUND	.00	.00	.00	.00	.0
570-42-4579 PERS ON BEHALF PAYMENT	.00	.00	.00	.00	.0
TOTAL STATE AND FEDERAL FUNDING	.00	.00	.00	.00	.0
<u>CHARGES FOR SERVICES</u>					
570-43-4651 FROM GF-ADMIN	825.53	1,029.45	1,285.00	255.55	80.1
570-43-4652 FROM GF-CITY CLERK	.00	.00	.00	.00	.0
570-43-4653 FROM GF-FINANCE	825.53	1,029.45	1,266.00	236.55	81.3
570-43-4654 FROM GF-PLANNING	825.53	1,029.45	1,559.00	529.55	66.0
570-43-4655 FROM GF-FIRE	5,503.57	6,863.04	18,000.00	11,136.96	38.1
570-43-4656 FROM GF-POLICE	11,007.13	13,726.07	17,554.00	3,827.93	78.2
570-43-4657 FROM GF-PW ADMIN	1,651.07	2,058.91	2,457.00	398.09	83.8
570-43-4658 FROM GF-STREETS/ROADS	82,553.46	102,945.52	146,047.00	43,101.48	70.5
570-43-4659 FROM GF-PARKS & REC	.00	.00	.00	.00	.0
570-43-4661 FROM GF-PROPERTY MAINT.	3,302.15	4,117.84	5,713.00	1,595.16	72.1
570-43-4662 FROM GEN FUND-CITY ATTY'S OFC	.00	.00	.00	.00	.0
570-43-4663 FROM GF-COMMUNITY SVC	.00	.00	.00	.00	.0
570-43-4664 FROM GF-PIPED SEWER	1,651.07	2,058.91	3,108.00	1,049.09	66.3
570-43-4665 FROM GEN FUND-IT SVCS	825.53	1,029.45	1,280.00	250.55	80.4
570-43-4671 FROM EF-PORT	1,651.07	2,058.91	2,839.00	780.09	72.5
570-43-4672 FROM EF-HAULED WATER	170,610.49	212,754.08	268,201.00	55,446.92	79.3
570-43-4673 FROM EF-HAULED SEWER	170,610.49	212,754.08	281,345.00	68,590.92	75.6
570-43-4674 FROM EF-PIPED WATER	1,651.07	2,058.91	2,687.00	628.09	76.6
570-43-4676 FROM EF-HAULED REFUSE	41,276.73	51,472.76	61,581.00	10,108.24	83.6
570-43-4677 FROM EF-LANDFILL OPERATIONS	41,276.73	51,472.76	67,728.00	16,255.24	76.0
570-43-4678 FROM EF-BETHEL HGT WATER TRMT	1,651.07	2,058.91	2,566.00	507.09	80.2
570-43-4680 FROM EF-CITY SUB WATER TRMT	1,651.07	2,058.91	2,581.00	522.09	79.8
570-43-4681 FROM ISF-V & E MAINT.	.00	.00	.00	.00	.0
570-43-4682 FROM EF-RECYCLING OPERATIONS	.00	.00	.00	.00	.0
570-43-4683 FROM EF-UTILITY BILLING	.00	.00	.00	.00	.0
570-43-4684 FROM EF-BETHEL TRANSIT SYSTEM	11,007.16	13,726.12	18,184.00	4,457.88	75.5
570-43-4685 FROM EF- SEWER LAGOON	.00	.00	.00	.00	.0
570-43-4686 FROM EF- YKAHTC	.00	.00	.00	.00	.0
570-43-4701 FROM SPECIAL REV-CSP FUND 27	.00	.00	.00	.00	.0
570-43-4721 FROM ISF-EMP HEALTH BENEFITS	.00	.00	.00	.00	.0
TOTAL CHARGES FOR SERVICES	550,356.45	686,303.53	905,981.00	219,677.47	75.8
<u>SOURCE 46</u>					
570-46-4640 TRANSFERS IN	.00	.00	.00	.00	.0
TOTAL SOURCE 46	.00	.00	.00	.00	.0
<u>SOURCE 49</u>					
570-49-4439 MISCELLANEOUS REVENUE	.00	.00	.00	.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
570-49-4890 GAIN(LOSS) SALE OF FIXED ASSET	.00	.00	.00	.00	.0
TOTAL SOURCE 49	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	550,356.45	686,303.53	905,981.00	219,677.47	75.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VEHICLE & EQUIP MAINT</u>					
570-50-6000 SALARIES	193,947.52	235,637.55	431,729.00	196,091.45	54.6
570-50-6002 RELOCATION EXPENSES	.00	.00	.00	.00	.0
570-50-6004 LONGEVITY BONUS	.00	.00	.00	.00	.0
570-50-6010 OVERTIME	1,498.31	1,498.31	15,000.00	13,501.69	10.0
570-50-6020 VACATION PAY	.00	.00	.00	.00	.0
570-50-6021 SICK PAY	.00	.00	.00	.00	.0
570-50-6022 HOLIDAY PAY	7,384.37	7,939.95	.00	(7,939.95)	.0
570-50-6023 LEAVE CASHOUT	24,335.23	24,335.23	57,710.00	33,374.77	42.2
570-50-6030 SOCIAL SECURITY EXPENSE	.00	.00	.00	.00	.0
570-50-6031 PAYABLE MEDICARE FICA	3,466.60	4,114.10	6,478.00	2,363.90	63.5
570-50-6032 UNEMPLOYMENT	.00	.00	7,952.00	7,952.00	.0
570-50-6033 WORKERS' COMPENSATION	7,233.98	9,060.96	11,540.00	2,479.04	78.5
570-50-6034 PERS	47,143.67	56,472.06	98,280.00	41,807.94	57.5
570-50-6035 PERS ON BEHALF	.00	.00	.00	.00	.0
570-50-6036 PRIOR YR WORKMEN'S COMP AUDIT	.00	.00	.00	.00	.0
570-50-6040 EMPLOYEE GROUP BENEFITS	68,720.66	89,336.90	180,539.00	91,202.10	49.5
570-50-6041 UTILITY BENEFIT	14,507.88	18,926.72	32,376.00	13,449.28	58.5
570-50-6050 PRIOR YR IRS PENALTY	.00	.00	.00	.00	.0
570-50-6060 TRAVEL/TRAINING	24.00	48.00	15,000.00	14,952.00	.3
570-50-6100 SUPPLIES	10,455.91	10,959.65	20,000.00	9,040.35	54.8
570-50-6103 WEARING APPAREL	641.80	705.79	4,000.00	3,294.21	17.6
570-50-6150 GASOLINE/DIESEL/OIL	53,168.63	65,085.84	8,000.00	(57,085.84)	813.6
570-50-6153 HEATING FUEL	.00	.00	399.00	399.00	.0
570-50-6155 WATER/SEWER/GARBAGE	3,045.29	3,468.22	5,300.00	1,831.78	65.4
570-50-6160 ELECTRICITY	17,071.11	18,587.84	18,718.00	130.16	99.3
570-50-6170 TELEPHONE	.00	.00	.00	.00	.0
570-50-6171 STAFF CELLULAR PHONES	.00	.00	840.00	840.00	.0
570-50-6200 MINOR EQUIPMENT	1,724.09	1,811.08	25,000.00	23,188.92	7.2
570-50-6210 EQUIPMENT RENTAL	.00	.00	.00	.00	.0
570-50-6230 VEHICLE MAINT (ISF)	(168.60)	(168.60)	.00	168.60	.0
570-50-6231 VEHICLE PARTS & TOOLS	4,476.11	5,058.29	8,000.00	2,941.71	63.2
570-50-6232 TIRES & WHEELS	1,538.85	1,538.85	2,000.00	461.15	76.9
570-50-6240 PROPERTY MAINT	.00	.00	.00	.00	.0
570-50-6290 DEPRECIATION-MACHINE/EQUIP	.00	.00	.00	.00	.0
570-50-6295 DEPRECIATION-VEHICLES	.00	.00	.00	.00	.0
570-50-6334 COMPUTER SERVICES (ISF)	.00	.00	.00	.00	.0
570-50-6339 OTHER PURCHASED SERVICES	1,457.53	1,562.09	10,000.00	8,437.91	15.6
570-50-6400 INSURANCE	22,609.48	29,540.14	24,535.00	(5,005.14)	120.4
570-50-6501 CITY SAFETY	.00	.00	.00	.00	.0
570-50-6502 ADVERTISING	.00	.00	.00	.00	.0
570-50-6503 DUES & SUBSCRIPTIONS	2,065.00	5,815.00	10,000.00	4,185.00	58.2
570-50-6539 MISCELLANEOUS EXPENSES	457.19	832.19	.00	(832.19)	.0
570-50-6710 ADMIN OVERHEAD-GF	97,446.91	120,476.64	91,684.00	(28,792.64)	131.4
570-50-6711 ADMIN OVERHEAD-IT SVCS	11,837.44	15,688.10	33,260.00	17,571.90	47.2
570-50-6890 CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
TOTAL VEHICLE & EQUIP MAINT	596,088.96	728,330.90	1,118,340.00	390,009.10	65.1
TOTAL FUND EXPENDITURES	596,088.96	728,330.90	1,118,340.00	390,009.10	65.1

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(45,732.51)	(42,027.37)	(212,359.00)	(170,331.63)	(19.8)

City of Bethel, Alaska

City Clerk's Office

Council Meetings

5/2/2023 Special Budget Meeting

5/4/2023 Special Meeting City Manager Recruitment

5/9/2023 Regular City Council Meeting

Office Meetings

Attended the City of Bethel Health Insurance Meeting Annual Renewal.

Attended Union Negotiation Review Meeting

Met with the Art Camp Teacher to coordinate Art Camp supplies, dates, etc..

Met with the Alaska Association of Municipal Clerk's Education Committee to coordinate the 2023 education topics for Conference.

City Manager Recruitment Tasks

Invited four interim city manager candidates to first round of interviews.

Provided notice to the city manager candidate of the invitation to second round of interviews.

The council has received eight complete city manager candidate applications.

General Tasks

Created an online calendar showing the events for the community parks for the website.

Training New Public Works Assistant on Agenda Management software.

Processed 4 Burial Permits

Processed 3 Passports

Committee/Commission Vacancies

Community Parks and Recreation Committee	full	1
Planning Commission	full	full
Port Commission	2	2
Public Safety and Transportation Commission	full	2
Community Action Grant Technical Review Board	1	2
Public Works Committee	3	2
Finance Committee	2	2
Ethics Board	full	1