

CITY OF BETHEL

City Council Meeting Agenda, September 9, 2025 – 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 Teresa Keller, Mark Springer, Mikayla Miller, Alicia Miner, Pamela Conrad, John Lloyd



Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

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. Written public comment must be submitted 24 hours before the meeting.*



5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *8-26-2025 Regular City Council Meeting Minutes

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

- 8.1. Proclamation: Recognition Of Suicide Prevention Awareness Month (Mayor Henderson)

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 25-08(b) Amending The Adopted Annual Operating Budget For Fiscal Year 2026, July 1, 2025-June 30, 2026 (City Manager Strickler)
- 10.2. *AM 25-32: Authorize The City Manager To Negotiate And Execute A Contract For Leveling Services (City Manager Strickler)

11. REPORTS

Posted September 3, 2025 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, City Clerk

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

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

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

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 September 3, 2025 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, City Clerk

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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on August 26, 2025 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.
Mayor Henderson called the meeting to order at 6:33 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 Mayor Rose Henderson Vice-Mayor Teresa Keller (<i>arrived after roll call at 7:04 pm</i>) City Council Member Mikayla Miller City Council Member Alicia Miner (telephonically) City Council Member John Lloyd (telephonically) (<i>arrived after roll call at 6:45pm</i>)
Members Absent:
City Council Member Pamela Conrad
Also in attendance were the following:
City Manager Lori Strickler, City Clerk Kevin Morgan, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one was present to be heard.

Item 4.1. - Written Public Comments

Jessica Glore- Bethel- Concerned with the dust conditions on the new Tundra Ridge Road.

Jesslyn Elliott- Bethel- In favor of plastic bag ban.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Mark Springer
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Mikayla Miller, Alicia Miner
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *8-12-2025 Regular City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes
Port Commission, Council Member Miner- No meeting since last meeting

Planning Commission, Mayor Henderson- Nothing to report.

Community Action Grant Committee- No one present to report.

Community Parks and Recreation Committee, Council Member Miller- Next meeting in September.

Finance Committee- No one present to report.

Public Works Committee, Council Member Springer- Meeting scheduled for August 20th. Next meeting in September.

Public Safety and Transportation Commission- No one present to report.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 25-11: Amending Bethel Municipal Code 4.20.040, Competitive Sealed Proposals (City Manager Strickler)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 25-11.

Moved by:	Mark Springer
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Mikayla Miller, Alicia Miner
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Ordinance 25-12: Amending Bethel Municipal Code 10.15.010, Motor Vehicle Impoundment, Definitions (City Manager Strickler)

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

Main Motion: Adopt Ordinance 25-12.

Moved by:	Mark Springer
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Mikayla Miller, Alicia Miner
Opposed:	None
Results:	Motion Carries

Item 9.3. - Public Hearing Of Ordinance 25-13: Banning The Use Of Single-Use Plastic Bags And Expanded Polystyrene Products By Amending The Bethel Municipal Code Chapter 8.12, Plastic Bags And Polystyrene Containers (Community Parks And Recreation Committee)

Mayor Henderson opened the Public Hearing.

Beverly Hoffman- Bethel- In support of the ordinance. Suggests that the Community Action Grant can be used to get reusable bags to promote plastic-free messaging.

Alyssa Leary- In support of the ordinance.

Allen Stoller- Supports the movement. Recommends a uniform paper bag charge to be applied equally to all retailers.

Jessica Pew- Bethel- In support of the ordinance.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 25-13.

Moved by:	Mikayla Miller
Seconded by:	Alicia Miner
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, John Lloyd
Opposed:	None
Results:	Motion Carries

Main Motion: Postpone until the next Regular City Council Meeting.

Moved by:	Mark Springer
Seconded by:	None

Motion fails due to lack of a second.

*Council Member Lloyd joins online 6:45 p.m.
Vice-Mayor Keller joins in-person at 7:04 p.m.*

Item 9.4. - Public Hearing Of Ordinance 25-14: Amending The Pay Grade, Job Titles, And Compensation Plan For Non-Union-Represented City Employees To Add Accountant (City Manager Strickler)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 25-14.

Moved by:	Mark Springer
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, John Lloyd
Opposed:	None
Results:	Motion Carries

Item 9.5. - Public Hearing Of Ordinance 25-15: Amending Bethel Municipal Code 3.64.050, Employment Of Immediate Family Members (Mayor Henderson)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 25-15.

Moved by:	Teresa Keller
Seconded by:	Mark Springer
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, John Lloyd
Opposed:	None
Results:	Motion Carries

Item 9.6. - Public Hearing Of Budget Ordinance 25-08(a): Amending The Adopted Annual Operating Budget For Fiscal Year 2026, July 1, 2025-June 30, 2026 (City Manager Strickler)

Mayor Henderson opened the Public Hearing.

If No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 25-08(a).

Moved by:	Mark Springer
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, John Lloyd
Opposed:	None
Results:	Motion Carries

Primary Amendment: Insert "Clerk's Office Advertising Budget A-9" to read as follows:

Clerk's Office Advertising Budget A-9

Whereas, starting January 1, 2026 due to budget constraints, KYUK will no longer be able to air the Regular City Council Meetings at no-cost.;

Whereas, to continue to air the City Council Meetings on KYUK, the City would have to pay KYUK's tier 3 hourly charge for non-profits, which is \$1000 per hour.;

Whereas, the Clerk Office estimates that the cost to air City Council meetings on KYUK from January 1st to June 30th (the remainder of the fiscal year) would be approximately \$16,000 based on the length of the 2024 City Council meetings;

Whereas, the exact length of City Council meetings can vary, so the proposed amendment is budgeted slightly higher than the estimate;

100-52-6502 Advertising \$20,000 (\$20,000) \$40,000

FY26 General Fund Operating Revenues over

Expenditures \$1,596,737 (\$20,000) 1576,737

Moved by: Mark Springer

Seconded by: Mikayla Miller

In favor: Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, John Lloyd

Opposed: None

Results: Motion Carries

10. NEW BUSINESS

Item 10.1. - *Resolution 25-10: Certifying The Annual Financial Statement Of Revenues And Authorized Expenditures For The Fiscal Year Ending June 30, 2024 (City Manager Strickler)

Passed on the consent agenda.

Item 10.2. - *AM 25-29: Authorize The City Manager To Negotiate And Execute An MOU With The Developers Of Blue Sky Subdivision, That Confirms The Release Of The Bond Following The Confirmation Of Additional Open Space Dedication (City Manager Strickler)

Passed on the consent agenda.

Item 10.3. - AM 25-30: Appointment Of Election Officials For The October 7, 2025 Regular City Election (City Manager Strickler)

Main Motion: Approve AM 25-30

Moved by: Mikayla Miller
Seconded by: Mark Springer
In favor: Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, John Lloyd
Opposed: None
Results: Motion Carries

Item 10.4. - AM 25-31: Direct The City Clerk To Use Funds From The Advertising Budget To Purchase Radio Time For City Council Meetings (Council Member Springer)

Main Motion: Approve AM 25-31.

Moved by: Mark Springer
Seconded by: Mikayla Miller
In favor: Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, John Lloyd
Opposed: None
Results: Motion Carries

Item 10.5. - *IM 25-08: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of July 2025 (City Manager Strickler)

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- There will be a Kusko-Song Club Open Mic at Uncommon Pizza on Wednesday, 7:30 to 9:30pm. Hope everyone who had boat problems with the storm was able to rescue their boats with minimal damage. YUUT posted a schedule for road tests. Bethel Volunteer Emergency Association will hold a CPR first aid class in September. Be mindful of your trash when berry picking. Be mindful of school traffic; appreciates the officers who are there.

Vice-Mayor Keller- No comments.

Council Member Miner- No Comments

Council Member Miller- The Health Science building at KUC is complete. A reminder to council and to city employees on Committees and Commissions; be mindful of the volunteers' time and be on time for Committees and Commissions meetings. Race, sex, or gender does not affect someone's ability to do a job that they are qualified to do; Trans lives are human lives.

Council Member Springer- Perhaps the Finance Dept. can remind places to ask customers if they want to pay tax if they are exempt. Thanked Bev Hoffman and others who are fighting for a plastic free community. Some VIP's were in town recently. The FCC commissioner was in town; Olivia Trusty. Hope people reminded her about the importance of KYUK. Saw Lisa Murkowski, and had a chance to talk to her. The Secretary of Housing and Urban Development was also in town. The AVCP convention is coming up. Encouraged the young folks and anyone with political aspirations to file as a write-in to run for city council.

Council Member Lloyd- No Comment

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, John Lloyd
Opposed:	None
Results:	Motion Carries

Meeting ended at 8:08 p.m.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan,
City Clerk

City of Bethel, Alaska

Public Works Committee Minutes

August 20, 2025

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on August 20, 2025. Ryan Butte called the meeting to order at 05:34 pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call:

Ryan Butte
Juan Delgado
Beth Hessler
Kelsy Kime

Also Present: William Arnold

III. PEOPLE TO BE HEARD: None

IV. APPROVAL OF AGENDA:

Moved By:	Kelsy Kime	Motion to approve amended agenda.
SECONDED BY:	Beth Hessler	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. APPROVAL OF MINUTES:

A. 07/16/2025 Public Works Committee Meeting Minutes

Moved By:	Ryan Butte	Motion to approve meeting minutes for July 18, 2025.
SECONDED BY:	Kelsy Kime	
VOTE ON MOTION	Motion carried by unanimous vote.	

VI. UNFINISHED BUSINESS:

A. Mass Notification for Utility Customers (Butte)

a. City of Bethel website has this notification in place

Moved By:	Kelsy Kime	Motion to remove from Agenda.
SECONDED BY:	Juan Delgado	
VOTE ON MOTION	Motion carried by unanimous vote.	

VII. NEW BUSINESS:

VIII. EX OFFICIO MEMBER REPORT

A. IM 25-07 Supporting Docs, City of Bethel Full Financial Budget Report June 2025

B. Manager's Reports August 2025

C. Capital Project Updates

IX. COMMITTEE MEMBER COMMENTS:

R. Butte:

Beth Hessler: EK35 – Ptarmigan to BIA, see if the application has been completed.

J. Delgado:

K. Kimes

X. ADJOURNMENT:

MOVED BY:	Ryan Butte	Motion to adjourn.
SECONDED BY:	Juan Delgado	
VOTE ON MOTION	Motion carried by unanimous vote.	

With no further business, meeting adjourned at 05:58 PM.

APPROVED THIS _____ DAY OF _____, 2025.

Beth Hessler
Committee Interim Chair

Colin Atti
Recorder of Minutes

City of Bethel, Alaska

Community Action Grant Committee Minutes

August 21st, 2025

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Community Action Grant Committee was held on August 21st, 2025 at 6:19 PM in Council Chambers at 300 Chief Eddie Hoffman Highway.

II. ROLL CALL

The following Community Action Grant Committee members were present: Pamela Conrad, Victoria Sosa, Julie McWilliams

Also in attendance are Kayla Saddler, Recorder (Ex Officio).

Unexcused Absences: Jody Brand

Excused Absences: Louise Russell, Lucinda Alexie

No meeting was held due to lack of quorum.

The chair called the meeting to an end at 6:21 pm.

Louise Russel, Chair

ATTEST:

Kayla Saddler, Recorder



CITY OF BETHEL
PUBLIC SAFETY AND TRANSPORTATION COMMISSION
WEDNESDAY, SEPTEMBER 3, 2025, 6:30 PM
LOCATION: COUNCIL CHAMBERS, CITY HALL, 300 CHIEF EDDIE HOFFMAN
HIGHWAY, BETHEL

JOIN MEETING AT ZOOM.US:
<https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060>
MEETING ID: 335 015 4000
PASSCODE: 140569
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS	STAFF
Joy Anderson, Chair Musa Sailu John Hastie Jesslyn Elliot Teresa Keller, Council Rep. Jody Brand Kelsi Kime	James Harris, Ex Officio Member Rosalie Kalistook, Ex Officio Member rkalistook@cityofbethel.net 907-543-3781

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON**
 - A. Please submit written public comments to police@cityofbethel.net by 4:00 p.m. the day of the meeting.
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF MEETING MINUTES**
 - A. 7-9-2025 Special Public Safety and Transportation Meeting Minutes
 - B. Lack of Quorum 8-6-2025
- VI. UNFINISHED BUSINESS**
- VII. NEW BUSINESS**
 - A. Taxi Inspections
 - B. Taxi cab inspection stickers
 - C. Enforcement Actions for Fines and Citations.
 - D. Identify new taxi schedule
 - E. Review of City Code concerning taxi and chauffeur licensing
 - F. Vehicle nuisance abatement

Posted <> at City Hall, AC Co., Swanson’s, and the Post Office.

Ex-Officio Staff

VIII. EX OFFICIO REPORT

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

City of Bethel, Alaska

Community Action Grant Committee Minutes

August 19th, 2025

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Community Action Grant Committee was held on August 19th, 2025 at 6:01 PM in Council Chambers at 300 Chief Eddie Hoffman Highway.

II. ROLL CALL

The following Community Action Grant Committee members were present: Louse Russel, Lucinda Alexie, Jody Brand, Julie McWilliams, Pamela Conrad

Also in attendance are Kayla Saddler, Recorder (Ex Officio).

Unexcused Absences:

Excused Absences: Victoria Sosa

III. PEOPLE TO BE HEARD:

IV. APPROVAL OF AGENDA

MOVED BY	Jody Brand	Motion to approve
SECOND BY	Lucinda Alexie	
VOTE ON MOTION	All in favor	4-0

V. APPROVAL OF MEETING MINUTES

A. 11-25-2025 CAG Meeting Minutes

MOVED BY	Lucinda Alexie	Motion to approve
SECOND BY	Julie McWilliams	
VOTE ON MOTION	All in favor	4-0

VI. UNFINISHED BUSINESS

A. Review of the 2025-2026 Committee Calander

MOVED BY	Lucinda Alexie	Motion to approve
SECOND BY	Jody Brand	
VOTE ON MOTION	All in favor	4-0

VII. NEW BUSINESS

A. Review Amount of Community Action Grant Funding Available for the Fiscal Year July 1, 2025 – June 30, 2026

B. Review, Disguss and Score Applications and Responses Received (may include questions from applicants in attendance).

MOVED BY	Jody Brand	Motion to approve
SECOND BY	Lucinda Alexie	
VOTE ON MOTION	All in favor	4-0

VIII. EX OFFICIO REPORT

A. Manager's Reports July 2025

MOVED BY	Pamela Conrad	Motion to approve
SECOND BY	Jody Brand	
VOTE ON MOTION	All in favor	4-0

IX. MEMBER COMMENTS

Jody Brand: Thank you for welcoming me to the committee and hopefully I'll learn more about it before our next meeting.

Lucinda Alexie: Welcome to the new folks

Pamela Conrad: I wanna thank you two for keeping this rolling

Louise Russell: I appreciate seeing new faces! I'm always worried about making a quorum, and the more people, the better. Thank you for coming.

X. ADJORNMENT

MOVED BY	Pamela Conrad	Motion to approve
SECOND BY	Jody Brand	
VOTE ON MOTION	All in Favor	4-0

The chair called the meeting to an end at 6:50 pm.

Louise Russel, Chair

ATTEST:

Kayla Saddler, Recorder



CITY OF BETHEL

COMMUNITY PARKS AND RECREATION COMMITTEE

MONDAY, SEPTEMBER 8, 2025, 6:00 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN MEETING AT ZOOM.US:

[HTTPS://US06WEB.ZOOM.US/J/3350154000?PWD=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060](https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060)

MEETING ID: 335 015 4000

PASSCODE: 140569

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

MEMBERS

Brian Lefferts, Chair
Mikayla Miller Council Rep.
Michelle DeWitt
Zeff Prina
Alternate 2-Lisa Yancey

Beverly Hoffman, Vice-Chair
Jessica Pew
Sean Glasheen,
Alternate 1- Jody Brand

STAFF

Ex-Officio: Shane Iverson, Kayla Saddler
Email: ksaddler@cityofbethel.net Phone: 907-543-1386

I. CALL TO ORDER

II. ROLL CALL

- A. Ex Officio Attendance Log

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. August 11, 2025 Meeting Minutes

VI. UNFINISHED BUSINESS

- A. Community Center Construction Project *Updates* (Lefferts)
- B. Update on Larson Sub Park Progress (Pew)
- C. Status on Woodchipper Acquisition (Hoffman)
- D. Placement of New Playground Equipment (Iverson)
- E. Dog Park - Riverside (Pew)
- F. YFK Transition of Management (Iverson)
- G. Update on Proposed Amendments to Ordinance 8.12 Bags and Polystyrene Container (Hoffman)

VII. NEW BUSINESS

- A. Determination of Quorum for the October 13th Meeting
- B. Declared Vacant Seat (BMC 2.60.030)

VIII. EX OFFICIO REPORT

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

A. Manager's Reports August 2025

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff



*City of Bethel Proclamation
Recognition of Suicide Prevention Awareness Month*

WHEREAS, September is National Suicide Prevention Awareness Month.

WHEREAS, according to the most current data from the U.S. Centers for Disease Control and Prevention, in the United States, in 2023, over 49,000 people died by suicide;

WHEREAS, in 2022, suicide was the 10th leading cause of death in the United States and the 2nd leading cause of death among individuals between the ages of 25 to 44;

WHEREAS, it is estimated that in 2023 there were over 1.5 million suicide attempts;

WHEREAS, in 2022, Suicide was the 9th leading cause of death for American Indians and Alaska Natives;

WHEREAS, in 2023, suicide was the 5th leading cause of death in Alaska;

WHEREAS, in 2023, 206 people died by suicide in Alaska;

WHEREAS, according to the Substance Abuse and Mental Health Services Administration, Suicide Prevention Awareness Month is a time to raise awareness, promote hope, and normalize help-seeking. Suicide affects millions of people every year, yet too many struggle in silence. Whether you're facing challenges, supporting a friend or loved one, or are looking to help, your voice matters. This month is dedicated to recognizing the warning signs for suicide, encouraging open conversations about mental health, and connecting people to proven treatment and resources. When we stand together in strength, dignity, hope, and purpose, we can make a difference—we can help save lives;

WHEREAS, Help is available:

YKHC Crisis Line	907-543-6499, 1-844-543-6499
Alaska Care Line	1-877-266-HELP (4357)
988 Lifeline	call or text 988
YKHC Behavioral Health	907-543-6100
Bethel Family Clinic	907-543-3773;

NOW, THEREFORE, I, Rose Henderson, Mayor of the City of Bethel, do hereby proclaim September as "Suicide Prevention Awareness Month" in Bethel, Alaska.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature on this 9th day of September, 2025.

Rose Henderson Mayor

Attest:

Kevin Morgan, City Clerk

Introduced by: City Manager Strickler
Introduction Date: September 9, 2025
Public Hearing: September 23, 2025
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #25-08 (b)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE ADOPTED ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026, JULY 1, 2025-JUNE 30, 2026

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

SECTION 1. Classification. This is a noncodified ordinance amending the City of Bethel Annual Operating Budget for Fiscal Year 2026 (FY26).

SECTION 2. Amendment. The adopted FY26 Annual Operating Budget is amended as follows:

Building Leveling – City Hall & Courthouse

Whereas, following a public solicitation process, the city's winning contractor provided a contract cost of \$477,000;

Whereas, budget modification 25.08 (a) should have included an amendment to account for the remaining \$177,000 however Administration neglected to include the amendment;

Whereas, \$77,000 will be coming out of the city's expected revenue over expenditures from the FY26 operating, the other \$100,000 will be coming out of the leased property enterprise fund undesignated fund balance;

B-1 Property Maintenance Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-70-6335	Other Purchased Services	\$356,000	\$177,000	\$533,000
FY26 General Fund Operating	Revenues over Expenditures	\$1,576,737	(\$77,000)	\$1,499,737
Leased Properties Fund Balance	Revenues over Expenditures	(\$254,144)	(\$100,000)	(\$354,144)

SECTION 4. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2026 operating budget modifications are adopted for a period of one year, from July 1, 2025, through June 30, 2026.

ENACTED THIS 23rd DAY OF SEPTEMBER 2025, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	25-32		
Date action introduced:	September 9, 2025	Introduced by:	City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Authorize the City Manager to negotiate and execute a contract for leveling services.

Attachment(s) Request for Proposal and Addendums

Account information:		Amount of fiscal impact:
	Budgeted	

Summary Statement

The City of Bethel released a request for proposal for a company to provide leveling Services to City Hall, and the Courthouse.

The City released a Request for proposal on June 26, 2025. Submissions for the RFP was required by August 4, 2025. The Review Team scored each the proposals as follows:

Company	Total Score	Proposal Cost
Company A	283	
Company B	272	
Company C	198	
Company D	230	
Company E	143	
Company F	No Qualified	

The City is seeking permission to negotiate and execute a contract with Company A.

**CITY OF BETHEL
BETHEL, ALASKA**



**REQUEST FOR PROPOSAL
LEVELING SERVICES
CITY HALL AND NORA GUINN COURTHOUSE**

RFP Issued:	June 26, 2025
Deadline for Questions:	July 25, 2025
Deadline for Pre-Award Protests:	July 25, 2025 2:00p
Proposal Due Date and Time:	August 4, 2025 2:00p
Proposal Due to:	purchasingagent@cityofbethel.net 300 Chief Eddie Hoffman HWY P.O. BOX 1388 Bethel, AK 99559

LEVELING SERVICES

Section 1 – Introduction

Section 1 - Objective

The City of Bethel is seeking qualified contractors to provide professional building leveling services for two municipal structures:

- **Bethel City Hall** – 300 Chief Eddie Hoffman Highway, approximately 7350 sq ft
- **Nora Guin Courthouse** – 204 Chief Eddie Hoffman Highway approximately 25,088 sq ft

City Hall Photos:



Nora Guin Courthouse Photos:



Both buildings have experienced noticeable settling and require elevation corrections to restore structural alignment and function. The work must be performed in a way that minimizes disruption to operations.

Section 2 – Scope of Work

A. The selected contractor will be responsible for the following tasks:

1. Assessment and Planning
 - Conduct a detailed site assessment of both facilities.
 - Develop and submit a work plan outlining leveling methods, safety procedures, and estimated timeframes.
 - Coordinate with City staff to schedule work around business operations if necessary.
2. Building Leveling
 - Perform precision laser leveling and re-alignment of the buildings to restore structural balance.
 - Adjust or shim as needed using appropriate materials.
 - Confirm leveling via industry-accepted tools and measurements.
3. Documentation and Reporting

- Provide a before-and-after leveling report for each site.
 - Submit documentation of materials used, work completed, and any recommended future adjustments.
4. Site Cleanup and Final Inspection
- Restore the worksite to a clean and safe condition after work is completed.
 - Participate in a final walkthrough with City representatives for acceptance of the work.

B. Timeline

- Preferred Completion Date: December 31, 2025
- Proposals that can guarantee completion within the 2025 calendar year will receive scoring preference (see Evaluation Criteria).
- Work may begin as early as contract execution and must be coordinated with the City to minimize operational interruptions.
- The expected contract execution date is August 12, 2025.

C. Contractor Requirements

- Submit and itemized summary of the costs and fees to be charged. Any conditions, qualifications or assumptions made in determining these costs should be identified.
- Demonstrated experience with structural leveling, especially on buildings constructed on treated wood pilings.
- Valid Alaska business license, City of Bethel Business Registration and bonding/insurance.
- Ability to provide references for at least three similar past projects.
- Submission of a proposal for leveling services is an acknowledgement by the proposer that a survey of the building was completed.

D. Proposal Evaluation Criteria

While price is the major consideration, the City will evaluate proposals based on the following weighted scoring matrix:

- The ability, capacity, and skill of the Contractor to perform the work.
- Whether the Contractor can perform the work promptly, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Contractor with laws and ordinances relating to the contract or service.
- The sufficiency of the financial resources and ability of the Contractor to perform the contract or provide the service.
- Such other information as may be secured having a bearing on the decisions to make the award

E. Site Visit

A pre-proposal site visit can be scheduled upon request. Contact the purchasing agent to coordinate.

F. Submission Requirements

Proposals must include:

- Completed proposal form (attached to the RFP)
- Detailed project timeline and work plan
- Breakdown of proposed costs
- Copies of relevant licenses and insurance
- Three references for similar work

Section 2- Instructions to Respondent

A. Questions or Clarifications

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted by email to the purchasing agent at purchasingagent@cityofbethel.net on or before the date and time deadline shown on the cover sheet of this RFP. In the Subject line, please put "Proposal: Leveling Services."

B. Protests

Protests regarding any alleged improprieties or ambiguities in this request for Proposal document must be filed with the purchasing agent no later than the date and time shown on cover page of this RFP. Information on how to file a protest can be found in section 4.20.270 of the Bethel Municipal Code. The Code may be found on the City's website: www.cityofbethel.org. The Code also describes the process for companies that wish to file post-selection protests.

C. Addenda

All interpretations or corrections, as well as any additional RFP provisions that the City may decide to include, will be made into an official addendum and posted on the City's website: www.cityofbethel.org for all parties to download.

It shall be the Respondent's responsibility to ensure that they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP.

Each Respondent must, in its Proposal, acknowledge receipt of all City addenda published, but the failure of a Respondent to receive, or acknowledge receipt of any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof. Completion and submission of Attachment A will satisfy this requirement.

The City will be bound by written addenda, not by oral responses to inquiries.

D. Conflict of Interest

All City of Bethel employees and Bethel City Council members adhere to and follow a Conflict of Interest Policy prohibiting them from directly or indirectly participating in procurement of a contract, if the city employee or council member knows, or should reasonably know that:

1. The city employee or council member or any member of the city employee's family has a financial interest pertaining to the anticipated contract.
2. Any other person, business, or organization with whom the city employee or council member or any member of their immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Violation of this policy by any Respondent is automatic grounds for disqualification of a Proposal and/or a breach of contract.

E. Inducement

All City of Bethel employees and Council Members adhere to and follow the Conflict of Inducements Policy that prohibits gratuities or offers of employment in connection with a decision, approval, disapproval, or recommendation regarding any matter which affects the City or which the City is negotiating. Any attempt by a Respondent to violate this policy is automatic grounds for disqualification of a Proposal.

F. Non-Collusion

Evidence of collusion or other anticompetitive practices among Respondents shall be grounds for disqualification.

G. Debarment

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and/or declared ineligible or voluntarily excluded from participation in any transaction by any State or Federal departments or agency. Submission is also an agreement that proposer will notify the City if there are any changes in company debarment status.

H. Good Standing

According to the Bethel Municipal Code 4.20.070: "No procurement contract may be awarded to a person, group, organization, or other entity that is delinquent in the payment or collection

of sales taxes, fees, charges, penalties, interest or other amounts that are due and owing, or otherwise obligated to the City, which is not remedied within ten (10) business days of notice to the contractor.” See Bethel Municipal Code on City website (www.cityofbethel.org).

I. Non-Discrimination

The City will not contract with any persons or entities that discriminate against employees or applicants for any reason other than those related to job performance. All prospective Respondents will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, creed, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, age, marital status, change in marital status, pregnancy, parenthood, disability status, genetic information, political affiliation or status as a disabled veteran.

J. Proposal Submission

All Proposals are due and must be delivered to the City Procurement office on or before the due date and time shown on the front cover of this RFP. Proposals submitted late or via oral, telephonic or telegraphic means **will not** be considered or accepted.

Prepare and submit the following items as part of the package: Attachment A Signature and Verification Form.

Each Respondent must submit one (1) Proposal by email, U.S. Postal Service, or private carrier. Proposals may be delivered either by hard copy or by electronic submission.

1) Email Submissions

Proposals may be submitted by email. Proposals submitted by email must be in either MS Word format or Adobe PDF format and sent by email to Purchasing Agent at purchasingagent@cityofbethel.net. The subject line of the email must read: “Proposals Leveling Services.” The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City will send an email acknowledging receipt of the Proposal.

2) Hard Copy Submissions

Proposals submitted in hard copy form must be in a sealed envelope marked: “Proposal: Leveling Services” and then list Respondent’s name, address and phone number.

Mail* completed Proposal packages to:
Purchasing Agent
City of Bethel
PO Box 1388
Bethel, AK 99559-1388

Deliver* to:
Purchasing Agent
City of Bethel
City Hall / 300 State Highway
Bethel, AK 99559-1388

* **NOTE:** This is rural Alaska. Mail is unpredictable and weather-dependent, as are the services of UPS, Fed-Ex, and other private carriers. Plan to submit the documents a few days early to ensure on time arrival. Even if mailed on time, there is no guarantee it will be received and in the City's possession by the deadline if sent too close to the deadline.

K. Withdrawal or Correction of Proposals

Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to Proposals submitted if prior to the submittal deadline.

L. One Proposal Accepted

The City will only accept one (1) Proposal per Respondent, including its subsidiaries, affiliated companies, organizations, or franchises.

M. Proposal Terms and Requirements

Proposals must be submitted by an official authorized to bind the Respondent.

N. Contract Commencement

Commencement of a contract shall not begin until all necessary documents are received and reviewed; and all City approvals have been completed, including City Council approval. Commencement of a contract without these requirements will be at the Respondent's sole risk and not compensated by the City.

Section 3 – Reservation of Rights

The City reserves the right to reject any Proposal, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any Proposal determined by the City to be in the best interest of the City. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response, shall be documented and included as part of the final contract.

The City reserves the right to accept any Proposal and to reject all Proposals in whole or in part and to waive any irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.

The City reserves the right not to consider any Proposal, which it determines to be unresponsive and/or deficient in any of the information requested within the RFP.

The City reserves the right to determine that a revised scope be implemented.

All Proposals become the property of the City of Bethel, whether awarded or rejected.

The accepting and opening of a Proposal document does not constitute the City's acceptance of the Respondent as a responsive and responsible Offeror. By accepting and opening of a Proposal, the City presumes the Respondents are familiar with the procurement documents and Chapter 4.20 Purchasing in the Bethel Municipal Code.

The selected Respondent will be required to provide the City an IRS form W-9 after award.

The City is tax exempt from all taxes. The Respondent, if awarded a contract for this work, shall be responsible for all taxes that may be applicable to this work.

A. Cost Liability

The City of Bethel assumes no responsibility or liability for costs incurred by a Respondent prior to execution of a Professional Services Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission, and selection process for the Proposal.

Attachment A

SIGNATURE AND VERIFICATION PAGE

By signing below, I hereby acknowledge the following:

1. Proposer, nor any of their representatives or third party mandated by Proposer, 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. Proposer has produced the Proposal 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 Proposal or to present a Proposal that does not comply, directly or indirectly, with specifications contained in the request for Proposals;
3. Neither the proposer nor any of its representatives engaged in discrimination, intimidating measures, influence peddling, corruption or entered any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.
4. If selected, proposer agrees that neither it nor any of its representatives will engage in discriminating against any person because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran.
5. Proposer has appropriately identified proprietary information. Proposer agrees, should the City comply with the Proposer's request for non-disclosure, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. The City shall have no obligation to withhold non-classified information from disclosure and may release the information sought without any liability to the City.

6. I have read and understand the requirements of this Request for Proposals and, that I, as the Proposer, will comply with all requirements and that I am duly authorized to execute this Proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.
7. Proposer's failure to certify to the statements in this attachment shall result in automatic rejection of the proposal.
8. If Proposer is found to have been in violation of any of the statements in this Attachment, the City shall automatically reject the proposal.
9. The City may cancel a contract if, during the course of the contract, the City finds Proposer to be in violation of any of the sworn statements required by this Attachment.

Acknowledgement of Receipt of Addenda

4. I hereby acknowledge receipt of all addenda issued and associated with the Request for Proposals for leveling Services.

Name (printed):	Title:
Company Name and Mailing Address:	Telephone Number:
	E-mail Address:
Authorized Signature:	

Attachment B

SIGNATURE AND VERIFICATION

Pursuant to and in compliance with the City of Bethel's Request for Proposals document, the undersigned hereby proposes to provide leveling services as specified in this Request for Proposals document for the total price given on this sheet.

Respondent Name (printed):	Title:
Company Name and Mailing Address:	Telephone Number: Fax Number: E-mail Address:
Signature:	

Attachment C Draft Contract for Services

DRAFT PROFESSIONAL SERVICES AGREEMENT FOR LEVELING SERVICES

This Agreement (hereafter “Agreement” or “Contract”) is entered into this _____ day of _____, 2025, by and between the City of Bethel, a municipal corporation (hereafter “City”) and _____ (hereafter “Contractor”)

Section 01. Scope of Services

Contractor will provide professional building leveling services for two municipal structures located on treated wood pilings:

- **Bethel City Hall** – 300 Chief Eddie Hoffman Highway
- **Nora Guin Courthouse** – 204 Chief Eddie Hoffman Highway

Both buildings have experienced noticeable settling and require elevation corrections to restore structural alignment and function. The work will be performed in a way that minimizes disruption to City operations. Contractor will be responsible for the following tasks:

1. **Assessment and Planning**
 - Conduct a detailed site assessment of both facilities.
 - Develop and submit a work plan outlining leveling methods, safety procedures, and estimated timeframes.
 - Coordinate with City staff to schedule work around business operations if necessary.
2. **Building Leveling**
 - Perform precision leveling and re-alignment of the buildings to restore structural balance.
 - Adjust or shim as needed using appropriate materials for treated wood piling structures.
 - Confirm leveling via industry-accepted tools and measurements.
3. **Documentation and Reporting**
 - Provide a before-and-after leveling report for each site.
 - Submit documentation of materials used, work completed, and any recommended future adjustments.
4. **Site Cleanup and Final Inspection**
 - Restore the worksite to a clean and safe condition after work is completed.
 - Participate in a final walkthrough with City representatives for acceptance of the work.

Section 02. Quality of Work and Standard of Performance

All services are expected to be performed to a professional standard suitable to the industry. Upon written notice to the Contractor and by mutual agreement of the parties, Contractor will correct, without additional compensation, those services not meeting such standards.

Section 03. Personnel

Contractor employees must be trained and should be experienced. A lead Contractor will be appointed. The lead Contractor's name and all personnel working under them shall be provided to the City. Changes in personnel will be communicated and approved by the City prior to the personnel beginning work on the Premises.

Section 04. Building Security

Building security is of the utmost importance, and lack of attention or carelessness in this area shall be cause for termination of the Agreement. Contractor shall keep the outside doors locked at all times if in the building performing work. Interior building doors will remain locked except while work in the immediate area is in progress. All doors will be locked when the Contractor leaves the building. Any fee required for a security check shall be the responsibility of the Contractor.

Section 05. Confidentiality

The locations covered under this Agreement maintain information confidential and not subject to public disclosure. As a result, and prior to initiation of the contract, the Contractor shall provide the City with a list of all persons who will be working on the premises. All persons working on the premises must undergo a security check.

Section 06. Timeline for Performance

Unless earlier terminated as set forth in this Agreement, all work shall be completed by December 31, 2025.

Section 07. Compensation

- A. Subject to the provisions of this Agreement, and consistent with the CONTRACTOR's bid, CITY shall pay CONTRACTOR _____ as outlined the CONTRACTOR's bid, all of which is herein incorporated by reference.
- B. Per diem, flights, and lodging costs must be included in the contract price. The CITY shall not pay for them directly.
- C. CONTRACTOR may use CITY's contract barge rate for shipping materials from Anchorage to Bethel on Alaska Marine Lines (AML).
- D. CONTRACTOR shall submit an itemized invoice to CITY at the end of performance. City payment will be processed promptly upon receipt of invoice and in no event will payment be issued more than thirty (30) days from receipt of invoice.
- E. The City prefers that invoices be sent by email to accountspayable@cityofbethel.net. On the invoice should be the words, "Charge to GL #XXX-XXXX." Invoices submitted by mail must be addressed as follows:

City of Bethel
Accounts Payable
PO Box 1388
Bethel AK 99559-1388

Section 08. Performance and Default

If, through any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall thereafter have the right to immediately terminate this Agreement by giving written notice to Contractor and specifying the effective date thereof. In such event, Contractor 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 to Contractor 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, Contractor shall be entitled to not less than thirty (30) days' written notice to cure any reasonably curable condition alleged to constitute a default by the City before a breach of this Agreement shall be declared by the City as a result thereof. In case of default by Contractor, the City may procure the services from other sources and hold Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by Contractor under this Agreement, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City may immediately cease doing business with Contractor, immediately terminate for cause all existing contracts the City has with Contractor, and debar Contractor from doing future business with the City.

Section 09. Termination of Contract

- A. Termination for Convenience: The City may unilaterally terminate this Agreement at any time without cause by providing one hundred twenty (120) calendar days' written notice from City to the Contractor. If the Agreement is terminated by the City for convenience, Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. Termination of this Agreement, either with or without cause, shall not form the basis for loss of anticipated profits by either party.
- B. Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Contractor shall violate any of the covenants, terms, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with the compensation terms of this Agreement only for work completed to the City's satisfaction consistent with this Agreement.
- C. Termination for Non-Availability of Government Funds: If the City Council fails to appropriate sufficient funds or fails to authorize the expenditure of sufficient funds to continue services under this Agreement, the City may submit a written notice to the Contractor terminating this Agreement. Such notice shall be in writing and shall be sent out 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, such as a City Council action memorandum, official budget, or other official government document. The City shall be liable to Contractor for all charges and costs incurred for services rendered prior to the effective date of the termination.

Section 10. Amendments and Modifications

The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into the Agreement by written amendments. The party seeking to modify the Agreement shall provide the other party with thirty (30) days' written notice of the proposed modification.

Section 11. Equal Employment Opportunity

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.

Section 12. Health and Safety

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.

Section 13. Assignability

No assignment of the Contractor's obligations, nor the Contractor's right to receive payment under this Agreement, shall be permitted unless otherwise agreed to in writing by the City; provided, however, that claims for money due or to become due to the Contractor under this Contract may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any monies due the assignee of this Contract which are paid directly to the Contractor.

- A. Key Personnel: Contractor shall not substitute key personnel assigned to the performance of this Agreement without prior written approval by the City. The individuals designated as key personnel for purposes of this Agreement are those specified in advance to the City consistent with the personnel requirements of this Agreement.
- B. Subcontracting: Work proposed to be performed under this Agreement by the Contractor or its employees shall not be subcontracted without prior written approval by the City.

Section 14. Contractor to Remain in Good Standing

Contractor shall remain a contractor in good standing with the City. If at any time during the term of this Agreement, Contractor becomes delinquent in the payment or collection of sales taxes, fees, penalties, interest, or other amounts due or owing to the City, the City shall provide notice of termination of this Agreement for cause.

Section 15. Permits, Laws, and Taxes

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of provider's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. Prior to commencing any work for the City, Contractor shall provide the City with a copy of Contractor's current State of Alaska Business License, and a copy of insurance certificates indicating compliance with all insurance requirements of this Agreement.

Section 16. Relationship of the Parties: Independent Contractor

City and Contractor agree that the Contractor is an independent contractor and shall not represent itself as an agent or employee of the City for any purpose in the performance of the Contractor's duties under this Agreement. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to the City under this Agreement. The City may administer this Agreement and monitor the Contractor's compliance with it but shall not supervise or otherwise direct the Contractor.

Section 17. Agreement Administration

The on-call Property Maintenance Worker shall be the City's representative in administering this Contract. He can be reached at _____. _____ will be the Contractor's representative and can be reached at _____.

Section 18. Defense and Indemnification

Except for the sole negligence of the City and to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City and any of the City's applicable subsidiaries, from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with contract services or supplies provided by, or performed under this contract by the Contractor, its agents, sub-contractors, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this contract 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 the City.

Section 19. Insurance

Contractor must be able to show proof of and maintain the following insurance coverages and adhere to the requirements contained in this section.

1. General Liability: \$1,000,000 per occurrence;
2. Worker's Compensation (statutory) Employer's Liability: \$1,000,000.

The City of Bethel shall be named as an additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

Section 20. Causes Beyond Control

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Contractor as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City has sole discretion to determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

Section 21. Jurisdiction and Choice of Law

The law of the State of Alaska shall govern the rights and obligations of the parties. Any civil action arising from this Agreement shall be brought in the superior court for the State of Alaska, Fourth Judicial District at Bethel.

Section 22. Time Bar to Legal Action

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the earlier of the date of substantial completion of services or the date of termination of the Agreement.

Section 23. Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, and not for or against any party.

Section 24. Audit Rights and Records Retention

The City reserves the right at its own expense to conduct an annual audit relating to the actions performed on behalf of the City by an external expert and/or industry professional at any time for any reason. For all services being provided hereunder, City shall have the right to inspect, examine, audit, and make copies of any and all books, accounts and invoices, records and other writing relating to the performance of the Services. Contractor must make the materials to be reviewed available within one (1) week of the City requesting them. Contractor shall retain copies of all records submitted by or on behalf of the City for a minimum of three (3) years.

Section 25. City Not Responsible for Expenses

City shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless otherwise agreed to in writing.

Section 26. Severability

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

Section 27. Understanding

Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review it with counsel of their choice, and is entering into this Agreement of their own free will.

Section 28. Notices

Any notice required pertaining to the subject matter of this Agreement shall be delivered or mailed by both email and prepaid first class, registered, or certified mail to the following addresses:

FOR CITY

City of Bethel

Attn: City Manager

PO Box 1388

Bethel, AK 99559

citymanager@cityofbethel.net

FOR CONTRACTOR:

Section 29. Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute the waiver of the provisions, or in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection thereof.

Section 30. Non-Exclusive Agreement

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

Section 31. Integration

This Agreement and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein.

Section 32. Titles, Headings, and Subheadings

The titles, headings, and subheadings in this Agreement are not to be construed as limitations, definitions, or obligations and are to be used for identification purposes only.

Section 33. Counterparts

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 34. Authorized Signatories

The signatories to this Agreement represent that they are fully authorized to enter into this Agreement on behalf of the respective parties.

CITY OF BETHEL

Lori Strickler
City Manager

CONTRACTOR

**Request for Proposal
City of Bethel Leveling Services
City Hall and Nora Guinn Courthouse
Addendum #1
[7/2/2025]**

Question 1. Are there any building and structural plans available for these buildings?

Answer 1. No, there are no building or structural plans for either of the buildings. To schedule this visit, reach out to Jason Spann at *jspann@cityofbethel.net* or (907)-545-3282.

Question 2. What is the budget for the project.

Answer 2. The City does not have funding approval for the project, Administration will present a budget modification to fund the project following the completion of the solicitation process.

Request for Proposal
City of Bethel Leveling Services
City Hall and Nora Guinn Courthouse
Addendum #2
7/8/2025

Question 1. Is there a scoring tabulation sheet that will further define the scoring structure?

Evaluation Category	Maximum Points	Evaluation Description
1. Experience and Qualifications	20 points	Contractor's demonstrated experience leveling buildings on treated wood pilings. Quality of past work.
2. Methodology and Work Plan	20 points	Quality, clarity, and feasibility of the proposed approach and work plan. Includes safety, tools, and timeline.
3. Timeline for Completion	15 points	Points awarded based on ability to complete project within the 2025 calendar year. See breakdown below.
4. Cost Proposal	40 points	Total cost and cost-effectiveness of the proposal. Reasonableness of pricing based on scope.
5. References	5 points	Feedback from past clients on similar projects, timeliness, communication, and work quality.
TOTAL POSSIBLE POINTS	100 points	

Scoring Breakdown for Timeline for Completion

Timeline Proposed	Points Awarded
Guaranteed completion in 2025	15 points
Completion between Jan–Mar 2026	10 points
Completion after March 2026	5 points
No guaranteed timeline provided	0 points

Request for Proposal
City of Bethel Leveling Services
City Hall and Nora Guinn Courthouse
Addendum #3
7/15/2025

Question 1. What are the building dimensions?

Response: City Hall: (120' – 6" x 61' – 0")

Courthouse First Floor: (128' - 0" x 148' – 5" Larger section) (47' – 6" x 64' – 0" Smaller Section)

Courthouse Second Floor: (47' – 6" x 15' – 0")

See Attachments for images.

Question 2. What is the previous work history on the water and sewer lines?

Response: The water and sewer lines were installed around 2020 and have not had any additional substantial work on them.

Question 3. During the leveling of City Hall, can the vehicles be parked away from the building instead of against it?

Response: Yes, vehicles can be redirected to park in an adjacent parking lot.

Question 4. Under the contractor requirements it states, "Submission of a proposal for leveling services is an acknowledgement by the proposer that a survey of the building was completed." What type of survey is it? (Structural, land, etc...)

Response: Leveling Survey.

Question 5. The courthouse is held up by metal (Referred to as I or H shaped) beams, how far down approximately do they go?

Response: Unknown

Question 6. Is there any history of windows breaking/ Being broken previously during the leveling of these buildings?

Response: No, not to the knowledge of current city employees.

Question 7. When were the pictures in the RFP taken?

Response: The pictures were taken in 2024.

Question 8. What are the wires under the front right side of the Courthouse?

Response: The City does not know what the wires are but they must remain intact and undisturbed during the leveling of the project.

Question 9. Is there a way to access the crawl space in the Courthouse?

Response: Yes, there is. If a walkthrough is scheduled, access to the crawl space will be showcased.

Question 10. Is there a possibility of getting a housing situation sorted out if the contract is awarded?

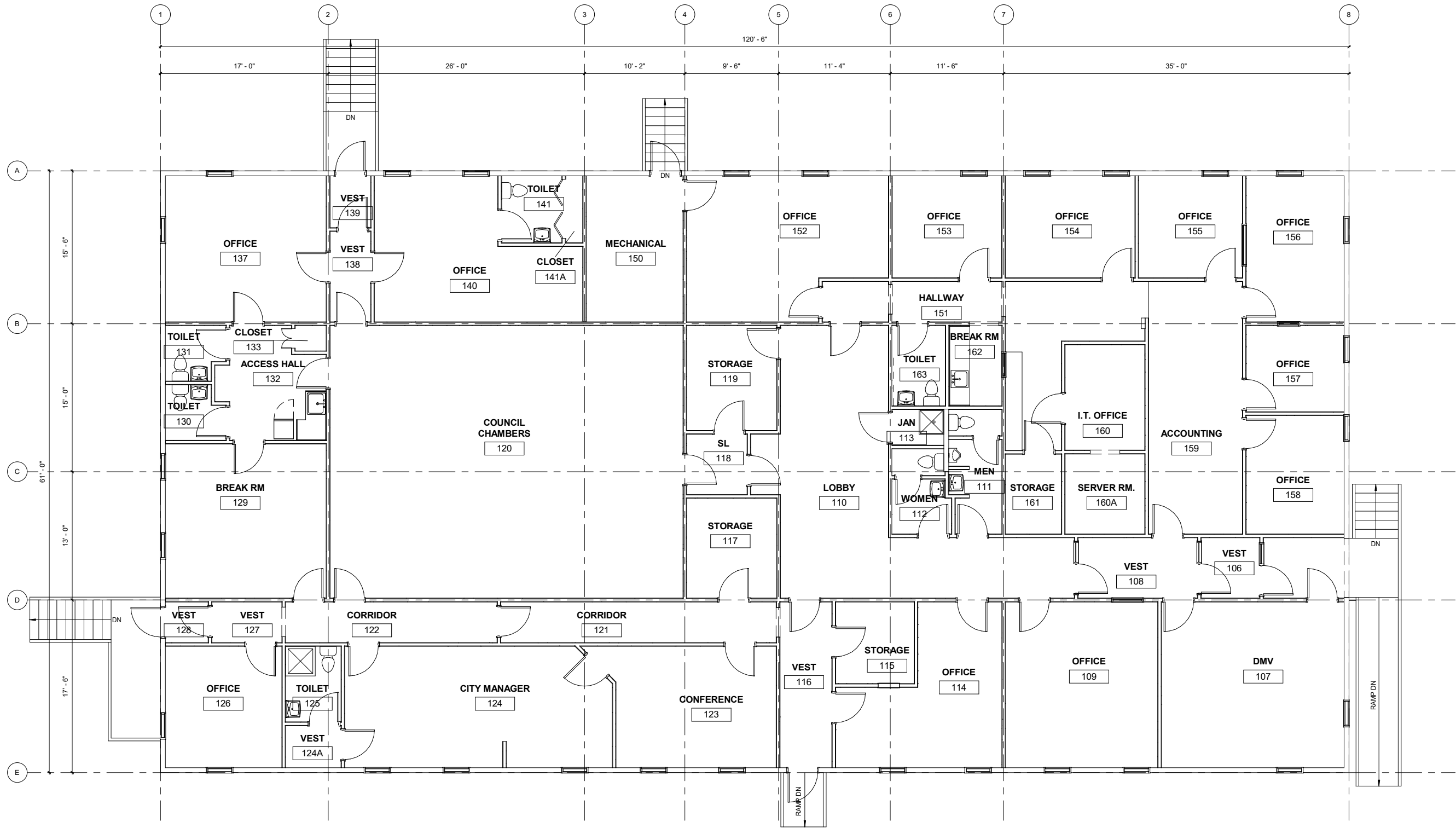
Response: The contractor should assume that housing will not be provided as part of the award.

Question 11. Who would be a geologist to contact to get information on the ground under the buildings?

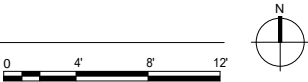
Response: The City does not have contact information for a geologist.

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Plot Date Time: 10/29/2021 9:24:34 AM



1 CITY HALL - LEVEL 1
A101 3/16" = 1'-0"



Architects Alaska.
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907.272.3567 907.277.1732 fax
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907.373.7503 907.376.3166 fax
104 E. Main Street, Suite 209
Bozeman, Montana 59715
406.404.1588
www.architectsalaska.com



NOT FOR
CONSTRUCTION

CIT OF BETHEL
CITY HALL
BETHEL, ALASKA

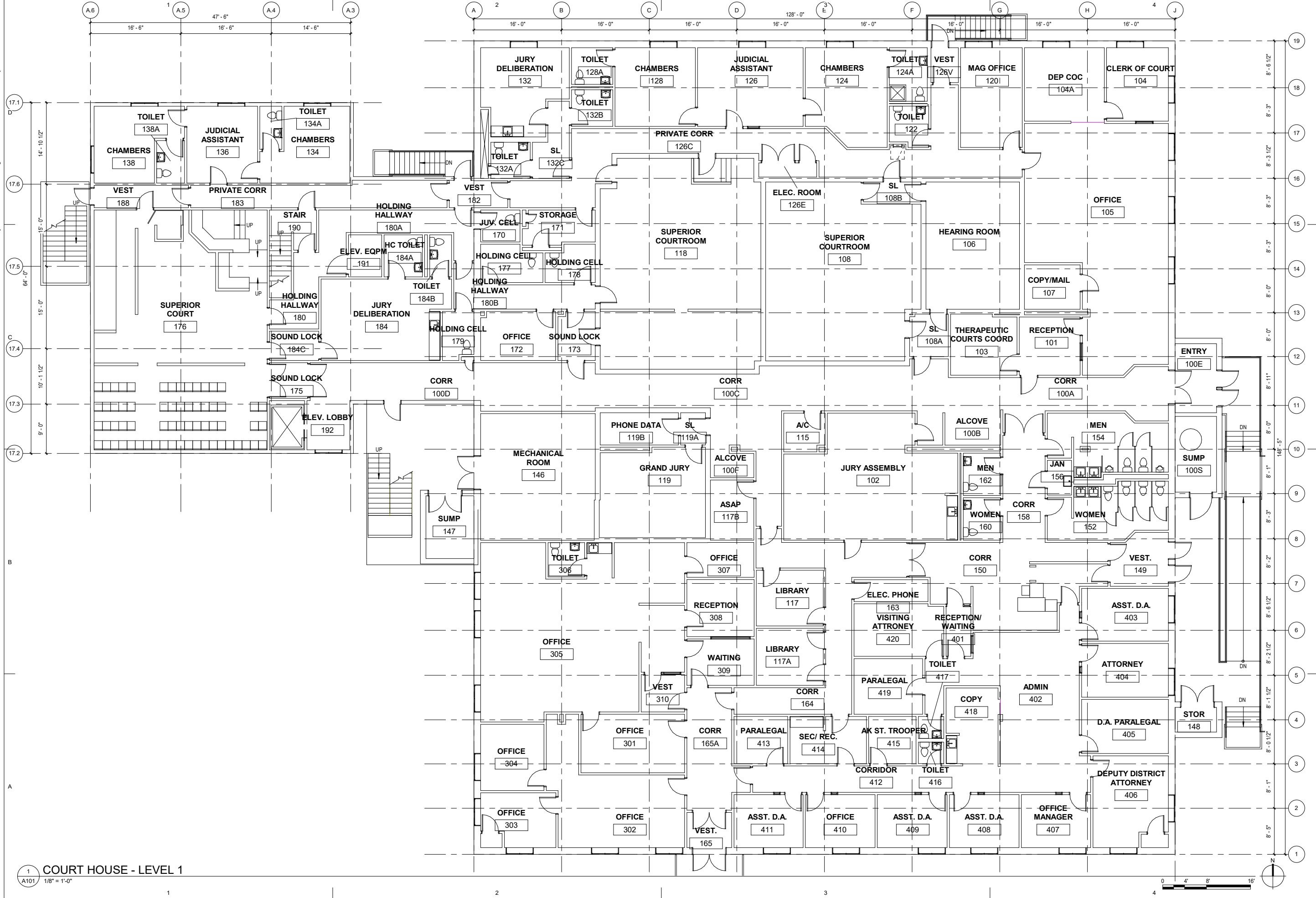
Revisions		
No.	Description	Date

Drawn by BLW	Date 09/23/21
Checked SAS	Job No. 18020.01

Sheet Contents
FLOOR PLAN

Sheet No.
A101-CH

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NOT FOR
CONSTRUCTION

CITY OF BETHEL
COURT HOUSE
BETHEL, ALASKA

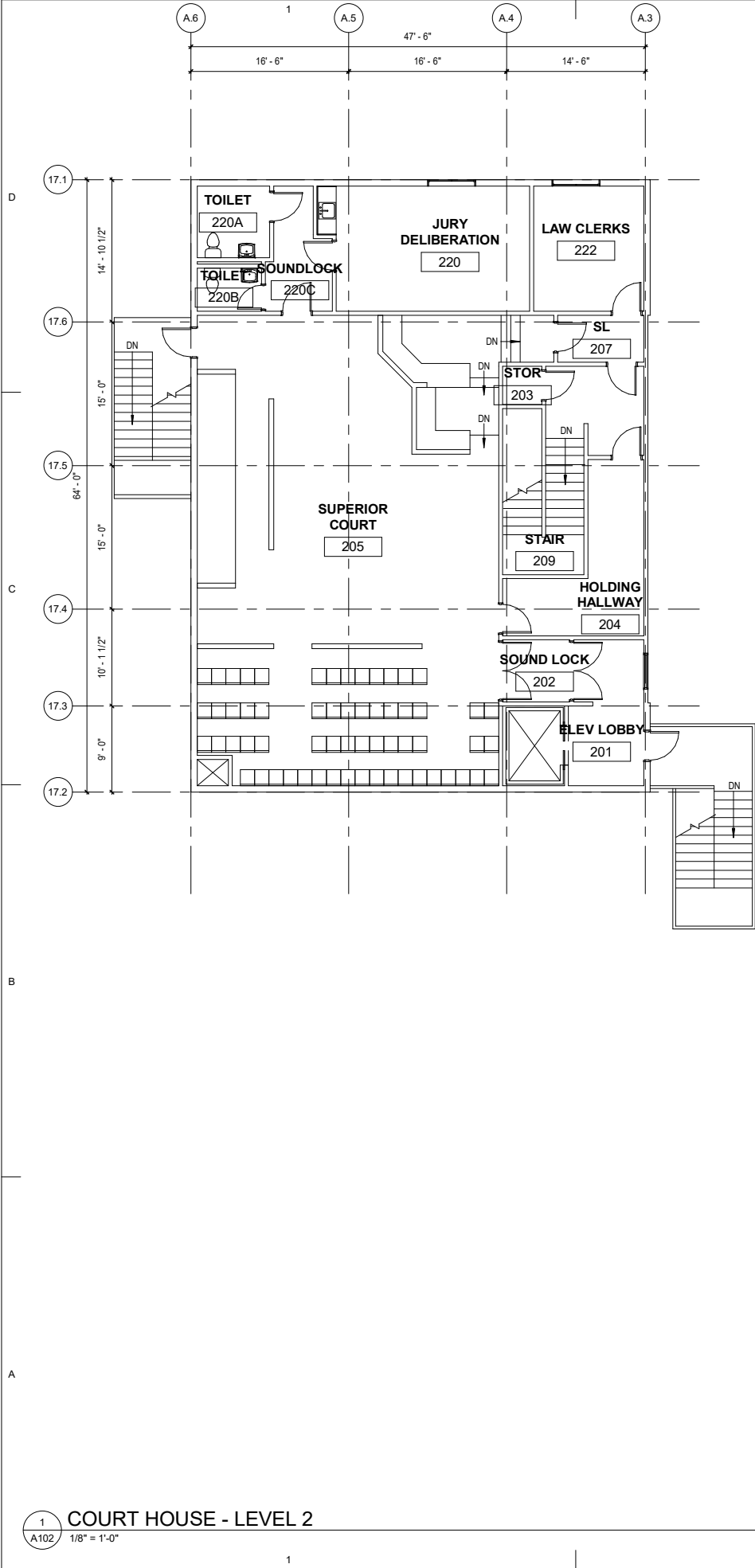
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No.	Description	Date

Drawn by BLW	Date 09-29-21
Checked SAS	Job No. 18020.07

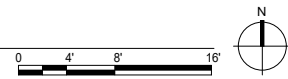
Sheet Contents FLOOR PLAN

Sheet No.
A101-AC

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Plot Date Time: 10/29/2021 9:08:21 AM



1 COURT HOUSE - LEVEL 2
A102 1/8" = 1'-0"



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NOT FOR
CONSTRUCTION

CITY OF BETHEL
COURT HOUSE
BETHEL, ALASKA

Revisions		
No.	Description	Date

Drawn by BLW	Date 09-29-21
Checked SAS	Job No. 18020.07

Sheet Contents 2ND FLOOR PLAN

Sheet No.
A102-AC

PROFESSIONAL SERVICES AGREEMENT FOR LEVELING SERVICES

This Agreement (hereafter “Agreement” or “Contract”) is entered into this _____ day of _____, 2025, by and between the City of Bethel, a municipal corporation (hereafter “City”) and _____ (hereafter “Contractor”)

Section 01. Scope of Services

Contractor will provide professional building leveling services for two municipal structures located on treated wood pilings:

- **Bethel City Hall** – 300 Chief Eddie Hoffman Highway
- **Nora Guin Courthouse** – 204 Chief Eddie Hoffman Highway

Both buildings have experienced noticeable settling and require elevation corrections to restore structural alignment and function. The work will be performed in a way that minimizes disruption to City operations. Contractor will be responsible for the following tasks:

- 1. Assessment and Planning**
 - Conduct a detailed site assessment of both facilities.
 - Develop and submit a work plan outlining leveling methods, safety procedures, and estimated timeframes.
 - Coordinate with City staff to schedule work around business operations if necessary.
- 2. Building Leveling**
 - Perform precision leveling and re-alignment of the buildings to restore structural balance.
 - Adjust or shim as needed using appropriate materials for treated wood piling structures.
 - Confirm leveling via industry-accepted tools and measurements.
- 3. Documentation and Reporting**
 - Provide a before-and-after leveling report for each site.
 - Submit documentation of materials used, work completed, and any recommended future adjustments.
- 4. Site Cleanup and Final Inspection**
 - Restore the worksite to a clean and safe condition after work is completed.
 - Participate in a final walkthrough with City representatives for acceptance of the work.

Section 02. Quality of Work and Standard of Performance

All services are expected to be performed to a professional standard suitable to the industry. Upon written notice to the Contractor and by mutual agreement of the parties, Contractor will correct, without additional compensation, those services not meeting such standards.

Section 03. Personnel

Contractor employees must be trained and should be experienced. A lead Contractor will be appointed. The lead Contractor's name and all personnel working under them shall be provided to the City. Changes in personnel will be communicated and approved by the City prior to the personnel beginning work on the Premises.

Section 04. Building Security

Building security is of the utmost importance, and lack of attention or carelessness in this area shall be cause for termination of the Agreement. Contractor shall keep the outside doors locked at all times if in the building performing work. Interior building doors will remain locked except while work in the immediate area is in progress. All doors will be locked when the Contractor leaves the building. Any fee required for a security check shall be the responsibility of the Contractor.

Section 05. Confidentiality

The locations covered under this Agreement maintain information confidential and not subject to public disclosure. As a result, and prior to initiation of the contract, the Contractor shall provide the City with a list of all persons who will be working on the premises. All persons working on the premises must undergo a security check.

Section 06. Timeline for Performance

Unless earlier terminated as set forth in this Agreement, all work shall be completed by December 31, 2025.

Section 07. Compensation

- A. Subject to the provisions of this Agreement, and consistent with the CONTRACTOR's bid, CITY shall pay CONTRACTOR _____ as outlined the CONTRACTOR's bid, all of which is herein incorporated by reference.
- B. Per diem, flights, and lodging costs must be included in the contract price. The CITY shall not pay for them directly.
- C. CONTRACTOR may use CITY's contract barge rate for shipping materials from Anchorage to Bethel on Alaska Marine Lines (AML).
- D. CONTRACTOR shall submit an itemized invoice to CITY at the end of performance. City payment will be processed promptly upon receipt of invoice and in no event will payment be issued more than thirty (30) days from receipt of invoice.
- E. The City prefers that invoices be sent by email to accountspayable@cityofbethel.net. On the invoice should be the words, "Charge to GL #XXX-XXXX." Invoices submitted by mail must be addressed as follows:

City of Bethel
Accounts Payable
PO Box 1388
Bethel AK 99559-1388

Section 08. Performance and Default

If, through any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall thereafter have the right to immediately terminate this Agreement by giving written notice to Contractor and specifying the effective date thereof. In such event, Contractor 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 to Contractor 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, Contractor shall be entitled to not less than thirty (30) days' written notice to cure any reasonably curable condition alleged to constitute a default by the City before a breach of this Agreement shall be declared by the City as a result thereof. In case of default by Contractor, the City may procure the services from other sources and hold Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by Contractor under this Agreement, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City may immediately cease doing business with Contractor, immediately terminate for cause all existing contracts the City has with Contractor, and debar Contractor from doing future business with the City.

Section 09. Termination of Contract

- A. Termination for Convenience: The City may unilaterally terminate this Agreement at any time without cause by providing one hundred twenty (120) calendar days' written notice from City to the Contractor. If the Agreement is terminated by the City for convenience, Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. Termination of this Agreement, either with or without cause, shall not form the basis for loss of anticipated profits by either party.
- B. Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Contractor shall violate any of the covenants, terms, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with the compensation terms of this Agreement only for work completed to the City's satisfaction consistent with this Agreement.
- C. Termination for Non-Availability of Government Funds: If the City Council fails to appropriate sufficient funds or fails to authorize the expenditure of sufficient funds to continue services under this Agreement, the City may submit a written notice to the Contractor terminating this Agreement. Such notice shall be in writing and shall be sent out 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, such as a City Council action memorandum, official budget, or other official government document. The City shall be liable to Contractor for all charges and costs incurred for services rendered prior to the effective date of the termination.

Section 10. Amendments and Modifications

The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into the Agreement by written amendments. The party seeking to modify the Agreement shall provide the other party with thirty (30) days' written notice of the proposed modification.

Section 11. Equal Employment Opportunity

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.

Section 12. Health and Safety

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.

Section 13. Assignability

No assignment of the Contractor's obligations, nor the Contractor's right to receive payment under this Agreement, shall be permitted unless otherwise agreed to in writing by the City; provided, however, that claims for money due or to become due to the Contractor under this Contract may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any monies due the assignee of this Contract which are paid directly to the Contractor.

- A. Key Personnel: Contractor shall not substitute key personnel assigned to the performance of this Agreement without prior written approval by the City. The individuals designated as key personnel for purposes of this Agreement are those specified in advance to the City consistent with the personnel requirements of this Agreement.
- B. Subcontracting: Work proposed to be performed under this Agreement by the Contractor or its employees shall not be subcontracted without prior written approval by the City.

Section 14. Contractor to Remain in Good Standing

Contractor shall remain a contractor in good standing with the City. If at any time during the term of this Agreement, Contractor becomes delinquent in the payment or collection of sales taxes, fees, penalties, interest, or other amounts due or owing to the City, the City shall provide notice of termination of this Agreement for cause.

Section 15. Permits, Laws, and Taxes

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of provider's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. Prior to commencing any work for the City, Contractor shall provide the City with a copy of Contractor's current State of Alaska Business License, and a copy of insurance certificates indicating compliance with all insurance requirements of this Agreement.

Section 16. Relationship of the Parties: Independent Contractor

City and Contractor agree that the Contractor is an independent contractor and shall not represent itself as an agent or employee of the City for any purpose in the performance of the Contractor's duties under this Agreement. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to the City under this Agreement. The City may administer this Agreement and monitor the Contractor's compliance with it but shall not supervise or otherwise direct the Contractor.

Section 17. Agreement Administration

The on-call Property Maintenance Worker shall be the City's representative in administering this Contract. He can be reached at _____. _____ will be the Contractor's representative and can be reached at _____.

Section 18. Defense and Indemnification

Except for the sole negligence of the City and to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City and any of the City's applicable subsidiaries, from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with contract services or supplies provided by, or performed under this contract by the Contractor, its agents, sub-contractors, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this contract 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 the City.

Section 19. Insurance

Contractor must be able to show proof of and maintain the following insurance coverages and adhere to the requirements contained in this section.

1. General Liability: \$1,000,000 per occurrence;
2. Worker's Compensation (statutory) Employer's Liability: \$1,000,000.

The City of Bethel shall be named as an additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

Section 20. Causes Beyond Control

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Contractor as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City has sole discretion to determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

Section 21. Jurisdiction and Choice of Law

The law of the State of Alaska shall govern the rights and obligations of the parties. Any civil action arising from this Agreement shall be brought in the superior court for the State of Alaska, Fourth Judicial District at Bethel.

Section 22. Time Bar to Legal Action

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the earlier of the date of substantial completion of services or the date of termination of the Agreement.

Section 23. Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, and not for or against any party.

Section 24. Audit Rights and Records Retention

The City reserves the right at its own expense to conduct an annual audit relating to the actions performed on behalf of the City by an external expert and/or industry professional at any time for any reason. For all services being provided hereunder, City shall have the right to inspect, examine, audit, and make copies of any and all books, accounts and invoices, records and other writing relating to the performance of the Services. Contractor must make the materials to be reviewed available within one (1) week of the City requesting them. Contractor shall retain copies of all records submitted by or on behalf of the City for a minimum of three (3) years.

Section 25. City Not Responsible for Expenses

City shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless otherwise agreed to in writing.

Section 26. Severability

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

Section 27. Understanding

Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review it with counsel of their choice, and is entering into this Agreement of their own free will.

Section 28. Notices

Any notice required pertaining to the subject matter of this Agreement shall be delivered or mailed by both email and prepaid first class, registered, or certified mail to the following addresses:

FOR CITY

City of Bethel

Attn: City Manager

PO Box 1388

Bethel, AK 99559

citymanager@cityofbethel.net

FOR CONTRACTOR:

Section 29. Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute the waiver of the provisions, or in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection thereof.

Section 30. Non-Exclusive Agreement

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

Section 31. Integration

This Agreement and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein.

Section 32. Titles, Headings, and Subheadings

The titles, headings, and subheadings in this Agreement are not to be construed as limitations, definitions, or obligations and are to be used for identification purposes only.

Section 33. Counterparts

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 34. Authorized Signatories

The signatories to this Agreement represent that they are fully authorized to enter into this Agreement on behalf of the respective parties.

CITY OF BETHEL

Lori Strickler
City Manager

CONTRACTOR

City of Bethel, Alaska

City Manager's Office August 27- September 2, 2025

Personnel

City Spirit Award

Please thank and congratulate the City Spirit Award Winners for this period.

The City Spirit Award recognizes exceptional contributions made by city employees and volunteers who go above and beyond the expectations of their role. This award celebrates individuals who demonstrate outstanding dedication and commitment to improving our community and making a lasting impact.



Bruce Claypool, Fire Department Volunteer: As an EMS instructor Bruce has been teaching EMT classes which allows the staff to concentrate on other operational needs. He also served as the public safety department and State Trooper Chaplain, a proven vital asset to our community's team of first responders.



Cindy Sharp, Deputy Director of Finance (left): Always willing to lend a hand not only to her team, but other departments to help ensure the job gets done!

Jen Charlie, Accounting Specialist II (right): Successfully lead a significant transition in payroll and timekeeping and made important improvements to the accounts payable system, helping ensure the City's financial processes remain accurate and up to date.

		
Gary Poe, Facility Maintenance: Gary has demonstrated patience, respect, and enthusiasm, setting a standard for others to follow as he grows a new team of facility maintenance employees!	Jonathan Smith, Evidence Custodian: Jonathan has an excellent attitude, strong work ethic, and a willingness to take on duties beyond the job description in support of the team's mission.	Pauline Boratko, Planning Department Administrative Assistant: Pauline went beyond her role to coordinate this year and prior year Fourth of July Celebrations. Her enthusiasm is truly inspirational, and we are grateful for her continued care and commitment to our community.

Police Sergeant- With the approval of the last budget modification, the City has provided notice to the employees of the police sergeant position vacancy.

Accountant- The City has provided an offer of employment to a Certified Public Accountant to fill the accountant position. The employee will be working under part time remote employment and will not be entitled to the standard benefits package, to include health insurance, as full-time employees.

Piped Utility- The City of Bethel, Piped Utility Foreman, Glenn Myers, has been working closely with the Tundra Center to help fill in the blanks with operational tasks. He is working with two to three tundra center clients, some of which have since been onboarded as employees. We hope to continue this relationship!

Jesuit Volunteer Community Parks and Recreation started working with us last month. They will be working on programing with the Community Parks and Recreation Department.

Other Awards

Thomas Haviland, Captain of the Fire Department, and Bruce Claypool, Volunteer, received the *Sikorsky Aircraft Rescue* award for a lifesaving mission they supported in May of 2025.

Initiated in 1950, the Winged-S Rescue Award carries the spirit and vision of aviation pioneer Igor Sikorsky, and honors individuals who directly perform a lifesaving rescue flying a Sikorsky helicopter.

To date, more than two million lives around the globe have been saved by extraordinarily courageous men and women who put themselves at risk to save others from mishaps, natural disasters or the threat of enemy action. Great job team!



Projects

Ptarmigan Street Culvert Project

Project Summary: Installation of a 9'x12'x110' road crossing culvert on Ptarmigan Road.

Budget: \$3,000,000

During the last rainstorm the site experienced some setbacks as the water came over the temporary dam. The City's engineer did a site inspection when it was safe to do so and confirm the integrity of the culvert was not impacted.

KNIK construction will be completed with the culvert installation on 9/6/2025. We will not initiate construction on the West Culvert until the spring of 2026 as we do not yet have site control of the easement necessary to perform the work. We are still waiting for BIA to order the appraisal for the land which is expected to take 1-2 weeks. We then need to negotiate with the property owner the price for the land transfer, then await BIA review and approval. KNIK will be ready to initiate construction well before that timeline. We did not feel it is appropriate to hold them at the job site with so many unknowns. They indicated they would be able to complete construction



with minimal financial impacts for mobilization and demobilization. At this point, Administration believes the current budget to be enough to support the land purchase, and the mobilization costs.

YK Recreation Center Expansion

Project Summary: Expand the YK Fitness Center

Budget: \$10,000 confirmed and \$6,000,000 pledged by council if necessary.

All of the necessary materials made it to the barge for timely delivery to Bethel. The team plans to begin driving pilings in January. We will be working to identify an appropriate laydown yard for future materials. We will have a monthly meeting with the construction team until construction is completed.

Animal Control Shelter

Project Summary: Construction of a new Animal Control Center and Demolish the current facility.

Budgeted: \$2.75 million, \$250,000 from a Rasmuson Grant.

Administration will be meeting with the contractors to discuss the new design standards Wednesday, September 3rd.

Leveling Services for City Hall and Nora Guinn Courthouse

The City Council will be presented with an AM for a contract approval to initiate the repair work. The City Manager neglected to include a budget amendment request during the last city council meeting to account for the

Long Term Parking Permits Port

After a meeting with the Police Department, it was determined we need to strengthen our signage for long-term parking to begin issuing citations to make sure the penalty was outlined. Those signs have been ordered and will be installed as soon as they are received.

Nuisance Abatement Procedures

The City had planned abatement of one property scheduled for the week of 9/2/2025 however on August 29, the property owner brought a plan for cleanup to the City and requested an extension. While the City could have proceeded with the corrective action against the violation, the Administration provided an additional week for the property owner to make significant improvement. The City Manager will meet with the property owner at the property on September 8th

The Council has another abatement hearing schedule for September 4, 2025. The Administration is working with a few of the property owners to address the nuisances as of last week. We will be presenting an update at the hearing.

Roads & Dust Control

Met with EK35 contractor; next application delayed until June to maximize effectiveness and reduce costs. Gravel source material will be shipped this week for them to test to help ensure the next application meets the standards of the roadway.

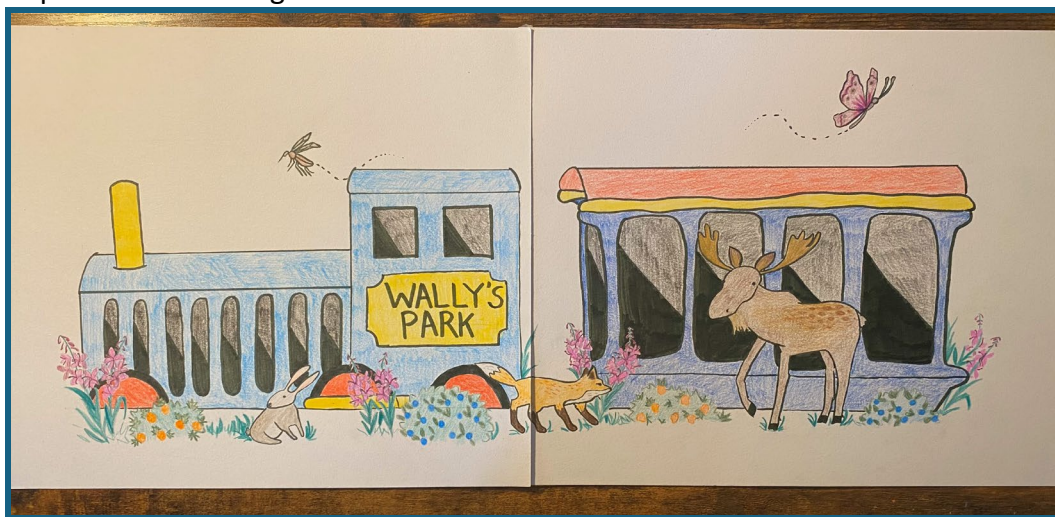
Tundra Ridge Road remains a challenge. We plan to use dust control grant funds to cap the road with new gravel (~\$300,000 for one mile). Current material doesn't bind well with dust control products.

Derelict Vessels

Drafted MOU with Joe Dale for vessel dismantling site (requirement for the grant application-yes still in the application phase); shared with granting agency. Reached out to ONC and AVCP to see if they have information on the site. ONC provided extensive vessel records which has been shared with the team.

Parks

Wally's Park Fence is getting an upgrade! The City will be working with Sally Peters' the fence artist to paint the following mural:



We are also identifying locations for the planning of trees.

General

Bethel Heights Water Treatment Plant

The Bethel Heights Water Treatment Plant unexpectedly lost water pressure on Friday evening at approximately 11:30p. A team responded to the plant within thirty minutes of when the pressure loss was identified. They attempted to identify the issue and attempted to contact contractors but were not successful. Here is the summary of what was provided to us by the contractor, Travis Havemeister:

Background:

The pressure pumps, valves, and high flow pumps for distribution loops(A,B,C(Future)) from the Bethel Heights Water Plant are controlled from the control panel located directly across from the MCC at the plant. This panel was originally installed in 2007. The panel was modified in 2024 to add support for the High Flow Pump, Valves & Loop C circulation pump. Parts upgraded/added in 2024 are marked in blue.

Incident:

Bill Arnold contacted me Saturday morning after the system stopped the previous night. I was able to remotely access the controller and view the faults on the PLC. After working with Bill to perform additional troubleshooting steps and pursuing some dead ends, we were able to determine that the analog card responsible for reading system pressure and flows had failed (Marked in Red). I assisted Bill in running the pumps manually and was then able to procure a spare card from our inventory and gold streak it out that afternoon.

The following day Bill installed the card, and the resumed automatic operation.

Recommendations:

Spare Parts

The system is designed to stop when any card is faulted or an unknown state. This is to prevent unintentional operation(Over Pressurization, Dry Running, etc.) when the full state of the system is unknown. While the individual components of the control panel don't have a rated lifetime or cycles, the bulk of the panel contains parts installed in 2007 and failure rate increases with age. After discussing with Bill, we ordered a spare analog card for the city to keep on hand for future incidents. I anticipate substantial modifications/replacement of this panel will be performed with the upcoming WTP upgrades.

Manual Operation

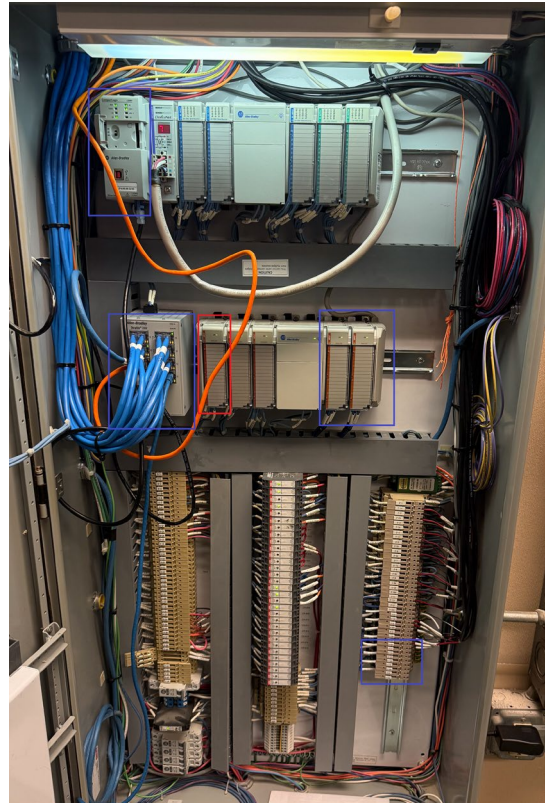
The pressure pumps and circulation pumps can be run manually in a reduced capacity. I would recommend that a process be in place and operators practice and are familiar with manual operation for any future incidents.

Energy Use AI

Months ago, Huberto Garcia, Ph.D. with Idaho National Laboratory, reached out to see if they could coordinate a site visit to Bethel to initiate a discussion of AI integration with community wide energy use. The dates have been set for September. They are working with LKSD to provide some training/explanation sessions to students while they are here.

Landfill/ONC Partnerships

Eddie Havinar, Landfill Manager, and the City Manager met with Backhaul Alaska, a nonprofit organized to help communities organize backhaul of materials to extend the life of community landfills. They are looking for partnerships to initiate an electronic waste removal from the region for three summers. This trip was fact finding for them, but we said we would be happy to work with



them when the time comes. They will be focusing on the surrounding communities mostly but may need a place to park some connexes.

Similarly, ONC has a different grant that supports the efforts here in town. They reached out to see if we would have available space for their connexes-we said yes! We will also be reaching out to ONC to see if we can help get the "Flying Can" program to have more users and have historically offered ONC our bailer but will be offering it again to the new administration. We got it through a grant but no longer have recycling at our landfill.

Water/Sewer Information / Bulky Item Pick up

We are so close to being ready to launch our water/sewer information pages! We are also going to do a short video explanation on the service and mainlines and maintenance of the lines with KYUK. We will be doing the same with our bulky item pick up process.

Partnerships

UAF

The City Manager attended the ribbon cutting ceremony for the Health and Science Building at the University of Alaska Kusko Campus this week.

The Consortium library is working on modified hours to accommodate funding losses.

KYUK

The City manger attended the KYUK community meeting which discussed the funding limitations the nonprofit will be working through in the coming months.

Yuut Elitnaurviat

The City Manager attended the Yuut Board Meeting on August 22nd.

Grants

State Revolving Loan Grants

We are prioritizing the QFC#2 Lift Station project to get the project out to bid ASAP. John Sargent has been working with DOWL on the environmental reportion portion of the grant so that when Chase returns to the office we can initiate the RFP drafting. Design documents are already in place.

Alaska Energy Authority

Hald a meeting today with ANTHC to see if they could provide us with support on an Alaska Energy Authority Grant for solar panels. We are going to be pivoting away from our initial goal which was to put panels on the water treatment facilities to creating an Independent Power Producer (IPP) following this discussion. ANTHC has identified Independent Power Production model has proven to be a higher value/impact for rural Alaska. The idea is that the city obtains a grant to build a large solar farm with the intent to sell back energy to the AVEC grid and use the funds to offset utility costs for the customer. AVCP are managing \$70 million in grant funds around the state for these types of projects. They said they would be willing to perform a feasibility study for us (we will partner with ONC hopefully to access ANTHC support), within the next six months which we can use next year to apply for capital.



City of Bethel

August 29, 2025

FROM: Planning Director

TO: Lori Strickler, City Manager

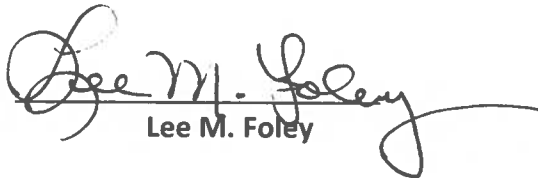
SUBJ: Planning Director's August 2025 Report

August 2025 Events

- **Planning Commission:** The Commissioners discussed the updates on nuisance properties. Comments with respect to determining what constitutes a nuisance property, or how many junk vehicles should be allowed, were debated. The Commissioners opposed adding the Pledge of Allegiance to the regular agenda. Following discussion on DEC and Landfill requirements for demolition waste, the Commissioners asked Planning to contact the Landfill Manager and invite him to attend the next regularly scheduled meeting on September 11, 2025, and further explain the process of testing and DEC's role.
- **YK Fitness Center Gym Expansion:** Steel package consisting of structural items and panels, and piles have been fabricated and are scheduled to make the September 2025 barge for delivery. The City & UICC will coordinate temp laydown areas for materials and equipment on-site. Overall, the general schedule calls for Public Works & UICC to coordinate for pile hole drilling in late January 2026 with pile installation late January/early February 2026. Freeze back of piles will be allowed until ground is fully frozen and adfreeze bond (grip of permanently frozen soil to piles) has formed in approximately 20-40 days. UICC will begin first floor steel construction and concrete in late March-April 2026 or as concrete becomes available. Construction to be completed by the end of 2026.
- **Database Tracking Table:**

Residential Site Plan Permits	Received this Month 3	Total Received for Year 33	Total Approved for Year 33
Commercial Site Plan Permits	1	11	11
Conditional Use Permits	1	2	1
Variances	0	0	0
Zoning Amendments	0	1	1
Plats	0	3	3

- **Summary Statement:** Planning continues to assess public nuisances & respond to nuisance complaints while ensuring traditional planning efforts are not neglected.
- **Abandoned and/or Junk Vehicles:** Planning, Public Safety, Public Works, & Landfill continue to work in a collaborative effort to remove vehicles to the landfill
- **Vacancies:** Fully staffed.
- **Other Events:** Kuqo CUP
- **Large Projects:**
 1. **Ptarmigan Street Encroachments:** The City Attorney is involved with discussions with two (2) encroachers.
 2. **Ptarmigan Street Culvert Replacement:** Project is ongoing. Expected completion date is September 31, 2025.
 3. **City of Bethel Professional Housing Project:** No new photos this month.
 4. **Hazard Mitigation Plan:** I reviewed the corrected stakeholder list for the contractor drafting the updated plan and confirmed that it was complete and accurate.
 5. **Nuisance Abatement:** All of the issues with the properties at 151-181 Sixth Avenue and 236 Akiak have been corrected, and the sites will be designated as Case Closed on the Nuisance Spreadsheet. The City Manager, Public Works Director, Streets & Roads Foreman, and I visited the nuisance property at 621 Setter on August 18, 2025, to determine a corrective course of action moving forward. Pauline continues to update the spreadsheet as needed. The Nuisance Property Complaint Forms submitted by concerned citizens are extremely helpful in identifying problems.


 Lee M. Foley

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



To: Lori Strickler, City Manager
From: Edward Flores, Port Director
Subject: August 2025 Managers Report

- **Small Boat Harbor**

The small boat harbor activity has slowed down as summer is coming to a close. We do expect an increase in activity in September for hunting season. This last month, our Port crews have worked on repainting the handrails in the SBH. Mending the floats, ground keeping, We look over boats throughout the summer, weather they are on the floats or on the banks. This last month we spent a lot of time bailing out boats. This next month we are expecting our new floats to be in Bethel. We will deploy A float this fall in preparation for a full deployment summer 2026.

- **City Dock/Beach 1/Petro Port**

The City Dock and Beach 1 were calm in the month of August. Much like the SBH we took this time to do some upkeep on the dock and beach. We spread gravel on the city dock where the conex stacks usually sit, we are usually able to accomplish this task about once a season. with the low tides this last month we were able to get to drift wood and weeds and lay gravel that needed to be taken care of on Beach 1. We did have a mainline barge stay an extra 72 hours due to weather conditions out in the bay. We are expecting a considerable push to get fuel as well as freight to bethel before the end of the season. we are expecting no more than three to four more mainlines this season.

- **Port Office**

The port office is running well. We have no issues with heat. Although we have had a bit of a problem with connectivity at the end of the month here at the Port office. I am told that we are not the only ones with the problem, and they are aware of the problem. Building Maintenance continues to do their morning checks on the building, with no problems. We did have a problem with the equipment that Marine Exchange of Alaska keeps here in the office to help monitor vessel traffic. After a quick hardware exchange, I believe the problem is resolved.

- **Admin / misc.**

Our monthly storage is prepared and will leave the Port office in the second week of September. All boat movements will be calculated and billed out this first week of August. The Port Commission did not meet in August. Our next scheduled meeting will be at 7 p.m. on September 15, 2025. At City Council Chambers.

Description	Issued Prior Month	Total this Calendar Year
Number of Small Boat Harbor Permits Issued	36	339
Number of vehicle long-term parking permits issued.	2	8
Number of mainline vessels arriving/departing	11	38
Number of river vessels arriving/departing	24	65
Total cargo tonnage received	749.2135 T	7,967.04 T



William Arnold, Public Works Director
1155 Ridgecrest Drive
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warnold@cityofbethel.net

MEMORANDUM

DATE: 08.29.2025

TO: City Manager

FROM: Bill Arnold, Public Works Director

**SUBJECT: Manager's Report – Public Works Department
Programs/Divisions**

Hauled Utilities: Tires, Tire chains and cross links have been ordered, we will finish the month with scheduled routes completed. Department is gearing up for winter operations. With Extra calls being processed by multiple people from multiple locations has created billing issues. Frequent incidents of double billing have been occurring.

Utilities Maintenance :

- Refurbished and painted 8 Fire hydrant boxes
- Completed new shop entry stairs and landing
- Conducted maintenance on Fire hoses at old shop
- Completed meter reading
- Cleared out access to fire hydrants
- Repaired and insulated insulation on water pipe at boardwalk
- Flushed sewer line at Dealapp and 162nd 3rd road
- Hired two temporay workers
- Handled 12 red lights in city-sub
- Answered 3 call-outs
- Assisted Bethel FD with hydrant tests
- Conducted maintenance on highway lift station
- Grinded sludge at Bethel heights lift station
- Added fire-threads to fire hydrants at ASHA & AVCP housing

Property Maintenance:

Pool Building	
30-Jul	Replace air filters
31-Jul	Replace stairs side entrance
13-Aug	Add glycol
19-Aug	Measure glycol line for new splice
25-Aug	Replaced sump pump
25-Aug	Work on site lighting
25-Aug	Add glycol
27-Aug	Work on boiler replace fuse
27-Aug	Check problem with site lighting
28-Aug	Replace splice on 4" glycol line
Public Works Building	
19-Aug	Work on southside compressor
26-Aug	Repair middle overhead door
27-Aug	Lower all flags halfmast
27-Aug	Replace light in north side bay
28-Aug	Repaired water leak by pressure washer
City Hall	
30-Jul	Escort contractors
31-Jul	Escort contractors
8-Aug	Lower flags
9-Aug	Raise flags
13-Aug	Escort state boiler inspector
14-Aug	Escort state boiler inspector
15-Aug	Added glycol to holding barrels
28-Aug	Unlocked bathroom door
28-Aug	Check temp in building
Fire Department	
13-Aug	Check toilet in womens bathroom that would not shut off
22-Aug	Work on fuel pump for day tank
25-Aug	Repair Bay 2 overhead door
25-Aug	Work on circuit setter bathroom
Police Department	
1-Aug	Check water in toilets to make sure filling properly
15-Aug	Work on overhead door to washbay
18-Aug	Work on overhead doors to washbay and overhead door to bay 1

19-Aug	Repair door to dispatch office
25-Aug	Unclog toilet
City Sub Water Treatment Plant	
1-Aug	Drop new aquastat for boiler off
Courthouse Building	
29-Jul	Work on repairing loose carpet in Courtroom 5
29-Jul	Escort elevator inspector
30-Jul	Escort contractors
31-Jul	Replace air filters, greased bearings and checked belts
31-Jul	Locate water leak
31-Jul	Escort contractors
1-Aug	Plumbed door to bathroom
7-Aug	Replace flapper toilet courtroom 5
13-Aug	Add glycol
14-Aug	Work on toilet courtroom 6
19-Aug	Reset tripped breaker due to space heater
19-Aug	Unclog toilet courtroom 5 deliberation room
21-Aug	Repair carpet courtroom 5
21-Aug	Check heating in Building
27-Aug	Repair toilet courtroom 6
Port Office Building	
13-Aug	Add glycol to system
Highway Lift Station	
8-Aug	Add glycol to system
15-Aug	Work glycol circulating pumps
25-Aug	Add glycol to system
Teen Center	
1-Aug	Building inspection with management
6-Aug	Replace Unions on A/C boiler
7-Aug	Work on leak glycol teen center
8-Aug	Claean Boiler a/c
11-Aug	Clean B loop boiler
12-Aug	Clean main building boiler
19-Aug	Look at A and C loop lines that need repair with Bill and Glenn
19-Aug	Replace core for lock on door
Boardwalk	
29-Jul	Screw down loose boards

1-Aug	Replace missing board on guardrail
Dog Pound	
29-Jul	Replace damaged hose on water pump
19-Aug	Replaced pressure relief valve on boiler
LandFill	
26-Aug	Repair water leak
Play Parks in General	
x10 Parks	
29-Jul	Mow and weedeat Lions Club Park
31-Jul	Pickup Trash
8-Aug	Pickup trash all parks
15-Aug	Pickup trash all parks
18-Aug	Pickup trash all parks
20-Aug	Pickup trash all parks
20-Aug	Cut grass wallys park
27-Aug	Pickup trash all parks
Cemetery Airport	
30-Jul	Mark grave plots
Cemetery City Sub	
28-Aug	Replaced flag
All City Buildings	
8-Aug	Building checks all buildings
20-Aug	Building checks all buildings
27-Aug	Building checks all buildings

Road Maintenance:

Vehicles and Equipment: As usual repairs and servicing city vehicles and equipment as needed.

Transit System:

With the construction going on heading out to Tundra Ridge, the ridership has dropped down. The ridership consisted of 846 Elders, 15 Youth, 84 Adults, 143 Disabled, and 1,129 Pass riders. Both buses were utilized throughout the month,

TS 1 logged 1,983 miles and 232.678 gallons of fuel, TS 2 logged 903 miles and 160.760 gallons of fuel were used. 79 Day and 16 Month Passes were purchased and total bus fares came out to \$857.00.

Landfill & Hauled Refuse:

August has been another busy month at the landfill with the dumpster truck bringing 79 loads of trash to the landfill, other city vehicles bringing 53 loads into the landfill, there were 461 loads of trash brought to the landfill by private citizens, and 3266 cubic yards of trash was brought in by commercial customers. The landfill received 19 refrigerators for freon removal and disposal. There were 40 vehicles brought into the landfill. The landfill also received 125 loads of dirt for covering the trash with. I would like to thank Streets and Roads for their help in bringing in cover dirt.

Staffing Issues/Concerns/Training:



City of Bethel
Finance Director
PO Box 1388
Bethel AK 99559
(907) 543-1375 / (907) 543-3817 (fax)
www.cityofbethel.org
jchevigny@cityofbethel.net

August 31, 2025

To: Lori Strickler
From: Jim Chevigny
RE: August manager's report

A few areas addressed:

- Prepared the monthly cash report for the city manager
- Issued the monthly Budget to Actual financials to each dept head.
- Organized the Wells Fargo, AMLIP and TVI accounts
- Attended the ARSSTC board meeting: They believe 7.1.26 will be the onboard date for AirBnb.
- Ordered Bethel's detailed line-item report from ARSSTC and reviewed it for apparent discrepancies, noting Walmart's sales tax remittances were very low. I notified ARSSTC and they followed up, learning the 3rd party remote sales tax software has not been communicating with certain sellers, including Walmart. So the city should see past due sales taxes from Walmart and other remote sellers collected, and the accurate amounts going forward.
- Coordinated the ordering and delivery of supplies from Seattle and Anch for the hydro seeder that will be used next spring.
- Coordinated the Leveling bid opening and issued the Notice of Award to all the bidders. Met with the one protest bidder and handed the determination off to the city manager.
- Contacted Dell for their lease document for review, including determining the buyout option at the end of 5 years.
- Managed insurance claims with the broker and APRA.
- Met with Alaska Logistics in Seattle to confirm the city's account and finalize September barge shipments.
- Reviewed years of tax returns from a delinquent sales tax account and summarized them into an excel spreadsheet for the city manager and attorney.
- Established meeting with a real estate broker to develop a plan for collecting sales tax from agents selling real estate in the city.

MEMORANDUM

DATE: September 2, 2025
TO: Lori Strickler, Acting City Manager
FROM: John Sargent, Grant Manager



SUBJECT: Grant Manager's Report for September 9, 2025 Bethel City Council Meeting

Grant Applications in Preparation

EPA Grant for Removal of Derelict Vessels

The City is working on a Memorandum of Understanding with Joe Dale, Jr. for the use of his property on the Kuskokwim River that would be conducive to cutting up one or more of the barges removed from Steamboat Slough and shipping the pieces downriver by barge. The City is close to being approved by EPA to start spending some of the funding prior to full approval once EPA reviews and approves the City's environmental review form response.

State Revolving Fund Loan Applications

I completed and submitted the State Revolving Loan application for the purchase of one sewer haul truck. I am one or two documents away from completion of three other loan applications for vital water and sewer projects in Bethel.

Grant Administration

Safe Streets 4 All Grant

City of Bethel signed the Safe Streets 4 All grant agreement. As soon as the city receives a dually signed copy, it will turn to DOWL to complete the safety action plan funded by the grant.

Current Grants

See list on following pages.

City of Bethel Current Grants

#	Grant	Amount	Expiration
1	Coronavirus Capital Project (CCP) Fund	\$ 9,000,000	12/31/2026
	Design is 100% done. Cost estimate for construction: \$11,115,032. Refrigerated pilings due to in Bethel on last barge. Construction to begin this winter.		
2	Denali Commission Grant	\$ 500,000	9/30/2026
	Design and construction of Bethel Multiuse Community Center (gym, computer facilities). Grant is active. Project funds are being charged to the grant to show federal authorities that grant funds are in play.		
3	CSP - DHSS FY 2025	\$ 242,311	6/30/2026
	City submitted a new grant budget to accommodate for the State's one-time grant reduction from \$323,081 to \$242,311 for FY 2026. The State also increased the City's match requirement, but the in-kind expenditures made to operate the Dispatch Center are more than enough to cover the match.		
4	23SHSP-GY23 – Virtual Simulator & Fencing	\$ 268,000	9/30/2025
	Public Safety Chief Harris arranged for training on the new virtual shooting simulator in early September 2025. City of Bethel arranged for payment of equipment. City will complete this project on time. A final report to close the grant will be filed in October 2025.		
5	Designated Legislative Grant> Dust Control	\$ 1,200,000	6/30/2029
	City of Bethel plans use grant funds to purchase \$300,000 worth of gravel in summer 2025.		
6	State and Local Cybersecurity Grant Program (SLCGP)	\$ 75,000	9/30/2026
	The City of Bethel plans to hire a consultant to conduct a cybersecurity review of the City's IT network, equipment, software, and physical layout. The City plans to use recommendations in the plan as grant requests in a succeeding year.		
7	VSW Capital Improvement Project Grant	\$ 13,860,000	
	DOWL is working on the design to run water pipes from the Bethel Heights Water Treatment Plant to the Martina Oscar Subdivision. City asked for \$4,060,392 in additional funds to cover upcoming year expenses.		
8	Last Frontier Housing Initiative	\$ 5,000,000	12/31/2026
	The low-income housing project and City professional housing project are proceeding rapidly. Ted Stinson with UrbanKNKT, LLC is doing a fantastic job and so is Kuqo Construction on the professional housing units they are constructing in City Center.		
9	State Homeland Security Program Grant - SFY 25	\$ 9,000	9/30/2026
	This grant will cover the cost of paying a trainer to come to Bethel to teach ICS-300, an Incident Command System course for first responders and municipal administrators who may play a role in a major emergency situation.		

10	Safe Streets 4 All Grant	\$ 52,800	TBD
The City of Bethel signed the grant agreement. City waiting for dually signed agreement before beginning grant work.			
11	Justice Assistance Grant (JAG)	\$ 11,116	9/30/2025
The City asked for an extension on this grant in order to complete the project with funds from a federal earmark for the same purpose. Senator Murkowski's office announced that the City's request for \$70,000 was approved for this camera/card reader purchase. No JAG funds have been spent to date.			
12	Energy Efficiency and Conservation Block Grant (EEBG)	\$ 75,220	9/30/2026
Solar panel installation on YK Fitness Center. Project likely to begin once UIC begins construction of Bethel Community Center (gymnasium). Parks and Rec. Director assumed role of Project Manager for this grant.			
13	Rasmuson Foundation Grant	\$ 250,000	1/31/2026
This grant will cover part of the cost of constructing a new animal shelter in Bethel, once construction initiated.			
14	Community Transit Operating Grant	\$ 184,131	6/30/2025
Transit Manager Evon Fox manages the daily operation of the transit system, handles all purchases, and completes monthly billing summaries and quarterly reports. FY 26 grant began July 1, 2025 and will run until June 30, 2026.			
15	Community Transit Capital Grant	\$ 853,563	6/30/2026
This grant covers the capital cost of a new boiler in the transit center and the purchase of two new buses. Two buses purchased and in use. This grant project was completed.			

Total \$ 31,581,141

Community Parks & Recreation Report – August 2025

By: Dept. Director, Shane Iverson

YKFC

- Continuing to fully onboard 25 new employees following transition of Fitness Center to City Management August 1.
- Completed last 2 weeks (10 Total) of Healthy Activity Club- camp for 5–13 year-olds.
- Currently training 2 adults for Certified Lifeguard

HealthFitness update

- Stacey Reardon leaves September 3rd, returning for two weeks in early Oct. to certify 3 staff members in Water Safety Instruction (swim lesson instructor)

Back to School , at the Pool

- Bethel Youth Facility – Swim Lessons
- Kuskokwim Learning Academy- Swim lesson & Fitness time
- McCann Center- Swim lessons & Fitness lessons
- Ayaprun Elitnaurvik- Rec Swim
- BRHS: In discussions about weight room and rec swim
- Gladys Jung Elementary: In discussion for rec swim

New Jesuit Volunteer Corp- Northwest

- Paul Jeannetti joins our crew, coming from Villanova University.
- Participated in community activities including Migrant Ed Back to School Fun Day and Library's Summer Reading Celebration. Earning Lifeguard Certification

Major issues

- Spa still out of commission: Pump is broken. New pump had 3-month lead time. It was ordered about a month prior to malfunction. Repair kit is also on backorder.

Other issues and challenges

- Auto- chlorinator went out. It appears we fixed the issue. Continuing to monitor & test.
- Parking lot lights are not functioning. Troubleshooting was unsuccessful. Contractor has been contacted.
- Lifeguard shortage exists. We've had to cancel Rec Swim 1-2 days per week since school started. All active lifeguards are involved in school sports and extracurricular activities.

END REPORT



CITY OF BETHEL
OFFICE OF
JAMES C. HARRIS
CHIEF OF PUBLIC SAFETY
harrisjc@cityofbethel.net



August 2025 Monthly Report
Department of Public Safety

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Safety Patrol (three grant funded)	2	2	0
Community Service Officer	2	2	0
Evidence and Record Custodian	1	1	0
Administrative Assistant/Taxi Inspector	1	1	0
Public Safety Dispatcher (one E911 funded)	5	3	0
Public Safety Dispatch Supervisor	1	1	0
<u>Peace Officers (one grant funded/reimbursed SRO)</u>	<u>20</u>	<u>19</u>	<u>1</u>
<u>Fire Fighter EMT</u>	<u>7</u>	<u>6</u>	<u>1</u>
Firefighter LT	3	3	0
<u>Fire Captain</u>	1	1	0

Fire Volunteer Staff 38



CITY OF BETHEL
OFFICE OF
JAMES C. HARRIS
CHIEF OF PUBLIC SAFETY
harrisjc@cityofbethel.net



Operations: Police Services

Operations Tempo Police				
	August 2025	July 2025	August 2024	2025 Total
Calls Total	1058	1030	1478	8258
Reports Total	77	60	163	706
Intoxicated Pedestrian Calls	172	175	157	1566
Driving Under Influence Calls	17	15	11	118
Domestic Violence Reports	10	15	14	119
Disturbance Calls	89	155	81	620
Subject Removal Calls	57	132	68	529
Animal Calls	23	50	35	218
Animal Bite Reports	0	0	0	4
Sexual Assault Reports	2	10	3	22
Death Investigation Reports	1	1	2	4

Operations: Fire Services

Operations Tempo Fire				
	August 2025	July 2025	May 2024	
Calls Total	160	172	<u>Not Available</u>	
Fire Calls	22	11		
EMS Calls	138	172		
Sobering Center Calls	9	3		
Overdose Calls	5	5		

PERSONNEL: Police

Lt. Jesse Poole resigned to take a job in Australia

TRAINING: Police

No Significant training was conducted this month for police Personnel

Personnel Fore- the fire department interviewed Kelli Parker for Fire/EMT, request to hire has been Submitted

Dispatch: (907) 543-3781 FAX: (907) 543-5086



**CITY OF BETHEL
OFFICE OF
JAMES C. HARRIS
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TRAINING: Fire/Police

The Police and Fire Departments, conducted active shooter training with hospital staff on 08/29/2025

Notable Fire Calls

On 08-24-2025 at 08:16 PM, Firefighters and Medics responded to the report of a possible emergency aircraft landing. Firefighters and Medics staged in the vicinity of the airport. The aircraft made a safe landing. All patients were assessed and refused transport to the hospital. Medic 4, 5, 6, Engine 5, and Truck 1 returned to service.

On 08-24-2025 at 09:08 PM, Firefighters responded to the report of a smokehouse on fire. Firefighters observed the smokehouse fully involved in flames, an offensive fire suppression attack was initiated, and the fire was extinguished. The cause of the fire is possibly due to increased continuous use. Engine 5 returned to service.

Notable EMS Calls

On 08-01-2025 at 06:38 PM, Medics responded to the report of an attempted suicide. Life saving measures were initiated and transported to the hospital.

On 08-23-2025 at 06:07 AM, Medics responded to the report of a person not breathing. Patient life saving measures were initiated and transported to the hospital.

On 08-27-2025 at 05:40 PM, Medics responded to the report of a self-inflicted gunshot wound. The patient was pronounced deceased on scene and released to law enforcement for investigation.

Notable Accomplishments

Volunteer fire fighter Lauren Konig, Received the AVCP youth leadership award. On 08/28/2025

Bethel Police and EMS responded to 3 suicide calls for the month.

This is a significant increase for a single month. The police and fire department will be looking into conducting suicide prevention and education programs.

City of Bethel, Alaska

City Clerk's Office

Upcoming Meetings

September 4, 2025 Nuisance Abatement Hearings 6:15pm

September 9, 2025 Regular City Council Meeting 6:30pm

September 23, 2025 Regular City Council Meeting 6:30pm

City Clerk's Office

-The City Manager sent a report to Council Identifying four properties for Nuisance Abatement. The City Council will hold hearings on September 4, 2025 to determine the report's accuracy and if the Council declares a property a fire hazard, health hazard, or public nuisance, it may order the owner or their agent to correct the issue, remove the structure, or demolish it. If the order is not followed, the City may take corrective action—including demolition and removal, the cost of which constitutes a lien on the property, chargeable to the proceeds of its sale. The abatement process is found in BMC 15.04. The Clerk's Office created the record for each Nuisance Abatement Hearing and served the record and notice of the Hearings to the property owners by certified mail. In addition, a notice was brought to each property and posted or handed to the property owner. Notices of the Hearing have also been posted in three public places around town. The records are also available on the City's Website. Although the City Council will hold the Hearings, they will be serving in a Quasi-judicial capacity.

- Trained the Public Safety and Transportation Ex-Officio on Meeting process.

- KYUK will host a Candidates forum on October 2nd at 6:30pm in Council Chambers. The Clerk's Office will provide the space and technical support.

- Working with Departments to dispose of obsolete records that have met their retention requirements.

- City Clerk on PTO on August 25th, 26th.

Election Tasks:

-The Declaration of Candidacy for City Council opened on August 8, 2025 at 8am and closed on August 20, 2025 at 4pm. The Notice was posted on Facebook, the City's Website, aired on KYUK in English and Yup'ik, and was in the Delta Discovery Newspaper during this time period. The Clerk's Office certified three candidates for the October 7, 2025 Regular Election:

Mark Springer

Kelsi Kime

Teresa Keller

- The Write-in candidate filing period is now open and closes October 2, 2025.

- The Deadline to Register to Vote for the Municipal Election is September 7, 2025.

- In addition to being the Early voting location for the Municipal Election, City Hall will serve as the Absentee Voting Location for the REAA School Board Election.

-Notice of Election has been posted, see attachment.

Task	Period Total	Year to Date Total
Passport Appointments	7	102
Burial Permits/Reservations	6	37
Notary Services	3	31
Meeting Minutes Drafted	1	2
Resolutions Drafted	-	6
Ordinances Drafted	-	3
AM/IM/Proclamation Drafted	1	19

Committee/Commission Vacancies	Regular	Alternate
Community Parks and Recreation Committee	full	1
Planning Commission	full	1
Port Commission	1	2
Public Safety and Transportation Commission	Full	2
Community Action Grant Technical Review Board	1	2
Public Works Committee	2	2
Finance Committee	1	2
Ethics Board	4	1



CITY OF BETHEL NOTICE OF REGULAR ELECTION OCTOBER 7, 2025



CITY COUNCIL VACANCIES IN OFFICE

Three 2-Year Term Seats
One 1-Year Term Seat
Vote for no more than four

CANDIDATES ON THE BALLOT

Springer, Mark
Kime, Kelsi
Keller, Teresa

Note: The candidates who receive the 3 highest votes will fill the 2-year seats. The candidate who receives the 4th highest votes will fill the 1-year seat.

WRITE-IN CANDIDATE FILING PERIOD

The Write-in Candidate Filing period is:
August 21, 2025- October 2, 2025
Contact the Clerk's Office for more information

DATES OF IMPORTANCE

Absentee By Mail Application Deadline

SEPTEMBER 27

Electronic Ballot Application Deadline

SEPTEMBER 30

EARLY Voting Available

SEPT. 22 thru OCT. 6

MON-FRI 8:30A-5:00P

SEPT. 25 & OCT. 2, 8:30A-6:00P

ELECTION DAY

OCTOBER 7, 8:00A - 8:00P

Canvass Board Meeting

OCTOBER 9, 6:30P

Council's Certification of Election

OCTOBER 14

The Polling Locations For Precincts 1 And 2 Have Been Combined to the:

YUPIIT PICIRYARAIT CULTURAL CENTER

8:00am-8:00pm

401 Chief Eddie Hoffman Highway

CITY CLERK'S OFFICE

PO Box 1388
300 Chief Eddie Hoffman Hwy
907-543-1384
cityclerk@cityofbethel.net

ASSISTANCE WITH VOTING

If you require special assistance or bilingual need, please contact the City Clerk's Office 24-hours prior to the time of casting your ballot.



City of Bethel

OCTOBER 7, 2025 MUNICIPAL ELECTION WRITE-IN CANDIDATE FILING PERIOD

CITY COUNCIL VACANCIES IN OFFICE

There are four city council seats up for election. Three seats have terms ending October 2027 and one seat has a term ending 2026.

QUALIFICATIONS FOR CANDIDATES

A person is eligible to be elected to City Council if the person is a qualified voter of the State of Alaska; has resided with the City of Bethel for a least one year immediately preceding filing for office.

WRITE-IN CANDIDATE FILING PERIOD

The Write-in Candidate Filing period is:
August 21, 2025- October 2, 2025

In addition to the limitations contained in BMC 7.60.030, votes for a write-in candidate will not be counted unless that candidate has filed a declaration of candidacy with the clerk. A declaration of candidacy filed under this section must be filed with the clerk not earlier than the day immediately following the last day of the filing period and not later than 5:00 p.m. five (5) days prior to the election.

The Declaration of Candidacy packet information will be available on the City of Bethel website and available for pick up at City Hall, 300 State Highway, Bethel.

GENERAL INFORMATION

For information regarding the October 7, 2025, Regular City Election, please contact the Bethel City Clerk's Office at cityclerk@cityofbethel.net, (907) 543-1384 or go to our website www.cityofbethel.org. The City Clerk's Office is located at City Hall.

For more information go to the City's website or contact the City Clerk's Office.

Bethel City Clerk's Office

300 Chief Eddie Hoffman Highway
907-543-1384

cityclerk@cityofbethel.net
www.cityofbethel.org



City of Bethel

OCTOBER 7, 2025 MUNICIPAL ELECTION NOTICE OF VOTER REGISTRATION DEADLINE

DEADLINE

The deadline for registering to vote or to update voter information in time for the October 7, 2025, Election is September 7, 2025.

WHERE TO REGISTER

Online: State of Alaska Division of Elections website:

www.elections.alaska.gov/voter-information

or use your camera to open the QRL:



In person:

Bethel City Clerk's Office

300 Chief Eddie Hoffman Highway

VOTER QUALIFICATIONS

A person is qualified to vote who:

1. Is a citizen of the United States
2. Has passed his/her 18th birthday
3. Has been a resident of the city of at least 30 days preceding election
4. Has registered at least 30 days before election with the state and is not registered to vote in another jurisdiction; and
5. Is not disqualified under Article V of the State Constitution

GENERAL INFORMATION

Audio versions of this notice will be available at www.cityofbethel.org in both English and Yugtun.

For more information go to the City's website or contact the City Clerk's Office.

Bethel City Clerk's Office

300 Chief Eddie Hoffman Highway

Phone (907) 543-1384

cityclerk@cityofbethel.net

www.cityofbethel.org

	City of Bethel Regular Election Calendar 2025
July 29, 2025	Declaration of Candidacy packets become available to the public and provided on the website. BMC 7.30.020
August 5, 2025 8am	8:00am Opening for the Candidate Declaration of Candidacy filing. BMC 7.30.020
August 20, 2025 4pm	4pm Deadline for Candidate Declaration of Candidacy filing. BMC 7.30.020
August 21, 2025	First day for write-in declarations.
August 23, 2025	Deadline for Ordinance adoption of proposition questions BMC 7.10.070.
September 7, 2025	30 Days before the election Deadline for voter registration.
September 17, 2025	Notice of Bond Indebtedness to be published once a week for three consecutive weeks.
September 22, 2025	Early voting/Absentee in-person/by mail opens. Monday - Friday 8:30a-5p on Thursdays until 6p.
September 27, 2025	Last day for voters to request an absentee by mail ballot.
September 30, 2025	Deadline to request electronic ballot submission (BMC 7.70080)
October 2, 2025	5:00p Deadline for the Write-in Candidate Declaration of Candidacy Filing. (BMC 7.30.030)
October 6, 2025	Last day of Early Voting
October 7, 2025	Day of Election
	Polls open at 8a and close at 8p.

	Last day for absentee by mail ballots to be postmarked.
October 9, 2025	6:00p Deadline for Absentee by Mail Ballots to be received for Canvass BMC 7.70.060
	Canvass Board Meets 6:30p in council chambers to certify the election. BMC 7.80.020
October 14, 2025	5:00p Deadline for a candidate or 10 voters to contest the election. BMC 7.90.010-020
	Regular City Council Meeting, Certification of Election under Special Orders/by Resolution BMC 7.80.050
October 20, 2025	Special Meeting Organization of Council (BMC 2.04.180) (Mayor, Vice- Mayor, Committee Appointments)
October 24, 2025	Last day for a recount to occur (10 days after the recount application is submitted) BMC 7.90.040