

CITY OF BETHEL

City Council Meeting Agenda, September 10, 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. *8-27-2019 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. AM 19-54: Direct Administration To Negotiate And Execute A State And Local Fair Market Value Lease Agreement And Related On-Demand Subscription Services And On-Premise Software License Services Agreements With Pitney Bowes, Inc. To Lease A Folding And Envelope Stuffing Machine (Acting City Manager Howell)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 19-18: Amending Chapter 2.04 To Add A New Subsection Titled Elected Official Training, To The Bethel Municipal Code (Vice-Mayor Williams)
- 10.2. *Introduction Of Ordinance 19-19: Amending Chapter 2.50, City Officers Generally And Repealing And Replacing 2.60, Board Of Ethics In The Bethel Municipal Code (Council Member Albertson)
- 10.3. *Introduction Of Ordinance 19-20: Amending Chapter 4.04.090 Of The Bethel Municipal Code, Audit (Finance Committee)

Posted September 4, 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

- 10.4. *AM 19-57: Appointment Of Committee/Commission Member: Madelene Reichard-Public Safety And Transportation Commission (Mayor Watson)
- 10.5. AM 19-58: Direct Administration To Negotiate And Execute An Engineers Joint Contract Documents Committee (EJCDC) Contract With DOWL To Complete The Scope Of Work On The Avenues Water And Sewer Improvements Project, As Required By The USDA-Rural Development (Acting City Manager Howell)
- 10.6. *IM 19-09: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget From July 1, 2019 To August 31, 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

14. ADJOURNMENT

Posted September 4, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

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1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on August 27, 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 Leif Albertson Council Member Perry Barr Council Member Fritz Charles Council Member Mitchell Forbes Mayor Fred Watson Vice-Mayor Thor Williams
Members Absent:
Council Member Carole Jung-Jordan
Also in attendance were the following:
Acting City Manager Bill Howell, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

Janet Johnston, University of Alaska Professor- provided a summary of the Recover Alaska funded project which focused on the effects that alcohol sales and accessibility had on the community of Bethel by the evaluation of monthly call volumes provided by the City of Bethel first responders, Yukon Kuskokwim Health Corporation, and Search and Rescue. Will be presenting detailed information to the community at two meetings tomorrow.

Agnes Phillips- Born and raised in Bethel, spoke in favor of Ordinance 19-11 (d) due to crime that occurs in the area of the boardwalk.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve consent and regular agenda.

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Remove Resolution 19-11 from the consent agenda -Vice-Mayor Williams.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *8-13-2019 Regular Meeting Minutes

Passed on the consent agenda.

Item 6.2. - *8-19-2019 Special City Council Meeting Minutes

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Agendas And Draft Meeting Minutes Of Committees/Commissions

Finance Committee-

Considered a recommendation to amend an ordinance related to the audit presentation timeline.

Planning Commission-

The Commission will be considering at their next meeting a few Conditional Use Permit applications which were postponed at the last meeting.

Port Commission-

A meeting was not held due to a lack of a quorum.

Public Safety and Transportation Commission-

A quorum of the body was not established, a meeting was not held.

Parks Recreation Aquatic health and Safety Center-
A meeting has not been held since the last City Council Meeting.

Community Action Grant Technical Review Board-
A meeting will be held to evaluate the applications received during the current application period.

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Proclaiming September 8-14, 2019 As "National Suicide Prevention Week" In Bethel (Mayor Watson)

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Budget Ordinance 19-11(d): Amending The Adopted Annual FY 2020 Budget-Property Maintenance (Mayor Watson)

Mayor Watson opened the Public Hearing.

No one present to be heard.

Mayor Watson closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 19-11(d): Amending The Adopted Annual FY 2020 Budget-Property Maintenance.

Moved by:	Perry Barr
Seconded by:	Thor Williams
In favor:	Perry Barr, Fritz Charles, Fred Watson, Thor Williams
Opposed:	Leif Albertson, Mitchell Forbes
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Resolution 19-11: The Disposal Of City Fuel Tanks To Lower Kuskokwim School District (Acting City Manager Howell)

Vice-Mayor Williams declared a conflict of interest due to his seat on the Lower

Kuskokwim School District Board.

Mayor Watson agreed Vice-Mayor Watson does have a conflict of interest.

Council Member Perry Barr declared a possible conflict of interest due to his employment with the Lower Kuskokwim School District.

Mayor Watson ruled, Council Member Barr does not have a conflict of interest.

Main Motion: Adopt Resolution 19-11.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson
Opposed:	None
Results:	Motion Carries

Amend to strike \$6,000 and insert \$1.

Moved by:	Perry Barr
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Motion does not carry due to a lack of a second.

Item 10.2. - AM 19-53: Approve Alaska Pump & Supply, Inc. As The Sole Source Service Provider For All Pumps And Related Equipment Purchased From Alaska Pump & Supply, Inc. For Use In The City Of Bethel Sewer System (Acting City Manager Howell)

Main Motion: Approve AM 19-53.

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.3. - AM 19-54: Direct Administration To Negotiate And Execute A State And Local Fair Market Value Lease Agreement And Related On-Demand Subscription Services And On-Premise Software License Services Agreements With Pitney Bowes, Inc. To Lease A Folding And Envelope Stuffing Machine (Acting City Manager Howell)

Main Motion: Approve AM 19-54.

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes

Main Motion: Postponement.

Moved by:	Leif Albertson
Seconded by:	Thor Williams
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Motion to call the question.

Moved by:	Perry Barr
Seconded by:	Thor Williams
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.4. - AM 19-55: Approve The Sole Source Purchase Of Kenworth Brand Heavy Duty Trucks From Dealer Papé Kenworth Northwest, Inc. In Anchorage Or Similar Kenworth Dealer And Use Of All Kenworth Company Support Services (Acting City Manager Howell)

Main Motion: Approve AM 19-55.

Moved by:	Perry Barr
Seconded by:	Leif Albertson
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.5. - AM 19-56: Direct Administration To Investigate, And If Possible, Negotiate A Contract With Mr. Byungsun Park For Use Of The City's "Laundromat" Building And Bring It To Council For Approval Prior To December 15, 2019 (Acting City Manager Howell)

Main Motion: Approve AM 19-56.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams

Opposed: | None
Results: | Motion Carries

Item 10.6. - *Personal Leave- City Clerk- September 26th and 27th, 2019 (Mayor Watson)

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-
No comment.

Vice-Mayor Williams-
Encouraged people to stay safe during this moose hunting season. Please do not use substances and hunt.

Council Member Albertson-
Children's fun run this Saturday.

Council Member Forbes-
Thanked the members of the community that ran for City Council.

Council Member Barr-
We have a lot of children walking to school; the parents need to put reflective tape on their clothing.

Council Member Charles-
Hunting season is around the corner. Please be sure what you are shooting at is game.

Thanked the City Manager for getting back to him on the Dog Catcher position.
Brought up a concern about snow-machine crossings.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Thor Williams
Seconded by:	Mitchell Forbes
In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Meeting ended at 8:00 p.m.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk



City of Bethel Police Dept.

PO Box 809
Bethel, AK 99559
Office| 543-3781 Fax| 543-5086

PUBLIC NOTICE

REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Wednesday, September 4th, 2019 –6:30 p.m.
300 STATE HIGHWAY – CITY COUNCIL CHAMBERS
AGENDA

Members

Richard Garcia
Chair

Fritz Charles
Council Representative

Azara Mohammadi

Ex-Officio Members

Amy Davis
Acting Chief of Police

Daron Solsebee
Acting Fire Chief

Jesslyn McGowan
Recorder

"The Public Safety and Transportation Commission does not have enough people appointed to the body to hold their regular meeting. If you are interested in volunteering please go to the City's web-site www.cityofbethel.net to get more information.

Jesslyn McGowan

Jesslyn McGowan, Recorder

POSTED on August 29th, 2019

POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE DEPT.

Next Public Safety and Transportation Commission Meeting will be **October 2nd, 2019**

"Deep Sea Port and Transportation Center of the Kuskokwim"

PUBLIC NOTICE
REGULAR MEETING OF THE
Community Action Grant Technical Review Board
Tuesday, September 3, 2019, 7:00 p.m.
Council Chambers, 300 State Highway, Bethel, Alaska



AGENDA

Members

S. Grady Deaton, Chair
Leif Albertson, Council Rep.
& Vice-Chair
Jennifer Dobson
Louise Russell
Amber Jones
Lucinda Alexie

Ex-Officio

John Sargent

Recorder

John Sargent

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
 - A. June 12, 2019 Regular Meeting
- VI. NEW BUSINESS
 - A. Review and score applications and responses received (may include questions to applicants in attendance).
 - B. Review amount of CAG funding available.
 - C. Review/revise application, forms, & processes.
 - D. Update on previous award recipients, projects funded, final reports, CAG award agreements, and other follow-up issues.
- VII. COMMISSION MEMBER COMMENTS
- VIII. ADJOURNMENT

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

City of Bethel Action Memorandum

Action memorandum No.	AM 19-54		
Date action introduced:	August 27, 2019	Introduced by:	Bill Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a State and Local Fair Market Value Lease Agreement and related on-demand subscription services and on-premise software license services agreements with Pitney Bowes, Inc. to lease a folding and envelope stuffing machine.

Attachment(s): (1) State and Local Fair Market Value Lease Signature Pages, (2) State and Local Fair Market Value Lease Terms, (3) On-premise Software License and On-Demand Subscription Services Terms – U.S., and (4) On-Demand Subscription Services Agreement.

Amount of fiscal impact:		Account information:
\$5,940	FY 2020 Budget after line item	51-80-683
\$5,940	FY 2021 Budget	51-80-683
\$5,940	FY 2022 Budget	51-80-683
\$1,485	FY 2023 Budget	51-80-683

Summary Statement

The City of Bethel Finance Department needs a folding and envelope stuffing machine to prepare monthly water and sewer bills for bulk mailing, delinquent notices, business license renewal notices, and other large mailings. A folding and envelope stuffing machine would be used by other departments for bulk mailing of public notices (e.g., notice of lead and copper in drinking water), public education literature, and bills.

The Finance Department's current folding machine has been weakened through wear and tear such that it now only folds single sheets at a time. The City has no machine capability for envelope stuffing.

The Finance Department routinely spends 23 hours of staff time to organize, fold, and stuff 1,600 bills into envelopes. The cost for staff time to perform these tasks is \$699 per month and \$8,390 per year. See calculation below. At a machine cost of \$19,305 and a current staff cost of \$8,390 per year just to put out water and sewer bills, the City would break-even on the purchase in 2.3 years. This cost estimate excludes the large monthly mailing of sales tax delinquency notices, business license renewals, and pay stubs/checks.

Monthly Cost

Wages Cost (\$20/hr. x 23 hrs./mo.) = \$460

Benefits Cost (\$20/hr. x 52% benefits ratio x 23 hrs./mo.) = \$239

Total = \$699

Yearly Cost

Wages Cost ($\$20/\text{hr.} \times 23 \text{ hrs./mo.} \times 12 \text{ mos./yr.}$) = \$5,520

Benefits Cost ($\$20/\text{hr.} \times 52\% \text{ benefits ratio} \times 23 \text{ hrs./mo.} \times 12 \text{ mos./yr.}$) = \$2,870

Total = \$8,390

The Purchasing Agent contacted three companies for written price quotes of a folding and envelope stuffing machine. Two of the contacts were non-responsive and the third quote in the amount of \$19,305 was from Pitney Bowes, Inc. The unresponsive companies were CDW-G and Arctic IT.

The lease agreement with Pitney-Bowes, Inc. provides for equipment owned by Pitney-Bowes to be shipped to Bethel and installed for City use. The agreement also includes installation, training, and service. The City would make 39 monthly lease payments of \$495, which equates to \$5,940/yr. for three years, and \$1,485 the fourth year.



State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

CITY OF BETHEL

926001644

Sold-To: Address

300 STATE HIGHWAY, BETHEL, AK, 99559, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

BO FOLEY

907-543-1372

0018323386

Bill-To: Address

300 STATE HIGHWAY, BETHEL, AK, 99559, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

BO FOLEY

907-543-1372

0018323386

bfoley@cityofbethel.ne

Ship-To: Address

300 STATE HIGHWAY, BETHEL, AK, 99559, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

BO FOLEY

907-543-1372

0018323386

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	RELAY3500	RELAY3500
1	F790042-01	Power Cord
1	STD SLA	Standard SLA-Equipment Service Agreement (for RELAY3500)
1	TI35	Relay 3500 w/Install & Training

Your Payment Plan

Initial Term: 39 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
39	\$ 495.00	\$ 1,485.00

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
☒ Tax Exempt Certificate Not Required (CITY GOV'T)
() Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Bill Howell

Print Name

Acting City Manager

Title

8/7/19

Date

citymanager@cityofbethel.net

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Michael Gibson

michael.gibson@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

January 2019

STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

Thank you for choosing Pitney Bowes products and services. These Terms, our privacy statement (the "Privacy Statement") and the executed order (the "Order") make up your agreement with Pitney Bowes (this "Agreement"). The Privacy Statement explains how we use your information. Please read this Agreement carefully.

Let's start with a few definitions that should help you better understand your agreement. "PBI" means Pitney Bowes Inc. "Pitney Bowes" means PBI and its subsidiaries. "We", "our" or "us" refers to the Pitney Bowes companies with whom you've entered into the Order. "You" or "your" refers to the entity identified on the Order. "Meter" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "Meter Services" means: access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Softguard Program outlined in Section 29. "Equipment" means the equipment listed on the Order, excluding any Meter or standalone software. "Lease" means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement; (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries ("PBGFS"), provides you with the leasing services. The term of this Lease is the number of months stated on the Order (the "Lease Term") and begins on the date the Equipment is shipped if we don't install the Equipment, and the date of installation if we install the Equipment. You may not cancel this Lease for

any reason and all payment obligations under this Lease are unconditional. You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don't have the right to become the owner of the Equipment at the end of the Lease Term.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "Periodic Payment"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively "PBI Payments") will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and



ship them to us. If you don't do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease. You may choose to cancel the automatic extensions at any time by giving us 30 days' written notice by creating a case at [pitneybowes.com/us/contact-us.html](https://www.pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 3 or purchase the Equipment.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss and ValueMAX® Program

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss"). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Equipment from loss, you will either:

(i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("Insurance"); or (ii) be enrolled in PBGFS' ValueMAX program described in paragraph (b) below.

(b) YOU MUST CALL US AT 1-800-732-7222 OR GO TO www.pitneybowes.com/us/valuemaxoptout (<http://www.pitneybowes.com/us/valuemaxoptout>) AND PROVIDE US WITH EVIDENCE OF INSURANCE IF YOU DO NOT WISH TO BE ENROLLED IN THE VALUEMAX PROGRAM. If you don't provide evidence of Insurance and haven't previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice. We will provide written notice reminding you of your Insurance obligations described in paragraph (a) above. If the Equipment is included in the ValueMAX program and any Loss occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment. We aren't liable to you if we terminate the ValueMAX program. By providing the ValueMAX program, we aren't offering or selling you insurance; accordingly, regulatory agencies haven't reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

7. Other Lease Terms

(a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.

(b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.

(c) We will provide you with a welcome letter by email.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. Warranties

We warrant that all PBI-branded equipment ("PBI Equipment") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at [pitneybowes.com/us/di2000-terms.html](https://www.pitneybowes.com/us/di2000-terms.html) (<http://www.pitneybowes.com/us/di2000-terms.html>).

(a) A defect doesn't include the failure of rates within a rate update to conform to published rates.

(b) We warrant that any service ("Service") we perform under the Service Level Agreement set out in Sections 19 through 24 (the "SLA") will be performed in a professional and workmanlike manner.

(c) YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.

(d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "Excluded Circumstance" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control. The warranty also does not apply if someone other than us services the equipment, you don't use required software updates, you use the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or you use third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, ink rollers, toner and drum cartridges, ribbons and similar items ("Consumable Supplies").

(g) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

12. Default and Remedies

(a) If you don't make any payment within three days after the due date shown on our invoice, you reach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

(i) cancel this Agreement and any other agreements Pitney Bowes has with you;

(ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;

(iii) disable the Meter;

(iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;

(v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;

(vi) charge you a late charge for each month that your payment is late;

(vii) charge you a check return fee for payments made by you with insufficient funds; and

(viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.

(c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes

You agree to pay us for all applicable sales, use, property, purchase or other taxes (excluding taxes on net income) related to the Lease or Equipment rental agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement.

14. Embedded Software; Applications

a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, and by using the application you agree to those terms and conditions.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

(a) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(b) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

(c) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.

(d) Payments aren't subject to setoff or reduction.

(e) ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.

(f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.

(h) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.

(i) This Agreement is governed by the laws of the State of Delaware.

(k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

(l) You agree to comply with all applicable export control laws and regulations.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("Usage-based Equipment") and any DI2000™ (the covered equipment is called "Covered Equipment").

20. Service Level Options

(a) (i) If you sign up for Standard SLA on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "Service Term"). You are also entitled to:

(x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch

a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "Normal Working Hours" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of

the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you

must pack the Covered Equipment to be replaced in the shipping carton that contained the

replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

(b) If you are eligible to receive Performance SLA under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; (ii) one two-hour application consultation for your mailing and shipping needs; and

(iii) admission for one person to a PBI mail management seminar. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service

technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "Response Time Commitment"). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the

Response Time Commitment in any twelve-month period during the Service Term. These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.

21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the "Initial Service Term"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS**

TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW. If you don't wish to renew Service, you must deliver a written notice (the "Termination Notice") at least sixty days prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at pitneybowes.com/us/contact-us.html (<http://www.pitneybowes.com/us/contact-us.html>) (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists.

23. Service Changes

PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 21 or you may create a case at pitneybowes.com/us/contact-us.html (<http://www.pitneybowes.com/us/contact-us.html>) (follow the instructions under "how to create a case").

24. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

(a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "Initial Term"), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, the rental term and Meter Services term will automatically renew for successive 12-month extensions. If you don't wish to renew the rental term or Meter Services term, you must deliver a written notice to us at least 60 days prior to the renewal of the rental term or Meter Services term, as applicable, to the address in Section 21 or create a case at [pitneybowes.com/us/contact-us.html](http://www.pitneybowes.com/us/contact-us.html) (<http://www.pitneybowes.com/us/contact-us.html>) (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Postage By Phone® Reserve Account that you maintain with the Bank (your "Reserve Account") or you may transfer funds to the United States Postal Service (the "USPS") through a lockbox bank (a "Lockbox Bank"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be

made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C.

1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3

U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with

Website Feedback



the USPS data system. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32.Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a Meter. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBCFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS

33.Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the "Program"), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.
- (c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
- (d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2017, the daily periodic rate would be .05137% and the corresponding annual percentage rate would be 18.75%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account.

- (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00.
- (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line.
- (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

(e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

34. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. (<http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>)

Those additional terms are incorporated by reference.

35. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at [pitneybowes.com/us/di2000-terms.html](http://www.pitneybowes.com/us/di2000-terms.html). (<http://www.pitneybowes.com/us/di2000-terms.html>)

and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

36. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](http://www.pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) (<http://www.pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html>) and are incorporated by reference.



On-Premise Software License and On-Demand Subscription Services - U.S.

Updated: August 1, 2019

The terms referred to below apply to transactions in the United States only. For terms outside the United States, please contact your Pitney Bowes representative.

ON-PREMISE SOFTWARE LICENSE

If you ordered any of the following software products, your use of the product(s) will be governed by the terms (Last modified August 2019) located at www.pitneybowes.com/us/smb-terms/on-premise-software-license-terms-conditions.html (/us/smb-terms/on-premise-software-license-terms-conditions.html): Arrival®, Arrival® Express, Business Manager, ConnectRight® Mailer, Envelope Designer Plus, Envelope Now, File-Based Processing Software, LobbyTrac™ Arrival® Visitor Tracking, Package Manager, PB First™, PC Meter Connect, PC Transfer Utility, Postal Manager, SendPro® Enterprise (On-Premise), SendSuite® Desktop, SendSuite® Live, SendSuite® Tracking, and SendSuite® Xpress. Please feel free to print the terms and conditions for your records. The terms set out in the link above will supersede any shrink-wrap or click through agreement received with the product.

ON-DEMAND SUBSCRIPTION SERVICES

If you ordered any of the following products, your use of the product(s) will be governed by the terms (Last modified July 2018) located at www.pitneybowes.com/us/smb-terms/terms-of-use-on-demand-subscription-services.html (/us/smb-terms/terms-of-use-on-demand-subscription-services.html) Cost Accounting, Enhanced Support Services, MyGraphics™ Designer System, pbSmart™ Codes, pbSmart™ Connect, pbSmartPostage™, Relay™ Communications Hub, SendPro® Enterprise (On-Demand), SendPro® Subscription, SendPro® Subscription with Equipment Lease, SendSuite® Tracking Online, and TrackmyMail®.

THIRD PARTY PRODUCTS

For the following products, the terms of use can be found by clicking the hyperlink opposite the name of the Licensed Product.

PlanetPress Suite® 7: License Agreement (<http://planetpress.objectiflune.com/Content/Docs/PlanetPress-EULA-en.pdf>) and Maintenance Terms (/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html)

PlanetPress Suite® Connect: License Agreement (<http://help.objectiflune.com/en/OL-EULA.pdf>) and Maintenance Terms (/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html)

PlanetPress: Envelope Now (<http://envelopenow.objectiflune.com/content/docs/PlanetPress-EULA-en.pdf>)

AutoMail: License Agreement (/content/dam/pitneybowes/us/en/terms-and-conditions/automail-llc-end-user-license-agreement12-2017.pdf)

PRIOR TERMS

- Terms prior to August 2019 (/us/smb-terms/software-and-subscription-terms-and-conditions-prior-terms.html)



ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

(Last modified July 3, 2018)

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to contact us (<https://www.pitneybowes.com/us/support/contact-us.html.html>).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific license and lease terms applicable to certain of the Services ("Product Terms") can be found at www.pitneybowes.com/us/smb-terms/on-demand-subscription-services-product-terms.html (/us/smb-terms/on-demand-subscription-services-product-terms.html) and are incorporated into this Agreement.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We are licensing the Services to you, and we reserve all rights to the Services not expressly granted to you in this Agreement.

b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.

c) You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

d) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

- a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect for the Order until its termination.
- b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.
- c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.
- d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.
- e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to us receiving such updates.

8. Personal Information

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html> (/us/legal/privacy-statement.html) as it may be updated by us from time to time (the "Privacy Statement").

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the

trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.

b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.

c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. LIMITATION OF LIABILITY

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.

b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

12. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 12 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

13. SERVICE AVAILABILITY; DISCLAIMERS

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

14. Third Party Sites

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

15. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

16. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR 5 12.212(a) and/or DFARS 5 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS," as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

18. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

a) This Agreement will be governed by the laws of the State of Delaware without regard to its principals of conflict of laws.

b) If we file an action against you claiming you breached this Agreement and we prevail, we will be entitled to recover reasonable attorneys' fees.

c) ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT. Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

d) This Section 18 will survive any termination of this Agreement or an Order indefinitely.

19. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

20. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com (<mailto:legalnotices@pb.com>) or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., SVP & GM, Global SMB Products & Strategy, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (<https://www.pitneybowes.com/us/contact-us.html>) (follow the instructions under "how to create a case").

21. Independent Contractor

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

22. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

CITY OF BETHEL, ALASKA

Ordinance #19-18

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 2.04 TO ADD A NEW SUBSECTION TITLED ELECTED OFFICIAL TRAINING, TO THE BETHEL MUNICIPAL CODE

WHEREAS, elected officials are faced with significant legal obligation as soon as they complete their oath of office;

WHEREAS, the City wishes to help ensure our elected officials are informed of their legal obligation and authority and are provided an opportunity to become familiar with the City's operations early on in their term;

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

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

SECTION 2. Amendment The Bethel Municipal Code is amended to add to subsection 2.04.180 Elected Official Training.

2.04.180 Elected official training.

The municipal officers shall administer training program to elected officials within 45 days of the certification of the regular election. The training program topics will be:

- a. Legal Powers and Obligations
- b. Financial Responsibilities and City Budgeting
- c. Land Use and Planning
- d. Relationship between Council and Staff
- e. Understanding the Meeting Process and Terms

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

ENACTED THIS 24 DAY OF SEPTEMBER 2019, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Fred Watson, Mayor

Lori Strickler, City Clerk

Introduced by: Council Member Albertson
Introduction Date: September 10, 2019
Public Hearing: September 24, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #19-19

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 2.50, CITY OFFICERS GENERALLY AND REPEALING AND REPLACING 2.60, BOARD OF ETHICS IN THE BETHEL MUNICIPAL CODE

WHEREAS, the Bethel City Council, acting as the Board of Ethics finds the provisions of chapter 2.06 to be confusing and difficult to process;

WHEREAS, it is in the best interest of the community members and our public officials to have clear and concise code provisions to help ensure fair processing and evaluation of ethical complaints;

WHEREAS, the council further finds the submission of a complaint to an attorney acting as a hearing officer as opposed to a lay board, more ;

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

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

SECTION 2. Amendment The Bethel Municipal Code Section 2.05, is amended as follows (new language is underlined and ~~old language is stricken out~~).

Chapter 2.05

CITY OFFICERS GENERALLY

Sections:

- 2.05.010 Definitions.
- 2.05.020 Oath.
- 2.05.030 Resignation.
- 2.05.040 Conflicts of interest and code of ethics – Generally.
- 2.05.050 Improper influence in grants, contracts, or leases.
- 2.05.060 Representative of the city of Bethel.
- 2.05.070 Outside employment restricted.

Introduced by: Council Member Albertson
Introduction Date: September 10, 2019
Public Hearing: September 24, 2019
Action:
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- 2.05.080 Report of financial and business interests.
- 2.05.090 Contents of statement.
- 2.05.100 Modified requirements for professionals.
- 2.05.110 Administration and inspection.
- 2.05.120 Records, public information.
- 2.05.130 Refusal or failure to disclose.
- 2.05.140 Application of state statutes.
- 2.05.150 Conflict of interest – Elected city officials.
- 2.05.160 Conflict of interest – Municipal employee.
- 2.05.170 Procedure for declaring potential conflicts of interest – City manager.
- 2.05.180 Conflict with collective bargaining agreement.
- 2.05.190 Employment prohibited.
- 2.05.200 Political activity.
- 2.05.210 Procedures for violation reporting.
- 2.05.220 Conformity to law.

2.05.010 Definitions.

As used in this chapter, the following definitions shall apply:

A. "Appointed body" means any municipal commission, board, or committee created by ordinance or resolution with members of the public appointed subject to the confirmation by the city council.

B. "Appointed official" means a board or commission member appointed by the mayor subject to confirmation by the city council.

C. "City official" means a person who holds elective office under the ordinances of the city, or who is a member of a board or commission whose appointment is subject to confirmation by the city council.

D. "Elected official" means a person holding an elective office subject to municipal elections under this code.

E. "Financial interest" includes the receipt of a pecuniary benefit or the expectation of a pecuniary benefit.

1. A financial interest of a person includes a financial interest of any member of the person's household.
2. A person has a financial interest in an organization if the person:
 - a. Has an ownership interest in the organization; or
 - b. Is a director, officer or employee of the organization.

Introduced by: Council Member Albertson
Introduction Date: September 10, 2019
Public Hearing: September 24, 2019
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3. Whether a financial interest is substantial is determined on a case-by-case basis.

F. "Hired consultant and contractors" means a person or organization hired by the city as an independent contractor and not as an employee.

G. "Immediate family member" means:

1. The spouse of the person;
2. Another person cohabiting with the person in a conjugal relationship that is not a legal marriage;
3. A child, including a stepchild and an adoptive child, of the person;
4. A parent, sibling, grandparent, aunt or uncle of the person; and
5. A parent or sibling of the person's spouse.

H. "Municipal employee" means any person employed by the city, whether full time or part time, temporary or permanent, but excluding elected officials and appointed officials.

I. "Municipal officer" includes the city manager, city attorney and city clerk.

J. "Source of income" means an employer or other person or entity paying compensation, dividends, or interest, directly or indirectly, for services, products, or investments. If the income being reported is derived from employment by a sole proprietorship, partnership, or corporation in which the reporting person, the spouse or children, or a combination of them holds a controlling interest, that proprietorship, partnership, or corporation may be designated as the source of income without specifying clients or customers if the business is one that is normally conducted on a cash basis and typically does not keep records of individual customers. In all other cases, the clients or customers of the proprietorship, partnership, or corporation shall be listed as sources of income of the person whose income is being reported, whose spouse, children, or a combination of them holds a controlling interest.

2.05.020 Oath.

All municipal officers and city officials shall, before entering upon the duties of their office, individually take an oath, in writing, to honestly, faithfully, and impartially perform and discharge the duties of his or her office and trust. This oath shall be filed in their personnel file.

2.05.0XX Prohibited conduct.

A. Municipal employees and city officials may not discriminate, harass, bully or engage in abusive conduct or retaliate against another individual while in their official capacity.

City of Bethel, Alaska

Ordinance #19-19

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Introduced by: Council Member Albertson
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B. A council member shall not make false statements on which the council, city staff or other agencies rely to establish policy or make important decisions. A council member violates this rule if he/she knows it is untrue, or if the person has knowledge that would lead a reasonable person of ordinary prudence to conclude that the statement is untrue.

C. A council member shall not divulge confidential information until or unless:

1. The council itself has made the information public; or
2. The reason for the confidentiality has passed.

2.05.030 Resignation.

Resignations of municipal officers and city officials shall be made in writing and filed with the clerk. The clerk shall immediately notify the mayor or manager and city council. Municipal employees shall follow the resignation procedures in the city's personnel policies.

2.05.040 Conflicts of interest and code of ethics – Generally.

A. A person subject to the requirements of this chapter may not:

1. Use their official position or office for the primary purpose of obtaining personal financial gain or financial gain for an immediate family member or business with which the person is associated or in which the person owns stock. This provision does not apply to financial gain from salary under the terms of employment.
2. No city official shall use the implied authority of office or position for the purposes of unduly influencing the decision of others, or promoting a personal interest within the community. City officials will refrain from using their title except when duly representing the city in an authorized capacity. Unless duly appointed by the council to represent the interest of the full council, councilmembers shall refrain from implying their representation of the whole by the use of their title.
3. Solicit or receive money for advice or assistance given in the course of the officer's or employee's employment or relating to that employment.
4. Represent a client before the city council for a fee, except employee members of the unions pursuant to labor agreements.
5. Solicit or accept a gift if it can be reasonably inferred that the gift is intended to influence the elected official's independence of judgment in the exercise of official duties.

- a. An item is a "gift" under this subsection if it is:

Introduced by: Council Member Albertson
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Vote:

- i. Money, an item of value, service, loan, travel or hospitality accommodation, entertainment, or employment; and
 - ii. Provided to an elected official, or to another person or entity designated by the elected official, for less than full value.
- b. Unless rebutted by other factors, food or beverage for immediate consumption is presumed not to be given under circumstances in which it could be reasonably inferred that they are intended to influence the elected official's independence of judgment in the exercise of official duties.
- c. The following unsolicited gifts are allowed; provided, that if disclosure is required, the gift disclosure form is timely filed with the municipal clerk within thirty (30) days of the receipt of the gift:
- i. Payment for a business meal offered as a courtesy in the context of municipal duties; provided, that such meals shall not be accepted on a basis so frequent from any one (1) source or a combination of sources as to raise an appearance of the use of the person's public position for private gain. No disclosure is required.
 - ii. A discount or price available to public sector officials generally, or to a large business category of public officials to which the elected officials belong. No disclosure is required.
 - iii. A monetary gift or award presented in recognition of meritorious, civic, or voluntary service, so long as presented by a recognized civic or nonprofit charitable organization presenting such a gift or award as part of an established tradition, and not given as financial inducement for official action. An elected official shall disclose a recognition gift or award in excess of one hundred fifty dollars (\$150).
 - iv. A perishable gift for immediate consumption or display, from member(s) of the public expressing general gratitude or holiday cheer. No disclosure is required.
 - v. In-state travel and hospitality discounts or accommodations offered or provided to an elected official shall be applied to any municipal expense for the travel. No disclosure is required. Out of state gifts of travel and hospitality related to providing or obtaining information primarily of matters related to the duties of the elected official are allowed. Gifts in this category in excess of two hundred fifty dollars (\$250) shall be disclosed to the council prior to acceptance.

Introduced by: Council Member Albertson
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Vote:

d. Gifts that are not connected with the recipient's status as an elected official are outside the scope of this chapter and no disclosure is required.

6. No city official may vote on any question in which the member has a direct or indirect substantial financial interest. Direct or indirect financial interest shall be disclosed to the presiding officer prior to the discussion on the question, for a ruling on a request from the member with the financial interest to be excused from discussion vote. The decision of the presiding officer on a request by a member of the governing body or an appointed body to be excused from a vote may be overridden by the majority vote of the body. If there are not at least four (4) members in attendance who are qualified to vote, the matter shall be tabled until the next regular or special meeting at which four (4) members qualified to vote on the matter are in attendance.

7. No city official, municipal officer, appointed official or municipal employee shall participate in any official action in which he or she has a substantial financial interest. Prohibited participation includes voting as a member of the city council, taking part in debate, soliciting the vote of a member of the city council, or encouraging any municipal official or officer to act in a certain way.

8. No city official, municipal officer or municipal employee may disclose information he or she knows to be confidential concerning employees of the city, city property, city government, or other city affairs, including but not limited to confidential information disclosed during an executive session, unless authorized or required by law to do so.

B. Nothing in this section is intended to limit the scope of additional restrictions, prohibitions and disclosure requirements applicable to municipal employees, appointees and elected officials under this chapter.

2.05.050 Improper influence in grants, contracts, or leases.

A. A municipal officer or municipal employee, or immediate family member, may not attempt to acquire, receive, apply for, be a party to, or have a substantial personal or substantial financial interest in a city grant, contract, or lease if the municipal officer or public employee may take or withhold official action that affects the award, execution, or administration of the city grant, contract, or lease.

B. The prohibition in subsection A of this section does not apply to a city grant, contract, or lease competitively solicited unless the employee:

1. Is employed by the department or division awarding the grant, contract, or lease, or is employed by the department or division for which the grant, contract, or lease is let;

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2. Takes official action with respect to the award, execution, or administration of the grant, contract, or lease.

C. A municipal employee shall report in writing to his/her supervisor any personal or financial interest held by the employee, or an immediate family member, in a city grant, contract, or lease that is awarded, executed, or administered by the department or division served by the employee.

D. The city council may provide a waiver from this section as provided in BMC 4.20.240.

2.05.060 Representative of the city of Bethel.

City officials, municipal officers, and municipal employees of the city of Bethel shall support the direction of the city council when representing the city of Bethel or acting on behalf of the city. All such individuals shall clearly make known any personal communication or action which contradicts city council direction as representing their own personal views and/or ideas.

2.05.070 Outside employment restricted.

Municipal employees shall not engage in any employment or self-employment which is incompatible with or in conflict with his/her public employment. A public employee who wishes to engage in other employment or self-employment shall request prior approval from the city manager. If the manager determines that the employment is not incompatible and is not in conflict with the proper discharge of official duties, the manager may give written approval. Any change in an employee's approved outside service or employment activities must be reported to the city manager. If the employee is the city manager, city attorney, or city clerk, the employee shall request approval from the city council, which will have the responsibility for determining compatibility, and, upon a determination that the services or employment are not incompatible or in conflict with official duties, may approve the services or employment in writing.

2.05.080 Report of financial and business interests.

A. A candidate for elective municipal office shall file a statement under oath with the city clerk, at the time of filing a nominating petition and declaration of candidacy, specifying the candidate's business interests and income sources, and shall file a similar statement of income sources and business interests with the city clerk not later than April fifteenth (15th) of each year that they hold office.

B. The city manager and any appointed councilmember and planning commissioner shall file a statement under oath with the city clerk, within thirty (30) days after appointment to office, specifying sources of business interests and income.

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2.05.090 Contents of statement.

A. The statement filed by the city manager, elected official, planning commissioner or candidate under this chapter shall be an accurate representation of the financial affairs of the business interests and sources of income for the officer or the officer's immediate family, to the extent those sources of income or business interests are ascertainable by the officer or candidate.

B. The statement filed shall include the following information relating to the filer's immediate family living in the household excluding filer's dependent children:

1. The source of all income of five thousand dollars (\$5,000) during the preceding calendar year, including taxable capital gains, except that a source of income that is a gift must be included if the value of the gift exceeds two hundred fifty dollars (\$250);
2. The name and address of each business entity owned or in which an interest was held during the preceding calendar year, including a statement of the nature of the interest owned or held, except that an interest held in a retirement account or an interest of less than five thousand dollars (\$5,000) in the stock of a publicly traded corporation need not be included;
3. The name and address of each business in which the filer is an officer, director, manager, or employee during the preceding calendar year;
4. The identity and nature of each interest in real property located within the city limits, including an option to buy, owned at any time during the preceding calendar year;
5. A list of all contracts, bids, or offers to contract with the city during the preceding year, including those made through a proprietorship, partnership, or corporation in which the filer or an immediate family member, or a combination of them, holds a controlling interest.

2.05.100 Modified requirements for professionals.

Notwithstanding other provisions of this chapter, medical and psychiatric doctors, attorneys, psychologists or other professionals are not required to disclose as sources of income the names of individual patients or clients who receive professional services normally considered to be confidential. This exemption shall not apply to the identity of any corporation or other business entity having a contract with the professional producing income of five thousand dollars (\$5,000) or more for services to its members or a defined group, nor to the identity of clients receiving services that do not fall within the candidate's or official's field of professional expertise.

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2.05.110 Administration and inspection.

The city clerk shall administer the provisions of this chapter. The clerk shall prepare and keep available for distribution standardized forms on which the reports required by this chapter shall be filed. The city clerk may make such alterations to the forms as may be necessary.

2.05.120 Records, public information.

All statements required to be filed by this chapter are public records.

2.05.130 Refusal or failure to disclose.

A. If a candidate fails or refuses to file the statement required by this chapter, his or her filing shall be refused or, if previously accepted, shall be returned and his or her name shall be withheld or removed from the filing records of candidates.

B. A person who refuses or knowingly fails to make a required disclosure of information as provided in this chapter or who files a statement containing false or misleading information knowing it to be false or misleading shall be guilty of a violation and upon conviction is punishable by a fine as provided for violations in Chapter 1.08 BMC and may be removed from the office in which they are seated.

2.05.140 Application of state statutes.

A. Nothing in this chapter is intended to curtail, modify, or otherwise circumvent the application of the Alaska Statutes to any conduct involving bribery or other offenses against public administration.

B. All municipal officers as defined by AS 39.50 are exempt from the provisions of AS 39.50 relating to conflicts of interest or financial disclosures.

2.05.150 Conflict of interest – Elected city officials.

A. Except as provided herein a city official may not participate in any official action in which the official or a member of the official's immediate family has a substantial financial interest. For purposes of this section participation shall not include discussing the matter with city officials or addressing the city council as a private citizen, but shall include voting and participating in the debate as a councilmember.

B. A city official shall disclose any substantial financial interest in any matter before the body, prior to debating or voting upon the matter. Any official of the body may raise a question concerning another member's financial interests, in which case the member in question shall disclose relevant facts concerning the official's financial interests in the subject of the action.

C. Whether the direct or indirect financial interest is substantial shall be determined by the presiding officer on a case-by-case basis, with evaluation of these factors:

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

D. After a city official has made known any substantial financial interest in any question to be voted upon by the body:

1. The officer shall ask to be excused from the debate and vote on the matter;
2. The presiding officer shall rule on the request;
3. The decision of the presiding officer shall be final unless overridden by a majority vote of the body.

E. In the event that the official with a substantial financial interest is the presiding officer, the request shall be ruled upon by a vote of the body. An official may not participate in the matter if the presiding officer or a majority vote of the body determines the financial interest is substantial. Neither the city official making the request nor any other city official, who has disclosed a similar or related interest in the same matter, may rule on any member's request to be excused from voting on the matter or vote on the question of overriding such a ruling.

2.05.160 Conflict of interest – Municipal employee.

A municipal employee shall not participate in an official action in which the employee or a member of the employee's immediate family has a substantial financial or private interest. A municipal employee shall disclose, in written narrative form, to their supervisor the employee's financial or private interest in official action and the financial or private interest of any member of the employee's immediate family as defined in BMC 2.05.010(E), if the employee's duties could influence the official action.

A. Whether the municipal employee is prohibited from participation in official action due to substantial financial or private interest shall be determined by the city manager with evaluation of these factors:

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1. Whether the financial or private interest held by the employee or a family member is a substantial part of the official action under consideration;
2. Whether the financial or private interest varies directly and substantially with the outcome of the official action;
3. Whether the financial or private interest is monetarily significant;
4. Whether the public disclosure requirements applicable to municipal employees under this chapter have been fully met;
5. Whether public disclosure of the municipal employee's financial or private interest and management of the potential for conflict of interest are sufficient to maintain the integrity of the decision making process.

B. The determination of the city manager shall be filed with the municipal clerk as a public record.

C. A complaint to the city manager or mayor for conflict of interest based on substantial financial or private interest in official action by a municipal employee shall be filed as a notice of potential violation under BMC 2.05.210.

2.05.170 Procedure for declaring potential conflicts of interest – City manager.

The city manager who has or may have a substantial financial interest in an official action shall disclose the facts concerning the manager's financial interests to the city council prior to taking any official action. If the city council determines the manager has a substantial financial interest in the action, the city council shall excuse the manager and assign another city employee to the matter.

2.05.180 Conflict with collective bargaining agreement.

In the event any section or provision in this chapter conflicts with an applicable collective bargaining agreement for a public employee, the collective bargaining agreement shall control with respect to that employee.

2.05.190 Employment prohibited.

No member of the council may be employed by the city in any capacity within a twelve- (12-) month period immediately following the term of that individual unless the member is employed as a hired consultant or contractor and a waiver has been provided by the city council as described in BMC 4.20.240.

2.05.200 Political activity.

The following limitations shall apply to political activity:

A. Departments, boards, and commissions of municipal government shall not:

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1. Expend municipal funds for the support, opposition or endorsement of candidates for any elected government office.
2. Expend municipal funds for paid advertisement which advocates or promotes a particular position, or solicits members of the public to advocate or promote a particular position, on legislation or other action pending before the council.
3. Permit an administrative division of municipal government to endorse or oppose candidates for elected federal, state, municipal or other local office even if such endorsement does not include expenditure of funds. This prohibition applies to municipal employees while on duty and to the use of municipal property or facilities in a manner not made available to members of the public.
4. Authorize that money held by the municipality be used to influence the outcome of an election, except as permitted by state law under AS 15.13.145.
5. Actively campaign or prepare, publish, broadcast, or distribute by any means material of a partisan nature on any ballot measure, including referendums, initiatives, bond issues or other special elections.

B. Subject to restrictions in AS 15.13.145 on the use and expenditure of municipal funds to influence the outcome of a ballot proposition or question, the city manager may designate in advance, in writing, one (1) or more executive employees to appear before the council, appointed public bodies of the municipality, community councils, civic organizations, and media representatives in support of or in opposition to any ballot measure coming before the voters in a municipal election. The designated executive employees shall be selected from among the employees with principal responsibility for carrying out policies and programs relevant to the ballot measure.

C. The limitation against dissemination of partisan materials on bond measures does not apply to municipal employees asked to assist an elected official in the preparation of ballot measures or to respond to inquiries from an elected official concerning any ballot measure.

D. A municipal employee shall not serve as a member of the Bethel city council or in elective office of the state, federal, or another local government. A municipal employee who is elected to one (1) of these offices shall resign immediately from municipal employment.

E. For purposes of this section, public safety volunteers, hired consultants or contractors are not considered municipal employees (BMC 3.64.060).

2.05.210 Advisory opinions

A. Upon the written request of an elected official or municipal officer, the city attorney shall issue an advisory opinion interpreting this chapter. The requester shall supply any additional information requested by the city attorney in order to issue the opinion.

B. The city attorney may offer oral advice if delay would cause substantial inconvenience or detriment to the requester. Within two (2) working days after providing the oral advice, the city attorney shall provide a brief written statement summarizing its contents.

C. The city attorney may reconsider, revoke, or modify an advisory opinion at any time.

D. A request for advice made under subsection (a) of this section is confidential to the extent permitted by law unless the subject of the opinion waives confidentiality and authorizes in writing the release of the request or the full text of the advisory opinion.

E. The city attorney shall make the advisory opinion issued under this section available for public inspection with sufficient deletions to prevent disclosure of the persons whose identities are confidential under subsection (d) of this section.

2.05.220 Immunity.

A city official or municipal officer is not liable under this chapter for an action carried out in accordance with the advice of the city attorney issued under 2.05.xxx, Advisory opinion if the official or officer fully disclosed all relevant facts reasonably necessary to the issuance of the advice.

2.05.210 Procedures for violation reporting.

~~A. Any person who believes that violation of any portion of this chapter has occurred may file a written complaint of potential violation with the city clerk's office.~~

~~B. All written complaints of potential violation submitted under this chapter shall be signed by the person submitting the complaint. A written complaint of potential violation shall state the address and telephone number of the person filing the complaint, identify the respondent, and affirm to the best of the person's knowledge and belief the facts alleged in the complaint of potential violation signed by the person are true. The person filing the complaint of potential violation shall identify the section of this chapter the person believes was violated, state why the person signing the~~

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~~complaint of potential violation believes the facts alleged constitute a violation of that section and identify any documentary or testimonial evidence the person filing the complaint believes is in support of the notification of potential violation.~~

2.05.220 230 Conformity to law.

If any section or provision of this chapter is held to be contrary to law by a court of competent jurisdiction or by action of the Alaska State Legislature, that section or provision shall be deemed invalid. All other sections and provisions of this chapter shall continue in full force and effect.

SECTION 3. Repeal and Replacement. Bethel Municipal Code Section 2.06, repealed and replaced as follows old language is stricken out.

Chapter 2.06

BOARD OF ETHICS

Sections:

- ~~2.06.010 Board of ethics established—General provisions.~~
- ~~2.06.020 Function and authority.~~
- ~~2.06.030 Confidentiality—Initial review.~~
- ~~2.06.040 Disclosure of complaint of potential violation prohibited.~~
- ~~2.06.050 Conduct of investigation and standard of proof.~~
- ~~2.06.060 Deliberations of the board.~~
- ~~2.06.070 Board member disclosures.~~
- ~~2.06.080 Duty of cooperation.~~
- ~~2.06.090 Decisions on the record.~~
- ~~2.06.100 Timely completion.~~
- ~~2.06.110 Sanctions, civil penalties and remedies.~~
- ~~2.06.120 Record of proceedings and public record.~~
- ~~2.06.130 Settlement of complaints.~~

~~2.06.010 Board of ethics established—General provisions.~~

~~A. There is hereby established a board of ethics.~~

~~B. The board shall be comprised of all members of the city council. The mayor, or the vice mayor in the mayor's absence, will serve as presiding officer of the board. In the absence of both, the members of the board shall elect a presiding officer from among its members.~~

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~~C. The city attorney or other legal counsel for the board may assist the board at every stage of the proceedings, but shall have no vote.~~

~~D. A quorum of the board shall be a majority of all members who are not excused for cause, such as being the complainant, the respondent, a witness, having a conflict of interest, or other for cause recusal. However, in no event may a quorum be less than three (3).~~

~~E. Decisions of the board shall be adopted by a majority of the members who are qualified to act on the matter, where a quorum is present.~~

~~F. Unless the board delegates such authority to another member or decides that no one shall have such authority, the presiding officer shall have authority to make procedural decisions between board meetings on behalf of the board. Examples of matters that may be decided by such delegate include scheduling hearings and other matters, establishing pre-hearing requirements and filing deadlines for motions, exhibits, witness lists, hearing briefs, and deciding other procedural matters.~~

~~G. The presiding officer shall vote on every question, unless required to abstain for cause, and shall not have power to veto any action of the board. [Ord. 13-04 § 2.]~~

~~2.06.020 Function and authority.~~

~~The board of ethics has authority to perform the following functions:~~

~~A. Investigate reported violations of Chapter 2.05-BMC.~~

~~B. Hear and decide written complaints of violations of Chapter 2.05-BMC.~~

~~C. Hear and decide on requests for exceptions as specified in Chapter 2.05-BMC.~~

~~D. Make findings and recommendations concerning sanctions, civil penalties and remedies for violations as provided in this code.~~

~~E. Adopt recommended policies and procedures governing the board's conduct of business.~~

~~F. Upon application of the complainant, respondent, or at the board's discretion, compel, by subpoena, the appearance and sworn testimony at a specified time and place of a person the board reasonably believes may be able to provide information relating to a matter under investigation by the board or the production of documents, records or other items the board reasonably believes may relate to the matter under consideration.~~

~~G. Administer oaths and receive testimony from witnesses appearing before the board.~~

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~~H. Request city agencies to cooperate with the board in the exercise of the board's jurisdiction.~~

~~I. Request the advising attorney to seek assistance of the district or superior court to enforce the board's subpoena.~~

~~J. Conduct investigative hearings in executive session, pursuant to notifications alleging violations of matters within the authority of the board.~~

~~2.06.030—Confidentiality—Initial review.~~

~~A. Each written complaint of a violation of Chapter 2.05 BMC received by the city manager or mayor shall be submitted to the clerk's office and be assigned an identification number, which shall be used in lieu of names when referring to the complaint to maintain confidentiality. The city manager, city attorney, city clerk and the board shall keep all written complaints of potential violation confidential during investigation and the board's deliberative process. Complaints of potential violation may be disclosed only to the staff members of the city clerk's office providing administrative support to the board, members of the board, and legal counsel. Upon receipt of a notification of potential violation, the board shall, at its next scheduled meeting or earlier, as determined by the board chair, review the complaint of potential violation in executive session and determine if further action on the notification of potential violation is warranted.~~

~~B. If the board determines the facts alleged in the notification of potential violation, even if proven, do not constitute a violation, or that the board lacks jurisdiction to address the complaint of potential violation, the board shall return the complaint of potential violation to the complaining party or it may recommend to the person filing the complaint that it be amended and refiled. Notifications of potential violation returned without further action shall remain confidential.~~

~~C. If the board determines the allegation in a complaint of potential violation, if proven, may constitute a violation of a matter within the board's jurisdiction, the board shall:~~

~~1. Request and receive assistance from legal counsel to assist the board in all further deliberative processes, investigations and reports;~~

~~2. Give the respondent a copy of the complaint of potential violation, along with a copy of the outline of the board's process under this chapter, including notice that the respondent may choose to hold the proceeding in public and may be represented by legal counsel of respondent's choosing and at respondent's own expense; and~~

~~3. Notify both the person submitting the complaint of potential violation and respondent of the date(s) on which each may be requested to meet with the board;~~

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~~present documentary or testimonial evidence, and assist the board in resolving the potential violation.~~

~~2.06.040—Disclosure of complaint of potential violation prohibited.~~

~~A complaint of potential violation of Chapter 2.05 BMC is confidential until the board completes a written report for distribution as a public record.~~

~~A. No person, including the complainant, shall knowingly disclose to another person, or otherwise make public in violation of this chapter, the contents of a complaint of potential violation filed with the board, unless:~~

- ~~1. The respondent elects to proceed in public; or~~
- ~~2. The written report of the board is electronically published by the city clerk.~~

~~B. Breach of confidentiality required by any provision of this chapter is a violation of this chapter subject to punishment.~~

~~C. Any person involved with a complaint of potential violation, including the filer of the complaint, shall keep the matter confidential. The confidentiality extends from the filing of the complaint and shall continue until the matter is concluded and made public. Maintaining confidentiality is essential to allowing for a neutral investigation into the matter. If the board finds that any person has violated the confidentiality of a complaint of potential violation, the board shall refer the matter for investigation. If a person is found to have breached confidentiality, they shall be subject to sanctions of three hundred dollars (\$300) for a first (1st) offense, five hundred dollars (\$500) for a second (2nd) offense and one thousand dollars (\$1,000) for each subsequent offense.~~

~~D. Public disclosure resulting from corrective action under this chapter is not a violation of this section. [Ord. 13-04 § 2.]~~

~~2.06.050 Conduct of investigation and standard of proof.~~

~~The board's investigation shall be conducted in executive session, unless the respondent requests it be held in a public session. The respondent and the person who filed the complaint, and their counsel, if any, may be present in executive session while the investigation is being conducted.~~

~~A. The respondent and the person who filed the complaint of potential violation may identify other individuals and documents that each would like the board to interview and review.~~

~~B. If an individual with information bearing on the complaint of potential violation is unwilling to come forward with information, the respondent and the person who filed~~

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~~the complaint of potential violation may each request the board to subpoena the person and any documentary evidence.~~

~~C. Persons appearing before the board may be represented by counsel or other person serving in a representative capacity.~~

~~D. The board may question the respondent, the person who filed the complaint of potential violation, and other persons appearing before the board.~~

~~E. The board may solicit questions and testimony from the person filing the complaint of potential violation, the respondent and other persons appearing for the purpose of providing information to the board. The board may solicit questions from counsel present to represent persons appearing before the board, but all questions during the board's investigation shall be posed through and by a member of the board. Consistent with due process, the board may limit or prohibit questions suggested to the board by or on behalf of persons appearing before the board.~~

~~F. The standard of proof to be applied by the board in determining a violation under Chapter 2.05 BMC is proof by a preponderance of the evidence.~~

~~G. Technical rules of evidence do not apply, but the findings of the board shall be based upon substantial evidence, which means reliable and relevant information presented to the board.~~

~~H. The board's findings shall be binding.~~

~~I. When the board's investigation is conducted in executive session, the public shall be excluded and the session shall be electronically recorded. The recording shall be available for access as a public record after publication by the city clerk of the proposed resolution and settlement under BMC 2.06.110. [Ord. 13-04 § 2.]~~

~~2.06.060—Deliberations of the board.~~

~~A. Deliberations of the board shall be conducted in executive session.~~

~~B. The deliberations of the board shall not be recorded.~~

~~C. The respondent, the person filing the complaint, and their counsel shall be excluded from the deliberations. The board's legal counsel may attend the deliberations.~~

~~D. The board shall reconvene in open session when deliberations are complete. [Ord. 13-04 § 2.]~~

~~2.06.070 Board member disclosures.~~

~~When an investigation is convened in executive session to determine whether the respondent has violated Chapter 2.05 BMC, the board members will be requested to~~

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~~disclose any conflict of interest, ex parte communications, or other facts that may affect their qualification to hear the matter. After such a disclosure, the other members of the board shall determine whether a member shall be excused for cause. [Ord. 13-04 § 2.]~~

~~2.06.080 — Duty of cooperation.~~

~~A city official or the city manager subject to a complaint of a violation shall work cooperatively with the city clerk to establish a hearing date and shall appear at the place and time set for the hearing, regardless of the respondent's intentions concerning defense or exercise of other rights. Failure to appear, except when failure results from a serious condition or event that prevented the respondent's appearance, is a breach of respondent's duties under this chapter and in itself may result in a summary finding of violation by the board and imposition of remedies, penalties and disciplinary action under BMC 2.06.110. Nothing in this section shall prevent the rescheduling of a hearing for cause upon written request of the respondent or the complainant. [Ord. 13-04 § 2.]~~

~~2.06.090 Decisions on the record.~~

~~Using the identification number of the complaint of potential violation, the board shall vote in open session on these questions:~~

~~A. Whether the board finds by a preponderance of the evidence one (1) or more violations within the jurisdiction of the board; and~~

~~B. Whether the board recommends further administrative or remedial actions; and~~

~~C. What specific sanctions, corrective actions or referrals, if any, the board recommends.~~

~~D. If the board does not find a violation under Chapter 2.05 BMC, the board shall prepare a confidential statement of closure listing the complainant and respondent, the assigned identification number, the allegations, the hearing date, and the finding that no allegation was substantiated by the board in whole or in part, and the date of board closure. At the sole discretion of the respondent, the board may release the statement of closure as a public document. [Ord. 13-04 § 2.]~~

~~2.06.100 — Timely completion.~~

~~The board shall complete action on a complaint of potential violation and investigations within ninety (90) days of the filing of the complaint of potential violation. By a majority vote, the board may extend the completion date for up to an additional ninety (90) days, or longer for good cause shown. [Ord. 13-04 § 2.]~~

~~2.06.110 Sanctions, civil penalties and remedies.~~

~~Upon conviction for any violation of Chapter 2.05 BMC or after an investigation conducted by the board under this chapter, the board may impose (or recommend in~~

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~~the case of subsection A of this section) as a sanction, penalty, or remedy any or all of the following, as appropriate to the seriousness of the violation:~~

~~A. A recommendation to the city council that the office of a city councilmember or the position of city manager be declared vacant for a serious violation that is (1) flagrant or (2) willful and knowing.~~

~~B. A member of a board or commission may be removed from the board or commission.~~

~~C. A public or private reprimand may be given to the official.~~

~~D. The official may be ordered to refrain from voting, deliberating, or participating in any matter in violation of Chapter 2.05 BMC.~~

~~E. The committee assignments of an official may be revoked.~~

~~F. An official's privilege to travel at city expense on city business may be revoked or restricted.~~

~~G. A contract, or transaction or appointment, which was the subject of an official act or action of the city that involved the violation of a provision of Chapter 2.05 BMC, may be voided or terminated.~~

~~H. The official must forfeit or make restitution of any financial benefit received as a consequence of a violation of Chapter 2.05 BMC.~~

~~I. A civil fine of not more than one thousand dollars (\$1,000) per violation may be imposed. [Ord. 13-04 § 2.]~~

~~2.06.120 Record of proceedings and public record.~~

~~Permanent records and minutes shall be kept of board's proceedings. Such minutes shall record the vote of each member upon every question. Every decision or finding shall immediately be filed in the office of the city clerk, and shall be a public record open to inspection by any person. Every finding and recommendation shall be directed to the city council at the earliest possible date. [Ord. 13-04 § 2.]~~

~~2.06.130 Settlement of complaints.~~

~~A. The respondent in any case accepted for investigation may propose a resolution and settlement of the complaint. A proposed resolution and settlement will include the admitted violation of Chapter 2.05 BMC; the remedial actions agreed to by the respondent subject to the city council's concurrence; any proposed preventive actions to be undertaken to avoid similar violation by respondent or others in the future; and other matters required by the board.~~

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~~B. A proposed resolution and settlement is subject to approval by the board and has no effect unless approved by the board. The board will give the complaining person the opportunity to review and comment on the proposed resolution and settlement prior to approving it. Until approved by the board, a proposed resolution and settlement must be kept confidential.~~

~~C. The proposed resolution and settlement becomes public record upon final approval by the board. [Ord. 13-04 § 2.]~~

Chapter 2.06

BOARD OF ETHICS

2.06.010 Filing of the complaint, content and limitation of action.

A. Any person or entity, may file a complaint of unethical conduct of a city official, or municipal employee to the Board of Ethics by delivering to the City Clerk's Office a complaint alleging facts which, if true, would constitute a violation of Bethel Municipal Code 2.05.

B. A complaint shall:

1. Identify the section of the code of ethics alleged to have been violated and substantiate the complaint by providing a written explanation of the reason for believing that a violation has occurred with any documentary and testimonial evidence supporting the allegation.
2. Be signed and affirmed by the complainant.
3. Be filed within one year of the alleged violation.

C. Procedures.

1. When the complaint is filed in the City Clerk's Office, the city clerk shall;
 - a. date, number and log the confidential complaint.
 - b. send a copy of the complaint and attached document to the respondent with notice of the confidentiality requirements.

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2. The city clerk shall contact a hearing officer for appointment to screen the complaint. The hearing officer may request through the city clerk, public background material associated with the complaint.

3. The city clerk shall prepare and maintain a confidential file available only to the hearing officer and the respondent, which contains a copy of the complaint and associated documentation used by the hearing officer in their screening.

2.06.020 Settlement of complaint.

A. A resolution and settlement of any complaint may be presented at any time prior to the decision of the board and upon agreement of the parties and approval of the board.

B. A proposed resolution and settlement shall include remedial actions agreed to by the respondent; and any proposed preventative actions to be undertaken to avoid similar violation by respondent or others in the future.

C. A proposed resolution and settlement is has no effect unless approved by the board. The board will give the complaining person the opportunity to review and comment on the proposed resolution and settlement prior to approving it. Until approved by the board, a proposed resolution and settlement must be kept confidential.

D. The proposed resolution and settlement becomes public record upon final approval by the board.

2.06.030 Confidentiality.

A. The filing of a complaint and information gathered or obtained by the hearing officer during the screening, will take place under a confidential process. Confidentiality shall be maintained by the complainant, the respondent, the hearing officer, the board, the clerk, and all contacted municipal officials from the filing of the complaint, until such time the hearing officer has determined probable cause. If the hearing officer does not determine probable cause, the complaint shall remain confidential.

B. All third parties contacted who are not municipal officials shall be asked to maintain confidentiality.

C. All portions of board meetings held solely to make a decision are confidential and are held in closed adjudicatory session.

Introduced by: Council Member Albertson
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D. It is not a violation of this section for a person to contact an attorney or to participate in a criminal investigation.

E. The respondent may, in writing, wave the confidentially protection of this section as to the complaint, the response and associated documentation.

F. Prior to a determination of probable cause, if confidential provisions of this chapter are violated by anyone other than the respondent or the respondent's witness(s), the complaint shall be dismissed with prejudice.

2.06.040 Screening of the complaint.

A. The Hearing Officer shall within seven days review and screen each complaint forwarded to them to determine whether it contains allegations, which if true could constitute conduct in violation of Chapters 2.05.

B. The hearing officer shall then screen the complaint in closed adjudicatory session. The hearing officer's request for information to the city clerk and the responses shall be kept confidential between the hearing officer, the respondent and the city clerk's office.

C. After the screening, the hearing officer shall, by formal written order either accept the complaint in whole or in part or, reject the complaint in its entirety or remand the complaint to the appropriate agency. The formal order shall contain the hearing officer's findings and recommendations.

1. If the hearing officer accepts a complaint, in part or in whole, the clerk shall notify the complainant and respondent of the acceptance of the complaint.

a. The hearing officer through the city clerk's office shall request the respondent to provide full and fair disclosure of all facts and circumstances pertaining to the alleged violation(s). Misrepresentation of material facts in a response to the hearing officer from the respondent is a violation of this code. The respondent shall provide a response to the request through the city clerk's office within 10 calendar days filing period after notice of the hearing officer's acceptance of a complaint. If the 10-day filing period for response has expired, and no response has been received from the respondent, the clerk shall provide notice of lack of response to the hearing officer who shall proceed in determining probable causes.

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b. After the 10-day filling period for the respondent has closed, the hearing officer may continue with the investigation for up to an additional 10 days or may immediately proceed to determining probable cause.

2. If the hearing officer rejects the complaint, the city clerk shall within 10 calendar days from the decision, forward the written order of the hearing officer's rejection and a copy of the complaint to the complainant and respondent. All material associated with the rejected complaint shall be held confidentially unless the respondent waives the confidentiality protection.

3. If the hearing officer find allegations of a violation of municipal, state, or federal law outside the board's authority they shall reject the complaint in whole or in part and refer the complaint to the appropriate agency. If the complaint that is rejected shall be held confidentially and the referred complaint and associated documents shall be subject to public disclosure in accordance with or imposed by other provisions of law.

D. If an individual or entity files two or more complaints rejected by a hearing officer and directed at the same individual, the hearing officer may make a recommendation to the board of ethics if in their opinion the rejected complaints are for the purpose of harassment or to otherwise cause the individual public shame or embarrassment.

2.06.050 Probable cause for hearing.

A. The hearing officer shall consider all information gathered and determine whether there is probable cause to believe that a violation within the board's jurisdiction has occurred.

B. If probable cause is not found, all parties are notified and the information gathered for the screening remains confidential unless the respondent provides a written waiver of the release of confidentiality rights.

C. If probable cause is determined by the hearing officer the city clerk shall schedule a hearing with the board within 45 days of the hearing officer's formal written order. The chair may rule on a request for continuance or extension of the hearing date without calling a board meeting as long as there has been an opportunity for the other party to respond to the request for continuance. The continuance may be granted for good cause. The chair's determination shall be in writing and shall specify the date to which the deadline has been changed or the time frame which has been extended.

2.06.060 Procedures for hearing notification and the hearing record.

A. The notice of hearing shall be sent out by the city clerk to the complainant, respondent and the board and shall include:

1. The Complaint;
2. Documents submitted to the hearing officer in their screening of the complaint;
3. The hearing officer's formal written order;
4. Listing of relevant Bethel Municipal Code Chapters;
5. Notice that the parties may be represented by legal counsel at their own expense;
6. Notice of the hearing material filing deadline, which shall be at least 20 days prior to the hearing date. Material filing may include written arguments and exhibits. Submissions shall become part of the record and shall be mailed or personally served to the board members and the parties within seven business days after the written arguments and exhibits are due.
 - a. Any hearing material not filed by the deadline shall not be accepted by the city clerk. Evidence may be submitted at the time of the hearing if the board chair determines that the evidence was not discovered or could not have been obtained prior to the material filing deadline, or if the evidence is relevant and it is in the interest of justice that it be considered.
7. Notice of filing deadline for witness lists which shall be at least 20 days prior to the hearing date. Within five days after receipt of witness lists and requests for subpoenas, the city clerk shall serve the parties. Upon request by a party, the chair, on the board's behalf, may issue subpoenas as follows:
 - a. the parties may summon witnesses and request the production of records, books, and papers by the issuance of subpoenas;
 - b. subpoenas shall be served as prescribed by Rule 45 of the Alaska Rules of Civil Procedure. Failure of any person to comply with a subpoena or order issued by the board is a violation of city code. Remedies, enforcement actions and penalties for such violations shall be consistent with the terms of BMC Chapter 1.08. Such remedies are not exclusive and the city may

Introduced by: Council Member Albertson
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pursue any and all legal and equitable remedies available under law necessary to enforce such subpoenas and orders, including application to superior court.

8. Notice of the party's ability to settle the complaint as provided under BMC 2.06.020.
9. The board shall dispose of a complaint within 90 calendar days from the hearing officer's formal written order.

2.06.070 Board of ethics established.

A. There is hereby established a board of ethics.

B. The board shall be comprised of five members and one alternate member appointed by the mayor and confirmed by the council. At a minimum, one member of the board shall be a licensed attorney. Each member appointed and confirmed must be qualified in accordance with BMC 2.52.040. The alternate member shall have all the powers and duties of a regular member only while serving as a replacement for a regular member.

C. Members of the board shall not:

1. Hold other elected office, appointed position with the city or political party office;
2. Endorse or engage in any political or campaign activity on behalf of any candidate for public office; and

D. The members of the board shall annually elect a chair from among its members. If the chair is absent or has a conflict, the members shall elect another member to sit as presiding officer of that hearing.

E. A quorum of the board shall be a majority of all members who are not excused for cause, such as being the complainant, the respondent, a witness, having a conflict of interest, or other for cause recusal. However, in no event may a quorum be less than three (3).

F. In the event a quorum cannot be met due to disqualification of members, the case documentation and information shall be considered solely by a hearing officer.

G. Decisions of the board shall be adopted by a majority of the members who are qualified to act on the matter, where a quorum is present.

Introduced by: Council Member Albertson
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H. Unless the board delegates such authority to another member, the presiding officer shall have authority to make procedural decisions between board meetings on behalf of the board. Examples of matters that may be decided by such delegate include scheduling hearings, establishing pre-hearing requirements and filing deadlines for exhibits, witness lists, and deciding other procedural matters.

I. The presiding officer shall vote on every question, unless required to abstain for cause, and shall not have power to veto any action of the board.

J. Meetings of the board may be called by the chair or three members.

2.06.080 Function and authority.

The board of ethics has authority to perform the following functions:

A. Prescribe and promulgate rules and regulations governing its own internal organization and procedures in a manner consistent with this code;

B. Administer oaths, hold hearings, and take testimony, issue subpoenas, and consider and accept stipulations or possible settlement agreements, recommend disciplinary action to the appropriate appointing authority, assess penalties, and make referrals;

C. Make recommendations to the city council for amendments to Chapters 2.05 and 2.06.

2.06.090 Hearing procedures.

A. The board chair shall preside over the hearing and shall make all rulings on issues of procedure, continuances, form and conduct of the hearing and admissibility of evidence. Evidence not filed by the material filing deadline should only be accepted by the chair if the evidence was not discovered or could not have been obtained prior to the material filing deadline, or if the evidence is relevant and it is in the interest of justice that it be considered.

B. The chair may limit testimony by any person to reduce cumulative or repetitive testimony. The chair may vary the hearing procedures as long as the parties are afforded a fair and reasonable opportunity to be heard.

C. Technical rules of evidence do not apply, but the board's findings shall be based upon reliable and relevant evidence. All testimony and other evidence taken at the hearing shall be recorded and retained according to applicable records retention schedules.

D. The parties may each have the opportunity to be heard, and cross-examine witness, who shall testify under oath.

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E. The hearing shall be subject to the following order:

1. Introduction of the case by the chair;
2. Opening statement by complainant;
3. Opening statement by respondent;
4. Complainant witnesses:
 - a. Complainant questions witnesses
 - b. Respondent may cross-examine the complainant's witnesses;
 - c. Board members may ask questions of the complainant's witnesses;
5. Respondent's witnesses:
 - a. Respondent questions witnesses;
 - b. Complainant may cross-examine the respondent's witnesses;
 - c. Board members may ask questions of the complainant's witnesses;
6. Complainant's closing statement;
7. Respondent's closing statement;
8. Complainant rebuttal.
9. The board may move into a closed adjudicatory session to deliberate.
10. The board shall vote in open session on the following:
 - a. The board does or does not find by a preponderance of the evidence one or more violations within the jurisdiction of the board; and
 - b. The board does or does not provide recommendations to an appointing authority or supervisor for further administrative or remedial actions; and
 - c. What if any specific sanctions, corrective actions or referrals, the board recommends.

F. A finding of a violation of this code shall be supported by clear and convincing evidence presented at the hearing. The Board's decision shall be in writing, shall state it is a final decision, and shall state the parties have 30 days from the date of distribution to appeal to the Superior Court. The decision shall include findings of fact and

Introduced by: Council Member Albertson
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conclusions and shall be reasonably specific to provide a clear and precise understanding of the reason for the decision.

G. The board's decision shall be filed with the city clerk within 30 days after the completion of the hearing and served to the parties by the clerk within 10 days after the board's decision has been filed. Final administrative decisions may be appealed to the Superior Court per the Alaska Rules of Appellate Procedure, part 600.

2.06.100 Penalties and remedies.

A. The board, upon a finding of a violation of chapter 2.05, may singly or in combination:

1. Impose a civil fine of not more than \$5,000;
2. Order divestiture, establishment of a blind trust, restitution or forfeiture;
3. Order the municipal employee or city official to stop engaging in any official action related to the violation;
4. Recommend that the supervisor take disciplinary action, including dismissal. In the event the ethics board recommends disciplinary action and the appointing authority disagrees with the recommendation, the appointing authority must provide a written explanation for the appointing authority's action to the board within 14 days of the service of the board's decision.

B. If the board determines that a former municipal employee or city official has violated chapter 2.05, it shall issue a public statement of its findings, conclusions and recommendations. Additionally, it shall recommend the city seek all available recommended remedies.

C. Actions taken in violation of chapter 2.05 shall be treated as follows:

1. In addition to any other action provided by law, a city grant, contract, or lease entered into in violation of Chapter 2.05 is voidable by the city. In determining whether to void a grant, contract or lease, the interest of third parties who could be damaged may be taken into account. The City may give notice of intent to void a grant, contract or lease under this section no later than 30 days after the board's determination of a violation under this code.
2. Any city action taken in violation of Chapter 2.05 is voidable, except that the interest of third parties in the nature of the violation may be taken into account. The city may pursue any other available legal or equitable remedies.

Introduced by: Council Member Albertson
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D. Any municipal official that intentionally violates any provision of chapter 2.05 may be required to pay the city an additional civil penalty up to twice the amount that any person obtained as a result of the violation. This provision may be imposed in addition to any penalty imposed under subsection (A) (1) of this section.

E. A penalty imposed under this section is exclusive of and not instead of any other penalty that may be imposed according to law. To the extent that violations under this code are punishable in a criminal action, that section is in addition to the civil remedies in this code.

F. Any person that violates any provision of this code is liable in damages to the city for any losses or increased costs incurred by the city as a result of the violation.

G. A decision of the board is final. An appeal from a decision of the board may be appealed to the Superior Court per the Alaska Rules of Appellate Procedure.

2.06.110 Protection of public interest.

This code shall be liberally construed in favor of protecting the public interest in full disclosure of conflicts of interests and promoting high standards of ethical conduct for city government. However, the code shall be narrowly construed where it would limit or hinder an elected officials right and duty to vote or otherwise participate in any issue before the elected body or in performing their duties.

SECTION 4. Classification. This ordinance is of permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 5. Effective Date. This Ordinance shall become effective upon the approval by the Bethel City Council.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS __ DAY OF SEPTEMBER 2019, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: Finance Committee
Date: September 10, 2019
Public Hearing: September 24, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #19-20

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 4.04.090 OF THE BETHEL MUNICIPAL CODE, AUDIT

WHEREAS, the City is required by BMC 4.04.090 to complete its annual audit within 150 days following fiscal year end;

WHEREAS, when the City expends \$750,000 or more during its fiscal year of state and/or federal assistance it is required by Alaska Administrative Code 2 AAC 45.010(a) to have an audit completed and submitted within the earlier of 30 calendar days after the audit report is completed, or 270 days (nine months) after the end of the audit period;

WHEREAS, when the City expends \$750,000 or more in Federal awards, it is required by the Code of Federal Regulations 2CFR Subpart F §200.501 and 2CFR Subpart F §200.512 to have an audit completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period;

WHEREAS, the City has met the requirement of BMC 4.04.090 three (3) times in the past 15 audits;

WHEREAS, the City has a history of high staff turnover in all Finance Department positions, resulting the inability to consistently meet the requirement of BMC 4.04.090;

WHEREAS, it is in the best interest of the City to revise BMC 4.04.090 to coincide with the audit report deadlines established by the State of Alaska and the Federal Government.

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

SECTION 1. Classification. This ordinance is shall become effective upon passage by the Bethel City Council.

SECTION 2. Amendment. The Bethel Municipal Code Section 4.04.090 is amended as follows (new language is underlined and old language is stricken out):

4.04.090 Audit. An independent audit shall be made of all accounts of the city at least annually, and more frequently if deemed necessary by the council. The annual audit shall be made by certified public accountants employed by the council, and shall be completed within one hundred fifty two hundred seventy (~~150 270~~) days following the close of the fiscal year. An analysis of the audit shall be made public by the council.

Introduced by: Finance Committee
Date: September 10, 2019
Public Hearing: September 24, 2019
Action:
Vote:

SECTION 2. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS ____ DAY OF SEPTEMBER 2019, BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk



333 Willoughby Avenue, 11th floor
P.O. Box 110405
Juneau, Alaska 99811-0405

Tel (907) 465-2388
FAX (907) 465-2902
E-mail: ambba@revenue.state.ak.us

August 22, 2019

Mr. Bill Howell
Acting City Manager
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Dear Mr. Howell,

Our auditors, BDO USA, LLP, are engaged in an audit of our financial statements. In connection therewith, please indicate in the space provided whether or not the details of bonds purchased by the Alaska Municipal Bond Bank Authority at June 30, 2019, as shown below, agrees with your records.

Series	Issue Date	Original Amount	Balance Due June 30, 2019	Interest Paid July 1, 2018 - June 30, 2019
2016-3/4 (R-07- 3	11/3/2016	\$2,000,000	\$1,835,000	\$89,750

After signing please email your reply to Jin Yeong Chi at JChi@BDO.com; additionally, please mail your reply in the enclosed stamped, addressed envelope directly to BDO USA, LLP, 3601 C Street, Suite 600, Anchorage, AK 99503, attention Jin Yeong Chi.

Regards,

A handwritten signature in black ink, appearing to read "Ryan Williams".

Ryan Williams
Finance Director
Alaska Municipal Bond Bank Authority
Email: ryan.williams@alaska.gov
Phone: (907) 465-2893

The above information is correct:

Christine Blake 9/2/19
Signature Date

Exceptions noted are: _____

Department of Commerce, Community, and Economic Development
**DIVISION OF COMMUNITY AND REGIONAL
AFFAIRS**

SOA / DCCED / DCRA / Local Government Online / Financial Management / Financial Audits and Statements

LOCAL GOVERNMENT ONLINE (LOGON)

Financial Management

Audits and Certified Financial Statements

▼ Introduction

Money received by a local government is public money. Each local government has a responsibility to manage its money in a manner that ensures the best interests of the public are being served. To help ensure public funds are properly accounted for, Alaska law requires all municipalities to submit an annual audit, except for second class cities, which may, generally, submit either an audit or a statement of annual income and expenditures commonalty called a certified financial statement.

▼ Narrative

Subject municipalities and unincorporated communities must provide a copy of their audit, or of their certified financial statement by resolution of the local governing body, to the Division of Community and Regional Affairs (DCRA) each year in order to receive available community revenue sharing funds.

Any entity, including a second class city, that expends a cumulative total of \$750,000 or more in either state or federal financial assistance during a fiscal year is required to submit a single audit for that fiscal year.

In addition to meeting legal requirements, an audit or certified financial statement provides organizations a tool for determining how effective they have been in meeting their financial goals.

An *annual audit* is an independent examination of an organization's financial transactions and accounts for an entire fiscal year. State law requires that the audit be completed by a public accountant who has no personal interest in the fiscal affairs of the municipality. The audit report should state what has been audited and whether the organization's financial information is presented fairly, in accordance with generally accepted accounting principles. A report of the auditor's comments and recommendations might also be provided.

A *state or federal single audit* is similar to an annual audit, but includes reports which examine the entity's system of internal controls and whether the organization has complied with the rules and regulations associated with the major state or federal funding program(s) from which it received financial assistance.

A *certified financial statement (CFS)* is a report of revenues and expenditures compared to the budget for a fiscal year, accompanied by a resolution of the governing body verifying that the information in the statement is true and correct. The financial statement can be prepared by local staff, rather than a public accountant. For state revenue sharing purposes, second class cities in Alaska may submit a certified financial statement instead of an audit. Every year, DCRA sends a Certified Financial Statement Manual to second class cities. The manual contains forms and instructions for completing an annual certified financial statement.

▼ Frequently Asked Questions

Is an annual audit required by law?

Yes. Alaska law requires all municipalities to provide an annual audit, or in the case of second class cities, a certified financial statement.

However, state and federal law require that an entity provide a *state or federal single audit* if it **spends** \$750,000 or more in federal or state financial assistance during a fiscal year. Information about the state and federal single audit requirements is included in the financial assistance agreements. If a community gets an audit that complies with state or federal single audit requirements, it is not required to then have a second audit or certified financial statement prepared under state statute. The *single audit* standards satisfy the state audit requirements for municipalities.

Local ordinances may have additional audit requirements and procedures.

Are federal and state funds awarded to an entity, but managed and administered by a state agency or other third party on behalf of the entity, included in the \$750,000 threshold for federal single audits?

State or federal pass-through funds or “on behalf” payments generally count toward the federal or state threshold – but there are some exceptions. For answers to specific questions, it is best to contact the granting agencies and the State of Alaska single audit coordinator (phone: 907-456-4666; Email: single.audit@alaska.gov).

If federal funds are passed through a state agency, are they still considered federal funds for audit purposes?

Yes, federal funds remain federal even if they are passed through a state agency.

Can municipalities hire any accountant to perform an audit?

No. State law requires that an audit be performed by a public accountant who has no personal interest either directly or indirectly in the financial affairs of the municipality. Government Auditing Standards referenced in the Alaska Administrative Code require that *state or federal single audits* be performed by a certified public accountant with specific training in governmental accounting and auditing standards.

What is the difference between a single audit and a program audit?

A *single audit* is an audit of the whole organization and all its state and federal financial assistance. A *program audit* is an audit of a particular grant or program for which funds are

received, and is only necessary if required as a condition of that particular grant or program. Program audits alone do not satisfy the annual audit requirements for municipalities.

How much does an annual audit cost?

The cost of an audit will depend on the type of audit, the level of detail, the complexity of the entity's financial records, how well organized the financial records and documents are, and the time it takes to complete the audit. Contact at least three auditing firms to get a cost estimate. Generally, audit costs range from \$5,000 to \$15,000, but if your financial records are not organized or properly maintained, it will be difficult to complete an audit, and your cost will be much higher.

Your governing body should budget for the cost of the audit. Failure to budget for the cost of an audit is not a valid excuse for failing to have an audit performed.

Can state or federal grant funds be used to pay the cost of an audit?

Audit costs can be legitimate costs of administering state or federal financial assistance, depending on the award agreement and on the policies established by the granting agency/agencies. The portion of the audit cost applied to the grant(s) must be approved by the funding agency/agencies, and all audit costs should be fully documented.

How do we prepare for an audit?

An auditor and the entity being audited each have responsibilities that should be spelled out in a written agreement signed by both parties before any work begins. When hiring an auditor, specify what type of audit your organization needs. The auditor should provide a list of what information is required to prepare for the audit (e.g. ledgers, grant agreements, invoices and receipts, bank statements, policies, etc.). Collect all the necessary files and documents and have them ready for the auditor. Providing well organized files and ledgers with clear, accurate, and up-to-date records and background documentation will greatly reduce your audit cost: the less time the auditor must spend searching for documents, the lower your cost will be.

Who should receive copies of the audit or certified financial statement?

In order to receive available community revenue sharing funds from the state, eligible entities must provide a copy of their annual audit or certified financial statement to DCRA.

For state single audits, the entity must provide the Alaska Department of Administration sufficient copies for each state agency from which financial assistance was received. *Federal single audits* should be submitted to the Federal Audit Clearinghouse.

All records of a public entity that are not expressly confidential are open to the public. Audits and annual financial statements are no exceptions. Alaska law stipulates that copies of an audit shall be available to the public upon request. The municipality may charge for copies given to the public, but it may only charge what it costs to produce the copy.

When is an audit or certified financial statement due?

It depends on the type of audit, and the purpose of the audit. To receive available community revenue sharing funds, eligible entities must submit an application no later than June 1 of the computation year. They must also submit an audit or certified financial statement for the fiscal year preceding January 1 of the computation year. The audit or statement may be submitted later

than the application, but funding will not be released until the audit or statement is submitted. Funding will lapse after two years from the beginning of the application year. State and federal single audits are due the earlier of 30 days after the entity receives its audit report, or nine months after the end of the audit period.

▼ Additional Resources

Publications:

- Audit Guide and Compliance Supplement for State Single Audits (Alaska Department of Administration, Division of Finance)
- Certified Financial Statement forms
- Reporting Manual and Forms for Second Class Cities
- Model Financial Record Keeping System, Chapter 13: Formal Audits

Recommended web site search topics:

- Alaska single audit coordinator
- Alaska Department of Administration
- Office of Management and Budget Circulars
- Certified Financial Statement

▼ Applicable Laws and Regulations

Alaska Statutes

- AS 29.35.120 Annual audit.
- AS 29.60.850 Community Revenue Sharing Program Statutes.
- AS 29.60.879 Community Revenue Sharing Program Statutes.

Alaska Administrative Code

- 2 AAC 45.010 Audit Requirement.
- 2 AAC 45.070 Applicability.
- 2 AAC 45.080 Exemptions from Financial Assistance.
- 2 AAC 45.085 Waiver of Audit Requirements.
- 2 AAC 45.090 Definitions.
- 3 AAC 180.010-.900 Community Revenue Sharing Program.

Revised 8/18/2015



The Alaska State Legislature

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31st Legislature(2019-2020)
Alaska Statutes 2018
[AS 29.35.120](#)

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Sec. 29.35.120. Annual audit.

(a) The governing body shall provide for an annual independent audit of the accounts and financial transactions of the municipality or, in the case of a second class city, an audit or statement of annual income and expenditures. To make the audit the governing body shall designate a public accountant who has no personal interest, direct or indirect, in the fiscal affairs of the municipality. Copies of the audit shall be available to the public upon request.

(b) This section applies to home rule and general law municipalities.

2 AAC 45.010. Audit requirements (a) A state agency that enters into a financial assistance agreement to provide financial assistance to an entity shall, in coordination with any other state agencies providing financial assistance to that entity, require that entity to submit to the department an audit of the recipient entity if that entity is subject to an audit under this section. The audit must be conducted and submitted as described in this section. In order to ensure compliance with this subsection, a state agency must include the audit requirements of this section in any financial assistance agreement subject to this subsection. (b) An entity that expends financial assistance with a cumulative total of \$750,000 or more during the entity's fiscal year shall submit an audit report for the audit period to the department, by (1) the earlier of (A) 30 days after the entity receives its audit report for the audit period; or (B) nine months after the end of the audit period; or (2) a later date than the date calculated under (1) of this subsection, if (A) the state agency that provides the financial assistance agrees to the change of date; and (B) the agreement under (A) of this paragraph is made in (i) writing; and (ii) advance of the date calculated under (1) of this subsection. (c) An audit required by this section must be conducted by an independent auditor, according to the following audit standards effective at the time of review for the audit period: (1) Government Auditing Standards, 2011 Revision, adopted by the comptroller general of the United States, and adopted by reference; (2) generally accepted auditing standards, as accepted by the American Institute of Certified Public Accountants in the Codification of Statements on Auditing Standards, January 2017 revision for the type of entity being audited, adopted by reference; (3) State of Alaska Audit Guide and Compliance Supplement for State Single Audits, May 2017 revision, prepared by the department, adopted by reference. (d) The audit required under this section must report on the following: (1) the system of internal controls of the entity and the auditor's identification of significant deficiencies and material weaknesses of the entity, using the applicable standards set out in (c) of this section; (2) the entity's compliance with applicable state statutes and regulations and applicable financial assistance agreements affecting the expenditure of the financial assistance; the report must identify findings and known questioned costs that exceed \$5,000 in the aggregate for all transactions of expenditures tested for the financial assistance being audited; (3) the entity's financial statements; (4) the schedule of state financial assistance; (5) the schedule of findings and questioned costs. (e) As part of the audit report required under this section, the entity must provide (1) written comments on any (A) findings; (B) known questioned costs; (C) significant deficiencies, including material weaknesses; and (D) recommendations contained in the audit report; (2) the entity's plan for corrective action, if any findings are identified or any recommendations are made in the audit report; (3) the status of the entity's implementation of any plans for corrective actions related to (A) the audit reports required under this section for the fiscal year before the audit period; and (B) unresolved findings of audit reports required by this section for audit periods before those specified in (A) of this paragraph; and (4) a written explanation of the reasons why corrective action will not be taken if the entity does not intend to take corrective action on the findings and recommendations in any audit report required by this section. (f) An audit report required under this section need not evaluate the effectiveness of a program funded by financial assistance. However, a program evaluation or financial monitoring may be conducted by the state agency or requested of the entity by the state agency that entered into the financial assistance agreement. (g) An audit required by this section must cover the entire operations of the entity. (h) An entity shall provide the department with sufficient copies of each audit report to allow submission of a copy to each state agency providing financial assistance to the entity. The department will determine if auditing standards have been met and will forward a copy of the audit to the appropriate state agencies. The department will coordinate the assignment of the resolution to one state agency, if the exceptions concern more than one state agency. The applicable state agency providing financial assistance to the entity must meet its responsibilities under other law for ensuring compliance with the audit report. (i) Unless additional audit requirements are imposed by state or federal law, a state agency that provides financial assistance to an entity shall accept the audit required by this section in satisfaction of any other audit requirement. If additional audit work is necessary to meet the needs of a state agency, the audit work must be based on the audit required by this section. Nothing in this subsection authorizes a state agency to seek payment from the entity for the additional audit work. (j) A third party that receives financial assistance through an entity, in an amount described in this section, is subject to the applicable requirements of this section. An entity that disburses \$750,000 or more in state financial assistance to a third party shall ensure that the third party complies with the requirements of this section. That entity shall also ensure that appropriate corrective action is taken within six months after a

third party's noncompliance with an applicable state statute or regulation, or financial assistance agreement, is disclosed. (k) Repealed 7/1/98. (l) For purposes of this section, if an entity has not identified its fiscal year, that entity's fiscal year is July 1 through June 30. (m) Financial assistance in the following form is not included when calculating whether an entity meets the threshold monetary requirement under (b) of this section: (1) community revenue sharing money provided under AS 29.60.850 - 29.60.879; (2) repealed 3/31/2008; (3) aviation fuel tax money provided under AS 43.40.010; (4) electric and telephone cooperative gross revenue tax refunds provided under AS 10.25.570; (5) alcoholic beverage license fee refunds provided under AS 04.11.610; (6) fisheries tax refunds provided under AS 29.60.450, AS 43.75.130, and AS 43.77.060; (7) PERS/TRS relief funding under money appropriated to pay employer unfunded liability attributable to the entity under AS 14.25 and AS 39.35; (8) money expended for projects that are solely managed, supervised, and controlled by the Alaska Energy Authority under AS 44.83 and turned over to the grantee at the conclusion of the project. (n) Financial assistance in a form listed in (m) of this section is not exempt from compliance testing if the entity meets the threshold monetary requirement under (b) of this section. (o) Repealed 7/1/98.

close

OMB Guidance

§ 200.501

5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205-46(a)).

(d) *Commercial air travel.* (1) Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:

- (i) Require circuitous routing;
- (ii) Require travel during unreasonable hours;
- (iii) Excessively prolong travel;
- (iv) Result in additional costs that would offset the transportation savings; or

(v) Offer accommodations not reasonably adequate for the traveler's medical needs. The non-Federal entity must justify and document these conditions on a case-by-case basis in order for the use of first-class or business-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal government will generally not question a non-Federal entity's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-Federal entity can demonstrate that such airfare was not available in the specific case.

(e) *Air travel by other than commercial carrier.* Costs of travel by non-Federal entity-owned, -leased, or -chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of airfare as provided for in paragraph (d) of this section, is unallowable.

§ 200.475 Trustees.

Travel and subsistence costs of trustees (or directors) at IHEs and nonprofit organizations are allowable. See also § 200.474 Travel costs.

Subpart F—Audit Requirements

GENERAL

§ 200.500 Purpose.

This part sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards.

AUDITS

§ 200.501 Audit requirements.

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503 Relation to other audit requirements,

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but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC)*. Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors*. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors*. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance re-

sponsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

§ 200.502 Basis for determining Federal awards expended.

(a) *Determining Federal awards expended*. The determination of when a Federal award is expended should be based on when the activity related to the Federal award occurs. Generally, the activity pertains to events that require the non-Federal entity to comply with Federal statutes, regulations, and the terms and conditions of Federal awards, such as: expenditure/expense transactions associated with awards including grants, cost-reimbursement contracts under the FAR, compacts with Indian Tribes, cooperative agreements, and direct appropriations; the disbursement of funds to subrecipients; the use of loan proceeds under loan and loan guarantee programs; the receipt of property; the receipt of surplus property; the receipt or use of program income; the distribution or use of food commodities; the disbursement of amounts entitling the non-Federal entity to an interest subsidy; and the period when insurance is in force.

(b) *Loan and loan guarantees (loans)*. Since the Federal government is at risk for loans until the debt is repaid, the following guidelines must be used to calculate the value of Federal awards expended under loan programs, except as noted in paragraphs (c) and (d) of this section:

(1) Value of new loans made or received during the audit period; plus

(2) Beginning of the audit period balance of loans from previous years for which the Federal government imposes continuing compliance requirements; plus

(3) Any interest subsidy, cash, or administrative cost allowance received.

(c) *Loan and loan guarantees (loans) at IHEs*. When loans are made to students of an IHE but the IHE does not make the loans, then only the value of loans made during the audit period must be considered Federal awards expended in that audit period. The balance of loans

for previous audit periods is not included as Federal awards expended because the lender accounts for the prior balances.

(d) *Prior loan and loan guarantees (loans).* Loans, the proceeds of which were received and expended in prior years, are not considered Federal awards expended under this part when the Federal statutes, regulations, and the terms and conditions of Federal awards pertaining to such loans impose no continuing compliance requirements other than to repay the loans.

(e) *Endowment funds.* The cumulative balance of Federal awards for endowment funds that are federally restricted are considered Federal awards expended in each audit period in which the funds are still restricted.

(f) *Free rent.* Free rent received by itself is not considered a Federal award expended under this part. However, free rent received as part of a Federal award to carry out a Federal program must be included in determining Federal awards expended and subject to audit under this part.

(g) *Valuing non-cash assistance.* Federal non-cash assistance, such as free rent, food commodities, donated property, or donated surplus property, must be valued at fair market value at the time of receipt or the assessed value provided by the Federal agency.

(h) *Medicare.* Medicare payments to a non-Federal entity for providing patient care services to Medicare-eligible individuals are not considered Federal awards expended under this part.

(i) *Medicaid.* Medicaid payments to a subrecipient for providing patient care services to Medicaid-eligible individuals are not considered Federal awards expended under this part unless a state requires the funds to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

(j) *Certain loans provided by the National Credit Union Administration.* For purposes of this part, loans made from the National Credit Union Share Insurance Fund and the Central Liquidity Facility that are funded by contributions from insured non-Federal entities are not considered Federal awards expended.

§ 200.503 Relation to other audit requirements.

(a) An audit conducted in accordance with this part must be in lieu of any financial audit of Federal awards which a non-Federal entity is required to undergo under any other Federal statute or regulation. To the extent that such audit provides a Federal agency with the information it requires to carry out its responsibilities under Federal statute or regulation, a Federal agency must rely upon and use that information.

(b) Notwithstanding subsection (a), a Federal agency, Inspectors General, or GAO may conduct or arrange for additional audits which are necessary to carry out its responsibilities under Federal statute or regulation. The provisions of this part do not authorize any non-Federal entity to constrain, in any manner, such Federal agency from carrying out or arranging for such additional audits, except that the Federal agency must plan such audits to not be duplicative of other audits of Federal awards. Prior to commencing such an audit, the Federal agency or pass-through entity must review the FAC for recent audits submitted by the non-Federal entity, and to the extent such audits meet a Federal agency or pass-through entity's needs, the Federal agency or pass-through entity must rely upon and use such audits. Any additional audits must be planned and performed in such a way as to build upon work performed, including the audit documentation, sampling, and testing already performed, by other auditors.

(c) The provisions of this part do not limit the authority of Federal agencies to conduct, or arrange for the conduct of, audits and evaluations of Federal awards, nor limit the authority of any Federal agency Inspector General or other Federal official. For example, requirements that may be applicable under the FAR or CAS and the terms and conditions of a cost-reimbursement contract may include additional applicable audits to be conducted or arranged for by Federal agencies.

(d) Federal agency to pay for additional audits. A Federal agency that

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conducts or arranges for additional audits must, consistent with other applicable Federal statutes and regulations, arrange for funding the full cost of such additional audits.

(e) Request for a program to be audited as a major program. A Federal awarding agency may request that an auditee have a particular Federal program audited as a major program in lieu of the Federal awarding agency conducting or arranging for the additional audits. To allow for planning, such requests should be made at least 180 calendar days prior to the end of the fiscal year to be audited. The auditee, after consultation with its auditor, should promptly respond to such a request by informing the Federal awarding agency whether the program would otherwise be audited as a major program using the risk-based audit approach described in § 200.518 Major program determination and, if not, the estimated incremental cost. The Federal awarding agency must then promptly confirm to the auditee whether it wants the program audited as a major program. If the program is to be audited as a major program based upon this Federal awarding agency request, and the Federal awarding agency agrees to pay the full incremental costs, then the auditee must have the program audited as a major program. A pass-through entity may use the provisions of this paragraph for a sub-recipient.

§ 200.504 Frequency of audits.

Except for the provisions for biennial audits provided in paragraphs (a) and (b) of this section, audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to under-

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go its audits pursuant to this part biennially.

§ 200.505 Sanctions.

In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in § 200.338 Remedies for non-compliance.

§ 200.506 Audit costs.

See § 200.425 Audit services.

§ 200.507 Program-specific audits.

(a) *Program-specific audit guide available.* In many cases, a program-specific audit guide will be available to provide specific guidance to the auditor with respect to internal controls, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement beginning with the 2014 supplement including Federal awarding agency contact information and a Web site where a copy of the guide can be obtained. When a current program-specific audit guide is available, the auditor must follow GAGAS and the guide when performing a program-specific audit.

(b) *Program-specific audit guide not available.* (1) When a program-specific audit guide is not available, the auditee and auditor must have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit.

(2) The auditee must prepare the financial statement(s) for the Federal program that includes, at a minimum, a schedule of expenditures of Federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule, a summary schedule of prior audit findings consistent with the requirements of § 200.511 Audit findings follow-up, paragraph (b), and a corrective action plan consistent with the requirements of § 200.511 Audit findings follow-up, paragraph (c).

(3) The auditor must:

(i) Perform an audit of the financial statement(s) for the Federal program in accordance with GAGAS;

(ii) Obtain an understanding of internal controls and perform tests of internal controls over the Federal program consistent with the requirements of § 200.514 Scope of audit, paragraph (c) for a major program;

(iii) Perform procedures to determine whether the auditee has complied with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on the Federal program consistent with the requirements of § 200.514 Scope of audit, paragraph (d) for a major program;

(iv) Follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with the requirements of § 200.511 Audit findings follow-up, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding; and

(v) Report any audit findings consistent with the requirements of § 200.516 Audit findings.

(4) The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:

(i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is presented fairly in all material respects in accordance with the stated accounting policies;

(ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;

(iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and

material effect on the Federal program; and

(iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program in a format consistent with § 200.515 Audit reporting, paragraph (d)(1) and findings and questioned costs consistent with the requirements of § 200.515 Audit reporting, paragraph (d)(3).

(c) *Report submission for program-specific audits.* (1) The audit must be completed and the reporting required by paragraph (c)(2) or (c)(3) of this section submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by Federal law or regulation, the auditee must make report copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

(2) When a program-specific audit guide is available, the auditee must electronically submit to the FAC the data collection form prepared in accordance with § 200.512 Report submission, paragraph (b), as applicable to a program-specific audit, and the reporting required by the program-specific audit guide.

(3) When a program-specific audit guide is not available, the reporting package for a program-specific audit must consist of the financial statement(s) of the Federal program, a summary schedule of prior audit findings, and a corrective action plan as described in paragraph (b)(2) of this section, and the auditor's report(s) described in paragraph (b)(4) of this section. The data collection form prepared in accordance with § 200.512 Report submission, paragraph (b), as applicable to a program-specific audit, and one copy of this reporting package must be electronically submitted to the FAC.

(d) *Other sections of this part may apply.* Program-specific audits are subject to:

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(1) 200.500 Purpose through 200.503 Relation to other audit requirements, paragraph (d);

(2) 200.504 Frequency of audits through 200.506 Audit costs;

(3) 200.508 Auditee responsibilities through 200.509 Auditor selection;

(4) 200.511 Audit findings follow-up;

(5) 200.512 Report submission, paragraphs (e) through (h);

(6) 200.513 Responsibilities;

(7) 200.516 Audit findings through 200.517 Audit documentation;

(8) 200.521 Management decision, and

(9) Other referenced provisions of this part unless contrary to the provisions of this section, a program-specific audit guide, or program statutes and regulations.

AUDITEES

§ 200.508 Auditee responsibilities.

The auditee must:

(a) Procure or otherwise arrange for the audit required by this part in accordance with § 200.509 Auditor selection, and ensure it is properly performed and submitted when due in accordance with § 200.512 Report submission.

(b) Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with § 200.510 Financial statements.

(c) Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with § 200.511 Audit findings follow-up, paragraph (b) and § 200.511 Audit findings follow-up, paragraph (c), respectively.

(d) Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

§ 200.509 Auditor selection.

(a) *Auditor procurement.* In procuring audit services, the auditee must follow the procurement standards prescribed by the Procurement Standards in §§ 200.317 Procurement by states through 20.326 Contract provisions of

Subpart D- Post Federal Award Requirements of this part or the FAR (48 CFR part 42), as applicable. When procuring audit services, the objective is to obtain high-quality audits. In requesting proposals for audit services, the objectives and scope of the audit must be made clear and the non-Federal entity must request a copy of the audit organization's peer review report which the auditor is required to provide under GAGAS. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of peer and external quality control reviews, and price. Whenever possible, the auditee must make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, or the FAR (48 CFR part 42), as applicable.

(b) *Restriction on auditor preparing indirect cost proposals.* An auditor who prepares the indirect cost proposal or cost allocation plan may not also be selected to perform the audit required by this part when the indirect costs recovered by the auditee during the prior year exceeded \$1 million. This restriction applies to the base year used in the preparation of the indirect cost proposal or cost allocation plan and any subsequent years in which the resulting indirect cost agreement or cost allocation plan is used to recover costs.

(c) *Use of Federal auditors.* Federal auditors may perform all or part of the work required under this part if they comply fully with the requirements of this part.

§ 200.510 Financial statements.

(a) *Financial statements.* The auditee must prepare financial statements that reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited. The financial statements must be for the same organizational unit and fiscal year that is chosen to meet the requirements of

this part. However, non-Federal entity-wide financial statements may also include departments, agencies, and other organizational units that have separate audits in accordance with § 200.514 Scope of audit, paragraph (a) and prepare separate financial statements.

(b) *Schedule of expenditures of Federal awards.* The auditee must also prepare a schedule of expenditures of Federal awards for the period covered by the auditee's financial statements which must include the total Federal awards expended as determined in accordance with § 200.502 Basis for determining Federal awards expended. While not required, the auditee may choose to provide information requested by Federal awarding agencies and pass-through entities to make the schedule easier to use. For example, when a Federal program has multiple Federal award years, the auditee may list the amount of Federal awards expended for each Federal award year separately. At a minimum, the schedule must:

(1) List individual Federal programs by Federal agency. For a cluster of programs, provide the cluster name, list individual Federal programs within the cluster of programs, and provide the applicable Federal agency name. For R&D, total Federal awards expended must be shown either by individual Federal award or by Federal agency and major subdivision within the Federal agency. For example, the National Institutes of Health is a major subdivision in the Department of Health and Human Services.

(2) For Federal awards received as a subrecipient, the name of the pass-through entity and identifying number assigned by the pass-through entity must be included.

(3) Provide total Federal awards expended for each individual Federal program and the CFDA number or other identifying number when the CFDA information is not available. For a cluster of programs also provide the total for the cluster.

(4) Include the total amount provided to subrecipients from each Federal program.

(5) For loan or loan guarantee programs described in § 200.502 Basis for determining Federal awards expended, paragraph (b), identify in the notes to

the schedule the balances outstanding at the end of the audit period. This is in addition to including the total Federal awards expended for loan or loan guarantee programs in the schedule.

(6) Include notes that describe that significant accounting policies used in preparing the schedule, and note whether or not the non-Federal entity elected to use the 10% de minimis cost rate as covered in § 200.414 Indirect (F&A) costs.

§ 200.511 Audit findings follow-up.

(a) *General.* The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings. The auditee must also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan must include the reference numbers the auditor assigns to audit findings under § 200.516 Audit findings, paragraph (c). Since the summary schedule may include audit findings from multiple years, it must include the fiscal year in which the finding initially occurred. The corrective action plan and summary schedule of prior audit findings must include findings relating to the financial statements which are required to be reported in accordance with GAGAS.

(b) *Summary schedule of prior audit findings.* The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. The summary schedule must also include audit findings reported in the prior audit's summary schedule of prior audit findings except audit findings listed as corrected in accordance with paragraph (b)(1) of this section, or no longer valid or not warranting further action in accordance with paragraph (b)(3) of this section.

(1) When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

(2) When audit findings were not corrected or were only partially corrected, the summary schedule must describe the reasons for the finding's recurrence

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and planned corrective action, and any partial corrective action taken. When corrective action taken is significantly different from corrective action previously reported in a corrective action plan or in the Federal agency's or pass-through entity's management decision, the summary schedule must provide an explanation.

(3) When the auditee believes the audit findings are no longer valid or do not warrant further action, the reasons for this position must be described in the summary schedule. A valid reason for considering an audit finding as not warranting further action is that all of the following have occurred:

(i) Two years have passed since the audit report in which the finding occurred was submitted to the FAC;

(ii) The Federal agency or pass-through entity is not currently following up with the auditee on the audit finding; and

(iii) A management decision was not issued.

(c) *Corrective action plan.* At the completion of the audit, the auditee must prepare, in a document separate from the auditor's findings described in § 200.516 Audit findings, a corrective action plan to address each audit finding included in the current year auditor's reports. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

§ 200.512 Report submission.

(a) *General.* (1) The audit must be completed and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

(2) Unless restricted by Federal statutes or regulations, the auditee must

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make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

(b) *Data Collection.* The FAC is the repository of record for Subpart F—Audit Requirements of this part reporting packages and the data collection form. All Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC.

(1) The auditee must submit required data elements described in Appendix X to Part 200—Data Collection Form (Form SF-SAC), which state whether the audit was completed in accordance with this part and provides information about the auditee, its Federal programs, and the results of the audit. The data must include information available from the audit required by this part that is necessary for Federal agencies to use the audit to ensure integrity for Federal programs. The data elements and format must be approved by OMB, available from the FAC, and include collections of information from the reporting package described in paragraph (c) of this section. A senior level representative of the auditee (e.g., state controller, director of finance, chief executive officer, or chief financial officer) must sign a statement to be included as part of the data collection that says that the auditee complied with the requirements of this part, the data were prepared in accordance with this part (and the instructions accompanying the form), the reporting package does not include protected personally identifiable information, the information included in its entirety is accurate and complete, and that the FAC is authorized to make the reporting package and the form publicly available on a Web site.

(2) *Exception for Indian Tribes.* An auditee that is an Indian tribe may opt not to authorize the FAC to make the reporting package publicly available on a Web site, by excluding the authorization for the FAC publication in the statement described in paragraph (b)(1) of this section. If this option is exercised, the auditee becomes responsible for submitting the reporting package

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directly to any pass-through entities through which it has received a Federal award and to pass-through entities for which the summary schedule of prior audit findings reported the status of any findings related to Federal awards that the pass-through entity provided. Unless restricted by Federal statute or regulation, if the auditee opts not to authorize publication, it must make copies of the reporting package available for public inspection.

(3) Using the information included in the reporting package described in paragraph (c) of this section, the auditor must complete the applicable data elements of the data collection form. The auditor must sign a statement to be included as part of the data collection form that indicates, at a minimum, the source of the information included in the form, the auditor's responsibility for the information, that the form is not a substitute for the reporting package described in paragraph (c) of this section, and that the content of the form is limited to the collection of information prescribed by OMB.

(c) *Reporting package.* The reporting package must include the:

(1) Financial statements and schedule of expenditures of Federal awards discussed in § 200.510 Financial statements, paragraphs (a) and (b), respectively;

(2) Summary schedule of prior audit findings discussed in § 200.511 Audit findings follow-up, paragraph (b);

(3) Auditor's report(s) discussed in § 200.515 Audit reporting; and

(4) Corrective action plan discussed in § 200.511 Audit findings follow-up, paragraph (c).

(d) *Submission to FAC.* The auditee must electronically submit to the FAC the data collection form described in paragraph (b) of this section and the reporting package described in paragraph (c) of this section.

(e) *Requests for management letters issued by the auditor.* In response to requests by a Federal agency or pass-through entity, auditees must submit a copy of any management letters issued by the auditor.

(f) *Report retention requirements.* Auditees must keep one copy of the data collection form described in para-

graph (b) of this section and one copy of the reporting package described in paragraph (c) of this section on file for three years from the date of submission to the FAC.

(g) *FAC responsibilities.* The FAC must make available the reporting packages received in accordance with paragraph (c) of this section and § 200.507 Program-specific audits, paragraph (c) to the public, except for Indian tribes exercising the option in (b)(2) of this section, and maintain a data base of completed audits, provide appropriate information to Federal agencies, and follow up with known auditees that have not submitted the required data collection forms and reporting packages.

(h) *Electronic filing.* Nothing in this part must preclude electronic submissions to the FAC in such manner as may be approved by OMB.

FEDERAL AGENCIES

§ 200.513 Responsibilities.

(a)(1) Cognizant agency for audit responsibilities. A non-Federal entity expending more than \$50 million a year in Federal awards must have a cognizant agency for audit. The designated cognizant agency for audit must be the Federal awarding agency that provides the predominant amount of direct funding to a non-Federal entity unless OMB designates a specific cognizant agency for audit.

(2) To provide for continuity of cognizance, the determination of the predominant amount of direct funding must be based upon direct Federal awards expended in the non-Federal entity's fiscal years ending in 2009, 2014, 2019 and every fifth year thereafter. For example, audit cognizance for periods ending in 2011 through 2015 will be determined based on Federal awards expended in 2009.

(3) Notwithstanding the manner in which audit cognizance is determined, a Federal awarding agency with cognizance for an auditee may reassign cognizance to another Federal awarding agency that provides substantial funding and agrees to be the cognizant agency for audit. Within 30 calendar days after any reassignment, both the old and the new cognizant agency for audit must provide notice of the

City of Bethel Action Memorandum

Action memorandum No.	19-57		
Date action introduced:	September 10, 2019	Introduced by:	Mayor Watson
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Committee/Commission member. Madelene Reichard-Public Safety and Transportation Commission.

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

Action Memorandum 19-57 is sponsored by Mayor Watson at the request of the City Clerk.

Madelene Reichard-has requested appointment to the Public Safety and Transportation Commission. If appointed, the term would be three years as a regular member with a term expiration of December 31, 2021.

City of Bethel Action Memorandum

Action memorandum No.	19-58		
Date action introduced:	September 10, 2019	Introduced by:	William F. Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute an Engineers Joint Contract Documents Committee (EJCDC) contract with DOWL to complete the scope of work on the Avenues Water and Sewer Improvements Project, as required by the USDA-Rural Development.

Attachment(s): (1) EJCDC Agreement Between DOWL and City of Bethel for Professional Services Associated with the Avenues Water and Sewer Improvements Project.

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	NA
	Funds in City FY 2020 Budget.	
\$975,800	Project bond funds from First National Bank in the amount of \$8,250,000.	20-50-643

Summary Statement

The City of Bethel and First National Bank signed interim financing documents during the week ending August 31, 2019 that provided partial funding (\$8,250,000) to complete the Avenues Water and Sewer Improvement Project. The interim financing through the bank is a condition required by USDA before USDA's fully funded grant/loan (bond) is approved.

The City of Bethel's municipal engineer firm, DOWL, was contracted to serve the City for five years through a competitive bid process in 2017. DOWL generated this special EJCDC contract to meet a USDA requirement. This EJCDC contract focuses specifically on the Avenues Water and Sewer Improvements Project and has no bearing on other services or projects on which DOWL is currently working on with and for the City.

The DOWL contract for the Avenues project contains a rounded cost estimate for services of \$975,800. This contract includes topographical survey, geotechnical investigations, design study report, design documents, regulatory approvals, bid documents, and project management services. DOWL will complete a host of pre-construction work and guide the City in selecting a contractor to complete construction. DOWL will provide contract administration services after the contractor is selected to ensure that construction is done according to design specifications. USDA requires an engineer to be involved with the project from start to finish.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 10, 2019 ("Effective Date") between
City of Bethel ("Owner") and
DOWL ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Avenues Piped Water and Sewer Project
("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Design of piped water and sewer systems for the Avenues neighborhood as described in Exhibit A-1.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Services, including USDA, Rural Development.**

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit- **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.- Not Used
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

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

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 (2014) hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "*Byrd anti-lobbying amendment (31 U.S.C. 1352)*" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: []

Engineer: []

By: []

By: []

Print name: []

Print name: []

Title: []

Title: []

Date Signed: []

Date Signed: []

Engineer License or Firm's Certificate No. (if required):

[]

State of: []

Address for Owner's receipt of notices:

[]

Address for Engineer's receipt of notices:

[]

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] [List the specific potential solutions here.]~~
 - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] [insert specific number] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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14. Perform or provide the following other Study and Report Phase tasks or deliverables:

Design Study Report as specified in Exhibit A-1

15. Furnish **2** review copies of the Report and any other Study and Report Phase deliverables to Owner within **120** days of the Effective Date and review it with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~ Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized,

Exhibit A – Engineer's Services

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then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**

[Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
[**As described in Exhibit A-1**]
10. Furnish 2 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **2** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **60** days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
~~[] [List any such tasks or deliverables here.]~~ **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
 10. Furnish for review by Owner, its legal counsel, **and Agency** and other advisors, **2** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, ~~within [] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [] days of receipt,~~ **as discussed in Exhibit A-1.** Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **2** final copies of such documents to Owner within **120** days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment J of the RUS Bulletin 1780-26) for this purpose.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **1**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~ The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **To be added by amendment.**
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor

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jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* ~~If requested by Owner to do so, m~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's

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work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [] ~~[List any such tasks or deliverables here.]~~

a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in

consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
As added by amendment.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**. Review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. ~~Deleted. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



August 30, 2019
W.O. 50147.00

Mr. Bill Howell
Acting City Manager
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Subject: Bethel Avenues Piped Water and Sewer Project
Proposal for Engineering Services

Dear Mr. Howell:

DOWL appreciates the opportunity to serve the City of Bethel as your term contracted engineer. We are pleased to submit this scope of work and fee proposal for assisting the City of Bethel (City) with this very important project. We are excited to begin work upon execution of this task order and the attached EJCDC contract.

In September 2017 DOWL responded to a competitive solicitation for engineering services including engineering, survey, geotechnical services, right-of-way procurement, electrical and additional support services. In October 2018 DOWL was selected for the period of October 25, 2017 to June 30, 2022. We executed a City and DOWL approved contract. It is our understanding the funding agencies require an EJCDC contract. A separate EJCDC contract will be executed for this stand-alone project.

We have prepared this scope of services fee proposal to illustrate our understanding of the required work and articulate the assumptions we have made to prepare a fee for the required work. Our work will satisfy the following conditions in the September 10, 2018 letter of conditions to the City of Bethel from the United States Department of Agriculture:

- Contractor Documents; Final Plans, Specifications, and Estimate
- Bid Documents
- American Iron and Steel Contractual provisions
- Right of Way Map
- Right of Way Easements (RD 442-20)
- Right of Way Certificate (RD 442-21)
- Updated environmental permits
- Service Agreements
- Pre-construction conference

Additional conditions will be met during construction.

The scope of the Avenues Piped Water and Sewer project was identified in the August 2018 Preliminary Engineering Report (PER) titled *Avenues Piped Water and Sewer Project*, and corresponding to “Alternative 3 – Single Phase Approach”. In summary the project consists of providing piped water and sewer to the

residents between 3rd and 7th Avenue in Bethel, and between Main Street and Ridgecrest Drive. There are approximately 112 residential users in this neighborhood, all of which use hauled water and sewer. The PER identified a potential alignment for the piped water and sewer that consisted of approximately 13,000 lineal feet of piped water and sewer. The following assumptions are over-arching assumptions on the scope of the project:

- The circulating water main will tie in to existing Circulation Loop B from the City Subdivision Water Treatment Plant. The circulating water main will be 8" HDPE and will not require a booster station along the proposed main. This expansion of an existing water loop will not require upgrades to the existing City Subdivision Water Treatment Plant.
- The Kilbuck lift station will be upgraded and used as the main area lift station. Each residential user will have a small residential lift station that feeds the main force main leaving the Kilbuck lift station.
- Only residential services will be included in the project. Commercial and institutional users will be required to connect to the new water and sewer mains, but the project does not include these services, because USDA Rural Development funding is only available for residential users.

Given the scope and scale of the project, we have proposed the following design phases to execute the scope of work.

PHASE 1: TOPOGRAPHIC SURVEY AND PROPERTY BOUNDARY SURVEY

Scope of Services

Design level topographic survey will be collected along the water and sewer routes and services. All above ground and visible site features, topography, buildings, building finish floor elevations, property boundary information, and utility information will be collected and compiled into an AutoCAD Civil 3D basemap for design. Survey control will be established on site sufficient for construction and will be documented in a Survey Control Sheet for construction documents. Included in the survey estimate is Title research performed by Fidelity Title for Last deed of Record, and easement research performed by our survey staff to document and depict existing property encumbrances.

Assumptions

- All survey services will be performed during snow free conditions.
- Utility locate requests will be submitted through Alaska Dig Line. Often utility companies report that they do not have utilities in the area, as well as do not respond in rural Alaska. We will locate and include in our mapping all above ground and visible indication of utilities; and all information provided by the utility companies.

Deliverables

- The design survey basemap and reporting will be used internally during the design process. The AutoCAD drawings will be made available if desired; however, no plots or deliverables will be created during this phase.

- An exhibit drawing, and legal description will be created for each easement required for this project. The acquisition paperwork and recording of the required easements will be accomplished within Phase 2, RES.

PHASE 2: REAL ESTATE SERVICES

Scope of Services

Task 1- Preliminary ROW and Easement Identification

- Research and identification of all platted public use areas for water and sewer line easements within the project area. (20 hours)
- Research and identification of all connection and right of way needs outside of the identified public use areas and within the project area. (45 hours)
- Research and identification of encroachments into existing public use easements. (10 hours)
- We anticipate that due diligence requires full title reports for properties with easements (15). DOWL proposes to engage Fidelity Title to perform this work as they have a title plant in Bethel. Title reports are \$250 each.

Task 2- Easement Acquisition and Service Agreement Packages

- Negotiate and acquire permanent easements identified in Task 1. The estimated number of required permanent easements is 15.
- Negotiate and acquire Temporary Construction Permits. The estimated number of required Temporary Construction Permits is 15.
- Compile Property Owner Service Agreement packages for use by City estimated at 112. The total number of estimated Property Owner Service Agreement is 118.
- Identify encroachments existing in the platted public use easements. The estimated number of encroachments is 13.

Once Task 1 has been completed and the numbers of easements, temporary construction permits, service agreements, and encroachments to be addressed have been determined, DOWL reserves the right to renegotiate for any additional property interests and any encroachment clearing/permitting needs.

Assumptions

- DOWL anticipates that platted easements are available for use by the City of Bethel for placement of the new sewer and water lines. DOWL's current estimate of the number of required easements is subject to change upon completion of the research under Task 1.
- The City of Bethel intends to connect all properties in the area to new water and/or sewer service.
- The construction permitting for the connection from the main lines to the buildings will be accomplished with a property service agreement which will allow the City of Bethel access to the water line for maintenance and repair in perpetuity.

- Title reports and last recorded deeds will be prepared by a title company and reviewed by DOWL RES for confirmation of current ownership. All documents for easements, TCPs, and service agreement packages will be compiled based on the ownership identified by the title company.
- The hours to compile 112 Property Owner Service Agreement packages have been adjusted to reflect inclusion of negotiation and acquisition of the service agreements for those properties that have an easement and/or TCP. Our services will be limited to drafting the service agreement packages and accompanying exhibits. The City will be responsible for executing the compiled service agreement packages with the homeowner. DOWL RES and design staff will be available to assist and accompany City staff through the public involvement phases where DOWL staff will be in Bethel to meet with residents of the project area. Follow-up and actual execution will be between the property owners and City staff.
- Hours used to generate a proposed fee are only an estimate. Our proposed Phase 2 services will be completed on a Time and Materials basis with an initial budget. If our proposed budget appears to be inadequate, the City will be notified before we stop work.

Deliverables

Task 1- Preliminary ROW and Easement Identification

- Tabulation of current ownership with identification of existing easements and property interests to be acquired for each project parcel.
- Tabulation of encroachments into existing public easements along the project route with identification of property owners.
- Title reports and last deed of record documents

Task 2- Easement Acquisition and Service Agreement Packages

- Deliverables will include draft template packages for easements, TCPs, encroachment notifications, and service agreements for review and approval. Executed documents for easements and temporary construction permits. Compiled service agreement packages for use by the City. Copies of Encroachment notification documents.
- DOWL is also prepared to provide ordinance drafting assistance for approval of easements and agreements as necessary.

PHASE 3: ENVIRONMENTAL SERVICES

Scope of Services

DOWL's environmental staff will assist with the following tasks:

- Obtain floodplain permit from City of Bethel.

- Obtain Wetlands permit from U.S. Army Corps of Engineers and/or City of Bethel. Main tasks will be providing project information and coordinating approval.

Main tasks for both will be obtaining project information from design engineers, providing information and figures to the City and Corps, and coordinating approval.

Assumptions

- Wetland impacts will not require mitigation or a Pre-Construction Notification.
- The published Environmental Assessment will not be revised.
- There are no contaminated sites in the project area.

Deliverables

- Flood Plain Permit
- USACE Wetlands Permit

PHASE 4: GEOTECHNICAL SERVICES

We will perform a geotechnical investigation and provide a geotechnical recommendations report to include helical pile and at grade foundation recommendations for the water and sewer lines.

- Project will kick-off with a site visit to layout proposed test boring locations, review access to the proposed boring locations, and to coordinate utilities with local entities.
- Drill 20 test borings to depths of approximately 20 feet at approximately 500-foot intervals along the proposed water/sewer alignments. Fieldwork is anticipated to be completed in about six days.
- Test borings will be drilled using a GeoProbe rubber track-mounted drill rig during the late winter/early spring months.
- Split-spoon samples will be obtained at depths of 2.5, 5, 7.5, 10 feet and at 5-foot intervals thereafter using ASTM standard penetration test equipment and procedures.
- One-inch sealed PVC will be installed to obtain subsurface temperature measurements approximately 3 weeks after drilling.
- Test borings will be sampled and logged by a DOWL geologist/engineer
- Alaska Testlab will provide lab testing on select samples recovered to classify the soils and determine their basic engineering properties. The specific testing program will depend on the soil conditions and the samples recovered, but will typically include water content, particle-size analyses, and Atterberg limits.
- Fieldwork can commence two to three weeks after receipt of notice to proceed. The draft geotechnical report can be provided approximately 6 weeks after completion of the fieldwork.

Assumptions

- The client will assist with legal entry and access onto the site for DOWL to perform the exploration.

- Test borings drilled within the City of Bethel Right-of-way but off the road will not require a ROW permit or traffic control.
- Utility Locates will be requested through Alaska Digline prior to mobilizing for the fieldwork; private utilities are not included in the Alaska Digline member list and it is anticipated the City of Bethel will provide as-builts and utility locates where possible.
- Locating test borings with a handheld GPS or by measuring with a cloth tape from existing site features is sufficiently accurate for the purposes of this exploration.
- The site is accessible with a rubber-track-mounted drill rig during the winter/spring months.
- Backfilling the test borings with cuttings to the ground surface before leaving the site will be sufficient.
- The PVC standpipes will remain in place after drilling for future temperature measurements.
- Fieldwork will be performed during late winter/early spring 2019.
- Standby fees may be invoiced in addition to the proposed lump sum fee. Standby would only be charged for delays caused by weather or circumstances beyond our control.

Deliverables

The findings of the field and laboratory testing will be analyzed and interpreted, and a draft report will be issued that presents, the data obtained from the field exploration and laboratory testing, our analysis and interpretation of the data, recommended geotechnical design parameters for foundations and recommendations for associated construction earthwork and construction inspection and testing. A final report can be made available approximately two weeks after receipt of comments.

PHASE 5: DESIGN SERVICES

Scope of Services

Task 1- Design Study Report

The ability of the existing Bethel City Subdivision plant circulation system will be evaluated for a major expansion to one of the circulation loops. This work effort will include as-building the existing conditions of the circulation and pressure pumps and setting up a hydraulic model to simulate how the existing system will perform with a major loop expansion. The scope of this task will include the following:

- Travel to Bethel to verify existing conditions
- Development of a hydraulic model to simulate the existing conditions and predict how an expanded loop would perform (pressure, flow, fire-flow)
- Publishing the following:
 - Existing Condition Verification
 - Hydraulic Modeling Report
 - Design Study Report
 - Documenting the additional demand and the City Subdivision treatment plant's ability to meet the additional demand

- Initial recommendations on force main and lift station upgrades
- Only after the above deliverables have been reviewed and concurrence gained with the recommendations, will the design team move on to other design phases

Task 2- 35% Design- Plans and Outline Specifications

Every residence and building the Avenues has a water and sewer haul tank. The standard design approach will be to tie the water and sewer service into the water and sewer lines that run from the holding tanks into the home. DOWL will not prepare engineering drawings for each plumbing system. DOWL will prepare three details for how the water and sewer connection would be made, and classify which detail that each residence/building would use. DOWL will travel to Bethel, and investigate every water and sewer service in the neighborhood.

DOWL will develop 35% level design drawings for the circulating water main, and the sewer main/services. The 35% level design will be used to establish the boundaries of the permanent and temporary easements.

The 35% level plans will include the following:

- Water and sewer system plans
- Basic design details
- Utility conflicts/easement issues

At the 35% level, the three service details will be developed, but the classification of each service will not be completed.

Outline specifications will be provided at the 35% level, but no construction estimate will be provided.

Task 3- 65% Design- Plans, Specifications, Estimate

DOWL will respond to comments/questions provided on the 35% plans and specifications. Written responses will be issued. We will also respond to comments that were provided during the public involvement phase.

DOWL will use the 65% plans and specifications to solicit a 65% cost estimate from a sub-consultant, Estimations Inc.

95% Design- Plans, Specifications, Estimate

DOWL will respond to owner and public comments on the 65% plans, specifications, and estimate. Responses will be written and disseminated to the City for distribution as the City wishes.

The 65% cost estimate will also be updated to a 95% level using Estimations, Inc.

DOWL will host a pre-application meeting with the Alaska Department of Environmental Conservation (ADEC) plan reviewer. Particular design issues, and expected separation violations will be discussed. We will respond to ADEC plan reviewer input prior to officially requesting Approval to Construct.

Deliverables

- 95% Plans, Specifications, and Estimate
- Approval to Construct Application

Task 5- 100% Design- Invitation to Bid Documents

DOWL will respond to ADEC comments on the Approval to Construct submittal and meet with ADEC as necessary to obtain Approval to Construct. Only after the Approval to Construct has been granted, will DOWL finalize the Issued For Construction Plans and Specifications.

DOWL will prepare the following documents to assist:

- Advertisement to Bid
- Invitation to Bid
- Instruction to Bidders
- EJCDC Construction Contract
- Supplementary Conditions
- Draft Construction Change Orders, Pay Applications, Notice To Proceeds, and other contractual documents

Assumptions

- DOWL assumes that a booster pump station along the circulation loops will not be required.
- DOWL assumes that the existing pumps in the Bethel Heights treatment plant will not require upgrading.
- We assume that each residence will receive a residential style lift station, and that the sewer main will be a force main following the alignment identified in the 2018 DOWL PER.
- The City will review and comment on the fully assembled bid package within one week of receiving it. DOWL will make changes as required. There will be only one iteration of comments.

Deliverables

- Invitation to Bid Documents

PHASE 6: PUBLIC INVOLVEMENT

Scope of Services

We are aware of the sensitivities that a large utility project like this can create amongst residents, that is why we propose a robust public involvement phase. This will assist the residents and effected end-users to understand the importance of the project and smooth the transition from being a hauled water neighborhood to a piped water neighborhood. We propose the following scope of services:

- We will host four public meetings in Bethel, one at each design level and Pre-construction,
- We will prepare and distribute project flyers four times during times through project,
- We will maintain a project website,
- We will maintain a registrar of comments/feedback

Assumptions

- The City will attend and contribute to public meetings
- DOWL will not be responsible for distribution of flyers to mailboxes
- Comment/feedback registrar

Deliverables

- Meeting powerpoint presentations and graphic boards
- Project flyers

PHASE 7: BIDDING SERVICES

Scope of Services

Following the acceptance of the Bid documents by the City and funding agencies, DOWL will assist the City with soliciting a construction contractor for a single-phase construction. Our scope of services will include the following:

- Coordination of newspaper ads, and delivering documents to the Plans Room and AGC offices
- Maintenance of a plan holders list
- Responding to bidder questions
- Publish addendas
- Host one pre-bid meeting in Bethel
- Attend bid opening in Bethel
- Assist the City with evaluating the bids for conformance

Assumptions

- No independent procurement of materials will be required
- Project will only be bid one time for a four week period

Deliverables

- Newspaper ads
- Plan-holder lists
- Addenda
- Pre-bid meeting sign in sheet
- Recommendation on construction contract award

PHASE 8: CONSTRUCTION ADMINISTRATION- TO BE ADDED BY AMENDMENT

DOWL will assist the City with construction administration and inspection under this contract. The scope and level of construction administration will be negotiated following the design services. It is anticipated construction administration services will include:

- Submittal Review
- Responding to DCVRs/RFIs and Contractor questions
- Periodic Site Inspections
- Substantial completion inspection and Project Commissioning
- Final completion inspection

Given the exact scope of construction is unknown at this point, DOWL can not provide a fee for construction administration and a resident project representative. Based on an expectation that this will be a two season construction project (twenty weeks each season), we anticipate our fee for construction administration to be in the \$400,000-\$500,000 range.

SCHEDULE

We are prepared to get started as soon as possible. We understand the overarching goal is to construct the Avenues Piped Water and Sewer project beginning in summer 2021. To facilitate this goal, we need to begin work immediately. Table 1 shows our initial proposed schedule.

Table 2: Proposed Fee

Task	Performance Period
Topographic Survey	September 2019
Permanent and Temporary Easement Identification	October- December 2019
Geotechnical Investigations	December 2019- February 2020
Design Study Report	September- December 2019
35% Design Documents	March 2020-June 2020
65% Design Documents	June 2020-August 2020
95% Design Documents	August 2020-October 2020
Submit Approval to Construct to ADEC	October 2020
Temporary Construction Easements and Service Agreements in hand	February 2021
Approval to Construct from ADEC	December 2020
Advertisement for Construction Contract	February 2021
Award Construction Contract	April 2021

FEE PROPOSAL

We propose to complete the above described basic services for a total fee of \$975,800. The fee would be distributed amongst tasks as shown below.

Table 2: Proposed Fee

Task	Proposed Fee
Phase 1: Topographic Survey (Lump Sum)	\$167,000
Phase 2: Real Estate Services, Task 1: Preliminary Easement Identification (Time and Materials*)	\$15,400
Phase 2: Real Estate Services, Task 2: Easement and Service Agreement Acquisition (Time and Materials*)	\$182,600
Phase 3: Environmental Services (Lump Sum)	\$8,600
Phase 4: Geotechnical Services (Lump Sum)	\$110,600
Phase 5: Design, Task 1: Design Verification (Lump Sum)	\$74,000
Phase 5: Design, Task 2 35% Design (Lump Sum)	\$75,000
Phase 5: Design, Task 3: 65% Design (Lump Sum)	\$75,000
Phase 5: Design, Task 4: 95% Design (Lump Sum)	\$75,000
Phase 5: Design, Task 5: Bid Documents (Lump Sum)	\$84,900
Phase 6: Public Involvement (Lump Sum)	\$86,100
Phase 7: Bidding Services (Lump Sum)	\$21,400
Total	\$975,800

**Initial budgets are proposed for these Time and Materials tasks. If these budgets are inadequate, the City will be notified before stopping work.*

We propose beginning work immediately on the following phases:

- Phase 1: Topographic Survey \$167,000
- Phase 2, Task 1 Preliminary Easement Identification \$15,400
- Phase 3: Environmental Services \$8,600
- Phase 4: Geotechnical Services \$110,600
- Phase 5: Design, Task 1: Design Study Report \$74,000

Upon completion of these initial phases of the work, DOWL would request in writing Notice To Proceed on the next phases. We propose this to allow our working team to gain confidence in the design concept and solidify what easements we will obtain. If the City wishes to hire a contracts consultant to assist in obtaining the service agreements, we would revise our fees for Phase 5, Task 2 and for phase 6 because our effort would be less than scoped.

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

Mr. Bill Howell
City of Bethel
August 30, 2019
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EXHIBIT A-1
Agreement Between Owner and Engineer

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

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

CONCLUSION

Upon receiving a signed authorization to proceed, we will prepare a detailed schedule to complete this work. We are ready to begin immediately.

Sincerely,



Wade Iron, P.E.
Water Practice Area Manager



Chase Nelson, P.E.
Project Manager

Attachments: Fee Proposal Summary

Using the EJCDC terms and conditions, DOWL is authorized to proceed immediately with this work.

Acting City Manager

Date



Summary				Project: Bethel Avenues Piped Water and Sewer Project Client: City of Bethel Project or Contract #: 1529.50147.00 8/28/2019			Prepared By: Chase Nelson Reviewed By: Kevin Johnson
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 1- Topographic Survey and Property Boundary Survey	1	Project Management	16	\$ 2,640.00	\$ -	\$ -	\$ 2,640.00
	2	Research	66	\$ 7,230.00	\$ -	\$ -	\$ 7,230.00
	3	Travel	16	\$ 2,880.00	\$ 3,032.00	\$ -	\$ 5,912.00
	4	Topographic Survey	53	\$ 9,420.00	\$ 4,064.00	\$ -	\$ 13,484.00
	5	ROW Survey	30	\$ 5,400.00	\$ 3,048.00	\$ -	\$ 8,448.00
	6	Control Survey	10	\$ 1,800.00	\$ 1,016.00	\$ -	\$ 2,816.00
	7	Utility Locates	8	\$ 1,270.00	\$ 1,016.00	\$ -	\$ 2,286.00
	8	Data Reduction	30	\$ 3,140.00	\$ -	\$ -	\$ 3,140.00
	9	Reporting	10	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00
	10	ROW Mapping (No Parcel Maps or Legal Desc. created)	40	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	11	Drafting	32	\$ 3,230.00	\$ -	\$ -	\$ 3,230.00
	12	Quality Control	18	\$ 2,940.00	\$ -	\$ -	\$ 2,940.00
	13		-	\$ -	\$ -	\$ -	\$ -
	14		-	\$ -	\$ -	\$ -	\$ -
	15	TCE, TCP, and PUE Legal Descriptions and Exhibits	641	\$ 65,140.00	\$ -	\$ -	\$ 65,140.00
	16	QC and Revisions	329	\$ 41,485.00	\$ -	\$ -	\$ 41,485.00
	17		-	\$ -	\$ -	\$ -	\$ -
	18		-	\$ -	\$ -	\$ -	\$ -
	19	Last Deed of Record (Fidelity Title)	-	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
	20		-	\$ -	\$ -	\$ -	\$ -
☐ T&M ☒ Lump Sum ☐ Other			Subtotal	1299	\$ 152,385.00	\$ 14,676.00	\$ 167,061.00



Summary			Project: Bethel Avenues Piped Water and Sewer Project				Prepared By:
			Client: City of Bethel				Chase Nelson
			Project or Contract #: 1529.50147.00				Reviewed By:
			8/28/2019				Kevin Johnson
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 2- Real Estates Services	1	Task 1:	-	\$ -	\$ -	\$ -	\$ -
	2	Project Management	25	\$ 3,325.00	\$ -	\$ -	\$ 3,325.00
	3	Research and verify platted easements	25	\$ 3,175.00	\$ -	\$ -	\$ 3,175.00
	4	Finalize identification of easements and service agreement needs	20	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00
	5	Verify encroachments and identify owners for clearing	10	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
	6	Title reports/ownership identification	10	\$ 1,300.00	\$ 3,750.00	\$ -	\$ 5,050.00
	7		-	\$ -	\$ -	\$ -	\$ -
	8		-	\$ -	\$ -	\$ -	\$ -
	9	Task 2:	-	\$ -	\$ -	\$ -	\$ -
	10	Document prep (letters, esmnts, TCPs, Service agreements)	250	\$ 32,500.00	\$ -	\$ -	\$ 32,500.00
	11	Negotiate and acquire easements (12)	180	\$ 23,400.00	\$ -	\$ -	\$ 23,400.00
	12	Negotiate and acquire TCPs (15)	80	\$ 10,400.00	\$ -	\$ -	\$ 10,400.00
	13	Negotiate and acquire service agreements (118)	710	\$ 92,300.00	\$ -	\$ -	\$ 92,300.00
	14	Notifications to clear encroachments (13)	50	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00
	15	Travel	80	\$ 10,400.00	\$ 5,896.00	\$ -	\$ 16,296.00
	16	Ordinance drafting assistance	10	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00
	17		-	\$ -	\$ -	\$ -	\$ -
	18		-	\$ -	\$ -	\$ -	\$ -
	19		-	\$ -	\$ -	\$ -	\$ -
	20		-	\$ -	\$ -	\$ -	\$ -
☐ T&M ☒ Lump Sum ☐ Other			Subtotal	1450	\$ 188,400.00	\$ 9,646.00	\$ -
						\$ -	\$ 198,046.00



Summary			Project: Bethel Avenues Piped Water and Sewer Project Client: City of Bethel Project or Contract #: 1529.50147.00 8/28/2019				Prepared By: Chase Nelson Reviewed By: Kevin Johnson
			Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
Phase Name	Task		Hours	Cost			
Phase 3- Environmental Services	1	Evaluate Project Changes	10	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00
	2	Wetlands Permit	24	\$ 3,520.00	\$ -	\$ -	\$ 3,520.00
	3	Floodplain Permit	24	\$ 3,520.00	\$ -	\$ -	\$ 3,520.00
	4		-	\$ -	\$ -	\$ -	\$ -
	5		-	\$ -	\$ -	\$ -	\$ -
	6		-	\$ -	\$ -	\$ -	\$ -
	7		-	\$ -	\$ -	\$ -	\$ -
	8		-	\$ -	\$ -	\$ -	\$ -
	9		-	\$ -	\$ -	\$ -	\$ -
	10		-	\$ -	\$ -	\$ -	\$ -
	11		-	\$ -	\$ -	\$ -	\$ -
	12		-	\$ -	\$ -	\$ -	\$ -
	13		-	\$ -	\$ -	\$ -	\$ -
	14		-	\$ -	\$ -	\$ -	\$ -
	15		-	\$ -	\$ -	\$ -	\$ -
	16		-	\$ -	\$ -	\$ -	\$ -
	17		-	\$ -	\$ -	\$ -	\$ -
	18		-	\$ -	\$ -	\$ -	\$ -
	19		-	\$ -	\$ -	\$ -	\$ -
	20		-	\$ -	\$ -	\$ -	\$ -
☐ T&M ☒ Lump Sum ☐ Other			Subtotal	58	\$ 8,570.00	\$ -	\$ 8,570.00



Summary			Project: Bethel Avenues Piped Water and Sewer Project Client: City of Bethel Project or Contract #: 1529.50147.00 8/28/2019				Prepared By: Chase Nelson Reviewed By: Kevin Johnson
			Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
Phase Name	Task		Hours	Cost			
Phase 4- Geotechnical Services	1	Task Management	10	\$ 1,640.00	\$ -	\$ -	\$ 1,640.00
	2	Site Reconnaissance/Visit	32	\$ 5,040.00	\$ 1,616.00	\$ -	\$ 6,656.00
	3	Safety Planning	2	\$ 300.00	\$ -	\$ -	\$ 300.00
	4	Utility Locates/Coordination	26	\$ 3,720.00	\$ -	\$ -	\$ 3,720.00
	5	Mobilization/Demobilization	12	\$ 1,800.00	\$ -	\$ 23,650.00	\$ 25,450.00
	6	Travel	16	\$ 2,400.00	\$ 1,516.00	\$ -	\$ 3,916.00
	7	Test Hole Logging	64	\$ 9,660.00	\$ 3,648.00	\$ 28,215.00	\$ 41,523.00
	8	Temperature Data Collection	20	\$ 3,000.00	\$ 1,516.00	\$ -	\$ 4,516.00
	9	Geotechnical Analyses	42	\$ 6,570.00	\$ -	\$ 6,820.00	\$ 13,390.00
	10	Geotechnical Report Preparation (1 report)	40	\$ 6,020.00	\$ -	\$ -	\$ 6,020.00
	11	QC/Peer Review	10	\$ 1,530.00	\$ -	\$ -	\$ 1,530.00
	12		-	\$ -	\$ -	\$ -	\$ -
	13		-	\$ -	\$ -	\$ -	\$ -
	14	Geotechnical Design Assistance	12	\$ 1,980.00	\$ -	\$ -	\$ 1,980.00
	15		-	\$ -	\$ -	\$ -	\$ -
	16		-	\$ -	\$ -	\$ -	\$ -
	17		-	\$ -	\$ -	\$ -	\$ -
	18		-	\$ -	\$ -	\$ -	\$ -
	19		-	\$ -	\$ -	\$ -	\$ -
	20		-	\$ -	\$ -	\$ -	\$ -
☐ T&M ☒ Lump Sum ☐ Other _____ Subtotal			286	\$ 43,660.00	\$ 8,296.00	\$ 58,685.00	\$ 110,641.00



Summary				Project: Bethel Avenues Piped Water and Sewer Project			Prepared By:	
				Client: City of Bethel			Chase Nelson	
				Project or Contract #: 1529.50147.00			Reviewed By:	
				8/28/2019			Kevin Johnson	
Phase Name	Task			Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
				Hours	Cost			
Phase 5- Design Services	1	Project Management		51	\$ 9,090.00	\$ -	\$ -	\$ 9,090.00
	2	Distribution System As-building		89	\$ 11,800.00	\$ -	\$ -	\$ 11,800.00
	3	Bethel City Sub Treatment Plant As-building		56	\$ 7,920.00	\$ 4,032.00	\$ -	\$ 11,952.00
	4	Pressure, Circulation, and high demand pump analysis		120	\$ 16,200.00	\$ -	\$ -	\$ 16,200.00
	5	Design Study Report and Hydraulic Model Report		160	\$ 19,200.00	\$ -	\$ -	\$ 19,200.00
	6	HMR and DV Presentation and Finalization		80	\$ 10,800.00	\$ 4,032.00	\$ -	\$ 14,832.00
	7	Service Line Design Investigation		132	\$ 14,580.00	\$ -	\$ -	\$ 14,580.00
	8	Service Line Design Details		252	\$ 30,180.00	\$ 9,312.00	\$ -	\$ 39,492.00
	9	Preliminary Design for Easements and RES Coordination		36	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
	10	35% Design Drawings		228	\$ 30,760.00	\$ -	\$ -	\$ 30,760.00
	11	35% Design Review with Public in Bethel		54	\$ 7,560.00	\$ 3,632.00	\$ -	\$ 11,192.00
	12	65% Design Drawings, Specifications, and Estimate		196	\$ 25,000.00	\$ -	\$ 6,600.00	\$ 31,600.00
	13	65% Design Review with Public in Bethel		53	\$ 7,260.00	\$ -	\$ -	\$ 7,260.00
	14	95% Design Drawings, Specficiations, Estimate		188	\$ 23,140.00	\$ -	\$ 6,600.00	\$ 29,740.00
	15	Approval to Construct Pre-application Meeting		52	\$ 6,860.00	\$ -	\$ -	\$ 6,860.00
	16	Approval to Construct Submittal		96	\$ 10,640.00	\$ -	\$ -	\$ 10,640.00
	17	Responses to ADEC		39	\$ 5,370.00	\$ -	\$ -	\$ 5,370.00
	18	Revisions to 95% Package		68	\$ 8,380.00	\$ -	\$ 3,300.00	\$ 11,680.00
	19	EJCDC Bid Documents		40	\$ 5,160.00	\$ -	\$ -	\$ 5,160.00
	20	ITB, advertisements		40	\$ 5,160.00	\$ -	\$ -	\$ 5,160.00
	21	Quality Control		80	\$ 14,200.00	\$ -	\$ -	\$ 14,200.00
	22	Residential Lift Station Design		64	\$ 8,160.00	\$ -	\$ 16,500.00	\$ 24,660.00
	23	Kilbuck Pump Resize		36	\$ 4,500.00	\$ -	\$ 11,000.00	\$ 15,500.00
	24	24 Internal Team Meeting (Every two weeks for one year)		60	\$ 7,740.00	\$ -	\$ -	\$ 7,740.00
	25	12 Client Meetings (Every month for one year)		80	\$ 11,240.00	\$ 7,264.00	\$ -	\$ 18,504.00
	26	Maintenance of project plans and schedules		36	\$ 6,240.00	\$ -	\$ -	\$ 6,240.00
	27	-				\$ -	\$ -	\$ -
	28	-					\$ -	\$ -
	29	-					\$ -	\$ -
	30	-						\$ -
	31					\$ -	\$ -	\$ -
	32							
	☐ T&M ☒ Lump Sum ☐ Other Subtotal				2386	\$ 311,640.00	\$ 28,272.00	\$ 44,000.00



Summary				Project: Bethel Avenues Piped Water and Sewer Project Client: City of Bethel Project or Contract #: 1529.50147.00 8/28/2019			Prepared By: Chase Nelson Reviewed By: Kevin Johnson
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 6- Public Involvement	1	Four Public Involvement Trips (3 days in Bethel each trip)	384	\$ 50,880.00	\$ 14,696.00	\$ -	\$ 65,576.00
	2	Project Flyers	24	\$ 2,520.00	\$ 500.00	\$ -	\$ 3,020.00
	3	Maintenance of stakeholders list	24	\$ 2,520.00	\$ -	\$ -	\$ 2,520.00
	4	Periodic emails to stakeholders	24	\$ 2,520.00	\$ -	\$ -	\$ 2,520.00
	5	Facebook Page	40	\$ 4,200.00	\$ -	\$ -	\$ 4,200.00
	6	Responding to homeowner comments	56	\$ 6,840.00	\$ -	\$ -	\$ 6,840.00
	7		-	\$ -	\$ -	\$ -	\$ -
	8		-	\$ -	\$ -	\$ -	\$ -
	9		-	\$ -	\$ -	\$ -	\$ -
	10		-	\$ -	\$ -	\$ -	\$ -
	11		8	\$ 1,420.00	\$ -	\$ -	\$ 1,420.00
	☐ T&M ☒ Lump Sum ☐ Other		Subtotal	560	\$ 70,900.00	\$ 15,196.00	\$ -



Summary			Project: Bethel Avenues Piped Water and Sewer Project Client: City of Bethel Project or Contract #: 1529.50147.00 8/28/2019				Prepared By: Chase Nelson Reviewed By: Kevin Johnson
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 7- Bidding Assistance	1	Newspaper Ad	6	\$ 750.00	\$ 900.00	\$ -	\$ 1,650.00
	2	Plan Holder List	10	\$ 1,170.00	\$ -	\$ -	\$ 1,170.00
	3	Publish Addenda	32	\$ 3,600.00	\$ -	\$ -	\$ 3,600.00
	4	Respond to contractor questions	32	\$ 4,320.00	\$ -	\$ -	\$ 4,320.00
	5	Pre-bid meeting	32	\$ 4,320.00	\$ 2,416.00	\$ -	\$ 6,736.00
	6	Attend bid opening	16	\$ 1,680.00	\$ 1,208.00	\$ -	\$ 2,888.00
	7	Evaluate bids	8	\$ 1,080.00	\$ -	\$ -	\$ 1,080.00
	8		-	\$ -	\$ -	\$ -	\$ -
	9		-	\$ -	\$ -	\$ -	\$ -
	10		-	\$ -	\$ -	\$ -	\$ -
	11		-	\$ -	\$ -	\$ -	\$ -
	12		-	\$ -	\$ -	\$ -	\$ -
	13		-	\$ -	\$ -	\$ -	\$ -
	14		-	\$ -	\$ -	\$ -	\$ -
	15		-	\$ -	\$ -	\$ -	\$ -
	16		-	\$ -	\$ -	\$ -	\$ -
	17		-	\$ -	\$ -	\$ -	\$ -
	18		-	\$ -	\$ -	\$ -	\$ -
	19		-	\$ -	\$ -	\$ -	\$ -
	20		-	\$ -	\$ -	\$ -	\$ -
☐ T&M ☒ Lump Sum ☐ Other _____			Subtotal	136	\$ 16,920.00	\$ 4,524.00	\$ 21,444.00



Summary		Project: Bethel Avenues Piped Water and Sewer Project Client: City of Bethel Project or Contract #: 1529.50147.00 8/28/2019				Prepared By: Chase Nelson Reviewed By: Kevin Johnson
		Labor Subtotal Hours Cost		Direct Expenses Subtotal	Subconsultants	Project Totals
TOTAL		6175	\$ 792,475.00	\$ 80,610.00	\$ 102,685.00	\$ 975,770.00

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 10, 2019.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- ~~T. Perform or provide the following:~~

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 10, 2019.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$777,600 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$74,000
b. Preliminary Design Phase	\$286,200
c. Final Design Phase	\$396,000
d. Bidding and Negotiating Phase	\$21,400
e. Construction Phase	\$TO BE ADDED
f. Post-Construction Phase	\$TO BE ADDED
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the ~~following~~ Reimbursable Expenses (see Appendix 1 for rates or charges): **As Stated in Exhibit A-1.**
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **36** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **July 1, 2019** to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **3.25**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 10, 2019].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$.10/page
Copies of Drawings	Added by Amendment
Mileage (auto)	\$.70/mile
Air Transportation	at costx1.1
CAD Charge	\$ 100/hour
Laboratory Testing	at costx1.1
Health and Safety Level D	Added by Amendment
Health and Safety Level C	Added by Amendment
Meals and Lodging	at costx1.1

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VIII	\$[205]/hour
Engineer VII	[195]/hour
Engineer VI	[180]/hour
Engineer V	[160]/hour
Engineer IV	[140]/hour
Engineer III	[125]/hour
Engineer II	[120]/hour
Engineer I	[110]/hour

All other rates shall be as agreed upon by amendment. Rates go up annually and are adjusted on July 1 of each year.

RUS CERTIFICATION PAGE

PROJECT NAME: _____

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500 (2014). In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ _____
Resident Project Observation	\$ _____
Additional Services	\$ _____
TOTAL:	\$ _____

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer	Date
----------	------

Name and Title

Owner	Date
-------	------

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative	Date
-----------------------	------

Name and Title

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 10, 2019.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency. RPR services will be added by amendment.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~**Deleted.** Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 10, 2019.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 10, 2019.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$500,000
- 2) Bodily injury by disease, each employee: \$500,000
- 3) Bodily injury/disease, aggregate: \$500,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$2,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$5,000,000
- 2) General Aggregate: \$5,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): \$[]

2. By Owner:

a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- | | |
|--|-----------|
| 1) Bodily injury, Each Accident | \$500,000 |
| 2) Bodily injury by Disease, Each Employee | \$500,000 |
| 3) Bodily injury/Disease, Aggregate | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | \$1,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$2,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$5,000,000 |
| 2) General Aggregate: | \$5,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify): \$[]

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. DOWL
Engineer

b. EDC, Inc.
Engineer's Consultant

c. []
Engineer's Consultant

d. []
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 10, 2019

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **Construction Industry Mediation Rules of the American Arbitration Association**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 10, 2019.

Limitations of Liability

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
-
- F. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 10, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

City of Bethel Information Memorandum

Information Memo No.	19-09		
Date introduced:	September 10, 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, 2019 to August 31, 2019 – Utilities Maintenance – Water & Wastewater Activity Report.

Attachment(s): (1) City of Bethel Water & Sewer Services Expenditures Compared to Budget from July 1, 2019 to August 31, 2019 and (2) August 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 2020 contains months of data from July 1, 2019 to August 31, 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 - Public Works Department

Utilities Maintenance Activity Report

FY20 - August 2019

Public Works Director - William Arnold

City Sub Water Treatment Plant

Bethel Heights Water Treatment Plant

August
Fiscal Year to Date

Water				Chemical Usage			Water				Chemical Usage		
Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	Backwash Usage (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	School Water (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)
4,881,442	1,694,000	1,659,120	681,000	825	10,800	213	2,647,689	595,300	3,114,686	120,320	675	2,800	86
11,998,623	4,397,000	3,901,096	1,611,000	2,250	26,100	537	4,940,251	804,601	6,268,515	184,938	1,200	5,150	205

Bethel Heights WTP	Monthly water logs to ADEC from BHWTP and CSWTP.
City Sub WTP	Institutional Corridor is complete and in operation. 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	DMR report to ADEC. Lagoon spring operations were started on 5/27/19 and stopped 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. New Service line connected at the YK Long-Term Care (LTC) & LTC Managers Apartment connected 7/30. New Service Line connected to the YK Prematernal Building. 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

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER</u>					
51-42-410 TRUCKED WATER	2,511.90	253,981.96	2,798,807.00	2,544,825.04	9.1
51-42-412 METERED PIPED WATER COMM.	.00	22,393.62	1,035,290.00	1,012,896.38	2.2
51-42-414 UNMETERED PIPED WTR RESID	.00	72,850.28	808,639.00	735,788.72	9.0
51-42-416 CONTRACT WATER	.00	.00	10,675.00	10,675.00	.0
51-42-436 PUMPHOUSE WATER	2,607.25	6,826.90	18,859.00	12,032.10	36.2
TOTAL WATER	5,119.15	356,052.76	4,672,270.00	4,316,217.24	7.6
<u>SEWER</u>					
51-43-411 TRUCKED SEWER (EVAC/HB)	563.21	138,613.78	1,648,000.00	1,509,386.22	8.4
51-43-412 METERED PIPED SEWER COMM.	.00	1,899,205.00	867,887.00	(1,031,318.00)	218.8
51-43-414 UNMETERED PIPED SEWER RES	.00	21,512.68	242,255.00	220,742.32	8.9
51-43-416 CONTRACT SEWER	.00	523.94	24,828.00	24,304.06	2.1
TOTAL SEWER	563.21	2,059,855.40	2,782,970.00	723,114.60	74.0
<u>MISCELLANEOUS</u>					
51-45-434 UTILITY PENALTY/INTEREST	.00	1,825.11	38,163.00	36,337.89	4.8
51-45-435 RECONNECT FEES	.00	70.00	2,758.00	2,688.00	2.5
51-45-450 SENIOR DISCOUNT	.00	(4,242.74)	46,000.00	50,242.74	(9.2)
51-45-467 NSF CHECKS AND FEES	.00	35.00	130.00	95.00	26.9
51-45-468 UTILITY INSPECTION FEES	180.00	380.00	2,000.00	1,620.00	19.0
51-45-471 WATER SUBSCRIPTION FEES	.00	15,089.94	168,395.00	153,305.06	9.0
51-45-472 SEWER SUBSCRIPTION FEES	.00	15,970.59	177,428.00	161,457.41	9.0
51-45-487 INVESTMENT INCOME	.00	.00	16,000.00	16,000.00	.0
TOTAL MISCELLANEOUS	180.00	29,127.90	450,874.00	421,746.10	6.5
<u>MISCELLANEOUS</u>					
51-49-466 CASH OVER/SHORT	.00	60.00	100.00	40.00	60.0
51-49-495 MISCELLANEOUS INCOME	.00	178.57	3,226.00	3,047.43	5.5
TOTAL MISCELLANEOUS	.00	238.57	3,326.00	3,087.43	7.2
TOTAL FUND REVENUE	5,862.36	2,445,274.63	7,909,440.00	5,464,165.37	30.9

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
51-80-501 SALARIES	3,151.94	9,132.28	90,127.00	80,994.72	10.1
51-80-502 OVERTIME	.00	.00	1,025.00	1,025.00	.0
51-80-508 LEAVE CASHOUT	.00	.00	4,396.00	4,396.00	.0
51-80-511 MEDICARE FICA	45.34	131.69	1,322.00	1,190.31	10.0
51-80-512 GROUP HEALTH INSURANCE	1,216.92	2,433.84	42,189.00	39,755.16	5.8
51-80-515 UNEMPLOYMENT	.00	.00	1,322.00	1,322.00	.0
51-80-516 WORKERS' COMPENSATION	.00	.00	244.00	244.00	.0
51-80-518 PERS	693.43	2,009.10	20,053.00	18,043.90	10.0
51-80-519 UTILITY BENEFIT	.00	.00	7,980.00	7,980.00	.0
51-80-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-80-561 SUPPLIES	.00	.00	4,000.00	4,000.00	.0
51-80-649 ONLINE BILL PAY	.00	.00	3,000.00	3,000.00	.0
51-80-683 MINOR EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
51-80-721 INSURANCE	.00	.00	932.00	932.00	.0
51-80-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-80-733 POSTAGE	2,024.97	2,699.96	13,000.00	10,300.04	20.8
51-80-736 BANK CHARGES	.00	.00	36,500.00	36,500.00	.0
51-80-777 PROJECT-BOILER & HVAC REBUILD	.00	1,085.00	.00 (	1,085.00)	.0
51-80-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
51-80-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,256.00	14,256.00	.0
51-80-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	28,839.00	28,839.00	.0
 TOTAL UTILITY BILLING	 7,132.60	 17,491.87	 273,685.00	 256,193.13	 6.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED WATER</u>					
51-81-501 SALARIES	17,216.13	52,557.91	463,487.00	410,929.09	11.3
51-81-502 OVERTIME	5,201.30	16,205.01	125,000.00	108,794.99	13.0
51-81-508 LEAVE CASHOUT	.00	.00	22,313.00	22,313.00	.0
51-81-511 MEDICARE	348.77	1,039.95	8,533.00	7,493.05	12.2
51-81-512 EMPLOYEE GROUP BENEFITS	15,710.24	31,420.48	210,945.00	179,524.52	14.9
51-81-515 UNEMPLOYMENT	.00	.00	6,379.00	6,379.00	.0
51-81-516 WORKERS' COMPENSATION	.00	.00	15,202.00	15,202.00	.0
51-81-518 PERS	4,931.84	15,127.86	129,467.00	114,339.14	11.7
51-81-519 UTILITY BENEFIT	.00	.00	39,900.00	39,900.00	.0
51-81-545 TRAINING/TRAVEL	180.00	180.00	2,000.00	1,820.00	9.0
51-81-561 SUPPLIES	.00	.00	10,000.00	10,000.00	.0
51-81-563 WEARING APPAREL	.00	.00	10,000.00	10,000.00	.0
51-81-600 TIRES	.00	.00	42,000.00	42,000.00	.0
51-81-601 VEHICLE MT. (PARTS & TOOLS)	4,714.96	8,648.70	180,000.00	171,351.30	4.8
51-81-602 GASOLINE/DIESEL/OIL	903.20	1,411.60	120,000.00	118,588.40	1.2
51-81-621 ELECTRICITY	.00	.00	10,500.00	10,500.00	.0
51-81-622 TELEPHONE	2.74	5.49	650.00	644.51	.8
51-81-623 HEATING FUEL	.00	.00	14,500.00	14,500.00	.0
51-81-626 WATER/SEWER/GARBAGE	.00	.00	8,500.00	8,500.00	.0
51-81-627 STAFF CELLULAR PHONES	52.88	105.76	840.00	734.24	12.6
51-81-650 LAB TESTS	.00	50.00	5,000.00	4,950.00	1.0
51-81-661 VEHICLE MAINT/REPAIR	.00	.00	310,326.00	310,326.00	.0
51-81-662 PROPERTY MAINT	.00	.00	46,393.00	46,393.00	.0
51-81-665 CITY SAFETY	.00	.00	1,000.00	1,000.00	.0
51-81-669 OTHER PURCHASED SERVICES	4,235.00	4,602.74	5,000.00	397.26	92.1
51-81-683 MINOR EQUIPMENT	.00	1,265.64	4,000.00	2,734.36	31.6
51-81-691 WATER TRUCK	.00	.00	37,323.00	37,323.00	.0
51-81-699 XFER TO F-58 FLEET REPLACEMENT	.00	.00	1,573,938.00	1,573,938.00	.0
51-81-721 INSURANCE	.00	.00	86,739.00	86,739.00	.0
51-81-722 INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
51-81-724 DUES/SUBSCRIPTIONS	.00	.00	80.00	80.00	.0
51-81-738 BAD DEBT EXPENSE	.00	.00	10,000.00	10,000.00	.0
51-81-799 MISCELLANEOUS	.00	.00	2,000.00	2,000.00	.0
51-81-996 ADMIN OVERHEAD-IT SVCS	.00	.00	13,563.00	13,563.00	.0
51-81-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	174,623.00	174,623.00	.0
 TOTAL HAULED WATER	 53,497.06	 132,621.14	 3,700,201.00	 3,567,579.86	 3.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED WATER</u>					
51-82-501 SALARIES	5,138.72	13,857.74	167,422.00	153,564.26	8.3
51-82-502 OVERTIME	681.67	3,334.90	30,750.00	27,415.10	10.9
51-82-508 LEAVE CASHOUT	.00	.00	7,575.00	7,575.00	.0
51-82-511 MEDICARE	85.96	252.45	2,874.00	2,621.55	8.8
51-82-512 EMPLOYEE GROUP BENEFITS	3,515.30	6,482.98	55,448.00	48,965.02	11.7
51-82-515 UNEMPLOYMENT	.00	.00	1,634.00	1,634.00	.0
51-82-516 WORKERS' COMPENSATION	.00	.00	5,119.00	5,119.00	.0
51-82-518 PERS	1,280.49	3,782.39	43,598.00	39,815.61	8.7
51-82-519 UTILITY BENEFIT	.00	.00	10,488.00	10,488.00	.0
51-82-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
51-82-561 SUPPLIES	.00	441.50	6,000.00	5,558.50	7.4
51-82-563 WEARING APPAREL	.00	75.00	3,000.00	2,925.00	2.5
51-82-592 PLUMBING SUPPLIES	.00	436.70	15,000.00	14,563.30	2.9
51-82-600 TIRES AND WHEELS	.00	.00	1,200.00	1,200.00	.0
51-82-601 VEHICLE MT. (PARTS & TOOLS)	1,053.33	2,479.99	8,000.00	5,520.01	31.0
51-82-602 GASOLINE/DIESEL/OIL	162.31	1,315.44	15,000.00	13,684.56	8.8
51-82-621 ELECTRICITY-UTIL MT SHOP	.00	137.57	5,500.00	5,362.43	2.5
51-82-622 TELEPHONE	5.48	10.98	100.00	89.02	11.0
51-82-623 HEATING FUEL	416.70	416.70	25,000.00	24,583.30	1.7
51-82-626 WATER/SEWER/GARB	.00	.00	600.00	600.00	.0
51-82-627 STAFF CELLULAR PHONES	52.88	105.76	1,680.00	1,574.24	6.3
51-82-649 ENGINEERING SERVICES	.00	.00	25,000.00	25,000.00	.0
51-82-661 VEHICLE MAINT/REPAIR	.00	.00	3,003.00	3,003.00	.0
51-82-665 CITY SAFETY	.00	.00	2,000.00	2,000.00	.0
51-82-669 OTHER PURCHASED SERVICES	.00	122.58	1,500.00	1,377.42	8.2
51-82-683 MINOR EQUIPMENT	.00	524.38	25,000.00	24,475.62	2.1
51-82-690 GROOVING MACHINE	.00	.00	62,500.00	62,500.00	.0
51-82-721 INSURANCE	.00	.00	6,646.00	6,646.00	.0
51-82-727 ADVERTISING	17.25	17.25	1,000.00	982.75	1.7
51-82-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,801.00	14,801.00	.0
51-82-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	77,228.00	77,228.00	.0
 TOTAL PIPED WATER	 12,410.09	 33,794.31	 629,666.00	 595,871.69	 5.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BETHEL HTS WTR TREATMENT</u>					
51-83-501 SALARIES	5,328.92	16,045.39	124,086.00	108,040.61	12.9
51-83-502 OVERTIME	1,023.52	2,873.46	35,875.00	33,001.54	8.0
51-83-508 LEAVE CASHOUT	.00	4,104.62	5,757.00	1,652.38	71.3
51-83-511 MEDICARE	32.73	99.89	2,319.00	2,219.11	4.3
51-83-512 EMPLOYEE GROUP BENEFITS	3,014.73	6,029.46	42,189.00	36,159.54	14.3
51-83-515 UNEMPLOYMENT	.00	.00	1,243.00	1,243.00	.0
51-83-516 WORKERS' COMPENSATION	.00	.00	4,132.00	4,132.00	.0
51-83-518 PERS	1,397.53	4,162.14	35,192.00	31,029.86	11.8
51-83-519 UTILITY BENEFIT	.00	.00	7,980.00	7,980.00	.0
51-83-545 TRAINING/TRAVEL	.00	.00	4,000.00	4,000.00	.0
51-83-561 SUPPLIES	.00	.00	4,000.00	4,000.00	.0
51-83-563 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
51-83-567 CHEMICALS	.00	25,034.80	55,000.00	29,965.20	45.5
51-83-592 PLUMBING SUPPLIES	.00	.00	5,000.00	5,000.00	.0
51-83-621 ELECTRICITY (PUMPHOUSE)	.00	3,576.74	90,000.00	86,423.26	4.0
51-83-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-83-623 HEATING FUEL (PUMPHOUSE)	862.70	4,182.37	130,000.00	125,817.63	3.2
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	.00	105.00	12,000.00	11,895.00	.9
51-83-661 VEHICLE MAINT/REPAIR	.00	.00	3,003.00	3,003.00	.0
51-83-665 CITY SAFETY	.00	.00	6,000.00	6,000.00	.0
51-83-669 OTHER PURCHASED SERVICES	.00	.00	10,000.00	10,000.00	.0
51-83-683 MINOR EQUIPMENT	.00	.00	25,000.00	25,000.00	.0
51-83-721 INSURANCE	.00	.00	21,729.00	21,729.00	.0
51-83-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-83-772 PROJECT EXPENSES	.00	.00	50,000.00	50,000.00	.0
51-83-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,108.00	14,108.00	.0
51-83-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	44,249.00	44,249.00	.0
 TOTAL BETHEL HTS WTR TREATMENT	 11,660.13	 66,213.87	 737,362.00	 671,148.13	 9.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY SUB WTR TREATMENT</u>					
51-84-501 SALARIES	3,539.71	10,839.76	189,169.00	178,329.24	5.7
51-84-502 OVERTIME	1,243.71	4,169.11	35,875.00	31,705.89	11.6
51-84-508 LEAVE CASHOUT	.00	.00	8,932.00	8,932.00	.0
51-84-511 MEDICARE	73.13	224.98	3,263.00	3,038.02	6.9
51-84-512 EMPLOYEE GROUP BENEFITS	2,830.89	5,661.78	66,297.00	60,635.22	8.5
51-84-515 UNEMPLOYMENT	.00	.00	1,953.00	1,953.00	.0
51-84-516 WORKERS' COMPENSATION	.00	.00	5,814.00	5,814.00	.0
51-84-518 PERS	1,052.36	3,301.95	49,510.00	46,208.05	6.7
51-84-519 UTILITY BENEFIT	.00	.00	12,540.00	12,540.00	.0
51-84-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
51-84-561 SUPPLIES	.00	.00	2,500.00	2,500.00	.0
51-84-563 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
51-84-567 CHEMICALS	.00	78,104.38	100,000.00	21,895.62	78.1
51-84-592 PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
51-84-600 TIRES & WHEELS	.00	.00	1,500.00	1,500.00	.0
51-84-602 GASOLINE/DIESEL/OIL	47.97	47.97	1,000.00	952.03	4.8
51-84-621 ELECTRICITY (CS WTF)	.00	6,050.10	60,000.00	53,949.90	10.1
51-84-622 TELEPHONE	2.74	5.49	100.00	94.51	5.5
51-84-623 HEATING FUEL(CS WTF)	433.02	10,152.88	150,000.00	139,847.12	6.8
51-84-650 LAB TESTS	860.00	2,762.19	10,000.00	7,237.81	27.6
51-84-661 VEHICLE MAINT (ISF)	.00	.00	3,003.00	3,003.00	.0
51-84-665 CITY SAFETY	.00	.00	2,500.00	2,500.00	.0
51-84-669 OTHER PURCHASED SERVICES	.00	122.58	5,000.00	4,877.42	2.5
51-84-683 MINOR EQUIPMENT	.00	.00	20,000.00	20,000.00	.0
51-84-721 INSURANCE	.00	.00	13,560.00	13,560.00	.0
51-84-996 ADMIN OVERHEAD-IT SVCS	.00	.00	15,494.00	15,494.00	.0
51-84-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	63,841.00	63,841.00	.0
 TOTAL CITY SUB WTR TREATMENT	 10,083.53	 121,443.17	 831,351.00	 709,907.83	 14.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED SEWER</u>					
51-85-501 SALARIES	14,422.97	42,589.68	524,733.00	482,143.32	8.1
51-85-502 OVERTIME	2,598.15	8,071.33	125,000.00	116,928.67	6.5
51-85-508 LEAVE CASHOUT	.00	907.73	25,301.00	24,393.27	3.6
51-85-511 MEDICARE	264.33	782.01	9,421.00	8,638.99	8.3
51-85-512 EMPLOYEE GROUP BENEFITS	19,368.06	38,736.12	234,571.00	195,834.88	16.5
51-85-515 UNEMPLOYMENT	.00	.00	6,910.00	6,910.00	.0
51-85-516 WORKERS' COMPENSATION	.00	.00	18,393.00	18,393.00	.0
51-85-518 PERS	3,744.65	11,145.40	142,941.00	131,795.60	7.8
51-85-519 UTILITY BENEFIT	.00	.00	44,346.00	44,346.00	.0
51-85-545 TRAINING/TRAVEL	.00	.00	300.00	300.00	.0
51-85-561 SUPPLIES	.00	.00	7,000.00	7,000.00	.0
51-85-563 WEARING APPAREL	.00	.00	7,000.00	7,000.00	.0
51-85-600 TIRES & WHEELS	.00	.00	12,000.00	12,000.00	.0
51-85-601 VEHICLE MT. (PARTS & TOOLS)	270.75	2,928.05	50,000.00	47,071.95	5.9
51-85-602 GASOLINE/DIESEL/OIL	801.51	2,870.01	110,000.00	107,129.99	2.6
51-85-621 ELECTRICITY	.00	.00	8,300.00	8,300.00	.0
51-85-622 TELEPHONE	.00	.00	400.00	400.00	.0
51-85-623 HEATING FUEL	.00	.00	12,000.00	12,000.00	.0
51-85-626 WATER/SEWER/GARBAGE	.00	.00	9,000.00	9,000.00	.0
51-85-627 CELL PHONE	.00	.00	840.00	840.00	.0
51-85-661 VEHICLE MAINT/REPAIR	.00	100.00	310,326.00	310,226.00	.0
51-85-662 PROPERTY MAINT	.00	.00	46,393.00	46,393.00	.0
51-85-669 OTHER PURCHASED SERVICES	4,235.00	5,093.06	7,000.00	1,906.94	72.8
51-85-683 MINOR EQUIPMENT	.00	.00	3,100.00	3,100.00	.0
51-85-721 INSURANCE	.00	.00	70,082.00	70,082.00	.0
51-85-722 INSURANCE-DED EXP & OTHER	.00	.00	20,000.00	20,000.00	.0
51-85-724 DUES/SUBSCRIPTIONS	.00	.00	30.00	30.00	.0
51-85-799 MISCELLANEOUS	.00	.00	1,200.00	1,200.00	.0
51-85-996 ADMIN OVERHEAD-IT SVCS	.00	.00	13,563.00	13,563.00	.0
51-85-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	193,499.00	193,499.00	.0
 TOTAL HAULED SEWER	 45,705.42	 113,223.39	 2,013,649.00	 1,900,425.61	 5.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED SEWER</u>					
51-86-501 SALARIES	4,905.22	13,157.25	167,074.00	153,916.75	7.9
51-86-502 OVERTIME	681.69	3,334.93	30,750.00	27,415.07	10.9
51-86-508 LEAVE CASHOUT	.00	.00	7,575.00	7,575.00	.0
51-86-511 MEDICARE	82.52	242.18	2,868.00	2,625.82	8.4
51-86-512 EMPLOYEE GROUP BENEFITS	3,331.46	6,115.18	55,448.00	49,332.82	11.0
51-86-515 UNEMPLOYMENT	.00	.00	1,634.00	1,634.00	.0
51-86-516 WORKERS' COMPENSATION	.00	.00	5,600.00	5,600.00	.0
51-86-518 PERS	1,229.12	3,628.21	43,521.00	39,892.79	8.3
51-86-519 UTILITY BENEFITS	.00	.00	10,488.00	10,488.00	.0
51-86-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
51-86-561 SUPPLIES	.00	452.98	6,000.00	5,547.02	7.6
51-86-563 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
51-86-590 GLYCOL SUPPLIES	.00	.00	70,000.00	70,000.00	.0
51-86-592 PLUMBING SUPPLIES	.00	.00	10,000.00	10,000.00	.0
51-86-600 TIRES & WHEELS	.00	.00	2,000.00	2,000.00	.0
51-86-601 VEHICLE MT. (PARTS & TOOLS)	1,053.33	2,595.59	6,500.00	3,904.41	39.9
51-86-602 GASOLINE/DIESEL/OIL	244.02	541.19	15,000.00	14,458.81	3.6
51-86-621 ELECTRICITY-LIFTST & BLDG	.00	4,000.32	100,000.00	95,999.68	4.0
51-86-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-86-623 HEATING FUEL	.00	166.55	35,000.00	34,833.45	.5
51-86-626 WATER/SEWER/GARB	.00	.00	600.00	600.00	.0
51-86-661 VEHICLE MAINT/REPAIR	.00	.00	3,003.00	3,003.00	.0
51-86-665 CITY SAFETY	.00	.00	5,000.00	5,000.00	.0
51-86-669 OTHER PURCHASED SERVICES	.00	6,042.25	20,000.00	13,957.75	30.2
51-86-683 MINOR EQUIPMENT	.00	.00	125,000.00	125,000.00	.0
51-86-691 FORD F350 1 TON	.00	.00	40,000.00	40,000.00	.0
51-86-721 INSURANCE	.00	.00	6,561.00	6,561.00	.0
51-86-736 LEASED PROPERTY-LIFT STATIONS	.00	.00	15,000.00	15,000.00	.0
51-86-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,801.00	14,801.00	.0
51-86-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	55,566.00	55,566.00	.0
 TOTAL PIPED SEWER	 11,527.36	 40,276.63	 861,489.00	 821,212.37	 4.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER LAGOON</u>					
51-87-501 SALARIES	1,594.43	4,446.94	68,912.00	64,465.06	6.5
51-87-502 OVERTIME	151.48	816.68	10,250.00	9,433.32	8.0
51-87-508 LEAVE CASHOUT	.00	.00	2,211.00	2,211.00	.0
51-87-511 MEDICARE	26.01	77.70	1,148.00	1,070.30	6.8
51-87-512 EMPLOYEE GROUP BENEFITS	1,099.63	2,077.70	21,697.00	19,619.30	9.6
51-87-515 UNEMPLOYMENT	.00	.00	639.00	639.00	.0
51-87-516 WORKERS' COMPENSATION	.00	.00	2,241.00	2,241.00	.0
51-87-518 PERS	384.09	1,158.07	17,416.00	16,257.93	6.7
51-87-519 UTILITY BENEFIT	.00	.00	4,104.00	4,104.00	.0
51-87-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
51-87-561 SUPPLIES	.00	.00	1,500.00	1,500.00	.0
51-87-563 WEARING APPAREL	.00	.00	2,000.00	2,000.00	.0
51-87-592 PLUMBING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
51-87-602 GASOLINE	.00	217.09	20,000.00	19,782.91	1.1
51-87-650 LAB TESTS (SAMPLES)	.00	431.19	12,000.00	11,568.81	3.6
51-87-665 CITY SAFETY	.00	.00	2,000.00	2,000.00	.0
51-87-669 OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
51-87-683 MINOR EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
51-87-721 INSURANCE	.00	.00	443.00	443.00	.0
51-87-724 DUES & SUBSCRIPTIONS	.00	.00	7,920.00	7,920.00	.0
51-87-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-87-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	21,993.00	21,993.00	.0
TOTAL SEWER LAGOON	3,255.64	9,225.37	204,474.00	195,248.63	4.5
TOTAL FUND EXPENDITURES	155,271.83	534,289.75	9,251,877.00	8,717,587.25	5.8
NET REVENUE OVER EXPENDITURES	(149,409.47)	1,910,984.88	(1,342,437.00)	(3,253,421.88)	142.4

Community Meeting:

Local Option

(Alcoholic Beverage Control)

Outcome Evaluation Findings

Bethel voted to switch from dry to wet in 2009. The first liquor store opened in 2016. We wanted to learn whether Bethel was safer before or after becoming wet. We also want to learn whether Bethel was safer before or after the liquor store opened.

**Come join us as we report what we did
and what we found.**

Please attend one of the following meetings at
the Yupiit Piciryarait Cultural Center:

Wednesday	Wednesday
August 28, 2019	August 28, 2019
1:30pm to 3:00 pm	7:00 pm to 8:30 pm

Project completed by: Institute for Circumpolar Health Studies at the University of Alaska Anchorage and the Alaska Native Tribal Health Consortium. Funding provided by Recover Alaska.

Contact: Dr. Janet Johnston, UAA.

Email: jmjohnston2@alaska.edu. Phone: 907-786-6567



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: September 3, 2019
TO: Fred Watson, Mayor
FROM: Bill Howell, Acting City Manager
SUBJECT: City Manager's Report – September 3, 2019

Current Events

- Bo Foley has been appointed to act as City Manager for the Month of September 2019. I will be in Bethel during this time and available for calls.
- A final letter is being sent to the public regarding the new water test data and a date correction of the public notice certifications sent out in July 2019. The City's recent test results showed no exceedances of Federal Action level for lead. The City is no longer required to send out quarterly notices.
- Insurance claim investigation responsibility was transferred to the Human Resources Manager.
- A letter from the State of Alaska regarding the Audit is included with this report. The letter indicates the City is now compliant with State audit requirements.
- The City is working with Attorney Michael Gatti to review several joint purchasing contracts for City use. Two contracts have been approved: HGAC and Sourcewell.
- We are working with the developer and DOWL to finalize the Blue Sky Subdivision project.
- On August 20, 2019 a meeting with DOWL was held in chambers to brief the City on ongoing projects and discuss the upcoming Avenues

project. DOWL provided a copy of the landfill closure study.

- Administration, Fire and Finance are working on submitting the GEMT cost reports needed to begin collecting additional Medicaid reimbursements. The City is considering contracting these services due to the time consuming and technical nature of these reports.

Ongoing Business

- Loan documents for the "Avenues" water and sewer improvements bond were signed August 28, 2019 at City Hall. The City may now begin the process of starting work with DOWL
- DOWL was hired to produce a structural condition report for the South floor (garage entry area) of the Public Works building. The Public Works Department recently discovered significant rotting of the wood support members. Additional funds are needed for a full assessment of the City shop floor. A quote for further structural assessment is being reviewed.

A local contractor quoted the city \$100,000 for the repairs. A proposal for repair will be brought to the Council in the next few meetings. In the meantime, water and sewer trucks are being parked outside.

- A list of missing street signs was sent to the ADOT&PF and City Streets and Road Division for replacement. The City portion of these missing signs is in review. KYUK was hired to verify all Yup'ik spellings on the new signs prior to production.
- We are waiting for a draft of the Long Range Transportation Plan (LRTP) from DOWL. A change order to the original scope of work for completion is being forwarded to Administration.
- A Department Head meeting was held on August 22, 2019. The next Department Head meeting is scheduled for September 5, at 10 A.M.
- A meeting with Union leaders was held on and August 20, 2019.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Administration

DIVISION OF FINANCE
Director's Office

P.O. Box 110204
Juneau, Alaska 99811-0204
Direct: (907) 465-4666
Fax: (907) 465-2169

August 19, 2019

City of Bethel
Attn: Bill Howell, Acting City Manager
P.O. Box 1388
Bethel, AK 99559

Dear Mr. Howell,

This letter is a follow up to the May 6, 2019 letter issuing a noncompliance declaration to City of Bethel for failing to submit a copy of its FY18 state and federal single audit to the State of Alaska.

A copy of the FY18 state and federal single audit was received in this office on July 24, 2019. I am pleased to advise you the audit has been accepted and the noncompliance declaration has been rescinded.

If you have any questions or need further information regarding audit and reporting requirements, please contact Colleen Campbell, Single Audit Coordinator at (907) 465-4666.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hans Zigmund".

for
Hans Zigmund, Director
Division of Finance

cc: All Departmental Single Audit Representatives



CITY OF BETHEL

P.O. Box 1388 • Bethel, Alaska 99559
907-543-2047
Fax # 907-543-4171

September 5, 2019

RE: Drinking Water Test Results (July 24-29, 2019)

To Bethel Water and Sewer Customers:

The City of Bethel conducted drinking water sampling during July 24-29, 2019 and found that none of the water samples exceeded Federal Action Levels for lead and only one exceeded the Federal Action Level for copper. As a result of these tests, the City is no longer required to issue public notices and mail out public education materials regarding this matter.

Correction

The City of Bethel issued certification statements for its consumer notices, public education, and quarterly public notice documents that were either hand-delivered or mailed to water and sewer service subscribers in July 2019. The City's signed certification incorrectly indicated that it met the deadline requirements for such notices. See corrections in the table below.

Alaska Department of Environmental Conservation's letter to City dated October 25, 2018 contained required notice dates.		
	Required Date	Actual Date
Consumer Notices	November 22, 2018	July 24, 2019
Public Education on lead	December 22, 2019	July 29, 2019
Quarterly Public Notice	December 31, 2018	July 29, 2019
	March 31, 2019	July 29, 2019
	June 30, 2019	July 29, 2019

If you have any questions or concerns, please contact me by email (warnold@cityofbethel.net) or by phone at 543-3110.

Sincerely,

Bill Arnold

Bill Arnold
Public Works Director

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
ADMINISTRATION						
10-51-501	SALARIES	23,295.21	23,295.21	346,679.00	323,383.79	6.7
10-51-508	LEAVE CASHOUT	10,301.11	10,301.11	.00	(10,301.11)	.0
10-51-510	SOCIAL SECURITY EXPENSE	.00	.00	744.00	744.00	.0
10-51-511	MEDICARE FICA	503.06	503.06	5,027.00	4,523.94	10.0
10-51-512	EMPLOYEE GROUP BENEFITS	12,801.84	12,801.84	72,324.00	59,522.16	17.7
10-51-515	UNEMPLOYMENT	.00	.00	2,131.00	2,131.00	.0
10-51-516	WORKERS' COMPENSATION	.00	.00	926.00	926.00	.0
10-51-518	PERS	5,124.96	5,124.96	73,629.00	68,504.04	7.0
10-51-519	UTILITY BENEFIT	.00	.00	13,680.00	13,680.00	.0
10-51-545	TRAINING/TRAVEL	2,539.33	2,539.33	10,000.00	7,460.67	25.4
10-51-561	SUPPLIES	1,759.94	1,759.94	6,700.00	4,940.06	26.3
10-51-602	GASOLINE / DIESEL / OIL	.00	.00	1,500.00	1,500.00	.0
10-51-621	ELECTRICITY	1,304.21	1,304.21	14,400.00	13,095.79	9.1
10-51-622	TELEPHONE	2,339.40	2,339.40	20,000.00	17,660.60	11.7
10-51-623	HEATING FUEL	640.86	640.86	26,400.00	25,759.14	2.4
10-51-626	WATER/SEWER/GARB/	.00	.00	11,500.00	11,500.00	.0
10-51-627	STAFF CELLULAR PHONES	183.98	183.98	840.00	656.02	21.9
10-51-642	LEGAL FEES	15,530.49	15,530.49	5,000.00	(10,530.49)	310.6
10-51-646	DRUG TESTING/BCKGRND CKS	780.00	780.00	9,500.00	8,720.00	8.2
10-51-649	PROFESSIONAL FEES	.00	.00	20,000.00	20,000.00	.0
10-51-661	VEHICLE MAINT/REPAIR	.00	.00	1,502.00	1,502.00	.0
10-51-663	JANITORIAL	1,950.00	1,950.00	11,400.00	9,450.00	17.1
10-51-669	OTHER PURCHASED SERVICES	350.26	350.26	6,500.00	6,149.74	5.4
10-51-683	MINOR EQUIPMENT	73.13	73.13	2,000.00	1,926.87	3.7
10-51-721	INSURANCE	.00	.00	16,224.00	16,224.00	.0
10-51-724	DUES/SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
10-51-727	ADVERTISING	.00	.00	1,000.00	1,000.00	.0
10-51-732	EQUIPMENT RENTAL	.00	.00	2,000.00	2,000.00	.0
10-51-733	POSTAGE	.00	.00	1,000.00	1,000.00	.0
10-51-790	ALLOWANCE SPECIAL EVENTS	.00	.00	5,000.00	5,000.00	.0
10-51-799	MISCELLANEOUS EXPENSES	35.75	35.75	1,000.00	964.25	3.6
10-51-875	INDIRECT COST RECOVERY	.00	.00	(291,468.00)	(291,468.00)	.0
10-51-996	ADMIN OVERHEAD-IT SVCS	.00	.00	17,028.00	17,028.00	.0
TOTAL ADMINISTRATION		79,513.53	79,513.53	415,366.00	335,852.47	19.1

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY CLERKS OFFICE</u>					
10-52-501 SALARIES	16,756.98	16,756.98	118,364.00	101,607.02	14.2
10-52-502 OVERTIME	508.11	508.11	500.00	(8.11)	101.6
10-52-511 MEDICARE	253.66	253.66	1,724.00	1,470.34	14.7
10-52-512 EMPLOYEE GROUP BENEFITS	4,315.46	4,315.46	24,108.00	19,792.54	17.9
10-52-515 UNEMPLOYMENT	.00	.00	1,065.00	1,065.00	.0
10-52-516 WORKERS' COMPENSATION	.00	.00	318.00	318.00	.0
10-52-518 P.E.R.S.	3,798.31	3,798.31	26,150.00	22,351.69	14.5
10-52-519 UTILITY BENEFIT	.00	.00	4,560.00	4,560.00	.0
10-52-541 TRAVEL/TRAINING-COUNCIL	536.20	536.20	10,000.00	9,463.80	5.4
10-52-545 TRAINING/TRAVEL-CLERK	.00	.00	6,300.00	6,300.00	.0
10-52-561 SUPPLIES-CLERK	570.37	570.37	4,300.00	3,729.63	13.3
10-52-562 SUPPLIES-COUNCIL	.00	.00	500.00	500.00	.0
10-52-627 STAFF CELLULAR PHONES	119.46	119.46	840.00	720.54	14.2
10-52-642 LEGAL FEES	1,170.00	1,170.00	5,000.00	3,830.00	23.4
10-52-644 CONSULTING FEES	4,500.00	4,500.00	25,000.00	20,500.00	18.0
10-52-669 OTHER PURCHASE SERVICES	4,015.79	4,015.79	14,600.00	10,584.21	27.5
10-52-682 ELECTION EXPENSES	54.00	54.00	15,000.00	14,946.00	.4
10-52-684 DONATIONS & AWARDS	.00	.00	500.00	500.00	.0
10-52-721 INSURANCE	.00	.00	2,617.00	2,617.00	.0
10-52-724 DUES/SUBSCRIPTIONS	.00	.00	7,000.00	7,000.00	.0
10-52-790 ALLOWANCE FOR SPECIAL EVENTS	.00	.00	600.00	600.00	.0
10-52-875 INDRIECT COST RECOVERY	.00	.00	(129,576.00)	(129,576.00)	.0
10-52-996 ADMIN OVERHEAD-IT SVCS	.00	.00	17,028.00	17,028.00	.0
TOTAL CITY CLERKS OFFICE	36,598.34	36,598.34	156,498.00	119,899.66	23.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-53-501 SALARIES	50,041.17	50,041.17 (	3,000.00) (	53,041.17)	1668.0
10-53-502 OVERTIME	229.60	229.60	3,000.00	2,770.40	7.7
10-53-508 LEAVE CASHOUT	6,171.09	6,171.09	12,035.00	5,863.91	51.3
10-53-511 MEDICARE FICA	836.35	836.35	6,906.00	6,069.65	12.1
10-53-512 EMPLOYEE GROUP BENEFITS	20,218.60	20,218.60	150,675.00	130,456.40	13.4
10-53-515 UNEMPLOYMENT	.00	.00	4,439.00	4,439.00	.0
10-53-516 WORKERS' COMPENSATION	.00	.00	1,273.00	1,273.00	.0
10-53-518 PERS	11,059.55	11,059.55	104,786.00	93,726.45	10.6
10-53-519 UTILITY BENEFIT	.00	.00	28,500.00	28,500.00	.0
10-53-545 TRAINING/TRAVEL	.00	.00	36,000.00	36,000.00	.0
10-53-561 SUPPLIES	2,050.33	2,050.33	8,000.00	5,949.67	25.6
10-53-601 VEHICLE MT. (PARTS & TOOLS)	.00	.00	1,500.00	1,500.00	.0
10-53-602 GASOLINE	156.06	156.06	1,200.00	1,043.94	13.0
10-53-622 TELEPHONE	21.96	21.96	1,000.00	978.04	2.2
10-53-627 STAFF CELLULAR PHONES	52.88	52.88	840.00	787.12	6.3
10-53-640 SALES TAX AUDITS	.00	.00	15,000.00	15,000.00	.0
10-53-641 AUDITING EXPENSE	.00	.00	95,000.00	95,000.00	.0
10-53-649 OTHER PROFESSIONAL SVS	.00	.00	10,000.00	10,000.00	.0
10-53-661 VEHICLE MAINT/REPAIRS	.00	.00	1,502.00	1,502.00	.0
10-53-668 HARDWARE/SOFTWARE SUP/669	2,242.00	2,242.00	32,000.00	29,758.00	7.0
10-53-669 OTHER PURCHASED SERVICES	462.38	462.38	8,000.00	7,537.62	5.8
10-53-683 MINOR EQUIPMENT	4,196.66	4,196.66	4,500.00	303.34	93.3
10-53-721 INSURANCE	.00	.00	5,781.00	5,781.00	.0
10-53-724 DUES/SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
10-53-727 ADVERTISING	.00	.00	2,500.00	2,500.00	.0
10-53-735 FINANCE CHARGES/PENALTIES	(128.80)	(128.80)	5,000.00	5,128.80 (	2.6)
10-53-736 BANK CHARGES	.00	.00	35,000.00	35,000.00	.0
10-53-799 MISCELLANEOUS EXPENSES	90.00	90.00	1,000.00	910.00	9.0
10-53-875 INDIRECT COST RECOVERY	.00	.00 (	549,832.00)	(549,832.00)	.0
10-53-996 ADMIN OVERHEAD-IT SVCS	.00	.00	22,523.00	22,523.00	.0
TOTAL FINANCE	97,699.83	97,699.83	46,628.00 (	51,071.83)	209.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING</u>					
10-54-501 SALARIES	8,055.74	8,055.74	131,506.00	123,450.26	6.1
10-54-502 OVERTIME	21.79	21.79	.00	(21.79)	.0
10-54-508 LEAVE CASHOUT	.00	.00	6,575.00	6,575.00	.0
10-54-511 MEDICARE FICA	120.67	120.67	1,907.00	1,786.33	6.3
10-54-512 EMPLOYEE GROUP BENEFITS	2,433.84	2,433.84	44,600.00	42,166.16	5.5
10-54-515 UNEMPLOYMENT	.00	.00	1,420.00	1,420.00	.0
10-54-516 WORKERS' COMPENSATION	.00	.00	351.00	351.00	.0
10-54-518 PERS	1,777.06	1,777.06	28,931.00	27,153.94	6.1
10-54-519 UTILITY BENEFIT	.00	.00	9,120.00	9,120.00	.0
10-54-545 TRAINING/TRAVEL	.00	.00	17,000.00	17,000.00	.0
10-54-561 SUPPLIES	.00	.00	5,600.00	5,600.00	.0
10-54-563 WEARING APPAREL	.00	.00	300.00	300.00	.0
10-54-601 VEHICLE PARTS	.00	.00	1,000.00	1,000.00	.0
10-54-602 GASOLINE	.00	.00	1,800.00	1,800.00	.0
10-54-621 ELECTRICITY	.00	.00	1,440.00	1,440.00	.0
10-54-622 TELEPHONE	10.98	10.98	200.00	189.02	5.5
10-54-623 HEATING FUEL	.00	.00	2,400.00	2,400.00	.0
10-54-626 WATER/SEWER/GARBAGE	.00	.00	1,400.00	1,400.00	.0
10-54-627 STAFF CELLULAR PHONES	52.88	52.88	840.00	787.12	6.3
10-54-642 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
10-54-648 CODE ENFORCEMENT ACTIVITIES	.00	.00	3,000.00	3,000.00	.0
10-54-649 OTHER PROFESSIONAL FEES	1,467.50	1,467.50	30,000.00	28,532.50	4.9
10-54-661 VEHICLE MAINT/REPAIRS	.00	.00	1,502.00	1,502.00	.0
10-54-668 HARDWARE/SOFTWARE SUPPORT	.00	.00	7,500.00	7,500.00	.0
10-54-669 PROFESSIONAL SERVICES	.00	.00	4,000.00	4,000.00	.0
10-54-683 MINOR EQUIPMENT	.00	.00	5,500.00	5,500.00	.0
10-54-721 INSURANCE	.00	.00	3,065.00	3,065.00	.0
10-54-724 DUES & SUBSCRIPTION	.00	.00	240.00	240.00	.0
10-54-727 ADVERTISING	161.50	161.50	2,000.00	1,838.50	8.1
10-54-771 NUISANCE ENFORCEMENT EXPENSE	.00	.00	200.00	200.00	.0
10-54-799 MISCELLANEOUS EXPENSES	8.99	8.99	1,000.00	991.01	.9
10-54-996 ADMIN OVERHEAD-IT SVCS	.00	.00	17,028.00	17,028.00	.0
TOTAL PLANNING	14,110.95	14,110.95	336,425.00	322,314.05	4.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TECHNOLOGY DEPARTMENTS						
10-55-501	SALARIES	10,429.86	10,429.86	91,422.00	80,992.14	11.4
10-55-511	MEDICARE FICA	163.96	163.96	1,326.00	1,162.04	12.4
10-55-512	EMPLOYEE GROUP BENEFITS	2,433.84	2,433.84	24,108.00	21,674.16	10.1
10-55-515	UNEMPLOYMENT	.00	.00	710.00	710.00	.0
10-55-516	WORKERS' COMPENSATION	.00	.00	244.00	244.00	.0
10-55-518	PERS	2,294.58	2,294.58	20,616.00	18,321.42	11.1
10-55-519	UTILITY BENEFIT	.00	.00	4,560.00	4,560.00	.0
10-55-545	TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
10-55-561	SUPPLIES	29.99	29.99	4,500.00	4,470.01	.7
10-55-602	GASOLINE	85.55	85.55	1,440.00	1,354.45	5.9
10-55-627	STAFF CELLULAR PHONES	52.88	52.88	1,800.00	1,747.12	2.9
10-55-649	OTHER PROFESSIONAL SERVICES	29,499.84	29,499.84	185,000.00	155,500.16	16.0
10-55-661	VEHICLE MAINT/REPAIRS	.00	.00	1,502.00	1,502.00	.0
10-55-667	CONNECTIVITY SERVICES	42,611.20	42,611.20	277,000.00	234,388.80	15.4
10-55-668	SOFTWARE/SUPPORT	1,599.47	1,599.47	30,000.00	28,400.53	5.3
10-55-683	MINOR EQUIPMENT	812.54	812.54	20,000.00	19,187.46	4.1
10-55-690	CAPITAL EXPENDITURES	.00	.00	27,875.00	27,875.00	.0
10-55-721	INSURANCE	.00	.00	2,392.00	2,392.00	.0
10-55-732	EQUIPMENT RENTAL	.00	.00	3,000.00	3,000.00	.0
10-55-799	MISCELLANEOUS EXPENSES	47.84	47.84	2,000.00	1,952.16	2.4
10-55-875	INDIRECT COST RECOVERY	.00	.00	495,000.00	495,000.00	.0
10-55-996	ADMIN OVERHEAD-IT SVCS	.00	.00	64,598.00	64,598.00	.0
TOTAL TECHNOLOGY DEPARTMENTS		90,061.55	90,061.55	1,264,093.00	1,174,031.45	7.1
CITY ATTORNEY'S OFFICE						
10-56-501	SALARIES	11,984.62	11,984.62	131,840.00	119,855.38	9.1
10-56-508	LEAVE CASHOUT	6,400.00	6,400.00	.00	6,400.00	.0
10-56-511	MEDICARE	233.72	233.72	1,912.00	1,678.28	12.2
10-56-512	EMPLOYEE GROUP BENEFITS	5,477.16	5,477.16	24,108.00	18,630.84	22.7
10-56-515	UNEMPLOYMENT	.00	.00	710.00	710.00	.0
10-56-516	WORKERS' COMPENSATION	.00	.00	352.00	352.00	.0
10-56-518	PERS	2,636.62	2,636.62	29,005.00	26,368.38	9.1
10-56-519	UTILITY BENEFIT	.00	.00	4,560.00	4,560.00	.0
10-56-545	TRANING/TRAVEL	398.00	398.00	6,500.00	6,102.00	6.1
10-56-561	SUPPLIES	.00	.00	3,000.00	3,000.00	.0
10-56-627	STAFF CELLULAR PHONES	33.58	33.58	840.00	806.42	4.0
10-56-642	LEGAL FEES	4,650.00	4,650.00	25,000.00	20,350.00	18.6
10-56-649	PROFESSIONAL SERVICES	225.00	225.00	65,000.00	64,775.00	.4
10-56-669	OTHER PURCHASED SERVICES	2,150.46	2,150.46	9,600.00	7,449.54	22.4
10-56-721	INSURANCE	.00	.00	1,920.00	1,920.00	.0
10-56-724	DUES AND SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
10-56-727	ADVERTISING	.00	.00	2,500.00	2,500.00	.0
10-56-799	MISCELLANEOUS EXPENSE	.00	.00	1,200.00	1,200.00	.0
10-56-875	INDIRECT COST RECOVERY	.00	.00	65,146.00	65,146.00	.0
10-56-996	ADMIN OVERHEAD-IT SVCS	.00	.00	14,260.00	14,260.00	.0
TOTAL CITY ATTORNEY'S OFFICE		34,189.16	34,189.16	388,953.00	354,763.84	8.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
10-60-501 SALARIES	63,340.01	63,340.01	539,282.00	475,941.99	11.8
10-60-502 FLSA OVERTIME	8,515.26	8,515.26	50,225.00	41,709.74	17.0
10-60-506 CALL BACK OVERTIME	3,297.73	3,297.73	45,100.00	41,802.27	7.3
10-60-508 LEAVE CASHOUT	.00	.00	20,905.00	20,905.00	.0
10-60-510 SOCIAL SECURITY EXPENSE	737.36	737.36	694.00	(43.36)	106.3
10-60-511 MEDICARE FICA	1,255.87	1,255.87	9,616.00	8,360.13	13.1
10-60-512 EMPLOYEE GROUP BENEFITS	30,589.16	30,589.16	192,864.00	162,274.84	15.9
10-60-515 UNEMPLOYMENT	.00	.00	5,682.00	5,682.00	.0
10-60-516 WORKERS' COMPENSATION	.00	.00	24,409.00	24,409.00	.0
10-60-518 PERS	15,791.17	15,791.17	133,058.00	117,266.83	11.9
10-60-519 UTILITY BENEFIT	.00	.00	36,480.00	36,480.00	.0
10-60-545 TRAINING/TRAVEL	4,704.09	4,704.09	36,000.00	31,295.91	13.1
10-60-561 SUPPLIES	567.80	567.80	22,500.00	21,932.20	2.5
10-60-563 WEARING APPAREL	1,264.51	1,264.51	15,687.00	14,422.49	8.1
10-60-567 FIRE PREVENTION PROGRAM	.00	.00	5,200.00	5,200.00	.0
10-60-600 VEHICLE MT. (PARTS & TOOLS)	.00	.00	3,200.00	3,200.00	.0
10-60-601 VEHICLE MT. (PARTS & TOOLS)	1,329.38	1,329.38	27,250.00	25,920.62	4.9
10-60-602 GASOLINE/DIESEL/OIL	1,104.91	1,104.91	14,400.00	13,295.09	7.7
10-60-621 ELECTRICITY	1,169.71	1,169.71	18,720.00	17,550.29	6.3
10-60-622 TELEPHONE	115.25	115.25	2,500.00	2,384.75	4.6
10-60-623 HEATING FUEL	1,322.39	1,322.39	24,000.00	22,677.61	5.5
10-60-626 WATER/SEWER/GARBAGE	.00	.00	8,500.00	8,500.00	.0
10-60-627 STAFF CELLULAR PHONES	211.50	211.50	3,360.00	3,148.50	6.3
10-60-647 COLLECTION/SMALL CLAIMS	.00	.00	31,200.00	31,200.00	.0
10-60-649 VOLUNTEER STIPEND	8,518.00	8,518.00	28,540.00	20,022.00	29.9
10-60-661 VEHICLE MAINT/REPAIRS	.00	.00	10,011.00	10,011.00	.0
10-60-662 PROPERTY MAINT	.00	.00	16,500.00	16,500.00	.0
10-60-669 OTHER PURCHASED SERVICES	2,809.06	2,809.06	22,500.00	19,690.94	12.5
10-60-683 MINOR EQUIPMENT	.00	.00	16,800.00	16,800.00	.0
10-60-690 CAPITAL EXPENDITURES	.00	.00	71,218.00	71,218.00	.0
10-60-691 FIRE STATION ROOF REPAIR	.00	.00	165,000.00	165,000.00	.0
10-60-692 FIRE STATION REPAIRS	.00	.00	38,000.00	38,000.00	.0
10-60-721 INSURANCE	.00	.00	87,078.00	87,078.00	.0
10-60-724 DUES/SUBSCRIPTIONS	.00	.00	7,324.00	7,324.00	.0
10-60-727 ADVERTISING	.00	.00	1,500.00	1,500.00	.0
10-60-799 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
10-60-996 ADMIN OVERHEAD-IT SVCS	.00	.00	17,028.00	17,028.00	.0
TOTAL FIRE DEPARTMENT	146,643.16	146,643.16	1,753,331.00	1,606,687.84	8.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
POLICE						
10-61-501	SALARIES	162,299.32	162,299.32	1,650,830.00	1,488,530.68	9.8
10-61-502	OVERTIME	14,101.70	14,101.70	180,000.00	165,898.30	7.8
10-61-508	LEAVE CASHOUT	.00	.00	76,799.00	76,799.00	.0
10-61-510	SOCIAL SECURITY EXPENSE	.00	.00	6,377.00	6,377.00	.0
10-61-511	MEDICARE	2,622.41	2,622.41	26,547.00	23,924.59	9.9
10-61-512	GROUP HEALTH INSURANCE	69,688.74	69,688.74	552,073.00	482,384.26	12.6
10-61-515	UNEMPLOYMENT	.00	.00	16,264.00	16,264.00	.0
10-61-516	WORKERS' COMPENSATION	.00	.00	56,357.00	56,357.00	.0
10-61-518	PERS	36,373.06	36,373.06	402,783.00	366,409.94	9.0
10-61-519	UTILITY BENEFIT	.00	.00	104,424.00	104,424.00	.0
10-61-520	RELOCATION COSTS	.00	.00	2,500.00	2,500.00	.0
10-61-545	TRAINING/TRAVEL	2,570.57	2,570.57	36,000.00	33,429.43	7.1
10-61-561	SUPPLIES	2,241.88	2,241.88	10,000.00	7,758.12	22.4
10-61-563	EMPLOYEE WEARING APPAREL	.00	.00	16,250.00	16,250.00	.0
10-61-601	VEHICLE MT. (PARTS & TOOLS)	103.92	103.92	6,000.00	5,896.08	1.7
10-61-602	GASOLINE/DIESEL/OIL	3,655.42	3,655.42	36,000.00	32,344.58	10.2
10-61-621	ELECTRICITY	3,152.02	3,152.02	40,800.00	37,647.98	7.7
10-61-622	TELEPHONE	2,730.15	2,730.15	20,500.00	17,769.85	13.3
10-61-623	HEATING FUEL	1,474.26	1,474.26	30,000.00	28,525.74	4.9
10-61-626	WATER/SEWER/GARBAGE	.00	.00	10,000.00	10,000.00	.0
10-61-627	STAFF CELLULAR PHONES	581.68	581.68	9,240.00	8,658.32	6.3
10-61-660	VEHICLE MAINT SERVICES	3,437.83	3,437.83	6,000.00	2,562.17	57.3
10-61-661	VEHICLE MAINT/REPAIR	.00	.00	20,021.00	20,021.00	.0
10-61-668	SART EXAMS	.00	.00	10,000.00	10,000.00	.0
10-61-669	OTHER PURCHASED SERVICES	2,766.25	2,766.25	30,000.00	27,233.75	9.2
10-61-683	MINOR EQUIPMENT	80.57	80.57	30,000.00	29,919.43	.3
10-61-691	VEHICLES	3,267.60	3,267.60	110,000.00	106,732.40	3.0
10-61-721	INSURANCE	.00	.00	202,503.00	202,503.00	.0
10-61-722	INSURANCE-DED EXP & OTHER	.00	.00	15,000.00	15,000.00	.0
10-61-724	DUES/SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
10-61-996	ADMIN OVERHEAD-IT SVCS	.00	.00	60,885.00	60,885.00	.0
TOTAL POLICE		311,147.38	311,147.38	3,775,153.00	3,464,005.62	8.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS-ADMIN</u>					
10-65-501 SALARIES	3,543.41	3,543.41	25,293.00	21,749.59	14.0
10-65-502 OVERTIME	63.83	63.83	.00 (	63.83)	.0
10-65-508 LEAVE CASHOUT	.00	.00	354.00	354.00	.0
10-65-511 MEDICARE FICA	53.22	53.22	367.00	313.78	14.5
10-65-512 EMPLOYEE GROUP BENEFITS	1,791.64	1,791.64	7,232.00	5,440.36	24.8
10-65-515 UNEMPLOYMENT	.00	.00	213.00	213.00	.0
10-65-516 WORKERS' COMPENSATION	.00	.00	68.00	68.00	.0
10-65-518 PERS	793.60	793.60	5,565.00	4,771.40	14.3
10-65-519 UTILITY BENEFIT	.00	.00	1,368.00	1,368.00	.0
10-65-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
10-65-561 SUPPLIES	1,137.35	1,137.35	1,000.00 (	137.35)	113.7
10-65-601 VEHICLE PARTS	.00	.00	1,000.00	1,000.00	.0
10-65-602 GASOLINE/DIESEL/OIL	.00	.00	4,200.00	4,200.00	.0
10-65-621 ELECTRICITY	2,480.92	2,480.92	.00 (	2,480.92)	.0
10-65-622 TELEPHONE	8.23	8.23	150.00	141.77	5.5
10-65-623 HEATING FUEL	1,262.41	1,262.41	9,600.00	8,337.59	13.2
10-65-626 WATER/SEWER/GARBAGE	.00	.00	1,233.00	1,233.00	.0
10-65-627 STAFF CELLULAR PHONES	117.51	117.51	1,680.00	1,562.49	7.0
10-65-649 OTHER PROFESSIONAL FEES	63.00	63.00	.00 (	63.00)	.0
10-65-661 VEHICLE MAINT/REPAIRS	20.00	20.00	3,003.00	2,983.00	.7
10-65-669 OTHER PURCHASED SERVICES	92.13	92.13	2,500.00	2,407.87	3.7
10-65-721 INSURANCE	.00	.00	2,471.00	2,471.00	.0
10-65-724 DUES/SUBSCRIPTIONS	12.99	12.99	500.00	487.01	2.6
10-65-799 MISCELLANEOUS EXPENSES	121.76	121.76	500.00	378.24	24.4
10-65-996 ADMIN OVERHEAD-IT SVCS	.00	.00	15,642.00	15,642.00	.0
TOTAL PUBLIC WORKS-ADMIN	11,562.00	11,562.00	88,939.00	77,377.00	13.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
PW-STREETS & ROADS					
10-66-501 SALARIES	41,180.16	41,180.16	403,465.00	362,284.84	10.2
10-66-502 OVERTIME	1,655.32	1,655.32	20,500.00	18,844.68	8.1
10-66-508 LEAVE CASHOUT	1,697.23	1,697.23	19,378.00	17,680.77	8.8
10-66-510 SOCIAL SECURITY EXPENSE	310.96	310.96	.00	(310.96)	.0
10-66-511 MEDICARE FICA	658.68	658.68	6,147.00	5,488.32	10.7
10-66-512 EMPLOYEE GROUP BENEFITS	18,395.24	18,395.24	128,978.00	110,582.76	14.3
10-66-515 UNEMPLOYMENT	.00	.00	3,711.00	3,711.00	.0
10-66-516 WORKERS' COMPENSATION	.00	.00	16,449.00	16,449.00	.0
10-66-517 PERS ON BEHALF	.00	.00	93,272.00	93,272.00	.0
10-66-518 PERS	8,320.38	8,320.38	.00	(8,320.38)	.0
10-66-519 UTILITY BENEFIT	.00	.00	24,168.00	24,168.00	.0
10-66-545 TRAINING/TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-66-561 SUPPLIES	692.42	692.42	4,500.00	3,807.58	15.4
10-66-562 SIGNS	.00	.00	3,800.00	3,800.00	.0
10-66-563 WEARING APPAREL	.00	.00	2,500.00	2,500.00	.0
10-66-567 CALCIUM CHLORIDE	.00	.00	50,000.00	50,000.00	.0
10-66-576 SALT	15,100.00	15,100.00	50,000.00	34,900.00	30.2
10-66-577 ASPHALT PRODUCTS/SUPPLIES	.00	.00	3,500.00	3,500.00	.0
10-66-600 TIRES & WHEELS	.00	.00	18,000.00	18,000.00	.0
10-66-601 VEHICLE MT. (PARTS & TOOLS)	4,778.81	4,778.81	50,000.00	45,221.19	9.6
10-66-602 GASOLINE/DIESEL/OIL	718.44	718.44	72,000.00	71,281.56	1.0
10-66-620 ELECTRICITY (STREET LTS)	1,779.73	1,779.73	60,000.00	58,220.27	3.0
10-66-621 ELECTRICITY	.00	.00	14,400.00	14,400.00	.0
10-66-622 TELEPHONE	5.49	5.49	650.00	644.51	.8
10-66-623 HEATING FUEL	.00	.00	10,000.00	10,000.00	.0
10-66-627 STAFF CELLULAR PHONES	105.76	105.76	1,680.00	1,574.24	6.3
10-66-647 STREET LIGHT MT & POLE RENTAL	.00	.00	19,000.00	19,000.00	.0
10-66-661 VEHICLE MAINT/REPAIR	9,703.83	9,703.83	150,158.00	140,454.17	6.5
10-66-669 OTHER PURCHASED SERVICES	.00	.00	10,000.00	10,000.00	.0
10-66-683 MINOR EQUIPMENT	.00	.00	7,000.00	7,000.00	.0
10-66-692 CAP EXP-CULVERTS 6' FY01	.00	.00	33,500.00	33,500.00	.0
10-66-693 NC MACHINERY GRADER FY05	9,600.00	9,600.00	57,880.00	48,280.00	16.6
10-66-694 CAT 4WD EXTEND-A-HOE BKHOE	.00	.00	500,000.00	500,000.00	.0
10-66-696 SANDER PLOW TRUCKS FY04	.00	.00	27,139.00	27,139.00	.0
10-66-721 INSURANCE	.00	.00	34,150.00	34,150.00	.0
10-66-727 ADVERTISING	29.50	29.50	200.00	170.50	14.8
10-66-771 GRAVEL (WAS #578)	373,959.20	373,959.20	375,000.00	1,040.80	99.7
10-66-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
10-66-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,256.00	14,256.00	.0
TOTAL PW-STREETS & ROADS	488,691.15	488,691.15	2,286,881.00	1,798,189.85	21.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROPERTY MAINTENANCE</u>					
10-70-501 SALARIES	32,176.48	32,176.48	321,851.00	289,674.52	10.0
10-70-502 OVERTIME	4,490.30	4,490.30	30,750.00	26,259.70	14.6
10-70-508 LEAVE CASHOUT	758.63	758.63	15,441.00	14,682.37	4.9
10-70-510 SOCIAL SECURITY EXPENSE	175.14	175.14	1,746.00	1,570.86	10.0
10-70-511 MEDICARE FICA	559.11	559.11	5,113.00	4,553.89	10.9
10-70-512 EMPLOYEE GROUP BENEFITS	17,272.90	17,272.90	122,951.00	105,678.10	14.1
10-70-515 UNEMPLOYMENT	.00	.00	4,538.00	4,538.00	.0
10-70-516 WORKERS' COMPENSATION	.00	.00	15,321.00	15,321.00	.0
10-70-518 PERS	7,445.23	7,445.23	77,572.00	70,126.77	9.6
10-70-519 UTILITY BENEFIT	.00	.00	23,028.00	23,028.00	.0
10-70-545 TRAINING/TRAVEL	.00	.00	8,000.00	8,000.00	.0
10-70-561 SUPPLIES	.00	.00	2,000.00	2,000.00	.0
10-70-562 MATERIALS	.00	.00	2,000.00	2,000.00	.0
10-70-563 WEARING APPAREL	.00	.00	5,000.00	5,000.00	.0
10-70-566 CLEANUP GREENUP SUPPLIES	.00	.00	700.00	700.00	.0
10-70-580 BOILER EXPENSE	57.07	57.07	25,000.00	24,942.93	.2
10-70-590 GLYCOL SUPPLIES	.00	.00	6,000.00	6,000.00	.0
10-70-591 CARPENTRY EXPENSE	157.80	157.80	15,000.00	14,842.20	1.1
10-70-592 PLUMBING SUPPLIES	74.46	74.46	6,000.00	5,925.54	1.2
10-70-593 ELECTRICAL SUPPLIES	1,479.32	1,479.32	8,000.00	6,520.68	18.5
10-70-594 PAINT SUPPLIES	.00	.00	3,000.00	3,000.00	.0
10-70-595 BOARDWALK REPAIR SUPPLIES	.00	.00	7,000.00	7,000.00	.0
10-70-601 VEHICLE MT. (PARTS & TOOLS)	.00	.00	5,000.00	5,000.00	.0
10-70-602 GASOLINE/DIESEL/OIL	958.30	958.30	7,200.00	6,241.70	13.3
10-70-621 ELECTRICITY	744.66	744.66	14,400.00	13,655.34	5.2
10-70-622 TELEPHONE	29.42	29.42	100.00	70.58	29.4
10-70-623 HEATING FUEL	.00	.00	36,000.00	36,000.00	.0
10-70-626 WATER/SEWER/GARBAGE	.00	.00	17,400.00	17,400.00	.0
10-70-627 STAFF CELLULAR PHONES	105.76	105.76	1,680.00	1,574.24	6.3
10-70-661 VEHICLE MAINT/REPAIR	.00	.00	6,006.00	6,006.00	.0
10-70-662 WIND TURBINE CONTRACT	.00	.00	6,000.00	6,000.00	.0
10-70-663 WIND TURBINE MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-70-668 PARKS MAINTENANCE	279.48	279.48	25,000.00	24,720.52	1.1
10-70-669 OTHER PURCHASED SERVICES	6,294.58	6,294.58	40,000.00	33,705.42	15.7
10-70-683 MINOR EQUIPMENT	43.65	43.65	17,000.00	16,956.35	.3
10-70-690 CAPITAL EXPENDITURES	11,059.89	11,059.89	1,953,138.00	1,942,078.11	.6
10-70-721 INSURANCE	.00	.00	11,937.00	11,937.00	.0
10-70-776 4TH OF JULY	400.00	400.00	2,000.00	1,600.00	20.0
10-70-799 MISCELLANEOUS EXPENSES	.00	.00	2,000.00	2,000.00	.0
10-70-875 INDIRECT COST RECOVERY	.00	.00	(306,194.00)	(306,194.00)	.0
10-70-996 ADMIN OVERHEAD-IT SVCS	.00	.00	27,126.00	27,126.00	.0
TOTAL PROPERTY MAINTENANCE	84,562.18	84,562.18	2,574,804.00	2,490,241.82	3.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY SERVICE</u>					
10-72-745 LIBRARY CONTRIBUTION	.00	.00	67,600.00	67,600.00	.0
10-72-760 COMMUNITY ACTION GRANT	11,000.00	11,000.00	120,000.00	109,000.00	9.2
10-72-798 UAF 4-H CONTRIBUTION	.00	.00	112,000.00	112,000.00	.0
TOTAL COMMUNITY SERVICE	11,000.00	11,000.00	299,600.00	288,600.00	3.7
<u>IN KIND MATCH & TRANFERS</u>					
10-73-550 CASH XFER POOL F40- SALES TAX	.00	.00	538,513.00	538,513.00	.0
10-73-551 CASH XFER POOL F40- ALCO TAX	.00	.00	16,665.00	16,665.00	.0
10-73-622 CASH XFER- FUND	.00	.00	80,580.00	80,580.00	.0
TOTAL IN KIND MATCH & TRANFERS	.00	.00	635,758.00	635,758.00	.0
TOTAL FUND EXPENDITURES	1,405,779.23	1,405,779.23	14,022,429.00	12,616,649.77	10.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

BOARDWALK LIGHTING PROJECT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
BYC FOOD PROGRAM EXPENDITURES						
18-50-669	OTHER PURCHASED SERVICES	3,615.58	3,615.58	.00	(3,615.58)	.0
TOTAL BYC FOOD PROGRAM EXPENDITURES		3,615.58	3,615.58	.00	(3,615.58)	.0
TOTAL FUND EXPENDITURES		3,615.58	3,615.58	.00	(3,615.58)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

AVENUES W&S LOAN USDA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY SHOP FLOOR REPAIR</u>					
20-50-642 LEGAL FEES	1,680.00	1,680.00	.00	(1,680.00)	.0
TOTAL CITY SHOP FLOOR REPAIR	1,680.00	1,680.00	.00	(1,680.00)	.0
TOTAL FUND EXPENDITURES	1,680.00	1,680.00	.00	(1,680.00)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CSP PROGRAM</u>					
27-50-501 SALARIES	16,787.11	16,787.11	149,286.00	132,498.89	11.2
27-50-502 OVERTIME	950.42	950.42	10,000.00	9,049.58	9.5
27-50-508 LEAVE CASHOUT	.00	.00	7,042.00	7,042.00	.0
27-50-511 MEDICARE FICA	271.58	271.58	2,310.00	2,038.42	11.8
27-50-512 EMPLOYEE GROUP BENEFITS	3,650.76	3,650.76	72,324.00	68,673.24	5.1
27-50-515 UNEMPLOYMENT	.00	.00	2,131.00	2,131.00	.0
27-50-516 WORKMEN'S COMP	.00	.00	8,568.00	8,568.00	.0
27-50-518 PERS	3,902.25	3,902.25	35,043.00	31,140.75	11.1
27-50-519 UTILITY BENEFIT	.00	.00	13,680.00	13,680.00	.0
27-50-561 SUPPLIES	.00	.00	1,500.00	1,500.00	.0
27-50-563 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
27-50-570 IN-KIND EXPENSES	.00	.00	32,308.00	32,308.00	.0
27-50-602 GASOLINE / DIESEL / OIL	595.81	595.81	3,431.00	2,835.19	17.4
27-50-627 STAFF CELLULAR PHONES	105.76	105.76	500.00	394.24	21.2
27-50-683 MINOR EQUIPMENT	638.21	638.21	1,500.00	861.79	42.6
27-50-721 INSURANCE	.00	.00	2,904.00	2,904.00	.0
TOTAL CSP PROGRAM	26,901.90	26,901.90	344,027.00	317,125.10	7.8
TOTAL FUND EXPENDITURES	26,901.90	26,901.90	344,027.00	317,125.10	7.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LOCAL FUNDED EXPENDITURES</u>					
40-50-602 GASOLINE/OIL/DIESEL	123.74	123.74	2,400.00	2,276.26	5.2
40-50-621 ELECTRICITY	9,061.96	9,061.96	117,000.00	107,938.04	7.8
40-50-622 TELEPHONE	201.82	201.82	750.00	548.18	26.9
40-50-623 HEATING FUEL	10,191.13	10,191.13	240,000.00	229,808.87	4.3
40-50-624 WATER/SEWER/GARBAGE	.00	.00	55,000.00	55,000.00	.0
40-50-646 CONTRACTOR'S FEES	.00	.00	1,044,704.00	1,044,704.00	.0
40-50-649 PROFESSIONAL SVS	.00	.00	148,526.00	148,526.00	.0
40-50-661 VEHICL MAINT/REPAIR	.00	.00	1,000.00	1,000.00	.0
40-50-669 OTHER PURCHASED SERVICES	2,366.94	2,366.94	25,160.00	22,793.06	9.4
40-50-721 INSURANCE	.00	.00	63,692.00	63,692.00	.0
40-50-996 ADMIN OVERHEAD-IT SVCS	.00	.00	42,174.00	42,174.00	.0
40-50-997 ICR-PROPERTY MAINTENANCE-5%	.00	.00	46,393.00	46,393.00	.0
40-50-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	25,362.00	25,362.00	.0
TOTAL LOCAL FUNDED EXPENDITURES	21,945.59	21,945.59	1,812,161.00	1,790,215.41	1.2
TOTAL FUND EXPENDITURES	21,945.59	21,945.59	1,812,161.00	1,790,215.41	1.2

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E-911 SERVICES</u>					
41-50-501 SALARIES	7,921.42	7,921.42	56,847.00	48,925.58	13.9
41-50-502 OVERTIME	1,769.78	1,769.78	.00	(1,769.78)	.0
41-50-508 LEAVE CASHOUT	.00	.00	2,198.00	2,198.00	.0
41-50-511 MEDICARE FICA	139.80	139.80	824.00	684.20	17.0
41-50-512 EMPLOYEE GROUP BENEFITS	2,433.84	2,433.84	26,519.00	24,085.16	9.2
41-50-515 UNEMPLOYMENT	.00	.00	992.00	992.00	.0
41-50-516 WORKERS' COMPENSATION	.00	.00	215.00	215.00	.0
41-50-518 PERS	2,132.07	2,132.07	12,929.00	10,796.93	16.5
41-50-519 UTILITY BENEFIT	.00	.00	4,560.00	4,560.00	.0
41-50-649 OTHER PROFESSIONAL SRVS	26,665.75	26,665.75	35,500.00	8,834.25	75.1
41-50-669 OTHER PURCHASED SERVICES	259.57	259.57	5,000.00	4,740.43	5.2
41-50-721 INSURANCE	.00	.00	2,041.00	2,041.00	.0
41-50-732 RENTS & LEASES	800.00	800.00	4,800.00	4,000.00	16.7
TOTAL E-911 SERVICES	42,122.23	42,122.23	152,425.00	110,302.77	27.6
TOTAL FUND EXPENDITURES	42,122.23	42,122.23	152,425.00	110,302.77	27.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

SOA SEWAGE LAGOON

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
SEWAGE LAGOON					
42-50-501 SALARIES	81.27	81.27	.00	(81.27)	.0
42-50-511 MEDICARE FICA	1.19	1.19	.00	(1.19)	.0
42-50-512 EMPLOYEE GROUP BENEFITS	42.64	42.64	.00	(42.64)	.0
42-50-518 PERS	17.88	17.88	.00	(17.88)	.0
TOTAL SEWAGE LAGOON	142.98	142.98	.00	(142.98)	.0
TOTAL FUND EXPENDITURES	142.98	142.98	.00	(142.98)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

INSTITUTIONAL CORRIDOR PROJECT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
INSTITUTIONAL CORRIDOR PROJECT					
45-50-501 SALARIES	2.79	2.79	.00 (	2.79)	.0
45-50-511 MEDICARE FICA	.03	.03	.00 (	.03)	.0
45-50-512 EMPLOYEE GROUP BENEFITS	1.48	1.48	.00 (	1.48)	.0
45-50-518 PERS	.63	.63	.00 (	.63)	.0
45-50-646 IC-SOA GRANT	.00	.00	300,000.00	300,000.00	.0
TOTAL INSTITUTIONAL CORRIDOR PROJECT	4.93	4.93	300,000.00	299,995.07	.0
TOTAL FUND EXPENDITURES	4.93	4.93	300,000.00	299,995.07	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

PUBLIC SAFETY BUILDING-CAP PRJ

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
SOA POLICE DISPATCH SYS GRANT					
46-51-501 SALARIES	48.39	48.39	.00 (	48.39)	.0
46-51-508 LEAVE CASHOUT	40.33	40.33	.00 (	40.33)	.0
46-51-511 MEDICARE FICA	1.24	1.24	.00 (	1.24)	.0
46-51-512 EMPLOYEE GROUP BENEFITS	28.68	28.68	.00 (	28.68)	.0
46-51-518 PERS	10.65	10.65	.00 (	10.65)	.0
TOTAL SOA POLICE DISPATCH SYS GRANT	129.29	129.29	.00 (	129.29)	.0
TOTAL FUND EXPENDITURES	129.29	129.29	.00 (	129.29)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED REFUSE</u>					
50-70-501 SALARIES	14,880.98	14,880.98	227,153.00	212,272.02	6.6
50-70-502 OVERTIME	21.28	21.28	10,250.00	10,228.72	.2
50-70-508 LEAVE CASHOUT	.00	.00	5,586.00	5,586.00	.0
50-70-511 MEDICARE FICA	219.04	219.04	3,442.00	3,222.96	6.4
50-70-512 EMPLOYEE GROUP BENEFITS	3,290.88	3,290.88	40,984.00	37,693.12	8.0
50-70-515 UNEMPLOYMENT	.00	.00	4,226.00	4,226.00	.0
50-70-516 WORKERS' COMPENSATION	.00	.00	12,430.00	12,430.00	.0
50-70-517 PERS ON BEHALF	.00	.00	52,229.00	52,229.00	.0
50-70-518 PERS	3,278.51	3,278.51	.00 (	3,278.51)	.0
50-70-519 UTILITY BENEFIT	.00	.00	7,752.00	7,752.00	.0
50-70-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
50-70-561 SUPPLIES	.00	.00	500.00	500.00	.0
50-70-563 WEARING APPAREL	.00	.00	500.00	500.00	.0
50-70-600 TIRES & WHEELS	.00	.00	8,000.00	8,000.00	.0
50-70-601 VEHICLE PARTS	881.26	881.26	20,000.00	19,118.74	4.4
50-70-602 GASOLINE / DIESEL / OIL	.00	.00	21,600.00	21,600.00	.0
50-70-661 VEHICLE MAINT/REPAIRS	.00	.00	75,079.00	75,079.00	.0
50-70-669 OTHER PURCHASED SERVICES	245.16	245.16	500.00	254.84	49.0
50-70-691 4 YD DUMPSTERS	.00	.00	40,000.00	40,000.00	.0
50-70-721 INSURANCE	.00	.00	6,230.00	6,230.00	.0
50-70-738 BAD DEBTS EXPENSE	.00	.00	3,000.00	3,000.00	.0
50-70-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	62,250.00	62,250.00	.0
TOTAL HAULED REFUSE	22,817.11	22,817.11	606,711.00	583,893.89	3.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LANDFILL OPERATIONS</u>					
50-71-501 SALARIES	21,438.04	21,438.04	150,632.00	129,193.96	14.2
50-71-502 OVERTIME	3,355.71	3,355.71	10,250.00	6,894.29	32.7
50-71-508 LEAVE CASHOUT	.00	.00	7,055.00	7,055.00	.0
50-71-510 SOCIAL SECURITY EXPENSE	354.64	354.64	.00	(354.64)	.0
50-71-511 MEDICARE FICA	360.25	360.25	2,333.00	1,972.75	15.4
50-71-512 EMPLOYEE GROUP BENEFITS	4,507.80	4,507.80	55,448.00	50,940.20	8.1
50-71-515 UNEMPLOYMENT	.00	.00	1,634.00	1,634.00	.0
50-71-516 WORKERS' COMPENSATION	.00	.00	4,905.00	4,905.00	.0
50-71-518 PERS	4,196.22	4,196.22	35,394.00	31,197.78	11.9
50-71-519 UTILITY BENEFIT	.00	.00	10,488.00	10,488.00	.0
50-71-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
50-71-561 SUPPLIES	151.81	151.81	5,000.00	4,848.19	3.0
50-71-563 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
50-71-567 SALT	.00	.00	30,000.00	30,000.00	.0
50-71-601 VEHICLE PARTS	1,655.46	1,655.46	10,000.00	8,344.54	16.6
50-71-602 GASOLINE / DIESEL / OIL	1,962.85	1,962.85	12,000.00	10,037.15	16.4
50-71-621 ELECTRICITY	118.80	118.80	3,000.00	2,881.20	4.0
50-71-623 HEATING FUEL	.00	.00	3,600.00	3,600.00	.0
50-71-627 STAFF CELLULAR PHONES	52.88	52.88	840.00	787.12	6.3
50-71-661 VEHICLE MAINT/REPAIRS	14.36	14.36	75,079.00	75,064.64	.0
50-71-662 PROPERTY MAINT	.00	.00	27,836.00	27,836.00	.0
50-71-669 OTHER PURCHASED SERVICES	.00	.00	5,000.00	5,000.00	.0
50-71-683 MINOR EQUIPMENT	396.57	396.57	8,000.00	7,603.43	5.0
50-71-690 CAPITAL EXPENSE-END DUMP	.00	.00	170,000.00	170,000.00	.0
50-71-691 963K TRACK LOADER	.00	.00	356,455.00	356,455.00	.0
50-71-692 SERVICE ROAD FOR LANDFILL	.00	.00	40,000.00	40,000.00	.0
50-71-693 950M WHEEL LOADER	.00	.00	285,000.00	285,000.00	.0
50-71-699 CAPITAL EXP-BELLY DUMP TRUCK	.00	.00	70,000.00	70,000.00	.0
50-71-721 INSURANCE	.00	.00	6,525.00	6,525.00	.0
50-71-724 DUES & SUBSCRIPTION	.00	.00	50.00	50.00	.0
50-71-996 ADMIN OVERHEAD-IT SVCS	.00	.00	15,494.00	15,494.00	.0
50-71-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	47,560.00	47,560.00	.0
TOTAL LANDFILL OPERATIONS	38,565.39	38,565.39	1,454,078.00	1,415,512.61	2.7
TOTAL FUND EXPENDITURES	61,382.50	61,382.50	2,060,789.00	1,999,406.50	3.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
51-80-501 SALARIES	9,132.28	9,132.28	90,127.00	80,994.72	10.1
51-80-502 OVERTIME	.00	.00	1,025.00	1,025.00	.0
51-80-508 LEAVE CASHOUT	.00	.00	4,396.00	4,396.00	.0
51-80-511 MEDICARE FICA	131.69	131.69	1,322.00	1,190.31	10.0
51-80-512 GROUP HEALTH INSURANCE	2,433.84	2,433.84	42,189.00	39,755.16	5.8
51-80-515 UNEMPLOYMENT	.00	.00	1,322.00	1,322.00	.0
51-80-516 WORKERS' COMPENSATION	.00	.00	244.00	244.00	.0
51-80-518 PERS	2,009.10	2,009.10	20,053.00	18,043.90	10.0
51-80-519 UTILITY BENEFIT	.00	.00	7,980.00	7,980.00	.0
51-80-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-80-561 SUPPLIES	.00	.00	4,000.00	4,000.00	.0
51-80-649 ONLINE BILL PAY	.00	.00	3,000.00	3,000.00	.0
51-80-683 MINOR EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
51-80-721 INSURANCE	.00	.00	932.00	932.00	.0
51-80-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-80-733 POSTAGE	2,699.96	2,699.96	13,000.00	10,300.04	20.8
51-80-736 BANK CHARGES	.00	.00	36,500.00	36,500.00	.0
51-80-777 PROJECT-BOILER & HVAC REBUILD	1,085.00	1,085.00	.00 (	1,085.00)	.0
51-80-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
51-80-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,256.00	14,256.00	.0
51-80-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	28,839.00	28,839.00	.0
TOTAL UTILITY BILLING	17,491.87	17,491.87	273,685.00	256,193.13	6.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED WATER</u>					
51-81-501 SALARIES	52,557.91	52,557.91	463,487.00	410,929.09	11.3
51-81-502 OVERTIME	16,205.01	16,205.01	125,000.00	108,794.99	13.0
51-81-508 LEAVE CASHOUT	.00	.00	22,313.00	22,313.00	.0
51-81-511 MEDICARE	1,039.95	1,039.95	8,533.00	7,493.05	12.2
51-81-512 EMPLOYEE GROUP BENEFITS	31,420.48	31,420.48	210,945.00	179,524.52	14.9
51-81-515 UNEMPLOYMENT	.00	.00	6,379.00	6,379.00	.0
51-81-516 WORKERS' COMPENSATION	.00	.00	15,202.00	15,202.00	.0
51-81-518 PERS	15,127.86	15,127.86	129,467.00	114,339.14	11.7
51-81-519 UTILITY BENEFIT	.00	.00	39,900.00	39,900.00	.0
51-81-545 TRAINING/TRAVEL	180.00	180.00	2,000.00	1,820.00	9.0
51-81-561 SUPPLIES	.00	.00	10,000.00	10,000.00	.0
51-81-563 WEARING APPAREL	.00	.00	10,000.00	10,000.00	.0
51-81-600 TIRES	.00	.00	42,000.00	42,000.00	.0
51-81-601 VEHICLE MT. (PARTS & TOOLS)	8,648.70	8,648.70	180,000.00	171,351.30	4.8
51-81-602 GASOLINE/DIESEL/OIL	1,411.60	1,411.60	120,000.00	118,588.40	1.2
51-81-621 ELECTRICITY	.00	.00	10,500.00	10,500.00	.0
51-81-622 TELEPHONE	5.49	5.49	650.00	644.51	.8
51-81-623 HEATING FUEL	.00	.00	14,500.00	14,500.00	.0
51-81-626 WATER/SEWER/GARBAGE	.00	.00	8,500.00	8,500.00	.0
51-81-627 STAFF CELLULAR PHONES	105.76	105.76	840.00	734.24	12.6
51-81-650 LAB TESTS	50.00	50.00	5,000.00	4,950.00	1.0
51-81-661 VEHICLE MAINT/REPAIR	.00	.00	310,326.00	310,326.00	.0
51-81-662 PROPERTY MAINT	.00	.00	46,393.00	46,393.00	.0
51-81-665 CITY SAFETY	.00	.00	1,000.00	1,000.00	.0
51-81-669 OTHER PURCHASED SERVICES	4,602.74	4,602.74	5,000.00	397.26	92.1
51-81-683 MINOR EQUIPMENT	1,265.64	1,265.64	4,000.00	2,734.36	31.6
51-81-691 WATER TRUCK	.00	.00	37,323.00	37,323.00	.0
51-81-699 XFER TO F-58 FLEET REPLACEMENT	.00	.00	1,573,938.00	1,573,938.00	.0
51-81-721 INSURANCE	.00	.00	86,739.00	86,739.00	.0
51-81-722 INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
51-81-724 DUES/SUBSCRIPTIONS	.00	.00	80.00	80.00	.0
51-81-738 BAD DEBT EXPENSE	.00	.00	10,000.00	10,000.00	.0
51-81-799 MISCELLANEOUS	.00	.00	2,000.00	2,000.00	.0
51-81-996 ADMIN OVERHEAD-IT SVCS	.00	.00	13,563.00	13,563.00	.0
51-81-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	174,623.00	174,623.00	.0
TOTAL HAULED WATER	132,621.14	132,621.14	3,700,201.00	3,567,579.86	3.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
PIPED WATER					
51-82-501 SALARIES	13,857.74	13,857.74	167,422.00	153,564.26	8.3
51-82-502 OVERTIME	3,334.90	3,334.90	30,750.00	27,415.10	10.9
51-82-508 LEAVE CASHOUT	.00	.00	7,575.00	7,575.00	.0
51-82-511 MEDICARE	252.45	252.45	2,874.00	2,621.55	8.8
51-82-512 EMPLOYEE GROUP BENEFITS	6,482.98	6,482.98	55,448.00	48,965.02	11.7
51-82-515 UNEMPLOYMENT	.00	.00	1,634.00	1,634.00	.0
51-82-516 WORKERS' COMPENSATION	.00	.00	5,119.00	5,119.00	.0
51-82-518 PERS	3,782.39	3,782.39	43,598.00	39,815.61	8.7
51-82-519 UTILITY BENEFIT	.00	.00	10,488.00	10,488.00	.0
51-82-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
51-82-561 SUPPLIES	441.50	441.50	6,000.00	5,558.50	7.4
51-82-563 WEARING APPAREL	75.00	75.00	3,000.00	2,925.00	2.5
51-82-592 PLUMBING SUPPLIES	436.70	436.70	15,000.00	14,563.30	2.9
51-82-600 TIRES AND WHEELS	.00	.00	1,200.00	1,200.00	.0
51-82-601 VEHICLE MT. (PARTS & TOOLS)	2,479.99	2,479.99	8,000.00	5,520.01	31.0
51-82-602 GASOLINE/DIESEL/OIL	1,315.44	1,315.44	15,000.00	13,684.56	8.8
51-82-621 ELECTRICITY-UTIL MT SHOP	137.57	137.57	5,500.00	5,362.43	2.5
51-82-622 TELEPHONE	10.98	10.98	100.00	89.02	11.0
51-82-623 HEATING FUEL	416.70	416.70	25,000.00	24,583.30	1.7
51-82-626 WATER/SEWER/GARB	.00	.00	600.00	600.00	.0
51-82-627 STAFF CELLULAR PHONES	105.76	105.76	1,680.00	1,574.24	6.3
51-82-649 ENGINEERING SERVICES	.00	.00	25,000.00	25,000.00	.0
51-82-661 VEHICLE MAINT/REPAIR	.00	.00	3,003.00	3,003.00	.0
51-82-665 CITY SAFETY	.00	.00	2,000.00	2,000.00	.0
51-82-669 OTHER PURCHASED SERVICES	122.58	122.58	1,500.00	1,377.42	8.2
51-82-683 MINOR EQUIPMENT	524.38	524.38	25,000.00	24,475.62	2.1
51-82-690 GROOVING MACHINE	.00	.00	62,500.00	62,500.00	.0
51-82-721 INSURANCE	.00	.00	6,646.00	6,646.00	.0
51-82-727 ADVERTISING	17.25	17.25	1,000.00	982.75	1.7
51-82-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,801.00	14,801.00	.0
51-82-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	77,228.00	77,228.00	.0
TOTAL PIPED WATER	33,794.31	33,794.31	629,666.00	595,871.69	5.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BETHEL HTS WTR TREATMENT</u>					
51-83-501 SALARIES	16,045.39	16,045.39	124,086.00	108,040.61	12.9
51-83-502 OVERTIME	2,873.46	2,873.46	35,875.00	33,001.54	8.0
51-83-508 LEAVE CASHOUT	4,104.62	4,104.62	5,757.00	1,652.38	71.3
51-83-511 MEDICARE	99.89	99.89	2,319.00	2,219.11	4.3
51-83-512 EMPLOYEE GROUP BENEFITS	6,029.46	6,029.46	42,189.00	36,159.54	14.3
51-83-515 UNEMPLOYMENT	.00	.00	1,243.00	1,243.00	.0
51-83-516 WORKERS' COMPENSATION	.00	.00	4,132.00	4,132.00	.0
51-83-518 PERS	4,162.14	4,162.14	35,192.00	31,029.86	11.8
51-83-519 UTILITY BENEFIT	.00	.00	7,980.00	7,980.00	.0
51-83-545 TRAINING/TRAVEL	.00	.00	4,000.00	4,000.00	.0
51-83-561 SUPPLIES	.00	.00	4,000.00	4,000.00	.0
51-83-563 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
51-83-567 CHEMICALS	25,034.80	25,034.80	55,000.00	29,965.20	45.5
51-83-592 PLUMBING SUPPLIES	.00	.00	5,000.00	5,000.00	.0
51-83-621 ELECTRICITY (PUMPHOUSE)	3,576.74	3,576.74	90,000.00	86,423.26	4.0
51-83-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-83-623 HEATING FUEL (PUMPHOUSE)	4,182.37	4,182.37	130,000.00	125,817.63	3.2
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	105.00	105.00	12,000.00	11,895.00	.9
51-83-661 VEHICLE MAINT/REPAIR	.00	.00	3,003.00	3,003.00	.0
51-83-665 CITY SAFETY	.00	.00	6,000.00	6,000.00	.0
51-83-669 OTHER PURCHASED SERVICES	.00	.00	10,000.00	10,000.00	.0
51-83-683 MINOR EQUIPMENT	.00	.00	25,000.00	25,000.00	.0
51-83-721 INSURANCE	.00	.00	21,729.00	21,729.00	.0
51-83-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-83-772 PROJECT EXPENSES	.00	.00	50,000.00	50,000.00	.0
51-83-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,108.00	14,108.00	.0
51-83-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	44,249.00	44,249.00	.0
TOTAL BETHEL HTS WTR TREATMENT	66,213.87	66,213.87	737,362.00	671,148.13	9.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
CITY SUB WTR TREATMENT					
51-84-501 SALARIES	10,839.76	10,839.76	189,169.00	178,329.24	5.7
51-84-502 OVERTIME	4,169.11	4,169.11	35,875.00	31,705.89	11.6
51-84-508 LEAVE CASHOUT	.00	.00	8,932.00	8,932.00	.0
51-84-511 MEDICARE	224.98	224.98	3,263.00	3,038.02	6.9
51-84-512 EMPLOYEE GROUP BENEFITS	5,661.78	5,661.78	66,297.00	60,635.22	8.5
51-84-515 UNEMPLOYMENT	.00	.00	1,953.00	1,953.00	.0
51-84-516 WORKERS' COMPENSATION	.00	.00	5,814.00	5,814.00	.0
51-84-518 PERS	3,301.95	3,301.95	49,510.00	46,208.05	6.7
51-84-519 UTILITY BENEFIT	.00	.00	12,540.00	12,540.00	.0
51-84-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
51-84-561 SUPPLIES	.00	.00	2,500.00	2,500.00	.0
51-84-563 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
51-84-567 CHEMICALS	78,104.38	78,104.38	100,000.00	21,895.62	78.1
51-84-592 PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
51-84-600 TIRES & WHEELS	.00	.00	1,500.00	1,500.00	.0
51-84-602 GASOLINE/DIESEL/OIL	47.97	47.97	1,000.00	952.03	4.8
51-84-621 ELECTRICITY (CS WTF)	6,050.10	6,050.10	60,000.00	53,949.90	10.1
51-84-622 TELEPHONE	5.49	5.49	100.00	94.51	5.5
51-84-623 HEATING FUEL(CS WTF)	10,152.88	10,152.88	150,000.00	139,847.12	6.8
51-84-650 LAB TESTS	2,762.19	2,762.19	10,000.00	7,237.81	27.6
51-84-661 VEHICLE MAINT (ISF)	.00	.00	3,003.00	3,003.00	.0
51-84-665 CITY SAFETY	.00	.00	2,500.00	2,500.00	.0
51-84-669 OTHER PURCHASED SERVICES	122.58	122.58	5,000.00	4,877.42	2.5
51-84-683 MINOR EQUIPMENT	.00	.00	20,000.00	20,000.00	.0
51-84-721 INSURANCE	.00	.00	13,560.00	13,560.00	.0
51-84-996 ADMIN OVERHEAD-IT SVCS	.00	.00	15,494.00	15,494.00	.0
51-84-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	63,841.00	63,841.00	.0
TOTAL CITY SUB WTR TREATMENT	121,443.17	121,443.17	831,351.00	709,907.83	14.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
HAULED SEWER					
51-85-501 SALARIES	42,589.68	42,589.68	524,733.00	482,143.32	8.1
51-85-502 OVERTIME	8,071.33	8,071.33	125,000.00	116,928.67	6.5
51-85-508 LEAVE CASHOUT	907.73	907.73	25,301.00	24,393.27	3.6
51-85-511 MEDICARE	782.01	782.01	9,421.00	8,638.99	8.3
51-85-512 EMPLOYEE GROUP BENEFITS	38,736.12	38,736.12	234,571.00	195,834.88	16.5
51-85-515 UNEMPLOYMENT	.00	.00	6,910.00	6,910.00	.0
51-85-516 WORKERS' COMPENSATION	.00	.00	18,393.00	18,393.00	.0
51-85-518 PERS	11,145.40	11,145.40	142,941.00	131,795.60	7.8
51-85-519 UTILITY BENEFIT	.00	.00	44,346.00	44,346.00	.0
51-85-545 TRAINING/TRAVEL	.00	.00	300.00	300.00	.0
51-85-561 SUPPLIES	.00	.00	7,000.00	7,000.00	.0
51-85-563 WEARING APPAREL	.00	.00	7,000.00	7,000.00	.0
51-85-600 TIRES & WHEELS	.00	.00	12,000.00	12,000.00	.0
51-85-601 VEHICLE MT. (PARTS & TOOLS)	2,928.05	2,928.05	50,000.00	47,071.95	5.9
51-85-602 GASOLINE/DIESEL/OIL	2,870.01	2,870.01	110,000.00	107,129.99	2.6
51-85-621 ELECTRICITY	.00	.00	8,300.00	8,300.00	.0
51-85-622 TELEPHONE	.00	.00	400.00	400.00	.0
51-85-623 HEATING FUEL	.00	.00	12,000.00	12,000.00	.0
51-85-626 WATER/SEWER/GARBAGE	.00	.00	9,000.00	9,000.00	.0
51-85-627 CELL PHONE	.00	.00	840.00	840.00	.0
51-85-661 VEHICLE MAINT/REPAIR	100.00	100.00	310,326.00	310,226.00	.0
51-85-662 PROPERTY MAINT	.00	.00	46,393.00	46,393.00	.0
51-85-669 OTHER PURCHASED SERVICES	5,093.06	5,093.06	7,000.00	1,906.94	72.8
51-85-683 MINOR EQUIPMENT	.00	.00	3,100.00	3,100.00	.0
51-85-721 INSURANCE	.00	.00	70,082.00	70,082.00	.0
51-85-722 INSURANCE-DED EXP & OTHER	.00	.00	20,000.00	20,000.00	.0
51-85-724 DUES/SUBSCRIPTIONS	.00	.00	30.00	30.00	.0
51-85-799 MISCELLANEOUS	.00	.00	1,200.00	1,200.00	.0
51-85-996 ADMIN OVERHEAD-IT SVCS	.00	.00	13,563.00	13,563.00	.0
51-85-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	193,499.00	193,499.00	.0
TOTAL HAULED SEWER	113,223.39	113,223.39	2,013,649.00	1,900,425.61	5.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED SEWER</u>					
51-86-501 SALARIES	13,157.25	13,157.25	167,074.00	153,916.75	7.9
51-86-502 OVERTIME	3,334.93	3,334.93	30,750.00	27,415.07	10.9
51-86-508 LEAVE CASHOUT	.00	.00	7,575.00	7,575.00	.0
51-86-511 MEDICARE	242.18	242.18	2,868.00	2,625.82	8.4
51-86-512 EMPLOYEE GROUP BENEFITS	6,115.18	6,115.18	55,448.00	49,332.82	11.0
51-86-515 UNEMPLOYMENT	.00	.00	1,634.00	1,634.00	.0
51-86-516 WORKERS' COMPENSATION	.00	.00	5,600.00	5,600.00	.0
51-86-518 PERS	3,628.21	3,628.21	43,521.00	39,892.79	8.3
51-86-519 UTILITY BENEFITS	.00	.00	10,488.00	10,488.00	.0
51-86-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
51-86-561 SUPPLIES	452.98	452.98	6,000.00	5,547.02	7.6
51-86-563 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
51-86-590 GLYCOL SUPPLIES	.00	.00	70,000.00	70,000.00	.0
51-86-592 PLUMBING SUPPLIES	.00	.00	10,000.00	10,000.00	.0
51-86-600 TIRES & WHEELS	.00	.00	2,000.00	2,000.00	.0
51-86-601 VEHICLE MT. (PARTS & TOOLS)	2,595.59	2,595.59	6,500.00	3,904.41	39.9
51-86-602 GASOLINE/DIESEL/OIL	541.19	541.19	15,000.00	14,458.81	3.6
51-86-621 ELECTRICITY-LIFTST & BLDG	4,000.32	4,000.32	100,000.00	95,999.68	4.0
51-86-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-86-623 HEATING FUEL	166.55	166.55	35,000.00	34,833.45	.5
51-86-626 WATER/SEWER/GARB	.00	.00	600.00	600.00	.0
51-86-661 VEHICLE MAINT/REPAIR	.00	.00	3,003.00	3,003.00	.0
51-86-665 CITY SAFETY	.00	.00	5,000.00	5,000.00	.0
51-86-669 OTHER PURCHASED SERVICES	6,042.25	6,042.25	20,000.00	13,957.75	30.2
51-86-683 MINOR EQUIPMENT	.00	.00	125,000.00	125,000.00	.0
51-86-691 FORD F350 1 TON	.00	.00	40,000.00	40,000.00	.0
51-86-721 INSURANCE	.00	.00	6,561.00	6,561.00	.0
51-86-736 LEASED PROPERTY-LIFT STATIONS	.00	.00	15,000.00	15,000.00	.0
51-86-996 ADMIN OVERHEAD-IT SVCS	.00	.00	14,801.00	14,801.00	.0
51-86-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	55,566.00	55,566.00	.0
TOTAL PIPED SEWER	40,276.63	40,276.63	861,489.00	821,212.37	4.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER LAGOON</u>					
51-87-501 SALARIES	4,446.94	4,446.94	68,912.00	64,465.06	6.5
51-87-502 OVERTIME	816.68	816.68	10,250.00	9,433.32	8.0
51-87-508 LEAVE CASHOUT	.00	.00	2,211.00	2,211.00	.0
51-87-511 MEDICARE	77.70	77.70	1,148.00	1,070.30	6.8
51-87-512 EMPLOYEE GROUP BENEFITS	2,077.70	2,077.70	21,697.00	19,619.30	9.6
51-87-515 UNEMPLOYMENT	.00	.00	639.00	639.00	.0
51-87-516 WORKERS' COMPENSATION	.00	.00	2,241.00	2,241.00	.0
51-87-518 PERS	1,158.07	1,158.07	17,416.00	16,257.93	6.7
51-87-519 UTILITY BENEFIT	.00	.00	4,104.00	4,104.00	.0
51-87-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
51-87-561 SUPPLIES	.00	.00	1,500.00	1,500.00	.0
51-87-563 WEARING APPAREL	.00	.00	2,000.00	2,000.00	.0
51-87-592 PLUMBING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
51-87-602 GASOLINE	217.09	217.09	20,000.00	19,782.91	1.1
51-87-650 LAB TESTS (SAMPLES)	431.19	431.19	12,000.00	11,568.81	3.6
51-87-665 CITY SAFETY	.00	.00	2,000.00	2,000.00	.0
51-87-669 OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
51-87-683 MINOR EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
51-87-721 INSURANCE	.00	.00	443.00	443.00	.0
51-87-724 DUES & SUBSCRIPTIONS	.00	.00	7,920.00	7,920.00	.0
51-87-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-87-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	21,993.00	21,993.00	.0
TOTAL SEWER LAGOON	9,225.37	9,225.37	204,474.00	195,248.63	4.5
TOTAL FUND EXPENDITURES	534,289.75	534,289.75	9,251,877.00	8,717,587.25	5.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCK EXPENDITURES</u>					
52-50-501 SALARIES	15,311.18	15,311.18	184,522.00	169,210.82	8.3
52-50-502 OVERTIME	544.85	544.85	.00	(544.85)	.0
52-50-508 LEAVE CASHOUT	.00	.00	4,103.00	4,103.00	.0
52-50-510 SOCIAL SECURITY EXPENSE	176.45	176.45	1,420.00	1,243.55	12.4
52-50-511 MEDICARE FICA	251.59	251.59	2,676.00	2,424.41	9.4
52-50-512 EMPLOYEE GROUP BENEFITS	5,170.00	5,170.00	60,752.00	55,582.00	8.5
52-50-515 UNEMPLOYMENT	.00	.00	1,790.00	1,790.00	.0
52-50-516 WORKERS' COMPENSATION	.00	.00	6,137.00	6,137.00	.0
52-50-518 PERS	2,862.18	2,862.18	35,557.00	32,694.82	8.1
52-50-519 UTILITY BENEFIT	.00	.00	11,491.00	11,491.00	.0
52-50-545 TRAINING/TRAVEL	.00	.00	5,000.00	5,000.00	.0
52-50-561 SUPPLIES	86.96	86.96	5,500.00	5,413.04	1.6
52-50-563 WEARING APPAREL	.00	.00	2,000.00	2,000.00	.0
52-50-601 VEHICLE MT. (PARTS & TOOLS)	447.74	447.74	20,000.00	19,552.26	2.2
52-50-602 GASOLINE/DIESEL/OIL	3,054.54	3,054.54	15,000.00	11,945.46	20.4
52-50-621 ELECTRICITY	666.22	666.22	10,000.00	9,333.78	6.7
52-50-622 TELEPHONE	313.71	313.71	1,000.00	686.29	31.4
52-50-623 HEATING FUEL	.00	.00	2,000.00	2,000.00	.0
52-50-624 WATER, SEWER, GARBAGE	.00	.00	5,000.00	5,000.00	.0
52-50-626 WATER FOR BARGES	.00	.00	12,000.00	12,000.00	.0
52-50-627 STAFF CELLULAR PHONES	105.74	105.74	1,680.00	1,574.26	6.3
52-50-642 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
52-50-643 PLANNING/ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
52-50-661 VEHICLE MAINT/REPAIR	.00	.00	3,003.00	3,003.00	.0
52-50-666 MUNICIPAL DOCK MAINT.	.00	.00	5,000.00	5,000.00	.0
52-50-667 MAINT-SEAWALL	198.48	198.48	7,000.00	6,801.52	2.8
52-50-669 OTHER PURCHASED SERVICES	.00	.00	25,000.00	25,000.00	.0
52-50-683 MINOR EQUIPMENT	848.83	848.83	25,000.00	24,151.17	3.4
52-50-687 LAND/EASEMENT ACQUISITION	.00	.00	50,000.00	50,000.00	.0
52-50-697 HIGHLIFT FORKLIFT	.00	.00	35,000.00	35,000.00	.0
52-50-721 INSURANCE	.00	.00	16,980.00	16,980.00	.0
52-50-724 DUES	12.99	12.99	1,000.00	987.01	1.3
52-50-727 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
52-50-775 MUNICIPAL DOCK GRAVEL	.00	.00	150,000.00	150,000.00	.0
52-50-776 HYDROGRAPHIC SURVEY	.00	.00	34,000.00	34,000.00	.0
52-50-777 CONTAMINATED SOIL PROCESSING	.00	.00	1,000.00	1,000.00	.0
52-50-996 ADMIN OVERHEAD-IT SVCS	.00	.00	18,216.00	18,216.00	.0
52-50-997 ICR-PROPERTY MAINTENANCE 5%	.00	.00	27,066.00	27,066.00	.0
52-50-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	52,742.00	52,742.00	.0
TOTAL DOCK EXPENDITURES	30,051.46	30,051.46	849,635.00	819,583.54	3.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
SMALL BOAT HARBOR					
52-55-501 SALARIES	16,938.50	16,938.50	99,939.00	83,000.50	17.0
52-55-502 OVERTIME	2,237.82	2,237.82	3,000.00	762.18	74.6
52-55-508 LEAVE CASHOUT	.00	.00	1,081.00	1,081.00	.0
52-55-510 SOCIAL SECURITY	1,004.09	1,004.09	4,483.00	3,478.91	22.4
52-55-511 MEDICARE FICA	283.40	283.40	1,493.00	1,209.60	19.0
52-55-512 EMPLOYEE GROUP BENEFITS	1,529.30	1,529.30	9,161.00	7,631.70	16.7
52-55-515 UNEMPLOYMENT	.00	.00	2,650.00	2,650.00	.0
52-55-516 WORKERS' COMPENSATION	.00	.00	4,100.00	4,100.00	.0
52-55-518 PERS	656.00	656.00	5,959.00	5,303.00	11.0
52-55-519 UTILITY BENEFIT	.00	.00	2,189.00	2,189.00	.0
52-55-561 SUPPLIES	880.09	880.09	1,800.00	919.91	48.9
52-55-563 WEARING APPAREL	.00	.00	2,000.00	2,000.00	.0
52-55-602 GASOLINE	23.69	23.69	8,000.00	7,976.31	.3
52-55-621 ELECTRICITY	.00	.00	2,000.00	2,000.00	.0
52-55-624 WATER/SEWR/GARBAGE	.00	.00	7,100.00	7,100.00	.0
52-55-668 SMALL BOAT HARBOR MAINTENANCE	732.70	732.70	7,000.00	6,267.30	10.5
52-55-683 MINOR EQUIPMENT	1,079.13	1,079.13	2,000.00	920.87	54.0
52-55-775 SMALL BOAT HARBOR GRAVEL	.00	.00	16,000.00	16,000.00	.0
52-55-799 MISCELLANEOUS EXPENSES	.00	.00	250.00	250.00	.0
52-55-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	22,923.00	22,923.00	.0
TOTAL SMALL BOAT HARBOR	25,364.72	25,364.72	203,128.00	177,763.28	12.5
TOTAL FUND EXPENDITURES	55,416.18	55,416.18	1,052,763.00	997,346.82	5.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEASED PROPERTIES-MISC</u>					
53-50-623 HEATING FUEL	189.86	189.86	.00	(189.86)	.0
TOTAL LEASED PROPERTIES-MISC	189.86	189.86	.00	(189.86)	.0
<u>LEASED PROP-COURT COMPLEX</u>					
53-55-621 ELECTRICITY-COURT COMPLEX	5,659.21	5,659.21	82,901.00	77,241.79	6.8
53-55-622 TELEPHONE	100.91	100.91	600.00	499.09	16.8
53-55-623 HEATING FUEL-COURTCOMPLEX	333.11	333.11	55,000.00	54,666.89	.6
53-55-626 WATER/SEWER/GARB-COURTCOM	.00	.00	18,000.00	18,000.00	.0
53-55-642 BOND REFINANCE CLOSING COSTS	.00	.00	2,000.00	2,000.00	.0
53-55-662 PROPERTY MT-COURT COMPLEX	258.05	258.05	15,000.00	14,741.95	1.7
53-55-663 JANITORIAL-COURT COMPLEX	13,350.00	13,350.00	94,536.00	81,186.00	14.1
53-55-669 OTHER PURCHASED SERVICES	422.72	422.72	5,000.00	4,577.28	8.5
53-55-694 GENERATOR REPAIR	.00	.00	300,000.00	300,000.00	.0
53-55-714 COURTHOUSE LOAN INTEREST	.00	.00	89,750.00	89,750.00	.0
53-55-717 AMORT OF BOND PREMIUM	.00	.00	29,809.00	29,809.00	.0
53-55-721 INSURANCE	.00	.00	57,281.00	57,281.00	.0
53-55-997 ICR-PROPERTY MAINTENANCE-15%	.00	.00	139,179.00	139,179.00	.0
TOTAL LEASED PROP-COURT COMPLEX	20,124.00	20,124.00	889,056.00	868,932.00	2.3
TOTAL FUND EXPENDITURES	20,313.86	20,313.86	889,056.00	868,742.14	2.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

EMPLOYEE GROUP HEALTH BEN.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EMPLOYEE GROUP HEALTH BENEFITS					
54-50-722	INSURANCE PREMIUMS-HEALTH	.00	.00	2,437,233.00	2,437,233.00	.0
54-50-723	PREMIUM LIFE AD&D LTD	.00	.00	78,018.00	78,018.00	.0
	TOTAL EMPLOYEE GROUP HEALTH BENEFITS	.00	.00	2,515,251.00	2,515,251.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	2,515,251.00	2,515,251.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TRANSIT SYSTEM EXPENDITURES					
56-50-501 SALARIES	16,967.22	16,967.22	161,677.00	144,709.78	10.5
56-50-508 LEAVE CASHOUT	.00	.00	7,977.00	7,977.00	.0
56-50-510 SOCIAL SECURITY EXPENSE	115.74	115.74	.00 (	115.74)	.0
56-50-511 MEDICARE FICA	253.46	253.46	2,344.00	2,090.54	10.8
56-50-512 EMPLOYEE GROUP BENEFITS	7,911.00	7,911.00	72,324.00	64,413.00	10.9
56-50-515 UNEMPLOYMENT	.00	.00	2,131.00	2,131.00	.0
56-50-516 WORKERS' COMPENSATION	.00	.00	7,857.00	7,857.00	.0
56-50-518 PERS	3,322.12	3,322.12	35,569.00	32,246.88	9.3
56-50-519 UTILITY BENEFIT	.00	.00	13,680.00	13,680.00	.0
56-50-561 SUPPLIES	.00	.00	2,000.00	2,000.00	.0
56-50-600 TIRES & WHEELS	.00	.00	2,800.00	2,800.00	.0
56-50-601 VEHICLE MT. (PARTS & TOOLS)	2,042.76	2,042.76	.00 (	2,042.76)	.0
56-50-602 GASOLINE	2,484.36	2,484.36	30,000.00	27,515.64	8.3
56-50-621 ELECTRICITY	352.49	352.49	11,400.00	11,047.51	3.1
56-50-622 TELEPHONE	2.74	2.74	700.00	697.26	.4
56-50-623 HEATING FUEL	148.22	148.22	10,800.00	10,651.78	1.4
56-50-626 WTR/SWR/GRB	.00	.00	1,200.00	1,200.00	.0
56-50-627 STAFF CELLULAR PHONES	52.86	52.86	840.00	787.14	6.3
56-50-646 CONTRACTOR FEES	.00	.00	2,000.00	2,000.00	.0
56-50-661 VEHICLE MAINT/REPAIR	1,806.90	1,806.90	20,021.00	18,214.10	9.0
56-50-669 OTHER PURCHASED SERVICES	1.00	1.00	.00 (	1.00)	.0
56-50-683 MINOR EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
56-50-721 INSURANCE	.00	.00	12,344.00	12,344.00	.0
56-50-724 DUES/SUBSCRIPTIONS	.00	.00	300.00	300.00	.0
56-50-727 ADVERTISING	.00	.00	500.00	500.00	.0
56-50-996 ADMIN OVERHEAD-IT SVCS	.00	.00	15,494.00	15,494.00	.0
56-50-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	51,907.00	51,907.00	.0
TOTAL TRANSIT SYSTEM EXPENDITURES	35,460.87	35,460.87	468,365.00	432,904.13	7.6
TOTAL FUND EXPENDITURES	35,460.87	35,460.87	468,365.00	432,904.13	7.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
VEHICLE & EQUIP MAINT					
57-50-501 SALARIES	25,228.39	25,228.39	350,947.00	325,718.61	7.2
57-50-502 OVERTIME	755.14	755.14	18,000.00	17,244.86	4.2
57-50-508 LEAVE CASHOUT	.00	.00	16,807.00	16,807.00	.0
57-50-510 SOCIAL SECURITY EXPENSE	145.31	145.31	.00	(145.31)	.0
57-50-511 MEDICARE FICA	412.86	412.86	5,350.00	4,937.14	7.7
57-50-512 EMPLOYEE GROUP BENEFITS	12,710.34	12,710.34	147,059.00	134,348.66	8.6
57-50-515 UNEMPLOYMENT	.00	.00	4,332.00	4,332.00	.0
57-50-516 WORKERS' COMPENSATION	.00	.00	11,941.00	11,941.00	.0
57-50-518 PERS	4,562.72	4,562.72	81,168.00	76,605.28	5.6
57-50-519 UTILITY BENEFIT	.00	.00	27,816.00	27,816.00	.0
57-50-545 TRAINING/TRAVEL	.00	.00	15,000.00	15,000.00	.0
57-50-561 SUPPLIES	145.65	145.65	20,000.00	19,854.35	.7
57-50-563 WEARING APPAREL	127.19	127.19	3,000.00	2,872.81	4.2
57-50-600 TIRES & WHEELS	.00	.00	1,000.00	1,000.00	.0
57-50-601 VEHICLE MT. (PARTS & TOOLS)	80.86	80.86	6,000.00	5,919.14	1.4
57-50-602 GASOLINE / DIESEL / OIL	1,659.09	1,659.09	10,000.00	8,340.91	16.6
57-50-621 ELECTRICITY	.00	.00	12,500.00	12,500.00	.0
57-50-623 HEATING FUEL	.00	.00	7,500.00	7,500.00	.0
57-50-627 STAFF CELLULAR PHONES	52.88	52.88	840.00	787.12	6.3
57-50-669 OTHER PURCHASED SERVICES	490.32	490.32	10,000.00	9,509.68	4.9
57-50-683 MINOR EQUIPMENT	.00	.00	30,775.00	30,775.00	.0
57-50-721 INSURANCE	.00	.00	35,556.00	35,556.00	.0
57-50-724 DUES/SUBSCRIPTIONS	.00	.00	10,000.00	10,000.00	.0
57-50-996 ADMIN OVERHEAD-IT SVCS	.00	.00	15,634.00	15,634.00	.0
57-50-998 ADMINISTRATIVE OVERHEAD-GF	.00	.00	113,440.00	113,440.00	.0
TOTAL VEHICLE & EQUIP MAINT	46,370.75	46,370.75	954,665.00	908,294.25	4.9
TOTAL FUND EXPENDITURES	46,370.75	46,370.75	954,665.00	908,294.25	4.9

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

LAGOON UPGRADES DESIGN SERV

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 53					
63-53-643	PLANNING/ENGINEERING FEES	2,620.00	2,620.00	.00	(2,620.00)	.0
	TOTAL DEPARTMENT 53	2,620.00	2,620.00	.00	(2,620.00)	.0
	DEPARTMENT 56					
63-56-643	PLANNING/ENGINEERING	6,000.00	6,000.00	.00	(6,000.00)	.0
	TOTAL DEPARTMENT 56	6,000.00	6,000.00	.00	(6,000.00)	.0
	TOTAL FUND EXPENDITURES	8,620.00	8,620.00	.00	(8,620.00)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

2016 HOMELAND SECURITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
DEPARTMENT 52					
71-52-643 PLANNING/ENGINEERING	2,750.00	2,750.00	.00	(2,750.00)	.0
TOTAL DEPARTMENT 52	2,750.00	2,750.00	.00	(2,750.00)	.0
TOTAL FUND EXPENDITURES	2,750.00	2,750.00	.00	(2,750.00)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

		FUND 83				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 51</u>						
83-51-561	SUPPLIES	306.30	306.30	.00	(306.30)	.0
TOTAL DEPARTMENT 51		306.30	306.30	.00	(306.30)	.0
TOTAL FUND EXPENDITURES		306.30	306.30	.00	(306.30)	.0



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

dsolesbee@cityofbethel.net

Celebrating 50 Years of Service

DATE: August 30, 2019
TO: Bill Howell, Acting City Manager
FROM: Daron Solesbee, Acting Fire Chief
SUBJECT: Management Report, August 2019

Current Events

- Medic-5 will be shipped to Seattle, WA in September in order to have Braun Northwest, Inc. refurbish and remount the patient care box onto a new vehicle chassis. The department is in the final stages of obtaining a cooperative purchasing agreement.
- The State of Alaska DHSS has issued new guidelines and scope of practice for EMS services. EMS Instructors will receive training on these changes, as will all EMS providers. These regulations went into effect this month.
- Knik Construction completed paving of the fire station driveway and City Office parking lots.
- Salzbrun Drilling and Welding Services installed two pilings in the fire station front yard. One will be used for the relocation of the flagpole and the other for the installation of a new basketball goal.
- The department has completed its administrative review of two new marijuana applications.

Community Planning/Preparedness

- 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.

- The Department is attending Emergency Preparedness Meetings for the upcoming YKHC Disaster Drill. This drill's theme is a structure fire that starts at the South end of Trailer Court, resulting in multiple structures being burned and multiple fire victims. There will be two injected scenarios involving a motor vehicle collision with extrication on the opposite side of town and a respiratory failure/arrest at the YKHC Long Term Care Facility. This drill will test the capacity at which agencies can manage multiple emergencies simultaneously.
- Bethel Fire Department has been selected as a test site for the new Medicaid Supplemental Emergency Medical Transport (SEMT) program. Being part of this pilot will allow Bethel to shape the program to meet Bethel's needs. SEMT legislation (HB 176) was signed into law in June of last year. This law allows municipal ambulance services to receive reimbursement of 50% or more of the uncompensated cost (UCC) of providing ambulance services. City personnel are required to complete cost report spreadsheets based on FY18 and FY19 budget figures. The department is exploring the possibility of contracting AP Triton as a consultant to complete these reports.

Training

- On 08/06/19 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed the use of the DOT North American Emergency Response Guidebook and completed an inventory of the ambulances.
- From 08/15/19 to 08/18/19, FF Haviland attended a NFA Juvenile Firesetter Intervention Specialist Level I & II course in Wasilla.
- On 08/20/19 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders conducted drills for treating bleeding and shock.
- On 08/22/19 at 7:00 p.m., a Fire/EMT Meeting was held at the fire station. Responders conducted a walk-through of the temporary Emergency Department and ambulance corridor.
- On 08/23/19, firefighters obtained permission from YKHC to conduct forcible entry, wall breaches, firefighter drags, and tool use drills at the North Wing site prior to it being demolished.

Responses

- Between 08/01/19 and 08/29/19, the Bethel Fire Department responded to 122 EMS and 6 Fire incidents.
- On 08/02/19 at 10:09 p.m. medics responded to East Avenue for report of a person having stroke. On arrival, medics found the patient not breathing and initiated CPR. The patient was transported to the hospital and pronounced dead by hospital staff.

- On 08/08/19 at 2:47 a.m. medics responded to Akakeek Street for the report of a person with lacerations on their arm. Medics controlled the bleeding and the patient was transported to the hospital.
- On 08/10/19 at 10:17 p.m., Firefighters responded to the Air traffic Control for the report of a tundra fire southeast of the flight tower. Firefighters observed a tundra fire burning approximately 2-3 miles from the flight tower. Firefighters determined that the fire was not endangering any homes so Firefighters contacted McGrath Alaska forester.
- On 08/19/19 at 3:00 p.m. firefighters were notified about a fire across from Hangar Lake. Firefighters tried to access the fire with 4 wheelers but were not successful. Firefighters then took the fire boat out and found the fire on Steam Boat Slough. The fire was a pile of fiberboard from a fish camp that started the fire. Firefighters then had them put the fire out and informed them of the regulations on burning.

Budget/Financial

- The department is operating within budget.

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 ALEXSys website and nation-wide on the IAFC's Daily Dispatch website. Five applications have been received to this date.

- The Department hired Thomas Dyment as a full-time Firefighter/EMT. He is a current State of Alaska EMT-2 and was a former Summer Firefighter Intern. He is progressing through his Driver/Operator and Firefighter training.
- 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 have been completed to date.

Vehicles & Equipment

- The new ladder truck was repaired by a technician from Hughes Fire Equipment. Issues corrected were the nozzle nesting feature of the elevated master stream, aerial boom centering feature, and an upgrade to the Command Zone 3 aerial operating software.
- We have received the parts for the Class-A Foam system for Engine-4 and will be installed soon.
- Medic-6's Motorola APX 6500 radio control heads are in "Maintenance Mode" and ProComm Alaska has been contacted to troubleshoot the issue. Staff are currently using their portable radios to contact BPD Dispatch and the hospital. If necessary, ProComm Alaska will submit a proposal to our department for their technicians to come to Bethel to troubleshoot/repair/tune-up all of our radios.

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 gasoline chassis.
Medic 6	Ambulance	2017	<i>(Frontline Ambulance) In service.</i> APX 6500 radio control heads cannot be taken out of "Maintenance Mode". Staff are troubleshooting with ProComm AK.
Engine 4	Pumper	2013	<i>(Frontline pumper) In service,</i> 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 have been received and is ready 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

August 30, 2019



CITY OF BETHEL

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

TO: City Manager
FROM: Human Resources
SUBJECT: August Manager Report

DATE: 30 August 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
City Attorney	1	0	0	1	0
Police Chief	1	1	0	1	0
Police Officer	3	0	0	3	0
Driver Hauled	5	1	0	5	1
Driver-Landfill	1	0	0	1	0
Water Foreman	1	0	0	1	0
Water Operator	1	0	0	1	0
Mech-II	1	0	0	1	0
TOTALS	15	2	0	15	1

Applications and Hiring:

Both City Manager and City Attorney vacancies are currently undergoing vetting through talent management agency GovHR.

A "spark" interview was conducted for the position of Police Chief 8/9/2019, 1020 hrs. Following the interview it was determined that the potential candidate would not be suitable for the position and no formal interview was scheduled.

HR received a total of 9 **Applications** in July

From those 9 Applicants:

- 1 Assistant Finance Director was hired.
- 2 Community Service Patrol offers were hired
- 1 Internal promotion to Water Facility Coordinator occurred
- 1 Internal promotion to City Dock Attendant occurred

We currently have 9 job positions with a total of 15 openings, with 1 application under review for Hauled Utility

BEACON Programs:

1 Post-Accident BEACON test was conducted.

Reports of Injury:

There was one report of injury

Administrative Actions:

Multiple routine PAR actions were executed.

Multiple yearly performance evaluations were submitted and processed.

Employee related announcements:

An updated Workers Compensation Claims "How-To" packet was forwarded to managers courtesy of AEPI 8/30/2019.

Leadership seminars were announced by the Avitas Group and disseminated to all managers to field interest 8/23/2019.

Premera Blue Cross announces the following:

Alaska Wellness Academy registration (Sept 9). This is a virtual on-line attendance at no-cost, open to all employees.

Prior authorization requirements for prescription drug Victoza (diabetes Type-II

https://www.premera.com/ak/employer/news/?eml=PBCAK:MKTG:employer:news082019:readall&mkt_tok=eyJpIjoiTIRka1pHVXpORGd6TWpNeiIsInQiOiJoNFh3cEVPYWlrcm9MY0NGOQ29lbTVSbndFZXdOcUxMYTN2XC9Ub21tVzMyWjlKbFBXNEd0WThicUVkTkdcVThxcEZIUFIKdElxbVJ4ZDdLWUFEOGZQRG0yN096c0lpTFlzRVZ4YXFoaFFmOVFsbnZVWnc3RDBIOU5RTHBzeTZ0VVgifQ%3D%3D

Training, Conferences and Seminars:

None currently scheduled

James P. Harris
Human Resources Manager

"Deep Sea and Transportation Center of the Kuskokwim"

Memorandum

Date: September 1, 2019

To: Bill Howell, Acting City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



August 2019 Current Events

- **E911 Phase II:**

ProComm technicians were in town during the early part of the month to go live with the Phase II implementation of the E911 system. By the time the technician left, he reported to me that triangulation data was working. There may still need to be kinks worked out of it, but the fundamentals were definitely working and so cell calls to 911 can now be located.

- **Email Subpoena:**

During the month of August, acting police chief, Amy Davis, brought me a court subpoena she had received for emails going back to January of 2016 until present. The order was to produce any and all emails mentioning the name of a specific former police officer in any of its variations. The subpoena further specified that the emails would have to be from three separate email accounts. After a few days of searching and collecting, all emails were sent to the PD for redaction of confidential information before they were forwarded onto the requesting party. We managed to get these delivered by the subpoena's deadline.

- **PTO for a Week:**

I was out of town on PTO for the second full week of August on family business. During this time, I tried to answer any emails that required my attention. The rest I left to Arctic IT in my absence.

- **RFB Contracts Executed:**

August saw the execution of several contracts/purchase agreements including one for a bulk order of glycol, another for the purchase of a road and culvert steamer, and finally one for a new sand spreader. The orders for these items will likely be put through before month's end.

- **City Hall Panic Alarm:**

For months now the panic alarm at City Hall has been in a trouble state due to several of the wireless remotes being low on battery. I've been in touch with Tyco and one option was to send out a technician to handle the problem. Obviously this would be a very high cost for simply changing out some batteries and so I just requested they send the batteries to me. I am currently waiting for the correct batteries to show up so this issue can be resolved.

Memorandum

Date: September 1, 2019

To: Bill Howell, Acting City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



- **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, cellphone replacement, missing network drives, login problems, etc.

Future Plans

- **Holding Pattern:**

Most of my immediate future plans involve the purchasing of equipment. Unfortunately, all contracts that have been under review by legal have hit a wall in terms of vendors not wanting to budge on certain language. Because of this, I cannot plan to make any progress on these fronts until legal can find a compromise from the various vendors.

- **Acting City Manager:**

For the month of September, I have been asked to serve as acting City Manager. During this time, I plan to hand off my purchasing agent duties to another so that I can be more focused on the duties I will need to perform while acting.



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: 08.31.2019
TO: Bill Howell, Acting City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department

Programs/Divisions

Hauled Utilities:

I, Clyde Erickson, have taken over for Harry in the 2nd week of August. It's been a challenge but we are moving forward. Emphasis on team work and job duties, along with good communication with finance has made for fewer call outs. The biggest problem we have right now is route efficiency. We are currently working on making the route sheets more accurate so that we are delivering to houses that should be on the route, and removing houses from route sheets that should not be on. In addition, moving forward I will be, working with finance, to stream line these routes so we have as little driving between subdivisions as possible on each day, in other words on Kasayuli/Larson days we do not drive to Ptarmigan for 2 houses. Older water trucks are given shorter and closer routes, as much as possible, in hopes of reducing wear. My goal is to have as few call outs as possible, efficient route scheduling, and an efficient way of communicating with Finance.

Utility Maintenance: 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 – Pump #1 has arrived and has been installed, the Lift Station is running on all 3 pumps
- AVEC contacted and service to two service panels cut in preparation for VanGo to repair.
- VanGo Enterprises in Bethel on 8/26. Repairs on several service panels, heat trace repairs, and conduit repairs in residential areas. Research and layout of 7th Ave heat trace consolidation.
- Clean up and organization of shops and vehicles.
- 14 residential lift station repairs
- Cutting in new clean outs on sewer line On Ptarmigan Rd area 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:

- PW Building
 - New Boilers #1 and #2 installation complete but not fully operational, yet. Final use circulating pumps have been installed. During electrical inspection, it was determined the circulation pumps would need to be relocated. Work is in progress.
 - New hot water system using indirect heating from boiler system has been installed. Hot water circulation pumps installed. System go live is awaiting boiler fire up and testing period. PW building will not have hot water until the boiler project is complete.
 - Fire sprinkling system NOT in operation. Dry line system was charged with water and leaks developed. Frontier Fire contracting came for inspection and is generating an estimation to repair leaking section of pipe.
 - South Bay roll up door entrance closed. NO USE. Serious problems exist within the flooring. As mentioned in previous manager report, PW building floor and foundation are experiencing issues. During an inspection, building maintenance discovered broken joists, brackets, support flooring and gusset beams and substantial wood rot. Engineering firm has been notified and plans are being put in place to evaluate damage and repair.
 - Trouble shot and repaired problem with the “used oiler filter/separator” system. System fully cleaned and contaminants removed. System back in operation.
- City Hall
 - Parking lot paving project complete. Front entrance (Stairs and Handicap ramp) replaced and operational. Open to public use.
 - Rear entrance to Building replaced in entirety and open for use.
 - Temporary parking lines are being painted to determine functional layout for permanent painting of parking, loading and unloading, fire line and handicap markings/lines.
 - AirCon in conference room area repaired temporarily.
 - Aircon in IT director’s office needs repair, leaking condensate back into the building between the wall and floor.
 - Window closures on most windows throughout the building are non-operational and will need to be replaced. Quotation requested for the correct arm length for closure.
 - Boiler cleaned for winter use. Nozzle and electrodes replaced.
 - Glycol in City Hall system will need a full replacement before winter. Awaiting order of glycol and other time sensitive summer projects to be complete before this task.
 - Auto/coin vent needs to be installed at air trap location in the trunk line above HR office. This should prevent the air trap issues that trip the boiler in the building every winter.
- Court House
 - **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. Frontier Fire Contractor inspected the damage and is providing estimate to make system in full working order again.
 - 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 Fall/Winter 2019 by a contracted service. Pressures checked daily.
- **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:**
 - This will need to be planned out after time sensitive summer projects are complete.
- Log Cabin
 - No new updates. Building is in NON USE status.
 - Graffiti and vandalism are a continuing constant problem.
- YKFC - Pool
 - Fuel Pumps failed do to ground settling and breaking the power connections. Electrical contractors arrived to replace the damaged circuit providing power to the pump system. All is in normal working order. This may become a problem, again, as the ground continues to move and settle.
 - Air mover on west side the pool deck has failed. New fan ordered and in hand. Plans in action to replace after time sensitive summer projects.
 - Roof leaking during rain and wind. This is a recurring issue and needs to be address by city leadership and the original installers/constructors. Stacey Reardon has videos to show the problem. IT IS NOT CONDENSATION DRIPPING FROM THE CEILING.
 -
- 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.
 - We've had the electrical contractor troubleshoot. No discrepancies found. Perhaps the original ONSITE GEN contractor will need to be involved.
 - Aircon reported as NOT operational in dispatch areas. Aircon has been inspected and is putting out cool air but it is not as cold as other units in the same building.

- Aircon in server room continues to leak water regardless of maintenance department's attempts to remedy.
- Fire Department
 - BFD front entry replacement project in progress.
 - Flag pole relocate project in progress along with replacement of front entrance retaining wall.
- Bethel Heights Water plant
 - Electricians identified discrepancy with water level indication system. Expect quotation to identify repair options. (In progress with Bill Arnolds discretion)
 - Hot water heat circuit failed due to corrosion. Electrical contractor replaced circuit. Circuit in normal working order.
 -
- City Sub Water Plant
 - Boiler shut down to fix a leaking glycol union. Union repaired. Boiler back in full operation.
 - Employee complained the building was too cold to work in during the summer months without an operational boiler.
- Teen Center
 - Request to provide dirt or mulch in the playing area next to the fence to cover exposed artic pipe. Provided dirt ad spread along exposed metal piping.
 - Sink faucet leaking and spray nozzle replaced.
 - Ronda has requested Push bar exits to all be replaced or removed all together.
 - During building rounds rear doors are repeatedly found unlocked/unsecured. This could be a serious problem if someone wanted to break into the building after hours.

Parks and Recreation:

- Parks and Recreation in General
 - No employees for Parks and Rec. All employees have quit, been terminated or have transferred to other departments.
 - When possible rounds of the parks.
 - Identified problems and needs for repairs will be prioritized accordingly and done, if possible.
 - Same as above for boardwalks.
 - Identified areas for level and board replacement are being prioritized.
- Projects so far, more to be considered.
 - 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 On site
 - Completed – Paint concrete blocks separating field from parking
 - Completed – Portable bathrooms on site
 - 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 received
 - 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 helped Port by hauling the Port D-1 gravel from Knik yard to the Port Quonset building yard. This took two days to do with two dump truck hauling.

Streets and Roads also helped port by using three dump trucks, we hauled D-1 gravel to the east side of the seawall. The grader graded it out and used the compactor to compact it.

Streets and Roads has also been helping the landfill by hauling cover, as needed and also hauled a winter pile from the city sand pit. The winter pile will be mixed later with salt so that this pile will stay thawed, so that it could be used this winter for cover.

After the big rain storm, Streets and Roads had the grader out grading the roads for over two weeks. With the roads being muddy and with big potholes, we had to haul gravel to fill in the holes as we graded the roads.

We used the 324E excavator to stack, crush and haul the steel and broken lumber from the east addition of the YKHC hospital. Dale Construction has been hauling it to the landfill with two side dumps for the last four days.

Vehicles and Equipment:

August has been a busy month for V&E as for all the other departments. We have been working on keeping most everybody up and running, kind of a challenge at some points, so please be patient. Potable water trucks are the biggest issue at this point, however, we will make it happen. We will be seeing at least one truck on this last barge. Keep on keepin' on.

Transit System:

For August 2019, the Bethel Transit System transported a total of 2,190 passengers: 264 of those riders had a disability, 117 were elders, 813 were passengers using ONC Senior and Caregivers monthly passes, and 1,260 were general public. Revenue for August, including trip fares, day fares, and monthly passes totaled \$4,720.00.

Road construction has caused the bus to run behind schedule for the past three weeks. It has been 15-30 minutes late, some of the time and in several cases the bus had to by-pass a bus stop because of the construction. Most of the passengers were very understanding and accepted the delay. Our ridership has been down some during this period.

We have been assured that our new bus will be delivered to the Seattle Barge Line on-time to meet the first of September sailing. It should arrive in Bethel that later part of September. Our "new" Bus 439, purchase in October of 2014, has 157,000 miles on it and is beginning to require extra TLC, thanks to the City Shop, to keep it on the road. Bus 438, our smaller bus, is our stand-by bus and we use it when Bus 439 is in the shop.

We currently have two drivers, Sally Evans, full time, drives from 6:30am to 10:30am and 11:30am to 3:30pm. Brenda George, part-time, drives from 3:30pm to 6:30pm. She also fills in if we need extra help driving.

Landfill / Recycle Center:

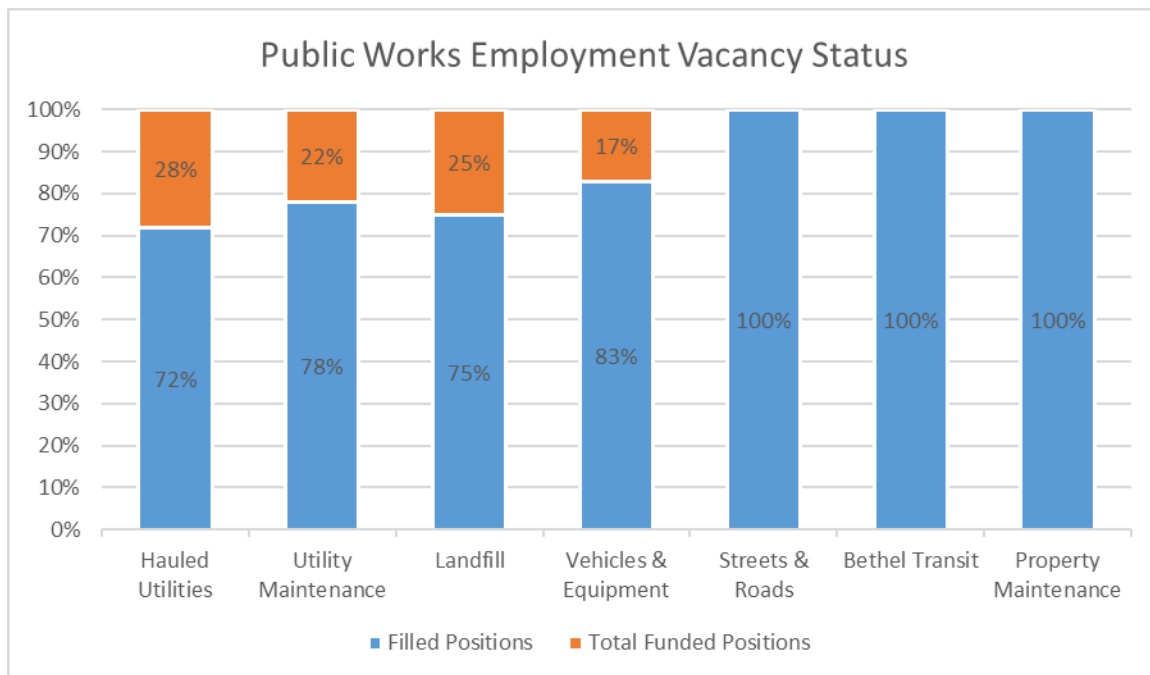
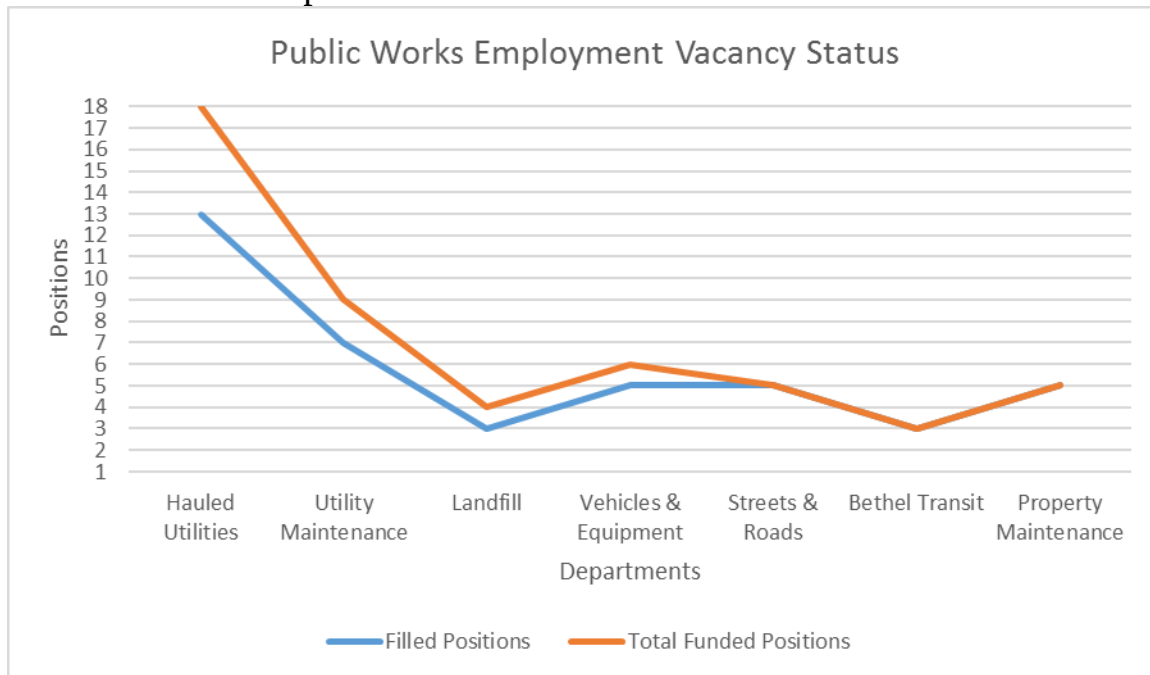
Well, let me see, we got a whole mountain of dirt/sand from Knik's road project that took quite a bit of time keeping it stacked. We got permission to use the lagoon solids for cover, which is good and will be perfect once we have our own dump truck on site.

We buried a bunch of metal and covered it with dumpster trash, in order to use less sand to add to the new road, which we are going to place gravel this month.

The road crew has been delivering sand to the site, we are going to have a salt sand pile so we can use it as winter cover material.

The big happening is of course the North Wing of the hospital getting delivered to our door. So in the last five days, we have had 149 side dump loads delivered, for a total of 2,630 cubic yards at ten dollars a yard.

Staffing Issues/Concerns/Training:
Chart information updated: 08/31/2019



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

1. Wells Fargo positive pay feature stopped a \$1500 fraudulent check from being paid
2. New Assistant Finance Director has been hired and will start October 1.
3. Working on finding Customer Service training for Finance staff.

MEMORANDUM



DATE: September 3, 2019

TO: Bo Foley, Acting City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – September 10, 2019 Bethel City Council Meeting

Grant Projects

Lift Station Controls Improvement Project

The City was successful in securing \$279,827 in additional funds for the lift station project. The project will now include the development and installation of two additional electric panels for the lift station at City Hall and the Public Works building.

The Property Maintenance and the Utility Maintenance Divisions will move the City Hall lift station out from under the building and reinstall it in the back of the building. This move should reduce the foul odors and other problems associated with the current lift station.

Additional Dredging Project Funds

I developed a proposal to put \$194,000 to work as part of the sewer lagoon dredging project. The Village Safe Water Program added additional funds to one of the City's grants as a way to make up for money removed last year and given to another community. The City is asking to use the funds to purchase a new lagoon pump and a new lagoon skiff.

Community Action Grant

The City received five applications for community action grant funds for the quarter acceptance period ending on August 30, 2019. The applications will be reviewed and scored at the two review board meetings in September.

Request for Bids/Request for Proposals

I prepared and issued the RFB for the City's purchase of \$40,000 worth of six-yard dumpsters. The dumpsters must be landed in Bethel by June 30, 2020.

I am working on the Request for Proposals to hire an auditor for five years. Altman Rogers & Co. will complete the City's FY 2019 Audit during the last year of their contract.

Administrative Duties

The City paid the cost of the State Contracting Officer to fly to Bethel and conduct a three-day training on procurement at the end of August. The official State Procurement Level 1, Level 2, and Level 3 courses were taught. City foremen and department heads attended.

**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
AK Dept. of Env. Conservation, Village Safe Water Program	Water and Wastewater Program	Purchase sewer lagoon pump and boat	Public Works	7/25/19	\$155,238 0

Approved in Fiscal Year 2020

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
AK Dept. of Env. Conservation, Village Safe Water Program	Water and Wastewater Program	Design, build, and install two electric panels for City Hall and City Shop and complete current rehab. of Main Lift Station.	Public Works	8/30/19	\$279,827 0
Alaska Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Program Grant	Funded projects have not been revealed until federal funding approved.	Fire	8/19	\$49,141 0

To: Bo Foley, Acting City Manager
From: Ted Meyer, Planner
Subject: August Manager's Report
Date: September 3, 2019

SUBDIVISIONS

Blue Sky Subdivision

The Blue Sky Subdivision Team are racing to complete pending items remaining on the Subdivision Agreement checklist. DOWL is busy reviewing the items as they are submitted by Blue Sky. We just asked DOWL to submit a fee and statement of work proposal for the Blue Sky Subdivision water and sewer rate study as required by the approved Subdivision Agreement. Road construction is anticipated to start in the first half of September.

Tanqik and Ciulllkulek Subdivisions

The big push now is moving the Blue Sky Subdivision to construction. More time will be put into the Tanqik (across the street from the Larson Subdivision) and Ciulllkulek (ONC) subdivisions back on track once the Blue Sky Sub is underway.

CONDITIONAL USE PERMITS (CUP)

Green Store Marijuana Retail

We've been working to prepare the Green Store CUP packet for presentation to the Planning Commission. We are currently waiting for the Green Store to verify property lines before we can ground-truth their site plan map drawings that include property access, driveway aisles, and parking. No hearing in September, as their application has not yet been deemed as complete.

Kusko Kush Marijuana Retail

Although we have been processing their completed application, there is a property lease problem. No Planning Commission hearing in September.

SITE PLAN PERMITS

Site Plan Permit application submittals are becoming fewer as we are getting close to the end of the development season. We are working to resolve past approved permit application problems. We are also developing a process to monitor recent site permit approvals to ensure compliance with authorized improvements stated on the permit.

CITY OF BETHEL POLICE DEPARTMENT



August, 2019 Monthly Report

Personnel:

Our recruit at the Department of Public Safety Academy in Sitka, Alaska is doing well and is on track to graduate in November. We currently have two CSP's on field training right now and both are doing a great job. We have one dispatcher in training at this time. We promoted two in house Patrol Officers to Investigations. We have one applicant for patrol who is currently going through the hiring process. We currently have three patrol positions open and one Chief of Police position open.

All administrative, CSO, CSP, and dispatch positions are fully staffed.

Operations:

There were approximately 1,579 calls for service the month of August, a rise of approximately 43 cases from July and up approximately 239 cases from the same period in 2018. The number of calls requiring investigative reports was at 112, down 17 from July and up 9 from 2018. There were 425 intoxicated pedestrian calls compared to 262 for the same period last year. The number of domestic violence arrests was 29 this month compared to 27 for the same period in 2018 and 39 in July. There were 9 DUI arrests compared to 9 for the same period last year and 7 arrest in July. There were 3 death investigations in June, compared to 1 for the same period last year.

Animal Control:

There were 34 animal control calls for service for the month with 4 reported dog bites.

City of Bethel, Alaska

City Clerk's Office

Council Regular Meetings

September 23, 2019 Special City Council Meeting

September 24, 2019 Regular City Council Meeting

Elections

The office is waiting to receive the audio translation of the three ballot questions. Once that is complete, we will load the transitions to the website and forward them to our programmer for the audio ballot. The paper ballot is finalized and sent for print.

Kids Vote Program Expansion

The office has reached out to the principals of Ayaprun, Gladys Jung and the High School for their approval of the kids vote program to be held at their schools. Our focus with the youth ballot would be to provide 4th -12th graders an opportunity to vote on the name for the new multi-use field. If we are provided approval from LKSD, we would like to have a table and a few voting booths set up during the lunch period at the three schools on October 1st. The High School Student Council has agreed to host the table at the high school and 4H staff has agreed to assist with Ayaprun and Gladys. Our goal was to minimize the impacts to the staff as the schools. Following the lunch period, we would collect the ballots and hold a kids canvass (timeline to be determined).

We will also be providing the kids traditional image ballots at the polls and during absentee voting like last year. This year the kids will be able to choose their favorite sport.

Absentee In Person Expansion

The office will host absentee in person voting September 16-30 as usual. In an effort to expand the voting opportunity we have reached out to ONC, AVCPRH and YKHC with the hope to have absentee in person voting provided by our election officials to the elders at their facilities who may otherwise find it difficult to get to the polls on Election Day.

City Manager/City Attorney Recruitment Process

Gov HR staff will be going through interviews with the City Manager candidates and will be meeting with Gov HR on the 23rd to present the top candidates.

Gov HR has only received one application for the City Attorney Vacancy. We are evaluating additional outreach options and will continue to keep Council apprised of the process.

Misc.

- Prepared Ordinance 19-18 at the request of Vice-Mayor Williams. The Office is expanding on the City Council Guide and has reached out to the City's insurance company to see if they would be willing to come to Bethel to provide training to the Council as well.
- Prepared ordinance 19-19 at the request of Council Member Albertson.
- Prepared an Ordinance repealing Chapter 2.06 Board of Ethics for Vice-Mayor Williams.

- Code update online is complete. There are a number of new features for users to track and view various versions of the code. Additionally, we are working on finalizing the transition of our Action Memorandums and Resolutions to the same host site so that all of the legislation will be held together.
- The City Clerk is the Chair of the Alaska Association of Municipal Clerk's Academy Committee and a member of the Education Committee. We are working on finalizing the conference schedule and academy sessions for the November Alaska Association of Municipal Conference.
- The Office has arranged for hotel rooms for the council to attend the AML Conference in November.
- Assisted Administration in the Bond Closing for the Avenues Project.
- Beginning our annual review of committee/commission document requirements for retention and will be providing notice to our committee volunteers who have term expirations in 2019 of their opportunity to renew their term.

Alcohol Licenses Status

Kusko Liquor Package Store License Transfer to ACC Package Store

State Action: License issued with delegation on July 9, 2019.

City Action: No action required by the City.

Marijuana Licenses Status

Alaska Buds

State Action: License issued with delegation and Conditional Use Permit issued.

City Action: Conditional Use Permit issued.

Alaska Grown Products, LLC (230 Tundra Way location) Doing Business As Alaska Grown Cannabis

State Action: Notice of license application given to City on June 27, 2019.

City Action: Council Protested the License August 13. Notice provided to the AMCO office on August 21.

-State of Alaska Marijuana Control Board Meeting Schedule September 11-13.

-No Conditional Use Permit Application received.

Alaska Grown Products, LLC (1510 Chief Eddie Hoffman Hwy location) Doing Business As Alaska Grown Cannabis

State Action: Notice of license application given to City on August 26, 2019.

City Action: Written report from Administration due to Council and the Applicant by September 15th.

-State of Alaska Marijuana Control Board Meeting Schedule September 11-13.

-No Conditional Use Permit Application received.

Essenkay, LLC Doing Business as Kusko Kush

City Action: Conditional Use Permit Application Submitted to the Planning Office on June 27, 2019. Planning Commission to Consider the CUP in September.

State Action: State of Alaska Notice of License Application received by the City Clerk's Office on August 14th, deadline to protest is October 13.

*Please provide notice to the City Clerk's Office by September 23rd, to sponsor the protest of this license.

Thae Ho Jeoun and Chu Sung Kim Doing Business As Green Store

City Action: Conditional Use Permit Application Submitted to the Planning Office June 25, 2019.

State Action: Nothing Received from the State.