

CITY OF BETHEL

City Council Meeting Agenda, July 9, 2019 – 6:30 PM

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

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

Council Members: Fred Watson, Mayor; Thor Williams, Vice-Mayor; Leif Albertson;
Mitchell Forbes; Perry Barr; Carole Jung-Jordan; Fritz Charles



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *6-25-2019 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee And Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 19-13: Authorizing The Disposal Via Lease Of Land And Building To Yukon Kuskokwim Health Corporation Lot 11, Block 7, US Survey 3230 A&B (378 Fifth Avenue) Pursuant To BMC 4.08.030(C) (Acting City Manager Howell)
- 9.2. Public Hearing Of Ordinance 19-14: Amending Title 5.08 Alcoholic Beverages (Council Member Albertson)

10. NEW BUSINESS

- 10.1. *Introduction Of Budget Ordinance 19-11(a): Amending The Fiscal Year 2020 Budget To Fund The Paving Of The Ridgecrest Drive Pump-House Access (Acting City Manager Howell)
- 10.2. AM 19-38: Direct Administration To Sign The Grant Agreement From The State Of Alaska, Village Safe Water Program, In Order To Receive \$124,500 In Project Grant Funds For The City's Cash And In-Kind Match Of \$25,500 To Pay Costs Associated With The Replacement Of Sewer Pipe Heat Trace (Acting City Manager Howell)
- 10.3. AM 19-39: Approve KNIK Construction As A Sole-Source Provider Of Hot Mix Asphalt Paving Services For The Period July 1, 2019 To September 30, 2019 (Acting City Manager Howell)
- 10.4. AM 19-40: City Attorney Recruitment Process (Mayor Watson)

Posted July 3, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. 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

- 10.5. AM 19-41: Authorizing Administration, The City Attorney's Office And The City Clerk's Office To Utilize The Service Agreement With Jermain Dunnagain & Ownes, P.C. In Place For Legal Services (Vice-Mayor Williams)
- 10.6. AM 19-42: Direct Administration To Use Joint Government Contracts To Negotiate And Execute The Purchase Of The Following Capital Equipment Items Expected To Cost Over \$50,000 And Listed In The FY 2020 City Budget: 1. End Dump Truck; 2. 963K Track Loader; 3. 950M Wheel Loader; 4. Side Dump Truck (Labeled Incorrectly In Budget As "Belly Dump"); 5. Ford F350XL-W2b With Service Bed; 6. Ford Explorer (2) (Acting City Manager Howell)
- 10.7. *IM 19-07: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget From July 1, 2018 To June 30, 2019 – Utilities Maintenance – Water & Wastewater Activity Report (Acting City Manager Howell)

11. REPORTS

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

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

- 13.1. In Accordance With As 44.62.310(C)(1), Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The City - Haroldsen Subdivision (Acting City Manager Howell)

14. ADJOURNMENT

Posted July 3, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

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

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

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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on June 25, 2019 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

Mayor Watson called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Carole Jung-Jordan Council Member Leif Albertson Council Member Perry Barr Mayor Fred Watson Vice-Mayor Thor Williams Council Member Fritz Charles
Members Absent:
Council Member Mitchell Forbes
Also in attendance were the following:
Acting City Manager Bill Howell, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

Walter Jim, ONC Chair - On behalf of the Tribe, stated opposition to the transfer of the Kusko Package Store License to Alaska Commercial Company (ACC) Package Store.

Anny Cochrane- Spoke in favor of the Package Store License transfer from Kusko Liquors to ACC Package Store. Feels as though ACC Package Store would take policy measures to help mitigate alcohol hazards in our community. Reminded the Council that the voters approved the sales of alcohol in our community.

Jon Cochrane- Spoke in favor of the Package Store License transfer from Kusko Liquors to ACC Package Store. Suggested, ACC Package Store is familiar with the operation of alcohol sales.

Wolfgang Junge, Central Region Director, Dept. of Transportation-Introduced Charles Wagner, Maintenance and Operations Chief. Provided a report on upcoming projects. They will spend approximately \$60 Million dollars in the next 2-3 years. Thanked the City for complying with water truck road regulations.

Eileen Arnold- Spoke in opposition to the transfer of the Package Store License from Kusko Package Store License to ACC Package Store. Spoke in support to any policy or law that helps reduce the harm imposed by alcohol sales.

Cezary Maczynski- Spoke in favor of the transfer of the Package Store License from Kusko Package Store License to ACC Package Store.

Council Member Charles arrived at 6:46 p.m.

David E. Trantham Jr., Believes that the majority of alcohol problems come from illegal sales. The City should ask people where they get their alcohol.

Mary Nanuwak- Spoke against alcohol and drugs in the community. Doesn't think people should be making money from the sale of alcohol and drugs.

Dalarie Peters- Spoke in support of our community and identified that many of the visitors that come to Bethel observe alcohol as a problem because there may not be enough police presence near the liquor stores. Suggested the Council and the Administration help reduce the impacts near the hotels.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Perry Barr
Seconded by:	Thor Williams

Remove 10.1 and 10-2 from the consent agenda. Vice-Mayor Williams.

In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - * 6-4-2019 Special City Council Meeting Minutes
Passed on the consent agenda.

Item 6.2. - * 6-6-2019 Special City Council Meeting Minutes
Passed on the consent agenda.

Item 6.3. - * 6-11-2019 Regular City Council Meeting Minutes
Passed on the consent agenda.

Item 6.4. - *6-13-2019 Special City Council Meeting Minutes
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committees and Commissions Agendas and Draft Meeting Minutes
Port Commission, Mayor Watson-
A meeting was not held since the last City Council Meeting.

Planning Commission, Vice-Mayor Williams-
Considered and approved the Conditional Use Permit for the ACC package store license.

Community Action Grant Technical Review Board, Council Member Albertson-
Shawn Grady Deaton, Representative from the Board- spoke of the high degree of consensus and appreciates the review process of the applications.

Finance Committee, Council Member Barr-
The Committee received a training from the City Clerk's Office and reviewed the Finance Departments investment policy.

Public Works Committee, Council Member Jung-Jordan-
Reviewed the Bethel Dumpster Survey.

Public Safety and Transportation Commission, Council Member Charles-
A meeting was not held since the last City Council Meeting.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 19-12: Authorizing The Disposal Via Lease Of Office Space Located At Lot 2, Courthouse Subdivision, Plat 99-12, 300 Chief Eddie Hoffman Highway (DMV) Pursuant To BMC 4.08.030(B) (Acting City Manager Howell)

Mayor Watson opened the public hearing.
No one present to be heard.
Mayor Watson closed the public hearing.

Main Motion: Adopt Ordinance 19-12.

Moved by:	Perry Barr
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 19-13: Authorizing The Disposal Via Lease Of Land And Building To Yukon Kuskokwim Health Corporation Lot 11, Block 7, US Survey 3230 A&B (378 Fifth Avenue) Pursuant To BMC 4.08.030(C) (Acting City Manager Howell)

Main Motion: Introduce Ordinance 19-13.

Moved by:	Perry Barr
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.2. - *Introduction Of Ordinance 19-14: Amending Title 5.08 Alcoholic

Beverages (Council Member Albertson)

Main Motion: Introduce Ordinance 19-14.

Moved by:	Leif Albertson
Seconded by:	Perry Barr
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	Carole Jung-Jordan
Results:	Motion Carries

Amend to strike under 5.08.110 Subsection E. to strike 24 hour and insert "30 day" time lapse security camera.

Moved by:	Perry Barr
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Suspend the rules to hear from the Chief of Police, Burke Waldron.

Moved by:	Leif Albertson
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Suspend the rules to hear from the vendors.

Moved by:	Perry Barr
Seconded by:	Carole Jung-Jordan
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.3. - Resolution 19-07: Protesting The Transfer Or Package Store Liquor License From Kusko Liquor To ACC Liquor Store LLC, To Be Located At 811 3rd Avenue (Council Member Albertson)

i. ACC Liquor Store's Opportunity To Defend The License Transfer In Accordance With3 AAC 304.145

Main Motion: Adopt Resolution 19-07.

Moved by:	Leif Albertson
Seconded by:	Perry Barr

Mayor Watson provided Alaska Commercial Company (ACC) an opportunity to defend their license in accordance with AAC 304.145.

Jeff Cichosz, Director of Sales and Operations out of the Anchorage Office, spoke on behalf of ACC.

In favor:	Leif Albertson
Opposed:	Carole Jung-Jordan, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Results:	Motion Fails

Item 10.4. - AM 19-36: Authorize And Approve City Administration To Issue Checks Totaling \$11,000 To Year 2, Quarter 2 Community Action Grant Awardees Based On The Community Action Grant Technical Review Board's (CAGTRB) Work On Scoring Applications And Deciding How Much To Award Each Applicant (Acting City Manager Howell)

Main Motion: Approve AM 19-36.

Moved by:	Leif Albertson
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.5. - AM 19-37: Authorize The City Manager To Negotiate And Execute A Contract For Lift Station Control Improvements With The Only Responsive Bidder (Acting City Manager Howell)

Main Motion: Approve AM 19-37.

Moved by:	Perry Barr
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams

Opposed: | None
Results: | Motion Carries

Item 10.6. - *Personal Leave Request-Acting City Manager- July 5,8,9, 2019.
Passed on the consent agenda.

Item 10.7. - *Personal Leave Request- City Clerk- July 12th,15th, 2019.
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 Watson-

Thanked Chief Waldron for his service to the community.

Please continue to use your PFDs when you are going out on the river.

Thanked Council Member Barr and the other Search and Rescue volunteers.

Vice-Mayor Williams-

Wished everyone a happy and safe 4th of July.

The DMV will be open beginning tomorrow through Friday.

Still waiting to see what the Governor is going to do with the budget.

Council Member Albertson-

Extended well wishes to Chief Waldron; wished him the best in his next endeavor.

Council Member Barr-

Spoke about Bethel Search and Rescue; there were three people recovered from the river over the last forty days. Thanked the volunteers and the support from Bethel and the surrounding communities. Thanked the City Manager and Grant Manager, John Sargent, for the assistance with the COPS grant application. Would like to see a large

parade this 4th of July. Still looking for Finance Committee Member volunteers.

Council Member Jung-Jordan-

Have a safe 4th of July; encouraged those that consume alcohol, to drink in moderation. There are still slots available for the 4th of July parade!

Council Member Charles-

No comment.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Perry Barr
Seconded by:	Thor Williams
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Meeting ended at 9:19 p.m.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Finance Committee Minutes

June 24, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Finance Committee was held on June 24, 2019 at 6:30 p.m. at the City Hall Council Chambers, in Bethel Alaska. The Chair of the Finance Committee Cecilia Franko called the meeting at 6:37 PM.

II. ROLL CALL

Comprising a quorum of the Committee, the following members were present: Cecilia Frank, Dave Trantham (Telephonic), Joni Beckham and Jason Brown

Excused absence(s): 2 (Mark Taylor and Perry Barr)

Unexcused absence(s): 0

Also in attendance were the following: Alicia Ebertz (Recorder) and Christine Blake (Finance Director).

III. PEOPLE TO BE HEARD – There were none present

IV. APPROVAL OF AGENDA

MOVED BY	Beckman	Motion to approve agenda
SECOND BY	Trantham	
VOTE ON MOTION	All in favor	

V. APPROVAL OF MINUTES

a) 06/24/2019 meeting minutes

MOVE BY	Beckman	Motion to approve minutes
SECOND BY	Brown	
VOTE ON MOTION	All in favor	

VI. UNFINISHED BUSINESS

- a) Review the FY19 Budget
- b) Review the City's investment Policy

MOVE BY		
SECOND BY		
VOTE ON MOTION		

VII. NEW BUSINESS

- a) Roles and Responsibilities for the committee members
- b) Amendment of Ordinance for City Attorney
- c) Annual training provided by Lori Stickler, City Clerk for committee members and their roles

VIII. FINANCE COMMITTEE MEMBERS COMMENTS

IX. ADJOURNMENT

MOVE BY	Cecilia Franko	Motion to adjourn, next meeting July 22, 2019 @ 6:30pm
SECOND BY	Jason Brown	
VOTE ON MOTION	All in favor	

Cecilia Frank, Chair

ATTEST:

Alicia Ebertz, Recorder

Introduced by: Acting CM Howell
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

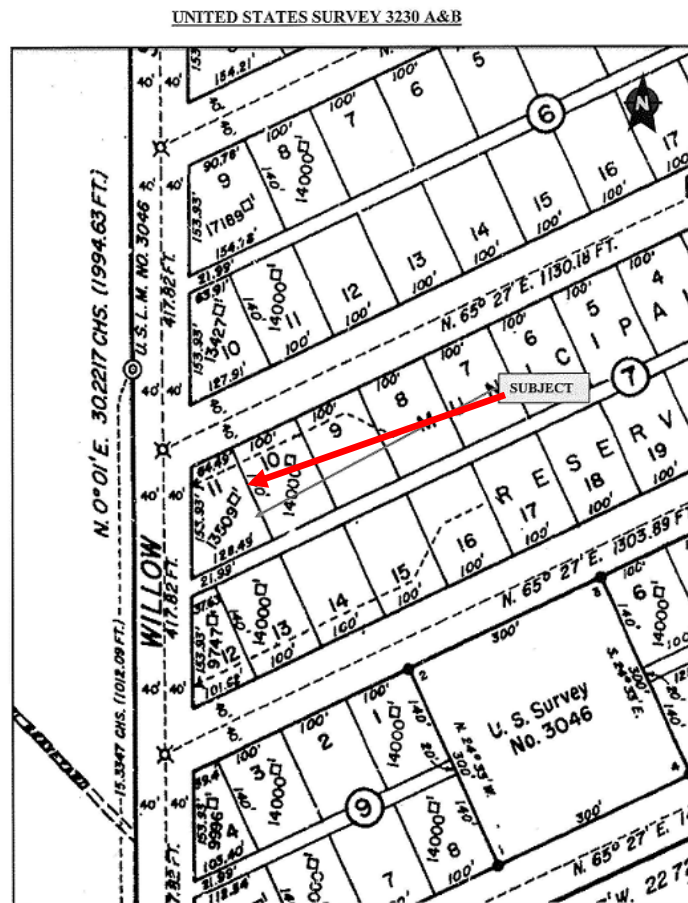
Ordinance #19-13

AN ORDINANCE AUTHORIZING THE DISPOSAL VIA LEASE OF LAND AND BUILDING TO YUKON KUSKOKWIM HEALTH COROPORATION LOT 11, BLOCK 7, US SURVEY 3230 A&B (378 FIFTH AVENUE) PURSUANT TO BMC 4.08.030(c)

WHEREAS, the City of Bethel owns land and a vacant open interior undeveloped building situated at 378 Fifth Avenue;

WHEREAS, the legal description for the land is Lot 11, Block 7, US Survey 3230 A&B, Bethel Recording District, Fourth Judicial District, State of Alaska;

WHEREAS, the property, is pictorially depicted as:



WHEREAS, the building was given to the City by the Department of Defense when they vacated the Armory;

WHEREAS, the building sits on land owned by the City and commonly referred to as the Armory Lands;

WHEREAS, the building is currently in such a state of disrepair as to be uninhabitable;

WHEREAS, Yukon Kuskokwim Health Corporation (YKHC), Office of Environmental Health and Engineering (OEH) is interested in renting the building knowing its condition;

WHEREAS, the appraisal conducted earlier this years provided a fair market rent price for the building in its current condition, for the building once it is repaired and the estimated cost to repair the building;

WHEREAS, the lease being proposed requires rent at full fair market value as though the building is in full repair with a set stipend credit for repairs;

WHEREAS, the City Attorney's office researched a number of ways to rent the building and this method was the most economically sound for the City and gave the City the most financial control and stability;

WHEREAS, the proposed lease contains a full acknowledgement of the condition of the building, a ceiling for repair credits and a timeline for completion of the repairs, along with required City approval of all repairs;

WHEREAS, the lease is significantly beneficial to the City as otherwise the City would have to either contract the repairs out or wait until Property Maintenance could carve out time to make the repairs, an estimated lengthy and time consuming process;

WHEREAS, the Bethel Municipal Code, Section 4.08.030(C) allows the City Council to dispose of property via lease in furtherance of the Development of Local Trade or Industry; to an entity providing a necessary public service without seeking bids and for less than the current appraised value;

WHEREAS, YKHC OEH leases adjacent and land a building where they provide water operator training which has been made available to City employees at no charge;

WHEREAS the building will be used in support of that same program which supports the health and safety of the community;

Introduced by: Acting CM Howell
Introduction Date: June 25, 2019
Public Hearing July 9, 2019
Action:
Vote:

NOW, BE IT ORDAINED, the City Council authorizes the disposal of the above building via lease of land to an Entity in furtherance of Local Trade or Industry.

SECTION 1. Classification. This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030(C) Disposal

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon passage.

ENACTED THIS _____ DAY OF JULY 2019, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

**COMMERCIAL LEASE BETWEEN
CITY OF BETHEL and
BTP, LLC**

This LEASE is made on _____, 2019 by and between the City of Bethel, a municipal corporation ("Landlord") and the Yukon Kuskokwim Health Corporation or "YKHC" ("Tenant").

**ARTICLE 1
LEASED PREMISES AND TERM**

1.01 Leased Premises. Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, hereby leases to Tenant and Tenant hereby leases from Landlord, a building located on a parcel of land situated in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

A 1970's vintage, 1,256 square foot one-story wood-frame building situated at 378 *Fifth Avenue*.

(Southeast corner of the intersection of Willow Street and Fifth Avenue, more specifically located on Lot 11, Block 7, US Survey 3230 A&B, Bethel Recording District, Fourth Judicial District, State of Alaska)

Latitude/Longitude: 60.795665 North/161.768702 West, NAD 83 Datum

together with all rights, easements, privileges, both subterranean and vertical, and appurtenances attaching or belonging to the described building, but subject to the reservation contained in paragraph 1.02 and the Covenants contained in Article 4 hereof (herein called the "Leased Premises").

1.02 Reservation of Minerals. All oil, gas, coal, geothermal resources and minerals whatever nature in or under the above-described land are excluded from the Leased Premises and are reserved to Landlord; provided, however, that during the term of this Lease, Landlord shall not have the right to enter on the surface of the Leased Premises for the purpose of mining and/or excavating such oil, gas, coal, geothermal resources or minerals.

1.03 Improvements Owned by Landlord. The following described improvements ("Landlord's Improvements") are situated on and are part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Landlord:

All fill, retaining walls, berms, fencing, earth contours, wells, utility pipes and lines and all other at-surface or below-surface improvements situated on the Leased Premises on the date of this Lease.

- 1.04 This Lease shall be and continue in full force and effect for a term of Five (5) years commencing on July 1, 2019 and terminating on June 30, 2024 unless earlier terminated in accordance with the terms of this Lease. Tenant shall have two (2) options for renewal of five (5) year's per renewal.
- 1.05 **Renewal.** The Tenant shall have the option to renew the Lease for two (2) additional periods of five (5) years by giving the Landlord notice in writing not less than One Hundred and Eighty (180) days prior to the expiration of the initial Lease term or renewal term. The monthly rent rate shall not be increased except as outlined in Section 2 of this Lease Agreement.
- 1.06 **Holdover.**
- A. **With Consent.** If Tenant continues occupying the Premises after the Term ends (Holdover) and if the Holdover is with the Landlord's written consent, it shall be a month-to-month tenancy, terminable on thirty (30) days advance written notice by either party. During the holdover period, rent shall automatically be increased by ten (10%) percent and will remain due and owing on the first day of each month.
- B. **Holdover (without consent).** If the Holdover is without Landlord's written consent, then Tenant shall be a tenant-at-sufferance and shall be liable for any damages suffered by Landlord because of Tenant's Holdover. Landlord shall retain all remedies against Tenant who holds over without written consent.
- C. **Holdover Terms.** The Holdover shall be on the same terms and conditions of the Lease except: (i) the Term; (ii) Rent; (iii) the extension Term is deleted; (iv) the Quiet Possession provision is deleted if the Holdover is without consent; (v) consent to a sublease may be unreasonably withheld and delayed; (vi) the provision on Landlord's Default is deleted if the Holdover is without consent; and (vii) the Defaulting Party may be Tenant only.

ARTICLE 2 RENT

- 2.01 **Rent.** Effective July 1, 2019, Tenant shall pay to Landlord, without deduction and without notice or demand, net of all real property taxes, assessments, rates and other charges required to be paid by Tenant under this Lease with respect to the Leased Premises, One Thousand Six Hundred (\$1,600) Dollars per month on or before the 1st day of each month during the Lease Term.

Rent shall be adjusted annually on the anniversary date of the Lease by adjusting the then-current rent to reflect any percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), published by the U.S. Department of Labor, Bureau of Labor Statistics for Anchorage, Alaska from its level at the

beginning to its level at the end of the then-current year. In the event that the Consumer Price Index for the Municipality of Anchorage has decreased during such period, the rent shall remain and hold from the previous year.

ARTICLE 3 BUILDING IMPROVEMENTS

- 3.01 **Condition of Building.** Tenant acknowledges that the building is currently in significant disrepair. Among the items noted during the appraisal:
- The south side of the building has settled downhill to the south.
 - It appears the 2nd room was an add-on. At the marriage line point between the rooms along the east wall, room #2 appears to be pulling away from room #1.
 - The building, decks and stairs need to be leveled.
 - The exterior siding needs paint and repairs. Some cedar shakes are missing.
 - The building is not connected to the public electricity line.
 - The building lacks a Toyo space heater.

The appraiser's estimate to repair all such improvements was Twenty-Four Thousand (\$24,000) Dollars.

- 3.02 **Tenant Improvement Allowance.** Landlord agrees to provide Tenant with an allowance of Thirty-Five Thousand (\$35,000) Dollars, subject to the provisions set forth herein. Landlord shall reimburse Tenant for the costs actually incurred by Tenant in connection with Tenant's work, which costs may include, without limitation, costs in connection with engineering and design, as well as construction-related costs and expenses up to a maximum aggregate amount of the Tenant Improvement Allowance.
- 3.03 **Tenant Reimbursement Schedule.** After Tenant certifies to Landlord that Tenant has substantially completed fifty (50%) percent of the construction of Tenant's Leasehold Improvements, and again after Tenant certifies to Landlord that Tenant has substantially completed eighty-five (85%) percent of the construction of Tenant's Leasehold Improvement, Tenant may, in each instance, deliver a written request to Landlord seeking Landlord's payment to Tenant for progress payments equal to fifty (50%) percent and thirty-five (35%) percent respectively, of the Tenant Improvement Allowance, which progress payments Landlord shall remit to Tenant within thirty (30) calendar day after Landlord's receipt of Tenant's written request therefor provided that Tenant has provided certification and submitted to Landlord reasonable evidence of Tenant's payment of amounts attributable to Tenant's soft and hard costs of constructing the Leasehold Improvements, the aggregate amount of which equals or exceeds the amount of the progress payment then sought by Tenant. In no even shall Landlord be obligated to make disbursements in a total amount which exceeds the Tenant Improvement Allowance.

- 3.04 **Final Reimbursement.** Final reimbursement to Tenant shall be subject to Tenant's furnishing of an unconditional lien waiver from Tenant's general contractor, including a certification from such general contractor that all subcontractors and materialmen have been paid in full.
- 3.05 **Ownership of Improvements.** All Tenant improvements for which the Tenant Improvement Allowance has been made available shall be deemed Landlord's property upon expiration or earlier termination of the term of this Lease and may not be removed by Tenant from the Premises at any time unless required by Landlord in accordance with a specific provision of this Lease.

ARTICLE 4 QUIET ENJOYMENT

Upon timely payment by Tenant of all rent and other payments required to be paid by Tenant under this Lease, and upon full and faithful observance and performance by Tenant of all of its covenants contained in this Lease, and so long as such observance and performance continues, Tenant shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Landlord or anyone lawfully claiming by, through, or under it.

ARTICLE 5 TENANT'S COVENANTS

- 5.01 **Disposal to Entity Providing Necessary Public Service.** Tenant, as a nonprofit public entity, will be utilizing the Leased Premises to assist Tenant in providing a necessary public service. Should the use of the Leased Premises cease for a period of ninety (90) or more continuous days or should the use of the building no longer be in furtherance of the provision of services to the public, the Tenant shall be deemed to be in default of this Lease Agreement.
- 5.02 **Improvements Required by Law.** Notwithstanding the provisions of Article 3, Tenant, at Tenant's own expense, during the Lease Term and subject to the requirements of this Lease, shall make, build, maintain and repair any fences, sewers, drains, roads, road widening, driveways, sidewalks, water, underground electric and telecommunications lines, curbs, gutters and other installations which may be required by law to be made, built, maintained, or repaired upon, and in connection with, or for use of the Leased Premises or any part of it, and regardless of whether the same were erected by Landlord or in existence at the inception of this Lease. In case any such installations required by law shall be made, built, maintained or repaired by Landlord after giving the required notice provided for in paragraph 4.06, and if Tenant does not complete the required work within the timeframe provided for in the notice, Tenant shall reimburse Landlord for the actual reasonable costs to cover Landlord's overhead, upon presentation of a bill therefore, as additional rent.

5.03 Construction or Removal of Improvements, Additions and Alterations.

"Significant Work" as used in this section, means all work which (1) involves the excavation, filling, or other alteration of the grade or drainage of the Leased Premises, or (2) involves the construction, demolition, or removal on or from the Leased Premises of any improvement.

Tenant shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Landlord. Landlord shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Tenant.

5.04 Repair and Maintenance. Tenant shall, at Tenant's expense and without notice from Landlord, at all times during the Lease Term, keep all improvements now or hereafter built on the Leased Premises, especially those improvements constructed thereon which are exposed to the view of the public (including but not limited to exterior building walls, windows, doors, fences, signs, landscaping, and yard areas) in good order, condition, maintenance, operability, and repair and of a neat, clean and pleasing appearance to Landlord.

5.05 Snow Removal. Tenant shall be responsible for snow removal on the Leased Premises.

5.06 Observance of Laws. Tenant, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all state and federal laws, municipal ordinances, rules and regulations which are now in effect or may later be adopted by any governmental agency, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as Landlord may request from time to time.

In furtherance, and not in limitation, Tenant must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Tenant, at its own expense, must clean and restore the Leased Premises to the satisfaction of the Landlord and any governmental body or court having jurisdiction over the matter. However, Tenant shall not be responsible for the clean-up or restoration of the Leased Premises resulting from any discharge, leakage, spillage, emission or pollution to the Leased Premises from surrounding or adjacent premises unless Tenant's actions caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Tenant shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Tenant.

Landlord warrants that at the time this Lease between the parties, Landlord is not aware of any hazardous or toxic materials on the land or inside the Leased Premises.

- 5.07 Tenant agrees to hold harmless Landlord against all liability, cost and expense (including without limitation, any fines, clean-up costs, judgments, litigation costs, and attorneys' fees) incurred by or levied against Landlord as a result of Tenant's breach of this Lease.
- 5.08 **Inspection and Repair by Landlord.** Tenant shall repair, maintain, and make good, all conditions required under the provisions of this Lease to be repaired or maintained within five (5) working days from the date of written notice from Landlord with regard to removal of trash or debris, landscape or yard maintenance, snow removal or cleaning, or parking lot lighting replacement and repair, and thirty (30) days from the date of written notice from Landlord with regard to all other matters. If Tenant refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of the Landlord after written demand, then Landlord, without prejudice to any other right or remedy it has under this Lease or otherwise, may perform such maintenance work or make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's property or Tenant's business by reason of the work or repairs. Upon completion of any such repair or maintenance, and no later than ten (10) days after presentation of a bill therefore, Tenant shall pay as additional rent, Landlord's actual costs for making such repairs or performing such maintenance. However, Tenant shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.
- 5.09 **Waste and Wrongful Use.** Tenant shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.
- 5.10 **Setback.** Tenant shall observe all setback lines applicable to the Leased Premises and shall not construct or maintain any building or other structure between any street boundary of the Leased Premises and any setback along such boundary, except for fences or walls approved by Landlord.
- 5.11 **Liens.** Tenant shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of Landlord or Tenant therein at any time during the Lease Term may become subject to any attachment, execution lien, charge, or other encumbrance, and shall defend, indemnify and hold Landlord harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by Landlord in connection therewith.
- 5.12 **Indemnification.** Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from (1) Tenant's use of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work or

things done, permitted or suffered by Tenant in or about the Leased Premises; (2) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (3) any negligence of Tenant, or any of Tenant's agents, contractors, customers or employees, or any person claiming by, through or under Tenant; and (4) any accident on or in connection with the Leased Premises, or any fire thereon, or any nuisance made or suffered thereon when and to the extent such claim arises from the negligence of Tenant.

Tenant, upon notice from Landlord, shall defend any of the above described claims at Tenant's expense. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises. However, this section does not require Tenant to indemnify, defend and hold harmless Landlord from and against any portion of a claim to the extent that portion of the claim is caused by Landlord's negligence, or the negligence of Landlord's agents, contractors or employees arising from Landlord's activities on the Leased Premises. Landlord shall indemnify, defend, and hold harmless Tenant from and against any portion of a claim to the extent that portion of the claim is caused by Landlord's negligence, or the negligence of Landlord's agents, contractors or employees arising from Landlord's activities on the Leased Premises.

Tenant acknowledges that before entering into this Lease it has fully inspected or been provided with an opportunity to fully inspect the Leased Premises and all documents in the possession of Landlord relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Tenant further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Tenant is as knowledgeable about the physical condition of the Leased Premises as Landlord, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Tenant.

- 5.13 **Costs and Expenses of Landlord.** Tenant shall forthwith pay to Landlord all costs and expenses, including reasonable attorney's fees, which are (1) paid or incurred by Landlord but are required to be paid by Tenant under any provision of this Lease; (2) paid or incurred by Landlord in enforcing any covenant of Tenant contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates; (3) incurred by Landlord in reviewing any matter for which Landlord's approval is sought and in processing such approval under this Lease; or (4) incurred by Landlord in connection with any other action in any respect related to this Lease, the Leased Premises, or Tenant's actions or omissions and the Leased Premises, other than a condemnation action filed by or against Tenant, to and in which Landlord is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all of Landlord's out-of-pocket expenditures attributable to the matter involved. Except

as otherwise expressly provided herein, all costs and expenses of Landlord shall be payable by Tenant to Landlord forthwith after mailing or personal delivery of statements therefore to Tenant. Such obligations and interest shall constitute additional rents.

- 5.14 **Surrender of Leased Premises and Improvements.** Upon the expiration or termination (including termination resulting from Tenant's breach) of this Lease, Tenant, without further notice, shall deliver to Landlord, possession of the Leased Premises. Tenant's improvements shall remain the property of Tenant. At the expiration or termination of the Lease, or any extended term thereof, Tenant shall remove, demolish, or otherwise dispose of all Tenant's improvements within one hundred twenty (120) days of expiration or termination, unless Landlord agrees otherwise, in writing, and shall leave Leased Premises in a clean and cleared condition. In the event of failure or refusal of Tenant to surrender possession of the Leased Premises or to remove Tenant's improvements from the Leased Premises in accordance with this paragraph, Landlord shall have the right to re-enter the Leased Premises and remove therefrom Tenant or any other person, form or corporation claiming by, through or under Tenant, and to declare abandoned and/or remove Tenant's improvements therefrom, and to obtain damages for trespass from Tenant, including but not limited to the actual costs of removal.
- 5.15 **Utility Services.** Tenant shall arrange for its own utility services and bear all costs for utilities.
- 5.16 **Discrimination Prohibited.** Tenant will not discriminate in allowing access to and use of the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, disability, gender, sex, sexual orientation, gender identification, or other legally protected status.
- 5.17 **Underground Conditions and Water Drainage.** Tenant has made, or had the opportunity to make, prior to the construction of any improvements on the Leased Premises will make, its own soil tests of the Leased Premises. This Lease is made subject to and without any liability on the part of the Landlord, its agents or employees because of or resulting from any fill or any subsurface or soil condition on the Leased Premises. Tenant shall not drain or discharge water from the Leased Premises onto adjoining land. The Leased Premises shall be graded and drained to cause the discharge of all water on the Leased Premises at a location or locations approved by Landlord, or into an established drainage easement, if any, on the Leased Premises.

ARTICLE 6 INSURANCE

- 6.01 **Liability Insurance.** During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Landlord, Tenant shall keep in full force and effect, a policy or policies of general liability and property damage insurance which satisfies the coverage requirements set by Landlord with respect to the

Leased Premises and the business operated by Tenant in which the limit of bodily injury, death, and property damage liability shall be not less than ONE MILLION DOLLARS per occurrence and not less than TWO MILLION DOLLARS in the aggregate, or such higher limits as Landlord may specify; provided, however, that no such limit shall in any way limit Tenant's liability or be construed as a representation of sufficiency to fully protect Tenant or Landlord. The policy or policies purchased pursuant to this paragraph shall name the Tenant as an insured and the Landlord as an additional insured with respect to the Leased Premises and the business operated by Tenant on the Leased Premises. A copy of each policy shall be provided to Landlord within three (3) days of the date this Lease is entered into.

6.02 Policy Provisions. Each policy of comprehensive general liability described above shall:

Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff; counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Landlord, for any person claiming by, through or under Landlord.

Contain no provision relieving the insurer from liability for loss occurring while the hazard to buildings and/or other improvements is increased, whether or not within the knowledge of control of; or because of any breach of warranty or condition or any other act or neglect by Landlord, or any person claiming by, through or under Landlord.

Provide that such policy may not be canceled, whether or not requested by Tenant, unless the insurer first gives not less than thirty (30) days prior written notice thereof to Landlord.

Contain a waiver by the insurer of any right to subrogation to any right of Landlord or Tenant against either of them or against any person claiming by either of them.

ARTICLE 7 EMINENT DOMAIN; CASUALTY

7.01 Permanent Taking. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or a taking of a portion of the Leased Premises that is material to Tenant's use and occupancy of the Leased Premises, or the determination of the Landlord that all or materially all of the Leased Premises is necessary for a public purpose, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by the condemner, or the written determination of the Landlord.

If less than materially all of the Leased Premises are taken, or the a taking of a portion of the Leased Premises is not material to Tenant's use and occupancy of the Leased Premises, or if the Landlord determines that it needs less than materially all of the Leased Premises for a public purpose (herein called a "partial taking"), this Lease shall continue

in effect except as to the portion so taken or condemned, but the rent to be paid by Tenant shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

7.02 Disposition of Proceeds. Landlord is entitled to all proceeds of condemnation except those proceeds specifically allocated for Tenant's improvements.

7.03 Temporary Taking. If the whole or any part of the Leased Premises or of Tenant's interest under this Lease is taken by any competent authority for its temporary use or occupancy, this Lease shall not terminate by reason thereof and Tenant shall continue to pay all rental payments and other charges payable by Tenant hereunder and to perform all other terms, covenants, and conditions contained herein, except to the extent Tenant is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Tenant shall be entitled to receive the entire amount of the award and shall be obligated, at its sole expense, to restore the Leased Premises as nearly as may be reasonably possible to the condition in which they existed immediately prior to such taking; provided, however, that if the period of temporary use or occupancy extends beyond the expiration of the Lease Term, the award shall be apportioned between Landlord and Tenant as of said date of expiration, after Landlord shall have received the entire portion of the award attributable to physical damage to the Leased Premises and any improvements thereon and to the restoration thereof to the condition existing immediately prior to the taking or condemnation.

7.04 Casualty. If the improvements on the Leased Premises shall be damaged or rendered wholly or partially unusable for Tenant's business purposes by fire or other casualty during the Term of this Lease, Tenant may terminate this Lease by giving notice to Landlord within ninety (90) days of the date of the fire or other casualty. If Tenant does not terminate this Lease, no rent shall abate after the date of the casualty, whether the Leased Premises is usable or not, and Tenant shall promptly rebuild or repair the improvements to substantially their former condition.

ARTICLE 8 ASSIGNMENTS AND MORTGAGES

Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

ARTICLE 9 TERMINATION, DEFAULT AND DEFEASANCE

9.01 Event of Default: Each of the following events shall be a default by Tenant and a breach of this Lease:

A. Failure to Continuously Operate a Facility for the General Public.

If the building is used for commercial or retail purposes, to be available to the general public does not require that all members of the general public be admitted, only that there be no discrimination in admission based on race, gender, sexual orientation, gender identify age, sex or other protected category. Additionally, continuously operate shall be defined as open and operating regularly scheduled days and hours with no more than ninety (90) calendar days closure during any calendar year.

B. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Tenant or to perform as required or conditioned by any other covenant or condition of this Lease.

C. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Tenant's interest in the leasehold estate or of Tenant's operation on the Leased Premises for any reason, including but not limited to, assignment of benefit of creditors, but not including receivership pursuant to administration of the estate of any deceased or incompetent Tenant.

9.02 **Notice and Right to Cure**

A. Notices. As a precondition to pursuing any remedy for an alleged default by Tenant, Landlord shall, before pursuing any remedy, give notice of default to Tenant.

B. Method of Giving Notice. Landlord shall give notice of default by either personal service or by first class mail.

C. Tenant's Right to Cure Default(s). If the alleged default is nonpayment of rent, Tenant shall have five (5) days after the notice is given to cure the default. For the cure of any other default, Tenant shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.

D. Non-Waiver. Acceptance by Landlord of any rents shall not be deemed to be a waiver by it of any breach by Tenant of any of its covenants contained in this Lease or of the right of Landlord to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Landlord of any breach by Tenant shall not be deemed to be a waiver of the right of Landlord to declare forfeiture for any other breach or of any other covenant.

9.03 **Right of Landlord to Protect Against Default**

If Tenant fails to observe or perform any of its covenants contained herein, Landlord, at any time thereafter and with seven (7) days' notice, or in the case of

a situation deemed by Landlord to constitute an emergency, without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Tenant, and shall not be liable to Tenant or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of any of them. All costs and expenses paid or incurred by Landlord in observing or performing such covenant shall constitute additional rents, which Tenant shall forthwith pay to Landlord upon statements therefore.

9.04 **Landlord's Remedies**

If any default by Tenant shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, Landlord has the following remedies in addition to all other rights and remedies provided by law or equity or other provisions of this Lease, to which Landlord may resort cumulatively or in the alternative. The election of one remedy for any one default shall not foreclose an election of any other remedy for another default or for the same default at a later time.

- A. Termination in the Event of Default. Landlord may, at Landlord's election, terminate this Lease in the event of default by giving Tenant notice of termination. On the giving of the notice, all Tenants' rights in the Leased Premises shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Leased Premises and all Improvements not required to be removed, and Landlord may re-enter and take possession of the Leased Premises and all remaining improvements. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or accruing against Tenant, or any other relief available to Landlord.
- B. Recovery of Rent. Landlord shall be entitled, at Landlord's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of twelve and a half (12.5%) percent from the due date of each installment.
- C. Tenant's Personal Property. Landlord may, if Tenant fails to remove personal property or Tenant's improvements within the time allowed above, use Tenant's personal property, Tenant's improvements and trade fixtures on the Leased Premises, or any of such property without liability for use or damage, or store them at the sole risk and cost to Tenant.
- D. Damages. Landlord shall also be entitled, at Landlord's election, to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination and the time the Leased premises are relet; (2) the amount, if any, by which the rent under this Lease exceeds the rent under any subsequent Lease upon reletting calculated over the Lease Term; and (3)

all administrative, marketing, maintenance, repair, cleaning and similar costs incurred by Landlord.

- E. Application of Sums Collected by Landlord. Landlord shall apply all proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorney's fees and broker's commissions or both) paid or incurred by or on behalf of Landlord; second, in recovering possession, placing the Leased Premises and improvements in good condition, and preparing or altering the Leased Premises or improvements for reletting; third, to the reasonable expenses of securing new Tenants; fourth, to the fulfillment of Tenant's covenants to the end of the Lease term; and finally, to Landlord's uses and purposes.
- F. Costs. In the event Tenant shall be in default in the performance of any of its obligations under this Lease, and Landlord takes any action to enforce this Lease, including, but not limited to, court action, Tenant shall pay Landlord all the expenses incurred by Landlord in taking such action including full and reasonable attorney's fees.

ARTICLE 10 GENERAL PROVISIONS

10.01 Landlord's Right to Entry, Inspection and Repair

Landlord may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Tenant or its authorized representative, after giving twenty-four (24) hours advance notice to Tenant of such inspection. To protect the confidentiality of Tenant's clients, Landlord shall take every step possible to not enter without the presence and consent of Tenant except in an emergency or upon agreement by Tenant, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Landlord may enter and inspect the Leased Premises on reasonable notice to Tenant (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Tenant, as may be necessary to avert or terminate the emergency. An emergency is any action, event or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and includes, but is not limited to, flood, fire, explosion, uncontrolled dangerous discharge or release of water or fluids, or the unauthorized or illegal placement of hazardous or toxic materials on Leased Premises). The provisions of this paragraph apply to Landlord solely in its capacity as Landlord hereunder and not in any other capacity.

10.02 Notices

All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by facsimile, email (with a hard copy mailed first class) or mailed and addressed to the respective parties as follows:

To Landlord:
City Manager
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

With Required Copy to:

City of Bethel Legal Department
PO Box 1388
Bethel, Alaska 99559-1388

To Tenant:

10.03 Covenants and Conditions

Every provision in this Lease which imposes an obligation upon Tenant or invests an option, power, or right in Landlord shall be deemed to be a covenant of Tenant in favor of Landlord, and the time of observance and performance by Tenant of each such covenant shall be of the essence. Full and faithful observance and performance by Tenant of each of its covenants contained in this Lease shall be a condition of this Lease.

10.04 Integration and Amendment

Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Landlord and Tenant with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by Landlord and Tenant.

10.05 Survival and Severability

If any provision of this Lease shall be deemed to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, other than at the initiative or with the support of Landlord, within thirty (30) days of receipt of written notice of such holding, Landlord shall have the right and option, exercisable by written notice thereof to Tenant, to terminate this Lease effective as of the date of such written notice of exercise. It is understood and agreed that otherwise this Lease, except for such provision so held to be void or otherwise unenforceable, shall remain in full force and effect.

10.06 Binding Effect

This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns. The designations "Landlord" and "Tenant" include their respective successors and assigns and shall be so construed that the use of the singular includes the plural number, and vice versa, and the use of any gender include the other genders. If at any time during the Lease Term Tenant is more than one person or entity, including persons who are partners and operate Tenancy as a partnership, their liability thereunder shall be joint and several.

10.07 Landlord's Authority to Convey Fee Title

Landlord retains the absolute and unconditional right to convey fee title in the Leased Premises or an interest or estate therein, subject to this Lease and the interest of any qualified mortgagee.

10.08 Tenant's Authority to Execute Lease

The Tenant represents that the person signing this Lease on its behalf has been duly authorized to sign this Lease and has the authority to bind the Tenant.

10.09 Captions

The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.

10.10 Execution and Counterparts

This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

10.11 Governing Law/Construction

This Lease shall be construed and governed by the laws of the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirements for interpretation or construction shall arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the Bethel Court in the Fourth Judicial District at Bethel, Alaska.

IN WITNESS WHEREOF. Landlord and Tenant have duly executed and acknowledged this Lease.

CITY OF BETHEL

YUKON KUSKOKWIM HEALTH CORP.

William F. Howell, III
Acting City Manager

By: Dan Winkleman
Its: President

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #19-14

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING TITLE 5.08 ALCOHOLIC BEVERAGES

WHEREAS, the Bethel City Council through careful evaluation of the statistics provided by our first responders, have identified an excessive rate of alcohol related calls in the community and is taking action to help reduce the harm and nuisances caused by non-responsible drinking;

WHEREAS, the qualified voters of Bethel has opted out of the State of Alaska's Local Option regulations thereby electing to of limited restrictions of the sale of alcoholic beverages within the City of Bethel;

WHEREAS, in an effort to mitigate nuisances and harm caused by alcoholic beverages in the community, the City Council hereby modifies the Bethel Municipal Code to implement more strict laws associated with the sale, distribution, purchasing and consumption of alcoholic beverages;

WHEREAS, near the sites of the current and previous retail stores, a number of professional establishments (businesses and offices) attempting to carry on a peaceful workday are facing undue interruptions from intoxicants;

WHEREAS, in an effort to reduce the harm caused by these nuisances, the Council amends the hours and days of operations for retail stores to reduce the number of hours the stores can be open during the business day which is expected to help reduce the nuisances near and around the businesses and offices;

WHEREAS, the City wishes to take extra precaution to help ensure the sales of alcoholic beverages are not made to those under the age of 21 or to those that have alcohol restrictions placed by the court;

WHEREAS, Alaska Statutes 4.21.050 proof of age and of not being restricted from purchasing alcoholic beverages, states if an agent or employee has reason to question if the person as attained the age of 21 years or is restricted from purchasing alcohol, the agent shall require the person to sign a statement that the person is over the age of 21 or is not restricted from purchasing alcohol (this form is supplied by the Alcohol Beverage Control Office);

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

WHEREAS, in an effort to reduce the chances of vendors selling to people under the age of 21 or selling to someone who as restrictions, the City will now require the purchaser to provide a State of Alaska ID or Driver's License or sign a statement saying they are of age and not on restricted status, the State of Alaska Driver's License and/or ID are the only ID that will indicate court restrictions on individuals;

WHEREAS, some vendors are accepting other forms of IDs, passports, military IDs, tribal IDs, while these may be acceptable forms, they do not indicate alcohol restrictions which could mean there are people being sold alcohol that have restriction;

WHEREAS, more strict restrictions on the number of bottles of distilled spirits sold by each vendor will reduce the amount of hard spirits available to any one person, which is expected to reduce the amount of nuisances and harm caused by the consumption of this high alcohol content liquor;

WHEREAS, the sell to list will be used as a tool for the vendor to help keep track of the number of bottles of distilled spirits sold;

WHEREAS, the Police Department has identified the current law of public consumption are difficult to enforce, as the officers are rarely able to catch someone in the act of drinking;

WHEREAS, by changing the regulation to prohibiting open containers in public, anyone caught with a container that has the Internal Revenue Service strip stamp not intact, any container or package that has been opened at least once since purchase or manufacture; or any container or package containing an alcoholic beverage other than the original container or package could be fined;

WHEREAS, the City Council wishes to take

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

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

Section 2. Amendment: Section 5.08 of the Bethel Municipal Code, Alcoholic Beverages is hereby amended, new language is underlined and old language is stricken.

Chapter 5.08

ALCOHOLIC BEVERAGES

Sections:

- 5.08.010 Definitions.
- 5.08.020 Procedure for administrative review of license applications.
- 5.08.030 City council review of license.
- 5.08.040 Council action on liquor license applications.
- 5.08.050 Recordkeeping required of all sellers.
- 5.08.060 Conditional use permit required.
- 5.08.070 Licensee responsible for employees' actions on premises.
- 5.08.080 Hours and days of operation.
- 5.08.090 Obligation to enforce restrictions within licensed premises.
- 5.08.100 Alcohol server training course requirement.
- 5.08.110 Operation of licensed premises.
- 5.08.120 Restrictions on purchase and sale of alcoholic beverages.
- 5.08.130* Purchase and sale of restriction on distilled spirits.
- 5.08.130 Sale to intoxicated persons.
- 5.08.140 Eviction of patrons.
- 5.08.150 Open container.
- 5.08.160 Transportation of alcohol.
- 5.08.170 Inspection of premises.
- 5.08.180 Access for enforcement.
- 5.08.190 Alcohol offenses.
- 5.08.200 Penalties.

5.08.010 Definitions.

A. "Alcoholic beverages" means all spirituous, vinous, malt or other fermented or distilled beverages whatever the origin, that are intended for human consumption as a beverage and that contain one-half of one (1) percent or more of alcohol by volume, whether produced commercially or privately.

B. "Board" means the Alcoholic Beverage Control Board established under AS 04.06.010.

C. "Intoxicated person" means a person whose physical or mental conduct is substantially impaired as a result of the introduction of an alcoholic beverage into the person's body and who exhibits those plain and easily observed or discovered outward manifestations of behavior commonly known to be produced by the overconsumption of alcoholic beverages.

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

D. "Licensed premises" means any or all designated portions of a building or structure, rooms or enclosures in the building or structure, or real estate leased, used, controlled, or operated by a licensee in the conduct of business for which the licensee is licensed by the ABC Board and the city at the specific address for which the license is issued.

E. "Liquor license" means any of the licenses or permits described in AS 04.11.080

F. "Open containers" means any original container or package without the Internal Revenue Service strip stamp intact upon such container or package; any container or package that has been opened at least once since purchase or manufacture; or any container or package containing an alcoholic beverage other than the original container or package.

G. "Person" means an individual, partnership, cooperative, association, joint venture, corporation, estate trust, business, receiver, or any entity, group or combination acting as a unit.

H. "Public place" means a public street, sidewalk, alley, or park, a state or municipal building or associated grounds, municipal harbor facilities, and stores or establishments doing business with the public and not authorized to sell intoxicating liquor for consumption on the premises.

5.08.020 Procedure for administrative review of license applications.

A. Upon receipt of notice from the Board of an application for the issuance, renewal, transfer of location or transfer to another person of a liquor license for a license location in the city, the clerk shall as soon as practicable distribute copies of the notice to the city manager, the city council and the city attorney.

B. The city manager shall immediately refer the application for review as follows:

1. To the planning director or their designee to determine if the applicant has complied with the conditional use provision of the Bethel Municipal Code;
2. To the finance director or their designee to determine whether the licensee or license transferee is delinquent in paying to the city any tax, assessment, business license fee, or fee or charge for utility service for the business and/or affiliate (as defined in 3 AAC 304.990) that operates or will operate, under the liquor license.
3. To the police and fire chiefs to determine whether, in their opinion, there have been excessive calls for service, excessive numbers of convictions or arrests for unlawful activity at the license location, police or ambulance reports, reports of unlawful activity at the license location, or police, fire or ambulance dispatches to the license location.

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

C. The fire chief, police chief, planning director and finance director shall forward written statements to the city manager within fourteen (14) calendar days after the application was referred by the city manager.

D. The city manager shall provide a written report to the city council, with a copy to the applicant, listing any objections to the Board's issuance of the application. The city manager's report is due within twenty (20) days after the date of receipt of notice from the city clerk.

E. An applicant who believes the city manager's report contains factual errors shall file a written protest outlining, with specifics, the sections of the report believed to be factually incorrect. Such protest must be filed to the city manager not later than ten (10) calendar days after issuance of the city manager report.

F. The city manager shall investigate the applicant's protest and shall issue a written decision no later than ten (10) calendar days after receipt of the protest.

G. The city clerk shall place the matter of the application upon the city council agenda not less than thirty (30) and not more than forty (40) calendar days after the date of receipt from the Board.

5.08.030 City council review of license.

The city council shall determine whether to protest or recommend with conditions, the issuance, renewal or transfer of a liquor license application and shall consider the following factors it believes are pertinent. Such factors shall include, but not be limited to:

A. City records indicating whether the applicant and/or transferor is in violation of the city sales tax ordinances or regulations, has failed to comply with any of the filing, reporting or payment provisions of the city ordinances or regulations, or has any unpaid balance due on tax accounts for which the applicant and/or transferor is liable;

B. The character and public interests of the surrounding neighborhood;

C. Actual law enforcement problems with supporting data;

D. The concentration of other licenses of the same and other types in the area;

E. The adequacy of parking facilities;

F. The safety of ingress to and egress from the premises;

G. Compliance with state and local fire, health and safety codes;

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

H. The degree of control the licensee has or proposes to have over the conduct of the licensed business. In determining the applicant's demonstrated ability to maintain order and prevent unlawful conduct, the city council may consider police reports, the appearance of a readily identifiable pattern or practice of recurring violent acts or unlawful conduct on the licensed premises, testimony presented before the council, written comments, or other evidence deemed to be reliable and relevant to the purpose of this subsection;

I. Whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in BMC 5.08.110;

J. The proximity to a school or alcohol inpatient or outpatient treatment;

K. Any history of convictions of the applicants and affiliates of the applicants for:

1. Any violation of AS Title 4;

L. Any other factor the city council determines is relevant to a particular application.

5.08.040 Council action on liquor license applications.

A. If a city council member wishes to protest the application, a resolution shall be prepared and introduced at the next regularly scheduled council meeting or earlier if necessary to meet the requirements of AS 04.11.480.

B. At least seven (7) calendar days prior to the council meeting, the city clerk shall provide the applicant with:

1. A copy of the proposed resolution; and

2. Notice of the date and time when council will consider the resolution; and

3. Notice the applicant will have an opportunity, pursuant to 3 AAC 304.145(d), to appear before the council to defend the application.

C. A protest by the council under this section cannot be based in whole or in part on police reports or other written materials available to the city but which were not provided to the affected applicant before the public hearing on that protest.

D. At the conclusion of the public hearing, and any deliberation of the council, the council may choose to:

1. Pass the resolution protesting to the Board the issuance, transfer or renewal of the liquor license application; or

2. Recommend the license be approved with conditions; or

3. Take no action on the application.

5.08.050 Recordkeeping required of all sellers.

A. Premises licensed under AS 04.11 shall keep and preserve suitable records of all sales made by the seller and such other books or accounts as may be necessary to determine the amount of tax which it is obliged to collect, including records of the gross daily sales, together with invoices of purchases and sales, bills of lading, bills of sale or other pertinent records and documents as will substantiate and prove the accuracy of a tax return.

B. "Suitable records of all sales made" as used in subsection A of this section shall mean at a minimum a daily "Z" or "Z-total" report or equivalent (a "Z" or "Z-total" report is the report generated by the cash register at the end of each business day, which calculates, at least, the totals for each department key, total sales and total receipts – although some cash registers have more detailed "Z" or "Z-total" reports). Whatever records are kept must reflect the total daily purchases of taxable items. If no taxable sales are made on a business day, the records kept shall so reflect "zero" sales on that day. Records must also be kept to substantiate any claimed deductions or exclusions authorized by law. Records may be written, stored on data processing equipment or may be in any form that the city may readily examine.

C. All sellers within the city who sell alcoholic beverages must have a cash register and must record each retail sale on a cash register that provides, at a minimum, a daily "Z" or "Z-total" report, or equivalent.

D. Records shall be kept in a systematic manner conforming to accepted accounting methods and procedures. Such records include:

1. The books of accounts ordinarily maintained by a prudent business person. Records and accounting information stored on computers must be provided to the city in a readable form when requested by the city.
2. Documents of original entry such as original source documents, prenumbered sequential source documents, prenumbered sequential receipts, cash register tapes, sales journals, invoices, job orders, contracts, or other documents of original entry that support the entries in the books of accounts.
3. All schedules or working papers used to prepare gross and taxable sales results, including receipts or invoices showing exempt sales.

E. Records must show:

1. Gross receipts and amounts due from all taxable and exempt sales; and

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

2. The total purchase price of all goods and other property purchased for sale, resale, consumption, or lease.

F. Every seller shall preserve suitable records of sales for a period of three (3) years from the date of the return reporting such sales, and shall preserve for a period of three (3) years all invoices of goods and merchandise purchased for resale, and all such other books, invoices and records as may be necessary to accurately determine the amount of taxes which the seller was obliged to collect under this chapter.

G. The city finance department may examine and audit any relevant books, papers, records, returns or memoranda of any seller, may require the attendance of any seller, or any officer or employee of a seller, at a meeting with the finance director or his or her designee, and may require production of all relevant business records, in order to determine whether the seller has complied with this chapter.

5.08.060 Conditional use permit required.

Unless exempt, any use that includes the retail sale or dispensing of alcoholic beverages is permitted only by a conditional use permit. The conditional use requirement applies only to the retail sale or dispensing of alcoholic beverages and not to related principal or accessory uses.

5.08.070 Licensee responsible for employees' actions on premises.

A. A licensee may neither knowingly allow agents or employees to violate this chapter or AS Title 4 or regulations adopted thereunder, or to recklessly or with criminal or civil negligence fail to act in accordance with the duties prescribed under AS 04.21.030 with the result that an agent or employee of the licensee violates a law, regulation or ordinance.

B. The licensee shall be responsible for all acts or omissions of the licensee's employees on the licensed premises. The licensee may be cited and prosecuted for all acts or omissions of employees which are committed on the licensed premises and which are in violation of this chapter; provided, however, that the prosecution of the licensee shall not prohibit the prosecution of the employee for acts or omissions committed by the employee in violation of any provision of this chapter.

5.08.080 Hours and days of operation.

A. Premises licensed under AS 04.11.080 for the service and consumption of alcoholic beverages shall be closed for the sale, service and consumption of alcoholic beverages between the hours of 1:00 a.m. and 11:00 a.m. Monday through Friday, and between the hours of 2:00 a.m. and 11:00 a.m. on Saturday or Sunday or on a legal holiday recognized by the state under AS 44.12.010 with the exception of New Year's Day during which the establishment shall close by 3:00 a.m.

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

B. All other retail premises licensed under AS 04.11.080 ~~shall be closed~~ may be open for the sale of alcoholic beverages between the hours of ~~11:00 p.m. and 11:00 a.m.~~ 2:00 p.m. and 10:00 p.m.

C. A person may not sell, offer for sale, give, furnish, deliver or consume an alcoholic beverage on premises licensed under AS 04.11 during the hours of closure set forth in this section.

D. A licensee, an agent, or employee may not permit a person to consume alcoholic beverages on the licensed premises between the hours of closure set forth in this section.

E. As authorized by AS 04.16.070(b), the sale of alcoholic beverages on state and/or city election days is not prohibited.

5.08.090 Obligation to enforce restrictions within licensed premises.

A licensee, their agent or employee may not permit the consumption of alcoholic beverages by any person within the licensed premises unless it is permitted by the license.

5.08.100 Alcohol server training course requirement.

A. A licensee, their agent or employees may not sell or dispense alcoholic beverages to the public prior to the successful completion of a liquor server awareness training program approved by the Board.

B. Licensees, their agents and employees who sell or dispense alcoholic beverages must be able to show proof of completion of a liquor server awareness training program approved by the Board upon request by a peace officer, the city manager (or their designee) or the Board.

5.08.110 Operation of licensed premises.

A. Except as otherwise provided in this section, the operations procedures set forth in subsection B of this section shall apply to all persons seeking the issuance, renewal or transfer of any license issued by the Board by virtue of AS Title 4 and other applicable provisions of law allowing the sale or service of alcoholic beverages. Subsection (B)(1) of this section shall not apply to persons seeking the issuance, transfer or renewal of licenses issued under AS Title 4 which do not authorize the sale or service of alcoholic beverages for consumption on the premises licensed.

B. Persons seeking the issuance, transfer or renewal of licenses issued by the Board under AS Title 4 and other applicable provisions of law shall comply with the following operations procedures:

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

1. Happy Hours. The city adopts AS 04.16.015, Pricing and marketing of alcoholic beverages.
2. Public Transportation. Licensees shall make available to their patrons access to means of public transportation or permit patrons to make arrangements for transportation off the premises.
3. Notice of Penalties. Operators shall place, at conspicuous locations within licensed premises, a clear and legible sign describing applicable penalties for driving under the influence, and for service or sale of alcoholic beverages to minors or intoxicated persons.
4. Availability of Nonalcoholic Drinks. Operators shall have nonalcoholic drinks available for their patrons.
5. Compliance Determination. In order to determine whether applicants seeking the issuance, renewal or transfer of alcoholic beverage licenses have complied with the provisions of this chapter, applicants shall, at the request of the city, submit to the city manager (or their designee) an alcoholic beverage licensee compliance form. Upon request, operators shall also provide the city manager with certificates from all current employees demonstrating that those employees have successfully completed a liquor service awareness training program such as the program for techniques in alcohol management (T.A.M.) as approved by the Board.
6. Warning Signs for Impoundment and Forfeiture of Vehicles Seized Pursuant to an Arrest for or Charge of Driving under the Influence or Refusal to Submit to Chemical Tests. Upon adoption of a municipal code allowing for the forfeiture, operators shall display at conspicuous places in licensed premises two (2) signs warning that vehicles are seized in cases of driving under the influence or refusal to submit to chemical tests. One of these warning signs shall be at least eleven (11) inches by fourteen (14) inches in size, and must read, in lettering at least one-half (1/2) inch high and in contrasting colors or black and white, "DRIVE UNDER THE INFLUENCE – LOSE YOUR CAR." The sign described in the preceding sentence must carry a logo or illustration approved by the chief of police or their designee which shows an automobile being towed. The second warning sign shall be at least eleven (11) inches by fourteen (14) inches and must read, in letters at least one-quarter (1/4) inch high and in contrasting colors or black and white:

WARNING: IF YOU DRIVE UNDER THE INFLUENCE OR LET ANYONE DRIVE YOUR VEHICLE UNDER THE INFLUENCE, YOU WILL LOSE YOUR VEHICLE. The police SEIZE cars and trucks driven by intoxicated drivers. A vehicle will be IMPOUNDED for 30 days for the driver's first

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

DUI offense. A vehicle will be FORFEITED if the driver has been convicted of DUI in the past ten (10) years.

7. Warning Signs Required Other. The city adopts AS 04.21.065(b).

~~C. Mandatory Identification Check in the Retail Sale of Alcoholic Beverages. Licensee or licensee's employee or agent shall require any purchaser (and anyone accompanying the purchaser) of alcoholic beverages to produce a current government issued identification with birth date and photograph for identification check prior to any on-premises sale. The purpose of the identification check is to verify age and eligibility to purchase alcoholic beverages. Failure to conduct the mandatory identification check required by this section is a violation of code and the licensee or licensee's employee or agent failing to conduct the mandatory identification check shall be subject to the civil penalty provisions of this chapter. For purposes of mandatory identification check required by this section:~~

~~1. "Current government issued" means a state, federal or foreign government picture identification in force and effect for a specified period stated within the identification, when presented prior to expiration of the period stated. A state government identification with birth date and photograph issued by any state of the United States is included within the meaning of "current government issued" if the period of validity is specified and the identification is presented prior to expiration of the period stated.~~

~~2. The subsequent invalidation of the identification as a bona fide government issued identification does not invalidate the compliance.~~

Any person ordering, purchasing, attempting to purchase or otherwise procuring or attempting to procure alcoholic beverage shall present a valid Alaska driver's license or valid Alaska identification card as proof of age and that the person is not restricted from purchasing alcoholic beverages.

If a person is unable to present a valid Alaska driver's license or valid Alaska identification card, the agent may elect to accept a passport, military identification card or other government issued identification but only when the person provides a signed statement indicated the individual is 21 years of age or over or is not restricted from purchasing alcoholic beverages. The signed statement shall be retained by the vender for a period of 90 days.

3. An ongoing pattern of noncompliance with the mandatory identification check required by this code may result in review of the conditions of use or may result in the revocation of a special use permit previously approved by the city council. Action by the city council on licensee's special use permit under this section shall be in

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

addition to any criminal or civil penalty applicable to the individual making the sale without performing the mandatory identification check.

D. Security Personnel. Each premises licensed under AS 04.11.090, Beverage dispensary license, shall employ at least one (1) person who shall be on duty between 8:00 p.m. and the closing hour of the licensed premises. This person shall not be the bartender on duty, and shall be on duty for the express purpose of maintaining order within the establishment and assuring compliance, by the clientele, with the provisions of this chapter.

E. Security Cameras. At least one (1) ~~twenty-four (24) hour~~ thirty (30) day time-lapse security camera is required to be installed and properly maintained in the interior of the building at all locations licensed under AS 04.11.150, Package store license. The cameras must be able to capture all sales transactions. To the extent allowed by law, the establishment operators may be required to provide any tapes or other recording media from the security camera to the police department.

F. Premises to Be Cleared upon Closing. Upon closing, licensees shall clear alcoholic beverage establishment of all persons, other than necessary employees, within fifteen (15) minutes after the closing hours.

G. Age Limit Signs to Be Exhibited. All licensees shall cause to remain displayed upon the premises and in the entrance to the premises of their establishments a conspicuous sign in a prominent place visible from outside the establishment, which shall in substance state: "No person under the age of twenty-one (21) years permitted. Any such person will be prosecuted to the full extent of the law." Excepting that licensed establishments regularly serving meals may modify the sign in accordance with the provisions of this chapter and AS Title 4.

5.08.120 Licensee Restrictions on purchase and sale of alcoholic beverages.

A. A person licensed under AS 04.11.090 (Beverage Dispensary License), 04.11.100 (Restaurant or Eating Place), 04.11.110 (Club License), or 04.11.150 (Package Store) may not purchase, sell, or offer for sale an alcoholic beverage unless the alcoholic beverage being purchased, sold, or offered for sale was obtained from a person licensed under:

1. AS 04.11.160 (wholesale licenses) as a primary source of supply for the alcoholic beverage being purchased, sold, or offered for sale;
2. AS 04.11.150 (package store) and the alcoholic beverage being purchased, sold, or offered for sale was obtained from a person licensed under AS 04.11.160 (wholesale) as a primary source of supply; or

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

3. AS 04.11.130 (licensed brewery), 04.11.140 (licensed winery), or 04.11.170 (licensed distillery).

5.08.130 Purchase and Sales Restriction on Distilled Spirits.

A. A person may not purchase more than two containers/bottles of distilled spirits from a single vendor in one day.

B. A licensee, an agent, or employee may not permit a person to purchase more than two containers/bottles of distilled spirits in one day. A licensee shall maintain a "sell to" list of customers purchasing hard spirits.

5.08.*130 Sale to intoxicated persons. ** numbering system will be corrected following the final adoption of the ordinance.*

A. A licensee, his agent or employee may not knowingly or negligently:

1. Sell, give or barter alcoholic beverages to an intoxicated person;
2. Allow another person to sell, give or barter an alcoholic beverage to an intoxicated person within the licensed premises;
3. Allow an intoxicated person to enter and remain within the licensed premises or to consume an alcoholic beverage within the licensed premises; or
4. Permit an intoxicated person to sell or serve alcoholic beverages.

5.08.140 Eviction of patrons.

The licensee and employees of the licensee are expressly permitted to evict any person suspected of being under the age of twenty-one (21) or intoxicated and failure of such person to leave after oral request is unlawful and an offense on the part of that person.

5.08.150 ~~Open container.~~ Public possession or consumption of intoxicating liquor.

~~A. It shall be unlawful to consume an open container of alcoholic beverages on the public streets, sidewalks, alleys, parks, or other public places throughout the city. Open containers of alcoholic beverages may be carried in a vehicle in a locked truck or other secured location inaccessible to the driver and passengers within the vehicle.~~

~~B. Open containers are permitted on private residential property, with the consent of the owner or legal occupant of the property.~~

A. No person may consume an intoxicating liquor in or upon a public place.

B. No person may possess an intoxicating liquor in an open container in or upon a public place.

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

5.08.160 Transportation of alcohol.

The transportation of alcoholic beverages by common carrier or commercial carrier within the city of Bethel to a residential home or nonlicensed alcohol distribution facility is strictly prohibited except as expressly authorized by AS Title 4.

5.08.170 Inspection of premises.

A. The premises of licensees authorized to sell or distribute intoxicating liquor shall be easily accessible for inspection by police officers during all regular hours of the transaction of business upon the premises, and at any other time with reasonable notice by the officer.

B. The police department may inspect any premises with an alcoholic beverage license for compliance with conditions on the license. Upon discovering a violation of such conditions, the police department shall submit a written report of the violation to the city clerk for review by the city council and provide a copy thereof to the licensee.

C. If at any time there appears to be a readily identifiable pattern or practice of recurring violent acts or unlawful conduct in a licensed premises, the city may send notice of possible protest to the licensee that he or she must submit and implement a plan for remedial action or be in jeopardy that a protest will be filed to any renewal, transfer of location or transfer of ownership sought by the licensee.

D. Upon receiving a report of conditions violation, the city council may:

1. Revoke the premises' conditional use permit;
2. Protest the issuance, renewal, transfer, relocation or continued operation of the license;
3. Recommend imposition of conditions on the state liquor license pursuant to AS 04.11.480(c); or
4. Notify the Board that a licensee has violated conditions and request that an accusation pursuant to AS 04.11.370 be brought against the licensee.

E. Prior to taking any of the actions listed in subsection (D) of this section, the city shall give the permittee or licensee notice and an opportunity to be heard on the accusation(s) at a publicly noticed council meeting.

5.08.180 Access for enforcement.

A. The public entrance of licensed alcoholic beverage establishments shall be open and unlocked before and after the closing hour of such establishment if there are any patrons in the establishment.

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

B. Licensees of licensed alcoholic beverage establishments, their employees and all patrons in such establishments shall permit and aid the entry of any law enforcement officer during all hours of operation and at any other time when there are two or more persons in such licensed alcoholic beverage establishment.

C. Lack of knowledge, lack of intent and absence from the premises shall not be defenses to any action brought under this section against any such employee in charge of such establishment or such licensee.

D. Licensees shall provide the police chief with their current hours of operation. Any changes to the hours of operation shall be communicated, in writing, to the police chief, at least three (3) business days prior to the change being implemented.

5.08.190 Alcohol offenses.

A. Violation of any section of this chapter shall be an infraction.

B. The Bethel police department shall have the authority to write and serve citations for violations of the provisions of any portion of this chapter. [Ord. 15-32 § 2.]

5.08.200 Penalties.

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
Premises open during nonpermissible hours	5.08.080(A) & (B)	No	1st Offense: \$150 2nd Offense: \$300 3rd & subsequent offenses: \$700
Selling, offering for sale, giving, furnishing, delivering or consuming alcohol on premises during hours of closure	5.08.080(C)	No	\$300
Allowing person to consume alcohol on premises during hours of closure	5.08.080(D)	No	\$300
Allowing consumption on premises in violation of license	5.08.090	No	\$500
Selling or dispensing alcohol prior to	5.08.100(A)	Yes	\$1,000

Introduced by: Council Member Albertson
 Introduction Date: June 25, 2019
 Public Hearing: July 9, 2019
 Action:
 Vote:

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
successful completion of a liquor server awareness training program			
Allowing employee to sell or dispense alcohol prior to their successful completion of a liquor server awareness training program	5.08.100(A)	Yes	\$1,000
Failure to show proof of successful completion of a liquor server awareness training program	5.08.100(B)	Correctable	\$300
Violation of happy hour rules	5.08.110(B)(1)	No	\$300
Failure to provide access to means of public transportation to patrons or to arrange for transportation off premises	5.08.110(B)(2)	No	\$500
Failure to properly post signs	5.08.110(B)(3), (6), (7)	No	\$250
Failure to have nonalcoholic drinks available	5.08.110(B)(4)	No	\$150
Failure to submit an alcoholic beverage compliance form upon request	5.08.110(B)(5)	No	\$300

Introduced by: Council Member Albertson
 Introduction Date: June 25, 2019
 Public Hearing: July 9, 2019
 Action:
 Vote:

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
Failure to check identification of purchaser	5.08.110(C)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Acceptance of nonconforming identification for purchase of alcoholic beverage	5.08.110(C)	Yes	1st offense: \$150 2nd offense: \$300 3rd & subsequent offenses: \$700
Failure to have security personnel on premises as required	5.08.110(D)	No	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Failure to install or maintain security equipment	5.08.110(E)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Interior camera not positioned to capture sales transactions	5.08.110(E)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Failure to clear premises after closing	5.08.110(F)	No	1st offense: \$150 2nd offense: \$300 3rd & subsequent offenses: \$700
Failing to post age limit signs	5.08.110(G)	No	\$300
Sale of alcoholic beverages improperly obtained	5.08.120	Yes	\$700
<u>Purchase/Sale Restrictions Distilled Spirits</u>	<u>5.08.130</u>	<u>Yes</u>	<u>1st offense: \$150</u> <u>2nd offense: \$300</u> <u>3rd & subsequent offenses: \$700</u>

Introduced by: Council Member Albertson
 Introduction Date: June 25, 2019
 Public Hearing: July 9, 2019
 Action:
 Vote:

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
Sale of alcohol to an intoxicated person	5.08.130 <i>*Numbers will be corrected...</i>	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Providing alcohol to an intoxicated person	5.08.130	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Allowing another person to sell or provide alcohol to an intoxicated person	5.08.130(A)(2)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Allowing an intoxicated person to enter and remain within licensed premises	5.08.130(A)(3)	Yes	1st offense: \$150 2nd offense: \$300 3rd & subsequent offenses: \$700
Permitting intoxicated person to consume alcoholic beverage within a licensed premises	5.08.130(A)(3)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Permitting an intoxicated person to sell or serve an alcoholic beverage	5.08.130(A)(4)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Carrying, possessing or consuming an open container in public	5.08.150 (A) (B)	No	1st offense: \$150 2nd offense: \$300 3rd & subsequent offenses: \$700
Transportation of alcohol by common carrier	5.08.160	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Transportation of alcohol by commercial carrier	5.08.160	Yes	1st offense: \$500 2nd offense: \$700

Introduced by: Council Member Albertson
Introduction Date: June 25, 2019
Public Hearing: July 9, 2019
Action:
Vote:

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
			3rd & subsequent offenses: \$1,000
Failure to make premises easily accessible for inspection by police officers	5.08.170(A)	Yes	\$700
Failing to maintain premises unlocked while patrons are on premises	5.08.180(A)	Yes	\$1,000
Failure to permit or aid the entry of law enforcement during hours of operation	5.08.180(B)	Yes	\$700
Failure to permit or aid the entry of law enforcement any time there are two (2) or more persons on the premises	5.08.180(B)	Yes	\$700

SECTION 3. Effective Date. This ordinance shall become effective on August 1, 2019 upon passage by the Bethel City Council.

ENACTED THIS __ DAY OF JULY 2019 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Acting City Manager Howell
Introduction Date: July 9, 2019
Public Hearing: July 23, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA **ORDINANCE # 19-11(a)**

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2019 Budget

Be it Enacted by the Bethel City Council that the FY 2020 Annual Budget be amended as follows:

Section 1. The following sums of money may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2020 (July 1, 2019 to June 30, 2020).

Section 2. The following is a summary of the changes by fund and department:

Whereas; The City Attorney budgeted \$65,000 for property surveys of municipal land, a project the current attorney expects to not complete within the remaining month of her tenure.

Whereas; The City Clerk's Office and Administration will need funds budgeted under legal fees to cover the cost of the transition between City Attorneys;

Whereas; Administration wishes to increase the salary for the City Planner from \$90,000 to \$102,000;

Administration

Budget modification (a)

Account #	Increases	Budgeted Amount	Amended To
10-51-649	Legal Fees	5,000	50,000
	Total Increases		45,000
	Decreases		
	None		
	Total Decreases		0
TOTAL	Net Change to Administrations Budget		45,000

City Clerk's Office

Budget modification (b)

Account #	Increases	Budgeted Amount	Amended To
10-52-649	Legal Fees	5,000	15,000
	Total Increases		10,000
	Decreases		
	None	0	0
	Total Decreases		0
TOTAL	Net Change to City Clerk's Office		10,000

Planning Department

Budget modification (c)

Account #	Increases	Amount	Amended To
10-54-501	Personnel Line Item City Planner Salary	79,568	102,363
10-54-511	Medicare	1,154	1,484
	Workers' Compensation	213	274
10-54-518	PERS	17,505	22,520
	Total Increases		28,201

	Decreases		
	Total Decreases		0
TOTAL	Net Change to City Attorney's Office		28,201

City Attorney's Office

Budget modification (d)

Account #	Increases	Budgeted Amount	Amended To
10-56	Personnel Line Item Personal Time Off Cash-Out	0	6,400
	Total Increases		6,400
	Decreases		
10-56-649	Other Professional Services	65,000	10,000
10-56-501	Personnel Line Item City Attorney Salary	131,840	125,440
	Total Decreases		(61,400)
TOTAL	Net Change to City Attorney's Office		(55,000)

- WHEREAS,** KNIK Construction is completing the Ridgecrest Drive Rehabilitation Project during summer 2019, which entails pavement of Ridgecrest Drive;
- WHEREAS,** the project resulted in slope and elevation improvements to the truck fill area at the City's Bethel Heights Water Treatment Plant;
- WHEREAS,** the City has an opportunity to pave the truck fill area with KNIK Construction in town, thereby thereby improving water runoff and reducing further sinkage, and make other necessary improvements at the Bethel Heights Water Treatment Plant;
- WHEREAS,** the bid price for the road crossing culverts project expense came in lower than expected at \$164,154 and \$168,755 versus the \$210,000 that appears in two places in the FY 20 City Budget, resulting in budgeted funds available in Piped Water, Project Expenses, Culverts and Piped Sewer, Project Expenses, Culverts.

BETHEL HEIGHTS WATER TREATMENT FACILITY (51-83)

Budget modification (a)

Account #	Increases		Amount
51-83-773	Site Improvements - Project Exp		70,000.00
	Total Increases		70,000.00
	Decreases		
51-82-777	Piped Water- Project Exp Culverts		35,000.00
51-86-777	Piped Sewer, Project Exp. Culverts		35,000.00
	Total Decreases		70,000.00
TOTAL	Net Change to Bethel Heights Water Treatment Facility		0.00

Section 3. Effective Date. This ordinance become effective immediately upon adoption.

PASSED AND APPROVED THIS ___ DAY OF JULY 2019 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Lori Strickler, City Clerk

Fred Watson, Mayor

City of Bethel Action Memorandum

Action memorandum No.	19-38		
Date action introduced:	July 9, 2019	Introduced by:	William Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to sign the Infrastructure Protection Funding grant agreement from the State of Alaska, Village Safe Water Program, in order to receive \$124,500 in project grant funds for the City's cash and in-kind match of \$25,500 to pay costs associated with the replacement of sewer pipe heat trace.

Attachment(s): Grant Agreement for Sewer Pipe Heat Trace Project.

Department/Individual:	Initials:	Remarks:
Administration / William Howell, III	WH	
Public Works / Bill Arnold	WA	
Finance / Christine Blake		
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
\$25,500	In-kind services and cash	TBD

Summary Statement

The City of Bethel applied for and was awarded \$127,500 in grant funds, of which \$124,500 are designated as project funds, to replace 7,000 linear feet of heat trace that runs along the sewer pipe from FAA Lift Station to Q2 Lift Station. Replacement of the heat trace is necessary to avoid a frozen sewer pipe, like the City experienced this past winter. The frozen pipe cost the City additional personnel and equipment wear and tear costs because it had to perform six-day per week evacuations of three associated lift stations for about five months.

The City of Bethel plans to provide \$25,500 worth of in-kind services and cash match to complete the \$150,000 project. The City committed \$2,850 in lodging in-kind and the use of its Utilities Maintenance workers to provide labor to remove the sewer pipe shell, making it easier and less expensive for a contractor to remove and replace the heat trace.



State of Alaska
Department of Environmental Conservation
Village Safe Water Program

Grant Agreement

Community Code BET	VSW Project Number 19PR53	Estimate of Funds \$127,500	
Project Title Sewer Pipe Heat Trace			
State Authority SB 142	Funding Title Infrastructure Protection Funding		
Grantee		Grantor	
Name City of Bethel		Department of Environmental Conservation, Village Safe Water Program	
Street/PO Box P.O. Box 1388		555 Cordova Street	
City/State/Zip Bethel, AK 99559		Anchorage, AK 99501	
Contact Name & Title William F. Howell, III, Acting City Manager		Contact Name & Title Katie Winter, Project Engineer	
Phone (907) 543-2047		Phone (907) 269-7502	Fax (907) 269-7509

AGREEMENT

The Department of Environmental Conservation (hereinafter 'Department') and the City of Bethel (hereinafter 'Grantee') agree as set forth herein.

Section I. Upon execution of this Agreement, and under the terms included herein, the Department shall administer funds, subject to appropriation and availability, to accomplish the scope of work described in Article A, Section 1. The estimated cost of this scope of work is identified in Article A, Section 2.

Section II. Performance under this Agreement begins upon signature by the Division of Water's Director and ends at Project completion.

Section III. This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.

Section IV. The Agreement consists of this page and the following attachments and appendices:

ATTACHMENTS

Article A: Project Outline
Article B: General Conditions
Article C: Construction Related Funding Conditions

APPENDICES

Appendix 1: Village Safe Water Policies
Appendix 2: IPF Application

Grantee	Department
Signature	Signature 
Printed Name and Title William F. Howell, III, Acting City Manager	Printed Name and Title Amber LeBlanc, Acting Director, Division of Water
Date	Date 6-18-19

ARTICLE A. PROJECT OUTLINE

Subject to appropriation and availability of funds, funding will be made available under this Agreement and will be used only to pay eligible costs to perform the scope of work stated herein. The Department is the Grantor and also serves as an agent for the Grantee of the Project. The Grantee will spend monies awarded under this grant only for the scope of work in this Agreement.

Section 1. Project Scope of Work

This Agreement provides funding for removal and replacement of 7,000 feet of existing heat trace from a section of pipe on a sewer main line.

The Grantee will provide an in-kind contribution equal to 15 percent of total project costs and which will be documented at project completion and included with the final report.

Section 2. Project Cost Estimate

Scope Item	Total Estimated Cost	Source of Funding
S-SO Sewer Other	124,500	100% State
EMT Engineering, Management, & Travel	\$3,000	100% State
TOTAL	\$127,500	100% State

Section 3. Changes to Project Scope

Any changes to the Project scope of work must be approved by the Department prior to the initiation of construction.

ARTICLE B. GENERAL CONDITIONS

Funding for this Project is subject to the following General Conditions. Funding may be withheld, or reduced, if these conditions are not met.

Section 1. Project Funding

This Project is subject to appropriation and availability of funds from the sources of funding identified herein.

The Department will not provide additional funding above the amount identified in this Agreement. Any project costs that exceed the amount in this agreement are not eligible for reimbursement and are the responsibility of the community.

The performance period for this Project will not exceed 1 year after the grant agreement is executed.

Section 2. Project Expenses and Accounting

- a) The Department will utilize Project funds to pay for eligible costs as incurred.
- b) The Department will engage an accounting firm (Firm) to provide the Grantee with any Project related payroll services associated with this Project. The Firm will receive and disburse a portion of project funds to cover various project costs, which include payroll and related obligations, including taxes and workers compensation insurance, and other selected project costs as the Department directs. The Firm will be used to prepare quarterly and annual payroll tax reports for the IRS, the State of Alaska, and the Department of Labor, as applicable, and W-2 Forms for the project employees. The Firm will submit such reports and pertinent checks to the appropriate federal and state offices.
- c) The Department will be the liaison between the Grantee and the Firm. The Department will follow the procurement regulations specified by the funding sources.
- d) The Department, as agent for the Grantee, will provide record and bookkeeping services associated with the administration of the project, including state reporting requirements, vendor payments, and ledger balances in accordance with the funding sources identified herein.
- e) Upon project completion funds authorized for the project under this Agreement but not expended or obligated, may be applied to other Projects.

Section 3. Eligible Costs

- a) The Department shall have sole discretion to determine which project costs are eligible to be paid for from Project funds.
- b) No work shall be performed or initiated without prior approval from the Department.
- c) Upon approval by the Department, the following necessary, reasonable, actual expenses associated with the project are eligible for payment from project funds:

1. Payroll Costs. Payroll costs are comprised of wages paid to Grantee personnel for time worked directly on the Project, plus payroll taxes, and insurance.
2. Direct Non-Salary Costs. These costs must be directly attributable to the Project and shall include the following:
 - i. The costs associated with consultants, inspectors, surveyors, contractors, subcontractors, and other services required to complete the Project.
 - ii. The cost of materials, supplies, and freight purchased by, or on behalf of, the Grantee and used to complete the Project.
 - iii. Purchase or rental of equipment or tools needed in the completion of the Project.
 - iv. Insurance for the Project covering the Grantee and the Department.
3. The Department may pay for costs not specifically listed in this section from project funds, if in the determination of the Department the costs are necessary.

Section 4. Department's Responsibilities

- a) The Project Engineer will be the Department contact for the Grantee during the Project.
- b) The Department will oversee design and construction management of the Project, including, but not limited to, where applicable, the selection of qualified contractors. Contracting and procurement activities will be conducted using the Department policies, procedures, and methods.
- c) The Department will participate in all matters related to the project design and construction, including, but not limited to: approval of plans and specifications; choices of scheduling, workforce and methods; procedures for administering the project; securing real property and obtaining permits; payment of all project billings; complying with all state reporting requirements; and performance of final project inspection.
- d) The Department will complete financial and performance reports on a quarterly basis and are due within 30 days following the end of each reporting period. The reports will include the following information:
 1. Project development milestones, including design, construction, and closeout;
 2. Comparison of current outputs (facilities provided by the project) and outcomes (increased levels of service to homes and essential community buildings) to targeted outputs and outcomes;
 3. Narrative explanation for delays, reduced scope, and cost overruns;
 4. An estimation of the percentage of facilities (outputs) completed;
 5. Financial information by facility (output), including budgets, expended funds, any in-kind contribution, and remaining funds and;
 6. Information regarding problems, delays, or adverse conditions which will materially impair the ability to meet the project objective.

- e) Upon completion of the project, a final project report will be completed using the established Department template. The final report will be due within 60 days after project completion. The final report will include the following information:

1. A summary of the original infrastructure funded.
2. Any changes to project scope.
3. Summary of actual costs including in-kind contribution amount
4. A short chronology of events during the project

Section 5. Grantee's Responsibilities

- a) The Grantee will provide documentation confirming the percent of in-kind contribution at project completion aligns with the pledge in the application.
- b) The Grantee is responsible for securing the real property interests necessary for the construction and operation of the project, through ownership, leasehold, easement, or otherwise. The Grantee also is responsible for accepting the required permits and approvals. The Department will assist the Grantee in obtaining these permits and approvals. These permits may include, but are not limited to:
- Construction Plan Approval
 - United States Corps of Engineers' Sec. 404 Wetlands Fill Permit
 - State Fire Marshal approval
 - United States Fish and Wildlife Services
 - Department of Transportation (State and/or Federal)
 - Department of Environmental Conservation
 - United States Environmental Protection Agency
 - Department of Natural Resources
 - Floodplain Permit
 - Right-of-ways for any construction activity or permanent infrastructure
- b) The Grantee is responsible for finding qualified local labor for the project and will provide necessary local administration assistance, including recommending qualified local personnel; assisting in obtaining necessary personnel information; assisting in obtaining housing for nonresident workers; facilitating communications between the Department, the community and local employees; and serving as a liaison between the Department and the community.
- c) The Grantee is responsible for reviewing project documents and monitoring the project work to the extent necessary for the Grantee to determine that the work is proceeding satisfactorily and that it can perform its responsibilities pertaining to the project, including its responsibilities to operate and maintain the facility after project completion.
- d) The Grantee will raise any concerns or issues it may have regarding the Project with the Department promptly and prior to project completion, and if those concerns or issues are not satisfactorily resolved will promptly give written notice to the Department's contact with a detailed description of the concerns or issues.
- e) Upon completion of the Project:

1. The Grantee will sign an acknowledgement of project completion thereby releasing the Department from further liability. The acknowledgement will further state that the Grantee agrees that it accepts ownership and responsibility for operation and maintenance of any facilities improved or provided under this project for the public benefit.
2. The Grantee will not sell, transfer, encumber, or dispose of any of its interest in any facilities constructed with this funding during the economic life of the facility without prior written Department approval.

Section 6. Insurance Requirements

The following insurance requirements are in effect for this project. Grant funds will be used to procure for project related insurance and the Department will work with the Grantee to ensure that these requirements are met. Insurance will be obtained with an insurance carrier or carriers covering injury to persons and property suffered by the State of Alaska or by a third party as a result of operations under this grant. The insurance shall provide protection against injuries to all employees of the project engaged in work under this grant. All insurance policies shall be issued by insurers that (i) are authorized to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a Best Rating of at least A-VII and be required to notify the Department, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverage are shown, it is understood that they shall be the minimum acceptable and shall not limit the Grantee's indemnity responsibility. The following policies of insurance shall be maintained with the specified minimum coverage and limits in force at all times during the performance work under this project:

1. Workers' Compensation: as required by AS 23.30.045, for all employees engaged in work under this project. The coverage shall include:
 - a. Waiver of subrogation against the state and Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
2. Commercial General Liability: on an occurrence policy form covering all operations under this project with combined single limits not less than:
 - a. \$1,000,000 Each Occurrence;
 - b. \$1,000,000 Personal Injury;
 - c. \$1,000,000 General Aggregate; and
 - d. \$1,000,000 Products-Completed Operations Aggregate.

The State of Alaska shall be named as an additional insured.

3. Automobile Liability: covering all vehicles used in project work, with combined single limits not less than \$1,000,000 each occurrence.

All of the above insurance coverage shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

The Department's acceptance of deficient evidence of insurance does not constitute a waiver of Grant requirements.

Section 7. Subcontracts--Obligations Regarding Third-Party Relationships

The Grantee will remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the Project described herein. The Grantee will bind all contractors and subcontractors to each and every applicable provision in this Agreement. Each contract and subcontract for work to be performed with funds granted under this Agreement will specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from the contracts or subcontractor's performance or activities under the terms of the contracts and subcontracts.

Section 8. Design Documents

- a) Any draft design documents developed in this Project will be provided to the Remote Maintenance Worker (RMW) program for review.
- b) Final design documents and record drawings will be provided to the RMW program.

Section 9. No Assignment or Delegation

Unless otherwise allowed by this Agreement or in writing by the Department, any assignment by the Grantee of its interest in any part of this Agreement or any delegation of its duties under this Agreement without such approval shall be void.

Section 10. Inspection and Retention of Records

The Grantee shall allow the Department or its designees to examine all project related records at any reasonable time for the purpose of copying, audit, or inspection. The Grantee shall ensure that the Department, its contractors and consultants, have reasonable access to project facilities during the project, and reasonable access for performance analysis and testing over the life of project facilities for no cost. The Grantee shall retain all project related records for five years following the completion date of the project.

Section 11. State and Department Held Harmless

As a condition of this project, the Grantee agrees to defend, indemnify, and hold harmless the Department and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this funding or the project for which the funding is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of employees or agents of the Department or the State of Alaska.

Section 12. Termination

- a) The Grantee shall have no rights to compensation or damages for termination of this Agreement except as provided in this Section.

- b) In addition to all other rights available under law, the Department may terminate this Agreement for the convenience of the Department or for cause upon ten (10) days written notice.
- c) "Cause for termination" shall exist when the Grantee has failed to perform under these conditions, has provided incorrect or misleading information or has failed to provide information which would have influenced the Department's actions. In order for termination to be for cause, the Grantee's failure to perform or the Grantee's provision of incorrect, misleading, or omitted information must be material.
- d) If this project is terminated for cause, the Grantee shall be entitled to no compensation. The Grantee shall reimburse the Department for all project funds expended by the Grantee or on the Grantee's behalf including interest accrued from the date of disbursement. The Grantee shall also reimburse the Department for any costs incurred to collect funds subject to reimbursement, and for any damages incurred by the Department as a result of the Grantee's failure to perform or provision of incorrect or misleading information. The Department may require the Grantee to return to the Department some or all of the project assets if this Agreement is terminated for cause.
- e) If this project is terminated at the request of the Department for the sole reason of its convenience, the Grantee is not required to reimburse the Department for funds expended prior to the date of termination. If the Grantee has incurred costs under this Agreement, the Grantee shall only be reimbursed by the Department for eligible costs the Grantee incurred prior to the date of termination of the Agreement. However, prior to making any claim or demand for such reimbursement, the Grantee shall use its best effort to reduce the amount of such reimbursement through any means legally available to it. The Department's reimbursement to the Grantee shall be limited to the encumbered, unexpended amount of funds available under this Agreement.

Section 13. Equipment Purchase, Conditional Use, and Disposition

Purchase of equipment with a unit cost of less than \$25,000 which are eligible as project costs and related to the project scope are automatically pre-approved as allowable costs. Purchase of equipment with a unit cost of \$25,000 or greater per item require pre-approval in writing from the Department. All equipment purchases, whether automatically approved or approved separately, must be supported by a rent versus purchase analysis on file supporting the purchase of equipment as the most appropriate and cost effective mechanism to fulfill project needs and include a plan for disposal of equipment.

Section 14. Compliance with Applicable Law and Funding Source Requirements

- a) The Grantee shall comply with all applicable local, state statutes, regulations, ordinances and codes, whether or not specifically mentioned herein including, but not limited to:
 - Americans with Disabilities Act (ADA) of 1990
 - Section 504 of the Rehabilitation Act of 1973
 - Title VI of the Civil Rights Act of 1964
 - Age Discrimination Act of 1975
 - Equal Employment Opportunity Executive Orders

- b) The Grantee agrees to comply with all applicable grant terms and conditions imposed by the funding sources identified herein.

Section 15. Audit Requirements

The Grantee agrees that it will be bound by any audit requirements that may apply to this Agreement including 2 AAC 45.010 commonly referred to as the "Single Audit Regulation". The Grantee acknowledges that it is responsible for compliance with state single audit requirements and all other applicable audit requirements, and agrees to obtain all required audits.

Section 16. Amendment

This Agreement may only be modified or amended in writing and executed by the authorized representatives of the parties to this Agreement.

Section 17. Administrative Order No. 199

The Grantee agrees to pay any employees hired for this Project, in accordance with a progressive, graduated scale of the current Minimum Rates of Pay published by the Alaska Department of Labor (available on-line at <http://labor.alaska.gov/lss/pamp600.htm> or hard copies may be obtained from the Department) for all work completed with funds made available for this project.

Section 18. Declaration of Public Benefit

The parties acknowledge and agree, where applicable, that facilities shall be constructed, owned and operated for the benefit of the general public and will not deny any person use and/or benefit of project facilities due to race, religion, color, sex, marital status, age, or national origin.

Section 19. Solid Waste Program Coordination

Disposal of any solid waste (including construction and demolition) generated by this project will be coordinated with the Department's solid waste program.

Section 20. Prohibition Statement

The Grantee is advised that no employees may engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time this Agreement is in effect; or use forced labor in the performance of this Agreement.

The Department must be informed immediately of any information that is received from any source alleging a violation of the Prohibition Statement above

Section 21. Village Safe Water (VSW) Policies

- a) The Grantee agrees to abide by the limits established for working hours in conformance with the VSW field directive for Project Labor Oversight (copy enclosed).

b) The Grantee agrees to comply with the established VSW Field Directives and Policies (copies enclosed):

1. Nepotism on Force Account Projects
2. Village Safe Water Professional Services Procurement Policy and Procedure
3. Superintendent Compensation Policy

c) The Grantee agrees to comply with all applicable state procurement laws in the absence of local procurement policies and procedures in the following established VSW policies and Procedures (copies enclosed):

4. Village Safe Water General Procurement Policy and Procedure
5. Village Safe Water Professional Services Procurement Policy and Procedure

ARTICLE C. CONSTRUCTION RELATED FUNDING CONDITIONS

Funding for construction related costs, including materials, labor, freight, and equipment will not be made available until the following conditions are fully met.

The Department reserves the authority to reduce funding under this Agreement or to rescind this grant and redirect funding, if these conditions cannot be met in a timely manner.

Section 1. Environmental Determination

Prior to obligation of funding for construction, a review and determination of environmental effects for the Project will be completed. In addition, all pre-construction environmental requirements and stipulations will be completed prior to obligation of funding for construction. Any mitigation measures identified through the environmental review will be fully implemented.

City of Bethel Action Memorandum

Action memorandum No.	19-39		
Date action introduced:	July 9, 2019	Introduced by:	Bill Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Approve KNIK Construction as a sole-source provider of Hot Mix Asphalt Paving services for the period July 1, 2019 to September 30, 2019.

Attachment(s):

1. Sole-Source Justification Supporting KNIK Construction as the only company in Bethel that can provide Hot Mix Asphalt Paving Services for the Period July 1, 2019 to September 30, 2019;
A. KNIK Construction quotes for paving City properties.
2. Ridgecrest Rehabilitation Proposal Solicitation by the State of Alaska (Project CFHWY00291) listed on April 24th, 2019.
3. Bid results of Rehabilitation Proposal Solicitation by the Alaska Department of Transportation and Public Facilities showing only two contractor responses: KNIK Construction and Quality Asphalt Paving (QAP), both out of Anchorage.

Department/Individual:	Initials:	Remarks:
Administration / William Howell, III	WH	
Public Works / Bill Arnold	WA	
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
\$435,000	FY 2020 Budget	10-70-690
\$21,194	Budget Modification Ordinance in the amount of \$87,091, which contains \$21,194.	51-83-773

Summary Statement

Bethel City Council approved the FY 2020 Budget with a planned capital expenditure of \$435,000 to pave the front and side City Hall parking lots, Bethel Courthouse parking lot, and Fire Station apron. City Administration would also like to pave the truck fill area at the Bethel Heights Water Treatment Plant. Funds to pave the Water Plant require approval of a budget modification by Bethel City Council.

KNIK Construction shipped its paving plant to Bethel in May 2019 in order to complete the Ridgecrest Drive Rehabilitation Project for which it was contracted (State Department of Transportation and Public Facilities (DOT&PF) Project CFHWY00291).

KNIK Construction incurred the mobility cost to ship its paving plant and related apparatus to Bethel. KNIK shipped paving supplies, materials, and aggregate to Bethel. KNIK has skilled personnel and heavy equipment at its disposal in Bethel so that it can prepare sites and provide two-inches of pavement over large areas.

According to the Bethel Municipal Code 4.20.250, Bethel City Council must approve all sole-source procurements in advance. In this case, KNIK Construction is the only company in Bethel during summer 2019 with a paving plant and skilled professionals that can supply paving services to the City. No reasonable alternative exists.

Research into the State DOT&PF's solicitation for paving services in Bethel revealed that only two contractors responded, neither of them local to Bethel. The fact that no Bethel companies responded further supports the fact that there are currently no other paving companies in Bethel during summer 2019 capable or willing to do the job. The city will save on the cost of shipping a company's pavement plant out to Bethel by approving KNIK Construction as a sole source provider of hot asphalt mix services.

Sole Source Purchase Justification

For the City of Bethel to Contract

with KNIK Construction to Provide Hot Asphalt Mix Paving Services

Per BMC 4.20.250, I, Roberto Foley, Information Technology Manager and Acting Purchasing Agent for the City of Bethel, hereby document that the City performed a good faith review of available resources and industry information, and consulted the Public Works Director, as subject matter expert, to conclude that KNIK Construction shall be considered as the sole source provider of hot asphalt mix paving services during the period July 1, 2019 to September 30, 2019.



Roberto Foley, Acting Purchasing Agent

6/25/19

Date

Background

KNIK Construction shipped its paving plant to Bethel in May 2019 to provide pavement to the gravel section of Ridgecrest Drive in front of the schools. KNIK Construction plans to be in Bethel until late August 2019 to complete the Ridgecrest Drive Rehabilitation Project. KNIK's paving plant is currently the only one in Bethel at this time.

Bethel City Council approved \$435,000 in the FY 2020 City Budget to pave the front and side parking lots of City Hall, the front Courthouse parking lot, and Fire Station apron adjacent to its driveway.

KNIK Construction

Alaska Department of Transportation and Public Facilities is managing the Ridgecrest Drive Rehabilitation Project on behalf of the City of Bethel. The State went out to bid to hire a contractor to complete the project during the summer of 2019. KNIK Construction won the bid, signed the contract, and is currently in the process of completing the project in Bethel.

KNIK Construction used Alaska Marine Lines (AML) to ship a paving plant to Bethel in May 2019 that it plans to use to pave Ridgecrest Drive. Since Lynden owns KNIK Construction and AML, KNIK Construction was able to achieve economies of scale not available with other less integrated companies, resulting in a lower total shipment cost of the paving plant to Bethel.

KNIK Construction owns and operates a gravel production and distribution enterprise in Bethel, Alaska. KNIK is likely to use some or all of its own aggregate in its hot mix asphalt process to produce PG52-28 asphalt cement (black top or pavement), achieving economies of scale not available with other companies.

Subject Matter Expert Testimony – Public Works Director William Arnold

In his role as Public Works Director for the City of Bethel, Mr. Arnold oversees the following divisions: Property Maintenance, Vehicle and Equipment, Streets and Roads, Hauled Water and Sewer, and Utilities Maintenance. He manages a host of budgets that total approximately \$9 million.

Mr. Arnold served as City Utilities Maintenance Foreman for several years before becoming Public Works Director for the last 2.5 years. He has lived and worked in Bethel for 13 years and worked in the construction industry for 27 years.

Mr. Arnold hereby testifies that to his knowledge, KNIK Construction is the only company in Bethel during summer 2019 that can provide hot mix asphalt paving services to the City and create PG52-28 asphalt cement. KNIK Construction plans to be in Bethel until August 2019. The City of Bethel can and should consider KNIK Construction as its sole source provider of hot mix asphalt paving services for the period July 1, 2019 to September 30, 2019.



William Arnold, Public Works Director

6-25-19
Date

City of Bethel's Best Interest

The rural community of Bethel is located 400 miles west of Anchorage. It is not part of the existing Alaska road network. People, equipment, and supplies must be flown or barged to Bethel. Shipping costs represent a large part of the cost of living in Bethel and have been as high as 50% of the total cost of an item.

KNIK Construction shipped a paving plant to Bethel for use on another project in summer 2019, making it the only company with a paving plant in Bethel at this time. KNIK Construction is the only company that has or will have skilled personnel and heavy equipment in Bethel that can prepare gravel surfaces for pavement AND operate the paving plant to provide and apply asphalt cement to parking lots. No reasonable alternative exists for summer 2019.

The rate of inflation in Anchorage is about 2%. The rate of inflation to complete capital paving projects in Bethel could easily be greater than 2%. The City stands to save at least \$8,700 at 2% inflation for its \$435,000 expenditure, if done in 2019 rather in 2020.

The FY 2020 City Budget contains \$435,000 in the Property Maintenance Division for the pavement of City Hall parking lots, Courthouse parking lot, and Fire Station apron. Paving contractor KNIK Construction is the only company in Bethel with its paving plant and skilled personnel to operate it. It is therefore in the City's best interest to have KNIK provide paving services to the City of Bethel in summer 2019, such that its paving projects can be completed expeditiously in a more fiscally prudent manner than if the City used the bid process and contracted with a company to perform paving services in summer 2020.

Further Evidence of Sole-Source

To make certain that no companies local to Bethel responded to the State of Alaska's solicitation for pavement services, the City made sure to obtain copies of both the solicitation and the final bid results. Two companies responded: KNIK construction and Quality Asphalt Paving (QAP). Both companies are based out of Anchorage which supports that there are no local outfits capable of paving the City's property during summer 2019. Additionally, just about all of paved roads in Bethel are owned and maintained by the State of Alaska. They would be responsible for procuring all pavement services and so this solicitation is indicative of the absence of local outfits capable of the job.

Alaska Department of Transportation and Public Facilities

List of Lettings > April 24, 2019 >

CFHWY00291CFHWY00313

[Terms of Use](#)

◀ Proposal CFHWY00291CFHWY00313 ▶

This federally funded contract includes two projects. Project CFHWY00291 will resurface the Chief Eddie Hoffman Highway from mile 0 to 4.44 and Project CFHWY00313 will resurface Ridgecrest Drive from Chief Eddie Hoffman Highway to Akakeek Street. Work includes improvements to pedestrian curb ramps, guardrail, guardrail end treatments, dig-outs, drainage, signing, striping, bridge membrane, utilities, and paving.

Date Generated:	04/23/2019	Sections:	1
Date Revised:	04/23/2019	Amendments:	2
Call Order:	1	Highway Number:	
Items:	79	Counties:	Bethel
Project ID:	0208012		

April 23, 2019 02:02 PM AKDT

Addendum No. 2: Contains questions & answers, replaces plan sheets, replaces bid forms and provides a sign shop drawing.

April 19, 2019 11:17 AM AKDT

Addendum No. 1: Contains questions & answers, replaces plan sheets C1, D3 & E7, replaces the bid forms and makes changes to several specification sections.

April 02, 2019 02:00 PM AKDT

CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Contract#: CFHWY00291CFHWY00313

Federal# / IRIS Program#: 0208012 / CFHWY00291

Region: Central Region

Bid Opening Date: 04/24/2019

Advertise Date: 04/02/2019

Description: This federally funded contract includes two projects. Project CFHWY00291 will resurface the Chief Eddie Hoffman Highway from mile 0 to 4.44 and Project CFHWY00313 will resurface Ridgecrest Drive from Chief Eddie Hoffman Highway to Akakeek Street. Work includes improvements to pedestrian curb ramps, guardrail, guardrail end treatments, dig-outs, drainage, signing, striping, bridge membrane, utilities, and paving.

On the Job Trainees/Apprentices (item 645): 1 Trainee(s), 500 Hours

Engineer's Estimate Range: Between \$10,000,000 and \$20,000,000

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Sharon L. Smith
4/25/19.

Line No / Item ID Item Description		Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1 Basic Bid										
0010	202.0001.0000	All Req'd	12,000.00000	12,000.00	10,000.00000	10,000.00	80,000.00000	80,000.00		
Removal of Structures and Obstructions		LS								
0020	202.0002.0000	670.000	10.00000	6,700.00	25.00000	16,750.00	30.00000	20,100.00		
Removal of Pavement		SY								
0030	202.0003.0000	203.000	20.00000	4,060.00	45.00000	9,135.00	30.00000	6,090.00		
Removal of Sidewalk		SY								
0040	202.0004.0000	1,022.000	20.00000	20,440.00	20.00000	20,440.00	30.00000	30,660.00		
Removal of Culvert Pipe		LF								
0050	202.0009.0000	416.000	20.00000	8,320.00	25.00000	10,400.00	30.00000	12,480.00		
Removal of Curb and Gutter		LF								
0060	202.2023.0000	16,000.000	8.00000	128,000.00	8.00000	128,000.00	12.00000	192,000.00		
Pavement Planing		SY								
0070	203.0006.000A	2,720.000	42.00000	114,240.00	60.00000	163,200.00	30.00000	81,600.00		
Borrow, Type A		TON								
0080	203.2038.0000	46.900	1,100.00000	51,590.00	1,700.00000	79,730.00	1,300.00000	60,970.00		
Ditch Linear Grading		STA								

AWP — Alaska DOT&PF
04/25/2019 10:29:01 AM

Page 1 of 10

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID Item Description		Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1 Basic Bid										
0090	204.0001.0000	1,410.000	25.00000	35,250.00	20.00000	28,200.00	50.00000	70,500.00		
Structure Excavation		CY								
0100	301.0001.00D1	789.000	75.00000	59,175.00	85.00000	67,065.00	100.00000	78,900.00		
Aggregate Base Course, Grading D-1		TON								
0110	306.0001.0000	3,570.000	120.00000	428,400.00	120.00000	428,400.00	215.00000	767,550.00		
ATB		TON								
0120	306.0002.5240	200.000	1,100.00000	220,000.00	1,100.00000	220,000.00	1,200.00000	240,000.00		
Asphalt Binder, Grade PG 52-40 V		TON								
0130	318.2000.0000	31,600.000	7.00000	221,200.00	8.00000	252,800.00	20.00000	632,000.00		
Foamed Asphalt Stabilized Base Course		SY								
0140	318.2001.5228	340.000	1,100.00000	374,000.00	900.00000	306,000.00	0.10000	34.00		
Asphalt Binder, Grade PG 52-28		TON								
0150	318.2002.0001	114.000	500.00000	57,000.00	650.00000	74,100.00	0.10000	11.40		
Portland Cement, Type I		TON								
0160	318.2003.0000	All Req'd	50,000.00000	50,000.00	12,000.00000	12,000.00	20,000.00000	20,000.00		
Foamed Asphalt Technician		LS								

AWP — Alaska DOT&PF
04/25/2019 10:29:01 AM

Page 2 of 10

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID Item Description		Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1 Basic Bid										
0170	401.0001.002A	15,200.000	160.00000	2,432,000.00	125.00000	1,900,000.00	235.00000	3,572,000.00		
HMA, Type II; Class A		TON								
0180	401.0004.5240	820.000	1,100.00000	902,000.00	1,250.00000	1,025,000.00	1,200.00000	984,000.00		
Asphalt Binder, Grade PG 52-40 V		TON								
0190	401.0008.002A	167,100.000	1.00000	167,100.00	1.00000	167,100.00	1.00000	167,100.00		
HMA Price Adjustment, Type II; Class A		CS								
0200	401.0014.0000	26,500.000	1.50000	39,750.00	0.01000	265.00	1.00000	26,500.00		
Joint Adhesive		LF								
0210	401.0015.0000	0.000	0.00000	0.00	0.00000	0.00	0.00000	0.00		
Asphalt Material Price Adjustment		CS								
0220	402.0001.STE1	63.000	1,500.00000	94,500.00	1,100.00000	69,300.00	1,000.00000	63,000.00		
STE-1 Asphalt for Tack Coat		TON								
0230	508.0001.0001	All Req'd	15,000.00000	15,000.00	75,000.00000	75,000.00	44,000.00000	44,000.00		
Waterproofing Membrane, Sheet		LS								
0240	603.0001.0018	24.000	135.00000	3,240.00	210.00000	5,040.00	150.00000	3,600.00		
CSP 18 Inch		LF								

AWP — Alaska DOT&PF
04/25/2019 10:29:01 AM

Page 3 of 10

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID Item Description	Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1	Basic Bid								
0250 603.0001.0024 CSP 24 Inch	126.000 LF	150.00000	18,900.00	240.00000	30,240.00	160.00000	20,160.00		
0260 603.0001.0036 CSP 36 Inch	716.000 LF	310.00000	221,960.00	270.00000	193,320.00	250.00000	179,000.00		
0270 603.0001.0042 CSP 42 Inch	166.000 LF	375.00000	62,250.00	430.00000	71,380.00	330.00000	54,780.00		
0280 603.0003.0018 End Section for CSP 18 Inch	2.000 EACH	630.00000	1,260.00	440.00000	880.00	225.00000	450.00		
0290 603.0003.0024 End Section for CSP 24 Inch	5.000 EACH	720.00000	3,600.00	500.00000	2,500.00	650.00000	3,250.00		
0300 603.0003.0036 End Section for CSP 36 Inch	24.000 EACH	1,320.00000	31,680.00	1,000.00000	24,000.00	1,100.00000	26,400.00		
0310 603.0003.0042 End Section for CSP 42 Inch	4.000 EACH	1,850.00000	7,400.00	1,400.00000	5,600.00	1,600.00000	6,400.00		
0320 603.2017.0000 Culvert Cleaning	4,222.000 LF	25.00000	105,550.00	15.00000	63,330.00	50.00000	211,100.00		

AWP — Alaska DOT&PF
04/25/2019 10:29:01 AM

Page 4 of 10

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID Item Description	Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1	Basic Bid								
0330 604.0004.0000	1.000	1,200.00000	1,200.00	1,500.00000	1,500.00	1,500.00000	1,500.00		
Adjust Existing Manhole	EACH								
0340 606.0001.0000	1,400.000	120.00000	168,000.00	40.00000	56,000.00	42.00000	58,800.00		
W-Beam Guardrail	LF								
0350 606.0006.0000	1,804.000	13.00000	23,452.00	11.00000	19,844.00	5.00000	9,020.00		
Removing and Disposing of Guardrail	LF								
0360 606.0013.0000	8.000	3,000.00000	24,000.00	3,600.00000	28,800.00	3,350.00000	26,800.00		
Parallel Guardrail Terminal	EACH								
0370 606.0016.0000	4.000	6,000.00000	24,000.00	4,000.00000	16,000.00	3,800.00000	15,200.00		
Transition Rail	EACH								
0380 608.0006.0000	3.000	3,000.00000	9,000.00	9,500.00000	28,500.00	10,000.00000	30,000.00		
Curb Ramp	EACH								
0390 608.2002.0000	17.800	450.00000	8,010.00	1,100.00000	19,580.00	800.00000	14,240.00		
Asphalt Pathway	TON								
0400 609.0002.0001	416.000	85.00000	35,360.00	100.00000	41,600.00	78.00000	32,448.00		
Curb and Gutter, Type 1	LF								

AWP — Alaska DOT&PF
04/25/2019 10:29:01 AM

Page 5 of 10

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID Item Description		Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1 Basic Bid										
0410	611.0001.0002	110.000	300.00000	33,000.00	520.00000	57,200.00	400.00000	44,000.00		
Riprap, Class II		CY								
0420	614.0001.0000	245.000	600.00000	147,000.00	200.00000	49,000.00	400.00000	98,000.00		
Concrete Barrier		LF								
0430	615.0001.0000	1,684.000	200.00000	336,800.00	140.00000	235,760.00	112.00000	188,608.00		
Standard Sign		SF								
0440	615.0002.0000	18.000	150.00000	2,700.00	725.00000	13,050.00	570.00000	10,260.00		
Remove and Relocate Sign		EACH								
0450	615.0006.0000	133.000	100.00000	13,300.00	125.00000	16,625.00	145.00000	19,285.00		
Salvage Sign		EACH								
0460	616.0001.0075	1,026.000	75.00000	76,950.00	30.00000	30,780.00	90.00000	92,340.00		
Thaw Pipe 3/4 Inch Diameter		LF								
0470	618.0001.000A	2.200	2,000.00000	4,400.00	6,500.00000	14,300.00	6,000.00000	13,200.00		
Seeding - Type A		ACRE								
0480	618.0003.0000	91.000	25.00000	2,275.00	100.00000	9,100.00	76.00000	6,916.00		
Water for Seeding		MGAL								

AWP — Alaska DOT&PF
04/25/2019 10:29:01 AM

Page 6 of 10

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID Item Description		Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1 Basic Bid										
0490	620.0001.0000	10,100.000	3.00000	30,300.00	4.00000	40,400.00	10.00000	101,000.00		
Topsoil		SY								
0500	626.2009.0000	149.000	200.00000	29,800.00	485.00000	72,265.00	500.00000	74,500.00		
Sanitary Sewer Pipe Casing, 24 Inch, Steel, Sch. 20		LF								
0510	627.2021.0000	298.000	200.00000	59,600.00	485.00000	144,530.00	500.00000	149,000.00		
Water Pipe Casing, 24 Inch, Steel, Sch. 20		LF								
0520	635.0002.0000	4,710.000	5.00000	23,550.00	7.00000	32,970.00	15.00000	70,650.00		
Insulation Board		SF								
0530	639.2000.0000	144.000	1,000.00000	144,000.00	2,300.00000	331,200.00	2,000.00000	288,000.00		
Approach		EACH								
0540	640.0001.0000	All Req'd	2,000,000.00000	2,000,000.00	1,067,000.00000	1,067,000.00	1,110,000.00000	1,110,000.00		
Mobilization and Demobilization		LS								
0550	640.0004.0000	All Req'd	200,000.00000	200,000.00	400,000.00000	400,000.00	1,000,000.00000	1,000,000.00		
Worker Meals and Lodging, or Per Diem		LS								
0560	641.0001.0000	All Req'd	30,000.00000	30,000.00	10,000.00000	10,000.00	20,000.00000	20,000.00		
Erosion, Sediment and Pollution Control Administration		LS								

AWP — Alaska DOT&PF

04/25/2019 10:29:01 AM

Page 7 of 10

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID		Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
Item Description			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1 Basic Bid										
0570	641.0002.0000	100,000.000	1.00000	100,000.00	1.00000	100,000.00	1.00000	100,000.00		
Temporary Erosion, Sediment and Pollution Control		CS								
0580	641.0006.0000	0.000	0.00000	0.00	0.00000	0.00	0.00000	0.00		
Withholding		CS								
0590	641.0007.0000	All Req'd	25,000.00000	25,000.00	60,000.00000	60,000.00	20,000.00000	20,000.00		
SWPPP Manager		LS								
0600	642.0001.0000	All Req'd	30,000.00000	30,000.00	105,000.00000	105,000.00	77,000.00000	77,000.00		
Construction Surveying		LS								
0610	642.0003.0000	75.000	350.00000	26,250.00	350.00000	26,250.00	250.00000	18,750.00		
Three Person Survey Party		HR								
0620	643.0002.0000	All Req'd	70,000.00000	70,000.00	200,000.00000	200,000.00	300,000.00000	300,000.00		
Traffic Maintenance		LS								
0630	643.0003.0000	All Req'd	20,000.00000	20,000.00	40,000.00000	40,000.00	85,000.00000	85,000.00		
Permanent Construction Signs		LS								
0640	643.0023.0000	0.000	0.00000	0.00	0.00000	0.00	0.00000	0.00		
Traffic Price Adjustment		CS								

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID Item Description		Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1 Basic Bid										
0650	643.0025.0000	200,000.000	1.00000	200,000.00	1.00000	200,000.00	1.00000	200,000.00		
Traffic Control		CS								
0660	643.0032.0000	200,000.000	1.00000	200,000.00	1.00000	200,000.00	1.00000	200,000.00		
Flagging		CS								
0670	644.0001.0000	All Req'd	100,000.00000	100,000.00	70,000.00000	70,000.00	52,000.00000	52,000.00		
Field Office		LS								
0680	644.0002.0000	All Req'd	60,000.00000	60,000.00	20,000.00000	20,000.00	37,000.00000	37,000.00		
Field Laboratory		LS								
0690	644.0015.0000	1.000	4,000.00000	4,000.00	6,000.00000	6,000.00	4,500.00000	4,500.00		
Nuclear Testing Equipment Storage Shed		EACH								
0700	644.0016.0000	1.000	3,000.00000	3,000.00	15,000.00000	15,000.00	5,000.00000	5,000.00		
Storage Container		EACH								
0710	644.2004.0000	7,000.000	1.00000	7,000.00	1.00000	7,000.00	1.00000	7,000.00		
Engineering Communications		CS								
0720	644.2007.0000	2.000	15,000.00000	30,000.00	28,000.00000	56,000.00	37,500.00000	75,000.00		
Vehicle (LT/SUV)		EACH								

AWP — Alaska DOT&PF
04/25/2019 10:29:01 AM

Page 9 of 10

Bid Tabulation

Proposal Description: CHIEF EDDIE HOFFMAN HIGHWAY MP 0-4.4 PAVEMENT PRESERVATION & BETHEL RIDGECREST DR MP 0-0.62 PAVEMENT PRESERVATION

Proposal ID: CFHWY00291CFHWY00313

Borough(s): Bethel

Opened At: Anchorage AK

Federal Project Number(s): 0208012, 0209003

Region(s): Central Region

Letting Date: April 24, 2019 2:00 PM

State Project Number(s): CFHWY00291,
CFHWY00313

Certified Date: April 25, 2019

Certified By: Sharon L. Smith, P.E.

Line No / Item ID		Quantity Units	(0) Engineer's Estimate		(1) KNIK CONSTRUCTION CO INC		(2) QAP			
Item Description			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 1 Basic Bid										
0730	645.0001.0000	500.000	15.00000	7,500.00	5.00000	2,500.00	1.00000	500.00		
Training Program, 1 Trainee / Apprentice		LH								
0740	646.0001.0000	All Req'd	10,000.00000	10,000.00	10,000.00000	10,000.00	1,500.00000	1,500.00		
CPM Scheduling		LS								
0750	647.2000.0000	35,000.000	1.00000	35,000.00	1.00000	35,000.00	1.00000	35,000.00		
Wide Pad Dozer, 65-HP Minimum		CS								
0760	654.2002.0000	15,000.000	1.00000	15,000.00	1.00000	15,000.00	1.00000	15,000.00		
Eagle Monitoring		CS								
0770	669.2000.0000	All Req'd	40,000.00000	40,000.00	105,000.00000	105,000.00	96,000.00000	96,000.00		
Traffic Data - Site H1		LS								
0780	670.0010.0000	All Req'd	200,000.00000	200,000.00	1,605,000.00000	1,605,000.00	1,395,000.00000	1,395,000.00		
Methyl Methacrylate Pavement Markings		LS								
0790	682.2000.0000	40,500.000	1.00000	40,500.00	1.00000	40,500.00	1.00000	40,500.00		
Vac-Truck Pothole		CS								
Basic Bid Section Totals:				\$10,546,512.00		\$11,113,429.00		\$13,893,152.40		

City of Bethel Action Memorandum

Action memorandum No.	19-40		
Date action introduced:	July 9, 2019	Introduced by:	Mayor Watson
Date action taken:		Approved	Denied
Confirmed by:			

Direct the City Manager to negotiate an amendment to the Gov HR contract to include City Attorney recruitment services.

Attachment(s): City Attorney Job Description/ Position Announcement

Amount of fiscal impact:		Account information:
\$16,000	Not Budgeted	10-52-644, Consulting Services

The City of Bethel entered into a contract with Gov HR, to assist in the recruitment of City Manager. Since the City Attorney recruitment process is likely to present similar limitations with the pool of qualified and experience candidates, the City Council wishes to take advantage of the outreach opportunities provided by the professional recruitment firm. By combining the two recruitment processes, the administrative expenses will be combined reducing the cost of the recruitment process.

While this option may appear to cost more money than the in-house option, it will require less time for staff and Council as the advertising, communications, and initial round of interviews and screening will be performed by the professional contractor.

The 2016 recruitment of City Manager, conducted primarily by the City Clerk's Office and the Council began early July; the Council did not hire a City Manager until the end of December. There were 36 applicants screened during this six-month period and there were a number of meetings by the Council and Council Members selected for the review board.

Amendment Option 1 - In House Recruitment with City Council.

Amend the Action Title to Direct the City Clerk's Office to prepare a schedule and budget for in-house recruitment.

Amendment Option 2 - Request for Proposal for Contracted Attorney Services.

Amend the Action Title to Direct City Administration and the City Clerk's Office to prepare and release a Request for Proposal for Municipal Attorney Services. This would remove the in house attorney from the personnel budget and transfer the costs for the contacted firm to the City Manager and City Clerk's Offices.

The costs associated with this form of service ranged from 185,000-200,000 when the City was last without in-house attorneys. This option will likely cause a PERS liability to the City.

CITY OF BETHEL, ALASKA
JOB DESCRIPTION

Title: City Attorney
FLSA Status: Exempt
Salary : Negotiated with Council

Dept.: Legal
Reports to: City Council

General Position Summary

Under the direction of the City Council, the City Attorney is the legal adviser and attorney for all City officials, officers and departments of the City and represents the City in all litigation and proceedings, including the prosecution of minor offense and code violations. Work involves drafting and reviewing ordinances, resolutions, policies and procedures, and contracts prior to consideration by the City Council to ensure compliance with state, federal and local laws. Emphasis is placed on municipal law, civil code enforcement, land use, zoning, and labor relations. Duties include directing the City Attorney's office, preparing department budget, coordinating with outside counsel regarding litigation on behalf of the City, researching/preparing oral and written legal opinions for the City Council, City Manager, Department Heads, Committees, Commissions and boards and preparing city ordinances, resolutions, contracts and other legal documents involving the City.

Key Qualifications:

- Experience working with municipal code as well as state and federal law and regulations.
- Ability to establish and maintain highly effective professional working relationships.
- Ability to evaluate issues from multiple perspectives, make recommendations, receive feedback and implement changes.
- Must have knowledge of labor relations, civil litigation, collective bargaining, land use and planning, public finance, public contracts and bidding, the drafting of ordinances and resolutions, as well as municipal, state, federal and constitutional laws affecting municipal government.
- The candidate should be able to evaluate controversial situations and present options in a clear and concise fashion.
- Stay informed on changes to state and federal laws that impact the City.
- Review all contracts and memoranda to ensure that the city's legal interests are not compromised
- Attends City Council meetings as well as a variety of committee, commission and special interest meetings as needed.

Essential Job Functions:

- Represents the City in court before quasi-judicial or administrative agencies of government.
- Prosecution of violations of City ordinances and traffic laws.
- Gathers evidence in civil and other cases to formulate defense or to initiate legal action.
- Conducts research, interviews clients, and witnesses and handles other details in preparation for trial.
- Performs complex legal research and prepares legal opinions regarding diverse matters relating to all areas of city government.
- Approves ordinances, resolutions and contracts as to legality and form; provides legal advice as to substance.
- Acts as the City Representative in the area of labor relations, negotiations, grievances filed by Unions, arbitration hearings, Public Employee board hearings and general labor related matters.
- Prepares legal pleadings and briefs, develops strategy, arguments and testimony in preparation for presentation of case; files pleadings with the court.
- Interprets federal, state and local laws, rulings and regulations for City officials and staff.
- Confers with colleagues with specialty in area of law to establish and verify basis for legal proceedings; serves as a liaison between outside legal counsel and city officials on specialized legal

issues.

- Prepares a variety of legal studies, reports and related information for decision-making purposes.
- Drafts and reviews ordinances, resolutions, contracts, agreements, deeds, leases, etc.; reviews documents prepared by other agencies or parties.
- Approves City documents as to legal form.
- Attends all City Council meetings, Planning Commission meetings, and other meetings as required.
- Reviews legal cases and attends training to remain informed of changes in the laws pertaining to the business of the City. Communicates changes to appropriate department heads/City Council and insures ordinances are amended to reflect these changes.

Other Job Functions

Other duties that by their nature, may be required to protect the City from foreseeable liability.

Knowledge, Skill and Ability

- Considerable knowledge of state statutes relating to municipal affairs.
- Skill in preparing briefs and other legal documents.
- Ability to prepare and analyze comprehensive legal documents.
- Ability to carry out assigned projects to their completion.
- Ability to communicate effectively both verbally and in writing.
- Ability to represent the City effectively in court.
- Ability to organize facts, evidenced and precedents and to present the material effectively.
- Ability to conduct legal research and write reports.
- Ability to use a personal computer, including word processing, telephone, copier and fax machine.

Qualifications

- Graduation from an accredited law school with a Juris Doctorate degree. Must be admitted to and in good standing with the Alaska Bar or able to be admitted to the Alaska Bar prior to commencing employment with the City of Bethel.
- A minimum of three (3) years of full-time experience as a practicing attorney in Civil or Administrative law, preferably for a municipality.
- Successful completion of a background check, including a credit and education background check.

Job Location

Work is performed mostly in an office setting. The noise level in the work environment is normally quiet. Some travel outside the City will be required. The position requires attendance at City Council, Planning and other committee or commission meetings all which occur in the evening hours.

Essential Physical Demands of the Position

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, handle or feel objects, tools or controls, and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus.

City of Bethel Action Memorandum

Action memorandum No.	19-41		
Date action introduced:	July 9, 2019	Introduced by:	Vice-Mayor Williams
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Authorizing Administration, the City Attorney's Office and the City Clerk's Office to utilize the service agreement with Jermain Dunnagain & Ownes, P.C. in place for legal services.

Amount of fiscal impact:		Account information:
55,000	Not Budgeted A budget modification will be presented for introduction July 23.	10-51-642 10-52-642

The City of Bethel wishes to expand the services provided under the engagement letter with Jermain Dunnagan & Owens, P.C. for legal services. With the resignation of the in-house City Attorney, the City of Bethel will need dependable legal services and a seamless transition of legal support until such time the City is able to secure a permanent solution to the City's legal services. Michael Gatti, Attorney, has been assisting the City with legal issues since 2009 in various capacities. He is familiar with many of the City's historical and current issues.

This Action Memorandum authorizes: the City Attorney to familiarize Mr. Gatti with outstanding current legal issues; the City Clerk and the City Manager to utilize Mr. Gatti for upcoming legal issues in the absence of an in-house attorney.

City of Bethel Action Memorandum

Action memorandum No.	19-42		
Date action introduced:	July 9, 2019	Introduced by:	William Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to use joint government contracts to negotiate and execute the purchase of the following capital equipment items expected to cost over \$50,000 and listed in the FY 2020 City Budget:

1. End Dump Truck
2. 963K Track Loader
3. 950M Wheel Loader
4. Side Dump Truck (labeled incorrectly in Budget as "Belly Dump")
5. Ford F350XL-W2b with service bed
6. Ford Explorer (2)

Attachment(s): None.

Department/Individual:	Initials:	Remarks:
Administration / William Howell	WH	
Public Works / Bill Arnold	WA	
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
	Requires funding in FY 2020 Budget.	
1. \$170,000 2. 356,455 3. 285,000 4. 70,000 5. 62,500 6. 110,000	Funds in FY 2020 Budget.	50-16500 50-16500 50-16500 50-16500 51-16600 10-16100

Summary Statement

In the Joint Purchasing section of Bethel Municipal Code 4.20.210, Paragraph E, it says that any purchases or agreements exceeding \$50,000 must be approved by the Bethel City Council. The City intends to purchase the capital items listed herein through Sourcewell (formerly National Joint Purchasing Alliance), Alaska Department of Transportation and Public Facilities contracts, or other pre-bid contract that meets City Code.

City of Bethel Information Memorandum

Information Memo No.	19-07		
Date introduced:	July 9, 2019	Introduced by:	William Howell, Acting City Mgr.
Amended actions:			
Confirmed by:			

Title: Presentation of the City's Water & Sewer Services Expenditures Compared to Budget from July 1, 2018 to June 30, 2019 – Utilities Maintenance – Water & Wastewater Activity Report.

Attachment(s): (1) City of Bethel Water & Sewer Services Expenditures Compared to Budget from July 1, 2018 to June 30, 2019 and (2) June 2019 – Utilities Maintenance – Water & Wastewater Activity Report.

Department/Individual:		Initials:	Remarks:
Administration, William Howell		WH	
Finance, Christine Blake		CB	
Amount of fiscal impact:			Account information:
None	No fiscal impact at this time.		
	Funds in City Budget.		
	Funds not in City Budget.		

Summary Statement

The attached financial report for FY 2019 contains months of data from July 1, 2018 to June 30, 2019. The information contained therein and the contents of the Water & Wastewater Activity Report are distributed to Bethel City Council members for their review. This Information Memorandum documents the dissemination of this report to Bethel City Council members, as required by the Alaska Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs, in their administration of the Best Practices protocol.

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

CITY OF BETHEL
COMBINED CASH INVESTMENT
JUNE 30, 2019

COMBINED CASH ACCOUNTS

TOTAL COMBINED CASH

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

51 ALLOCATION TO WATER & SEWER SERVICES	2,746,591.44
TOTAL ALLOCATIONS TO OTHER FUNDS	2,746,591.44
ALLOCATION FROM COMBINED CASH FUND - 01-10100	
ZERO PROOF IF ALLOCATIONS BALANCE	2,746,591.44

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2019

WATER & SEWER SERVICES

ASSETS

51-10100	CASH IN COMBINED FUND	2,746,591.44	
51-12502	INVESTMENT-AMLIP W SUBS	873,852.20	
51-12507	INVESTMENT-AMLIP S SUBS	198,917.73	
51-13100	ACCOUNTS RECEIVABLE	1,189,640.47	
51-13900	ALLOWANCE-DOUBTFUL ACCTS	15,462.95	
51-14200	HEATING FUEL INVENTORY	34,644.50	
51-14400	DIESEL FUEL INVENTORY	30,905.00	
51-16200	IMPROVEMENTS	12,187.41	
51-16300	BUILDINGS	2,869,625.96	
51-16400	PLANTS AND LINES-GENERAL	28,727,258.33	
51-16500	MACHINERY & EQUIP-GENERAL	223,338.57	
51-16600	VEHICLES-GENERAL	3,150,154.16	
51-16800	ACCUM DEPR-BUILDINGS	(2,871,573.24)	
51-16900	ACCUM DEPR-PLANT/LINE-GNL	(20,926,461.68)	
51-17000	ACCUM DEP-M&E GENERAL	(107,515.63)	
51-17100	ACCUM DEPR-VEHICLES-GENERAL	(2,246,216.20)	
51-18000	W/S CONSTRUCTION IN PROGRESS	11,314,992.99	
51-19000	DEFERRED OUTFLOW-PENSION	458,062.50	
	TOTAL ASSETS		25,693,867.46

LIABILITIES AND EQUITY

LIABILITIES

51-20100	VOUCHERS PAYABLE	(822.74)	
51-22100	ACCRUED VACATION	128,455.61	
51-22200	VACATION/SICK LEAVE	4,862.70	
51-25900	DUE TO/FROM OTHER FUNDS	1,996,668.23	
51-26100	UTILITY DEPOSITS	374,297.17	
51-27200	WATER SUB. FEE - DEF. MAINT.	173,973.43	
51-27300	SEWER SUB. FEE - DEF. MAINT.	184,258.41	
51-29000	DEFERRED INFLOW-PENSION	572,923.55	
51-29100	PENSION LIABILITY	3,445,694.07	
	TOTAL LIABILITIES		6,880,310.43

FUND EQUITY

51-30100	CONTRIBUTED CAPITAL-STATE	15,568,874.10	
51-30200	CONTRIBUTED CAPITAL-FED	9,074,659.94	
51-30300	CONTRIB CAP-CORP ENGR	5,816,281.20	
51-30400	CONTRIB CAP-PHS	972,517.00	
51-30500	CONTRIB CAP-EDA	311,207.20	
51-30600	CONTRIB CAP-U OF A	127,476.00	
51-30700	CONTRIBUTED CAPITAL VSW	8,280,868.37	
51-30800	CONTRIBUTED CAPITAL-RECD	72,736.71	
51-31900	CONTRIB CAP-OTHER	1,464,521.97	
51-31950	CONTRIB CAPITAL-FLEET REP FUND	23,460.12	
51-32100	AMORTIZATION CONTRIBUTION	(7,758,406.58)	
51-37900	DESIGNATED-CAP IMPROV & DEPREC	251,213.07	

UNAPPROPRIATED FUND BALANCE:

CITY OF BETHEL
BALANCE SHEET
JUNE 30, 2019

WATER & SEWER SERVICES

51-39900	FUND BALANCE-WATER & SEWER SER	(16,049,498.67)	
	REVENUE OVER EXPENDITURES - YTD	<u>657,646.60</u>	
	BALANCE - CURRENT DATE	<u>(15,391,852.07)</u>	
	TOTAL FUND EQUITY		<u>18,813,557.03</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>25,693,867.46</u></u>

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER</u>					
51-42-410 TRUCKED WATER	2,921,901.87	2,921,901.87	2,854,650.00	(67,251.87)	102.4
51-42-412 METERED PIPED WATER COMM.	514,317.25	514,317.25	446,440.00	(67,877.25)	115.2
51-42-414 UNMETERED PIPED WTR RESID	837,195.97	837,195.97	834,971.00	(2,224.97)	100.3
51-42-416 CONTRACT WATER	11,120.00	11,120.00	13,075.00	1,955.00	85.1
51-42-436 PUMPHOUSE WATER	20,793.77	20,793.77	17,899.00	(2,894.77)	116.2
TOTAL WATER	4,305,328.86	4,305,328.86	4,167,035.00	(138,293.86)	103.3
<u>SEWER</u>					
51-43-411 TRUCKED SEWER (EVAC/HB)	1,604,774.38	1,604,774.38	1,586,277.00	(18,497.38)	101.2
51-43-412 METERED PIPED SEWER COMM.	1,161,159.31	1,161,159.31	803,488.00	(357,671.31)	144.5
51-43-414 UNMETERED PIPED SEWER RES	248,272.42	248,272.42	247,195.00	(1,077.42)	100.4
51-43-416 CONTRACT SEWER	23,618.35	23,618.35	24,828.00	1,209.65	95.1
TOTAL SEWER	3,037,824.46	3,037,824.46	2,661,788.00	(376,036.46)	114.1
<u>MISCELLANEOUS</u>					
51-45-434 UTILITY PENALTY/INTEREST	23,425.97	23,425.97	46,270.00	22,844.03	50.6
51-45-435 RECONNECT FEES	4,419.56	4,419.56	2,677.00	(1,742.56)	165.1
51-45-450 SENIOR DISCOUNT	(50,812.67)	(50,812.67)	44,650.00	95,462.67	(113.8)
51-45-467 NSF CHECKS AND FEES	180.00	180.00	300.00	120.00	60.0
51-45-468 UTILITY INSPECTION FEES	2,408.83	2,408.83	1,500.00	(908.83)	160.6
51-45-471 WATER SUBSCRIPTION FEES	.00	.00	170,465.00	170,465.00	.0
51-45-472 SEWER SUBSCRIPTION FEES	.00	.00	182,267.00	182,267.00	.0
TOTAL MISCELLANEOUS	(20,378.31)	(20,378.31)	448,129.00	468,507.31	(4.6)
<u>MISCELLANEOUS</u>					
51-49-466 CASH OVER/SHORT	230.45	230.45	.00	(230.45)	.0
51-49-487 INVESTMENT INCOME	.00	.00	14,000.00	14,000.00	.0
51-49-495 MISCELLANEOUS INCOME	3,785.83	3,785.83	.00	(3,785.83)	.0
TOTAL MISCELLANEOUS	4,016.28	4,016.28	14,000.00	9,983.72	28.7
TOTAL FUND REVENUE	7,326,791.29	7,326,791.29	7,290,952.00	(35,839.29)	100.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
51-80-501 SALARIES	72,216.60	72,216.60	85,784.00	13,567.40	84.2
51-80-502 OVERTIME	398.85	398.85	1,000.00	601.15	39.9
51-80-508 LEAVE CASHOUT	.00	.00	4,289.00	4,289.00	.0
51-80-511 MEDICARE FICA	1,103.51	1,103.51	1,258.00	154.49	87.7
51-80-512 GROUP HEALTH INSURANCE	23,690.05	23,690.05	38,871.00	15,180.95	61.0
51-80-515 UNEMPLOYMENT	1,283.70	1,283.70	1,638.00	354.30	78.4
51-80-516 WORKERS' COMPENSATION	492.00	492.00	328.00	(164.00)	150.0
51-80-518 PERS	16,049.99	16,049.99	19,092.00	3,042.01	84.1
51-80-519 UTILITY BENEFIT	4,703.31	4,703.31	7,980.00	3,276.69	58.9
51-80-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-80-561 SUPPLIES	2,243.25	2,243.25	4,000.00	1,756.75	56.1
51-80-649 ONLINE BILL PAY	2,913.66	2,913.66	2,000.00	(913.66)	145.7
51-80-683 MINOR EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
51-80-721 INSURANCE	916.63	916.63	1,000.00	83.37	91.7
51-80-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-80-733 POSTAGE	13,458.82	13,458.82	13,500.00	41.18	99.7
51-80-736 BANK CHARGES	39,168.55	39,168.55	35,000.00	(4,168.55)	111.9
51-80-777 PROJECT-BOILER & HVAC REBUILD	438,575.57	438,575.57	620,000.00	181,424.43	70.7
51-80-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
51-80-996 ADMIN OVERHEAD-IT SVCS	11,403.29	11,403.29	14,260.00	2,856.71	80.0
51-80-998 ADMINISTRATIVE OVERHEAD-GF	20,857.00	20,857.00	39,145.00	18,288.00	53.3
TOTAL UTILITY BILLING	649,474.78	649,474.78	893,645.00	244,170.22	72.7
<u>HAULED WATER</u>					
51-81-501 SALARIES	410,612.93	410,612.93	434,695.00	24,082.07	94.5
51-81-502 OVERTIME	142,978.11	142,978.11	112,000.00	(30,978.11)	127.7
51-81-508 LEAVE CASHOUT	17,397.64	17,397.64	21,454.00	4,056.36	81.1
51-81-511 MEDICARE	8,451.00	8,451.00	7,695.00	(756.00)	109.8
51-81-512 EMPLOYEE GROUP BENEFITS	159,057.77	159,057.77	103,841.00	(55,216.77)	153.2
51-81-515 UNEMPLOYMENT	1,564.64	1,564.64	7,964.00	6,399.36	19.7
51-81-516 WORKERS' COMPENSATION	17,712.00	17,712.00	15,196.00	(2,516.00)	116.6
51-81-518 PERS	121,809.10	121,809.10	116,753.00	(5,056.10)	104.3
51-81-519 UTILITY BENEFIT	26,487.62	26,487.62	39,558.00	13,070.38	67.0
51-81-561 SUPPLIES	2,546.34	2,546.34	5,000.00	2,453.66	50.9
51-81-563 WEARING APPAREL	7,539.34	7,539.34	4,000.00	(3,539.34)	188.5
51-81-600 TIRES	41,000.00	41,000.00	41,000.00	.00	100.0
51-81-601 VEHICLE MT. (PARTS & TOOLS)	102,677.05	102,677.05	120,000.00	17,322.95	85.6
51-81-602 GASOLINE/DIESEL/OIL	98,706.63	98,706.63	60,000.00	(38,706.63)	164.5
51-81-621 ELECTRICITY	7,387.28	7,387.28	7,200.00	(187.28)	102.6
51-81-622 TELEPHONE	34.32	34.32	100.00	65.68	34.3
51-81-623 HEATING FUEL	17,058.26	17,058.26	12,000.00	(5,058.26)	142.2
51-81-626 WATER/SEWER/GARBAGE	7,796.79	7,796.79	8,200.00	403.21	95.1
51-81-627 STAFF CELLULAR PHONES	881.13	881.13	1,320.00	438.87	66.8
51-81-650 LAB TESTS	1,750.00	1,750.00	5,000.00	3,250.00	35.0
51-81-661 VEHICLE MAINT/REPAIR	178,833.90	178,833.90	287,479.00	108,645.10	62.2
51-81-662 PROPERTY MAINT	32,612.75	32,612.75	41,251.00	8,638.25	79.1
51-81-669 OTHER PURCHASED SERVICES	245.00	245.00	5,000.00	4,755.00	4.9
51-81-683 MINOR EQUIPMENT	324.29	324.29	4,000.00	3,675.71	8.1
51-81-690 WATER TRUCKS	225,000.00	225,000.00	225,000.00	.00	100.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-81-721 INSURANCE	48,823.99	48,823.99	53,000.00	4,176.01	92.1
51-81-722 INSURANCE-DED EXP & OTHER	10,480.88	10,480.88	10,000.00	(480.88)	104.8
51-81-738 BAD DEBT EXPENSE	.00	.00	9,000.00	9,000.00	.0
51-81-777 CONTAMINATED SOIL PROCESSING	62.11	62.11	.00	(62.11)	.0
51-81-799 MISCELLANEOUS	313.14	313.14	1,000.00	686.86	31.3
51-81-996 ADMIN OVERHEAD-IT SVCS	10,849.58	10,849.58	13,573.00	2,723.42	79.9
51-81-998 ADMINISTRATIVE OVERHEAD-GF	107,153.00	107,153.00	159,633.00	52,480.00	67.1
TOTAL HAULED WATER	1,808,146.59	1,808,146.59	1,931,912.00	123,765.41	93.6

PIPED WATER

51-82-501 SALARIES	159,069.67	159,069.67	158,803.00	(266.67)	100.2
51-82-502 OVERTIME	38,992.50	38,992.50	30,000.00	(8,992.50)	130.0
51-82-508 LEAVE CASHOUT	4,647.43	4,647.43	7,379.00	2,731.57	63.0
51-82-511 MEDICARE	2,999.72	2,999.72	2,738.00	(261.72)	109.6
51-82-512 EMPLOYEE GROUP BENEFITS	42,826.63	42,826.63	47,756.00	4,929.37	89.7
51-82-515 UNEMPLOYMENT	.00	.00	4,210.00	4,210.00	.0
51-82-516 WORKERS' COMPENSATION	.00	.00	5,574.00	5,574.00	.0
51-82-518 PERS	43,611.85	43,611.85	41,537.00	(2,074.85)	105.0
51-82-519 UTILITY BENEFIT	4,743.18	4,743.18	9,804.00	5,060.82	48.4
51-82-545 TRAINING/TRAVEL	6,085.70	6,085.70	7,500.00	1,414.30	81.1
51-82-561 SUPPLIES	5,338.66	5,338.66	5,000.00	(338.66)	106.8
51-82-563 WEARING APPAREL	2,544.00	2,544.00	2,500.00	(44.00)	101.8
51-82-592 PLUMBING SUPPLIES	18,285.83	18,285.83	17,500.00	(785.83)	104.5
51-82-601 VEHICLE MT. (PARTS & TOOLS)	11,524.09	11,524.09	8,000.00	(3,524.09)	144.1
51-82-602 GASOLINE/DIESEL/OIL	7,190.51	7,190.51	11,754.24	4,563.73	61.2
51-82-621 ELECTRICITY-UTIL MT SHOP	2,844.47	2,844.47	6,000.00	3,155.53	47.4
51-82-622 TELEPHONE	117.38	117.38	200.00	82.62	58.7
51-82-623 HEATING FUEL	23,521.52	23,521.52	24,000.00	478.48	98.0
51-82-626 WATER/SEWER/GARB	468.13	468.13	600.00	131.87	78.0
51-82-627 STAFF CELLULAR PHONES	763.34	763.34	1,160.00	396.66	65.8
51-82-649 ENGINEERING SERVICES	31,087.10	31,087.10	50,000.00	18,912.90	62.2
51-82-661 VEHICLE MAINT/REPAIR	1,724.35	1,724.35	2,782.00	1,057.65	62.0
51-82-669 OTHER PURCHASED SERVICES	645.76	645.76	645.76	.00	100.0
51-82-683 MINOR EQUIPMENT	35,121.46	35,121.46	25,000.00	(10,121.46)	140.5
51-82-721 INSURANCE	3,758.37	3,758.37	4,100.00	341.63	91.7
51-82-727 ADVERTISING	914.18	914.18	1,000.00	85.82	91.4
51-82-777 PROJECT EXPENSES-CULVERTS	.00	.00	210,000.00	210,000.00	.0
51-82-996 ADMIN OVERHEAD-IT SVCS	11,835.66	11,835.66	14,803.00	2,967.34	80.0
51-82-998 ADMINISTRATIVE OVERHEAD-GF	40,071.00	40,071.00	59,673.00	19,602.00	67.2
TOTAL PIPED WATER	500,732.49	500,732.49	760,019.00	259,286.51	65.9

BETHEL HTS WTR TREATMENT

51-83-501 SALARIES	125,255.42	125,255.42	117,832.00	(7,423.42)	106.3
51-83-502 OVERTIME	33,448.48	33,448.48	35,000.00	1,551.52	95.6
51-83-508 LEAVE CASHOUT	12,924.84	12,924.84	11,611.00	(1,313.84)	111.3
51-83-511 MEDICARE	800.27	800.27	2,216.00	1,415.73	36.1
51-83-512 EMPLOYEE GROUP BENEFITS	24,405.01	24,405.01	37,760.00	13,354.99	64.6
51-83-515 UNEMPLOYMENT	.00	.00	2,543.00	2,543.00	.0
51-83-516 WORKERS' COMPENSATION	.00	.00	4,470.00	4,470.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-83-518 PERS	34,933.83	34,933.83	33,623.00	(1,310.83)	103.9
51-83-519 UTILITY BENEFIT	7,893.56	7,893.56	7,752.00	(141.56)	101.8
51-83-545 TRAINING/TRAVEL	2,001.65	2,001.65	5,500.00	3,498.35	36.4
51-83-561 SUPPLIES	1,607.02	1,607.02	2,927.89	1,320.87	54.9
51-83-563 WEARING APPAREL	353.93	353.93	500.00	146.07	70.8
51-83-567 CHEMICALS	24,026.43	24,026.43	47,892.80	23,866.37	50.2
51-83-592 PLUMBING SUPPLIES	2,572.11	2,572.11	2,572.11	.00	100.0
51-83-621 ELECTRICITY (PUMPHOUSE)	75,512.27	75,512.27	84,000.00	8,487.73	89.9
51-83-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-83-623 HEATING FUEL (PUMPHOUSE)	119,212.52	119,212.52	120,000.00	787.48	99.3
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	1,912.75	1,912.75	12,000.00	10,087.25	15.9
51-83-661 VEHICLE MAINT/REPAIR	1,724.35	1,724.35	2,782.00	1,057.65	62.0
51-83-669 OTHER PURCHASED SERVICES	5,107.20	5,107.20	5,107.20	.00	100.0
51-83-683 MINOR EQUIPMENT	22,120.07	22,120.07	23,000.00	879.93	96.2
51-83-721 INSURANCE	12,100.00	12,100.00	13,200.00	1,100.00	91.7
51-83-727 ADVERTISING	559.57	559.57	500.00	(59.57)	111.9
51-83-772 PROJECT EXPENSES	49,924.50	49,924.50	50,000.00	75.50	99.9
51-83-996 ADMIN OVERHEAD-IT SVCS	11,285.95	11,285.95	14,116.00	2,830.05	80.0
51-83-998 ADMINISTRATIVE OVERHEAD-GF	32,891.00	32,891.00	49,012.00	16,121.00	67.1
TOTAL BETHEL HTS WTR TREATMENT	602,572.73	602,572.73	688,417.00	85,844.27	87.5

CITY SUB WTR TREATMENT

51-84-501 SALARIES	147,161.29	147,161.29	179,778.00	32,616.71	81.9
51-84-502 OVERTIME	35,949.45	35,949.45	35,000.00	(949.45)	102.7
51-84-508 LEAVE CASHOUT	23,089.99	23,089.99	8,708.00	(14,381.99)	265.2
51-84-511 MEDICARE	3,062.29	3,062.29	31,143.00	28,080.71	9.8
51-84-512 EMPLOYEE GROUP BENEFITS	39,454.51	39,454.51	37,760.00	(1,694.51)	104.5
51-84-515 UNEMPLOYMENT	.00	.00	3,916.00	3,916.00	.0
51-84-516 WORKERS' COMPENSATION	.00	.00	6,341.00	6,341.00	.0
51-84-518 PERS	40,303.31	40,303.31	47,251.00	6,947.69	85.3
51-84-519 UTILITY BENEFIT	4,569.91	4,569.91	7,752.00	3,182.09	59.0
51-84-545 TRAINING/TRAVEL	1,310.75	1,310.75	6,500.00	5,189.25	20.2
51-84-561 SUPPLIES	1,650.49	1,650.49	1,500.00	(150.49)	110.0
51-84-563 WEARING APPAREL	779.94	779.94	800.00	20.06	97.5
51-84-567 CHEMICALS	66,245.39	66,245.39	90,000.00	23,754.61	73.6
51-84-592 PLUMBING SUPPLIES	798.72	798.72	2,000.00	1,201.28	39.9
51-84-602 GASOLINE/DIESEL/OIL	206.99	206.99	720.00	513.01	28.8
51-84-621 ELECTRICITY (CS WTF)	54,181.17	54,181.17	48,000.00	(6,181.17)	112.9
51-84-622 TELEPHONE	34.32	34.32	100.00	65.68	34.3
51-84-623 HEATING FUEL(CS WTF)	89,707.66	89,707.66	120,000.00	30,292.34	74.8
51-84-650 LAB TESTS	6,683.24	6,683.24	7,000.00	316.76	95.5
51-84-661 VEHICLE MAINT (ISF)	1,724.35	1,724.35	2,782.00	1,057.65	62.0
51-84-669 OTHER PURCHASED SERVICES	1,075.44	1,075.44	2,000.00	924.56	53.8
51-84-683 MINOR EQUIPMENT	12,017.50	12,017.50	13,000.00	982.50	92.4
51-84-721 INSURANCE	7,608.37	7,608.37	8,300.00	691.63	91.7
51-84-727 ADVERTISING	500.00	500.00	500.00	.00	100.0
51-84-772 PROJECT EXPENSES	49,624.50	49,624.50	50,000.00	375.50	99.3
51-84-996 ADMIN OVERHEAD-IT SVCS	12,387.37	12,387.37	15,490.00	3,102.63	80.0
51-84-998 ADMINISTRATIVE OVERHEAD-GF	46,567.00	46,567.00	69,337.00	22,770.00	67.2
TOTAL CITY SUB WTR TREATMENT	646,693.95	646,693.95	795,678.00	148,984.05	81.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED SEWER</u>					
51-85-501 SALARIES	431,192.51	431,192.51	499,174.00	67,981.49	86.4
51-85-502 OVERTIME	121,018.58	121,018.58	112,000.00	(9,018.58)	108.1
51-85-508 LEAVE CASHOUT	8,780.29	8,780.29	24,678.00	15,897.71	35.6
51-85-511 MEDICARE	8,346.24	8,346.24	9,094.00	747.76	91.8
51-85-512 EMPLOYEE GROUP BENEFITS	216,414.17	216,414.17	126,053.00	(90,361.17)	171.7
51-85-515 UNEMPLOYMENT	(131.00)	(131.00)	10,635.00	10,766.00	(1.2)
51-85-516 WORKERS' COMPENSATION	17,568.00	17,568.00	17,100.00	(468.00)	102.7
51-85-518 PERS	121,313.42	121,313.42	137,978.00	16,664.58	87.9
51-85-519 UTILITY BENEFIT	22,487.24	22,487.24	44,118.00	21,630.76	51.0
51-85-561 SUPPLIES	1,631.16	1,631.16	2,000.00	368.84	81.6
51-85-563 WEARING APPAREL	.00	.00	4,000.00	4,000.00	.0
51-85-600 TIRES & WHEELS	2,338.43	2,338.43	6,000.00	3,661.57	39.0
51-85-601 VEHICLE MT. (PARTS & TOOLS)	54,290.52	54,290.52	70,000.00	15,709.48	77.6
51-85-602 GASOLINE/DIESEL/OIL	97,004.84	97,004.84	36,496.00	(60,508.84)	265.8
51-85-621 ELECTRICITY	7,025.02	7,025.02	7,200.00	174.98	97.6
51-85-622 TELEPHONE	.00	.00	100.00	100.00	.0
51-85-623 HEATING FUEL	16,680.36	16,680.36	12,000.00	(4,680.36)	139.0
51-85-626 WATER/SEWER/GARBAGE	7,325.69	7,325.69	8,200.00	874.31	89.3
51-85-661 VEHICLE MAINT/REPAIR	188,799.80	188,799.80	287,479.00	98,679.20	65.7
51-85-662 PROPERTY MAINT	32,612.76	32,612.76	41,251.00	8,638.24	79.1
51-85-669 OTHER PURCHASED SERVICES	4,928.12	4,928.12	7,000.00	2,071.88	70.4
51-85-683 MINOR EQUIPMENT	(471.12)	(471.12)	1,000.00	1,471.12	(47.1)
51-85-699 XFER TO F-58 FLEET REPLACEMENT	.00	.00	191,160.00	191,160.00	.0
51-85-721 INSURANCE	41,250.00	41,250.00	45,000.00	3,750.00	91.7
51-85-722 INSURANCE-DED EXP & OTHER	8,153.03	8,153.03	10,000.00	1,846.97	81.5
51-85-799 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
51-85-996 ADMIN OVERHEAD-IT SVCS	9,520.58	9,520.58	13,573.00	4,052.42	70.1
51-85-998 ADMINISTRATIVE OVERHEAD-GF	122,194.00	122,194.00	181,767.00	59,573.00	67.2
TOTAL HAULED SEWER	1,540,272.64	1,540,272.64	1,906,056.00	365,783.36	80.8
<u>PIPED SEWER</u>					
51-86-501 SALARIES	153,401.56	153,401.56	158,803.00	5,401.44	96.6
51-86-502 OVERTIME	38,992.39	38,992.39	30,000.00	(8,992.39)	130.0
51-86-508 LEAVE CASHOUT	4,647.40	4,647.40	7,379.00	2,731.60	63.0
51-86-511 MEDICARE	2,907.23	2,907.23	2,738.00	(169.23)	106.2
51-86-512 EMPLOYEE GROUP BENEFITS	45,504.78	45,504.78	48,866.00	3,361.22	93.1
51-86-515 UNEMPLOYMENT	.00	.00	4,210.00	4,210.00	.0
51-86-516 WORKERS' COMPENSATION	.00	.00	5,574.00	5,574.00	.0
51-86-518 PERS	42,364.60	42,364.60	41,537.00	(827.60)	102.0
51-86-519 UTILITY BENEFITS	4,744.64	4,744.64	9,478.00	4,733.36	50.1
51-86-545 TRAINING/TRAVEL	4,148.49	4,148.49	8,000.00	3,851.51	51.9
51-86-561 SUPPLIES	3,672.46	3,672.46	5,000.00	1,327.54	73.5
51-86-563 WEARING APPAREL	1,812.76	1,812.76	2,500.00	687.24	72.5
51-86-592 PLUMBING SUPPLIES	5,256.99	5,256.99	7,770.41	2,513.42	67.7
51-86-601 VEHICLE MT. (PARTS & TOOLS)	3,556.61	3,556.61	6,500.00	2,943.39	54.7
51-86-602 GASOLINE/DIESEL/OIL	9,338.93	9,338.93	9,600.00	261.07	97.3
51-86-621 ELECTRICITY-LIFTST & BLDG	88,772.73	88,772.73	90,000.00	1,227.27	98.6
51-86-622 TELEPHONE	.00	.00	100.00	100.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-86-623 HEATING FUEL	29,291.37	29,291.37	30,000.00	708.63	97.6
51-86-626 WATER/SEWER/GARB	468.02	468.02	600.00	131.98	78.0
51-86-661 VEHICLE MAINT/REPAIR	3,498.07	3,498.07	3,170.54	(327.53)	110.3
51-86-669 OTHER PURCHASED SERVICES	11,885.20	11,885.20	11,885.20	.00	100.0
51-86-683 MINOR EQUIPMENT	108,144.36	108,144.36	109,955.85	1,811.49	98.4
51-86-699 CAPITAL EXPENSES-SL ASSET RES.	155,465.72	155,465.72	191,160.00	35,694.28	81.3
51-86-721 INSURANCE	3,666.63	3,666.63	4,000.00	333.37	91.7
51-86-736 LEASED PROPERTY-LIFT STATIONS	12,766.95	12,766.95	15,000.00	2,233.05	85.1
51-86-777 PROJECT EXP-CULVERTS	.00	.00	210,000.00	210,000.00	.0
51-86-996 ADMIN OVERHEAD-IT SVCS	13,162.69	13,162.69	14,803.00	1,640.31	88.9
51-86-998 ADMINISTRATIVE OVERHEAD-GF	40,139.00	40,139.00	59,825.00	19,686.00	67.1
TOTAL PIPED SEWER	787,609.58	787,609.58	1,088,455.00	300,845.42	72.4
SEWER LAGOON					
51-87-501 SALARIES	47,675.88	47,675.88	65,150.00	17,474.12	73.2
51-87-502 OVERTIME	9,477.37	9,477.37	10,000.00	522.63	94.8
51-87-508 LEAVE CASHOUT	1,094.19	1,094.19	2,135.00	1,040.81	51.3
51-87-511 MEDICARE	872.03	872.03	1,090.00	217.97	80.0
51-87-512 EMPLOYEE GROUP BENEFITS	12,601.60	12,601.60	15,548.00	2,946.40	81.1
51-87-515 UNEMPLOYMENT	.00	.00	1,676.00	1,676.00	.0
51-87-516 WORKERS' COMPENSATION	.00	.00	2,219.00	2,219.00	.0
51-87-518 PERS	12,650.22	12,650.22	16,533.00	3,882.78	76.5
51-87-519 UTILITY BENEFIT	1,095.23	1,095.23	3,016.00	1,920.77	36.3
51-87-545 TRAINING/TRAVEL	4,357.62	4,357.62	4,500.00	142.38	96.8
51-87-561 SUPPLIES	988.96	988.96	1,000.00	11.04	98.9
51-87-563 WEARING APPAREL	2,725.86	2,725.86	2,700.00	(25.86)	101.0
51-87-592 PLUMBING SUPPLIES	518.39	518.39	550.00	31.61	94.3
51-87-602 GASOLINE	3,391.73	3,391.73	16,030.00	12,638.27	21.2
51-87-650 LAB TESTS (SAMPLES)	11,456.17	11,456.17	12,000.00	543.83	95.5
51-87-683 MINOR EQUIPMENT	1,290.68	1,290.68	2,000.00	709.32	64.5
51-87-721 INSURANCE	275.00	275.00	300.00	25.00	91.7
51-87-724 DUES & SUBSCRIPTIONS	7,920.00	7,920.00	7,920.00	.00	100.0
51-87-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-87-998 ADMINISTRATIVE OVERHEAD-GF	15,251.00	15,251.00	22,754.00	7,503.00	67.0
TOTAL SEWER LAGOON	133,641.93	133,641.93	187,621.00	53,979.07	71.2
TOTAL FUND EXPENDITURES	6,669,144.69	6,669,144.69	8,251,803.00	1,582,658.31	80.8
NET REVENUE OVER EXPENDITURES	657,646.60	657,646.60	(960,851.00)	(1,618,497.60)	68.4



City of Bethel - Public Works Department

Utilities Maintenance Activity Report

June 2019

Public Works Director - William Arnold

City Sub Water Treatment Plant

Bethel Heights Water Treatment Plant

Water			Chemical Usage			Water				Chemical Usage		
Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	School Water (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)
5,543,561	2,447,000	1,672,044	1,200	13,500	255	2,090,673	63,310	2,792,390	57,220	450	1,800	114
45,021,245	21,540,000	9,671,637	7,725	108,225	2,221	30,388,948	7,538,633	48,904,383	2,344,095	10,125	33,140	1,357

June

Fiscal Year to Date

Bethel Heights WTP	Monthly water logs to ADEC from BHWTP and CSWTP.
City Sub WTP	Institutional Corridor is complete and in operation. DMR report to ADEC. Monthly water logs for BHWTP and CSWTP to ADEC. We also conducted a LEAD and Copper test, results exceeded Federal Limits and in process of Corrosion Control with DOWL. OEH monthly water test for BHWTP and CSWTP.
Sewer Lagoon	Lagoon spring operation were started on 5/27/19 and stoped on 6/17/19
Piped Sewer	12 alarms on residential lift stations were responded to. Multiple issues with heat trace, grinder pumps, and float systems were resolved. Repairs were made to Yukon Kuskokwim Fitness Center Lift Station. Main Lift Station pump work –Pump #1 parts have arrived. Expected to be completed and returned in 2-3 weeks. FAA lift station thawed out and in operation. Line flushing and leveling activities on low flow and frozen sewer lines. Non-compliance reports were filled out per DEC requirements.
Piped Water	Monthly meter readings, service connections, and disconnects were performed. Hospital (new & old), Bethel Youth Facility, Correctional Facility, Fish & Wildlife, and YKHC housing are all connected to new Institutional Corridor Line. Additional fire hydrant testing was performed to accommodate information requests from YKHC fire protection contractors.
Other	Daily safety meetings are held. All 3 Utility Maint trucks are having issues that require repairs. Several of these are major safety issues. Continue to work with V&E to repair them, but some issues are arising since 2 of the vehicles are more than 10 years old.

Prepared by - Water/Wastewater Utilities Foreman

June 19, 2019

Dear Mayor Fred Watson,

I am honored to serve you as the Executive Director of the Alaska Municipal League. I realize we have a lot of work ahead and look forward to accomplishing this in collaboration with municipal leaders. I'm glad for your support of and membership in AML.

As you know, AML is your voice in Juneau and DC. We advocate for priorities and issues that Alaska municipalities agree to – the Alaska Municipal League is the only statewide organization that lobbies for local government policies at the state and federal level. This includes to lobby for and monitor activity related to Revenue Sharing/Community Assistance, PERS issues, federal PILT payments, Timber Receipts, issue-specific legislation, tax and fiscal policy, and any other issue that may affect you.

By helping to ensure that revenues continue to come to Alaska's municipalities and by strongly pushing back on unfunded mandates, we help strengthen Alaska's municipalities, and your community. AML is the vehicle for solutions and a unified front when it comes to decisions by the state or federal government to pass expenses to municipalities in their efforts to stabilize budgets. That cannot be the way forward, and AML works with you to stand up for municipalities.

With this in mind, enclosed please find your FY20 dues request for your Alaska Municipal League membership. Dues support our operations and our ability to deliver the many benefits that it provides for your municipality. I am confident that with your membership and the strong team here at AML, we can continue to fight for municipal priorities.

There are some changes to note in this year's dues request, mainly that we've bundled separate invoicing together. Instead of seeing multiple invoices over the next year, we've tried to combine these. Your statement includes:

- Annual AML dues calculated on base rate and population
 - While we haven't raised our dues in over 25 years, we can continue to raise the bar in what we deliver to members. We're focused on health insurance and shared services.
- Pro-rata dues for boroughs, which are applied to AML's WIR membership
 - This increases our ability to advocate for federal public lands issues, including PILT
- Pro-rata dues for cities under 20,000 people, which are applied to AML's NLC Affiliate membership
 - This is a new program, but allows cities to see additional benefits, including
 - NLC Prescription Discount Program
 - NLC Grant Access
 - Member only registration rates for NLC conferences and events
 - NLC webinars
 - NLCU online courses
 - The Weekly, Federal Advocacy Update and other electronic publications
 - 50% discount for cities above 20,000 people
- Alaska Conference of Mayors dues, which we'll count toward this coming year

If you have questions about any of these, let us know. If you weren't planning on ACoM, then just reduce your invoice by that amount. We also realize that the NLC addition is unplanned. We encourage you to consider it as part of your dues, but if that is problematic for this first year than we can waive the fee as we prove out the benefits. Again, just reduce the invoice by that amount.

Our ability to be successful in our advocacy depends on our membership – you. Your dues enable all members to have the opportunity to receive valuable training and vital information through our lobbying efforts; weekly e-bulletins throughout the legislative session; and three conferences each year. Your membership gives you the ability to form relationships with your peers; to enjoy affordable rates on municipal risk insurance through the AML Joint Insurance Association (AML-JIA); better returns and instant availability through the AML Investment Pool (AMLIP); and the ability to receive any help your municipality might need through a quick phone call to our office.

With best regards, and Alaska's future in mind,

A handwritten signature in black ink, appearing to read 'Nils Andreassen', with a stylized, cursive script.

Nils Andreassen
Executive Director



CITY OF BETHEL
Managers Office

William F. Howell III
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
Cell: (907) 545-4998
bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: July 2, 2019
TO: Fred Watson, Mayor
FROM: Bill Howell, Acting City Manager
SUBJECT: Manager's Report – June 19, through July 02, 2019

Current Events

- A special council meeting was requested for July 3, 2019 by the Mayor at the request of Administration for introduction of a budget mod that would allow for paving of the ASHA Heights water plant truck fill area.
- On 6-18-19, I met with Property Maintenance regarding Pinky's Park Lighting Project. Quotes are expected for this project in the next few days.
- On 6-21-19, a meeting with ONC regarding solid waste management plans was held at the City office.
- I signed a scope of work document authorizing DOWL to provide Construction Administration services for the Lift Station Controls Improvement Project in the amount of \$48,084. These services were deliberately left out of the original project scope document. There are sufficient funds in the City's Village Safe Water grant to cover this expenditure.
- Administration submitted the 6-month DCRA Best Practices Report on time. This monthly water-treatment, plant reports and financial reports submitted to City Council are part of the document collection.
- On 6-25-19, I met briefly with Al Gross, a candidate for US senate. Mr. Gross is exploring a run for the Senate seat currently held by Dan Sullivan. Mr. Gross is running as an Independent. Mr. Gross informed me yesterday (July 1, 2019) that his candidacy was now official.

- I accepted the resignation of Police Chief Burke Waldron on June 25, 2019. Burke's last day was June 28. Lieutenant Amy Davis will serve as Acting Police Chief during the search and hiring process. Chief Burke will be dearly missed by all. We wish him the best in his future endeavors.
- June 26, RFB review for purchase of City culvert steaming equipment.
- On 6-27-19, Administration called a meeting with Bethel Police Department Admin, LKSD, and our Grant Manager regarding collecting and recording of law enforcement statistics for school related crimes.
- On 6-27-19, I met with Planning regarding four site plans and the Green Store CUP. Site plans are being reviewed by our Acting Planner for approval by Administration in the absence of a full time Planner. Any plans exceeding our ability to review may be sent to Dowl the City's engineering firm. Two conditional use permits for marijuana facilities were received by the Planning Office in June.
- I responded to one citizen complaint regarding the Transit System.
- On June 26, Administration met with DOT&PF Central Region Director, Wolfgang Junge DOT&PF Maintenance & Operations Chief, Charles Wagner and Bethel's Airport Manager LJ Davis, regarding the status of DOT projects in Bethel.
- Administration, Grants, and Public Works met telephonically with representatives from Sourcewell (formerly NJPA), a joint purchasing collective from the State of Minnesota. The meeting was held to determine if Sourcewell contracts comply with the BMC. We are reviewing the provided information.
- We are preparing a sole source declaration for the July 9 Council meeting. The sole source is for paving the City Office parking lot, resurfacing the Fire Department's apparatus ramp, and paving the ASHA Heights Water Plant truck fill area.

Ongoing Business

- Administration and Finance are waiting on Altman Rogers to complete our FY 18 Audit. All required documents and requests from the auditor have been provided/satisfied.

- We are waiting for the draft of the Long Range Transportation Plan (LRTP) from Dowl.
- A preliminary meeting was held with the Public Works Director to begin the planning and RFB process for the City Hall roof project.
- Administration reviewed the updated letter and packet sent by the Department of the Army regarding demolition, disposal and cleanup of World War II Army sites in the Bethel area. I will be reaching out to the Department of the ARMY and ONC during the week of July 4th for further information to brief Council at July 9th meeting.
- Public Works demolished and removed the old police annex building (Bojangles).
- Bethel's old laundromat building is schedule for demolition in January/February of 2020. Public Works advises Administration that frozen ground is needed to operate heavy equipment behind the building. This plan is the safest way to avoid contact with power lines or the city generator at that location.
- We are working with FNBA for financing of the Avenue's Water Project.
- A letter was sent to the DEC regarding disposal requirements of Asbestos Containing Material (ACM) in the Bethel landfill. LKSD has requested use of the Bethel landfill for the Kilbuck fire debris. As of this report, Administration has not received a response from DEC.
- A meeting with City union leaders was held on June 25, 2019. The union had no new issues to discuss. A brief discussion centered around resolved items and upcoming COLA pay increases that have already been set in motion by HR and Payroll.

Departments

- A Department Head meeting was held on June 20 and June 27.
- The next Department Head meeting is scheduled for July 11, at 10 A.M.

HR

- We are recruiting for the Planning Director and Police Chief.
- HR has been directed to review, suggest, and implement a set of policies and procedures for the HR office.

Finance

- Finance filled the GL position, and two other openings.
- Preliminary audit findings were reviewed. I am working with Finance to address findings.
- Administration is reviewing all large purchases for compliance with City purchasing code.

Public Works

- Public Works is investigating the feasibility of credit card acceptors at the public fill points. We are also discussing the viability of a public fill at the City Sub Water Treatment Plant.
- Public Works is researching "mile markers" for boardwalks in Pinky's Park. The idea is from a recommendation received by the Public Safety and Transportation Commission.
- Property maintenance is participating in the boardwalk lighting project and has submitted many useful ideas. Our next meeting with ONC is Wednesday, July 3 2019.

PD

- Bethel Police Lt. Amy Davis was appointed Acting Police Chief on June 28, 2019.

Planning

- Pauline Boratko was appointed the Acting Planning Director on June 26.
- Administration and the City Attorney are working closely with the Acting Planner to continue to issue site plans and review conditional use permits while we search for a new Planner.
- Review and approval of the various subdivision plans and agreements is ongoing with the Dowl and the City Attorney.

IT/Purchasing agent

- IT is in the process of purchasing new computers.

Port

- Port Director has been assigned to facilitate a city auction of surplus items in August.
- The Port has been directed to place additional life rings around the harbor. Funds were unavailable to purchase additional life rings at the end of the FY 19. This should be completed soon.

Fire

- The Fire Department is working to complete reporting and cleanup for two spills.

Budget/Financial

- The new budget year started July 1. We are excited to do the work we outlined in the FY 20 Budget process.
- Administration is reviewing the Governor's budget and impacts to the City.

Grants

- The Grant Manager is working on establishing a federal indirect rate for cost recovery on federal grants. Once approved, the City will be able to recover a portion of its overhead costs.

From: **Brian Lefferts** <Brian_Lefferts@ykhc.org>

Date: Tue, Jun 25, 2019 at 7:31 PM

Subject: Re: [SPF:Failed] OEH lease

To: Bill Howell <bhowell@cityofbethel.net>

Bill,

1. We plan to use the building for the village health clinic maintenance team to store supplies, make repairs to broken items taken out of clinics, and prep supplies and equipment for their next trip.
2. We have not identified any hazardous lead or ACM. We do not intend on doing any demolition just light surface renovation, so I don't see this as an issue with what we intend to do. I will be sure to pass in the manager that this building may contain lead and/or AMC.
3. We would only seal in the ACM. We do not intend on making modifications that would disturb ACM, or removing any paint.

Thank you!

Sent from my iPhone

On Jun 25, 2019, at 7:21 PM, Bill Howell <bhowell@cityofbethel.net> wrote:

[External email message - this is not from YKHC]

Brian,

Couple questions for you from council:

1. what will the building be used for?
2. Have you identified if there is lead paint or ACM in the building?
3. What is your plan for detecting and mitigating such , if found?

--

Warmest Regards,

Bill Howell
Acting City Manager
City of Bethel Fire Department
907-543-2131
907-545-4998 cell
907-543-2702 fax
P.O. Box 1388
Bethel, Alaska 99559
bhowell@cityofbethel.net

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
TAXES	6,722,105.20	6,722,105.20	7,746,000.00	1,023,894.80	86.8
STATE & FEDERAL REVENUES	1,087,656.10	1,087,656.10	1,079,769.00	(7,887.10)	100.7
CHARGES FOR SERVICES	222,013.82	222,013.82	299,400.00	77,386.18	74.2
RENTAL INCOME	1,515.00	1,515.00	1,600.00	85.00	94.7
LICENSES, PERMITS & FEES	651,591.15	651,591.15	626,660.00	(24,931.15)	104.0
MISCELLANEOUS	486,145.63	486,145.63	191,800.00	(294,345.63)	253.5
TOTAL FUND REVENUES	9,171,026.90	9,171,026.90	9,945,229.00	774,202.10	92.2
<u>EXPENDITURES</u>					
ADMINISTRATION	428,165.37	428,165.37	457,065.00	28,899.63	93.7
CITY CLERKS OFFICE	147,145.01	147,145.01	148,643.00	1,497.99	99.0
FINANCE	497,974.58	497,974.58	530,181.00	32,206.42	93.9
PLANNING	349,491.96	349,491.96	439,412.00	89,920.04	79.5
TECHNOLOGY DEPARTMENTS	272,410.88	272,410.88	1,233,614.00	961,203.12	22.1
CITY ATTORNEY'S OFFICE	204,002.33	204,002.33	431,941.00	227,938.67	47.2
FIRE DEPARTMENT	1,362,478.07	1,362,478.07	1,476,590.00	114,111.93	92.3
POLICE	2,781,642.12	2,781,642.12	3,530,762.00	749,119.88	78.8
PUBLIC WORKS-ADMIN	84,534.12	84,534.12	106,540.00	22,005.88	79.3
PW-STREETS & ROADS	1,657,797.40	1,657,797.40	1,798,787.90	140,990.50	92.2
PROPERTY MAINTENANCE	496,091.51	496,091.51	958,114.00	462,022.49	51.8
PARKS & REC/BYC	1,561.49	1,561.49	.00	(1,561.49)	.0
COMMUNITY SERVICE	156,588.49	156,588.49	267,054.00	110,465.51	58.6
IN KIND MATCH & TRANSFERS	.00	.00	616,163.00	616,163.00	.0
TOTAL FUND EXPENDITURES	8,439,883.33	8,439,883.33	11,994,866.90	3,554,983.57	70.4
NET REVENUE OVER EXPENDITURES	731,143.57	731,143.57	(2,049,637.90)	(2,780,781.47)	35.7
NET REVENUE OVER EXPENDITURES	731,143.57	731,143.57	(2,049,637.90)	(2,780,781.47)	35.7

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

PARKS DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
SOURCE 42	83,000.00	83,000.00	.00	(83,000.00)	.0
TOTAL FUND REVENUES	83,000.00	83,000.00	.00	(83,000.00)	.0
<u>EXPENDITURES</u>					
PARKS DEVELOPMENT	103,657.03	103,657.03	123,474.01	19,816.98	84.0
TOTAL FUND EXPENDITURES	103,657.03	103,657.03	123,474.01	19,816.98	84.0
NET REVENUE OVER EXPENDITURES	710,486.54	710,486.54	(2,173,111.91)	(2,883,598.45)	32.7

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
SOURCE 42	(925.00)	(925.00)	72,454.00	73,379.00	(1.3)
SOURCE 43	264,278.00	264,278.00	271,750.00	7,472.00	97.3
TRANSFERS IN	209,461.00	209,461.00	918,743.00	709,282.00	22.8
MISCELLANEOUS	.00	.00	50,000.00	50,000.00	.0
TOTAL FUND REVENUES	472,814.00	472,814.00	1,312,947.00	840,133.00	36.0
<u>EXPENDITURES</u>					
LOCAL FUNDED EXPENDITURES	1,413,542.31	1,413,542.31	1,682,868.00	269,325.69	84.0
TOTAL FUND EXPENDITURES	1,413,542.31	1,413,542.31	1,682,868.00	269,325.69	84.0
NET REVENUE OVER EXPENDITURES	(230,241.77)	(230,241.77)	(2,543,032.91)	(2,312,791.14)	(9.1)

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
E-911 SURCHARGE	147,071.11	147,071.11	144,000.00	(3,071.11)	102.1
TOTAL FUND REVENUES	147,071.11	147,071.11	144,000.00	(3,071.11)	102.1
<u>EXPENDITURES</u>					
E-911 SERVICES	112,430.21	112,430.21	163,673.00	51,242.79	68.7
TOTAL FUND EXPENDITURES	112,430.21	112,430.21	163,673.00	51,242.79	68.7
NET REVENUE OVER EXPENDITURES	(195,600.87)	(195,600.87)	(2,562,705.91)	(2,367,105.04)	(7.6)

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
SOLID WASTE & RECYLING	1,166,667.98	1,166,667.98	1,169,000.00	2,332.02	99.8
TOTAL FUND REVENUES	1,166,667.98	1,166,667.98	1,169,000.00	2,332.02	99.8
<u>EXPENDITURES</u>					
HAULED REFUSE	313,804.26	313,804.26	417,752.00	103,947.74	75.1
LANDFILL OPERATIONS	505,938.10	505,938.10	683,724.00	177,785.90	74.0
TOTAL FUND EXPENDITURES	819,742.36	819,742.36	1,101,476.00	281,733.64	74.4
NET REVENUE OVER EXPENDITURES	151,324.75	151,324.75	(2,495,181.91)	(2,646,506.66)	6.1

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
WATER	4,305,328.86	4,305,328.86	4,167,035.00	(138,293.86)	103.3
SEWER	3,037,824.46	3,037,824.46	2,661,788.00	(376,036.46)	114.1
MISCELLANEOUS	(20,378.31)	(20,378.31)	448,129.00	468,507.31	(4.6)
MISCELLANEOUS	4,016.28	4,016.28	14,000.00	9,983.72	28.7
TOTAL FUND REVENUES	7,326,791.29	7,326,791.29	7,290,952.00	(35,839.29)	100.5
<u>EXPENDITURES</u>					
UTILITY BILLING	649,474.78	649,474.78	893,645.00	244,170.22	72.7
HAULED WATER	1,808,146.59	1,808,146.59	1,931,912.00	123,765.41	93.6
PIPED WATER	500,732.49	500,732.49	760,019.00	259,286.51	65.9
BETHEL HTS WTR TREATMENT	602,572.73	602,572.73	688,417.00	85,844.27	87.5
CITY SUB WTR TREATMENT	646,693.95	646,693.95	795,678.00	148,984.05	81.3
HAULED SEWER	1,540,272.64	1,540,272.64	1,906,056.00	365,783.36	80.8
PIPED SEWER	787,609.58	787,609.58	1,088,455.00	300,845.42	72.4
SEWER LAGOON	133,641.93	133,641.93	187,621.00	53,979.07	71.2
TOTAL FUND EXPENDITURES	6,669,144.69	6,669,144.69	8,251,803.00	1,582,658.31	80.8
NET REVENUE OVER EXPENDITURES	808,971.35	808,971.35	(3,456,032.91)	(4,265,004.26)	23.4

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
INTEREST & PENALTIES	.00	.00	5,000.00	5,000.00	.0
SOURCE 42	(25.00)	(25.00)	.00	25.00	.0
CHARGES FOR SERVICES	835,598.13	835,598.13	1,100,500.00	264,901.87	75.9
LEASE REVENUE	20,300.00	20,300.00	24,000.00	3,700.00	84.6
MISCELLANEOUS	45,943.38	45,943.38	49,000.00	3,056.62	93.8
MISCELLANEOUS	7,625.00	7,625.00	7,000.00	(625.00)	108.9
TOTAL FUND REVENUES	909,441.51	909,441.51	1,185,500.00	276,058.49	76.7
<u>EXPENDITURES</u>					
DOCK EXPENDITURES	476,831.72	476,831.72	840,477.00	363,645.28	56.7
SMALL BOAT HARBOR	152,442.61	152,442.61	241,074.00	88,631.39	63.2
TOTAL FUND EXPENDITURES	629,274.33	629,274.33	1,081,551.00	452,276.67	58.2
NET REVENUE OVER EXPENDITURES	1,089,138.53	1,089,138.53	(3,352,083.91)	(4,441,222.44)	32.5

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
LEASE INCOME	872,027.80	872,027.80	850,427.00	(21,600.80)	102.5
TOTAL FUND REVENUES	872,027.80	872,027.80	850,427.00	(21,600.80)	102.5
<u>EXPENDITURES</u>					
LEASED PROPERTIES-MISC	9,265.05	9,265.05	41,225.00	31,959.95	22.5
LEASED PROP-COURT COMPLEX	435,285.18	435,285.18	899,883.00	464,597.82	48.4
LEASED PROP - POLICE ANNEX	632.89	632.89	.00	(632.89)	.0
TOTAL FUND EXPENDITURES	445,183.12	445,183.12	941,108.00	495,924.88	47.3
NET REVENUE OVER EXPENDITURES	1,515,983.21	1,515,983.21	(3,442,764.91)	(4,958,748.12)	44.0

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

EMPLOYEE GROUP HEALTH BEN.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
EMP GROUP BENEFITS REVENUES	1,503,022.51	1,503,022.51	1,940,109.00	437,086.49	77.5
TOTAL FUND REVENUES	1,503,022.51	1,503,022.51	1,940,109.00	437,086.49	77.5
<u>EXPENDITURES</u>					
EMPLOYEE GROUP HEALTH BENEFITS	141,981.10	141,981.10	2,004,625.00	1,862,643.90	7.1
TOTAL FUND EXPENDITURES	141,981.10	141,981.10	2,004,625.00	1,862,643.90	7.1
NET REVENUE OVER EXPENDITURES	2,877,024.62	2,877,024.62	(3,507,280.91)	(6,384,305.53)	82.0

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	.00	.00	80,580.00	80,580.00	.0
FEDERAL SOURCES	242,355.53	242,355.53	310,378.00	68,022.47	78.1
CHARGES FOR SERVICES	42,551.00	42,551.00	8,000.00	(34,551.00)	531.9
MISC REVENUE	50.00	50.00	.00	(50.00)	.0
TOTAL FUND REVENUES	284,956.53	284,956.53	398,958.00	114,001.47	71.4
<u>EXPENDITURES</u>					
TRANSIT SYSTEM EXPENDITURES	340,138.57	340,138.57	481,600.00	141,461.43	70.6
TOTAL FUND EXPENDITURES	340,138.57	340,138.57	481,600.00	141,461.43	70.6
NET REVENUE OVER EXPENDITURES	2,821,842.58	2,821,842.58	(3,589,922.91)	(6,411,765.49)	78.6

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
CHARGES FOR SERVICES	574,779.31	574,779.31	.00	(574,779.31)	.0
TOTAL FUND REVENUES	574,779.31	574,779.31	.00	(574,779.31)	.0
<u>EXPENDITURES</u>					
VEHICLE & EQUIP MAINT	709,881.20	709,881.20	927,353.00	217,471.80	76.6
TOTAL FUND EXPENDITURES	709,881.20	709,881.20	927,353.00	217,471.80	76.6
NET REVENUE OVER EXPENDITURES	2,686,740.69	2,686,740.69	(4,517,275.91)	(7,204,016.60)	59.5
NET REVENUE OVER EXPENDITURES	2,686,740.69	2,686,740.69	(4,517,275.91)	(7,204,016.60)	59.5

CITY OF BETHEL
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2019

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
TRANSFERS	.00	.00	(19,778.00)	(19,778.00)	.0
MISCELLANEOUS	10,090.51	10,090.51	28,254.00	18,163.49	35.7
TOTAL FUND REVENUES	10,090.51	10,090.51	8,476.00	(1,614.51)	119.1
NET REVENUE OVER EXPENDITURES	2,696,831.20	2,696,831.20	(4,508,799.91)	(7,205,631.11)	59.8

MEMORANDUM

DATE: July 2, 2019

TO: William F. Howell, III, Acting City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – July 9, 2019 Bethel City Council Meeting



STOP School Violence Grant Response Submitted

The COPS office of the Bureau of Justice sent the City an email requesting verification of the 2017-18 school year violence statistics submitted with the grant application for School Violence Prevention Program funds. After pulling LKSD pupil suspension records and accessing the Powerschool database, the City reduced its high school violence numbers to:

Physical attacks/fights	11
Possession of firearms/explosives	0
Illegal drugs	12
Theft over \$10 in value	8
Vandalism	3
Knives	0

The number of each incident type had to be reported to law enforcement. Statistics pulled from the Bethel Police Department showed markedly lower numbers. A meeting between LKSD and the City resulted in a pledge by LKSD to greater attention by LKSD in the future to report all criminal offenses to law enforcement, including possession of any knife.

Grant Projects

Lift Station Controls Improvement Project

The City's engineer firm, DOWL, completed the bid process and prepared the construction contract with TechPro to build and install the five lift station electric panels and rebuild one lift station. City Council approved the contract. As soon as the Village Safe Water Program review and approves the contract, the City will sign it and the work will begin.

The City Manager signed a scope of work document with DOWL so that DOWL can perform contract management services for the project.

Dredging Project

City sludge samples from the excavated pile were sent to a laboratory and analyzed. Engineer firm CH2M is using the results to make a case with DEC that the City be

allowed to use the sludge as landfill cover. After this effort, the City will close its two remaining dredging grants with Village Safe Water.

Transit System Funds Intact

The FY 2020 State Budget contains no transit match funds for communities or Alaska Mental Health Trust Authority funds for transit. The State Transit Office has sufficient funds to cover the FY 20 grant applications submitted, but what will happen next year is unknown. The federal transit funding, known as Section 5311, is still intact. Meanwhile, the City is experiencing all-time high ridership due to ONC's increased purchase of monthly senior passes.

City of Bethel Grant Summary Fiscal Year 2020					
Preparing					
Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
Rasmuson Foundation	Tier 1 Grant	Feasibility Study to construct a gym to YK Fitness Center	Public Works	July 2020	\$25,000 0
Bethel Community Services Foundation	Community Grant	Feasibility Study to construct a gym to YK Fitness Center	Public Works	July 2020	\$15,000 0
AK Dept. of Transportation & Public Facilities	STIP – Statewide Transportation Improvement Program	Transportation improvements in Bethel (e.g., roads/trails)	Public Works	9/15/19	\$1,075,021 \$175,004
United States Dept. of Agriculture-Rural Development	Water and wastewater grant/loan program	Piped water and sewer system in The Avenues subdivision	Public Works	Target 1/31/19	\$13,321,000 \$306,000
Submitted in Fiscal Year 2020 Most recent first					
Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
Approved in Fiscal Year 2020 Most recent first					
Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
Not Approved in Fiscal Year 2019 Most recent first					
Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907-543-2047

TO: City Manager
FROM: Human Resources
SUBJECT: June Managers report

DATE: 1 July 2019

Position	Number of Vacancies	Number of New Applications	Number Hired During Period	Number of Vacancies Remaining	Applicants in Review
City Manager	1	0	0	1	0
Driver Hauled	4	0	0	4	0
Bldg Maint Wkr	1	0	0	1	0
Util Maint Wkr	1	1	0	1	0
Water Fac Coord	1	1	0	1	1
Water Foreman	1	0	0	1	0
V&E Foreman	1	1	0	1	1
Mech-II	1	0	0	1	0
Fire Fighter	1	2	0	1	1
TOTALS	12	5	0	12	3

Applications and Hiring:

Council approved action to proceed with hiring procedures to announce the vacant City Manager position. Recruitment agency will conduct a site visit 8-9 July 2019

HR received a total of 7 **Applications** in June

From those 7 Applicants:

1 General Ledger Accountant was hired.

2 Accounting Specialist were hired
1 Police officer was hired
2 Community Service Patrol Officers were hired

We currently have 9 job positions with a total of 12 openings, with 5 applications under review as follows:

City Manager: Awaiting initiation by recruitment agency.

Driver Hauled Utility (4 positions): Currently announced.

Utility Maint Wkr: Announced.

Building Maint Wkr: Announced.

Water Facility Coordinator: Announced.

Water Utilities Foreman: Announced.

V&E Foreman: Announced.

Mechanic-II: Announced.

Police Officer III: One hired, one failed background process.

1 firefighter position: Announced

BEACON Programs:

2 Post-Accident BEACON test were conducted.

Reports of Injury:

There were no reports of injury

Administrative Actions:

Beginning suspense tracking on July/August performance evaluations.

Multiple routine PAR actions were executed.

Multiple yearly performance evaluations were submitted and processed.

Employee related announcements:

Premiera Blue Cross Open Season Enrollment opened during the latter part of June and has now closed. There were no new enrollee's and only one employee initiated change.

Training, Conferences and Seminars:

None currently scheduled

James P. Harris
Human Resources Manager

Memorandum

Date: July 1, 2019

To: Bill Howell, Acting City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



June 2019 Current Events

- **Lift Station Control Improvements ITB:**

A solicitation for bids on improving the controls for the City's lift stations concluded in June. The legwork on this particular RFB was being handled by Dowl. They wrote up the solicitation, came up with the scoring matrix, and vetted the winning bidder. I've passed on the relevant documents to the acting city manager to be placed on the agenda for the final council meeting of June 2019 for approval.

- **Approved Electricians List RFP:**

We were able to get all contracts signed regarding the electric companies that submitted proposals to be on the City's approved electrician list. There had been a small delay when the winning scorer was unable to produce various documents required for finalization of the contract, but this was eventually remedied.

- **Procurement Academy:**

During a week of June, I attended a procurement academy training on request from the acting city manager. In this way, I will have had official training which will help me continue to temporarily perform the duties of purchasing agent until such a time that I am relieved of those responsibilities.

- **E911 Phase II Testing:**

We are nearing the time when Phase II of the E911 project will be implemented. I have done a little work in collaboration with both West and ProComm to assist them in some hardware testing in preparation for the live implementation.

- **Business-As-Usual:**

Beyond the above-mentioned items, the month has been spent fixing or helping with run-of-the-mill trouble tickets such as email issues, printing/scanning, Caselle access, cellphone replacement, missing network drives, login problems, etc.

Future Plans

- **FY20 Projects:**

With the budget process completed, I have started to move forward on some of the projects I was approved on for FY20. I have already put in an order for all of my new computer equipment

Memorandum

Date: July 1, 2019

To: Bill Howell, Acting City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



that will be distributed across the departments and hope to finalized the paperwork on it as soon as legal has a chance to look it over. I will be going through a similar process on a new copier for the Finance department. I have also requested to proceed with the firewall swap project as proposed by Arctic IT.

PLANNING DEPARTMENT



Monthly Manager's Report June 2019

To: Acting City Manager Bill Howell
From: Admin Assistant, Pauline Boratko

The Planning Department is officially in the summer months of development. We have approved 33 site plan permits, and total of 12 for the month of June. The approved 12 site plan permits consisted of installing fencing, construction of a duplex, infill for maintenance and repair, infill for building a new sand pad, construction of fish smoking housing/fish drying racks, a single family dwelling home addition, the construction of decks, and the construction of a greenhouse barn. I am currently reviewing 4 site plan permit applications that are yet to be approved with in the matter of days.

We also have received two Conditional Use Permit Applications. On June 25, 2019, applicant Thae Ho Jeoun and Chu Sung Kim, operating as The Green Store, located at 658 Ptarmigan Street. Then on June 27, 2019 we received a second application for a Conditional Use Permit from applicant Essenkay, LLC, operating as Kusko Kush, located at 781 3rd Avenue.

I am currently working closely with the Acting City Manager, Bill Howell. I have met with him for meetings on several occasions these past few weeks. We have discussed the new site plan permit application system. I have made a check list cover letter, and I will get his signature for final approval on the application process.

There was a planning commission meeting on June 13th. During that meeting the Conditional Use Permit application for Alcohol operating as the Alaska Commercial Company has been approved by the commission, Resolution 2019-07. The next scheduled meeting is on July 11, 2019 6:30pm at the City Hall Council Chambers.

In the current absence of a Planning Director, I will continue my work with the public by keeping the Planning Office open and running during normal business hours. I also keep a log of daily tasks of what I do and complete though out the day, and keep on my work as it comes. Hope all enjoyed the 4th of July Celebration.

CITY OF BETHEL
POLICE DEPARTMENT



June, 2019 Monthly Report

Personnel:

A new officer started on 6/24 and is currently on FTO. One of our current CSP's will attend the Academy starting in July. His CSP position has been filled. We had to let one of the CSP's go this month and have filled his position. We had one dispatcher resign this month and have an interview with a dispatch candidate this week. We currently have one patrol position open and one investigator position open. The Chief of Police resigned effective 6/28, so the city is currently recruiting for a Chief of Police.

All administrative and CSO positions remain fully staffed.

Operations:

There were approximately 1,499 calls for service the month of June, a drop of nearly 80 cases from April and up approximately 209 cases from the same period in 2018. The number of calls requiring investigative reports was at 145, up 50 from May and up 57 from 2018. There were 354 intoxicated pedestrian calls compared to 196 for the same period last year. The number of domestic violence arrests was 52 this month compared to 21 for the same period in 2018 and 32 in May. There were 15 DUI arrests compared to 10 for the same period last year and 4 arrest in May. There were 3 death investigations in June, compared to none for the same period last year.

Animal Control:

There were 34 animal control calls for service for the month with no reported dog bites.



William Arnold, Public Works Director
1155 Ridgecrest Drive
PO Box 1388 Bethel, AK 99559
P: (907) 543-3110
F: (907) 543-2046
warnold@cityofbethel.net

MEMORANDUM

DATE: 07.01.2019
TO: Bill Howell, Acting City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department

Programs/Divisions

Public Works Director:

Hauled Utilities:

The Hauled Utility Dept. has been pleased with the new sewer trucks which save a lot of time on the services as well as maintenance.

We had shortage of tires, we had to take the old tires from the Sterlings and place new studded tires on them since we have no spare tires that can go on the Sterlings. Now, the Sterlings are for auction and we'll need to get the new studded tires off the Sterlings.

We are getting by with the water trucks, right now, but running slow with a few trucks that are pumping at a slower rate than regular with the new pumps that have been installed. One of the water trucks is stuck with the studded tires until we get repairs or get more tires for all the service trucks.

Other than a few minor problems with the service trucks, we have had a great start with the amount of work the drivers do for the company as well as teamwork.

Our new drivers are pretty much caught up with the routine and are greatly appreciated with their services in the community.

Utility Maintenance:

- Lagoon discharge operations began discharge on 5/27/19.to 6/17/19 Sampling program to begin as per DEC permit requirements.
- 14 alarms on residential lift stations were responded to. Multiple issues with grinder pumps, heat trace, and float systems.
- Monthly meter reading and service connections were completed
- Main Lift Station pump work –Pump #1 is still in Anchorage for major repair. Pump and parts have arrived. Repairs expected to take 1-2 weeks. Lift Station is running on 2 pumps for now.
- Clean up and organization of shops.
- 14 residential lift station repairs
- Cutting in new clean out on sewer line to help with line flushing
- Line flushing and leveling activities on low-flow and plugged sewer lines. Non-compliance reports were filled out per DEC requirements.
- Daily safety meetings.

- All 3 Utility Maint. Trucks are having issues that require repairs. Several of these are major safety issues. Continue to work with V&E to repair them, but some issues are arising due to 2 of the vehicles are more than 10 years old.

Property Maintenance:

ALL Buildings: Annual inspection of fire alarm, fire suppression/sprinkler systems completed.

ALL Buildings: Annual fire extinguisher inspections conducted. Inventory of sprinklers due for replacement completed. Replacement extinguishers are being ordered.

- PW Building
 - New Boilers #1 and #2 installed but not operational yet. Awaiting temporary use pumps for project. Pumps on order. Used/waste oil burners are sole source of heat for the building.
 - Glycol system drained down, repairs to leaking unit heater lines throughout the building in progress.
 - New day tank fuel system installed and waiting for pump installation. Pumps on order.
 - Hot water system removed, new hot water storage vessel installed. System is awaiting temporary pumps. Pumps on order. PW building will not have hot water until the boiler project is complete.
 - Fire sprinkling system back in operation. Dry line system has been charged with water. Essentially dry system is flooded and acting as a wet system until decisions can be made about what will be done to the PW building system in entirety. Constant Fire watch in place. Quotation to completely repair sprinkler alarm system requested.
 - South Bay roll up door serviced by Pioneer Door. Door failed to operate.
 - Preparations for installing handicapped, wheel chairs accessible ramp in progress.
 - Welds at South side door floor are showing signs of stress ad welds are breaking.
- City Hall
 - Project to replace front handicap ramp and rear entry stairs in progress. Materials bid sent out. Received all quotes. Materials have been ordered from SBS and will arrive by barge this summer.
 - AirCon in conference room area repaired temporarily.
 - Aircon and water leak in IT Director office repaired.
 - Quotation for carpet cleaning of chambers space received and provided to Lori.
- Court House
 - All Air filters removed and replaced with new. Summer schedule for this activity now active.
 - Report of areas where carpet was raising from sub flooring during carpet cleaning identified. Plan being discussed to temporarily repair until new carpeting can be coordinated.
 - **Dry Sprinkler System:**
 - Dry system is back in NORMAL operation minus ONE isolated sprinkler head located on the outside of the building to the left of the front main entrance. Project to have contractor complete repair from break Spring/Summer of 2019. Contractor is in communication with city building maintenance and scheduling a time for the work to be completed.
 - The dry system has a small leak in the system piping just above court room 4. Leak is temporarily fixed and holding. Static air pressure is remaining constant with additional help from the fire system air compressor. A plan is being developed to have the dry system evaluated for replacement and repair Spring/Summer 2019 by a contracted service. Pressures checked daily.
 - Fire systems contractor

- **Holding Cell Area Door:**
 - Door is complete and ready for install. Door removal and replacement will be coordinated with Alaska State Court System. The area where the door is a sensitive area as inmates are transferred through this area.
- **Water leak damage remediation survey:**
 - A plan for remediation/remodel had begun based on lab results. Priority areas have been identified.
 - Flooring quotes have been requested.
- Log Cabin
 - Water service has been isolated and building closed for use by the public.
 - Instructions to dismantle the newer portion of the building from the old are on standby.
 - Outhouses have been made wet, electrified and operational for the upcoming July 4th event.
- YKFC - Pool
 - Meeting completed with Pool management staff to determine cause of reported issues with the boiler system. The issues have primarily been pressure related and high temp limit related. Action plan to evaluate the system in its entirety for correct daily operation is in place.
 - Boiler #1 and #2 – Blown fuses for both boiler circulation pump controls failed.
 - Discussion of how property maintenance can better support the fitness center in process. Seems to be a disconnect between Fitness Center maintenance and support staff and the COB maintenance department staff.
- Police Department
 - Periodic low fuel level alarm activation for the emergency power generator. The issue has been isolated to a set of terminals outside the building that get wet and short causing a false alarm. The alarm will short and activate when the weather is rainy and windy.
 - This has been addressed multiple times including with the original installer but continues to occur.
 - Aircon reported as NOT operational in dispatch areas. Troubleshooting issue.
- Fire Department
 - 70% of Materials for BFD handicap entrance have been ordered.
- Billy's Water plant
 - Electricians identified discrepancy with water level indication system. Expect quotation to identify repair options.
- Sean's Water Plant
 - Boilers monitored daily as they are the main source of heat for the City sub water utility lines.
- Teen Center
 - Boilers are monitored daily as they are a "Boost" of temperatures supporting the heat loop that runs through the City Sub water utility lines.
 - 2 Toilet issues reported, toilet issue repaired.

Parks and Recreation:

- Parks and Recreation in General
 - 1 of 2 summer hire employees on board. 2nd employee to start end of May or early June.
 - Daily rounds of the parks has begun.
 - Identified problems and needs for repairs will be prioritized accordingly
 - Daily rounds of boardwalks has begun.
 - Identified areas for level and board replacement are being prioritized.
 - All Hands Maint/Parks Rec crew 2 hour mandatory Clean Up, Green Up Activities conducted on May 24th Entire Pinky Park areas.

As spring quickly approaches a list of projects for the summer are being developed within the department along with projected timelines.

- Projects so far, more to be considered.
 - Owl Park (projected dates May 27th thru June 7th)
 - Install of new playground equipment and play ground material
 - Equipment for new playground has arrived on first barge
 - Installation crew expected to be in Bethel last week of May
 - All play parks
 - General maintenance and grounds upkeep
 - Trashcan repair/replacement
 - Ground cover/chips upkeep
 - Equipment repair and maintenance
 - Pinky's Park
 - Potential Softball field refurbish/re-sod/re-seed in discussion
 - Potential dugout repairs, repaint
 - Bleacher maintenance
 - Soccer Sports Field
 - Completed - Temporary fencing to prevent field traffic
 - Completed - Hydro Seed and ground aerating completed
 - Completed – Bleachers built and ready to be moved to location for install
 - Completed – Paint concrete blocks separating field from parking
 - Completed – Portable bathrooms built and ready to be moved to location for install.
 - Completed – Bike rack ready to be moved to location and installed
 - TBD - Maintenance contract options for field with Codman Services
 - TBD - Build and place information bulletin stand at location
 - TBD – Funding for permanent fencing
 - TBD – Paint/Chalk field play surface
 - Airport Cemetery
 - Requested quotation for additional fencing
 - RFP initiated for hydro seeding proposals
 - TBD - Installing additional fencing
 - TBD - Hydro seeding expanded sections
 - Boardwalks
 - Completed - Trial Lighting pole ordered
 - Completed – Trial Solar Lighting fixture ordered
 - TBD – Install the trial solar lighting
 - General maintenance and upkeep

- Vegetation trim back
- Way finding signage
- Location marking signage project.
- Leveling boardwalk
- Board replacement as needed
- Trash can replacement as needed
- Benches and sitting areas repairs

Road Maintenance:

Streets and Roads did lay down calcium on Ptarmigan Street, BIA Road, and Kasayuli Road in June. Due to no rain, those roads were starting to get dusty from all the traffic, so by laying down calcium, it would help to keep the dust down.

Streets and Roads built up the end of Mission Lake Road with road sand and capped it off with gravel due to the road sinking there. By building and widening this road, it makes it safer for the water and sewer trucks to service those houses.

Streets and Roads tore down the bow jangles building with the 324E cat excavator and hauled it away with the new side dump to the landfill. It was a lot easier and quicker to load and to dump, due to the oversize wood.

Streets and Roads did start to use the side dump to haul cover from the city sand pit to the landfill.

Streets and Roads did finish up on digging up the asphalt on Ptarmigan Street between the intersection of Akakeek and Delapp Street. We started last month, but Knik also started on Ridgecrest a day later, so we had to put it on hold until June to finish it. So, now, the road on Ptarmigan, between Akakeek and Delapp is smoother now that the bad asphalt was tore up and hauled away. After that was, done, we hauled in gravel and graded it, to make Ptarmigan street smoother.

Vehicles and Equipment:

June has seen a change in Foreman, Ray Wesebaum has separated from the City and Clyde Erickson is the acting. One mechanic has quit, with another on 1 month of PTO, which leaves us with myself and Robert. Please understand that your small items may very well be deferred if they do not cause an immediate safety risk or major malfunction. Despite the personnel issues, the shop is running very well and items are being fixed in a timely manner. Due to the replacement of the Sewer truck fleet, our work load has been reduced to a nearly manageable amount. We are expecting 1 more sewer truck on the barge that arrives around July 4th, and we are currently working to get 1 or 2 water trucks by the end of barge season. There are multiple major projects including Engine Swap from Sewer truck to Water truck, Marooka (Parts from Japan, we hope to see this equipment replaced ASAP), and Squirt Boom. Fire Department and Police have been utilizing Josh Howell for some mechanical help, which has been very helpful in this time of personnel shortage. I do ask that before he is approached that the department contacts me to see if it is something we could get done quickly, instead of going directly to him.

Transit System:

I was on leave the first three weeks of the month and while I was gone, Brenda George was doing the daily paper work and making sure the bus was ready to go. Sally Evans was the full time driver and James Rodgers was the part time driver. In the past during the summer month's ridership was usually down a little because people are on vacation, traveling, at fish camp etc. However with ONC's purchase of senior (53) and caregivers (23) monthly passes the ridership has stayed about the same. In June, our ridership was 2200+ and revenue was \$5300+. For FY 20 if ONC continues to purchase the passes our revenue will double from last year.

Currently the Bethel Transit System has 4 buses, three, 436, 437 and 438, were purchase in 2007 and 2008, and bus 439 was purchased in October of 2014. Bus 436 is down and has been down for several years with a bad motor, Bus 437 is down with damage to the passenger side door and frame and may be too costly to fix. Bus 438 is our smaller bus, can only carry eight passengers, and has about 135,000+ miles. Bus 439 is our “newer” bus and has 152,000+ miles on it. Bethel roads and weather conditions plays a large role in the life expectance of the buses. Buses 436 and 437 are no longer usable, buses 438 and 439 will be lucky to last the FY 20. We current have a new bus coming, hopefully, on the last barge this summer and another new bus has been approved on the FY 20 State / Federal transportation grant. We should get it next summer. If we do buses, 438 and 439 will be used as back up buses.

Our current part time driver will be leaving us on June 29 and we will be hiring a new replacement starting Monday July 1, 2019. There should be little or no impact on the bus schedule. Our full time driver will be on jury duty and when she is on the jury, I will be driving in her place.

DOT Billing Summaries for FY 19, July through April, have been submitted, approved and paid. I am currently working on the May Billing Summaries and hopefully will be able to get them submitted by the end of next week. We have until August 31 to submit all our Billing Summaries.

Landfill / Recycle Center:

The landfill has hired two temporary workers; they will only work for a couple of months, mainly picking up bulk items and cleaning up around dumpsters and doing odd jobs around the landfill. This has been a real help, because it relieves my regular people from doing these sort of jobs while there is more important skilled jobs to do.

Streets and Roads, as always, have played a big part in the overall work around the landfill on a monthly basis, they haul a lot of sand that we use for roadwork and cover material. Since we have been covering the dumpster trash every day, it takes much time to get the sand and get it to where it needs to go and cover the trash. In addition, when we are done with an area, we need to completely cover that area as well. So sometimes, I think more sand comes in here than the amount of trash that arrives daily.

It has been a busy year so far and I do not see any light at the end of the tunnel until the snow flies. At that time, the pace just slows down, but there is still much to do. My spirits were lifted knowing we have the side dump, and knowing we will be getting the equipment the landfill has needed for a longtime. That would be the dump truck, wheel loader and new dump track dozer. Thank you all, those things have been desperately needed for a long time.

Water Plant Operations:

For the month for June BHWTP is in Summer Mode, We will continue to keep daily chlorine and fluoride records to compile monitoring logs reported monthly to ADEC for BHWTP & CSWTP. We filed our DMR report for the sewage lagoon discharges and monthly coliform sampling and report. We will continue our monthly routine sampling and lube log reporting to OEH for BHWTP & CSWTP. We will continue a daily safety meeting.

Institutional Corridor Update:

- No new information to report
- Line construction has been completed.
- DEC has issued a letter (11/20/18) with Interim Approval to Operate the line. This is valid until February 22, 2019. Request for final approval must be submitted prior to expiration.

- U.S. Fish & Wildlife was the first customer to apply for and receive services following the receipt of approval to operate.
- To date (2/28/19) only 5 service connections have been turned on. U.S. Fish & Wildlife, Bethel Youth Facility, Correctional Facility and YKHC (hospital and housing units).
- Still waiting on other customers to complete work and apply for services soon.
- Issues with circulation pumps and high demand pump alarms and tripping has been resolved. Valve was left partially closed during commissioning
- Fire hydrant static and flow testing was performed to accommodate requests from multiple customers working on sprinkler designs in their buildings.

Staffing Issues/Concerns/Training:

Streets and Roads Daily Dialog

6/3/19

Took the 950G loader out to the city sand pit to load dump trucks.

Hauled to Mission Lake Road with two dump trucks.

Haul landfill cover with dump truck to landfill.

We push the loads that was to the end of Mission Lake Road with 450 John Deere dozer.

Graded up Mission Lake Road, Ptarmigan Road and Akakeek Street with the 160M grader.

6/4/19

Took the 950G loader out to the city sand pit to load dump trucks.

Grader was out grading City Sand Pit Road, BIA, and H-marker Lake.

The road water truck was out to water the roads that the grader graded including City Sand Pit Road, BIA Road, and H-marker Lake.

The dump truck was hauling to the landfill cover from the city sand pit.

6/5/19

Took the 950G loader to the city sand pit to load dump trucks.

Used two dump trucks to haul cover to the landfill from the city sand pit.

Hauled a 40-foot van of wood chips from the port shop to Owl Park.

Grader was out for 7 hours grading throughout Bethel roads starting with Ptarmigan Road, City Sub., and Akakeek Street.

6/6/19

Took the 950G loader out to the city sand pit to load dump trucks.

The dump truck hauled salt sand from city sand pit to salt sand pile at the city shop.

Fixed the D-8 cat with new alternator fan belts.

Water roads with road water truck throughout Bethel.

Grader was also out grading roads for 7 hours.

6/7/19

Took the 950G loader out to the city sand pit to load dump trucks.

Hauled salt sand to the city shop from city sand pit with two dump trucks.

Push sand at the city sand pit with D-8 cat.

6/10/19

Took the 950G loader out to the city sand pit to load dump trucks.

Hauled salt sand to city shop from city sand pit with two dump trucks.

The road watering truck was out watering roads for 9 hours

The D-8 cat was out for 6 hours pushing up sand at the city sand pit.

6/11/19

Took the 950G loader out to the city sand pit to load dump trucks.
Haul landfill cover from city sand pit to the landfill with dump truck.
Water roads for the grader and water roads throughout Bethel 10 hours.
Graded Ptarmigan Street, BIA Road, and Akiachak Avenue with the grader.
Push with the D-8 cat at the city sand pit for 6.5 hours.

6/12/19

Took the 950G out to the city sand pit to load dump trucks.
Hauled cover to the landfill from city sand pit.
Stacked the salt sand from the salt sand pit on north side of city shop with the 324E cat excavator.
Graded City Subdivision with grader.
The road water truck was out watering roads for 9 hours.
Pushed up sand with the D-8 cat for 7 hours at the city sand pit.

6/13/19

Took the 950G back out to the city sand pit to load dump trucks.
Hauled to the salt sand pit from the city sand pit with one dump truck.
We used the road sander truck to calcium chloride Ptarmigan Street, and Standard Oil Road.
The grader dispersed and graded the calcium onto Ptarmigan Street, and Standard Oil Road.
The road water truck was out watering roads for 9 hours.

6/14/19

Took the 950G loader out to the city sand pit to load dump trucks.
Two dump trucks hauled to the salt sand pit from the city sand pit.
We used the road sander truck to disperse calcium BIA Road, and Noel Polty Blvd.
The grader spread and graded the calcium on BIA Road and Noel Polty Blvd.
Water the roads where we placed Calcium and the roads throughout Bethel with the water truck.

PORT OF BETHEL

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



TO: Bill Howell, Acting City Manager
FROM: Allen Wold, Port Director
SUBJECT: June 2019 Managers Report

- **Small Boat Harbor**
 - Cleaning around the harbor using Loader and the Dump truck.
 - Selling permits.
 - Graded and put calcium down on the roads.
 - Cutting grass and cutting trees.
 - Got a new chip reader for credit cards. Stopped collecting cash. Check or credit from now on.
- **City Dock/Beach 1/Petro Port**
 - Customers are in and out of the Dock.
 - All tugs and barges are out of storage on Beach 1.
 - 2 mainline barges (AK logistics and AML) 3,485,397 total LBS
 - Graded and put calcium on the Dock.
 - Pioneer door fixed warehouse garage doors.
 - 4 Fuel barges (2.9 million gallons)
- **Port Office**
 - Property Maintenance checking on building daily.
 - Selling permits.
 - Setting up cameras.
- **Admin**
 - Monthly Storage billing for customers,
 - Hired all the Port Attendants and a temp City Dock Attendant.
 - We are looking for a full time City Dock attendant.
 - FY 20 Budget meetings.
- **Seawall**
 - Consistent clean up.
 - Put more Life rings up and made rescue poles for the seawall.
 - Port Attendants checking on lower access daily to make sure life rings and rescue poles are still in place.
 - Cutting grass and trees along seawall and embankment.
- **Misc./Vehicles**
 - Safety checks along the seawall.
 - Safety Meetings.
 - V&E working on our trucks and equipment. (Tele-handler and Dust control truck)

TO: Bill Howell
FROM: Christine Blake, Finance Director
SUBJECT: April 2019 Managers Report

1. Status of the FY18 Audit- The report is under final review by the auditors and I expect the report to be issued in the next couple of weeks.
2. FY20 Budget – Final version will be ready for publishing tomorrow (7/3/19)
3. I have been reviewing and working on changes to tighten internal controls related to billing, cash receipting, and payroll. The goal is to minimize the risk of errors, improve accountability, and to safeguard money that is in our custody.
4. FY19 Audit fieldwork is (already!) scheduled for November. We will soon begin working on FY19 year-end journal entries in preparation for the audit and will address the FY18 audit findings.
5. We lost three employees in the past month or so and have already hired replacements, so we are fully staffed.



CITY OF BETHEL
Fire Department

Daron Solesbee, Acting Fire Chief
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: July 3, 2019

TO: Bill Howell, Acting City Manager

FROM: Daron Solesbee, Acting Fire Chief

SUBJECT: Management Report, June 2019

Current Events

- Department leaders are working towards obtaining a joint purchasing contract for the Medic-5 Remount Project. Once this is finalized, the City will enter into a contract with the vendor.
- Bethel Firefighters attended and observed the Fire Pump test at the YKHC Paul John Clinic building. The system performed adequately. Department members are in the process of working with YKHC in verifying fire protection equipment and features are present on the 1st and 3rd floors, which will assist YKHC in obtaining a beneficial occupancy permit from the State of Alaska for the use of those floors.
- We are working with representatives of the Lower Kuskokwim School District to upgrade fire protection systems including a new water storage tank, address signage, hydrant plans, and fire access roads.
- An auction list is being compiled for the sale of the Department's obsolete fire apparatus and equipment.
- Fire and Police Department personnel investigated a vehicle fire on 06/13/19 at Crow's Pit. The investigation led to the arrest of several juveniles who admitted to vehicle theft, arson, and criminal mischief.

Community Planning/Preparedness

- The Department is working with the Administration to update the City of Bethel Emergency Operations Plan.
- The Department is assisting administration with the cleanup and disposal of a release of Muriatic Acid inside a storage container at the pool. The storage container was secured by BFD personnel with a Knox padlock until City personnel can perform clean-up operations under the oversight of EMI-Alaska. Captain Solesbee is formulating a plan and quote with EMI-Alaska.
- Bethel Fire Department has been selected as a test site for the new Medicaid supplemental reimbursement program (GEMT). Being part of this pilot will allow Bethel to shape the program to meet Bethel's needs. GEMT legislation (HB 176) was signed into law in June of this year. This law allows municipal ambulance services to receive reimbursement of 50% or more of the uncompensated cost (UCC) of providing ambulance service.

Bethel's ambulance service costs the City around \$1500 per transport. The City receives about \$400 from Medicaid per transport. The City would be able to receive reimbursement for at least half of the UCC, \$1100. Current estimates suggest as much as 150K-200K in revenue from this program. These funds must be used for EMS purposes. The Department is waiting for further information on steps needed to participate

Training

- On 06/04/19 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed care and practiced assessing and treating patients experiencing respiratory emergencies.
- On 06/13/19 at 7:00 p.m., a Fire Meeting was held at the fire station. Responders practiced several water supply drills, with a focus on fire pump operations.
- On 06/18/19 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed and practiced cardiopulmonary resuscitation for patients in cardiac arrest.
- On 06/27/19 at 7:00 p.m., the Fire Meeting was held at the fire station. Responders reviewed fire pump hydraulic calculations.
- All five Firefighter-I candidates have completed the course. Four passed their State of Alaska written exams and all five passed their practical skills exams. One candidate will complete their Hazardous Materials Operations written re-test on Friday, July 5, 2019.
- The Firefighter-II course has been postponed due to low participation.

- EMI-Alaska, Inc. instructed a 16-hour HAZWOPER course to complete the 40-hour HAZWOPER training for City of Bethel personnel on April 10-11, 2019. There is a 3-day OJT requirement for each person to complete in order to receive their 40-hr HAZWOPER certificate. The department contacted EMI-Alaska, Inc. and has requested them to assist and provide oversight to the City of Bethel in the clean-up of the hazardous materials site next to the Bethel Pool. This will meet the 3-day requirement.
- The department conducted an EMT-2 course from May 26 – June 1. All but two students passed their initial exams. Those who did not pass are eligible to retake the exams at YKHC on Saturday, July 20, 2019.

Responses

- Between 04/30/19 and 05/31/19, the Bethel Fire Department responded to 112 EMS and 17 Fire incidents.
- On 06/02/19 at 9:54 p.m. Medics responded to the YKHC Elder's Home for the report of a person who was injured. The patient was assessed and transported to the hospital.
- On 06/11/19 at 1:41 a.m. Firefighters responded to 576 6th ave for the report of fuel leaking out of a tank. Firefighters observed fuel spraying out of a fitting in front of the fuel water separator. Firefighters turned off the valve behind the fuel water separator, and placed absorbent pads to help absorb some of the fuel. The cause of the spill is still undetermined.
- On 06/11/19 at 2:32 p.m. Firefighters responded to 372 Jacobs way for the report of a dumpster fire. Firefighters observed smoke and flames coming out of the top of the dumpster. Firefighters suppressed the fire with the CAF system. The cause of the fire was determined as accidental.
- On 06/13/19 at 4:55 p.m. Firefighters responded behind the new YK building for the report of lightning strike causing black smoke. Firefighters observed no smoke or flames. Firefighters investigated the area found nothing. Firefighters went back into service.
- On 06/17/2019 at 04:14 p.m. medics responded to first national bank for report of a person that has been sexually assaulted. The patient was assessed and transported to the hospital.
- On 06/22/19 at 1:53 p.m., Firefighters responded to Quivik Subdivision for a house fire. On arrival, crew found smoke but the fire was out. Crew made entry and rescued a person that needed to go to the hospital. Crew made sure the fire was out. Fire is under investigation.

Budget/Financial

- The department is operating within budget.
- The proposed FY 2020 budget was submitted to and reviewed by City Council.

Grants

- The Department was awarded funding through the Volunteer Fire Assistance program for \$7,470, for three sets of firefighting turnouts. Due to Federal budget cuts to the VFA program, this award was cut in half. Only one set of structural firefighter turnout gear will be purchased with these funds.
- The Department applied for and passed the first round of approval for the Phase 18 Code Blue Grant for \$45,000 for the remount of Medic-5 to a new chassis. Funds have been awarded and will be reimbursed once expenditures are made.
- The Department was awarded \$7,500 in Code Blue grant funding for a new power stretcher for Medic-6. The YKHC EMS Department administers this grant and BVESA has committed matching funds. The stretcher is in service in the new ambulance. Invoices were submitted to BVESA and the grant will be closed out soon.

Staffing/Recruitment

- The Department has one open Firefighter/EMT position, which is being advertised on the State of Alaska ALEXS website and nation-wide on the IAFC's Daily Dispatch website. Three applications have been received to this date.
- The Department hired Shanna Mendenhall as our new Summer Firefighter Intern. So far, she has completed CPR, Medic First Aid, and some firefighter training. She is currently assisting staff members with completing summer projects.
- All employee evaluations are completed.

Vehicles & Equipment

- A bill of sale and title was provided to administration to dispose of E-28. Once signed the surplus fire vehicle will be property of the Native Village of Napaimute.
- The new ladder truck is receiving warranty repair for a problem with the nozzle nesting feature and repairs to the Compressed Air Foam System (CAFS) compressor. We are outfitting the new ladder truck with firefighting and rescue equipment.
- We have received the parts for the Class A Foam system for Engine-4 and firefighters will install them soon.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	<i>(Backup ambulance) In service, Airbags repaired.</i>
Medic 5	Ambulance	2003	In service. Electrical issues troubleshot and repaired. Will be sent to Braun Northwest soon for remount onto a new Dodge Ram 4500 4x4 chassis.
Medic 6	Ambulance	2017	<i>(Frontline Ambulance) In service.</i>
Engine 4	Pumper	2013	<i>(Frontline pumper)</i> In service, Seat belt sensor silenced but still needing repair by V&E. DEF tank heater malfunction parts on order.
Engine 3	Pumper	1986	<i>Being outfitted as a tender and water supply unit. 3000 feet of LDH.</i> (Poor overall condition needs replacement) Generator mounting parts ordered for installation
Truck 1	Ladder Truck	2017	Outfitting, in service
Com 1	Pickup	2014	In service
Com 2	Pickup	2004	In service.
Tanker 1	Tanker (1500 gallon)	1980	Out of Service
Truck 1	Ladder Truck	1980	Out of Service

City of Bethel, Alaska

City Clerk's Office

Council Regular Meetings

July 9, Regular City Council Meeting

July 23, 2019 Regular City Council Meeting

Committee/Commission Vacancy List

Community Action Grant Technical Review Board - 2 Vacancies

Port Commission - 5 Vacancies

Finance Committee - 3 Vacancies

Planning Commission - 1 Vacancies

Public Safety and Transportation Commission - 4 Vacancies

Public Works - 3 Vacancies

Cemetery Records

From our annual mailing we are beginning to get some of our permits fully paid for.

Other Misc.

The Office spent a lot of time this week preparing for the initial phase of the City Manager Recruitment and prepared options for the Council to consider in the recruitment of a City Attorney.

Working with Administration to prepare budget modifications for July 23rd meeting.

Action Memo –City Attorney Recruitment Process.

Working on amendments to 2.05 and 2.06, Conflicts of Interest and Board of Ethics, anticipated presentation to the Council will be the end of July.

Going over the end of year budget summary to ensure appropriations are accurately placed within the City Clerk's/Council budget.

After receiving a complaint on the Senior Exemption Card process, the Office reviewed and identified some processing issues that need to be addressed. These concerns were sent to the City Attorney and Finance Director.

Working with the Public Works Department and DEC on a list of items not accepted at the City's landfill.

Preparing a Resolution for the Council's consideration to support the 2020 Census by creating a complete count committee. Donna Bach, Census Tribal Partnership Specialist, will be attending a council meeting to provide additional explanation on the 2020 Census.

Save the Date – Alaska Counts!

2020 Census Alaska Tribal Liaison Training

August 6th – Bethel, Alaska

Yukon Kuskokwim Tribal communities (56 tribes)

Hosted by AVCP Regional Housing Authority

Time: 9am-4:30pm

Location: 411 Ptarmigan Street

August 8th – Anchorage, Alaska

Aleutian, Kodiak, Southcentral, Bering Straits, Bristol Bay, Ahtna, Chugach, Northwest Arctic and Southeast Tribal communities (123 tribes)

Hosted by Southcentral Foundation

Time: 9am-4:30pm

Location: The Gathering, 4501 Diplomacy Drive, 1st floor in Mt. Ahklun building on the ANMC campus

August 9th – Fairbanks, Alaska

Interior & North Slope Tribal communities (50 tribes)

Hosted by Interior Native Complete Count Committee, Doyon Limited, Tanana Chiefs Conference, Fairbanks Native Association and the Fairbanks Center Trust

Time: 9am-4:30pm

Location: Fairbanks Pipeline Training Center, 3600 Cartwright Court off Van Horn Road

Questions?

If you have questions about this training, please email

Donna.E.Bach@2020census.gov

Tribal Partnership Specialist

or call 1-323-791-2381

This series of regional 2020 Census Tribal Liaison training strives to ensure 2020 Census information is available to Tribal governments for the count which begins in Alaska in January of 2020. Federally recognized tribes are encouraged to send their designated 2020 Census tribal liaisons and will be eligible for reimbursement for lodging and airfare to attend at the recommendation of their tribal government's leaders. There will be space available training seats for village or regional affiliate liaisons to accommodate additional representation from Alaska's tribal communities on an as needed basis.

Connect with us
@uscensusbureau

We are recruiting! Apply today at
[2020CENSUS.GOV/JOBS](https://2020census.gov/jobs)

Last rev 06/28/2019

**Shape
our future
START HERE >**

