

CITY OF BETHEL

City Council Meeting Agenda, September 24, 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. *9-10-2019 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas and Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 19-18: Amending Chapter 2.04 To Add A New Subsection Titled Elected Official Training, To The Bethel Municipal Code (Vice-Mayor Williams)
- 9.2. Public Hearing 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)
- 9.3. Public Hearing Of Ordinance 19-20: Amending Chapter 4.04.090 Of The Bethel Municipal Code, Audit (Finance Committee)
- 9.4. 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

Posted September 18, 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

- 10.1. *Resolution 19-12: Authorizing The Administration To Amend The City Of Bethel Public Employees Retirement System (PERS) Participation Agreement To Include The Position Of The Police Chief (Mayor Watson)
- 10.2. *AM 19-59: Appointment Of Committee/Commission Member. Leif Albertson- Community Action Grant Technical Review Board (Mayor Watson)
- 10.3. AM 19-60 Direct Administration To Negotiate And Execute The Purchase Of Ambulance Remount Services For “Medic 5” At A Cost Of Approximately \$167,495 With Braun Northwest, Inc., Through The Joint Purchase Contract That Braun Has With Houston-Galveston Area Council (Acting City Manager Bo Foley)
- 10.4. AM 19-61 Authorize And Approve City Administration To Issue Checks Totaling \$30,831.07 To Year 2, Quarter 3 Community Action Grant Awardees Based On The Community Action Grant Technical Review Board’s (CAGTRB) Work On Scoring Applications And Deciding How Much To Award Each Applicant (Acting City Manager Bo Foley)
- 10.5. AM 19-62 Approve The Sole Source Purchase Of Stretchers, Stretcher Load Equipment, And Related Parts And Equipment From Stryker Corporation (Acting City Manager Bo Foley)
- 10.6. Review Administrative Report And Marijuana Retail Store Application For Alaskan Grown Products LLC. License Number 20440. Doing Business As Alaskan Grown Cannabis. Operation Location- 1510 Chief Eddie Hoffman Hwy, Connex, Bethel, AK 99559 (Mayor Watson)
- 10.7. Review Administrative Report And Marijuana Retail Store Application For Essenkay, LLC. License Number 21227. Doing Business As Kusko Kush. Operation Location- 781 3rd Avenue, Bethel, AK 99559 (Mayor Watson)
- 10.8. *IM 19-10: Condition Update Of Public Works Building Floor And Foundation (Acting City Manager Bo Foley)

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 18, 2019 at City Hall, AC Co., Swanson’s, and the Post Office.

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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on September 10, 2019 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None

Results: | Motion Carries

Mayor Watson removed New Business Item 10.2 and 10.3 from the Consent Agenda.
Council Member Albertson removed New Business Item 10.1 from the Consent Agenda.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *8-27-2019 Regular City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Minutes

Port Commission, Mayor Watson-

A meeting has not been held since the last City Council meeting.

Planning Commission, Vice-Mayor Williams-

A meeting will be held on Thursday of this week.

Community Action Grant Technical Review Board, Council Member Albertson-
The Committee reviewed a few proposals, they will meet again on Wednesday to provide a recommendation to the Council for their next meeting.

Parks, Recreation, Aquatic Health and Safety Center Committee, Council Member Forbes-

The Committee discussed the work that property maintenance has been doing at the parks and discussed options to help improve the communities participation in park maintenance.

Working on recommendations to have the Grant Manager work on Land and Water Conservation Fund Grant opportunities.

Finance Committee, Council Member Barr-

The Committee proposed an amendment to the audit deadline which will be presented to the Council tonight.

Public Works Committee, Council Member Jung-Jordan-

A meeting will be held next week to discuss a code enforcement, dumpster signs will be discussed.

Public Safety and Transportation Commission, Council Member Charles-
A meeting has not been held due to a lack of a quorum.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 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)

Main Motion: Approve AM 19-54 was made on the August 27, 2019 Regular City Council Meeting.

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes

Suspend the rules to hear from the Finance Director.

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

Postpone.

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

10. NEW BUSINESS

Item 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)

Main Motion: Introduce Ordinance 19-18.

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

Item 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)

Main Motion: Introduce Ordinance 19-19.

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

Item 10.3. - *Introduction Of Ordinance 19-20: Amending Chapter 4.04.090 Of The Bethel Municipal Code, Audit (Finance Committee)

Main Motion: Introduce Ordinance 19-20.

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

Item 10.4. - *AM 19-57: Appointment of Committee/Commission member. Madelene Reichard-Public Safety and Transportation Commission (Mayor Watson)
Passed on the consent agenda.

Item 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)

Main Motion: Approve AM 19-58.

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

Item 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)

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-

With moose hunting still occurring, people need to make sure you have reflective devices on your boat and body.

Vice-Mayor Williams-

It has been an honor to participate at this meeting from the Big Island of Hawaii. Thankful for the discussions tonight.

Recalled being caught in Colorado during September 11th, away from his family.

Council Member Albertson-

Planning on doing reflectors this year to help ensure people are visible in the dark.

Council Member Forbes-

Acknowledged the anniversary of September 11th. The Fire Department has set up a memorial with 343 flags to represent the number of fire fighters killed that day.

Council Member Barr-

2,977 people died on September 11th. 71 law enforcement officers and 51 military personnel died that day. We can never ever forget that day.

People who are still boating must wear their PFD; we have had six fatalities this year since the river has broken up. PFD's could have saved the people who were lost.

Council Member Jung-Jordan

Thanked the Bethel Fire Department for their 911 Memorial.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

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

Meeting ended at 8:06 p.m.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

PUBLIC NOTICE
REGULAR MEETING OF THE
Community Action Grant Technical Review Board
Wednesday, September 11, 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. September 3, 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



Planning Commission Meeting Agenda
Regular Scheduled Meeting Thursday, September 12, 2019– 6:30PM
CITY HALL COUNCIL CHAMBERS 300 CHIEF EDDIE HOFFMAN HIGHWAY

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2019

Alex Wasierski
Commission Member
Term Expires 12/2021

Shadi Rabi
Commission Member
Term Expires 12/2019

Scott Campbell
Commission Member
Term Expires 1/2020

Tracy Beans
Alternate Member
Term Expires 12/2021

Stanley Hoffman Jr
Alternate Member
Term Expires 12/2021

Thor Williams
Council Representative
Term Expires 10/2019

Ted Meyer
Ex-Officio Member

Pauline Boratko
Recorder

AGENDA

- I. CALL TO ORDER:
- II. ROLL CALL:
- III. PEOPLE TO BE HEARD – (3 Minute Limit)
- IV. APPROVAL OF THE AGENDA:
- V. APPROVAL OF THE MINUTES:
 - A. Regular Meeting- August 8, 2019
- VI. NEW BUSINESS:
- VII. UNFINISHED BUSINESS:
- VIII. PLANNER'S REPORT:
- IX. COMMISSIONER'S COMMENTS:
- X. ADJOURNMENT:

City of Bethel, Alaska

Public Safety & Transportation Commission

September 04, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was NOT held on September 04, 2019 in the Bethel City Hall Council Chambers.

The meeting was not called to order and was cancelled in advance due to not having enough members to establish a quorum.

APPROVED THIS _____ DAY OF _____, 2019.

Jesslyn McGowan, Recorder

Richard Garcia, Chair

City of Bethel, Alaska

Planning Commission

September 12, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on September 12, 2019 at the Bethel Court House in Bethel, Alaska. The Chair of Commission, Kathy Hanson called the meeting to order at 6:31 PM.

II. ROLL CALL:

Comprising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, Lorin Bradbury, John Guinn, Alex Wasierski, Scott Campbell, Tracy Beans, Stanley Hoffman Jr., and Thor Williams.

Excused Absence: Shadi Rabi

Also Present: Pauline Boratko, Recorder; Ted Meyer, City Planner

III. PEOPLE TO BE HEARD: no one wished to be heard at this time.

IV. APPROVAL OF THE AGENDA:

MOVED:	Thor Williams	Motion to approve the agenda
SECONDED:	John Guinn	
VOTE ON MOTION	Unanimous	

V. APPROVAL OF THE MINUTES:

MOVED:	John Guinn	Motion to approve August 8, 2019 regular meeting minutes.
SECONDED:	Lorin Bradbury	
VOTE ON MOTION	Unanimous	

VI. SPECIAL ORDER OF BUSINESS:

VII. NEW BUSINESS:

VIII. PLANNER'S REPORT: Ted Meyer gave his report.

IX. COMMISSIONER'S COMMENTS:

K. Hanson-I would like to add small towers to your list and commercial parking.

L. Bradbury- Happy to have Ted back.

T. Beans- no comment.

A. Wasierski- no comment.

J. Guinn- no comment.

S. Campbell- I was surprised not to see any CUP's on the agenda.

T. Williams- Glad this is a quick meeting.

S. Hoffman- Happy to be here.

X. ADJOURNMENT:

MOVED:	John Guinn	Motion to adjourn the meeting.
SECONDED:	Thor Williams	
VOTE ON MOTION	Unanimous	

With no further business the meeting adjourned 7:25 pm

APPROVED THIS ____ DAY OF _____, 2019

ATTEST: Pauline Boratko, Recorder

Kathy Hanson, Chair

DRAFT



City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission: PRAHSC Committee	Chairman: Brian Lefferts
Date Submitted: 09/17/2019	Council Rep: Mitchell Forbes
Issue: <i>There is a leak in the Yukon Kuskokwim Health Fitness Center located on the South, South-East side of the building.</i>	
Recommendation: <i>Due to the on-going leaks in the Yukon Kuskokwim Health Fitness Center, the committee recommends BSI fix the leak that BSI had admitted to making and failed to fix under the warranty. The leak is located on the South, South-East side of the facility.</i>	

Passed unanimously by the PRAHSC Committee on September 9, 2019.

Received by: _____
Date: _____

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:
Vote:

- 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
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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
Introduction Date: September 10, 2019
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Vote:

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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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.

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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

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pursue any and all legal and equitable remedies available le 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.

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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

CITY OF BETHEL

City Clerk's Office



Supplemental information for Ordinance 19-19

A question was raised during the introduction of Ordinance 19-19 related to the cost of the City's hiring of a hearing officer.

After some research it was found, the City enters into an agreement with the State of Alaska Office of Administrative Hearings on an individual hearing basis. We do not have a standing agreement with the State for this service.

The Office of Administrative Hearings employs staff for the sole purpose of hearing executive branch appeals as well as local governmental body appeals. They handle more than 1,500 annually .

Cost of Hearing Officer's hired through the State of Alaska's Office of Administrative Hearings. The cost associated with a hearing officer through the state is based on a Federal formula, currently billed at \$217 an hour. The Office doesn't charge for administrative staff or paralegal time.

CITY OF BETHEL

City Clerk's Office



Suggested Amendments to Ordinance 19-19 Submitted by the City Clerk's Office

Amendment Number 1.

Strike all of 2.05.0XXX Prohibited Conduct.

~~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.~~

~~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.~~

Reason: It would be more appropriate to include this language in a code of conduct, not code of ethics.

Amendment Number 2.

Strike all of 2.05.030 Resignation.

~~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.~~

Reason: This provision should be included in chapter 2.04 and isn't associated with ethics.

Amendment Number 3.

Amend 2.05.040 Conflicts of interest and code of ethics-Generally subsection to read:

Serve as a paid consultant on a private interest or as a paid representative of any person or entity before a municipal department, utility, or elected or appointed public body of the City.

Full amendment with strikeout and underlines:

4. Represent a client before the city council for a fee, except employee members of the unions pursuant to labor agreements. Serve as a paid consultant on a private interest or as a paid representative of any person or entity before a municipal department, utility, or elected or appointed public body of the City.

Reason:

Amended for clarity. The removal of union labor agreements is an unnecessary exemption as this provision wouldn't prohibit such representation.

Amendment Number 4.

Amend 2.05.200 Political activity subsection D to insert a new sentence at the end:

"This section is not intended to modify 29.20.630 or prohibit an employee from being a member of the Lower Kuskokwim School Board or Advisory School Board."

Amendment would read: 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. This section is not intended to modify 29.20.630 or prohibit an employee from being a member of the Lower Kuskokwim School Board or Advisory School Board.

Reason: The City of Bethel does not govern the operation of the school district. It was therefore determined the participation in both does not create an incompatible office.

Additionally, AS 29.20.630 States:

Prohibited discrimination.

(a) A person may not be appointed to or removed from municipal office or in any way favored or discriminated against with respect to a municipal position or municipal employment because of the person's race, color, sex, creed, national origin or, unless otherwise contrary to law, because of the person's political opinions or affiliations.

(b) Subject to AS 14.14.140, a state employee or school district employee may not be denied the right to serve as an elected municipal official because of employment by the state or a school district. For purposes of this subsection, a school district employee is not a municipal employee.

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

Amendment Number 5.

Amend 2.06.010 Filing of the complaint, content and limitation of action Subsection A. to read:

A. Any person may file a complaint by delivering to the City Clerk's Office a complaint alleging a city official, or municipal employee's conduct violates Bethel Municipal Code 2.05.

Amendment would look like:

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 alleging a city official, or municipal employee's conduct violates ~~violation of~~ Bethel Municipal Code 2.05.

Reason: Suggested amendment simply cleans the language.

Amendment Number 6.

Amend 2.06.010 Filing of the complaint, content and limitation of action Subsection C. 2. to read:

2. The city clerk shall contact a ~~hearing officer~~ hearing examiner for appointment to screen the complaint. The hearing examiner shall have a law degree or three years experience in administrative hearings. The ~~hearing officer~~ hearing examiner 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~~ hearing examiner and the respondent, which contains a copy of the complaint and associated documentation used by the hearing officer in their screening.

Reason: It was concluded the role of the hearing officer wasn't actually for hearings but to examine and determine if a hearing before the board would be appropriate. Since the term hearing examiner isn't as common as hearing officer, an additional sentence is provided to provide clarification on the qualifications of a hearing examiner.

Amendment Number 7.

Amend all of chapter 2.06 to strike hearing officer and insert hearing examiner.

Amendment Number 8.

Amend to strike subsection D under 2.06.040 Screening of the complaint.

~~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.~~

Reason: This subsection would be difficult for the hearing examiner to determine.

Amendment Number 9.

Amend subsection B under 2.06.070 Board of ethics established to strike the sentence "At a minimum one member of the board shall be a licensed attorney."

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.

Reason: It will be difficult to obtain one licensed attorney for this volunteer position.

Amendment Number 10

Amend 2.06.070 Subsection C to strike it in its entirety.

~~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~~

Reason: No legal reason to require this mandate.

Amendment Number 11.

Amend subsection 2.06.080 Function and authority to strike subsection A.

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

Reason: The Board should have the right to make recommendations as provided in subsection C. but not to create their own rules.

Amendment Number 12

Amend subsection C of 2.06.090 Hearing procedures to strike “reliable and relevant” and insert “preponderance of.”

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

Reason: the term preponderance is easier to define.

Amendment Number 13.

Amend subsection F of 2.06.090 Hearing procedures to strike “clear and convincing” and insert “preponderance of.”

Reason: the term preponderance is easier to define.

Amendment Number 14.

Strike Section 2.06.110 in it’s entirety.

~~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.~~

Reason: the Inclusion of this section is unnecessary.

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

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



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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,

§ 200.502

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-

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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

§ 200.512

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

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.	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 (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 (<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).

Introduced by: Mayor Watson
Date: September 24, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 19-12

A RESOLUTION BY THE BETHEL CITY COUNCIL AUTHORIZING THE ADMINISTRATION TO AMEND THE CITY OF BETHEL PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) PARTICIPATION AGREEMENT TO INCLUDE THE POSITION OF THE POLICE CHIEF

WHEREAS, the Bethel City Council is the Legislative body of the City of Bethel, Alaska;

WHEREAS, the City of Bethel entered into a Public Employees' Retirement System Participation Agreement with the State of Alaska on or about November 23, 1973;

WHEREAS, the November 23, 1973 Agreement provided PERS coverage for certified police officers or those eligible for certification who have obtained permanent employee status;

WHEREAS, in November 2017 the City of Bethel requested and was authorized to amend the PERS coverage to remove the Chief of Police position;

WHEREAS, the benefit to the City of Bethel of including the Police Chief in the PERS plan as a certified police officer was to encourage recruitment and retention into this leadership position;

WHEREAS, pursuant to AS 39.35.700 et. Seq., the City of Bethel, City Council requests permission to add to our standing Public Employees' Retirement System of Alaska Defined Contribution Retirement Plan, the Chief of Police effective October 1, 2019;

WHEREAS, all regular full-time employees of the City of Bethel are currently participating members of the Public Employees' Retirement System of Alaska Defined Contribution Retirement Plan;

WHEREAS, the City Manager is authorized to enter an amendment to Bethel's current participation agreement with the State of Alaska Public Employees' Retirement System to enroll the Chief of Police position in the Public Employees' Retirement System Defined Contributions Retirement Plan and initiate a Participation Agreement between the City of Bethel and the State of Alaska; Department of Administration.

Introduced by: Mayor Watson
Date: September 24, 2019
Action:
Vote:

NOW, THEREFORE, BE IT RESOLVED the City of Bethel authorizes amendment of the Public Employees Retirement System Participation Agreement to include the Police Chief in the participation in Public Employees Retirement System.

ENACTED THIS ___ DAY OF ___ 201_ BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	19-59		
Date action introduced:	September 24, 2019	Introduced by:	Mayor Watson
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Committee/Commission member. Leif Albertson- Community Action Grant Technical Review Board.

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

Action Memorandum 19-59 is sponsored by Mayor Watson at the request of the City Clerk.

Leif Albertson has requested appointment to the Community Action Grant Technical Review Board. If appointed, the term would be three years as an Alternate member with a term expiration of December 31, 2021. The term as an Alternate member would become effective October 1, 2019 after his term as a City Council Member expires.

City of Bethel Action Memorandum

Action memorandum No.	19-60		
Date action introduced:	September 24, 2019	Introduced by:	Bo Foley, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute the purchase of ambulance remount services for “Medic 5” at a cost of approximately \$167,495 with Braun Northwest, Inc., through the joint purchase contract that Braun has with Houston-Galveston Area Council.

Attachment(s): (1) Cooperative Agreement between Houston-Galveston Area Council and Braun Northwest, Inc. #18-00433; (2) Amendment #1, Houston-Galveston Area Council Cooperative Agreement #18-00433; (3) Certification Statement: Bidder Conformance with Bethel Municipal Code; (4) Braun Northwest, Inc. HGAC Proposal for City of Bethel dated September 6, 2019; (5) H-GAC Buy Contract Pricing Worksheet; (6) Braun Northwest, Inc. Remount Specifications for Bethel Fire Department; (7) Alaska Marine Lines Quote W190903014 for barge shipment of ambulance from Bethel to Seattle.

Amount of fiscal impact:		Account information:
\$165,000.00	Funds in City FY 2020 Budget.	10-60-691
\$2,495.41	Funds in City FY 2020 Budget.	10-60-669

Summary Statement

The Bethel Fire Department provides lifesaving care with its fleet of ambulances, equipment, supplies, and trained paid and volunteer staff members. The Department currently has two working ambulances (Medic 4 and Medic 6) and one broken ambulance (Medic 5). The 2003 chassis in Medic 5 experienced catastrophic failure and must be replaced. However, the “box” or patient compartment is still in sufficient shape for refurbishment.

The City’s FY 2020 Budget contains \$165,000 in the Fire Department’s Capital Expenditures budget to cover the cost of one ambulance remount. The City’s FY 2020 Budget contains \$22,500 in the Other Purchased Services account to cover project cost overages.

City Attorney Michael Gatti reviewed and approved the use of Houston-Galveston Area Council (H-GAC) contracts for City joint purchases. Braun Northwest, Inc. is a pre-bid award winner with H-GAC. To complete this joint purchase, the City of Bethel must sign the attached Proposal and Amendment #1, and then issue a Purchase Order.

Braun is located in Washington State and provides ambulance remount services. Braun is the same company from which the City purchased its “Medic 5” and “Medic 6” ambulances.

The Department is preparing to send Medic 5 to Seattle by AML barge on September 26, 2019. Once in Seattle, Medic 5 will be taken to a Braun Northwest, Inc. garage in Chehalis, Washington for remount services.

The patient compartment will be taken off of the chassis, refurbished, and attached to a new Dodge Ram 4500 chassis with a gasoline engine. The new gasoline engine is expected to provide more reliable service than the former diesel engine and be easier to maintain by City Vehicle and Equipment Division staff members. The refurbished Medic 5 will have a power stretcher and loader installed and a special compartment that will be used to transport water and ice rescue equipment. The new chassis service life is estimated to be 15 years.

With 180 day lead time, the City expects to receive the completed ambulance on an early barge in Summer 2020.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Braun Northwest, Inc. - Public Services -

18-00433

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Braun Northwest, Inc., hereinafter referred to as the Contractor, having its principal place of business at 150 North Star Drive, Chehalis, WA 98532.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2018 and ends Sep 30 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END-USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Braun Northwest, Inc.

Signature 
04522797849546E...

Name Tami McCallum

Title VP of Sales

Date 10/3/2018

H-GAC DocuSigned by:

Signature 
82EC270D5D81423...

Name Chuck Wemple

Title Executive Director

Date 9/4/2018

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Braun Northwest, Inc. - Public Services -

18-00433

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER's** payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Braun Northwest, Inc.
Ambulances, EMS & Other Special Service Vehicles
Contract No.: AM10-18

C. Braun Northwest		
** These Vehicles Can Only Be Sold In States Outside Texas **		
A. Ambulance		
AM18CA01	North Star - Type 1 - Ford F350 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 153,399.00
AM18CA02	North Star - Type 1 - RAM 3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 149,352.00
AM18CA03	North Star - Type 1 - GMC K3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 150,598.00
AM18CA04	North Star - Type 1 - Ford F450 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 167,743.00
AM18CA05	North Star - Type 1 - Ford F450 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	\$ 170,661.00
AM18CA06	North Star - Type 1 - RAM 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	\$ 165,884.00
AM18CA07	North Star - Type 1 - Medium Duty - Ford F650 4x2 - Diesel Engine - 167"L x 96"W x 72" HR	\$ 197,400.00
AM18CA08	North Star - Type 1 Medium Duty - International - Diesel Engine - 167"L x 96"W x 72" HR	\$ 198,855.00
AM18CA09	North Star - Type 1 Medium Duty - Freightliner - Diesel Engine - 167"L x 96"W x 72" HR	\$ 192,434.00
AM18CA10	North Star - Type 2 - MB Sprinter Van	\$ 107,865.00
AM18CA11	North Star - Type 2 - Promaster Van	\$ 109,300.00
AM18CA12	North Star - Type 2 - Ford Transit	\$ 106,558.00
AM18CA13	North Star - Type 3 - Ford E350 - Gas Engine - 147"L x 94"W x 72" HR	\$ 137,692.00
AM18CA14	North Star - Type 3 - GMC G3500 - Gas Engine - 147"L x 94"W x 72" HR	\$ 138,112.00
AM18CA15	North Star - Type 3 - Ford E450 - Gas Engine - 167"L x 94"W x 72" HR	\$ 142,410.00
AM18CA16	North Star - Type 3 - GMC G4500 - Gas Engine - 167"L x 94"W x 72" HR	\$ 142,072.00
B. Light/Medium Rescue Vehicle		
AM18CB01	North Star - Fire Rescue - Ford F550 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	\$ 141,172.00
AM18CB02	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	\$ 136,580.00
AM18CB03	North Star - Fire Rescue - RAM 5500 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	\$ 137,379.00
AM18CB04	North Star - Fire Rescue - RAM 5500 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	\$ 134,004.00

AM18CB05	North Star - Fire Rescue - Ford F550 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	\$ 144,130.00
AM18CB06	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	\$ 139,548.00
AM18CB07	North Star - Fire Rescue - RAM 5500 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	\$ 140,360.00
AM18CB08	North Star - Fire Rescue - RAM 5500 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	\$ 136,985.00
AM18CB09	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	\$ 143,263.00
AM18CB10	North Star - Fire Rescue - RAM 5500 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	\$ 139,256.00
AM18CB11	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	\$ 147,419.00
AM18CB12	North Star - Fire Rescue - RAM 5500 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	\$ 144,890.00
C. Other Specialty Vehicle or Equipment		
AM18CC01	North Star - Prisoner Transport - Ford E350 - Gas Engine - 138"L x 94"W x 57.875"HR	\$ 95,460.00
AM18CC02	North Star - Prisoner Transport - Ford F350 4x4 - Diesel Engine - 143"L x 94"W x 57.75"HR	\$ 110,033.00
AM18CC03	North Star - Prisoner Transport - Ford F450 4x2 Regular Cab - Diesel Engine - 191"L x 94"W x 72.875"HR	\$ 156,127.00
AM18CC04	North Star - Prisoner Transport - Ford F550 4x2 - Regular Cab - Diesel Engine - 197"L x 94"W x 73" HR	\$ 165,703.00
AM18CC05	North Star - Prisoner Transport - Freightliner 4x2 - Regular Cab - Diesel Engine - 197"L x 94" W x 73"HR	\$ 205,860.00
AM18CC06	North Star - Prisoner Transport - Ford F650 4x2 - Super Cab - Diesel Engine - 197"L x 94" W x 73"HR	\$ 184,488.00
AM18CC07	North Star - Prisoner Transport - RAM 4500 4x2 Regular Cab - 197"L x 94"W x 72 "HR	\$ 149,621.00
AM18CC08	North Star - EOD Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 191"L x 94" W x 80" HR	\$ 214,054.00
AM18CC09	North Star - EOD Command - International 4400 4x2 - Diesel Engine - 222"L x 100"W x 84"HR	\$ 317,053.00
AM18CC10	North Star - SWAT Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 192"L x 94" W x 78" HR	\$ 183,945.00
AM18CC11	North Star - Hazardous Materials Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 187"L x 94" W x 72" HR	\$ 217,658.00
AM18CC12	North Star - Crime Scene Command - Ford F350 4x4 - Diesel Engine - 147"L x 94"W x 72"HR	\$ 177,799.00
AM18CC13	North Star - Mobile Command - Ford F650 4x2 - Diesel Engine - 196"L x 94"W x 76"HR	\$ 211,465.00
AM18CC14	North Star - Wildland Crew Body - 198"L x 98"W x 78" HR	\$ 107,884.00
E. Remounts (See Section B, p. 8 Items for specifics regarding "Remount" pricing)		

AM18CE01	North Star - Remount of Northstar Module	\$ 38,025.00
AM18CE02	North Star - Remount of Northstar Module - Ford F350 4x4	\$ 80,103.00
AM18CE03	North Star - Remount of Northstar Module - Ford F450 4x4	\$ 94,605.00
AM18CE04	North Star - Remount of Northstar Module - Ford E350	\$ 65,371.00
AM18CE05	North Star - Remount of Northstar Module - Ford E450	\$ 67,329.00
AM18CE06	North Star - Remount of Northstar Module - GMC G3500	\$ 65,791.00
AM18CE07	North Star - Remount of Northstar Module - GMC G4500	\$ 66,991.00
AM18CE08	North Star - Remount of Northstar Module - RAM 3500 4x4	\$ 76,056.00
AM18CE09	North Star - Remount of Northstar Module - RAM 4500 4x4	\$ 93,378.00
AM18CE10	North Star - Remount of Northstar Module - International	\$ 127,874.00
AM18CE11	North Star - Remount of Northstar Module - Freightliner	\$ 121,453.00

Amendment #1
Houston-Galveston Area Council (HGAC) Cooperative Agreement
Contract #18-00433
Between City of Bethel and Braun Northwest, Inc.
For City Purchase of Ambulance Remount
Per Bethel Municipal Code 4.20.210 (D) Joint Purchasing

Venue for Disputes

The venue for any dispute arising out of or related to this purchase will be Bethel, Alaska.

Application of Alaska Laws

The laws of the State of Alaska will apply to all disputes arising out of or related to this purchase.

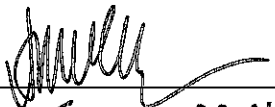
No Other State Laws Apply

The laws of no other state, other than the State of Alaska, apply to all disputes arising out of or related to this purchase.

All other terms and conditions of the HGAC Cooperative Purchasing Program Contract #18-00433 apply.

Braun Northwest, Inc. [Seller]
150 North Star Drive
Chehalis, WA 98532

City of Bethel [Buyer]
PO Box 1388
Bethel, AK 99559



By: Tami McCallum

By: William F. Howell, III
Acting City Manager

Certification Statement

Bidder Conformance with Bethel Municipal Code

The Bethel Municipal Code (BMC) requires that bidders who respond to governmental, proprietary, and other solicitations that result in contracts from which the City is able to use for purchases conform to a list of stipulations. Bidder (Your Company) should only consider the bid/proposal process that pertains to Contract #18-00433 for the City's purchase of one ambulance remount.

Please read these standard bid process requirements found in the BMC and sign on the line provided to certify that your company complied with them. Thank you.

The BMC can be found on the City's website (www.cityofbethel.org).

Bethel Municipal Code Competitive Bid/Proposal Process Requirements:

1. Competitive bidding was used to develop the contract.
2. The bid/proposal solicitation was formally advertised for 20 days or longer.
3. The bid/proposal solicitation contained the following:
 - a. Place, date and time of bid/proposal submission and opening.
 - b. General nature of the supply, service, or construction sought.
 - c. Only written addenda was used for modifications or interpretations.
 - d. A statement from bidder was submitted that acknowledged receipt of all addenda.
 - e. For each addendum issued, there was five days or more remaining before bid opening date.
4. Bidder, nor any of their representatives or third party mandated by Bidder, attempted to contact representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the organization's governing board to influence their decision.
5. Bidder produced the bid package without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a bid package or to present a bid package that does not comply, directly or indirectly, with specifications contained in the bid/proposal solicitation documents;
6. Neither the bidder nor any of its representatives engaged in discrimination, intimidating measures, influence peddling or corruption or entered into any form of collusion,

communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.

I certify that Braun Northwest, Inc. complied with all requirements listed herein for the solicitation that led to the development of Contract #18-00433 from which the City will make one or more purchases.

Tami McCallum, VP Sales, 
[Name, Title of Signature Authority]

9/5/2019
Date

BRAUN-NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC REMOUNT PROPOSAL

SEPTEMBER 6, 2019

CITY OF BETHEL
ATTN: BILL HOWELL, FIRE CHIEF
P.O. BOX 1388
BETHEL, AK 99559

RE: REMOUNT/REFURBISH ONE 2003 NORTH STAR 167" MODULE #504-1

BRAUN NORTHWEST IS PLEASED TO OFFER THE FOLLOWING PROPOSAL WHICH IS BASED UPON HGAC CONTRACT AM10-18.

REMOUNT/REFURBISH ONE (1) 2003 NORTH STAR 167" MODULE #504-1 ONTO A 2019 RAM 4500 4X4 AMBULANCE PREP GAS CHASSIS PER ENCLOSED SPECIFICATIONS DATED 9/5/19.

BASE PRICE HGAC AM10-18CE09.....	\$ 93,378.00
PUBLISHED OPTIONS TAKEN.....	\$ 41,815.00
UNPUBLISHED OPTIONS TAKEN.....	\$ 16,582.00
SUB TOTAL.....	\$151,775.00
FREIGHT.....	\$ 9,400.00
HGAC FEE.....	ADD \$ 600.00
TOTAL AMOUNT F.O.B. BETHEL, AK.....	<u>\$161,775.00</u>

Sales tax not included

F.O.B.: BETHEL, ALASKA

DELIVERY: REMOUNT/REFURBISH TO BE COMPLETED WITHIN NINETY (90) DAYS AFTER RECEIPT OF NEW CHASSIS AND EXISTING VEHICLE. START OF PROCESS TO BE SCHEDULED BASED UPON NEW CHASSIS DELIVERY AND AGENCY'S OPERATIONAL SCHEDULE.

TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS.

It is understood that the used chassis is not road legal due to the transfer of such items as lights and mud flaps to new chassis. Transportation of used chassis remains the responsibility of agency unless chassis is traded-in. Any parts or pieces not transferred to the new chassis or reused, unless specifically noted, shall be included in trade-in value of chassis to reduce overall cost of this project.

*Vehicle must be in drivable condition, capable of completing the trip to Chehalis, WA. If vehicle becomes disabled, Customer is responsible for any additional charges related to getting the vehicle to the Braun Northwest, Inc. Chehalis, WA facility

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Braun Northwest, Inc. is an Alaska business (#706823).

Respectfully Submitted by
BRAUN NORTHWEST, INC.

We agree to accept the above proposal:
CITY OF BETHEL

Tami McCallum, V.P. Sales

Signature

Date

Date: 9/6/2019

Printed Name

Title



TM/sel
Enclosure

EMERGENCY VEHICLES

www.braunnw.com

Code or Part No.	Published Option Description	Offered Price
1.02.05	Running Boards - Dodge 4500/5500 - NFPA Embossed	\$ 875.00
1.02.07	Auto Throttle - Intermotive AFIS xeries - Ford, Dodge, GM	\$ 250.00
1.02.08	Rear Eyes	\$ 485.00
1.02.15	Recover OEM Seats - Reupholster	\$ 1,325.00
1.02.21	Chassis Lighting, LED Dome Light	\$ 350.00
1.02.22	Bumper - Grille Guard - Ranch Hand Legend - Black Powder Coat	\$ 2,150.00
2.09.01	Door Seal - Install new on a painted remount	\$ 275.00
2.09.06	Rear Door Control - Grabber	\$ 125.00
2.09.10	Thresholds - 5 standard compartments and entry doors	\$ 375.00
3.04	Repaint Chassis - Under hood and door jambs	\$ 2,500.00
3.04	Module Paint - Color other than White	\$ 1,000.00
3.04	6" Straight Scotchlite Stripe	\$ 600.00
3.04	Chevrons, Standard Red/Yellow - Excluding Doors	\$ 850.00
3.05	Star of Life Decal - 12" - For (2)	\$ 100.00
3.05	Star of Life Decal - 32"	\$ 150.00
3.09	Module Flooring - Replace in BNW Remounts	\$ 1,900.00
4.01	Bumper - Standard 10" - Flip Up Grip Strut Step	\$ 1,025.00
4.01	Bumper - Dock Bumper Set	\$ 100.00
4.02	Rub Rails - Entire Module	\$ 425.00
4.03	Fender Rings - E450 or 19.5" Wheel	\$ 200.00
4.04	Drip Rails - Entire Module	\$ 625.00
4.06	Rear Step Guard - Type 1 - Recessed License Plate	\$ 400.00
4.08	Window - Sliding 18.75" x 37.50" Tinted, each	\$ 325.00
4.09	Fuel Splash Guard	\$ 75.00
4.17	Zico Electric Step	\$ 2,300.00
5.02	Headliner - 167" Module Northstar Module Remount	\$ 1,000.00
5.07	IV Hanger - Recessed - Cast #IV2008, total of 3	\$ 450.00
5.08	Safety Hook	\$ 150.00
5.10	Attendant Seat - Wise 1657 with 4 point Child Safey Seat - Pedestal Base	\$ 1,550.00
5.17	HVAC Transfer in remount with Thermostat	\$ 1,700.00

5.17	Vertical Plenum	\$ 400.00
5.24	Clock - Digital - Atomic (standard)	\$ 100.00
5.34	Bench End Web Restraint	\$ 475.00
6.02	Voltmeter/Ammeter - Digital - Single Alternator - TST	\$ 575.00
6.05	Module Power - 200 amp disconnect switch	\$ 300.00
6.09	Console/Mapbox - F Series	\$ 1,350.00
6.09	Modifications to Switch Plate/Console	\$ 600.00
6.11	Map Light - 19" flexible neck(Hella is our standard), total of (2)	\$ 200.00
6.13	Attendant Panel, Single	\$ 525.00
6.15	Whelen Oval LED Step Light - 0SC0EDCR/0AC0EDCR	\$ 125.00
6.16	Whelen LED Dome Light - 80C00EZR - if used in place of standard incandescents, total of (8)	\$ 1,280.00
6.17	Stop/Tail, Turn and Backup Lights - Truck Lite	\$ 500.00
6.18	Radio Install - Customer Supplied	\$ 600.00
6.21	Shoreline Power - Kussmaul 20 Amp Super Auto Eject w/Plate and Light	\$ 550.00
6.30.04	Scenelights - 900 series, Super LED - 9SCOENZR, total of (6)	\$ 3,300.00
6.30.05	Spotlight - Golight LED Roof Mounted, Hardwired Console Remote	\$ 950.00
6.30.08	Intersection Light - WION LED, total of (4)	\$ 1,000.00
6.30.08	Grille Light - WION LED, total of (4)	\$ 1,000.00
6.38	Speakers in Module	\$ 250.00
6.40	Electric Door Locks - OEM Key Fobs and hidden switch in grille	\$ 2,500.00
6.43	Ground Light - (2) LED - Module Side Mount, total of (2) sets	\$ 650.00
6.43	Ground Light - (2) LED - Rear Bumper Mount	\$ 250.00
6.46	Exterior Audio/Visual Equipment - Back Up Camera - Non Recessed	\$ 700.00
	Total Changes	\$ 41,815.00

Code or Part No.	Unpublished Option Description	Offered Price
1.01	Chassis, change from RAM 4500 4x4 diesel to RAM 4500 4x4 gas	\$ (9,385.00)
1.02	Chassis modifications, remove simulators, standard running boards, remove compressor and return to customer, tow hook replacement, black plates install, transfer winch, transfer plymovent, cab roof stiffner and (3) glove butlers.	\$ 1,350.00
2.00	Module Construction, weld up front from walk thru to pass thru, patch holes from all screw holes, and old marker lights, new conspicuity tape on compartments, add glove butler above passage door, new insert for pass thru and head pad	\$ 3,350.00
3.00	Coatings/Graphics, full repaint, lettering,	\$ 11,367.00
4.00	Module Exterior, stainless steel plate on bumper, undercoat bumper, custom rock guards, switch for Zico step, Whelen OS mini LED license plate light	\$ 2,400.00
5.00	Module Interior, install "Customer Supplied" Stryker Powerload and SSCOR VX2, new HVAC closeout, removal of cabinet #11, transfer med safe and key secure	\$ 3,450.00
6.00	Electrical, new overload protection devices, back up alarm, door ajar warning/light/buzzer, LED strip light in action area, basic exterior lighting, compartment LED strip lighting, door switches, transfer tough book/MDT mount	\$ 2,050.00
6.30	Emergency Warning System, changes in emergency lighting	\$ (1,000.00)
	Travel, (2) persons for final inspection	\$ 3,000.00
	Total Changes	\$ 16,582.00

BRAUN NORTHWEST, INC.
REMOUNT SPECIFICATIONS
FOR
BETHEL FIRE DEPARTMENT
BETHEL, ALASKA

North Star #504-1, 2003 Ford F-450 4x4, 167" Module
VIN 1FDXF47PI3EB92006

1 **CHASSIS**

1.01 **OEM CHASSIS**

- 2019 Ram 4500 ST, Regular Cab 4 x 4, meeting all the specifications of Section 1.01.
 - 3 year/36,000 mile Basic Limited Warranty
 - 5 year/60,000 mile Powertrain Limited Warranty
 - Ambulance Prep
 - Dual Rear Wheels
 - Provided by Braun Northwest

1.01.01 **SPECIFIC RATINGS**

- Drive – 4 x 4
- G.V.W.R. – 16,500 lbs.
- Front Axle – 7,000 lbs.
- Rear Axle – 12,000 lbs.
- Wheelbase – 192.5"
- Cab to Axle – 108"
- Front Spring Capacity – 7,000 lbs.
- Rear Spring Capacity – 12,000 lbs.
- Rear Differential – 4.44 ratio, Anti-Spin Differential Rear Axle

1.01.02 **POWER TRAIN**

- Engine – Gasoline
 - 6.4L V-8 Heavy Duty HEMI Gas
 - External oil cooler
 - Engine Block Heater
 - Heavy duty dry type air cleaner with flow restriction indicator
- Engine Cooling System
 - Heavy duty, closed-air, free-liquid state type
 - Coolant recovery system
- Transmission
 - Six speeds Heavy Duty Automatic, AISIN AS66RC
 - Auxiliary transmission oil cooler
 - Electronic Shift on the Fly Transfer Case
- Exhaust System
 - System complies with Federal Motor Carrier Safety Regulations, Part 393.83
 - Suspended using three hangers, excluding manifold attachment
 - Discharge at right rear side of module

- Tailpipe shall not terminate within twelve inches of the vertical axis of the fuel tank filler opening.

1.01.03 STEERING

- Power Steering
- Tilt steering wheel

1.01.04 SHOCK ABSORBERS/STABILIZER BARS

- OEM Heavy-duty shock absorbers front and rear
- OEM front and rear stabilizer bars

1.01.05 BRAKES

- Heavy duty power assisted four wheel ABS; Front and rear disc
- Electronic Stability Control
 - Trailer Sway Damping
 - Hill Assist
 - All-speed Traction Control

1.01.06 TIRES AND WHEELS

- Seven OEM 225-70R-19.5G All Position Ft, Rr Traction
- Seven OEM 19.5" Steel wheels
- Spare tire and steel wheel shipped loose

1.01.07X ELECTRICAL

- Alternators – OEM Dual rated at 380 Amps total
- Batteries – OEM Single 730 CCA each
- Voltage Monitoring Auto Idle-Up System
- Stationary Elevated Engine Idle

1.01.08 INSTRUMENT PANEL AND CONTROLS

- Push-Button Start
- Gauges
 - Speedometer
 - Tachometer
 - Fuel Level
 - Coolant Temperature
 - Oil Pressure
 - Voltmeter
- Information Center
 - Odometer/Trip Odometer
 - Engine Hour Meter
 - Engine warning lights
- Cruise Control (integrated into steering wheel)
- Audio – OEM AM/FM, with BlueTooth, audio input jack
- Two USB port
- 12VDC receptacle

1.01.09**CAB EXTERIOR**

- Trim Level – ST
- Horn – OEM dual note electric
- Bright front bumper and grille
- Two Hooks – Two Front
- Windows – Tinted safety glass
- Windshield wipers – Variable, Intermittent
- Mirrors
 - Two black, Manual Folding Trailer Tow with convex
 - Supplemental signals and courtesy lamps
 - Power, heated glass
- Lighting
 - Halogen headlamps, Quad, automatic
 - Daytime running headlamps, low beam
 - Clearance lamps
- Fuel tank – OEM 52 Gallons

1.01.10X**CAB INTERIOR**

- Seats – OEM
 - Cloth bench seat 40/20/40
 - Delete front center seat
 - Combination lap and shoulder harness
- Climate Control – OEM
 - Heavy duty, fresh air, high capacity heater/defroster
 - Dehumidifying air conditioning system
- Interior Upgrade Package
 - Cloth headliner
 - Cloth sun visors
 - Interior Day/Night rearview mirror
 - Overhead reading lights
 - High-series door trim panels
 - Black vinyl floor covering
 - Power windows & power door locks
 - Remote keyless entry with fob
 - Anti-theft system
- Lights and convenience group
 - Warning chimes
 - Headlight-on audible alert
 - Illuminated entry

1.01.11**COLORS**

- Exterior – Flame Red (PR4)
- Interior – Black/Diesel Gray

1.02 CHASSIS MODIFICATION

The following modifications shall be made to the chassis by Braun Northwest.

1.02.03 SIMULATORS/VALVE EXTENDERS

Install braided valve stem extensions on four rear wheels.

1.02.04A EXHAUST HEAT SHIELD

Install exhaust shields made of formed 20 ga. galvanized sheet metal with stamped reinforcements and formed edges. Provide access openings for shock absorber, mounting bolts, etc. Bolt heat shields to the chassis frame, extending from back of cab to the frame cross member just behind the rear axle.

1.02.05 RUNNING BOARDS WITH SPLASH GUARDS

Install new running boards fabricated from bright finish 0.125" polished NFPA aluminum diamond plate with grip strut inserts below cab doors. The entire assembly shall be securely mounted with stainless steel 1/4"-20 Truss head bolts.

1.02.07X AUTO THROTTLE

Install an Intermotive Model #AFIS707VSX-B high idle module. Module to engage at 1300 RPM, with park brake set and "EMERGENCY MASTER" switch on. Shall be connect with a pass-through on the OBD connector, cutting the black wire to prevent cold high idle.

1.02.08 RECOVERY TOW EYES

Install two rear recovery eyes, rated at 10,000 lbs. per pair, in 6.75"W x 6.75"H x 4.375"D recessed pockets. Eyes shall be 1.8125"D, bolted to frame. These eyes shall not be used for towing or lifting of emergency vehicle.

1.02.09 RUBBER MUD FLAPS

Install new mud flaps with the "NORTH STAR" logo behind each rear wheel.

1.02.14 SUSPENSION

Install new LiquidSpring System with a kneeling feature to activate when the rear streetside patient compartment entrance door opens. Install an override switch on the curbside rear wall, accessible from rear curbside door. Install the LiquidSpring control panel on the chassis dash to the left of the steering wheel.

Remove existing compressor and return to customer (Section 8.03 related).

1.02.15A CAB SEATS

Remove OEM seat covers and install aftermarket premium-grade heavy-duty FMVSS 302 compliant gray vinyl slip-on seat covers.

1.02.18X GRILLE GUARD

Install new Ranch Hand Winch Ready Front Bumper (FBD105BLR) with headlight guards black in color. Bumper shall accommodate transferred winch. The OEM toe hooks will be replaced with Dodge 2500 toe hooks to accommodate the installation of the Ranch Hand bumper per manufacturer's guidelines.

Grille lights and siren speakers will be mounted on the grille guard (Sections 6.30.08A and 6.30.10B related). Install black plate in cutouts on forward, lower, on both streetside and curbside of bumper.

Transfer M12000 12K Warn Recovery Winch to new Ranch Hand Bumper. Winch shall have 125 feet of galvanized-plated steel cable (aircraft type). Transfer forged steel hook, with a 10' remote control switch, into new front bumper.

1.02.21A CHASSIS LIGHTING (CAB)

A 3" Whelen #3SRCCDCR red/white LED dome light shall be installed in the cab headliner with independent control of red and white lights via a Red/Off/White switch in console (Section 6.09 related).

1.02.31A STATION EXHAUST

Transfer existing station Plymo exhaust mount.

1.02.38X CAB ROOF STIFFENER

Install a 0.625" aluminum stiffener panel to the inside of the cab roof with adhesive tape in order to reduce noise and vibration. 3M Thiosulfate insulation shall be installed between the OEM headliner and panel.

1.02.50X CHASSIS SPECIALS

Three stainless-steel bolt-on glove butlers shall be installed horizontally on an aluminum plate mounted on back of the chassis cab, below the pass-thru (Section 5.32X related).



1.02.60 CAB CONDUIT

Install a 5.5" cab conduit between the cab and module located behind the driver's seat. The driver's console harness shall be routed through the conduit.

1.03 MODULE-TO-CHASSIS MOUNTING SYSTEM

Transfer module utilizing existing module mounting points with new isolator pads and bolts.

1.03.02 CAB-TO-MODULE ATTACHMENT

Install a new flexible boot for existing pass-through approximately 16"H x 16"W in size between cab and module

1.04 USED CHASSIS

Trade In, drivable

2 MODULAR CONSTRUCTION

Repaint module exterior

Fill screw holes from previous drip rail installation before repainting.

Modify openings from previous marker and clearance lights to accept new Model 36 front and rear clearance lights and side marker lights.

Repair module damage in following locations prior to repainting: module rear streetside (below compartment #4), rear curbside lower corner, and aft curbside upper (by compartment #5 louvers).

Modify module front from walk-thru to pass-thru prior to repainting.

Add backing plate to module underside, curbside, for installation of Zico electric step.

2.08 EXTERIOR COMPARTMENTS

Transfer existing compartment shelves and dividers.

Transfer the following:

Compartment #1 Location: Streetside forward

Item to be transferred: oxygen cylinder bracket and straps

2.09A MODULE DOORS

Transfer existing doors.

2.09.01B DOOR SEAL

Install new door gaskets for all doors.

2.09.02A DOOR HINGES

Transfer existing hinges.

2.09.03A DOOR LATCHES

Transfer existing door latches.

2.09.04A COMPARTMENT DOOR CONTROL

Transfer and lubricate double spring door hold open devices on all compartments. Compartments #5 and #7 shall allow approximate 100-degree open.

2.09.05A CURBSIDE DOOR CONTROL

Transfer and lubricate double spring door hold open device.

2.09.06B REAR DOOR CONTROL

Install new grabber-type hold open devices.

2.09.07A COMPARTMENT DOOR SKINS

Transfer existing compartment door skins and reflectors. Install new red/white 1.5" conspicuity tape on the outboard vertical edge of each door.

2.09.08A ENTRANCE DOOR SKINS

Transfer passage door skins and reflectors. Install new red/white 1.5" conspicuity tape on the top, bottom, and vertical edges of the side passage door and curbside rear door.
Transfer existing storage pocket on curbside passage door.



2.09.10A THRESHOLDS

Install new stainless-steel thresholds at all doors with a polyurethane adhesive.

2.10X MODULE INTERIOR CABINETS

Transfer existing cabinets and doors, excepting cabinet #11 shelves.
Transfer the following:

Cabinet #6 Location: Streetside, Action Area
Items to be transferred: 120VAC quad-receptacle and 12VDC receptacles, inverter status panel, electric oxygen panel, and oxygen outlet.

Cabinet #13 Location: Right Front Stack
Items to be transferred: Knox MedVault

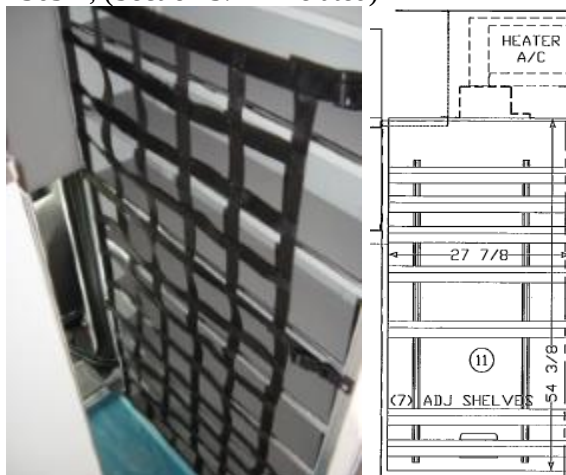


Modify interior cabinets as follows:

- Cabinet #6 Location: Streetside, Action Area
Changes: Replace existing analog thermostat and fan switch with new digital thermostat, mounted on black-powder coated aluminum plate (Section 5.17 related).
Install volume control switch for new module speakers (Section 6.38B related).
Install new attendant panel (Section 6.13 related).
Remove existing attendant area light; install new LED strip light (Section 6.14 related).
Install new **customer-supplied** radio remote head, speaker and mic (Section 6.18 related).



- Cabinet #11 Location: Right front stack
Changes: Remove open system and add vertical plenum, matching 2563-1, (Section 5.17X related)



- Cabinet #New Location: Above curbside passage door (31"W doorway).
Changes: Remove head pad. Install a glove-butler storage cabinet, sized for three glove boxes, oriented horizontally (Section 5.36X related).

2.13X

CAB TO MODULE PASSAGE

Modify front module wall from walk-thru to pass-thru.

Install padded, insulated aluminum insert, covered with Dove Gray vinyl.



2.15

CORROSION REDUCTION/ PREVENTION

Apply corrosion inhibitor to all newly installed screws, bolts, etc.

3

COATINGS AND FINISHES

- **Repaint Module exterior**
- **Fill screw holes from previous drip rail installation before repainting.**
- **Modify openings from previous marker and clearance lights to accept new Model 36 front and rear clearance lights and side marker lights.**
- **Repair module damage in following locations prior to repainting: module rear streetside (below compartment #4), rear curbside lower corner, and aft curbside upper (by compartment #5 louvers).**
- **Modify module front from walk-thru to pass-thru prior to repainting.**
- **Add backing plate to module underside, curbside, for installation of Zico electric step, prior to repainting exterior.**

3.01 MODULE FINISH PREPARATION

Sand module smooth to remove imperfections on aluminum. Mechanically etch the entire exterior and wash with wax and grease remover to ensure proper primer and paint adhesion.

3.02 MODULE PRIMER

Prime bare metal with two-component, low VOC, direct-to-metal epoxy primer/sealant prior to applying the finish coat of acrylic urethane paint.

3.03 PAINT TYPE

Shall be Sherwin Williams acrylic urethane.

3.04 COLOR SCHEME

Base color: White SW #GLV-11291701

Reference photos from #2563-1 (2016) build.

Stripe #1	Color:	Red SW #GB-36913 (To Match Sikkens FLNA 3050) (WT4650)
	Width:	Approximately 40"H from bottom of module
	Material:	Paint
	Location:	Lower portion of module including rear passage doors, to match #2563-1, approximately 40"H.
Stripe #2	Color:	White
	Width:	6"
	Style:	Straight
	Material:	Scotchlite
	Location:	Sides and Rear of Module
Stripe #3	Color:	SignGold Large Engine Turn
	Width:	3/8" Gold with 3/32" black pinstripe (above and below) w/clear overlay
	Style:	Straight
	Material:	Vinyl
	Location:	Sides and Rear of Module, at paint break line

Stripe #4	Color:	Red #82 and Yellow #71 Chevrons
	Width:	6"
	Style:	Diagonal stripes alternating between the two colors
	Material:	Scotchlite
	Location:	Rear of module, below the drip rails, excluding the rear passage doors



3.04.01 CHASSIS COLOR
 Chassis shall be OEM Flame Red (PR4) (Section 1.01.11 related).

Stripe #1	Color:	White SW #GLV-11291701
	Width:	(TBD)
	Style:	Straight
	Material:	Paint
	Location:	Chassis from mid-window up, including hood

Stripe #2	Color:	Red SW #GB-36913 (To Match Sikkens FLNA 3050)
	Width:	(TBD)
	Style:	Straight
	Material:	Paint
	Location:	Chassis from mid-window down, excluding the hood
Stripe #3	Color:	White
	Width:	6"
	Style:	Straight
	Material:	Scotchlite
	Location:	Sides of Chassis
Stripe #4	Color:	SignGold Large Engine Turn
	Width:	3/8" Gold with 3/32" black pinstripe (above and below) w/clear overlay
	Style:	Straight
	Material:	Vinyl
	Location:	Sides of Chassis, at paint break line

3.05 LETTERING/DECALS

STREETSIDE

Item #S1	Lettering:	"BETHEL"
	Font:	Bookman Old Style
	Color:	Imitation Gold Leaf w/Black outline and drop shadow left
	Size:	5.7" x 32"
	Material:	Vinyl
	Location:	Streetside of Module
Item #S2	Lettering:	"FIRE DEPT."
	Font:	Bookman Old Style
	Color:	Imitation Gold Leaf w/Black outline and drop shadow left
	Size:	4.7" X 35"
	Material:	Vinyl
	Location:	Streetside of Module, below item #S1
Item #S3	Lettering:	"AMBULANCE"
	Font:	Block
	Color:	Blue with white outline
	Size:	6" x 44"
	Material:	Vinyl
	Location:	Streetside of Module, above stripe
Item #S4	Decal:	Star of Life
	Qty:	One
	Color:	Blue with white outline
	Size:	16"
	Material:	Scotchlite
	Location:	Streetside of Module, aft of item #S2

REAR**Item #R1**

Lettering: "BETHEL"
Font: Helvetica Medium
Color: Blue with white outline
Size: 4.3" x 25.2"
Material: Scotchlite
Location: Rear doors of Module, above rear windows

Item #R2

Lettering: "FIRE DEPARTMENT"
Font: Helvetica Medium
Color: Blue with white outline
Size: 4" x 48"
Material: Vinyl
Location: Rear doors of Module, centered vertically below latches

CURBSIDE**Item #C1**

Lettering: "BETHEL"
Font: Bookman Old Style
Color: Imitation Gold Leaf w/Black outline and drop shadow left
Size: 5.7" x 32"
Material: Vinyl
Location: Curbside of Module, centered above curbside module window

Item #C2

Lettering: "FIRE DEPT."
Font: Bookman Old Style
Color: Imitation Gold Leaf w/Black outline and drop shadow left
Size: 4.7" X 35"
Material: Vinyl
Location: Curbside of Module, below item #C1

Item #C3

Lettering: "AMBULANCE"
Font: Block
Color: Blue with white outline
Size: 6" x 44"
Material: Vinyl
Location: Curbside of Module, above stripe, below window

Item #C4

Decal: Star of Life
Qty: One
Color: Blue with white outline
Size: 16"
Material: Scotchlite
Location: Curbside of Module, aft of item curbside window

ROOF

Item #1	Decal:	Star of Life
	Qty:	One
	Color:	Blue without outline
	Size:	32"
	Material:	Vinyl
	Location:	Roof, forward, centered.

3.06A COMPARTMENT FINISH

Clean compartment interiors from weather strip in.

3.07A INTERIOR CABINETY FINISH

Clean all interior cabinetry.

3.08A MODULE UPHOLSTERY

Transfer all upholstery with existing covering. (Includes head pads, Section 5.03 related)

3.09B MODULE FLOORING MATERIAL

Transfer existing module sub-flooring and install new Genome (#TFM2702) Altro Transflor Meta Slip-Retardant Sheet flooring, which provides durability, ease of maintenance, and stain resistance. Floor covering material shall be seamless and cove up the streetside walls a minimum of 5" as a seal, and to top of curbside squad bench. Install new trim on streetside.

3.10A COMPARTMENT LINING

Transfer existing exterior compartment flooring.

3.11A CABINET LINING

Transfer existing cabinet lining.

3.13X AUTOMOTIVE UNDERCOATING SEAL

Spray the chassis underbody with undercoating for reduced corrosion and added sound deadening (excluding the area above the fuel tank, driveline, and exhaust lines, per manufacturer's specifications). **Bumper frame shall have undercoating applied.**

4 MODULE EXTERIOR

Repaint Module

Fill screw holes from previous drip rail installation before repainting.

Modify openings from previous marker and clearance lights to accept new Model 36 front and rear clearance lights and side marker lights.

Repair module damage in following locations prior to repainting: module rear streetside (below compartment #4), rear curbside lower corner, and aft curbside upper (by compartment #5 louvers).

Modify module front from walk-thru to pass-thru.

Add backing plate to module underside, curbside, for installation of Zico electric step.

4.01X STEP/BUMPER

Install new 10" North Star step bumper, with grip-strut flip-up step centered below rear doors, and tapered ends.

A formed piece of stainless steel plate shall be installed on the bottom of the grip strut and wrap around exposed edge of diamond plate to prevent damage to cots when loading. Plate shall angle toward the top to ease loading a cot. A drain hole shall be installed on the lower edge. Conspicuity tape shall be installed along the back side of the stainless steel.

Bumper frame shall have undercoating applied (Section 3.13X related).



4.01.01X STEP/BUMPER DOCK BUMPERS

Two heavy-duty black rubber dock bumpers, 2" x 2" x 7.75", shall be modified as needed to mount on the rear face of the bumper outside of the flip up center portion. Rubber bumpers shall be installed on the bottom of each side of the center portion.

4.02B RUB RAILS

Install new bright finished extruded aluminum rub rails of a double channel design along the lower streetside and curbside edges of the module with a red/white conspicuity reflective tape installed in the insert area.

4.03B FENDER RINGS

Install new extruded aluminum fenderettes.

4.04B DRIP RAIL

Install new drip rails in all locations.

4.05X ROCK GUARDS

Install new 59"H aluminum diamond plate rock guards.

Install diamond plate on lower 12" of streetside and curbside module sides.

- 4.06B REAR KICK PANEL**
Install new aluminum diamond plate rear kick panel, with recessed tow eyes and recessed license plate holder (Sections 1.02.08 and 4.16 related).
- 4.07A FUEL FILL**
Transfer fuel fill as exists (streetside, aft of wheel well).
- 4.08X MODULE WINDOWS**
Transfer existing windows in passage doors.
Install new curbside module window. Shall be 18.75" x 37.5" with sliding glass, a positive catch, and a screen.
- 4.09A FUEL SPLASH GUARD**
Install a diamond plate splashguard below fuel fill.
- 4.10X OXYGEN CYLINDER STORAGE**
Transfer existing oxygen cylinder storage in compartment #1.
- 4.16C REAR LICENSE PLATE**
Install a new recessed license plate holder with dual Whelen OS mini LED lights, below rear doors.
- 4.17C RETRACTABLE STEP**
Install a new Zico Quic-Step VS-24-9 retractable electric step with a 7.625" drop below curbside door step with fore/aft mud flaps, and a 0.1875" aluminum backing plate welded to the step well floor.
Install an override switch labeled "AUTO/OFF" inside the module, just aft of the curbside door, to disable automatic operation.

5 MODULE INTERIOR

5.01A UPPER WALL COVERING

Transfer and clean existing wall covering.

5.02X HEADLINER

Install new headliner. An aluminum reinforcement plate shall be installed for restraint net prior to installing new headliner (Section 5.34X related).

5.03 HEAD PADS/CUSHIONS

Transfer head pads with existing upholstery, except for head pad above curbside passage door.

5.04A LOWER WALL COVERING

Transfer and clean existing covering.

New flooring shall be installed, coved to top of curbside squad bench (Section 3.09 related).

5.05B GRAB RAIL

Transfer existing grab rail, in existing location running down centerline of module.

5.06A ACCESS DOOR GRAB RAILS

Transfer existing grab rails, one passage doors.

5.07 IV HANGERS

Three new ceiling mounted Cast #IV2008 recessed IV holders shall be installed, two over primary cot position, and one offset towards curbside.



5.08C COT MOUNT

Install *customer-supplied* Stryker PowerLOAD cot fastener system, in center mount position. Cot hook to be shipped loose.

5.09X COT PLATES

Remove and discard existing cot plates.

5.10B ATTENDANT SEAT

Install a new Wise #1657 rear-facing high-back bucket seat with a built-in child safety seat, four-point harness, and be securely anchored on a Wise #1934 swivel base. Shall be upholstered with heavy grade vinyl shall be located at the head of the cot position.

5.11X OXYGEN SYSTEM

Transfer and low-pressure test existing electric oxygen system with low-pressure alarm, LED display, manual bypass, and existing outlets.

- 5.12X SUCTION PUMP**
Remove existing suction pump.
- 5.13X SUCTION COLLECTOR**
Remove existing Rico suction regulator analog pressure gauge, and bracket.
Install **customer-supplied** SSCOR VX-2 portable suction collector with disposable canister and 12VDC charging bracket on action area wall (cabinet #7).
- 5.14A SEATBELTS**
Transfer existing seatbelts. New attendant seat shall have a four-point harness (Section 5.10B related).
- 5.17X MODULE CLIMATE CONTROL SYSTEM**
Install new heater/evaporator unit in module, with new vertical plenum in right front stack area.(Section 2.10, Cabinet #11 related) Replace HVAC unit closeout using two new adjustable air louvers, and painted to match interior.
Install 12VDC booster to hot water supply line.
- 5.18 EXTERNAL AIR INTAKE**
Transfer existing system.
- 5.19 AIR RETURN**
Transfer existing system.
- 5.20 EXHAUST VENT**
Transfer and test exhaust system.
- 5.21B NO SMOKING/FASTEN SEAT BELTS SIGNS**
Install two new NO SMOKING/FASTEN SEAT BELT signs - one each for driver's area and module.
- 5.24B CLOCK**
Install new atomic-controlled clock open forward-facing aft end wall of the curbside squad bench.
- 5.26 SHARPS/HAZARDOUS WASTE CONTAINERS**
Customer shall be responsible for removing any biohazardous sharps/waste containers from the vehicle before delivery to Braun Northwest.
- 5.29A OXYGEN WINDOW**
Transfer existing oxygen window
- 5.32B GLOVE BUTLERS**
Install glove butlers in the following locations:
 - New cabinet over curbside passage door, sized for three boxes, oriented horizontally, with bottom-hinged, painted aluminum door (section 2.10X related).
 - Three stainless-steel bolt-on glove butlers shall be installed horizontally on an aluminum plate mounted on back of the chassis cab, below the pass-thru (Section 1.02.50X related).

5.34X**PERSONNEL RESTRAINT**

Install new restraint net at the forward end of the curbside squad bench seat to prevent a person seated on the bench seat from traveling forward off the seat and into the front cabinetry due to sudden braking. The net system shall be constructed of 2" webbing and shall be easily detached for cleaning or replacement.

Reinforcement plate shall be installed prior to installing new headliner (Section 5.02X related).

5.36X**MEDICATION SAFE**

Transfer existing Knox MedVault. Install new *customer-supplied* Wi-Fi antenna for existing MedVault (Section 6.19X related).

5.38**KEY SECURE**

Transfer existing Knox KeySecure box; shall be installed in the driver's console (Sections 6.09X and 8.02 related). The KeySecure blue strobe light shall be installed on the console surface to the left of *customer-supplied* radio.

6 ELECTRICAL

Function test existing module electrical system upon arrival at Braun Northwest. Contact customer for change order authorization to replace non-functional components. Upon completion, function test and certify vehicle electrical system to AMD 005 requirements.

6.01A ELECTRICAL LOAD DEVICES

Replace all relays. Replace or add circuit breakers as required to meet new circuit requirements. Modify or replace all electrical wiring as required to accommodate new or revised electrical circuits or to address damaged, spliced, or poorly routed or inadequately protected conductors.

6.02A VOLTMETER/AMMETER

Install a new single digital display, located in the driver's console, which simultaneously displays voltage and alternator current when the ignition is on. Display flashes to indicate low voltage.

6.04A IGNITION CONTROL

Transfer existing 100-amp solenoid for auxiliary chassis related functions.

6.05C MODULE POWER

Install a new console-mounted switch labeled "MODULE DISC." which activates a new CDR-357 solenoid. An ignition interlock shall disconnect module power fifteen minutes after vehicle's ignition is turned off. The interlock shall also allow module power to be reactivated independently for fifteen minutes by cycling either the ignition switch or the module disconnect switch. (Section 6.09X related)

6.07B BACK-UP ALARM

Install a new back-up alarm with a sound output level of 97dB, with a momentary disable switch in the driver's console (Section 6.09X related). If disabled while in reverse, the back-up alarm shall automatically reset when shifted out of reverse.

6.09X DRIVER'S CONSOLE

Install a new Type 1 driver's console made of black-powder-coated formed aluminum between the seats. Install a new custom switch panel with the following layout, two arm rests, two cup holders, and a map holder with mill-finished aluminum dividers.

Transfer existing MDT docking station and mounting post and side-mounting bracket to new console, mounted on passenger side of console (Section 6.18 and 8.02 related).

Two map lights shall be installed in the upper right corner (Section 6.11X related).

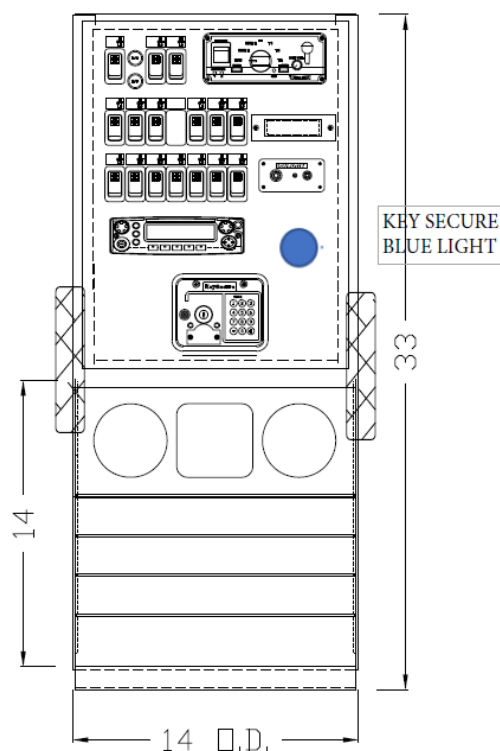
1.	Passage Compt. D/O Light	2.	3.	Transferred Siren
Module Disc.		Siren/ Horn	Back-up Disable	

4.	5.	6.	7.	8.	9.	10.	New Digital Meter
Emerg Master	Pri Sec	Dimmer	Spare	HVAC	Spare	Cab Lighting	

11.	12.	13.	14.	15.	16.	17.	New GoLight Controller
Pre-wire for Driving Lights	Left Scene	Right Scene	Rear Scene	Ground Lights	Spare	Dual USB	

<i>Customer-Supplied</i> Motorola APX 6500 remote radio head	Key Secure Light
--	------------------

Transferred Knox KeySecure3 (Section 5.38X related)



6.10B

SWITCHES

Install new rocker type switches with new labels in the driver's console and attendant panel (Section 6.09X and 6.13X related).

- 6.11X MAP LIGHT**
Two Federal Signal 19" map lights shall be mounted on the forward section of the console, one each on the driver's and passenger's sides.
- 6.12C DOOR AJAR WARNING LIGHT/BUZER**
Install a new warning light system on the driver's console. A red flashing light shall warn the driver of an open module passage door, and an amber flashing light shall warn the driver of an open module compartment door.
The lights shall flash and buzzer shall sound only if the vehicle is placed in gear while doors are open.
- 6.13B ATTENDANT CONTROL PANEL**
Install new black powder-coated attendant panel with new rocker switches and inserts.
1. Dome Hi/Off/Lo
2. Dome Hi/Off/Lo
3. Vent
4. Electric Oxygen
5. Attendant Light
6. Spare
A new digital thermostat shall be located adjacent to the attendant control panel.

A single-switch panel shall be installed on curbside wall, adjacent to curbside passage door with the following switched:
1. Auto/Off (Zico Electric Step)
- 6.14B ACTION AREA LIGHTING**
Remove existing fluorescent light. Install a new under-cabinet LED strip light below Cabinets #1 and #2, with a new On/Off rocker switch labeled "ATTENDANT LIGHT" in the attendant control panel (Section 6.13B related).
- 6.15B STEP LIGHTS**
Replace existing step lights with Whelen OS Mini LED light, with angled chrome housing.
- 6.16B MODULE INTERIOR LIGHTING**
Remove existing eleven dome lights.
Install eight new dual intensity round Whelen #80C0EHCR LED recessed lights in new headliner, evenly spaced, four lights to each bank. A bank of four lights shall be positioned toward streetside and four lights toward curbside. There shall be a switch for each bank of lights on the action wall for "DOME HI-OFF-LO". The curbside bank of lights shall be automatically activated when the rear or side doors are opened or by a transferred 15-minute rotary timer mounted adjacent to the curbside passage door. The timer shall be wired to continuous battery power.
- 6.17 BASIC EXTERIOR LIGHTING**
Install new Truck-Lite Model #36 LED module identification lights, clearance lights, and side marker lights.
Install new Truck-Lite Model #45 LED stop/tail light, turn signal and back-up light.
Red rear and side reflex reflectors shall be installed in accordance with FMVSS 108 requirements.

6.18 COMMUNICATIONS EQUIPMENT

The repowering and tuning of the radios shall be the responsibility of the vehicle owner.

Item #1

Description: Install one new *customer-supplied* Motorola APX 6500 radio transceiver with two remote heads, speakers and mics (Sections 6.09X and 8.02 related).

Location: Transceiver, wired ignition hot, in behind passenger seat in the cab on an aluminum plate, one remote head, speaker and mic in driver's console and one remote head, speaker, and mic in Action Area, Cabinet #6.

Additional Instructions: Make all connections including antenna, antenna cable(s), battery power, ignition power, and grounds. Prior to powering up of the module, remove and secure to fuse holders all in-line fuses of radio equipment.

Item #2

Description: Transfer existing MDT docking station and mounting post and side-mounting bracket (Sections 6.09 and 8.02 related).

Location: Driver's console, towards passenger side.

Additional Instructions: Make all connections including antenna, antenna cable(s), battery power, ignition power, and grounds.

6.19A ANTENNA MOUNTS AND CABLES

Transfer existing antenna bases. Install new *customer-supplied* Motorola radio antenna (Section 6.18 related)

Install new *customer-supplied* antenna for Knox MedVault, location to be determined at preconstruction meeting (Section 5.36 related).

6.20 BLOCK HEATER

Wire block heater to the 120VAC shorepower system. Block heater shall have an On/Off switch in 120VAC power box, and shall be circuit protected (Section 1.01.02 related).

6.21B SHORELINE POWER

Install new Kussmaul 20-amp Auto-Eject shoreline with green indicator light, streetside forward allowing for door flanges and new rock guards (Section 4.05X related).

Transfer existing 120VAC power box (located in interior cabinet) and interior 120VAC receptacles.

- Two in Action area
- One at aft end of curbside squad bench.



- 6.22 BATTERY GROUNDS**
In addition to OEM grounds, add the following ground circuits: 4 ga. ground cable from module power component panel to frame, two braided ground straps from the module body to the chassis to reduce RF interference.
- 6.23 BATTERY CHARGER**
Transfer existing battery charging system, which is part of inverter (Section 6.31A related).
- 6.24A BATTERY MODIFICATION**
Utilize new OEM battery as provided with the chassis, located under hood.
- 6.25A 12VDC RECEPTACLES**
Transfer existing two 12VDC receptacles
- One in action area
 - One in right front stack
- Receptacles shall be powered continuously.
- 6.26B COMPARTMENT LIGHTING**
Disable existing compartment
Install new LED strip lights in all compartments.
- 6.27 EXTERIOR DOOR SWITCHES**
Install new compartment and passage 1/2" mechanical door switches.
- 6.30 EMERGENCY WARNING SYSTEMS**
Emergency lights shall be tied to a Dimmer switch in the driver's console. This shall reduce the power output to all emergency lights to approximately 75% (Except for Whelen WION series, which are not dimmable).
Emergency lights shall be enabled with the "EMERGENCY MASTER" switch and be controlled by the "PRIMARY/SECONDARY" switch. All emergency lights shall activate in PRIMARY. SECONDARY shall activate only the front Lightbar and the rear flashers. All emergency lights shall be set to the same flash pattern.
- 6.30.01A FRONT LIGHTBAR**
Transfer existing 90" Whelen flush-mounted lightbar and mount on module. Replace any burned out halogen or rotator bulbs.
Lightbar shall be enabled with the "EMERGENCY MASTER" switch and be controlled by the "PRIMARY/SECONDARY" switch (Section 6.09X related).
- 6.30.02B REAR FLASHERS**
Transfer existing halogen Whelen 900-Series flashers in existing locations, on module sides and rear.
Lights shall be enabled with the "EMERGENCY MASTER" switch and be controlled by the "PRIMARY/SECONDARY" switch (Section 6.09X related).
- 6.30.03B FLASHERS**
Transfer existing halogen Whelen 900 Series flashers in existing locations, two each on the curbside and streetside of the module in upper corners.
Lights shall be enabled with the "EMERGENCY MASTER" switch and be controlled by the "PRIMARY/SECONDARY" switch (Section 6.09X related).

- 6.30.04B SCENELIGHTS**
Replace existing scene lights with six Whelen Model #9SC0ENZR LED lights in the existing locations, two each on the curbside and streetside of the module in upper corners and two on the rear of the module above rear doors.
The curbside passage door shall activate the curbside scenelights. The scenelights shall also be controlled by the respective switches on the driver's console (Section 6.09X related).
- 6.30.05C SPOTLIGHT**
Install a new GoLight #20204 roof-mounted LED spotlight with a white housing in the center of the cab roof. Install a hardwired controller in the driver's console (Section 6.09X related).
- 6.30.06B INTERSECTION LIGHTS**
Install four new Whelen #WIONSMCR Clear Lens Red LED intersection lights with chrome housings, one on each fender and one above each module wheel well.
Lights shall be enabled with the "EMERGENCY MASTER" switch and be controlled by the "PRIMARY/SECONDARY" switch (Section 6.09X related).
- 6.30.08A GRILLE LIGHTS**
Install two Whelen #WIONSMCR Clear Lens Red flashers with chrome housings on aftermarket grille guard. Lights shall be enabled with the "EMERGENCY MASTER" switch and be controlled by the "PRIMARY/SECONDARY" switch (Sections 1.02.18 and 6.09X related).
- 6.30.09A SIREN**
Transfer existing Whelen 295SLSA1 siren.
- 6.30.10B SIREN SPEAKERS**
Install new Federal Signal BP-200Q speakers with stainless steel "Electric F" grill covers. Speakers shall be mounted on the lower rung of the Ranch Hand bumper (Section 1.02.18 related).
- 6.30.11A SEQUENTIAL SWITCHING SYSTEM**
Transfer existing sequential switching and remove existing load manager.
- 6.30.12A FLASHER CONTROL**
Transfer existing Vanner GP unit.
- 6.30.13A STROBE POWER SUPPLY**
Transfer existing UPS 64LX strobe unit.
- 6.31A INVERTER**
Test existing 120VAC Heart Interface 1000-watt inverter, and transfer if functional. If not functional, contact customer for authorization before installing new inverter.
- 6.32 FOG LIGHTS**
Remove existing fog lights and return to customer (Section 8.03 related).

- 6.33A DRIVING LIGHTS**
Prewire for two *customer-supplied-and-installed* PIAA lights on aftermarket bumper/grille guard. Prewire for "DRIVING LIGHTS" switch in the driver's console (Section 6.09 related).
- 6.35A FLUID WARMER**
Transfer existing fluid warmer as-is, in cabinet #3.
- 6.38B MODULE SPEAKERS**
Two speakers shall be installed in the module and connected for use with the cab radio. A volume knob with a "Volume" label shall be installed on the wall of Action Area (#6) (Section 5.10X related).
- 6.40X ELECTRIC DOOR LOCKS**
Install new door locks on all module passage doors. The module door locks shall be wired to the cab doors. Each passage door shall have a switch. Additionally, a lock/unlock switch shall be installed on doorskin of compartment #5. Install a hidden unlock button behind the rear license plate.
The locks shall be controlled remotely with OEM key fob-type controllers.
- 6.43X GROUND LIGHTS**
Install six LED ground lights, one under each chassis running board, one on each side of the module forward of the wheel well, and two under the rear bumper. Lights shall be controlled by an auto/off switch labeled "GROUND LIGHTS" in the driver's console. In the "Auto" position lights shall automatically turn with the ignition and vehicle in PARK.
- 6.46B BACK-UP CAMERA**
Install new Rostra ##250-8273 back-up camera system, including a surface- mounted camera and a rear-view mirror/monitor with a 7.3" screen. Camera shall automatically display on monitor when the vehicle is placed in reverse.

7 SUPPORTING DOCUMENTATION

7.01 OWNER'S MANUAL

1. Chassis owner information packet.
2. Extra set of keys.
3. Remount warranty.
4. Factory Chassis warranty.
5. 1-year/24,000 mile limited electrical warranty.
6. Electrical load test.
7. Alternator maintenance information.
8. Schematics for individual options.
9. Warranty and parts list for lightbar, etc.

8 MISCELLANEOUS EQUIPMENT

8.01 LOOSE EQUIPMENT

The following equipment shall be shipped loose with vehicle:

1. Touch-up paint
 - a. White #GLV-11291701 (exterior)
 - b. Red #GB-36913
2. Spare tire & wheel
3. Cot Hook

8.02 CUSTOMER-SUPPLIED EQUIPMENT

1. Motorola APX6500 radio with two remote heads, speakers and mics, and antenna.
2. Stryker PowerLoad
3. SSCOR VX-2 Portable Suction Unit
4. Knox MedVault (transfer)
5. Knox MedVault Antenna
6. Knox KeySecure3 (transfer)
7. Winch (transfer)

8.03 EQUIPMENT TO BE RETURNED

Return the following equipment to customer, if not transferred or reused. Customer is responsible for taking all returned equipment.

1. Two Hella Fog lights
2. Compressor

* * * * *

Date: 09/03/2019

Page 1 of 2

Requested by: DARON SOLESBEE	Phone: (907) 543-2131	Origin: Bethel, AK	Destination: Seattle, WA
Company: BETHEL FIRE DEPARTMENT	Fax/Email: DSOLESBEE@CITYOFBETHEL.NET	Ship date: W9009	Bid Date:
Address:	Prepared by: Ben Owens	Preparer phone: 206-254-2596	Preparer email: bowens@lynden.com
City, state, zip:	Description: AMBULANCE		

AMBULANCE						Ship date:										
Origin: Bethel, AK			POL: BETHEL		POD: SEATTLE		Destination: Seattle, WA			Dock to Dock						
Qty	Item No.	Pkg. Type	Description		Length	Width	Height	Weight	Min Qty	Rated As	Rate	Basis	Estimate	Ttl. Weight		
1	1740-002	EACH	Breakbulk - AMBULANCE		25' 5"	8' 1"	10' 1"	11,000	1	25.42	\$214.32	PLF	\$5,448.01	11,000		
			Fuel Surcharge (WW); subject to the rate in effect at the time of shipment.								5.00	PCT	\$272.40			
Southbound service is subject to space availability and is subject to change without notice. Carrier makes no guarantee of transit time for this service. Alaska Marine Lines will not be responsible for Customer's costs associated with changes to airline or other transportation arrangements or housing costs while waiting for the cargo to arrive.																
Cargo must be removed from Carrier's Terminal within five (5) days of it's arrival. In the event that the cargo is not removed within the authorized free time, daily storage charges shall be assessed on cargo remaining in the Carrier's Terminal beyond the allotted free time unless the delay in removal is caused or contributed to by Carrier. DETENTION: Containers, platforms and chassis will be allowed 5 days free time beginning the following day after the vessel arrives at the destination port. Please refer to AML Rules Tariff AKMR 100A (available at http://www.lynden.com/aml/tools/tariffs-and-forms.html) for applicable rates.																
					SFT: 205.45 / CFT: 2071.63			SUBTOTAL:				\$5,720.41		11,000		
						SFT: 205.45 / CFT: 2071.63			TOTAL ESTIMATE:				\$5,720.41		11,000	

Please make a Booking with Customer Service and reference quote number to ensure proper rating.

Rates herein are valid for 30 days from the date shown above.

Rates apply between Carrier's terminals only, and do not include pickup or delivery.

Rates and charges stated herein are estimates based on the shipment specifications provided, including, but not limited to, cargo description, dimensions, and weight, as well as requested origin and destination points, and shall not be construed as a tariff. Freight charges shall be assessed based on the actual weight, dimensions and services provided as verified when cargo is received.

Vehicles received for shipment must not have over one-quarter (1/4) tank combustible fuels. Vehicles received containing more than 1/4 tank of fuel will be assessed an Excess Fuel Drain charge as per Carrier's tariff STB AKMR 100, series, Rule 987.

Gross Vehicle Weight Rating (GVWR) for Autos/Vehicles may not exceed the maximum, legal gross weight as specified by the manufacturer; autos/vehicles will be inspected prior to Carrier accepting receipt of the auto/vehicle to verify the published legal gross vehicle weight. Owners of an auto/vehicle exceeding the legal gross vehicle weight may opt to either remove cargo from the auto/vehicle to lower its weight or proceed to warehouse receiving for the transfer of excess cargo weight to pallets; cargo transferred from the auto/vehicle to pallets will be billed as less than container load (LCL) cargo at the appropriate commodity rates as listed in this tariff. The gross vehicle weight can typically be found stamped on the inside of the driver door jam.

Diesel powered vehicles or machinery transported during the cold weather months will need to be winterized for shipment. Carrier has no liability for this cargo if the customer fails to properly winterize their vehicle or machinery.

If through no fault of the carrier, vehicle is inoperable, a charge of \$223.00 will be assessed.

Carrier's liability shall be limited as outlined in Alaska Marine Lines's STB AKMR RULES TARIFF 100 (available online at www.lynden.com); cargo valued at \$75,000 or greater will be assessed an additional charge of 2% of the total value as declared on the bill of lading.

CREDIT: Until you have been approved for credit with Alaska Marine Lines, you will be required to pay your freight charges in full before release of your cargo at the destination port.

For the hub ports of Dutch Harbor, Naknek, Dillingham, Bethel, Nome, and Kotzebue, Alaska Marine Lines' equipment must be made available at the dock by 30 calendar days (including weekends and holidays) following initial delivery or prior to our next barge arrival. Alaska Marine Lines equipment destined for Western Alaska villages must be made available at the traditional barge landing by 45 days (including weekends and holidays) following initial delivery. If the equipment is not available, the Bill-to Party will be responsible for demurrage charges of \$5.00 per day for 20' equipment and \$8.00 per day for 40' equipment which will accrue until the equipment is picked up by the Carrier on the next subsequent arrival.

Cargo is transported on open deck barge. Shipper is responsible to sufficiently pack or prepare goods to withstand the normal rigors of barge transportation. Please visit our website for packaging instructions, available at <http://www.lynden.com/aml/tools/tariffs-and-forms.html>.

All services are subject to the standard terms and conditions of our Surface Transportation Board tariff (available at <http://www.lynden.com/terms-conditions.html>) and the bill of lading published therein. Any bill of lading or other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Alaska Marine Lines, you are acknowledging acceptance of our terms and conditions.

Estimate is based on current rates. Actual freight charges shall be subject to increases and surcharges in effect at the time of shipment.

Consolidation charges are applied as a flat charge per 20' container (\$275.00) or 20' platform (\$400.00), which includes consolidation and physical transfer of the cargo from Shipper's vehicle, plus an additional per bill of lading charge of \$20 for non-hazardous cargo or \$60 for hazardous cargo; charges are not subject to fuel surcharge.

Carrier's liability under the Extended Liability program shall be subject to a maximum limitation of \$75,000 per Package (as that term is defined in section 2 of Carrier's bill of lading) or, for Goods not deemed a Package, \$75,000 for all Goods identified on any single bill of lading issued by Carrier. The charge for any excess valuation declaration shall be two percent (2%) of the value so declared and inserted in the bill of lading.

City of Bethel Action Memorandum

Action memorandum No.	19-61		
Date action introduced:	September 24, 2019	Introduced by:	Acting City Manager Bo Foley
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Authorize and approve City Administration to issue checks totaling \$30,831.07 to Year 2, Quarter 3 Community Action Grant awardees based on the Community Action Grant Technical Review Board's (CAGTRB) work on scoring applications and deciding how much to award each applicant.

Attachment(s): None.

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$30,831.07	Funds in FY 2020 Budget	10-72-760

Summary Statement

The City of Bethel established the Community Action Grant Program (CAG) to allow community and individuals to request financial support for programs or events that contribute to the health, welfare, and overall quality of life for residents of Bethel, especially its most vulnerable populations. Funding for the program comes from 20% of the Alcohol Tax collected by the City. The Community Action Grant Technical Review Board was created to develop a process to solicit grant applications, review them, and recommend funding selections to City Council.

The Committee accepted and scored five applications received during the open application period: August 1, 2019 to August 30, 2019. The Committee met on September 3, 2019 and September 11, 2019 to score the applications and make funding recommendations. The total funding recommendation amount is in the FY 2020 Budget and available for distribution. The Committee's recommendation is shown below.

Applicant Rank and Project Summary	Requested	Recommended Award
1. Bethel Lion's Club Winter House Avg. score: 162 Staffing costs to operate Bethel Winter House emergency shelter from December 1, 2019 to March 31, 2020.	\$25,000	\$25,000
2. Reflect Bethel – Alyssa Gustafson Avg. score: 154 Purchase and provide/apply reflective tape to adults, children, and families in Bethel at various community events.	\$573	\$600
3. Bethel Family Clinic Avg. score: 104 Materials for new alcohol and drug addiction recovery support groups.	\$25,000	\$2,431.07
4. Bethel Broadcasting, Inc. (KYUK Radio) Avg. score: 96 Staffing costs, art supplies, and other costs associated with producing "Yup'ik Word of the Week"	\$10,000	\$1,300
5. Bethel Friends of Canines Avg. score: 104 Staffing costs to operate the Bethel Pound.	\$15,000	\$1,500
Total		\$30,831.07

The Board reduced several requests due to the Community Action Grant funding exclusions, which includes travel, training, indirect costs, and registration fees.

City of Bethel Action Memorandum

Action memorandum No.	19-62		
Date action introduced:	September 24, 2019	Introduced by:	Bo Foley, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Approve the sole source purchase of stretchers, stretcher load equipment, and related parts and equipment from Stryker Corporation.

Attachment(s): (1) Sole Source Justification for Purchase of Stryker Stretchers and Power Load Equipment; (2) Letter from Zac Jordan with Stryker About Power-PRO Ambulance Cot Sole Source Information; (3) Letter from Zac Jordan with Stryker About Power-LOAD Cot Fastener Sole Source Information; (4) Letter from Zac Jordan with Stryker About Stryker Compatibility.

Amount of fiscal impact:		Account information:
X	No fiscal impact at this time.	
	Funds in City FY 2020 Budget.	

Summary Statement

The City of Bethel owns and operates three ambulances through the Bethel Fire Department and each one has Stryker stretchers (cots). Medic 4 is equipped with one manual Stryker brand stretcher. Medic 5 is being sent to Washington to be remounted on a new chassis. With Bethel City Council sole source approval, the City plans to purchase the power loader apparatus and power cot (stretcher) from Stryker and have it installed in Medic 5 by Braun Northwest, Inc. Medic 6 has an installed power loader and power cot from Stryker.

It is in the City's Best Interest to purchase ambulance cots, power cots, power loaders, and other related equipment manufactured by Stryker for use in safely transporting individuals with City ambulances. The City will benefit by having 100% of its manual and power cots made by Stryker and progressing toward the purchase and installation of Stryker power-loading equipment on all of its ambulances. The Yukon Kuskokwim Health Corporation uses Stryker cots and has Stryker load apparatus installed in its ambulances, which facilitates interoperability with City equipment.

The benefits of using Stryker ambulance cots and loaders include: high-quality products, rigorously tested for dependability, compatibility with YKHC Stryker ambulance stretchers, 18% price discount for sole source purchase versus 13% discount price for purchase from the Savvik Buying Group joint purchase agreement, allows for paid and volunteer EMTs to be trained on the same equipment, company provides trained service technicians in Spokane, Washington who will fly to Bethel to provide service, when needed.

Sole Source Purchase Justification

For the City of Bethel to Purchase Stryker Stretchers and Power Load Equipment from Stryker Corporation

Per BMC 4.20.250, I, John Sargent, Grant Manager and Purchasing Agent for the City of Bethel, hereby document that the City performed a good faith review of available resources and industry information, and consulted the Acting Fire Chief, as subject matter expert, to conclude that it is in the City's best interest to purchase ambulance stretchers, power load equipment, and related ambulance human transport equipment and supplies only from Stryker Corporation.



John Sargent, Purchasing Agent

9/17/19
Date

Background

The City of Bethel owns and operates three ambulances: Medic 4, Medic 5, and Medic 6. Medic 4 is equipped with one manual Stryker brand stretcher. Medic 5 is being sent to Washington to be remounted on a new chassis. With Bethel City Council sole source approval, the City plans to purchase the power loader apparatus and power cot (stretcher) from Stryker and have it installed in Medic 5 by Braun Northwest, Inc. Medic 6 is the City's newest ambulance and it has an installed power loader and power cot from Stryker.

The City currently owns two manual cots and one power cot, all made by Stryker for use in ambulances outfitted with Stryker load apparatus. Stryker power cots are made to be loaded into an ambulance outfitted with Stryker load apparatus. The Bethel Fire Department's goal is to purchase and install Stryker power cots for each of its three ambulances. Medic 6 is done. Medic 5 is in progress. Medic 4 will be completed in the next couple of years.

The use of power cots is rapidly becoming a best practice in the fire service field. Power cots reduce injuries to EMS personnel and thereby reduce medical insurance claims, workmen's compensation claims, and other costs associated with injured employees.

Unique Features

The Power-PRO Ambulance Cot and the Power-LOAD Cot Fastener are brand name products produced by the Stryker Corporation. Each of these projects meets specific independent test criteria and ease of use qualifications that are unique in the industry of ambulance stretchers (cots) and fasteners (installed apparatus in ambulance for loading cots). See the two letters attached from Zac Jordan, Marketing Manager with Stryker.

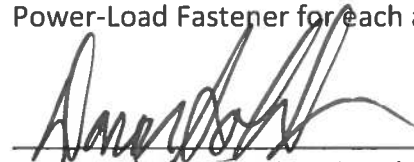
Subject Matter Expert Testimony – Daron Solesbee, Acting Fire Chief

Daron Solesbee has 15 year experience as a Firefighter/EMT. He was first hired with the Bethel Fire Department in 2004 and has worked at two other fire departments during his career. Daron is a State of Alaska certified EMT 3 and Firefighter 2 and a certified EMT 1 instructor. He has extensive experience working with ambulance stretchers.

As the Acting Fire Chief with the Bethel Fire Department, I, Daron Solesbee, hereby certify that in my opinion, the Stryker ambulance stretchers are the best in the industry because they are durable, reliable, easy to use, and able to stand up to Bethel's extreme environmental conditions. They also offer EMS responders the use of the same cot and same loader for each of the three ambulances in use at the Fire Department, increasing familiarity, comfort, and training requirements. Using the same cot and loaders for all three City ambulances provides consistency, continuity, and interchangeability. These factors reduce risk and increase patient and responder safety.

The Stryker ambulance cots are the most commonly used at fire departments across the U.S. The Stryker power cot and power loader system are designed to work together effectively and efficiently for quick and easy unloading of the cot, providing mobility on uneven surfaces, and making it easy to place and secure patient for ambulance loading and fastening before safe transport.

The power cot and power loader made by Stryker will decrease back and knee injuries commonly experienced with manual stretchers. It is in the best interest of the City of Bethel, Bethel Fire Department, and public at large for the City to purchase a Stryker Power-LOAD Cot Fastener and have it installed in Medic 5 and all other ambulances, as soon as possible. It is in the City's best interest to purchase the Stryker Power-PRO Ambulance Cot to function with the Power-Load Fastener for each and every ambulance it owns.



Daron Solesbee, Acting Fire Chief

09/17/2019
Date

City of Bethel's Best Interest

It is in the City's Best Interest to purchase ambulance cots, power cots, power loaders, and other related equipment manufactured by Stryker for use in safely transporting individuals with City ambulances. The City will benefit by having 100% of its manual and power cots made by Stryker and progressing toward the purchase and installation of Stryker power-loading equipment on all of its ambulances.

The benefits of using Stryker ambulance cots and loaders include: high-quality products, rigorously tested for dependability, compatibility with YKHC Stryker ambulance stretchers, 18% price discount for sole source purchase versus 13% discount price for purchase from the Savvik Buying Group joint purchase agreement, allows for paid and volunteer EMTs to be trained on

the same equipment, company provides trained service technicians in Spokane, Washington who will fly to Bethel to provide service, when needed.

Zac Jordan – Marketing Manager
Stryker Medical
3800 E. Centre Ave. Portage, MI 49002



Date: January, 2019

Re: Power-PRO Ambulance Cot Sole Source Information

To Whom It May Concern,

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-PRO XT ambulance cot (Model 6506). This correspondence is to inform you of the characteristics of the Power-PRO ambulance cot. These characteristics can be broken down into two primary categories: Independent Qualification and Ease of Use and Maintenance

Independent Qualification

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-PRO XT cot conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-LOAD cot fastener and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.

Ease of Use and Maintenance

- The cot has a weight capacity of 700 lbs.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. Thus, the cot will not abruptly jar the operator or patient.
- The battery is placed at the foot-end of the stretcher.
- The cot legs power-retract in 2.4 seconds which speeds load time.
- The cot provides a load height of 36" and is operator adjustable to match the deck height of individual ambulances.
- The foot-end of the cot provides lifting bars and operator controls at two different heights, thus providing optimum ergonomics to most operator heights.
- The foot-end of the cot contains a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator the time to change the battery before full depletion of power.
- The model 6506 has 6" x 2" sealed casters and bearings.
- The cot features a foot-end mounted hourly usage meter. This tool can be used to determine the timing of preventative maintenance checks.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), thus eliminating aluminum oxidation throughout the cot.
- All caster bearings are sealed.
- The cot is power-washable.

Please contact your Sales Representative for further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Zac Jordan".

Zac Jordan
Marketing Manager

Zac Jordan – Marketing Manager
Stryker Medical
3800 E. Centre Ave. Portage, MI 49002



Date: January, 2019

Re: Power-LOAD Cot Fastener Sole Source Information

To Whom It May Concern,

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-LOAD cot fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: Independent Qualification and Ease of Use.

The Stryker EMS Power-LOAD (Model 6390) cot fastening system is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. The Stryker Power-LOAD is the only powered cot fastening system that meets the following:

Independent Qualification

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD cot fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- SAE J3027 compliant when used with a Stryker Power-PRO cot and X-Restraints

Ease of Use

- Device must provide a linear guide when loading and unloading the cot.
- Device must allow for remote actuation from Power-PRO foot end controls.
- Device must engage to the cot during loading and unloading, providing a means of lifting and lowering.
- Device must have a safe working load of 870 lbs. and be capable of lifting patients weighing up to 700 lbs.
- Device must be mounted inside the patient compartment to prevent environmental exposure and corrosion.
- Device must be power washable.
- Device must be capable of inductively charging the Stryker SMRT cot battery.

Please forward any further questions to your Stryker sales representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Zac Jordan".

Zac Jordan
Marketing Manager

Zac Jordan

Marketing Manager

Zac.Jordan@stryker.com

Medical – Emergency Care

3800 E. Centre Portage, MI 49002 USA

Date: June 20, 2019

RE: Stryker Compatibility

To whom it may concern:

In accordance with SAE test procedures, Stryker dynamically crash tests our SAE-compliant equipment as a system (floor plate, fastener, cot, and restraint package). We only certify systems comprised of all Stryker products. Stryker has not tested our products with any competitive equipment. Therefore, we make no claims around compatibility or SAE compliance.

It is our opinion that the safest systems include products all from the same manufacture. Because we manufacture and test our entire system, we then know of any changes made to any part of the system, and we can retest as required. For example, Stryker made over 50 changes to the Powered System from 2015-2018. About 15 of those changes required us to re-crash-test our system to ensure compliance with SAE J3027 and Stryker's quality measures.

With a mixed cot and fastener system, the various manufacturers may not know when changes have been made to other components of the system, and appropriate retesting may not occur. Therefore, to ensure the safety of the system, we recommend purchasing equipment from the same manufacturer.

If you have any questions, please do not hesitate to contact your local Stryker Account Manager.

Thank you for your service,



Zac Jordan

September 10, 2019

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



Mayor, Vice-Mayor, and Members of Bethel City Council:

In the matter of the Alaska Grown Cannabis Marijuana license application to operate at the following proposed location: 1510 State Hwy, Bethel AK, 99559.

Bethel Municipal Code (BMC) 5.10.020(d) requires the City Manager to provide a written report to City Council, with a copy to the applicant, listing any objections to the AMCO Board's issuance of the application.

Per BMC 5.10.020 (c): the City Planner, City Finance Director, City Fire Chief and Police Chief have forwarded written statements to the City Manager outlining their findings. The following is a summary of their statements:

- **Finance Director** – Alaska Grown Cannabis has no Bethel Business License and no utility service account.
- **Planning Director** – A Conditional Use Permit (CUP) has not been issued.
- **Police Chief** – There have been seventy six (76) calls for service as well as three (3) convictions or arrests for unlawful activities at the location.
- **Fire Chief** – The Acting Fire Chief cited a single (1) EMS call to the specific location, but up to twelve (12) EMS calls in the nearby trailer court.

City Manager Conclusion: Alaska Grown Cannabis has no City of Bethel business license and no approved Conditional Use Permit (CUP). The comments submitted by the acting Fire Chief detail a moderate amount of EMS traffic in the neighboring trailer court. The statistics submitted by the acting Police Chief disclose a high amount of service calls at the location. I cannot recommend issuance of this license at the proposed location at this time.


Bo Foley
Acting City Manager



August 26, 2019

City of Bethel

Attn: City Clerk

Via Email: lstickler@cityofbethel.net ; cityclerk@cityofbethel.net

License Number:	20440
License Type:	Retail Marijuana Store
Licensee:	Alaskan Grown Products LLC
Doing Business As:	ALASKAN GROWN CANNABIS
Physical Address:	1510 Chief Eddie Hoffman Hwy Connex Bethel, AK 99559
Designated Licensee:	Kalla Peacock
Phone Number:	907-312-8521
Email Address:	alaskangrownproducts@gmail.com

☒ **New Application** ☐ **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our September 11-13, 2019 meeting.

Sincerely,

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov

Alcohol & Marijuana Control Office

Initiating License Application

1/11/2019 9:31:22 AM

License Number: 20440**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** ALASKAN GROWN CANNABIS**Business License Number:** 1109613**Designated Licensee:** Kalla Peacock**Email Address:** kpeacock1@hotmail.com**Local Government:** Bethel**Community Council:****Latitude, Longitude:** 60.785089, -161.799201**Physical Address:** 1510 Chief Eddie Hoffman Hwy
Bethel, AK 99559
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10079221**Alaska Entity Name:** Alaskan Grown Products LLC**Phone Number:** 907-312-8521**Email Address:** kpeacock1@hotmail.com**Mailing Address:** HC89 Box 255
Willow, AK 99688
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Kalla Peacock**Phone Number:** 907-312-8521**Email Address:** kpeacock1@hotmail.com**Mailing Address:** HC89 Box 255
Willow, AK 99688
UNITED STATES**Note:** No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review Title 17.38 of Alaska Statutes and Chapter 306 of the Alaska Administrative Code. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskan Grown Products, LLC	MJ License #:	20440		
License Type:	Retail Marijuana Store				
Doing Business As:	Alaskan Grown Cannabis				
Premises Address:	1510 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	Alaska	ZIP:	99559

Mailing Address:	HC89 Box 255				
City:	Willow	State:	Alaska	ZIP:	99688

Designated Licensee:	Kalla Peacock				
Main Phone:	907-312-8521	Cell Phone:			
Email:	alaskangrownproducts@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Alaskan Grown Cannabis will refuse entrance to any person who does not produce a form of valid photo identification showing that person is twenty-one (21) years of age or older. A valid form of identification includes: (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; and (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. At no time will a person under the age of twenty-one (21) be permitted to remain on the premises. If at any time an employee suspects that a person is a minor, the employee will refuse access and have the individual escorted off the premises. A designated employee will request from all customers for government-issued, photo identification and will thoroughly examine the ID before allowing entrance into the retail store. Signage will be posted at the main entry door stating, "No one under 21 years of age allowed". The sign will be twelve (12) inches long and twelve (12) inches wide, and the letters will be one half inch in height in high contrast to the background of the sign. Alaskan Grown Cannabis will also have signage at each restricted access point that reads "Restricted Access Area" and "Visitors Must be Escorted".

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

The retail store will be equipped with 24 hour monitoring alarm system, exterior lighting, and video surveillance. To maintain the security of the facility and all marijuana products, restricted access areas of the store will be monitored and restricted at all times. Access will only be granted to employees and Kalla, with the limited exception of scheduled pre-approved visitors (not to include AMCO enforcement, law enforcement and other duly authorized agents). Each entry point to a restricted access area will have signs prominently posted stating "Restricted Access area. Visitors must be escorted". Distinct and apparent cameras will be placed throughout and around the store to discourage the public from attempting access. At least one employee will be behind the point of sale counter at all times to help deter unauthorized access. All members of the public who are allowed access to the restricted access areas of the facility must check in at the front entrance door and obtain a visitor badge, and are to be worn and clearly displayed at all times while on the premises.

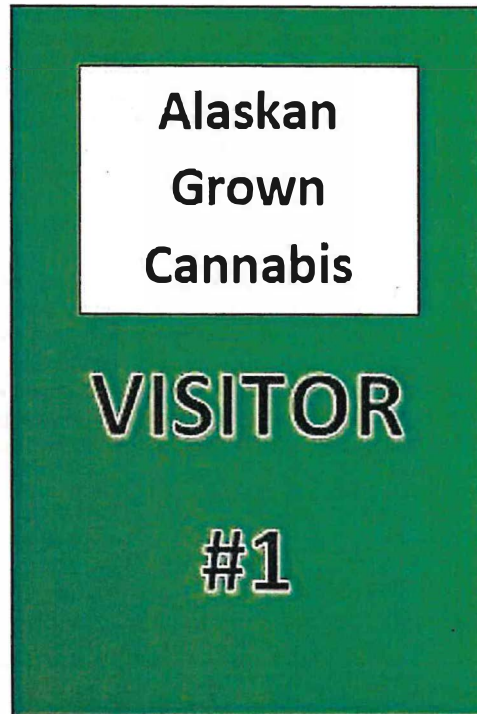
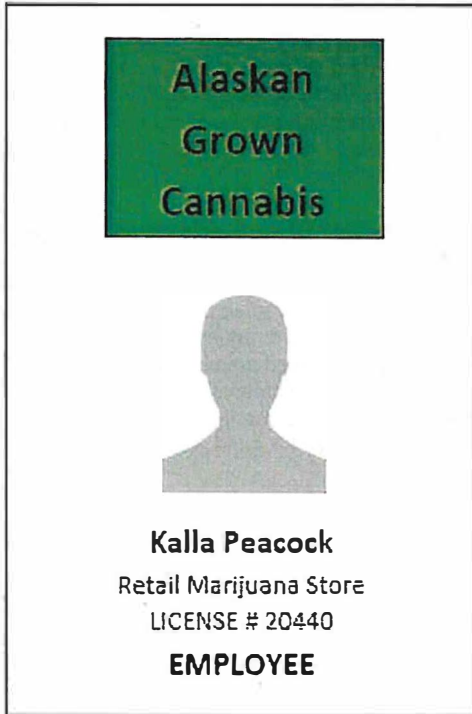
3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

In order to be escorted into restricted access areas, a visitor must be pre-scheduled by either Kalla, or a manager, with the exception of AMCO, Enforcement and duly authorized law enforcement agents. Each visitor will sign into the visitor's log indicating their name, the date, time in and out of the restricted access area, and purpose of the visit. All visitors will be required to sign in, and to provide valid, government issued, photo identification. Each visitor (with the exception of law enforcement, AMCO Enforcement or other duly authorized agents) will be issued a visitor badge and will be instructed to clearly display it on their person at all times while on the licensed premises and return the badge upon exit. At this time, the employee or Kalla will brief the visitor on the company's policy's regarding hygiene, safety, regulatory compliance and any other pertinent information the visitor should be aware of while inside the restricted access areas of the retail store. A designated employee or Kalla will escort and actively supervise the visitor(s) during the entire visit. At no time will there be more than 5 visitors per supervising employee or licensee on the premises. Once the visit has concluded, all visitors will be required to exit the premises and return their visitor badges. The visitors log will be kept and stored on-site as an official business record. The visitors will be escorted by an employee at all times while in the restricted access area. The escorting employee will record all information related to the visitor's presence, including any reportable activity or behavior during the visit. This visitor log will be made available to AMCO upon request. The records will be stored in the secured storage room. After 7 years the hard copy may be destroyed.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

The exterior lighting fixtures of the retail facility will be designed and installed to deter nuisance activity and enhance surveillance, while minimizing any sort of neighborhood nuisance. Additional lighting will be used to increase picture quality and brightness for security related documentation. The camera system and lighting will be constantly calibrated to maximize the quality of any recorded images, and to also discourage theft and/or trespassing. The lighting fixtures will be installed to insure there are no dark spots around the perimeter, or any of the entrances to the facility. All outdoor lighting will be weather proof and vandal proof.



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

Alaskan Grown Cannabis will contract with a third party security company to install the alarm system, maintain the equipment, periodically test the devices and continuously monitor the facility at an off-site security monitoring center. The alarm system will be set up to monitor for intrusions with motion detectors in all areas of the building, active during closed hours, as well as a door sensor on the exterior door and glass break sensors on each exterior window. If triggered, an automatic, electronic alert will be sent to the security monitoring center as well as to Kalla's cell phone and/or the general manager. This will also trigger an audible alarm to help deter potential intruders. Live security footage will also be accessible to Kalla and/or the general manager via their cellular phones so they may keep an eye on the facility even when they are away. The alarm system will be active at all times that the store is closed. The last employee or Kalla to leave the store each night will activate the alarm system and the first employee or Kalla to arrive in the morning will deactivate the system.

In the event that the alarm system sends an electronic alert to local law enforcement to notify them of an unauthorized breach, the management team will evacuate the building (if it's safe to do and necessary) to a pre-determined safe location. A designated employee will take a head count of employees and any visitors that may have been on the premises to ensure everyone is accounted for. Management will await instruction from law enforcement and comply with all directives. Once it is safe to do so, employees will return to the facility and inspect for property damage, theft, take inventory and submit all necessary and requested documentation to law enforcement officials and to AMCO enforcement. Additionally, any event that occurs on the licensed premises that involves local law enforcement will be promptly reported to AMCO Enforcement via email. In the case of the establishments knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises; or any unauthorized access to the licensed premises, Kalla will notify AMCO and AMCO Enforcement within 24 hours.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Alaskan Grown Cannabis will implement a security and anti-diversion plan that will encompass training, surveillance and mandated operating procedures. First, all employees will be taught about methods of diversion, and how to detect them. They will be trained in the company's standard operating procedures for handling marijuana products including the label tags placed on every package of marijuana, and how to insure they are in the database inventory. All adjustments to inventory will require a manager's code, which is recorded in a file that tell who logged on, what adjustments were made, and will also time stamp it. Beyond the electronic record keeping, Cont'd..

3.7. Describe your policies and procedures for preventing loitering:

Signage stating "No Loitering" and that the premises is under video and audio surveillance will be prominently posted around the facility. Designated Alaskan Grown Products personnel will be trained to perform routine, but unscheduled patrols of the premises to check for individuals with no official business on the property. Individuals found to be loitering on the premises will be met with a verbal request to exit the premises per the no loitering policy and if they do not comply law enforcement will be contacted for back up.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.



Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

The retail facility premises will be protected by a surveillance recording system that will have cameras positioned to view the entire perimeter of the area of the licensed retail premises. The security cameras will be monitored 24 hours a day, 7 days a week. A variety of specialty cameras, such as infrared, motion-sensor, and night vision cameras will be used. All cameras will have full tilt/pan/zoom capabilities and will have secure data storage. The premise will have surveillance over all portions of the facility, placed strategically to record all areas of the facility inside and outside, at a variety of angles. All doors and marijuana storage areas will have video coverage to clearly identify the faces of those present. The cameras will offer high resolution and weather resistant features that ensure a clear picture with every use. With these megapixel cameras, the facility will have clear, crisp images that let Kalla see the important details needed for identification. This includes face and license plate recognition, and facial image of anyone within twenty (20) feet of all access point while still capturing a full field of view for exterior monitoring.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

All surveillance recording equipment and footage will be stored in the secured office with backups on site. The office will be accessible only by Kalla and the company's general manager, and any authorized AMCO agents or law enforcement. The office will have an advanced, reinforced security door, locked at all times. The door will be equipped with an employee key code lock and a spring-loaded hinge. Kalla and the general manager will have remote access to surveillance recordings to monitor operations virtually. The security system will be password protected to prevent any data tampering, and recorded data will be stored for a minimum of forty (40) days as an official business record. All surveillance footage will be accessible for upload to a separate hard drive in the event that it must be stored longer for criminal, civil, or administrative investigations. All recordings will be time and date stamped, and archived in a format that prevents alteration of the recorded image. Recordings and surveillance data will be available to the AMCO, AMCO Enforcement and local law enforcement upon request.



Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All facility records will all reside in the locked and secured storage room. Only authorized employees will be issued a key access code for access to the locked storage room, and there will be a secure database maintained with information including employee name and contact information, along with the time and date of each usage which could be matched to a surveillance tape to secure additional information.



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75:080 (Weights and Measures Act), as required by 3 AAC 306.745.

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

Qualified candidates will be hired on a probationary period during which time they will receive training and evaluation specific to their position. Training will include marijuana industry topics; customer care, food handling, safety precautions and procedures; legal issues; and state, local, and federal regulations. Training will take place throughout the year, as well as when topics arise that need further explanation. Kalla and/or the general manager will personally present or arrange training and education to employees. Within the probationary period, all new employees will be required to meet with the general manager to learn the company's business approach and to adopt the standard of service. Educational packets will be provided to each retail employee to be read and reviewed. The educational packets will discuss relevant cannabinoids in the marijuana plant, strain ratios, marijuana benefits and risks, and general Alaska marijuana law. Cont'd..



Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. ☐
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. ☐
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. ☐
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). ☐

Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

In the event that Alaskan Grown Cannabis transports any marijuana or marijuana product from the retail store, a trip manifest will be printed from Metrc to accompany the shipment. A copy of the trip manifest will also be maintained on the licensed premises as a business record. Any marijuana or marijuana product to be transported will be placed within a sealed package or container up to 5 pounds and then into a secure storage compartment within the transport vehicle or in the bed of a truck. Any individuals involved in the transport will have a valid, marijuana handler permit and be trained to travel directly to the destination without any unnecessary stops and without opening packages of marijuana or marijuana product. Continued..



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Alaskan Grown Cannabis will have three signs with the business name on it visible to the general public which will not exceed 4800 square inches. The sign will be attached to the building in compliance 3 AAC 306.360(a).

K-





Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

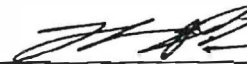
Alaskan Grown Cannabis' retail advertising and marketing is still in development; however, the company plans to utilize the following medium types when distributing advertisements:

- Newspaper ads
- radio ads
- social media to feature specific strains
- magazine ads

Advertisements will include the following logo, the retail store hours and location, company website and will include each warning statement verbatim as they are listed in the regulations.

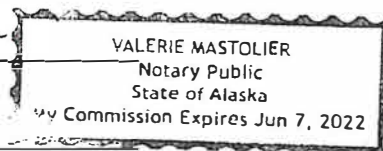


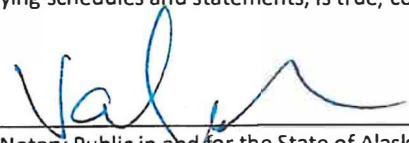
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Kalla Peacock

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 4/7/22

Subscribed and sworn to before me this 4 day of May, 2019.



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

3.6 Continued: visual verification will be done by managers on each shift, and all parts of the facility will be monitored by surveillance cameras. Employee's will be taught how diversion could take place including: employee theft, customer theft at the place of delivery, outside theft (robbery), or a combination of all of the above. Employees will be taught not just detection, but the appropriate responses to insure the safety of our fellow employees, customers, the public, and the facility itself.

6.4 Continued: Packets will also include safety procedures that specifically address the facility's security measures and controls for the prevention of diversion, theft, and loss of marijuana such as emergency response procedures and state and federal statutes regarding confidentiality. As proper safety and security procedures are of the utmost importance to Kalla, the most up-to-date reading materials will be available to employees at all times. Management will conduct quarterly staff meetings with the purpose of updating all employees on new state and local regulations, assuring that each employee is performing within company procedure, assessing any procedural changes that are needed, and addressing any comments or concerns from the staff. Prior to beginning work, employees will be expected to understand: (1) Alaska laws, regulations, and codes governing the marijuana industry and marijuana establishments; (2) all of the permitting requirements to act as a marijuana handler (including obtaining a Marijuana Handler Permit from AMCO Enforcement after completing a state approved course prior to commencing employment) and to work in a marijuana establishment; (3) Alaskan Grown Cannabis standards, operational protocol, and best practices with regard to retail and sale of marijuana; (4) general safety procedures and security protocol; (5) how to think defensively if threatening situations occur, and how to recognize the signs of impairment, drug abuse, and instability; (6) in-depth information about our particular strains and marijuana related products; (7) in-depth information on the requirements of each room, task, and system; (8) the general federal, state, and local employment regulations by which Alaskan Grown Cannabis is governed; and (9) retail-specific education.

8.1 Continued: Labels will be affixed to the packaging including all information originally provided by the cultivation or manufacturing facility such as; (1) testing facility and license number (2) testing date and results (3) name and license number of cultivation facility (4) name and license number of manufacturing facility if applicable (for concentrates and products) (5) harvest batch number or production lot number (6) date of packaging (7) net marijuana weight (8) expiration date if applicable.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). All areas designated as the licensed premises of a single license must be contiguous.

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be operational at the time of your preliminary inspection and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining all areas for which the licensee has legal right of possession (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a site plan or as-built of the entire lot, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an aerial photo of the entire lot and surrounding lots, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the entire building in which the licensed premises is located, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskan Grown Products, LLC	MJ License #:	20440		
License Type:	Retail Marijuana Facility				
Doing Business As:	Alaskan Grown Cannabis				
Premises Address:	1510 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	Alaska	ZIP:	99559



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license types

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

The following additional details must be included in Diagram 5:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference

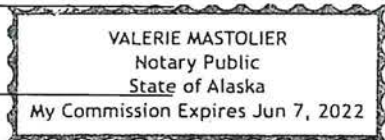
I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

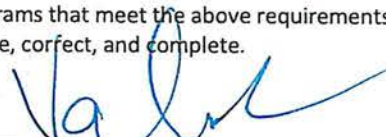


Signature of licensee

Kalla Peacock

Printed name of licensee



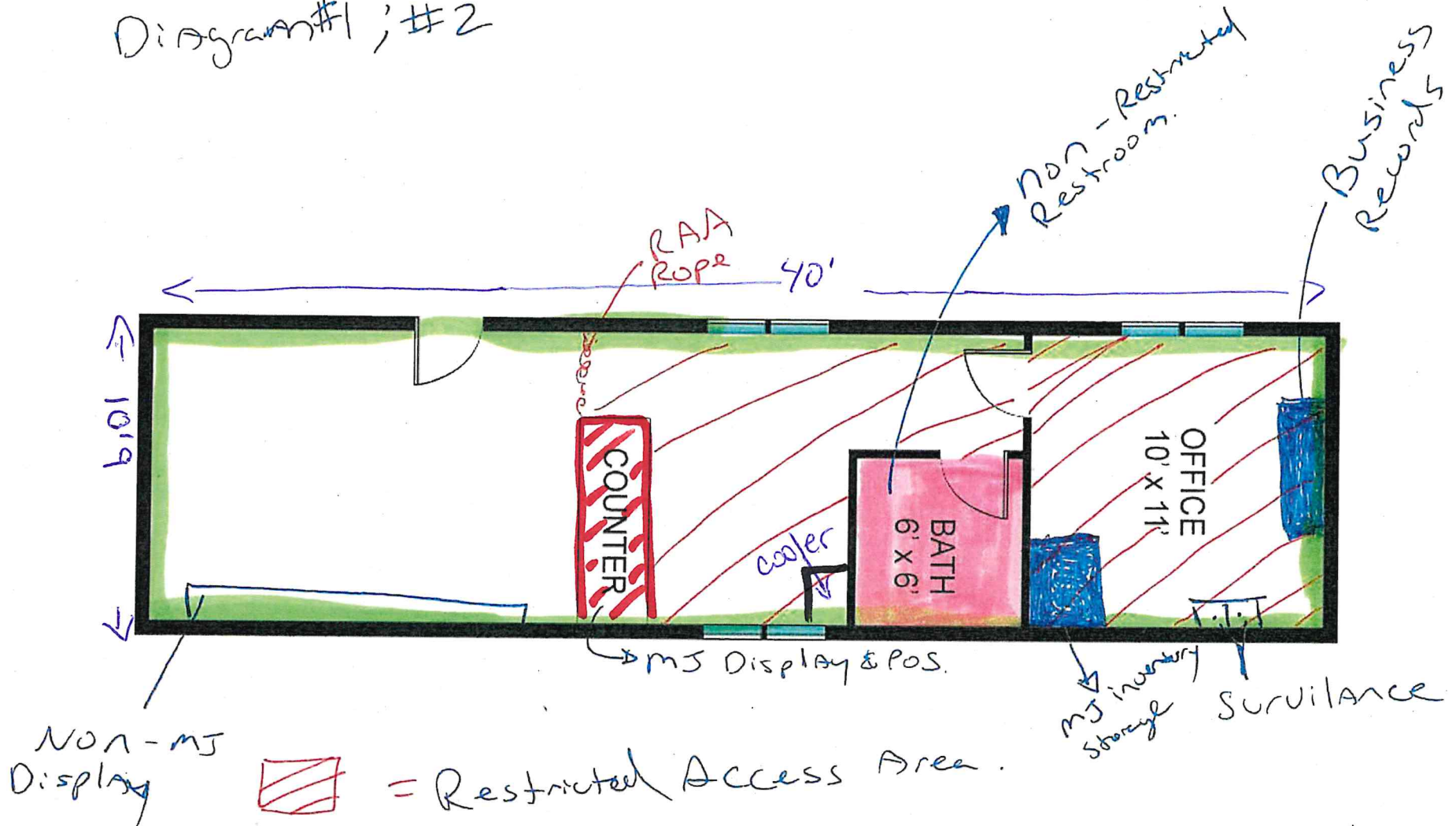


Notary Public in and for the State of Alaska

My commission expires: 4/7/22

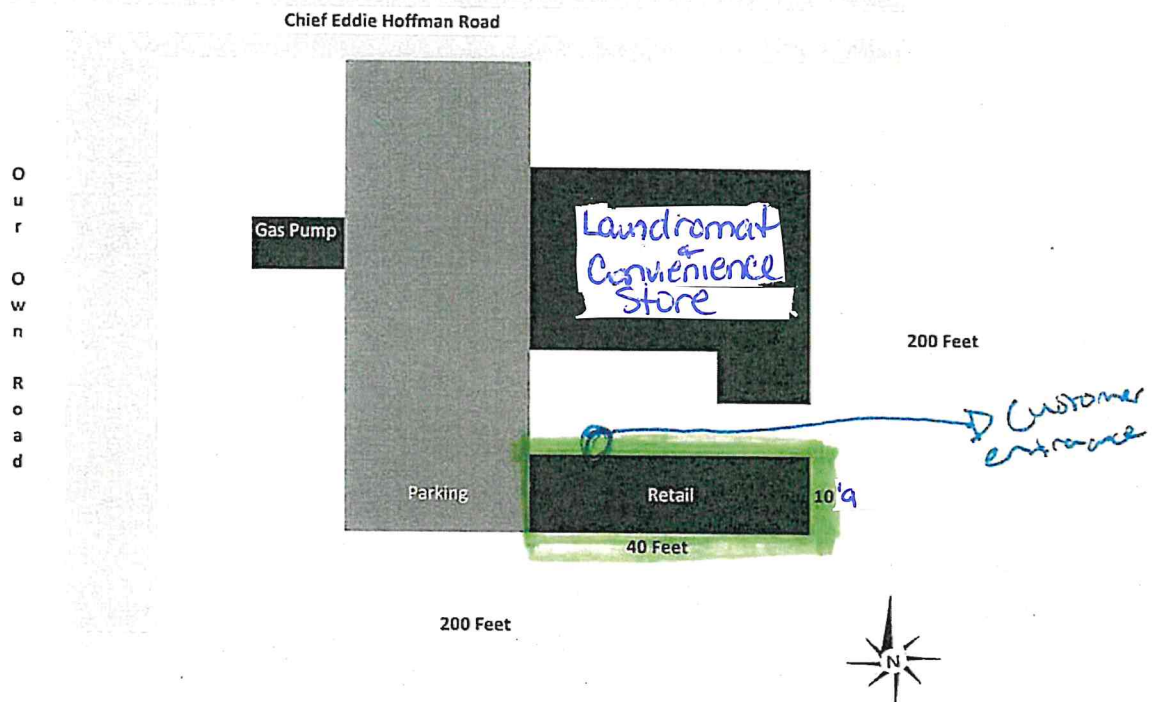
Subscribed and sworn to before me this 14 day of May, 2019.

Diagram #1; #2



License #20440 OBA Alaskan Grown Cannabis





 = proposed licensed premises

License #20440 DBA Alaskan Grown Cannabis Diagram 3; 4; 5

Received by AMCO 8.23.19



THE STATE
of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community,
and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

August 14, 2019

City of Bethel

Attn: City Clerk

Via Email: lstickler@cityofbethel.net ; pburley@cityofbethel.net

License Number:	21227
License Type:	Retail Marijuana Store
Licensee:	Essenkay, LLC
Doing Business As:	Kusko Kush
Physical Address:	781 3rd Avenue Bethel, AK 99559
Designated Licensee:	Jared Karr
Phone Number:	907-545-4977
Email Address:	kuskokush@gmail.com

☒ **New Application** ☐ **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our September 11-13, 2019 meeting.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Essenkay, LLC	License Number:	21227		
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	State:	Alaska	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jared Karr
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

September 10, 2019

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



Mayor, Vice-Mayor, and Members of Bethel City Council:

In the matter of the Kusko Kush Marijuana license application to operate at the following proposed location: 781 3rd Ave, Bethel AK, 99559.

Bethel Municipal Code (BMC) 5.10.020(d) requires the City Manager to provide a written report to City Council, with a copy to the applicant, listing any objections to the AMCO Board's issuance of the application.

Per BMC 5.10.020 (c): the City Planner, City Finance Director, City Fire Chief and Police Chief have forwarded written statements to the City Manager outlining their findings. The following is a summary of their statements:

- **Finance Director** – Kusko Kush has a Bethel Business License issued on 4/23/19.
- **Planning Director** – A Conditional Use Permit (CUP) cannot currently be issued due to a lack of site control on the property.
- **Police Chief** – There have been no calls for service or arrests at this location as it is a newly constructed building.
- **Fire Chief** – The Acting Fire Chief cited that the building is brand new so there are no EMS calls or fire incidents at the location. He did add that there were eighteen (18) EMS calls and one (1) fire incident during 2018 at the surrounding areas (Longhouse Hotel, Sammy's Market, Red Basket, and Jacob's Way).

City Manager Conclusion: Kusko Kush has obtained a proper City of Bethel business license and there have been no calls for fire or police service at the property due to it being a recently constructed building. Despite this, the owners lack site control on the property and currently cannot obtain a conditional-use permit to operate their intended business. I cannot recommend issuance of this license at the proposed location at this time.



Bo Foley
Acting City Manager



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.



I certify that I am not currently on felony probation or felony parole.



I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.



I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.



I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



I certify that my proposed premises is not located in a liquor licensed premises.



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

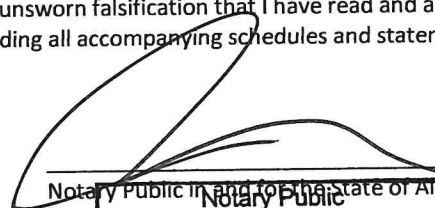
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

Jared Karr

Printed name of licensee



Notary Public in and for the State of Alaska
JIM J. VALCARCE
State of Alaska
My Commission Expires Jan. 24, 2022

Subscribed and sworn to before me this 25 day of June, 2019



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Essenkay, LLC	License Number:	21227		
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	State:	Alaska	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Naim Sabani
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐ ☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

--



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

N.S.

I certify that I am not currently on felony probation or felony parole.

N.S.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

N.S.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

N.S.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

N.S.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

N.S.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

N.S.

I certify that my proposed premises is not located in a liquor licensed premises.

N.S.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

N.S.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

N.S.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

N.S.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Naim Sabani

Printed name of licensee

Notary Public in and for the State of Alaska
Notary Public
JIM J. VALCARCE
State of Alaska
My commission expires Jan. 24, 2022

Subscribed and sworn to before me this 25 day of June, 2019.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Essenkay, LLC	MJ License #:	21227		
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	State:	Alaska	ZIP:	99559

Mailing Address:	PO Box 2343				
City:	Bethel	State:	Alaska	ZIP:	99559

Designated Licensee:	Jared Karr				
Main Phone:	907-545-4977	Cell Phone:			
Email:	kuskokush@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Kusko Kush will prominently display a sign at/on the entry to the retail store that states "No one under the age of 21 is allowed". the sign will not be less than 12 inches wide, with letters at least one-half inch in height in high contrast to the background of the sign. When a customer enters the Kusko Kush retail facility, they immediately enter the ID Check Area where they are greeted by one of our trained staff whom will ask for each person's photo ID. Once the staff have concluded that each person is 21 or older and has a valid photo ID, they may enter the sales floor. Once the customer is inside the retail store, the budtender will assist the customer and complete a sales transaction under the legal sale limits. After the customer's transaction is completed, and its purchase bagged/package in opaque and child resistant exit bag, the customer will be shown to the store's customer exit. Additionally, in compliance with 3AAC 306.325(c), any area where Kusko Kush stocks for sale, or dispenses for sale, marijuana or marijuana products, no customers are allowed into that area - as that area is designated as a restricted access area. Only pre-scheduled and preapproved visitors (with the exception of AMCO Enforcement and law officers, who are not considered visitors) may enter this area after complying with the visitor policy.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

Kusko Kush will be equipped with a 24 hour monitoring alarm system, exterior motion detecting lighting, and video surveillance. The restricted access area doors will be locked at all times with a spring loaded hinge to ensure it closes behind persons as they enter or leave the secured area. Access will only be granted to employees and Jared, and signage will be displayed on the door/entrance to each restricted access area indicating that members of the public are not allowed un-escorted access. At least one employee will be present behind the counter at all times, ensuring customers do not enter the restricted access area behind the counter. The facility will be equipped with an alarm system and video surveillance. Security cameras will be installed throughout the retail store that allow for monitoring of all areas 24 hours each day including, at a minimum: all entrances and exits, all restricted access areas, every portion of the office, and the exterior of the building to monitor and identify all activity adjacent to the facility.

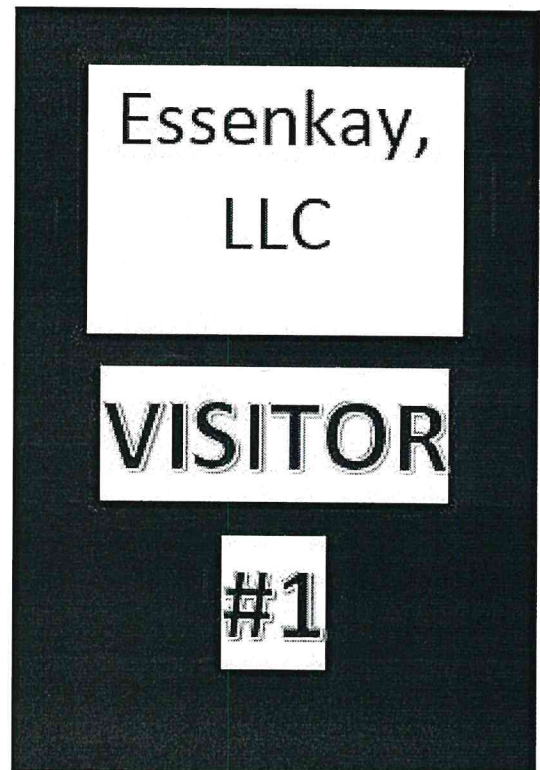
3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

No person, except a Kusko Kush employee or the licensee, (with the exception of AMCO enforcement, law enforcement, and other duly authorized agents) shall be allowed in the restricted access area unless they are a pre-authorized visitor by a designated employee/manager and escorted at all times. All persons who are not employees of the company, but who have been authorized by management to enter the restricted access areas of the facility shall provide a government issued identification to the escorting employee prior to entering the restricted access area in order to obtain a visitor identification badge. An employee will escort and monitor the visitor at all times while the visitor is in the restricted access area. The visitor identification badge shall be visible at all times. Kusko Kush will require the visitor to return the identification badge upon exiting the facility. Kusko Kush will maintain a visitor log, which shall include the name of the visitor, date, time and purpose of the visit. The visitor log will be made available to AMCO upon request. If an unforeseen circumstance requires the presence of a visitor and makes it impractical for designated employee/management to obtain prior authorization, the facility shall record in the visitor log the name of the visitor, date, time, purpose of the visit and the facts upon which the access was granted. Visitor records will be stored on the company's computer server, a hard original copy will be stored in the secured locked cabinet located in the office. Hard copies will be maintained for at least 7 years. Kusko Kush does not intend to destroy any electronic copies. There will never be more than 5 Visitors per employee/licensee at any given time.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

The exterior of the building will be well lit. Exterior lighting will be specifically designed and positioned to help visually secure the premises and allow the surveillance system to depict individuals up to twenty (20) feet from all entry points. Lights will be mounted in inaccessible places and have sturdy housings and lenses to help make them vandal proof. Kusko Kush will use extremely bright lights to deter crime and ensure maximum visibility. All lights will be commercial grade LED lights and will be checked by management to ensure that each light in the system is operational and well-placed for visibility in security footage and to deter loitering or otherwise unauthorized presence on the premises.



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

Kusko Kush will install an alarm system, maintain the equipment, periodically test the devices and continuously monitor the facility with an on-site security monitor and DVR system. The alarm system will be set up to monitor for intrusions and will be active during closed hours. The last employee to leave the retail store at night will be entrusted to activate the alarm system and the first employee to arrive in the morning will deactivate the alarm. In the event of an unauthorized breach the alarm will send a notification to the licensees and management, the management team will evacuate the building (if it's safe to do so and necessary) to a pre-determined safe location. A designated employee will take a head count of employees and any visitors that may have been on the premises to ensure everyone is accounted for. Management will await instruction from law enforcement and comply with all directives. Once it is safe to do so, employees will return to the facility and inspect for property damage, theft, take inventory and submit all necessary and requested documentation to law enforcement officials and to AMCO enforcement. Additionally, any event that occurs on the licensed premises that involves local law enforcement will be promptly reported to AMCO Enforcement via email. In the case of the establishments knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises; or any unauthorized access to the licensed premises, the licensee's will notify AMCO and AMCO Enforcement within 24 hours.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Kusko Kush will implement a security and anti-diversion plan that will encompass training, surveillance and mandated operating procedures. First, all employees will be taught about methods of diversion, and how to detect them. They will be trained in the company's standard operating procedures for handling marijuana products including the label tags placed on every package of marijuana, and how to insure they are in the database inventory. All adjustments to inventory will require a manager's code, which is recorded in a file that tell who logged on, what adjustments were made, and will also time stamp it. Beyond the electronic record keeping, visual verification will be done by managers on each shift, and all parts of the facility will be monitored by surveillance cameras. Employee's will be taught how diversion could take place including: employee theft, customer theft at the place of delivery, outside theft (robbery), or a combination of all of the above. Employees will be taught not just detection, but the appropriate responses to insure the safety of our fellow employees, customers, the public, and the facility itself.

3.7. Describe your policies and procedures for preventing loitering:

Kusko Kush will post "No Loitering" and 24 hour video surveillance signs on the exterior of the retail store. A designated employee will frequently check the perimeter of the retail store to ensure that there are no persons loitering near the facility. If there is anyone who is attempting to loiter, the employee will contact management, management will then ask said person to leave the premises. If they will not leave voluntarily, management will then contact local law enforcement. In any event that local law enforcement is contacted, Kusko Kush will notify AMCO enforcement via email within 24 hours.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.





Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

The retail facility premises will be protected by a surveillance recording system that will have cameras positioned to view the entire perimeter of the area of the licensed retail premises. The security cameras will be monitored 24 hours a day, 7 days a week. A variety of specialty cameras, such as infrared, motion-sensor, and night vision cameras will be used. All cameras will have secure data storage. The premise will have surveillance over all portions of the facility, placed strategically to record all areas of the facility inside and outside, at a variety of angles. All doors and marijuana storage areas will have video coverage to clearly identify the faces of those present. The cameras will offer high resolution and weather resistant features that ensure a clear picture with every use. With these megapixel cameras, the facility will have clear, crisp images that let a Kusko Kush manager see the important details needed for identification. This includes face and license plate recognition, and facial image of anyone within twenty (20) feet of all access point while still capturing a full field of view for exterior monitoring.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

All facility records will all reside in the locked and secured storage room located in the restricted access private office within the retail establishment. Only authorized employees will be issued a key access code for access to the locked storage room, and there will be a secure database maintained with information including employee name and contact information, along with the time and date of each usage which could be matched to a surveillance tape to secure additional information. The security system will be password protected to prevent any data tampering, and recorded data will be stored for a minimum of forty (40) days as an official business record. All surveillance footage will be accessible for upload to a separate hard drive in the event that it must be stored longer for criminal, civil, or administrative investigations. All recordings will be time and date stamped, and archived in a format that prevents alteration of the recorded image. Recordings and surveillance data will be available to AMCO and local law enforcement upon request



Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

PKK

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PKK

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

Kusko Kush will keep all required records on site for a minimum of 6 months and will reside in the locked and secured storage room in a lockable file cabinet or safe. Hard copies will be scanned into digital files and stored as a back up. The backed up electronic files will be stored on a cloud based server or external hard drive to prevent loss or destruction of records. After 7 years Kusko Kush may destroy hard copies however, Kusko Kush does not intend to destroy any electronic records.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 5 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

Employee training will include marijuana industry topics, customer care, food handling, AMCO regulations, State of Alaska Statutes and regulations, safety precautions and procedures, legal issues and Federal regulations. Kusko Kush will also ensure that all employees have a vast knowledge in regards to proper inventory tracking and METRC protocols. Training will take place throughout the year, as well as when topics arise that need further explanation. Either Jared or manager will personally present training and education to employees. All new employees will be required to meet with Jared or Manager to learn the company's business approach and to adopt the standard of service. Kusko Kush will encourage staff to attend seminars, conferences and, workshops. Management will maintain a library of resources on marijuana topics, available to employees at all times.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 7 – Health and Safety Standards**

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.

7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.

7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.

7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).

Answer "Yes" or "No" to each of the following questions:

Yes No

7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.

☒☐

7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.

☒☐

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

In the event that Kusko Kush transports any marijuana or marijuana product from the retail store, a trip manifest will be printed from Metrc to accompany the shipment. A copy of the trip manifest will also be maintained on the licensed premises as a business record. Any marijuana or marijuana product to be transported will be placed within a sealed package or container up to 5 pounds and then into a secure storage compartment within the transport vehicle or in the bed of a truck. Any individuals involved in the transport will have a valid, marijuana handler permit and be trained to travel directly to the destination without any unnecessary stops and without opening packages of marijuana or marijuana product. Labels will be affixed to the packaging including all information originally provided by the cultivation or manufacturing facility such as; (1) testing facility and license number (2) testing date and results (3) name and license number of cultivation facility (4) name and license number of manufacturing facility if applicable (for concentrates and products) (5) harvest batch number or production lot number (6) date of packaging (7) net marijuana weight (8) expiration date if applicable.



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

JK

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

JK

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

JK

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

JK

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

JK

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

JK

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

JK

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Kusko Kush may have up to three (3) signs on the Retail Store. Signs will not exceed 4800 square inches.





Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Kusko Kush's retail advertising and marketing is still in development; however, the company plans to utilize the following medium types when distributing advertisements:

- Newspaper ads
- Radio ads/TV ads
- Social Media to feature specific strains, specials on products, and retail advertisements
- Magazine ads

Advertisements will include, but is not limited to, the retail store hours and location, company website and will include each warning statement verbatim as they are listed in the regulations.



I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Jared Karr

Printed name of licensee

Notary Public
Jim J. Valcarlos
State of Alaska
My Commission Expires Jan. 24, 2022

Subscribed and sworn to before me this 25 day of June, 2019.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). All areas designated as the licensed premises of a single licensee must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be operational at the time of your preliminary inspection and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining all areas for which the licensee has legal right of possession (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a site plan or as-built of the entire lot, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an aerial photo of the entire lot and surrounding lots, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the entire building in which the licensed premises is located, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Essenkay, LLC	MJ License #:	21227		
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Ave				
City:	Bethel	State:	Alaska	ZIP:	99559



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ ** Serving area(s)
- ☐ ** Employee monitoring area(s)
- ☐ ** Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

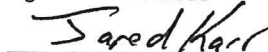
The following additional details must be included in Diagram 5:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference

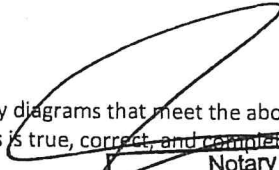
I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.



Signature of licensee



Printed name of licensee

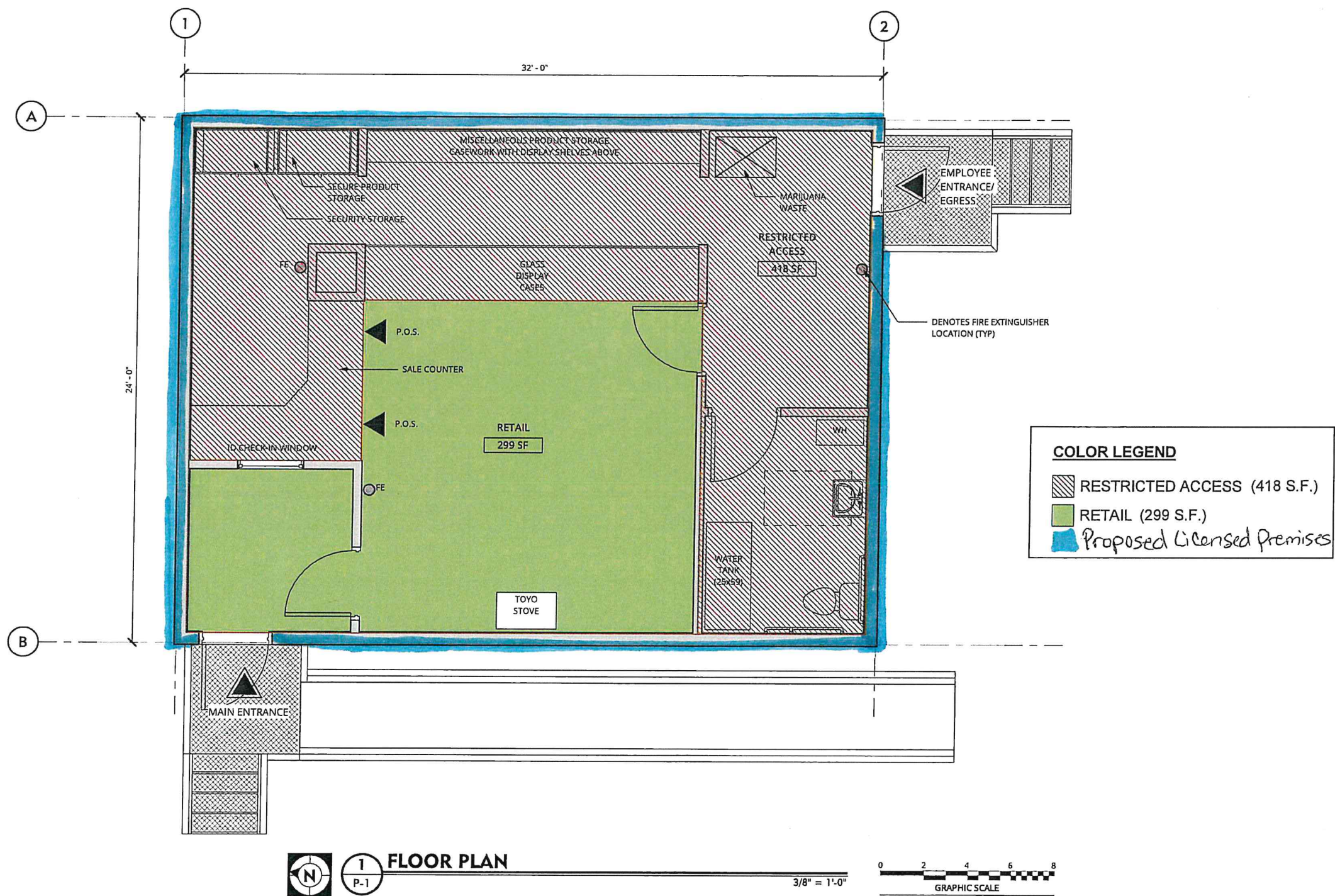


Notary Public
JIM J. VALCARCE
State of Alaska
My Commission Expires Jan. 24, 2022

Notary Public in and for the State of Alaska
My commission expires: _____

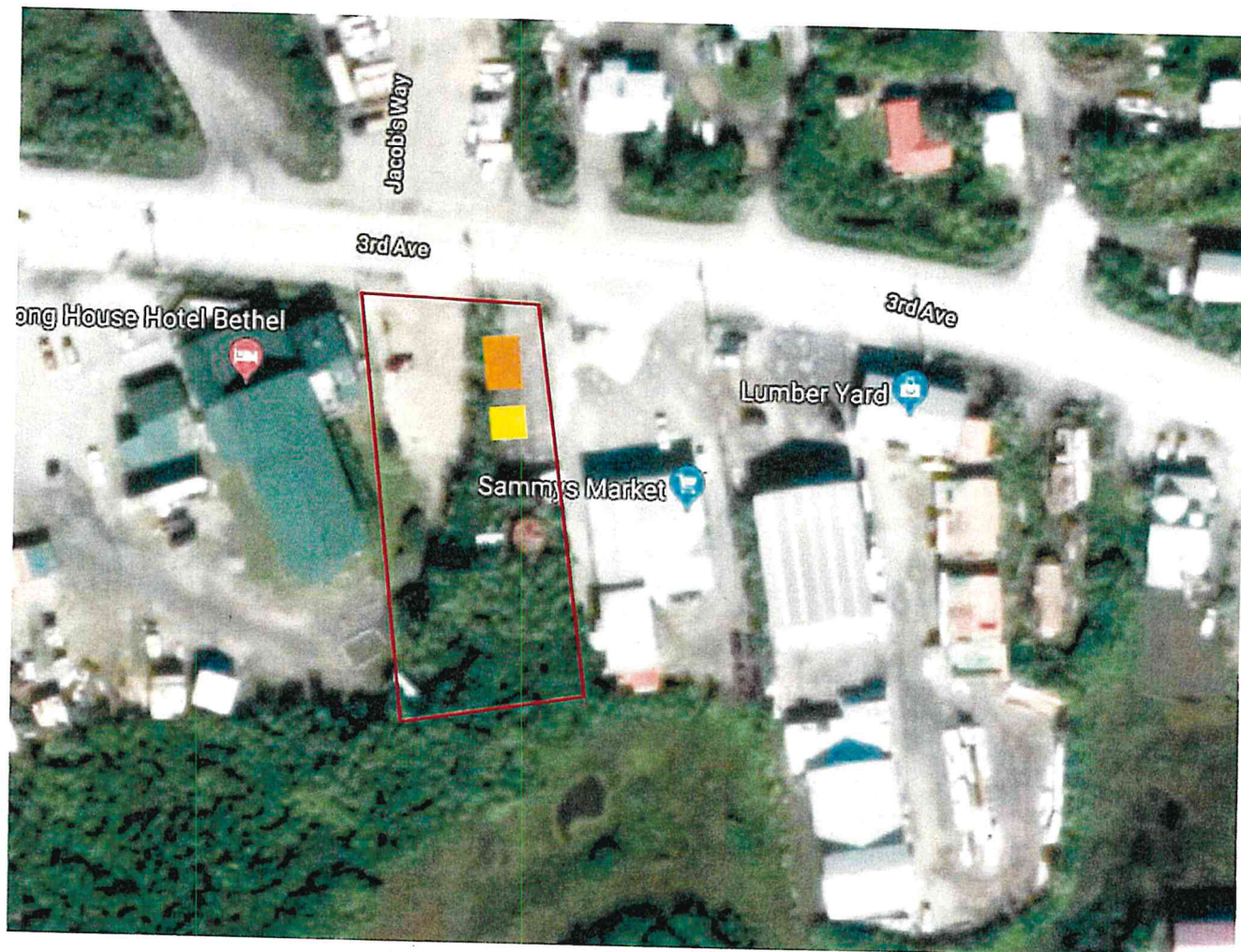
Subscribed and sworn to before me this 25 day of June, 2019

Diagram 1
License # 21227



ONE INCH = 1' 0"	ONE INCH = 1' 0"	P:\1250-1299\1263.01 Kuskokush Retail Shop\Architecture\1263.01 Kuskokush Retail Shop.rvt	KUSKO KUSH RETAIL		PREMISES DIAGRAM	
SHEET SIZE:			34x22			
DESIGNED BY:			WS			
DRAWN BY:			UMD			
CHECKED BY:			WS			
DATE:			06/01/13/19			
FILE NO.			1263.01			
SHEET NUMBER			P-1 OF			

Received by AMCO 8.2.19



- Licensee
-- Legal Right to Possession 781 3rd Ave.
- Kusko Kush 24' x 32' Building
- Vacant Building

Diagrams 2, 4 & 5
 Essenkay, LLC DBA Kusko Kush
 License #21227

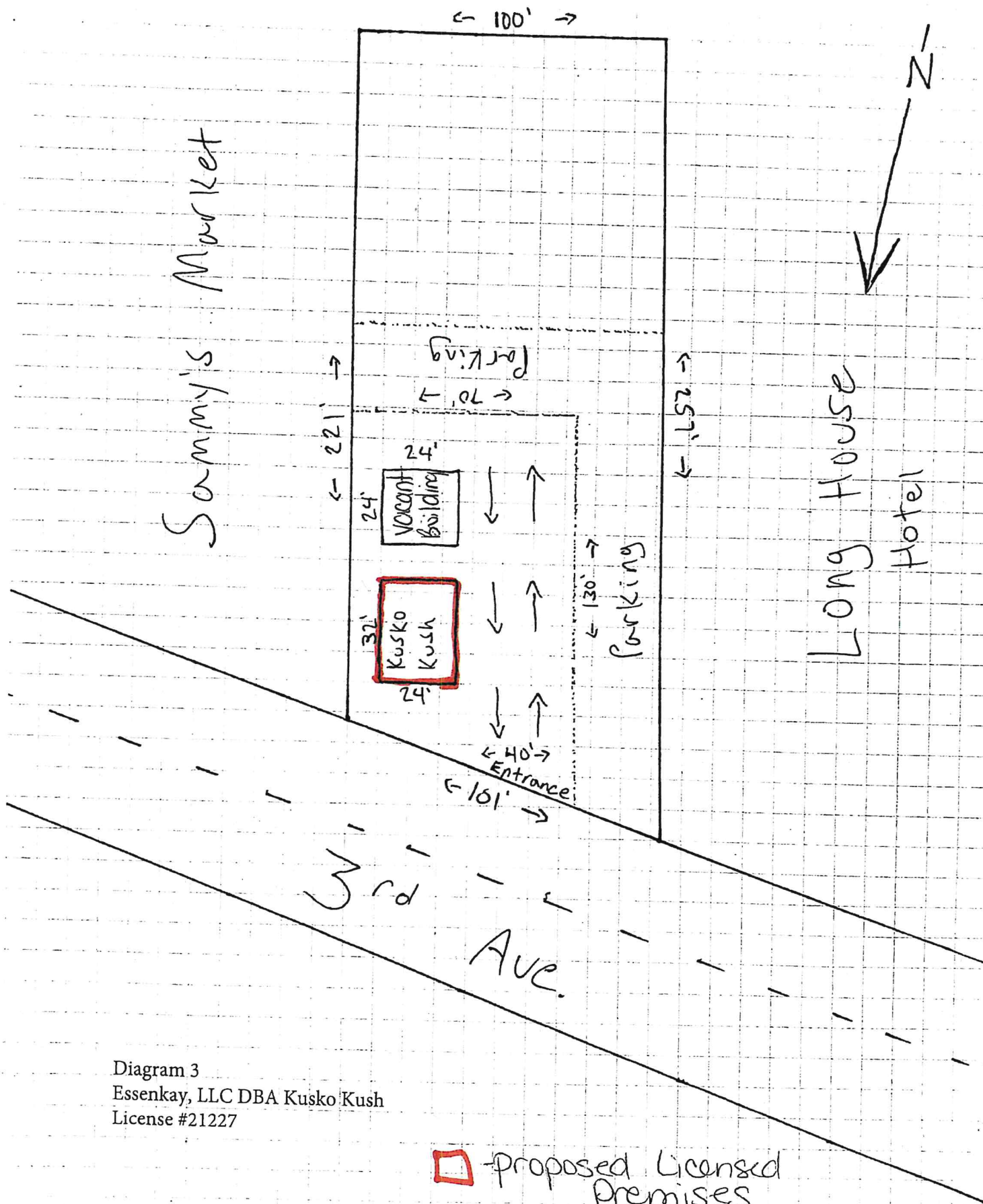


Diagram 3
 Essenkay, LLC DBA Kusko Kush
 License #21227

 proposed Licensed premises

Alcohol & Marijuana Control Office

Initiating License Application

3/28/2019 11:48:13 AM

License Number: 21227**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** Kusko Kush**Business License Number:** 2084675**Designated Licensee:** Jared Karr**Email Address:** kuskokush@gmail.com**Local Government:** Bethel**Community Council:****Latitude, Longitude:** 60.795355, -161.761337**Physical Address:** 781 3rd Avenue
Bethel, AK 99559
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10096634**Alaska Entity Name:** Essenkay, LLC**Phone Number:** 907-545-4977**Email Address:** kuskokush@gmail.com**Mailing Address:** PO BOX 2343
BETHEL, AK 99559
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Jared Karr
[REDACTED]
[REDACTED]**Phone Number:** 907-545-4977**Email Address:** kuskokush@gmail.com**Mailing Address:** PO Box 2511
Bethel, AK 99559
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Naim Sabani
[REDACTED]
[REDACTED]**Phone Number:** 907-545-4977**Email Address:** kuskokush@gmail.com**Mailing Address:** PO Box 2343
Bethel, AK 99559
UNITED STATES**Note:** No affiliates entered for this license.

City of Bethel Information Memorandum

Information Memo No.	19-10		
Date introduced:	September 24, 2019	Introduced by:	Bo Foley, Acting City Manager
Amended actions:			
Confirmed by:			

Title: Condition Update of Public Works Building Floor and Foundation.

Attachment(s): (1) Memorandum from BBFM Engineers, Inc. dated September 17, 2019 on condition of Public Works Building.

Amount of fiscal impact:		Account information:
None	No fiscal impact at this time.	
	Funds in FY 2020 City Budget.	
	Funds not in City Budget.	

Summary Statement

In August 2019, the City requested DOWL engineer firm to provide a structural assessment of the south side of the City Shop floor and foundation (where the water and sewer trucks park every night). DOWL subcontracted the assessment to BBFM Engineers, Inc., the company that sent professional engineers, Troy Feller and Greg Latreille, to Bethel on two occasions to perform the assessment. BBFM Engineers prepared the attached Memorandum to summarize their initial findings. They will provide a full report with findings and recommendations in the near future and that report will also be shared with City Council.

The Public Works Department has a plan that safely allows water and sewer trucks to park in the south side of the Public Works building in the near term and over winter. A plan that includes a permanent fix will be devised after the City receives the full assessment report.

MEMORANDUM

Date: September 17, 2019
To: Chase Nelson, DOWL
From: Greg Latreille, PE
Re: Bethel Public Works Building

219117/Initial Findings Memo

Troy Feller and I spent Monday and Tuesday, September 9th and 10th in Bethel on site at the Public Works Building thoroughly observing and inspecting the main floor framing and connections from the under side. The main floor is decked with 2x8 boards placed on-edge with no space between (7 1/4" solid thickness of wood). The decking bears directly on 5 1/8" x 24" glulam beams @ 5'-0" OC. The beams are supported by 8 3/4" x 36" glulam girders via steel bucket-style top-flange hanger connectors, spaced at 10'-0" OC. The glulam girders bear on timber piles ranging in diameter from approximately 9" to 12" with a steel bucket connector bolted to the glulam and nailed to the pile.

In a previous trip to the site that Troy made on his own, he had already identified several instances of failed beam-to-girder connections and both beams and girders with decay to an extent severe enough that he recommended not having vehicle traffic above them until they were repaired or replaced. He had advised the South entrance to the building be closed to traffic and that the southernmost roughly 30' of the building should not be used by vehicles. He was unable to complete his survey of the main floor framing during that visit.

In the visit September 9th and 10th, we were able to reaffirm Troy's condition assessment from his previous trip, and we were also able to continue the survey for the entirety of the main floor framing that supports vehicle traffic. Our investigation focused on the condition of the beam-to-girder connectors and the level of decay of the glulam beams and girders. In select locations, we made observations of the wood decking and timber piles as well.

We developed a simple 3-tier rating / assessment system for the beam-to-girder connectors:

- Connectors that were generally free of signs of corrosion or showed only minor surface rusting without any detectable loss of steel thickness were recorded as "acceptable". These connectors can continue to perform in a serviceable fashion as long as measures are taken to ensure that water from operations inside the building is adequately captured and directed away from the framing and its connections. The majority of the connectors in the building were noted as "acceptable".

- Connectors that showed more advanced signs of corrosion and any detectable loss of steel thickness, particularly on the corner at the edge of the top of the glulam girder – the common site of failure for other, already failed connectors – were labeled as "remediation required." These connectors appear to be supporting building loads at the current time, but their level of corrosion suggests that their ability to resist load has decreased from design levels due to section loss. Given the relatively imprecise methods of assessing soundness

of the steel available to us, it is difficult for us to quantify how much these connections have been weakened or how much more corrosion they can accommodate before failing. Connections with “remediation required” are present in specific areas throughout the building, typically in areas experiencing the most traffic, such as the driving aisles. We still have some internal analysis, calculation, and discussion to complete, but we will seek to avoid imposing immediate restrictions on vehicle traffic over these connections and instead likely recommend that they be repaired or replaced within one or two years. We may also recommend a maximum vehicle weight due to the presence of these connections, but that would be done to preclude only the largest of equipment, and we would specifically be sure the limit does not affect the City’s ability to park water and sewer trucks in the facility.

-Some connectors have already failed, with the connected glulam having fallen downward so as to be wedged in place against the side of the supporting glulam girder. Connectors that have experienced an actual separation of the steel backing plate from the steel top flange running over the glulam girder were recorded as “failed”. Connectors that have not yet separated at this junction, but which have advanced stages of corrosion and section loss of over 50% at this common failure zone were also labeled as “failed”, as we do not feel they can be relied upon to safely support vehicle loads any longer.

We encountered “failed” connections in only two general locations in the building: in the vicinity of the south entrance and extending into the center portion of the building for roughly 50 feet, and underneath the western side of the dividing wall that runs roughly through the center of the building east-to-west (along grid K).

For the “failed” connections in the vicinity of the south entrance of the building, we revised Troy’s previous recommendation for cordoning-off a portion of the floor from vehicle loads. Rather than keeping trucks off the entire width of the floor within 35’ of the south wall, we revised the area to a rectangular area roughly 50’ long and 30’ wide, allowing vehicles to be parked all the way to the south wall, just not in the center area. We marked the corners of this rectangular area in spray paint, and shop personnel indicated they would use the paint marks to reposition large pipe barriers to ensure vehicles do not enter this restricted area.

For the “failed” connections along the dividing wall, we did not recommend any additional barriers be placed to vehicle traffic, since equipment placed along the wall already precludes vehicle loading to the failed connections. However, we did note that some of the equipment in use along this wall was actively channeling water down into the wall base, which is the likely source of the connection failures we observed below. Shop personnel indicated they would seek to limit the amount of water intrusion into the wall base.

We noted several beams and girders that are experiencing advanced level of rot decay. Similar to the “remediation required” connectors, these elements will no longer be capable of resisting their full design loading, but are still performing at the current demand levels. Wood and timber members also tend to fail in a progressive nature, with visible sag, fiber crushing, splintering, and large deflections occurring prior to a complete failure. Since we were not seeing these effects in the framing at the time of our visit, we did not flag these members as requiring immediate replacement or restrictions on current operations, but we will recommend they be repaired, replaced, or reinforced in the next one to two years.

In general, it is clear that all of the corrosion and decay that is being experienced by building framing is the result of water intrusion from sources inside the building, not from exterior sources (weather). Therefore, further corrosion and subsequent weakening of the floor

framing can be immediately mitigated by addressing the interior sources of water, measures such as:

- Repair to the metal plate topping over the wood deck, which is reasonably effective at preventing water intrusion where it is not cracked or otherwise compromised.
- Repairing leaky water trucks, equipment, valves, hoses, etc. Stop the water at its source as much as possible.
- Repairing any perimeter breaks in the metal sheeting, particularly at dividing walls, many of which are showing signs of some level of water intrusion.
- Reestablishing the trench drain in the southern half of the building, much of which was covered over by metal during a previous re-decking project. At the time of our visit, and, I would venture to guess, at all other times, there was ponded water in the center of the southern half of the vehicle area, because it has no means of draining. Permanent standing water such as this will serve to decrease the effectiveness and life of the metal sheet topping.

Although it was not expressly included in our scope, we also noted that there are some significant issues with the exterior wall insulated metal panel system. In several cases, the outermost layer of protective metal has been completely compromised, and the insulation layer is being subjected to weather water intrusion. This does not currently appear to be causing further corrosion to building elements inside the building, but that will not be the case if this situation is left unaddressed in future years.

Also not in our scope was an assessment of the exterior decks and stairs, but we did have time to give these a cursory observation while there. Our full report will give our findings and recommendations on those elements as well, but it is worth noting that one deck and stair was at such a level of decay that we recommended shop personnel to cordon it off as not suitable for human traffic. The other decks and entries presented items that are worth further review and discussion, but not to the level that we felt we needed to immediately identify it as unsafe to use, other than the one mentioned above.

Memorandum

Date: September 16, 2019
From: Bo Foley, Acting City Manager
Subject: City Manager's Report



Current Events

September 1, 2019 through September 17, 2019

- **Pitney Bowes Envelope Folder/Stuffer:**

During the last City Council meeting (9/10/19), I attempted to answer questions that council members had on the Pitney Bowes machine in terms of the finance options and if the machine would be worth the cost, i.e. could we not simply move towards a paperless system that would reduce the number of envelopes being stuffed with utility bills and the like? The council members present wished me to find out what our current statistics were on the number of bills going out vs. the number of customers on auto-pay (through Xpress Billpay) and if customers were taking advantage of the paperless option.

The statistics are as follows:

Total Number of Utility Accounts: 2284

Total Number of Accounts Auto-Pay: 382 (16%)

Total Number of Accounts on Paperless: 468 (20%)

- **Avenues Project/EJCDC Contract:**

During the last City Council meeting (9/10/19), the members of Council asked if the current contract had passed by our legal department (JDOLaw out of Anchorage). At the time, I did not have the information, but have since found out that it had not yet been reviewed. On wishes by the Council, I sent it to Michael Gatti and he hopes to be finished going through the documentation the week of 9/15/19.

In the short time he's been looking through the material, he has mentioned to me that the contract favors the engineering firm (DOWL) heavily and not the City. Unfortunately, this is the case with all EJCDC contracts. They are designed by Engineers for Engineers and so there is probably a fairly low chance we will be able to make enough changes to bring more favorability towards the City. Additionally, the grantor of the entire project, USDA, has required this style of contract and so we will likely have to just accept any terms we can get so that the project can progress.

- **Late Utility Bills:**

Within my first couple of days as Acting City Manager, I found out through the City Clerk that our utility bills were going out late and had been for the past three months, thus putting us in violation of our own municipal code. I have been working with the Finance director to try and find out the reasons why and work towards a solution that might remedy the situation. With the imminent

Memorandum

Date: September 16, 2019
From: Bo Foley, Acting City Manager
Subject: City Manager's Report



arrival of a new assistant Finance Director, we are hopeful to permanently resolve the problem(s) no later than November.

- **Abatement Order Issued:**

Jake Thompson, the acting Public Works Director brought to my attention a situation where an inhabitant of a home on piped utilities had a failing septic line that was dumping raw sewage onto the ground beneath the residence. As per the code, his utilities were shut off to prevent further spread of the issue. I drafted and issued an abatement order to both the inhabitant and the landlord that the sewage needed to be cleaned up and that utilities to the residence would not be reinstated until the waste was properly cleaned and the septic pipe was brought back into working order, both to the City's satisfaction. The inhabitant and the landlord were made aware in my letter that they could be facing fines for every day the sewage was not cleaned up beyond the deadline.

- **Marijuana Review Letters Completed:**

Review letters for two potential Marijuana store candidates, Alaska Grown Cannabis and Kusko Kush, were submitted to the Council. The review letters contained feedback and details from department heads to include Fire, Police, Planning, and Finance for the addresses of both establishments.

- **City Vehicle Vandalized:**

One of the City vehicles usually parked outside City Hall was vandalized the weekend of 9/7/19 and discovered once employees started showing up the following Monday. It looked as if a rock was put through the back windshield. Public Works has collected the vehicle and is awaiting the parts to make repairs. Our claims agent was instructed to advise our insurance company, APEI, of the event.

- **Blueberry Subdivision Property Dispute:**

There has been a situation in the Blueberry Subdivision in which a property has been being developed that violated the municipal code and zoning restrictions. I have attended several meetings between legal counsel of both sides and the Planning department to discuss the matter. Recently, both parties came to a mutually agreeable solution in which the property owners will submit to a corrective action plan to bring their development back into compliance with the BMC.

- **Medic-5 Remounting Service:**

I recently reviewed documents in which the City would seek Council's approval to enter into an agreement with Braun Northwest to remount the passenger box piece of Medic-5 onto a new truck chassis. I was informed that Medic-5 suffered catastrophic failure, but the passenger bay was still salvageable. In order to meet the barge schedule, the City is electing to proceed with Braun Northwest through a cooperative purchasing contract from H-GAC, a contract that has been

Memorandum

Date: September 16, 2019
From: Bo Foley, Acting City Manager
Subject: City Manager's Report



vetted by the City's Legal office. All proper documentation has been drawn up so the City could use this contract, as it satisfies all of the City's requirements, in lieu of the full-blown procurement process. This is all in accordance with the BMC and should be part of the agenda on the upcoming Council meeting (9/24/19).

- **Wrongful Termination Claim:**

As the Council was made painfully aware in a mass email that was sent out, a former employee with the City has sought legal ramifications against the City for the reasons of wrongful termination. We have brought this matter to our Legal office and made APEI aware of the pending claim. I have been involved in meetings with Legal and other involved parties to discuss the situation and strategy for moving forward. The problem will be handled and Council shouldn't need to concern themselves with it any further.

City Manager Comments

It is a tremendous honor to be considered and trusted for the position of Acting City Manager. It is with great humility that I accepted the temporary position. As most of the Council knows, my father served as one of the longest-running City Managers in Bethel history and so having an opportunity to sit in the seat and have a taste of what he did for so long has been a surreal experience.

The job, even just two weeks in, has been tremendously challenging and taxing, but not without a sense of satisfaction and reward. To be able to get a full picture of what it takes to keep Bethel going, to get a glimpse into the problems each department faces and try to help them to fix those problems, and to make decisions that might positively affect the lives of those that call Bethel home; this will be an experience I take with me forever.

I thank those that have placed their trust in me and I hope to keep the ship sailing as best as I can until Acting City Manager Howell returns.

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-400 TAX - TRANSIENT LODGING	658,151.89	128,685.29	.00	(128,685.29)	.0
10-40-401 TAX - SALES	6,982,316.63	592,254.44	.00	(592,254.44)	.0
10-40-403 PENALTIES & INT - SALES TAX	93,027.76	5,032.61	.00	(5,032.61)	.0
10-40-407 CIGARETTE AND TOBACCO TAX	649,684.51	43,305.46	.00	(43,305.46)	.0
10-40-408 TAX - ALCOHOL TAX	521,099.02	69,988.66	.00	(69,988.66)	.0
10-40-468 TAX - MOTOR VEH REGISTRATION	42,909.72	.00	.00	.00	.0
TOTAL TAXES	8,947,189.53	839,266.46	.00	(839,266.46)	.0
<u>STATE & FEDERAL REVENUES</u>					
10-42-414 COMMUNITY DIVIDEND	193,287.27	.00	.00	.00	.0
10-42-418 PILT PROGRAM - STATE	893,143.83	.00	.00	.00	.0
10-42-419 MISCELLANEOUS STATE REV	550.00	.00	.00	.00	.0
10-42-430 SOA - JURY DUTY REIMB.	675.00	.00	.00	.00	.0
TOTAL STATE & FEDERAL REVENUES	1,087,656.10	.00	.00	.00	.0
<u>CHARGES FOR SERVICES</u>					
10-43-422 AMBULANCE REVENUE	205,452.96	.00	.00	.00	.0
10-43-424 POLICE DEPT PC FEES	15,514.66	.00	.00	.00	.0
10-43-426 AMBULANCE/PC COLLECTIONS	1,043.20	.00	.00	.00	.0
10-43-435 PARKS & REC OTC SALES	103.00	100.00	.00	(100.00)	.0
TOTAL CHARGES FOR SERVICES	222,113.82	100.00	.00	(100.00)	.0
<u>RENTAL INCOME</u>					
10-44-463 LOG CABIN RENTAL	1,515.00	.00	.00	.00	.0
TOTAL RENTAL INCOME	1,515.00	.00	.00	.00	.0
<u>LICENSES, PERMITS & FEES</u>					
10-45-450 GAMING TAX	548,263.53	73,132.78	.00	(73,132.78)	.0
10-45-451 TAXI PERMITS	181,810.00	27,250.00	.00	(27,250.00)	.0
10-45-452 BUSINESS LICENSES	37,150.00	1,000.00	.00	(1,000.00)	.0
10-45-453 ANIMAL CONTROL LICENSES	2,915.00	590.00	.00	(590.00)	.0
10-45-454 PLANNING FEES	555.00	100.00	.00	(100.00)	.0
10-45-455 PLAT/RECORDING FEES	465.00	.00	.00	.00	.0
10-45-456 SITE REVIEWS	10,160.00	400.00	.00	(400.00)	.0
10-45-457 PARKS & REC JULY 4TH FEES	5,625.00	350.00	.00	(350.00)	.0
10-45-458 PARKS & REC - OTHER	100.00	.00	.00	.00	.0
10-45-465 PARKS & REC PROGRAM FEES	(50.00)	.00	.00	.00	.0
10-45-469 MISC PERMITS/LICENSES/FEE	8,268.74	1,798.35	.00	(1,798.35)	.0
TOTAL LICENSES, PERMITS & FEES	795,262.27	104,621.13	.00	(104,621.13)	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
MISCELLANEOUS					
10-49-460 NSF - CLEARING ACCOUNT	60.00	.00	.00	.00	.0
10-49-483 PUBLIC DONATIONS FIRE DPT	(134,834.00)	.00	.00	.00	.0
10-49-487 INVESTMENT INCOME	522,275.86	.00	.00	.00	.0
10-49-488 POLICE DEPT MISC	3,858.25	1,137.00	.00	(1,137.00)	.0
10-49-495 MISCELLANEOUS REVENUE	139,260.98	735.00	.00	(735.00)	.0
10-49-497 RESTITUTION PMTS RECEIVED	1,598.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS	532,219.09	1,872.00	.00	(1,872.00)	.0
TOTAL FUND REVENUE	11,585,955.81	945,859.59	.00	(945,859.59)	.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
<u>ADMINISTRATION</u>					
10-51-501 SALARIES	341,078.89	31,060.28	346,679.00	315,618.72	9.0
10-51-508 LEAVE CASHOUT	17,110.04	10,301.11	.00	(10,301.11)	.0
10-51-510 SOCIAL SECURITY EXPENSE	972.16	.00	744.00	744.00	.0
10-51-511 MEDICARE FICA	5,398.07	612.30	5,027.00	4,414.70	12.2
10-51-512 EMPLOYEE GROUP BENEFITS	88,713.66	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	744.00	.00	926.00	926.00	.0
10-51-518 PERS	71,363.35	6,833.28	73,629.00	66,795.72	9.3
10-51-519 UTILITY BENEFIT	12,547.34	.00	13,680.00	13,680.00	.0
10-51-545 TRAINING/TRAVEL	20,937.17	2,539.33	10,000.00	7,460.67	25.4
10-51-561 SUPPLIES	5,809.36	2,548.99	6,700.00	4,151.01	38.0
10-51-602 GASOLINE / DIESEL / OIL	235.90	.00	1,500.00	1,500.00	.0
10-51-621 ELECTRICITY	23,005.75	2,583.59	14,400.00	11,816.41	17.9
10-51-622 TELEPHONE	16,288.69	2,339.40	20,000.00	17,660.60	11.7
10-51-623 HEATING FUEL	14,800.03	807.41	26,400.00	25,592.59	3.1
10-51-626 WATER/SEWER/GARB/	11,293.36	.00	11,500.00	11,500.00	.0
10-51-627 STAFF CELLULAR PHONES	1,140.97	183.98	840.00	656.02	21.9
10-51-642 LEGAL FEES	18,265.19	15,530.49	5,000.00	(10,530.49)	310.6
10-51-646 DRUG TESTING/BCKGRND CKS	9,849.50	935.00	9,500.00	8,565.00	9.8
10-51-649 PROFESSIONAL FEES	43,735.39	.00	20,000.00	20,000.00	.0
10-51-661 VEHICLE MAINT/REPAIR	953.48	.00	1,502.00	1,502.00	.0
10-51-663 JANITORIAL	11,045.00	2,925.00	11,400.00	8,475.00	25.7
10-51-669 OTHER PURCHASED SERVICES	7,807.96	350.26	6,500.00	6,149.74	5.4
10-51-683 MINOR EQUIPMENT	309.39	73.13	2,000.00	1,926.87	3.7
10-51-721 INSURANCE	9,166.63	.00	16,224.00	16,224.00	.0
10-51-724 DUES/SUBSCRIPTIONS	1,654.00	.00	1,200.00	1,200.00	.0
10-51-727 ADVERTISING	2,479.80	.00	1,000.00	1,000.00	.0
10-51-732 EQUIPMENT RENTAL	1,957.20	.00	2,000.00	2,000.00	.0
10-51-733 POSTAGE	299.85	.00	1,000.00	1,000.00	.0
10-51-734 CASH OVER/SHORT	(68.30)	.00	.00	.00	.0
10-51-790 ALLOWANCE SPECIAL EVENTS	6,597.32	.00	5,000.00	5,000.00	.0
10-51-799 MISCELLANEOUS EXPENSES	3,859.27	35.75	1,000.00	964.25	3.6
10-51-875 INDIRECT COST RECOVERY	(235,086.00)	.00	(291,468.00)	(291,468.00)	.0
10-51-996 ADMIN OVERHEAD-IT SVCS	15,002.12	.00	17,028.00	17,028.00	.0
TOTAL ADMINISTRATION	529,266.54	92,461.14	415,366.00	322,904.86	22.3

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>CITY CLERKS OFFICE</u>					
10-52-501 SALARIES	138,151.64	22,356.52	118,364.00	96,007.48	18.9
10-52-502 OVERTIME	734.79	508.11	500.00	(8.11)	101.6
10-52-511 MEDICARE	2,061.38	331.95	1,724.00	1,392.05	19.3
10-52-512 EMPLOYEE GROUP BENEFITS	21,952.61	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	492.00	.00	318.00	318.00	.0
10-52-518 P.E.R.S.	30,554.95	5,030.21	26,150.00	21,119.79	19.2
10-52-519 UTILITY BENEFIT	5,465.64	.00	4,560.00	4,560.00	.0
10-52-541 TRAVEL/TRAINING-COUNCIL	10,125.65	536.20	10,000.00	9,463.80	5.4
10-52-545 TRAINING/TRAVEL-CLERK	1,463.22	.00	6,300.00	6,300.00	.0
10-52-561 SUPPLIES-CLERK	1,426.36	570.37	4,300.00	3,729.63	13.3
10-52-562 SUPPLIES-COUNCIL	61.89	.00	500.00	500.00	.0
10-52-627 STAFF CELLULAR PHONES	602.27	119.46	840.00	720.54	14.2
10-52-642 LEGAL FEES	3,892.00	3,060.00	5,000.00	1,940.00	61.2
10-52-644 CONSULTING FEES	9,334.00	4,500.00	25,000.00	20,500.00	18.0
10-52-669 OTHER PURCHASE SERVICES	19,867.39	4,015.79	14,600.00	10,584.21	27.5
10-52-682 ELECTION EXPENSES	14,797.93	108.00	15,000.00	14,892.00	.7
10-52-683 MINOR EQUIPMENT	17,055.81	.00	.00	.00	.0
10-52-684 DONATIONS & AWARDS	653.96	.00	500.00	500.00	.0
10-52-721 INSURANCE	1,456.62	.00	2,617.00	2,617.00	.0
10-52-724 DUES/SUBSCRIPTIONS	370.00	.00	7,000.00	7,000.00	.0
10-52-790 ALLOWANCE FOR SPECIAL EVENTS	.00	.00	600.00	600.00	.0
10-52-799 OTHER MISC. EXPENSES	5,000.00	.00	.00	.00	.0
10-52-875 INDRIECT COST RECOVERY	(97,272.00)	.00	(129,576.00)	(129,576.00)	.0
10-52-996 ADMIN OVERHEAD-IT SVCS	15,002.12	.00	17,028.00	17,028.00	.0
TOTAL CITY CLERKS OFFICE	203,250.23	45,452.07	156,498.00	111,045.93	29.0

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
<u>FINANCE</u>					
10-53-501 SALARIES	328,185.61	63,687.32	(3,000.00)	(66,687.32)	2122.9
10-53-502 OVERTIME	3,798.08	326.85	3,000.00	2,673.15	10.9
10-53-508 LEAVE CASHOUT	8,500.76	7,495.90	12,035.00	4,539.10	62.3
10-53-510 SOCIAL SECURITY EXPENSE	119.04	.00	.00	.00	.0
10-53-511 MEDICARE FICA	5,010.56	1,050.48	6,906.00	5,855.52	15.2
10-53-512 EMPLOYEE GROUP BENEFITS	118,712.18	20,218.60	150,675.00	130,456.40	13.4
10-53-515 UNEMPLOYMENT	5,005.00	.00	4,439.00	4,439.00	.0
10-53-516 WORKERS' COMPENSATION	1,248.00	.00	1,273.00	1,273.00	.0
10-53-518 PERS	70,871.17	14,083.10	104,786.00	90,702.90	13.4
10-53-519 UTILITY BENEFIT	9,578.09	.00	28,500.00	28,500.00	.0
10-53-545 TRAINING/TRAVEL	31,416.60	.00	36,000.00	36,000.00	.0
10-53-561 SUPPLIES	9,951.26	2,407.68	8,000.00	5,592.32	30.1
10-53-601 VEHICLE MT. (PARTS & TOOLS)	1,500.72	.00	1,500.00	1,500.00	.0
10-53-602 GASOLINE	1,028.35	156.06	1,200.00	1,043.94	13.0
10-53-622 TELEPHONE	159.24	21.96	1,000.00	978.04	2.2
10-53-627 STAFF CELLULAR PHONES	518.24	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	101,782.41	.00	95,000.00	95,000.00	.0
10-53-649 OTHER PROFESSIONAL SVS	67,911.75	.00	10,000.00	10,000.00	.0
10-53-661 VEHICLE MAINT/REPAIRS	953.45	.00	1,502.00	1,502.00	.0
10-53-668 HARDWARE/SOFTWARE SUP/669	31,070.00	2,242.00	32,000.00	29,758.00	7.0
10-53-669 OTHER PURCHASED SERVICES	113,551.60	462.38	8,000.00	7,537.62	5.8
10-53-683 MINOR EQUIPMENT	8,640.87	4,196.66	4,500.00	303.34	93.3
10-53-721 INSURANCE	3,300.00	.00	5,781.00	5,781.00	.0
10-53-724 DUES/SUBSCRIPTIONS	960.00	.00	1,500.00	1,500.00	.0
10-53-727 ADVERTISING	.00	.00	2,500.00	2,500.00	.0
10-53-733 POSTAGE	16.65	.00	.00	.00	.0
10-53-734 CASH OVER/SHORT	.20	.00	.00	.00	.0
10-53-735 FINANCE CHARGES/PENALTIES	12,950.13	(98.80)	5,000.00	5,098.80	(2.0)
10-53-736 BANK CHARGES	45,776.03	.00	35,000.00	35,000.00	.0
10-53-799 MISCELLANEOUS EXPENSES	779.55	90.00	1,000.00	910.00	9.0
10-53-875 INDIRECT COST RECOVERY	(371,479.00)	.00	(549,832.00)	(549,832.00)	.0
10-53-996 ADMIN OVERHEAD-IT SVCS	19,847.94	.00	22,523.00	22,523.00	.0
TOTAL FINANCE	631,664.48	116,393.07	46,628.00	(69,765.07)	249.6

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	141,984.11	14,104.32	131,506.00	117,401.68	10.7
10-54-502 OVERTIME	134.51	21.79	.00	(21.79)	.0
10-54-508 LEAVE CASHOUT	7,353.60	.00	6,575.00	6,575.00	.0
10-54-511 MEDICARE FICA	2,195.71	208.38	1,907.00	1,698.62	10.9
10-54-512 EMPLOYEE GROUP BENEFITS	51,251.54	2,433.84	44,600.00	42,166.16	5.5
10-54-515 UNEMPLOYMENT	5,920.00	.00	1,420.00	1,420.00	.0
10-54-516 WORKERS' COMPENSATION	492.00	.00	351.00	351.00	.0
10-54-518 PERS	31,266.07	3,107.75	28,931.00	25,823.25	10.7
10-54-519 UTILITY BENEFIT	3,870.36	.00	9,120.00	9,120.00	.0
10-54-545 TRAINING/TRAVEL	2,515.87	.00	17,000.00	17,000.00	.0
10-54-561 SUPPLIES	3,605.61	.00	5,600.00	5,600.00	.0
10-54-563 WEARING APPAREL	19.98	.00	300.00	300.00	.0
10-54-601 VEHICLE PARTS	880.47	.00	1,000.00	1,000.00	.0
10-54-602 GASOLINE	811.65	80.63	1,800.00	1,719.37	4.5
10-54-621 ELECTRICITY	1,622.08	.00	1,440.00	1,440.00	.0
10-54-622 TELEPHONE	79.62	10.98	200.00	189.02	5.5
10-54-623 HEATING FUEL	3,369.82	.00	2,400.00	2,400.00	.0
10-54-626 WATER/SEWER/GARBAGE	1,227.00	.00	1,400.00	1,400.00	.0
10-54-627 STAFF CELLULAR PHONES	508.24	52.88	840.00	787.12	6.3
10-54-642 LEGAL FEES	4,464.00	.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	26,490.36	1,467.50	30,000.00	28,532.50	4.9
10-54-661 VEHICLE MAINT/REPAIRS	953.47	.00	1,502.00	1,502.00	.0
10-54-668 HARDWARE/SOFTWARE SUPPORT	4,084.00	.00	7,500.00	7,500.00	.0
10-54-669 PROFESSIONAL SERVICES	8.99	.00	4,000.00	4,000.00	.0
10-54-683 MINOR EQUIPMENT	2,756.98	.00	5,500.00	5,500.00	.0
10-54-690 CAPITAL EXPENDITURES	59,455.73	.00	.00	.00	.0
10-54-721 INSURANCE	2,185.36	.00	3,065.00	3,065.00	.0
10-54-724 DUES & SUBSCRIPTION	8.99	.00	240.00	240.00	.0
10-54-727 ADVERTISING	476.50	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	355.92	8.99	1,000.00	991.01	.9
10-54-996 ADMIN OVERHEAD-IT SVCS	15,003.12	.00	17,028.00	17,028.00	.0
TOTAL PLANNING	375,351.66	21,658.56	336,425.00	314,766.44	6.4

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
TECHNOLOGY DEPARTMENTS					
10-55-501 SALARIES	101,665.56	13,906.48	91,422.00	77,515.52	15.2
10-55-511 MEDICARE FICA	1,539.61	214.37	1,326.00	1,111.63	16.2
10-55-512 EMPLOYEE GROUP BENEFITS	15,778.84	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	168.00	.00	244.00	244.00	.0
10-55-518 PERS	22,366.50	3,059.44	20,616.00	17,556.56	14.8
10-55-519 UTILITY BENEFIT	4,355.46	.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	1,106.48	29.99	4,500.00	4,470.01	.7
10-55-601 VEHICLE MT. (PARTS & TOOLS)	332.69	.00	.00	.00	.0
10-55-602 GASOLINE	953.57	85.55	1,440.00	1,354.45	5.9
10-55-627 STAFF CELLULAR PHONES	369.25	52.88	1,800.00	1,747.12	2.9
10-55-649 OTHER PROFESSIONAL SERVICES	188,080.24	29,499.84	185,000.00	155,500.16	16.0
10-55-661 VEHICLE MAINT/REPAIRS	953.47	.00	1,502.00	1,502.00	.0
10-55-667 CONNECTIVITY SERVICES	293,873.18	42,611.20	277,000.00	234,388.80	15.4
10-55-668 SOFTWARE/SUPPORT	33,355.06	3,255.05	30,000.00	26,744.95	10.9
10-55-669 ADMIN OVERHEAD-IT SVCS	30.16	.00	.00	.00	.0
10-55-683 MINOR EQUIPMENT	19,551.28	812.54	20,000.00	19,187.46	4.1
10-55-690 CAPITAL EXPENDITURES	5,996.37	.00	27,875.00	27,875.00	.0
10-55-721 INSURANCE	1,375.00	.00	2,392.00	2,392.00	.0
10-55-732 EQUIPMENT RENTAL	35,222.76	.00	3,000.00	3,000.00	.0
10-55-799 MISCELLANEOUS EXPENSES	1,299.59	47.84	2,000.00	1,952.16	2.4
10-55-875 INDIRECT COST RECOVERY	(436,447.17)	.00	495,000.00	495,000.00	.0
10-55-996 ADMIN OVERHEAD-IT SVCS	56,962.24	.00	64,598.00	64,598.00	.0
TOTAL TECHNOLOGY DEPARTMENTS	348,888.14	96,009.02	1,264,093.00	1,168,083.98	7.6

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 ATTORNEY'S OFFICE</u>					
10-56-501 SALARIES	141,784.70	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
10-56-510 SOCIAL SECURITY	111.60	.00	.00	.00	.0
10-56-511 MEDICARE	2,047.54	233.72	1,912.00	1,678.28	12.2
10-56-512 EMPLOYEE GROUP BENEFITS	35,476.85	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	168.00	.00	352.00	352.00	.0
10-56-518 PERS	30,796.70	2,636.62	29,005.00	26,368.38	9.1
10-56-519 UTILITY BENEFIT	1,719.00	.00	4,560.00	4,560.00	.0
10-56-545 TRANING/TRAVEL	5,079.18	398.00	6,500.00	6,102.00	6.1
10-56-561 SUPPLIES	820.61	.00	3,000.00	3,000.00	.0
10-56-602 GASOLINE	5.00	.00	.00	.00	.0
10-56-627 STAFF CELLULAR PHONES	349.93	33.58	840.00	806.42	4.0
10-56-642 LEGAL FEES	23,442.99	4,650.00	25,000.00	20,350.00	18.6
10-56-649 PROFESSIONAL SERVICES	16,705.00	225.00	65,000.00	64,775.00	.4
10-56-669 OTHER PURCHASED SERVICES	9,006.82	2,150.46	9,600.00	7,449.54	22.4
10-56-721 INSURANCE	916.63	.00	1,920.00	1,920.00	.0
10-56-724 DUES AND SUBSCRIPTIONS	710.00	.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	45.00	.00	1,200.00	1,200.00	.0
10-56-875 INDIRECT COST RECOVERY	(42,908.00)	.00	65,146.00	65,146.00	.0
10-56-996 ADMIN OVERHEAD-IT SVCS	12,573.72	.00	14,260.00	14,260.00	.0
TOTAL CITY ATTORNEY'S OFFICE	245,251.27	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	611,186.15	82,615.24	539,282.00	456,666.76	15.3
10-60-502 FLSA OVERTIME	74,045.38	11,209.37	50,225.00	39,015.63	22.3
10-60-506 CALL BACK OVERTIME	56,775.10	4,810.98	45,100.00	40,289.02	10.7
10-60-508 LEAVE CASHOUT	24,488.59	.00	20,905.00	20,905.00	.0
10-60-510 SOCIAL SECURITY EXPENSE	3,340.94	963.96	694.00	(269.96)	138.9
10-60-511 MEDICARE FICA	11,800.21	1,637.22	9,616.00	7,978.78	17.0
10-60-512 EMPLOYEE GROUP BENEFITS	220,456.10	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	18,048.00	.00	24,409.00	24,409.00	.0
10-60-518 PERS	156,948.37	20,772.54	133,058.00	112,285.46	15.6
10-60-519 UTILITY BENEFIT	26,061.49	.00	36,480.00	36,480.00	.0
10-60-545 TRAINING/TRAVEL	23,181.60	1,240.59	36,000.00	34,759.41	3.5
10-60-561 SUPPLIES	21,458.68	567.80	22,500.00	21,932.20	2.5
10-60-563 WEARING APPAREL	14,664.18	.00	15,687.00	15,687.00	.0
10-60-567 FIRE PREVENTION PROGRAM	4,835.74	.00	5,200.00	5,200.00	.0
10-60-600 VEHICLE MT. (PARTS & TOOLS)	3,198.80	.00	3,200.00	3,200.00	.0
10-60-601 VEHICLE MT. (PARTS & TOOLS)	23,744.03	1,329.38	27,250.00	25,920.62	4.9
10-60-602 GASOLINE/DIESEL/OIL	14,524.24	1,419.48	14,400.00	12,980.52	9.9
10-60-621 ELECTRICITY	19,253.67	2,213.14	18,720.00	16,506.86	11.8
10-60-622 TELEPHONE	1,064.67	115.25	2,500.00	2,384.75	4.6
10-60-623 HEATING FUEL	15,981.79	1,332.70	24,000.00	22,667.30	5.6
10-60-626 WATER/SEWER/GARBAGE	9,062.59	.00	8,500.00	8,500.00	.0
10-60-627 STAFF CELLULAR PHONES	1,716.49	211.50	3,360.00	3,148.50	6.3
10-60-647 COLLECTION/SMALL CLAIMS	23,264.94	.00	31,200.00	31,200.00	.0
10-60-649 VOLUNTEER STIPEND	25,281.00	11,333.00	28,540.00	17,207.00	39.7
10-60-660 VEHICLE MAINT SERVICES	8,000.00	.00	.00	.00	.0
10-60-661 VEHICLE MAINT/REPAIRS	6,356.47	.00	10,011.00	10,011.00	.0
10-60-662 PROPERTY MAINT	2,361.29	.00	16,500.00	16,500.00	.0
10-60-669 OTHER PURCHASED SERVICES	33,248.11	6,709.05	22,500.00	15,790.95	29.8
10-60-683 MINOR EQUIPMENT	18,517.72	.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
10-60-699 XFER TO F-58 FLEET REPLACEMENT	142,435.22	.00	.00	.00	.0
10-60-721 INSURANCE	48,583.37	.00	87,078.00	87,078.00	.0
10-60-724 DUES/SUBSCRIPTIONS	6,610.01	.00	7,324.00	7,324.00	.0
10-60-727 ADVERTISING	1,136.50	.00	1,500.00	1,500.00	.0
10-60-799 MISCELLANEOUS EXPENSES	178.36	.00	1,000.00	1,000.00	.0
10-60-996 ADMIN OVERHEAD-IT SVCS	15,003.12	.00	17,028.00	17,028.00	.0
TOTAL FIRE DEPARTMENT	1,686,812.92	179,070.36	1,753,331.00	1,574,260.64	10.2

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
POLICE					
10-61-501 SALARIES	1,592,513.13	211,890.77	1,650,830.00	1,438,939.23	12.8
10-61-502 OVERTIME	173,523.99	16,539.96	180,000.00	163,460.04	9.2
10-61-508 LEAVE CASHOUT	78,445.08	4,545.96	76,799.00	72,253.04	5.9
10-61-510 SOCIAL SECURITY EXPENSE	175.58	.00	6,377.00	6,377.00	.0
10-61-511 MEDICARE	27,260.85	3,435.51	26,547.00	23,111.49	12.9
10-61-512 GROUP HEALTH INSURANCE	477,545.63	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	28,932.00	.00	56,357.00	56,357.00	.0
10-61-518 PERS	359,437.65	47,819.59	402,783.00	354,963.41	11.9
10-61-519 UTILITY BENEFIT	56,603.03	.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	51,792.79	3,865.57	36,000.00	32,134.43	10.7
10-61-561 SUPPLIES	17,021.60	2,350.09	10,000.00	7,649.91	23.5
10-61-563 EMPLOYEE WEARING APPAREL	3,554.12	.00	16,250.00	16,250.00	.0
10-61-601 VEHICLE MT. (PARTS & TOOLS)	6,173.05	103.92	6,000.00	5,896.08	1.7
10-61-602 GASOLINE/DIESEL/OIL	33,285.75	5,395.76	36,000.00	30,604.24	15.0
10-61-621 ELECTRICITY	48,478.31	6,140.68	40,800.00	34,659.32	15.1
10-61-622 TELEPHONE	18,163.48	2,730.15	20,500.00	17,769.85	13.3
10-61-623 HEATING FUEL	25,955.62	1,827.34	30,000.00	28,172.66	6.1
10-61-626 WATER/SEWER/GARBAGE	8,549.41	.00	10,000.00	10,000.00	.0
10-61-627 STAFF CELLULAR PHONES	5,717.29	581.68	9,240.00	8,658.32	6.3
10-61-660 VEHICLE MAINT SERVICES	9,609.27	3,437.83	6,000.00	2,562.17	57.3
10-61-661 VEHICLE MAINT/REPAIR	12,712.98	.00	20,021.00	20,021.00	.0
10-61-668 SART EXAMS	1,313.10	.00	10,000.00	10,000.00	.0
10-61-669 OTHER PURCHASED SERVICES	26,028.45	2,856.25	30,000.00	27,143.75	9.5
10-61-683 MINOR EQUIPMENT	29,612.66	1,307.43	30,000.00	28,692.57	4.4
10-61-691 VEHICLES	3,267.60	3,267.60	110,000.00	106,732.40	3.0
10-61-699 XFER TO FLEET REPLACE FUND	39,496.00	.00	.00	.00	.0
10-61-721 INSURANCE	112,724.37	.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	825.00	.00	1,000.00	1,000.00	.0
10-61-996 ADMIN OVERHEAD-IT SVCS	53,693.95	.00	60,885.00	60,885.00	.0
TOTAL POLICE	3,302,411.74	387,784.83	3,775,153.00	3,387,368.17	10.3

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>PUBLIC WORKS-ADMIN</u>					
10-65-501 SALARIES	33,060.58	4,721.71	25,293.00	20,571.29	18.7
10-65-502 OVERTIME	103.68	63.83	.00	(63.83)	.0
10-65-508 LEAVE CASHOUT	.00	.00	354.00	354.00	.0
10-65-511 MEDICARE FICA	521.78	70.31	367.00	296.69	19.2
10-65-512 EMPLOYEE GROUP BENEFITS	6,445.85	1,791.64	7,232.00	5,440.36	24.8
10-65-515 UNEMPLOYMENT	2,079.79	.00	213.00	213.00	.0
10-65-516 WORKERS' COMPENSATION	744.00	.00	68.00	68.00	.0
10-65-518 PERS	7,536.92	1,052.83	5,565.00	4,512.17	18.9
10-65-519 UTILITY BENEFIT	8,918.22	.00	1,368.00	1,368.00	.0
10-65-545 TRAINING/TRAVEL	(19.23)	.00	5,000.00	5,000.00	.0
10-65-561 SUPPLIES	2,622.79	1,137.35	1,000.00	(137.35)	113.7
10-65-601 VEHICLE PARTS	2,058.35	.00	1,000.00	1,000.00	.0
10-65-602 GASOLINE/DIESEL/OIL	118.02	.00	4,200.00	4,200.00	.0
10-65-621 ELECTRICITY	11,632.31	6,376.52	.00	(6,376.52)	.0
10-65-622 TELEPHONE	104.55	8.23	150.00	141.77	5.5
10-65-623 HEATING FUEL	8,959.71	4,560.02	9,600.00	5,039.98	47.5
10-65-626 WATER/SEWER/GARBAGE	1,226.95	.00	1,233.00	1,233.00	.0
10-65-627 STAFF CELLULAR PHONES	2,329.32	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	1,976.96	20.00	3,003.00	2,983.00	.7
10-65-669 OTHER PURCHASED SERVICES	2,732.76	618.93	2,500.00	1,881.07	24.8
10-65-721 INSURANCE	.00	.00	2,471.00	2,471.00	.0
10-65-724 DUES/SUBSCRIPTIONS	77.94	12.99	500.00	487.01	2.6
10-65-799 MISCELLANEOUS EXPENSES	359.28	121.76	500.00	378.24	24.4
10-65-996 ADMIN OVERHEAD-IT SVCS	13,785.91	.00	15,642.00	15,642.00	.0
TOTAL PUBLIC WORKS-ADMIN	107,439.44	20,736.63	88,939.00	68,202.37	23.3

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>PW-STREETS & ROADS</u>					
10-66-501 SALARIES	429,570.52	55,540.88	403,465.00	347,924.12	13.8
10-66-502 OVERTIME	29,409.36	1,751.52	20,500.00	18,748.48	8.5
10-66-508 LEAVE CASHOUT	22,956.27	8,236.57	19,378.00	11,141.43	42.5
10-66-510 SOCIAL SECURITY EXPENSE	913.50	310.96	.00	(310.96)	.0
10-66-511 MEDICARE FICA	7,066.53	958.20	6,147.00	5,188.80	15.6
10-66-512 EMPLOYEE GROUP BENEFITS	137,955.57	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	10,008.00	.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	97,752.96	11,500.90	.00	(11,500.90)	.0
10-66-519 UTILITY BENEFIT	11,583.60	.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	2,076.16	692.42	4,500.00	3,807.58	15.4
10-66-562 SIGNS	2,001.00	.00	3,800.00	3,800.00	.0
10-66-563 WEARING APPAREL	2,129.14	.00	2,500.00	2,500.00	.0
10-66-567 CALCIUM CHLORIDE	49,338.58	.00	50,000.00	50,000.00	.0
10-66-576 SALT	97,000.24	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	19,595.90	.00	18,000.00	18,000.00	.0
10-66-601 VEHICLE MT. (PARTS & TOOLS)	65,618.84	7,426.34	50,000.00	42,573.66	14.9
10-66-602 GASOLINE/DIESEL/OIL	65,088.71	1,009.87	72,000.00	70,990.13	1.4
10-66-620 ELECTRICITY (STREET LTS)	55,943.92	4,419.52	60,000.00	55,580.48	7.4
10-66-621 ELECTRICITY	1,515.82	.00	14,400.00	14,400.00	.0
10-66-622 TELEPHONE	39.81	5.49	650.00	644.51	.8
10-66-623 HEATING FUEL	4,387.96	.00	10,000.00	10,000.00	.0
10-66-626 WATER/SEWER/GARBAGE	3,374.28	.00	.00	.00	.0
10-66-627 STAFF CELLULAR PHONES	1,022.90	105.76	1,680.00	1,574.24	6.3
10-66-647 STREET LIGHT MT & POLE RENTAL	20,992.63	.00	19,000.00	19,000.00	.0
10-66-661 VEHICLE MAINT/REPAIR	103,063.90	9,703.83	150,158.00	140,454.17	6.5
10-66-669 OTHER PURCHASED SERVICES	3,668.19	682.92	10,000.00	9,317.08	6.8
10-66-683 MINOR EQUIPMENT	3,314.51	.00	7,000.00	7,000.00	.0
10-66-690 CAPITAL PROJECT EXPENDITURES	103,948.80	.00	.00	.00	.0
10-66-691 CAP EXP ASPHALT KETTLE 01	24,131.36	.00	.00	.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	19,250.00	.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)	725,496.20	373,959.20	375,000.00	1,040.80	99.7
10-66-774 SEAWALL PIPE	92,013.60	.00	.00	.00	.0
10-66-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
10-66-996 ADMIN OVERHEAD-IT SVCS	12,573.72	.00	14,256.00	14,256.00	.0
TOTAL PW-STREETS & ROADS	2,234,431.98	519,429.12	2,286,881.00	1,767,451.88	22.7

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	303,066.24	41,524.82	321,851.00	280,326.18	12.9
10-70-502 OVERTIME	51,867.71	5,417.78	30,750.00	25,332.22	17.6
10-70-508 LEAVE CASHOUT	758.63	758.63	15,441.00	14,682.37	4.9
10-70-510 SOCIAL SECURITY EXPENSE	1,215.22	175.14	1,746.00	1,570.86	10.0
10-70-511 MEDICARE FICA	5,327.01	708.11	5,113.00	4,404.89	13.9
10-70-512 EMPLOYEE GROUP BENEFITS	119,414.23	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	12,588.00	.00	15,321.00	15,321.00	.0
10-70-518 PERS	73,792.37	9,705.90	77,572.00	67,866.10	12.5
10-70-519 UTILITY BENEFIT	13,293.37	.00	23,028.00	23,028.00	.0
10-70-545 TRAINING/TRAVEL	1,400.00	.00	8,000.00	8,000.00	.0
10-70-561 SUPPLIES	2,254.10	.00	2,000.00	2,000.00	.0
10-70-562 MATERIALS	88.00	.00	2,000.00	2,000.00	.0
10-70-563 WEARING APPAREL	2,390.97	.00	5,000.00	5,000.00	.0
10-70-566 CLEANUP GREENUP SUPPLIES	400.00	.00	700.00	700.00	.0
10-70-580 BOILER EXPENSE	16,749.01	57.07	25,000.00	24,942.93	.2
10-70-590 GLYCOL SUPPLIES	4,998.00	.00	6,000.00	6,000.00	.0
10-70-591 CARPENTRY EXPENSE	7,103.36	157.80	15,000.00	14,842.20	1.1
10-70-592 PLUMBING SUPPLIES	5,630.28	74.46	6,000.00	5,925.54	1.2
10-70-593 ELECTRICAL SUPPLIES	14,077.41	1,479.32	8,000.00	6,520.68	18.5
10-70-594 PAINT SUPPLIES	2,545.02	.00	3,000.00	3,000.00	.0
10-70-595 BOARDWALK REPAIR SUPPLIES	2,915.92	.00	7,000.00	7,000.00	.0
10-70-601 VEHICLE MT. (PARTS & TOOLS)	2,169.27	.00	5,000.00	5,000.00	.0
10-70-602 GASOLINE/DIESEL/OIL	10,020.85	1,244.79	7,200.00	5,955.21	17.3
10-70-621 ELECTRICITY	17,415.72	1,375.78	14,400.00	13,024.22	9.6
10-70-622 TELEPHONE	172.04	29.42	100.00	70.58	29.4
10-70-623 HEATING FUEL	45,667.19	.00	36,000.00	36,000.00	.0
10-70-626 WATER/SEWER/GARBAGE	18,231.45	.00	17,400.00	17,400.00	.0
10-70-627 STAFF CELLULAR PHONES	867.31	105.76	1,680.00	1,574.24	6.3
10-70-661 VEHICLE MAINT/REPAIR	5,807.22	.00	6,006.00	6,006.00	.0
10-70-662 WIND TURBINE CONTRACT	4,654.83	.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	18,237.70	279.48	25,000.00	24,720.52	1.1
10-70-669 OTHER PURCHASED SERVICES	43,908.52	6,294.58	40,000.00	33,705.42	15.7
10-70-683 MINOR EQUIPMENT	13,483.78	43.65	17,000.00	16,956.35	.3
10-70-690 CAPITAL EXPENDITURES	12,799.92	11,464.89	1,953,138.00	1,941,673.11	.6
10-70-721 INSURANCE	6,691.63	.00	11,937.00	11,937.00	.0
10-70-776 4TH OF JULY	2,400.00	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	(246,571.46)	.00	(306,194.00)	(306,194.00)	.0
10-70-996 ADMIN OVERHEAD-IT SVCS	23,931.24	.00	27,126.00	27,126.00	.0
TOTAL PROPERTY MAINTENANCE	621,762.06	98,570.28	2,574,804.00	2,476,233.72	3.8
<u>COMMUNITY SERVICE</u>					
10-72-745 LIBRARY CONTRIBUTION	72,600.00	.00	67,600.00	67,600.00	.0
10-72-760 COMMUNITY ACTION GRANT	94,988.49	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	167,588.49	11,000.00	299,600.00	288,600.00	3.7

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>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	10,454,118.95	1,622,754.24	14,022,429.00	12,399,674.76	11.6
NET REVENUE OVER EXPENDITURES	1,131,836.86	(676,894.65)	(14,022,429.00)	(13,345,534.35)	(4.8)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

BPD EVIDENCE HOLDING ACCT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 49</u>					
14-49-487 INVESTMENT INCOME	1,734.84	.00	.00	.00	.0
TOTAL SOURCE 49	1,734.84	.00	.00	.00	.0
TOTAL FUND REVENUE	1,734.84	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	1,734.84	.00	.00	.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

POLICE ASSET FORFEITURE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
MISCELLANEOUS REVENUE					
16-49-487 INVESTMENT INCOME	1.62	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	1.62	.00	.00	.00	.0
TOTAL FUND REVENUE	1.62	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	1.62	.00	.00	.00	.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
NET REVENUE OVER 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	6,100.10	1,680.00	.00	(1,680.00)	.0
TOTAL CITY SHOP FLOOR REPAIR	6,100.10	1,680.00	.00	(1,680.00)	.0
TOTAL FUND EXPENDITURES	6,100.10	1,680.00	.00	(1,680.00)	.0
NET REVENUE OVER EXPENDITURES	(6,100.10)	(1,680.00)	.00	1,680.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

PARKS DEVELOPMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
26-42-415 40 CHARACTERS	83,000.00	.00	.00	.00	.0
TOTAL SOURCE 42	83,000.00	.00	.00	.00	.0
TOTAL FUND REVENUE	83,000.00	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

PARKS DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS DEVELOPMENT</u>					
26-50-690 PARK DEVELOPMENT	165,627.03	.00	.00	.00	.0
TOTAL PARKS DEVELOPMENT	165,627.03	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	165,627.03	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	(82,627.03)	.00	.00	.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

COMMUNITY SERVICE PATROL GRANT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
27-42-415 GRANT REVENUE	270,250.20	.00	.00	.00	.0
TOTAL SOURCE 42	270,250.20	.00	.00	.00	.0
TOTAL FUND REVENUE	270,250.20	.00	.00	.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
CSP PROGRAM					
27-50-501 SALARIES	164,571.56	23,895.28	149,286.00	125,390.72	16.0
27-50-502 OVERTIME	12,781.72	950.42	10,000.00	9,049.58	9.5
27-50-508 LEAVE CASHOUT	9,718.13	.00	7,042.00	7,042.00	.0
27-50-511 MEDICARE FICA	2,861.08	374.64	2,310.00	1,935.36	16.2
27-50-512 EMPLOYEE GROUP BENEFITS	56,008.76	3,650.76	72,324.00	68,673.24	5.1
27-50-515 UNEMPLOYMENT	74.38	.00	2,131.00	2,131.00	.0
27-50-516 WORKMEN'S COMP	3,408.00	.00	8,568.00	8,568.00	.0
27-50-518 PERS	39,017.74	5,466.05	35,043.00	29,576.95	15.6
27-50-519 UTILITY BENEFIT	973.20	.00	13,680.00	13,680.00	.0
27-50-561 SUPPLIES	2,478.22	.00	1,500.00	1,500.00	.0
27-50-563 WEARING APPAREL	2,249.89	.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	6,923.27	1,125.05	3,431.00	2,305.95	32.8
27-50-627 STAFF CELLULAR PHONES	454.21	105.76	500.00	394.24	21.2
27-50-683 MINOR EQUIPMENT	1,337.21	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	302,857.37	36,206.17	344,027.00	307,820.83	10.5
TOTAL FUND EXPENDITURES	302,857.37	36,206.17	344,027.00	307,820.83	10.5
NET REVENUE OVER EXPENDITURES	(32,607.17)	(36,206.17)	(344,027.00)	(307,820.83)	(10.5)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

VOL. FIRE ASSISTANCE-DOF

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
33-42-413 VOL FIRE ASSISTANCE GRANT REV	(1,015.65)	.00	.00	.00	.0
TOTAL SOURCE 42	(1,015.65)	.00	.00	.00	.0
TOTAL FUND REVENUE	(1,015.65)	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

VOL. FIRE ASSISTANCE-DOF

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
DEPARTMENT 51					
33-51-683 MINOR EQUIP	2,739.60	.00	.00	.00	.0
TOTAL DEPARTMENT 51	2,739.60	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	2,739.60	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	(3,755.25)	.00	.00	.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
40-42-414 DELTA WOMEN'S GROUP GRANT	(581.00)	.00	.00	.00	.0
40-42-415 CAG	(344.00)	.00	.00	.00	.0
TOTAL SOURCE 42	(925.00)	.00	.00	.00	.0
SOURCE 43					
40-43-430 PRO-SHOP REVENUE	36,843.00	.00	44,100.00	44,100.00	.0
40-43-435 CONCESSION REVENUE	62,320.00	.00	64,900.00	64,900.00	.0
40-43-460 ENTRY FEE	81,340.00	.00	115,730.00	115,730.00	.0
40-43-463 FACILITY RENTAL	55,868.00	.00	42,075.00	42,075.00	.0
40-43-465 PROGRAM FEES	51,856.00	.00	83,318.00	83,318.00	.0
TOTAL SOURCE 43	288,227.00	.00	350,123.00	350,123.00	.0
TRANSFERS IN					
40-46-412 LOCAL SOURCES-SALES TAX REV	.00	.00	538,513.00	538,513.00	.0
40-46-413 LOCAL SOURCES-ALCOHOLTAX REV	.00	.00	16,665.00	16,665.00	.0
40-46-414 WELLNESS PROGRAM	219,828.00	.00	394,655.00	394,655.00	.0
TOTAL TRANSFERS IN	219,828.00	.00	949,833.00	949,833.00	.0
MISCELLANEOUS					
40-49-487 INVESTMENT INCOME	.00	.00	50,000.00	50,000.00	.0
TOTAL MISCELLANEOUS	.00	.00	50,000.00	50,000.00	.0
TOTAL FUND REVENUE	507,130.00	.00	1,349,956.00	1,349,956.00	.0

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	1,591.13	209.61	2,400.00	2,190.39	8.7
40-50-621 ELECTRICITY	130,290.42	16,748.56	117,000.00	100,251.44	14.3
40-50-622 TELEPHONE	1,430.26	201.82	750.00	548.18	26.9
40-50-623 HEATING FUEL	178,065.69	14,731.14	240,000.00	225,268.86	6.1
40-50-624 WATER/SEWER/GARBAGE	51,638.19	.00	55,000.00	55,000.00	.0
40-50-646 CONTRACTOR'S FEES	991,641.51	.00	1,044,704.00	1,044,704.00	.0
40-50-649 PROFESSIONAL SVS	132,183.37	.00	148,526.00	148,526.00	.0
40-50-661 VEHICL MAINT/REPAIR	16.79	.00	1,000.00	1,000.00	.0
40-50-662 PROP MAINT	37,359.31	.00	.00	.00	.0
40-50-669 OTHER PURCHASED SERVICES	2,507.37	2,366.94	25,160.00	22,793.06	9.4
40-50-683 MINOR EQUIPMENT	845.07	.00	.00	.00	.0
40-50-699 CAPITAL EXP-SERVER DOMAIN	13,878.02	.00	.00	.00	.0
40-50-721 INSURANCE	35,750.00	.00	63,692.00	63,692.00	.0
40-50-996 ADMIN OVERHEAD-IT SVCS	37,184.76	.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	21,059.00	.00	25,362.00	25,362.00	.0
TOTAL LOCAL FUNDED EXPENDITURES	1,635,440.89	34,258.07	1,812,161.00	1,777,902.93	1.9
TOTAL FUND EXPENDITURES	1,635,440.89	34,258.07	1,812,161.00	1,777,902.93	1.9
NET REVENUE OVER EXPENDITURES	(1,128,310.89)	(34,258.07)	(462,205.00)	(427,946.93)	(7.4)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

E-911 SYSTEM/SURCHARGE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>E-911 SURCHARGE</u>					
41-42-411 SURCHARGE FROM UNITED UTL	170,922.91	23,851.80	144,000.00	120,148.20	16.6
TOTAL E-911 SURCHARGE	170,922.91	23,851.80	144,000.00	120,148.20	16.6
TOTAL FUND REVENUE	170,922.91	23,851.80	144,000.00	120,148.20	16.6

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	46,064.89	11,706.45	56,847.00	45,140.55	20.6
41-50-502 OVERTIME	7,877.48	2,835.17	.00	(2,835.17)	.0
41-50-508 LEAVE CASHOUT	.00	.00	2,198.00	2,198.00	.0
41-50-511 MEDICARE FICA	784.62	210.13	824.00	613.87	25.5
41-50-512 EMPLOYEE GROUP BENEFITS	9,081.84	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	1,056.00	.00	215.00	215.00	.0
41-50-518 PERS	11,867.34	3,199.17	12,929.00	9,729.83	24.7
41-50-519 UTILITY BENEFIT	368.83	.00	4,560.00	4,560.00	.0
41-50-649 OTHER PROFESSIONAL SRVS	66,109.45	26,665.75	35,500.00	8,834.25	75.1
41-50-669 OTHER PURCHASED SERVICES	17,837.69	259.57	5,000.00	4,740.43	5.2
41-50-721 INSURANCE	1,136.63	.00	2,041.00	2,041.00	.0
41-50-732 RENTS & LEASES	5,600.00	800.00	4,800.00	4,000.00	16.7
TOTAL E-911 SERVICES	167,784.77	48,110.08	152,425.00	104,314.92	31.6
TOTAL FUND EXPENDITURES	167,784.77	48,110.08	152,425.00	104,314.92	31.6
NET REVENUE OVER EXPENDITURES	3,138.14	(24,258.28)	(8,425.00)	15,833.28	(287.9)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

SOA SEWAGE LAGOON

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
42-42-413 REVENUE-GRANT	322,104.62	.00	.00	.00	.0
TOTAL SOURCE 42	322,104.62	.00	.00	.00	.0
TOTAL FUND REVENUE	322,104.62	.00	.00	.00	.0

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
<u>SEWAGE LAGOON</u>					
42-50-501 SALARIES	943.32	108.36	.00	(108.36)	.0
42-50-508 PTO PO	68.51	.00	.00	.00	.0
42-50-511 MEDICARE FICA	14.72	1.58	.00	(1.58)	.0
42-50-512 EMPLOYEE GROUP BENEFITS	178.97	42.64	.00	(42.64)	.0
42-50-518 PERS	207.62	23.84	.00	(23.84)	.0
42-50-646 CONTRACTOR FEES	122,573.16	.00	.00	.00	.0
TOTAL SEWAGE LAGOON	123,986.30	176.42	.00	(176.42)	.0
TOTAL FUND EXPENDITURES	123,986.30	176.42	.00	(176.42)	.0
NET REVENUE OVER EXPENDITURES	198,118.32	(176.42)	.00	176.42	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

INSTITUTIONAL CORRIDOR PROJECT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>STATE GRANT REVENUE</u>					
45-42-411 REVENUE-STATE	3,945,878.17	.00	.00	.00	.0
TOTAL STATE GRANT REVENUE	3,945,878.17	.00	.00	.00	.0
TOTAL FUND REVENUE	3,945,878.17	.00	.00	.00	.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	82.10	3.72	.00	(3.72)	.0
45-50-508 PTO PO	24.81	.00	.00	.00	.0
45-50-511 MEDICARE FICA	1.44	.04	.00	(.04)	.0
45-50-512 EMPLOYEE GROUP BENEFITS	6.17	1.48	.00	(1.48)	.0
45-50-518 PERS	18.08	.84	.00	(.84)	.0
45-50-562 MATERIALS	1,654.12	.00	.00	.00	.0
45-50-643 ENGINEERING FEES	151,022.06	.00	.00	.00	.0
45-50-646 IC-SOA GRANT	3,394,838.96	.00	300,000.00	300,000.00	.0
45-50-669 OTHER PURCHASED SERVICES	1,170.51	.00	.00	.00	.0
TOTAL INSTITUTIONAL CORRIDOR PROJECT	3,548,818.25	6.08	300,000.00	299,993.92	.0
TOTAL FUND EXPENDITURES	3,548,818.25	6.08	300,000.00	299,993.92	.0
NET REVENUE OVER EXPENDITURES	397,059.92	(6.08)	(300,000.00)	(299,993.92)	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

PUBLIC SAFETY BUILDING-CAP PRJ

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>STATE FUNDING</u>					
46-42-412 SOA PD DISPATCH SYS GRANT REV	17,498.41	.00	.00	.00	.0
TOTAL STATE FUNDING	17,498.41	.00	.00	.00	.0
TOTAL FUND REVENUE	17,498.41	.00	.00	.00	.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
<u>SOA POLICE DISPATCH SYS GRANT</u>					
46-51-501 SALARIES	462.16	64.52	.00	(64.52)	.0
46-51-508 LEAVE CASHOUT	86.39	40.33	.00	(40.33)	.0
46-51-511 MEDICARE FICA	7.73	1.46	.00	(1.46)	.0
46-51-512 EMPLOYEE GROUP BENEFITS	41.81	28.68	.00	(28.68)	.0
46-51-518 PERS	101.66	14.20	.00	(14.20)	.0
TOTAL SOA POLICE DISPATCH SYS GRANT	699.75	149.19	.00	(149.19)	.0
TOTAL FUND EXPENDITURES	699.75	149.19	.00	(149.19)	.0
NET REVENUE OVER EXPENDITURES	16,798.66	(149.19)	.00	149.19	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOLID WASTE & RECYLING</u>					
50-44-412 COMMERCIAL GARBAGE PICKUP	806,415.15	61,380.58	762,976.00	701,595.42	8.0
50-44-413 RESIDENTIAL GARBAGE PICKUP	357,155.66	27,710.88	325,987.00	298,276.12	8.5
50-44-416 LANDFILL DUMP FEE	113,660.00	16,980.00	92,826.00	75,846.00	18.3
TOTAL SOLID WASTE & RECYLING	1,277,230.81	106,071.46	1,181,789.00	1,075,717.54	9.0
TOTAL FUND REVENUE	1,277,230.81	106,071.46	1,181,789.00	1,075,717.54	9.0

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
HAULED REFUSE					
50-70-501 SALARIES	140,890.43	19,776.01	227,153.00	207,376.99	8.7
50-70-502 OVERTIME	7,190.81	501.82	10,250.00	9,748.18	4.9
50-70-508 LEAVE CASHOUT	.00	.00	5,586.00	5,586.00	.0
50-70-511 MEDICARE FICA	2,173.45	294.82	3,442.00	3,147.18	8.6
50-70-512 EMPLOYEE GROUP BENEFITS	31,866.26	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	4,140.00	.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	32,597.02	4,461.14	.00	(4,461.14)	.0
50-70-519 UTILITY BENEFIT	4,888.02	.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	799.49	.00	500.00	500.00	.0
50-70-563 WEARING APPAREL	135.85	.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	10,061.13	881.26	20,000.00	19,118.74	4.4
50-70-602 GASOLINE / DIESEL / OIL	14,401.34	.00	21,600.00	21,600.00	.0
50-70-661 VEHICLE MAINT/REPAIRS	47,673.63	.00	75,079.00	75,079.00	.0
50-70-669 OTHER PURCHASED SERVICES	245.16	245.16	500.00	254.84	49.0
50-70-683 MINOR EQUIPMENT	32,339.21	.00	.00	.00	.0
50-70-691 4 YD DUMPSTERS	.00	.00	40,000.00	40,000.00	.0
50-70-721 INSURANCE	3,666.63	.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	30,393.00	.00	62,250.00	62,250.00	.0
TOTAL HAULED REFUSE	363,461.43	29,451.09	606,711.00	577,259.91	4.9

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	182,052.04	26,812.55	150,632.00	123,819.45	17.8
50-71-502 OVERTIME	16,174.49	5,356.37	10,250.00	4,893.63	52.3
50-71-508 LEAVE CASHOUT	8,055.48	.00	7,055.00	7,055.00	.0
50-71-510 SOCIAL SECURITY EXPENSE	571.47	432.76	.00	(432.76)	.0
50-71-511 MEDICARE FICA	2,992.66	467.19	2,333.00	1,865.81	20.0
50-71-512 EMPLOYEE GROUP BENEFITS	34,747.86	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	3,348.00	.00	4,905.00	4,905.00	.0
50-71-518 PERS	41,601.14	5,541.56	35,394.00	29,852.44	15.7
50-71-519 UTILITY BENEFIT	507.93	.00	10,488.00	10,488.00	.0
50-71-545 TRAINING/TRAVEL	268.00	.00	3,000.00	3,000.00	.0
50-71-561 SUPPLIES	40,866.48	151.81	5,000.00	4,848.19	3.0
50-71-563 WEARING APPAREL	276.46	.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	8,946.05	1,655.46	10,000.00	8,344.54	16.6
50-71-602 GASOLINE / DIESEL / OIL	13,640.78	2,983.40	12,000.00	9,016.60	24.9
50-71-621 ELECTRICITY	3,492.03	241.34	3,000.00	2,758.66	8.0
50-71-623 HEATING FUEL	4,023.19	.00	3,600.00	3,600.00	.0
50-71-627 STAFF CELLULAR PHONES	511.46	52.88	840.00	787.12	6.3
50-71-649 ENGINEERING SERVICES	57,800.00	.00	.00	.00	.0
50-71-661 VEHICLE MAINT/REPAIRS	68,513.04	14.36	75,079.00	75,064.64	.0
50-71-662 PROPERTY MAINT	22,415.59	.00	27,836.00	27,836.00	.0
50-71-669 OTHER PURCHASED SERVICES	20,704.00	1,365.84	5,000.00	3,634.16	27.3
50-71-683 MINOR EQUIPMENT	3,428.69	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	70,191.89	.00	70,000.00	70,000.00	.0
50-71-721 INSURANCE	3,666.63	.00	6,525.00	6,525.00	.0
50-71-724 DUES & SUBSCRIPTION	40.00	.00	50.00	50.00	.0
50-71-996 ADMIN OVERHEAD-IT SVCS	13,659.76	.00	15,494.00	15,494.00	.0
50-71-998 ADMINISTRATIVE OVERHEAD-GF	37,412.00	.00	47,560.00	47,560.00	.0
TOTAL LANDFILL OPERATIONS	659,907.12	49,979.89	1,454,078.00	1,404,098.11	3.4
TOTAL FUND EXPENDITURES	1,023,368.55	79,430.98	2,060,789.00	1,981,358.02	3.9
NET REVENUE OVER EXPENDITURES	253,862.26	26,640.48	(879,000.00)	(905,640.48)	3.0

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	3,163,496.25	253,981.96	2,798,807.00	2,544,825.04	9.1
51-42-412 METERED PIPED WATER COMM.	520,460.31	22,393.62	1,035,290.00	1,012,896.38	2.2
51-42-414 UNMETERED PIPED WTR RESID	910,892.65	72,850.28	808,639.00	735,788.72	9.0
51-42-416 CONTRACT WATER	10,160.00	.00	10,675.00	10,675.00	.0
51-42-436 PUMPHOUSE WATER	27,620.67	6,826.90	18,859.00	12,032.10	36.2
TOTAL WATER	4,632,629.88	356,052.76	4,672,270.00	4,316,217.24	7.6
<u>SEWER</u>					
51-43-411 TRUCKED SEWER (EVAC/HB)	1,739,297.83	138,613.78	1,648,000.00	1,509,386.22	8.4
51-43-412 METERED PIPED SEWER COMM.	2,590,152.54	1,899,205.00	867,887.00	(1,031,318.00)	218.8
51-43-414 UNMETERED PIPED SEWER RES	269,931.47	21,512.68	242,255.00	220,742.32	8.9
51-43-416 CONTRACT SEWER	16,648.32	523.94	24,828.00	24,304.06	2.1
TOTAL SEWER	4,616,030.16	2,059,855.40	2,782,970.00	723,114.60	74.0
<u>MISCELLANEOUS</u>					
51-45-434 UTILITY PENALTY/INTEREST	23,683.95	1,825.11	38,163.00	36,337.89	4.8
51-45-435 RECONNECT FEES	4,489.56	70.00	2,758.00	2,688.00	2.5
51-45-450 SENIOR DISCOUNT	(55,083.75)	(4,242.74)	46,000.00	50,242.74	(9.2)
51-45-467 NSF CHECKS AND FEES	185.00	35.00	130.00	95.00	26.9
51-45-468 UTILITY INSPECTION FEES	2,768.83	380.00	2,000.00	1,620.00	19.0
51-45-471 WATER SUBSCRIPTION FEES	15,089.94	15,089.94	168,395.00	153,305.06	9.0
51-45-472 SEWER SUBSCRIPTION FEES	15,970.59	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	7,104.12	29,127.90	450,874.00	421,746.10	6.5
<u>MISCELLANEOUS</u>					
51-49-466 CASH OVER/SHORT	290.45	60.00	100.00	40.00	60.0
51-49-495 MISCELLANEOUS INCOME	3,844.40	178.57	3,226.00	3,047.43	5.5
TOTAL MISCELLANEOUS	4,134.85	238.57	3,326.00	3,087.43	7.2
TOTAL FUND REVENUE	9,259,899.01	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	87,119.51	11,856.81	90,127.00	78,270.19	13.2
51-80-502 OVERTIME	443.53	44.68	1,025.00	980.32	4.4
51-80-508 LEAVE CASHOUT	.00	.00	4,396.00	4,396.00	.0
51-80-511 MEDICARE FICA	1,319.53	171.85	1,322.00	1,150.15	13.0
51-80-512 GROUP HEALTH INSURANCE	25,794.83	2,433.84	42,189.00	39,755.16	5.8
51-80-515 UNEMPLOYMENT	1,283.70	.00	1,322.00	1,322.00	.0
51-80-516 WORKERS' COMPENSATION	492.00	.00	244.00	244.00	.0
51-80-518 PERS	19,338.46	2,618.33	20,053.00	17,434.67	13.1
51-80-519 UTILITY BENEFIT	4,843.42	.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	2,571.00	.00	4,000.00	4,000.00	.0
51-80-649 ONLINE BILL PAY	3,199.86	.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	916.63	.00	932.00	932.00	.0
51-80-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-80-733 POSTAGE	16,158.78	2,699.96	13,000.00	10,300.04	20.8
51-80-736 BANK CHARGES	42,722.30	.00	36,500.00	36,500.00	.0
51-80-777 PROJECT-BOILER & HVAC REBUILD	439,660.57	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	12,573.72	.00	14,256.00	14,256.00	.0
51-80-998 ADMINISTRATIVE OVERHEAD-GF	22,776.00	.00	28,839.00	28,839.00	.0
TOTAL UTILITY BILLING	681,213.84	20,910.47	273,685.00	252,774.53	7.6

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 WATER</u>					
51-81-501 SALARIES	496,109.27	68,460.84	463,487.00	395,026.16	14.8
51-81-502 OVERTIME	169,113.10	20,256.86	125,000.00	104,743.14	16.2
51-81-508 LEAVE CASHOUT	10,588.71	.00	22,313.00	22,313.00	.0
51-81-511 MEDICARE	10,107.03	1,325.97	8,533.00	7,207.03	15.5
51-81-512 EMPLOYEE GROUP BENEFITS	187,474.45	31,420.48	210,945.00	179,524.52	14.9
51-81-515 UNEMPLOYMENT	1,564.64	.00	6,379.00	6,379.00	.0
51-81-516 WORKERS' COMPENSATION	17,712.00	.00	15,202.00	15,202.00	.0
51-81-518 PERS	146,368.01	19,517.91	129,467.00	109,949.09	15.1
51-81-519 UTILITY BENEFIT	29,058.62	.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	2,546.34	.00	10,000.00	10,000.00	.0
51-81-563 WEARING APPAREL	6,259.96	178.80	10,000.00	9,821.20	1.8
51-81-600 TIRES	41,000.00	.00	42,000.00	42,000.00	.0
51-81-601 VEHICLE MT. (PARTS & TOOLS)	111,939.86	8,862.74	180,000.00	171,137.26	4.9
51-81-602 GASOLINE/DIESEL/OIL	104,341.50	1,411.60	120,000.00	118,588.40	1.2
51-81-621 ELECTRICITY	7,937.82	.00	10,500.00	10,500.00	.0
51-81-622 TELEPHONE	39.81	5.49	650.00	644.51	.8
51-81-623 HEATING FUEL	17,058.26	.00	14,500.00	14,500.00	.0
51-81-626 WATER/SEWER/GARBAGE	8,522.53	.00	8,500.00	8,500.00	.0
51-81-627 STAFF CELLULAR PHONES	986.89	105.76	840.00	734.24	12.6
51-81-650 LAB TESTS	2,050.00	250.00	5,000.00	4,750.00	5.0
51-81-661 VEHICLE MAINT/REPAIR	197,703.40	.00	310,326.00	310,326.00	.0
51-81-662 PROPERTY MAINT	37,359.31	.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	4,847.74	4,602.74	5,000.00	397.26	92.1
51-81-683 MINOR EQUIPMENT	3,308.55	1,265.64	4,000.00	2,734.36	31.6
51-81-690 WATER TRUCKS	225,000.00	.00	.00	.00	.0
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	48,823.99	.00	86,739.00	86,739.00	.0
51-81-722 INSURANCE-DED EXP & OTHER	10,920.78	439.90	10,000.00	9,560.10	4.4
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
51-81-777 CONTAMINATED SOIL PROCESSING	62.11	.00	.00	.00	.0
51-81-799 MISCELLANEOUS	313.14	.00	2,000.00	2,000.00	.0
51-81-996 ADMIN OVERHEAD-IT SVCS	11,963.62	.00	13,563.00	13,563.00	.0
51-81-998 ADMINISTRATIVE OVERHEAD-GF	117,015.00	.00	174,623.00	174,623.00	.0
TOTAL HAULED WATER	2,028,276.44	158,284.73	3,700,201.00	3,541,916.27	4.3

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	182,227.35	18,909.47	167,422.00	148,512.53	11.3
51-82-502 OVERTIME	44,447.93	4,543.97	30,750.00	26,206.03	14.8
51-82-508 LEAVE CASHOUT	4,647.43	.00	7,575.00	7,575.00	.0
51-82-511 MEDICARE	3,417.75	343.22	2,874.00	2,530.78	11.9
51-82-512 EMPLOYEE GROUP BENEFITS	47,837.23	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	49,906.75	5,159.76	43,598.00	38,438.24	11.8
51-82-519 UTILITY BENEFIT	4,978.28	.00	10,488.00	10,488.00	.0
51-82-545 TRAINING/TRAVEL	6,085.70	.00	5,000.00	5,000.00	.0
51-82-561 SUPPLIES	5,780.16	441.50	6,000.00	5,558.50	7.4
51-82-563 WEARING APPAREL	2,619.00	75.00	3,000.00	2,925.00	2.5
51-82-592 PLUMBING SUPPLIES	24,590.72	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)	14,004.08	2,479.99	8,000.00	5,520.01	31.0
51-82-602 GASOLINE/DIESEL/OIL	9,448.62	1,706.59	15,000.00	13,293.41	11.4
51-82-621 ELECTRICITY-UTIL MT SHOP	3,244.35	264.22	5,500.00	5,235.78	4.8
51-82-622 TELEPHONE	128.36	10.98	100.00	89.02	11.0
51-82-623 HEATING FUEL	23,971.36	449.84	25,000.00	24,550.16	1.8
51-82-626 WATER/SEWER/GARB	510.78	.00	600.00	600.00	.0
51-82-627 STAFF CELLULAR PHONES	869.10	105.76	1,680.00	1,574.24	6.3
51-82-649 ENGINEERING SERVICES	36,087.10	.00	25,000.00	25,000.00	.0
51-82-661 VEHICLE MAINT/REPAIR	1,906.96	.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	768.34	122.58	1,500.00	1,377.42	8.2
51-82-683 MINOR EQUIPMENT	35,645.84	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	3,758.37	.00	6,646.00	6,646.00	.0
51-82-727 ADVERTISING	931.43	17.25	1,000.00	982.75	1.7
51-82-735 FINANCE CHARGES/PENALTIES	41,250.00	41,250.00	.00 (	41,250.00)	.0
51-82-996 ADMIN OVERHEAD-IT SVCS	13,050.66	.00	14,801.00	14,801.00	.0
51-82-998 ADMINISTRATIVE OVERHEAD-GF	43,759.00	.00	77,228.00	77,228.00	.0
TOTAL PIPED WATER	605,872.65	83,324.19	629,666.00	546,341.81	13.2

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
BETHEL HTS WTR TREATMENT					
51-83-501 SALARIES	151,826.47	21,374.32	124,086.00	102,711.68	17.2
51-83-502 OVERTIME	38,692.73	4,185.62	35,875.00	31,689.38	11.7
51-83-508 LEAVE CASHOUT	17,029.46	4,104.62	5,757.00	1,652.38	71.3
51-83-511 MEDICARE	963.49	131.17	2,319.00	2,187.83	5.7
51-83-512 EMPLOYEE GROUP BENEFITS	29,635.29	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	41,933.19	5,623.18	35,192.00	29,568.82	16.0
51-83-519 UTILITY BENEFIT	8,623.71	.00	7,980.00	7,980.00	.0
51-83-545 TRAINING/TRAVEL	2,001.65	.00	4,000.00	4,000.00	.0
51-83-561 SUPPLIES	1,607.02	.00	4,000.00	4,000.00	.0
51-83-563 WEARING APPAREL	425.93	.00	1,500.00	1,500.00	.0
51-83-567 CHEMICALS	77,968.23	25,034.80	55,000.00	29,965.20	45.5
51-83-592 PLUMBING SUPPLIES	2,572.11	.00	5,000.00	5,000.00	.0
51-83-621 ELECTRICITY (PUMPHOUSE)	86,619.75	7,478.49	90,000.00	82,521.51	8.3
51-83-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-83-623 HEATING FUEL (PUMPHOUSE)	126,396.05	6,450.71	130,000.00	123,549.29	5.0
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	2,217.75	305.00	12,000.00	11,695.00	2.5
51-83-661 VEHICLE MAINT/REPAIR	1,906.96	.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	6,024.67	.00	10,000.00	10,000.00	.0
51-83-683 MINOR EQUIPMENT	23,547.82	.00	25,000.00	25,000.00	.0
51-83-721 INSURANCE	12,100.00	.00	21,729.00	21,729.00	.0
51-83-727 ADVERTISING	559.57	.00	500.00	500.00	.0
51-83-772 PROJECT EXPENSES	49,924.50	.00	50,000.00	50,000.00	.0
51-83-996 ADMIN OVERHEAD-IT SVCS	12,444.56	.00	14,108.00	14,108.00	.0
51-83-998 ADMINISTRATIVE OVERHEAD-GF	35,918.00	.00	44,249.00	44,249.00	.0
TOTAL BETHEL HTS WTR TREATMENT	730,938.91	80,717.37	737,362.00	656,644.63	11.0

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	164,993.03	14,379.48	189,169.00	174,789.52	7.6
51-84-502 OVERTIME	42,365.71	5,155.47	35,875.00	30,719.53	14.4
51-84-508 LEAVE CASHOUT	23,089.99	.00	8,932.00	8,932.00	.0
51-84-511 MEDICARE	3,421.24	290.61	3,263.00	2,972.39	8.9
51-84-512 EMPLOYEE GROUP BENEFITS	44,005.81	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	45,637.86	4,297.69	49,510.00	45,212.31	8.7
51-84-519 UTILITY BENEFIT	5,294.51	.00	12,540.00	12,540.00	.0
51-84-545 TRAINING/TRAVEL	1,410.75	.00	5,000.00	5,000.00	.0
51-84-561 SUPPLIES	1,650.49	.00	2,500.00	2,500.00	.0
51-84-563 WEARING APPAREL	779.94	.00	1,500.00	1,500.00	.0
51-84-567 CHEMICALS	191,576.77	78,104.38	100,000.00	21,895.62	78.1
51-84-592 PLUMBING SUPPLIES	798.72	.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	254.96	47.97	1,000.00	952.03	4.8
51-84-621 ELECTRICITY (CS WTF)	71,266.83	11,158.32	60,000.00	48,841.68	18.6
51-84-622 TELEPHONE	39.81	5.49	100.00	94.51	5.5
51-84-623 HEATING FUEL(CS WTF)	104,640.45	12,774.30	150,000.00	137,225.70	8.5
51-84-650 LAB TESTS	10,637.11	2,862.19	10,000.00	7,137.81	28.6
51-84-661 VEHICLE MAINT (ISF)	1,906.96	.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	2,115.49	122.58	5,000.00	4,877.42	2.5
51-84-683 MINOR EQUIPMENT	12,017.50	.00	20,000.00	20,000.00	.0
51-84-721 INSURANCE	7,608.37	.00	13,560.00	13,560.00	.0
51-84-727 ADVERTISING	500.00	.00	.00	.00	.0
51-84-772 PROJECT EXPENSES	49,624.50	.00	.00	.00	.0
51-84-996 ADMIN OVERHEAD-IT SVCS	13,658.76	.00	15,494.00	15,494.00	.0
51-84-998 ADMINISTRATIVE OVERHEAD-GF	50,853.00	.00	63,841.00	63,841.00	.0
TOTAL CITY SUB WTR TREATMENT	850,148.56	134,860.26	831,351.00	696,490.74	16.2

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	501,608.29	56,732.12	524,733.00	468,000.88	10.8
51-85-502 OVERTIME	136,458.76	10,532.16	125,000.00	114,467.84	8.4
51-85-508 LEAVE CASHOUT	9,688.02	907.73	25,301.00	24,393.27	3.6
51-85-511 MEDICARE	9,638.56	1,022.75	9,421.00	8,398.25	10.9
51-85-512 EMPLOYEE GROUP BENEFITS	247,243.97	38,736.12	234,571.00	195,834.88	16.5
51-85-515 UNEMPLOYMENT (	131.00)	.00	6,910.00	6,910.00	.0
51-85-516 WORKERS' COMPENSATION	17,568.00	.00	18,393.00	18,393.00	.0
51-85-518 PERS	140,201.70	14,798.11	142,941.00	128,142.89	10.4
51-85-519 UTILITY BENEFIT	24,104.91	.00	44,346.00	44,346.00	.0
51-85-545 TRAINING/TRAVEL	.00	.00	300.00	300.00	.0
51-85-561 SUPPLIES	1,631.16	.00	7,000.00	7,000.00	.0
51-85-563 WEARING APPAREL	163.92	.00	7,000.00	7,000.00	.0
51-85-600 TIRES & WHEELS	2,338.43	.00	12,000.00	12,000.00	.0
51-85-601 VEHICLE MT. (PARTS & TOOLS)	60,428.72	2,928.05	50,000.00	47,071.95	5.9
51-85-602 GASOLINE/DIESEL/OIL	101,818.26	2,870.01	110,000.00	107,129.99	2.6
51-85-621 ELECTRICITY	7,575.56	.00	8,300.00	8,300.00	.0
51-85-622 TELEPHONE	.00	.00	400.00	400.00	.0
51-85-623 HEATING FUEL	16,680.36	.00	12,000.00	12,000.00	.0
51-85-626 WATER/SEWER/GARBAGE	8,051.43	.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	207,769.30	100.00	310,326.00	310,226.00	.0
51-85-662 PROPERTY MAINT	37,359.32	.00	46,393.00	46,393.00	.0
51-85-669 OTHER PURCHASED SERVICES	10,021.18	5,093.06	7,000.00	1,906.94	72.8
51-85-683 MINOR EQUIPMENT (	471.12)	.00	3,100.00	3,100.00	.0
51-85-721 INSURANCE	41,250.00	.00	70,082.00	70,082.00	.0
51-85-722 INSURANCE-DED EXP & OTHER	8,153.03	.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	10,634.61	.00	13,563.00	13,563.00	.0
51-85-998 ADMINISTRATIVE OVERHEAD-GF	133,440.00	.00	193,499.00	193,499.00	.0
TOTAL HAULED SEWER	1,733,225.37	133,720.11	2,013,649.00	1,879,928.89	6.6

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	175,398.53	17,975.49	167,074.00	149,098.51	10.8
51-86-502 OVERTIME	44,447.85	4,543.99	30,750.00	26,206.01	14.8
51-86-508 LEAVE CASHOUT	4,647.40	.00	7,575.00	7,575.00	.0
51-86-511 MEDICARE	3,308.33	329.57	2,868.00	2,538.43	11.5
51-86-512 EMPLOYEE GROUP BENEFITS	49,120.65	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	48,404.07	4,954.21	43,521.00	38,566.79	11.4
51-86-519 UTILITY BENEFITS	4,993.75	.00	10,488.00	10,488.00	.0
51-86-545 TRAINING/TRAVEL	6,034.15	.00	3,000.00	3,000.00	.0
51-86-561 SUPPLIES	4,368.13	452.98	6,000.00	5,547.02	7.6
51-86-563 WEARING APPAREL	1,812.76	.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	5,256.99	.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)	6,152.20	2,595.59	6,500.00	3,904.41	39.9
51-86-602 GASOLINE/DIESEL/OIL	10,404.56	912.64	15,000.00	14,087.36	6.1
51-86-621 ELECTRICITY-LIFTST & BLDG	102,834.20	8,233.06	100,000.00	91,766.94	8.2
51-86-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-86-623 HEATING FUEL	29,491.07	199.70	35,000.00	34,800.30	.6
51-86-626 WATER/SEWER/GARB	510.66	.00	600.00	600.00	.0
51-86-661 VEHICLE MAINT/REPAIR	3,680.68	.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	18,427.45	6,542.25	20,000.00	13,457.75	32.7
51-86-683 MINOR EQUIPMENT	108,674.06	.00	125,000.00	125,000.00	.0
51-86-691 FORD F350 1 TON	.00	.00	40,000.00	40,000.00	.0
51-86-699 CAPITAL EXPENSES-SL ASSET RES.	155,525.72	.00	.00	.00	.0
51-86-721 INSURANCE	3,666.63	.00	6,561.00	6,561.00	.0
51-86-736 LEASED PROPERTY-LIFT STATIONS	12,766.95	.00	15,000.00	15,000.00	.0
51-86-996 ADMIN OVERHEAD-IT SVCS	14,377.69	.00	14,801.00	14,801.00	.0
51-86-998 ADMINISTRATIVE OVERHEAD-GF	43,833.00	.00	55,566.00	55,566.00	.0
TOTAL PIPED SEWER	858,137.48	52,854.66	861,489.00	808,634.34	6.1

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	55,082.72	6,021.97	68,912.00	62,890.03	8.7
51-87-502 OVERTIME	10,765.28	1,085.36	10,250.00	9,164.64	10.6
51-87-508 LEAVE CASHOUT	1,094.19	.00	2,211.00	2,211.00	.0
51-87-511 MEDICARE	999.51	104.45	1,148.00	1,043.55	9.1
51-87-512 EMPLOYEE GROUP BENEFITS	13,849.20	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	14,563.14	1,563.71	17,416.00	15,852.29	9.0
51-87-519 UTILITY BENEFIT	1,162.92	.00	4,104.00	4,104.00	.0
51-87-545 TRAINING/TRAVEL	4,357.62	.00	3,000.00	3,000.00	.0
51-87-561 SUPPLIES	988.96	.00	1,500.00	1,500.00	.0
51-87-563 WEARING APPAREL	2,725.86	.00	2,000.00	2,000.00	.0
51-87-592 PLUMBING SUPPLIES	518.39	.00	1,000.00	1,000.00	.0
51-87-602 GASOLINE	5,112.81	217.09	20,000.00	19,782.91	1.1
51-87-650 LAB TESTS (SAMPLES)	13,850.45	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	1,290.68	.00	2,500.00	2,500.00	.0
51-87-721 INSURANCE	275.00	.00	443.00	443.00	.0
51-87-724 DUES & SUBSCRIPTIONS	7,920.00	.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	16,654.00	.00	21,993.00	21,993.00	.0
TOTAL SEWER LAGOON	151,210.73	11,501.47	204,474.00	192,972.53	5.6
TOTAL FUND EXPENDITURES	7,639,023.98	676,173.26	9,251,877.00	8,575,703.74	7.3
NET REVENUE OVER EXPENDITURES	1,620,875.03	1,769,101.37	(1,342,437.00)	(3,111,538.37)	131.8

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST & PENALTIES</u>					
52-40-403 CITY DOCK-PENALTIES & INT	.00	.00	5,000.00	5,000.00	.0
TOTAL INTEREST & PENALTIES	.00	.00	5,000.00	5,000.00	.0
<u>SOURCE 42</u>					
52-42-430 JURY DUTY REIMBURSEMENT	(25.00)	.00	.00	.00	.0
TOTAL SOURCE 42	(25.00)	.00	.00	.00	.0
<u>CHARGES FOR SERVICES</u>					
52-43-402 CITY DOCK-STORAGE	63,787.74	2,777.76	70,000.00	67,222.24	4.0
52-43-404 CITY DOCK-PERMITS	.00	.00	3,000.00	3,000.00	.0
52-43-405 CITY DOCK-WHARFAGE	140,809.69	.00	165,000.00	165,000.00	.0
52-43-407 CITY DOCK-DOCKAGE	34,611.81	.00	25,000.00	25,000.00	.0
52-43-413 SLOUGH BERTH-MOORAGE	59.40	.00	.00	.00	.0
52-43-418 SBH PETRO PORT-FUEL THRU-PUT	267,347.64	118,132.86	220,000.00	101,867.14	53.7
52-43-424 PETRO YARD - STORAGE	4,096.00	460.80	2,000.00	1,539.20	23.0
52-43-426 PETRO PORT-FUEL THRU-PUT	534,695.28	236,265.72	440,000.00	203,734.28	53.7
52-43-427 PETRO PORT-DOCKAGE	25,705.32	4,929.73	20,000.00	15,070.27	24.7
52-43-433 SEAWALL MOORAGE	.00	.00	25,000.00	25,000.00	.0
52-43-434 SEAWALL DOCKAGE	15,696.97	.00	10,000.00	10,000.00	.0
52-43-435 SEAWALL-WHARFAGE	.00	.00	1,000.00	1,000.00	.0
52-43-454 BEACH-STORAGE	36,837.28	.00	10,000.00	10,000.00	.0
52-43-455 BEACH-WHARFAGE	69,096.67	.00	70,000.00	70,000.00	.0
52-43-457 BEACH-DOCKAGE	12,866.36	.00	17,000.00	17,000.00	.0
52-43-462 BOAT HARBOR-STORAGE	.00	.00	3,500.00	3,500.00	.0
52-43-463 BOAT HARBOR-MOORAGE	18,837.00	.00	24,000.00	24,000.00	.0
TOTAL CHARGES FOR SERVICES	1,224,447.16	362,566.87	1,105,500.00	742,933.13	32.8
<u>LEASE REVENUE</u>					
52-44-467 LEASE REVENUE	26,390.00	2,030.00	24,000.00	21,970.00	8.5
TOTAL LEASE REVENUE	26,390.00	2,030.00	24,000.00	21,970.00	8.5
<u>MISCELLANEOUS</u>					
52-45-462 SMALL BOAT HARBOR STORAGE	4,650.00	.00	.00	.00	.0
52-45-464 SMALL BOAT HARBOR PERMITS	19,617.88	.00	24,000.00	24,000.00	.0
52-45-467 EXTRA WATER CALLS	25,090.50	.00	25,000.00	25,000.00	.0
TOTAL MISCELLANEOUS	49,358.38	.00	49,000.00	49,000.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

MUNICIPAL DOCK

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS					
52-49-487	INVESTMENT INCOME	.00	.00	2,000.00	2,000.00	.0
52-49-495	MISCELLANEOUS REVENUE	7,626.00	.00	5,000.00	5,000.00	.0
	TOTAL MISCELLANEOUS	7,626.00	.00	7,000.00	7,000.00	.0
	TOTAL FUND REVENUE	1,307,796.54	364,596.87	1,190,500.00	825,903.13	30.6

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	177,668.71	20,476.39	184,522.00	164,045.61	11.1
52-50-502 OVERTIME	4,131.09	770.54	.00	(770.54)	.0
52-50-508 LEAVE CASHOUT	1,166.13	.00	4,103.00	4,103.00	.0
52-50-510 SOCIAL SECURITY EXPENSE	1,087.19	234.71	1,420.00	1,185.29	16.5
52-50-511 MEDICARE FICA	2,811.44	329.75	2,676.00	2,346.25	12.3
52-50-512 EMPLOYEE GROUP BENEFITS	53,206.77	5,170.00	60,752.00	55,582.00	8.5
52-50-515 UNEMPLOYMENT	60.51	.00	1,790.00	1,790.00	.0
52-50-516 WORKERS' COMPENSATION	5,316.00	.00	6,137.00	6,137.00	.0
52-50-518 PERS	36,138.18	3,841.47	35,557.00	31,715.53	10.8
52-50-519 UTILITY BENEFIT	11,160.21	.00	11,491.00	11,491.00	.0
52-50-545 TRAINING/TRAVEL	532.21	.00	5,000.00	5,000.00	.0
52-50-561 SUPPLIES	3,718.43	86.96	5,500.00	5,413.04	1.6
52-50-563 WEARING APPAREL	1,371.15	.00	2,000.00	2,000.00	.0
52-50-600 TIRES	8,838.36	.00	.00	.00	.0
52-50-601 VEHICLE MT. (PARTS & TOOLS)	21,164.38	447.74	20,000.00	19,552.26	2.2
52-50-602 GASOLINE/DIESEL/OIL	19,219.17	3,949.29	15,000.00	11,050.71	26.3
52-50-621 ELECTRICITY	15,024.32	1,734.93	10,000.00	8,265.07	17.4
52-50-622 TELEPHONE	2,225.01	313.71	1,000.00	686.29	31.4
52-50-623 HEATING FUEL	2,279.65	.00	2,000.00	2,000.00	.0
52-50-624 WATER, SEWER, GARBAGE	5,244.24	.00	5,000.00	5,000.00	.0
52-50-626 WATER FOR BARGES	5,822.72	.00	12,000.00	12,000.00	.0
52-50-627 STAFF CELLULAR PHONES	847.85	105.74	1,680.00	1,574.26	6.3
52-50-642 LEGAL FEES	688.90	.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	1,997.95	.00	3,003.00	3,003.00	.0
52-50-666 MUNICIPAL DOCK MAINT.	49.99	.00	5,000.00	5,000.00	.0
52-50-667 MAINT-SEAWALL	475.91	198.48	7,000.00	6,801.52	2.8
52-50-668 MAINT SMALL BOAT HARBOR	189.85	.00	.00	.00	.0
52-50-669 OTHER PURCHASED SERVICES	8,871.78	.00	25,000.00	25,000.00	.0
52-50-683 MINOR EQUIPMENT	7,258.53	848.83	25,000.00	24,151.17	3.4
52-50-687 LAND/EASEMENT ACQUISITION	6,705.00	.00	50,000.00	50,000.00	.0
52-50-697 HIGHLIFT FORKLIFT	83,812.41	.00	35,000.00	35,000.00	.0
52-50-721 INSURANCE	14,666.63	.00	16,980.00	16,980.00	.0
52-50-724 DUES	173.86	12.99	1,000.00	987.01	1.3
52-50-727 ADVERTISING	12.99	.00	1,000.00	1,000.00	.0
52-50-736 BANK CHARGES	763.73	.00	.00	.00	.0
52-50-775 MUNICIPAL DOCK GRAVEL	55,020.00	.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	439.08	.00	1,000.00	1,000.00	.0
52-50-996 ADMIN OVERHEAD-IT SVCS	16,074.16	.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	43,610.00	.00	52,742.00	52,742.00	.0
TOTAL DOCK EXPENDITURES	619,844.49	38,521.53	849,635.00	811,113.47	4.5

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	99,057.87	20,495.22	99,939.00	79,443.78	20.5
52-55-502 OVERTIME	6,226.14	2,461.60	3,000.00	538.40	82.1
52-55-508 LEAVE CASHOUT	574.36	.00	1,081.00	1,081.00	.0
52-55-510 SOCIAL SECURITY	4,697.94	1,173.78	4,483.00	3,309.22	26.2
52-55-511 MEDICARE FICA	1,576.88	338.23	1,493.00	1,154.77	22.7
52-55-512 EMPLOYEE GROUP BENEFITS	23,197.65	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	6,492.51	885.59	5,959.00	5,073.41	14.9
52-55-519 UTILITY BENEFIT	3,471.91	.00	2,189.00	2,189.00	.0
52-55-561 SUPPLIES	1,811.11	880.09	1,800.00	919.91	48.9
52-55-563 WEARING APPAREL	121.01	.00	2,000.00	2,000.00	.0
52-55-602 GASOLINE	1,259.77	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	1,842.09	732.70	7,000.00	6,267.30	10.5
52-55-683 MINOR EQUIPMENT	3,073.71	1,079.13	2,000.00	920.87	54.0
52-55-775 SMALL BOAT HARBOR GRAVEL	16,012.80	.00	16,000.00	16,000.00	.0
52-55-799 MISCELLANEOUS EXPENSES	111.01	.00	250.00	250.00	.0
52-55-998 ADMINISTRATIVE OVERHEAD-GF	21,433.00	.00	22,923.00	22,923.00	.0
TOTAL SMALL BOAT HARBOR	190,959.76	29,599.33	203,128.00	173,528.67	14.6
TOTAL FUND EXPENDITURES	810,804.25	68,120.86	1,052,763.00	984,642.14	6.5
NET REVENUE OVER EXPENDITURES	496,992.29	296,476.01	137,737.00	(158,739.01)	215.3

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LEASE INCOME</u>					
53-44-443 LEASE-SOA DEPT OF ADMIN-OCS	42,463.00	.00	.00	.00	.0
53-44-444 LEASE-COURT SYSTEM	1,157,696.40	.00	613,620.00	613,620.00	.0
53-44-447 LEASE:DEPT OF LAW	249,710.80	11,900.30	137,964.00	126,063.70	8.6
53-44-450 LEASE PATC	24,600.00	1,200.00	14,400.00	13,200.00	8.3
53-44-452 LEASE-TOWER ROAD LAND	7,050.00	1,050.00	5,400.00	4,350.00	19.4
53-44-453 YKHC - BUILDING	4,550.00	350.00	4,200.00	3,850.00	8.3
53-44-472 DMV LEASE	7,298.60	1,001.00	6,298.00	5,297.00	15.9
53-44-479 LEASE LAND AVCP HEARSTART	1,400.00	150.00	1,800.00	1,650.00	8.3
53-44-481 LEASE LAND SWANSONS	17,363.40	1,760.00	21,120.00	19,360.00	8.3
53-44-485 LEASE LAND EUNKANG CHURCH	1,950.00	150.00	1,800.00	1,650.00	8.3
53-44-488 LEASE LAND GCI	4,850.08	850.00	10,200.00	9,350.00	8.3
53-44-489 LEASE NAPA BATTERY STRGE	.00	.00	24,012.00	24,012.00	.0
53-44-495 LEASE-OTHER LEASE REVENUE	6,303.00	2,001.00	.00	(2,001.00)	.0
TOTAL LEASE INCOME	1,525,235.28	20,412.30	840,814.00	820,401.70	2.4
TOTAL FUND REVENUE	1,525,235.28	20,412.30	840,814.00	820,401.70	2.4

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	6,979.03	189.86	.00	(189.86)	.0
53-50-721 INSURANCE	2,475.88	.00	.00	.00	.0
TOTAL LEASED PROPERTIES-MISC	9,454.91	189.86	.00	(189.86)	.0
<u>LEASED PROP-COURT COMPLEX</u>					
53-55-621 ELECTRICITY-COURT COMPLEX	91,853.64	11,204.44	82,901.00	71,696.56	13.5
53-55-622 TELEPHONE	715.13	100.91	600.00	499.09	16.8
53-55-623 HEATING FUEL-COURTCOMPLEX	36,545.94	333.11	55,000.00	54,666.89	.6
53-55-626 WATER/SEWER/GARB-COURTCOM	17,604.94	.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	21,941.66	258.05	15,000.00	14,741.95	1.7
53-55-663 JANITORIAL-COURT COMPLEX	98,509.50	20,025.00	94,536.00	74,511.00	21.2
53-55-669 OTHER PURCHASED SERVICES	3,469.92	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	89,750.00	.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	25,841.75	.00	57,281.00	57,281.00	.0
53-55-997 ICR-PROPERTY MAINTENANCE-15%	103,592.83	.00	139,179.00	139,179.00	.0
TOTAL LEASED PROP-COURT COMPLEX	489,825.31	32,344.23	889,056.00	856,711.77	3.6
<u>LEASED PROP - POLICE ANNEX</u>					
53-56-623 HEATING FUEL-POLICE ANNEX	632.89	.00	.00	.00	.0
TOTAL LEASED PROP - POLICE ANNEX	632.89	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	499,913.11	32,534.09	889,056.00	856,521.91	3.7
NET REVENUE OVER EXPENDITURES	1,025,322.17	(12,121.79)	(48,242.00)	(36,120.21)	(25.1)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

EMPLOYEE GROUP HEALTH BEN.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
EMP GROUP BENEFITS REVENUES					
54-43-401 FROM GF-ADMINISTRATION	23,405.87	.00	72,324.00	72,324.00	.0
54-43-402 FROM GF-CITY CLERK	2,399.06	.00	24,108.00	24,108.00	.0
54-43-403 FROM GF-FINANCE	44,326.73	.00	150,675.00	150,675.00	.0
54-43-404 FROM GF-PLANNING	21,840.40	.00	44,600.00	44,600.00	.0
54-43-405 FROM GF-FIRE	78,571.12	.00	192,864.00	192,864.00	.0
54-43-406 FROM GF-POLICE	161,615.16	.00	552,073.00	552,073.00	.0
54-43-407 FROM GF-PW-ADMIN	702.92	.00	7,232.00	7,232.00	.0
54-43-408 FROM GF-STREETS & ROADS	52,591.73	.00	128,978.00	128,978.00	.0
54-43-411 FROM GF-PROPERTY MAINT	53,528.60	.00	122,951.00	122,951.00	.0
54-43-412 FROM GF-CITY ATTY OFFICE	12,874.50	.00	24,108.00	24,108.00	.0
54-43-413 SOA SEWAGE LAGOON	42.87	.00	.00	.00	.0
54-43-414 INSTITUTIONAL COORIDOR	319,795.11	.00	.00	.00	.0
54-43-415 PUBLIC SAFETY BUILDING	(8.22)	.00	.00	.00	.0
54-43-424 FROM SR-E911 FUND	(845.16)	.00	26,519.00	26,519.00	.0
54-43-425 FROM CSP GRANT PROGRAM	29,108.76	.00	72,324.00	72,324.00	.0
54-43-449 FROM ENTERPRISE FUND-PORT	.00	.00	60,752.00	60,752.00	.0
54-43-450 FROM EF-PORT	34,519.46	.00	9,161.00	9,161.00	.0
54-43-451 FROM EF-UTIL-HAUL WATER	65,922.25	.00	210,945.00	210,945.00	.0
54-43-452 FROM EF-UTIL-HAUL SEWER	87,483.68	.00	234,571.00	234,571.00	.0
54-43-453 FROM EF-UTIL-PIPED WATER	17,677.87	.00	55,448.00	55,448.00	.0
54-43-454 FROM EF-UTIL-PIPED SEWER	20,025.07	.00	55,448.00	55,448.00	.0
54-43-455 FROM EF-UTIL-REFUSE HAUL	19,029.32	.00	40,984.00	40,984.00	.0
54-43-456 FROM EF-UTIL-LANDFILL	12,985.92	.00	55,448.00	55,448.00	.0
54-43-457 FROM EF-UTIL-WTF BET HGTS	6,842.92	.00	42,189.00	42,189.00	.0
54-43-458 FROM EF-UTIL-SEWER LAGOON	4,281.51	.00	21,697.00	21,697.00	.0
54-43-459 FROM EF-UTIL-WTF CITY SUB	9,416.24	.00	66,297.00	66,297.00	.0
54-43-460 FROM EF-VEHICLE MAINT	38,919.70	.00	147,059.00	147,059.00	.0
54-43-461 FROM EF-RECYCLING OPER	1,227.63	.00	.00	.00	.0
54-43-462 COBRA PAYMENTS	12,529.00	.00	.00	.00	.0
54-43-463 FROM GEN FUND-IT SVCS	4,449.99	.00	24,108.00	24,108.00	.0
54-43-464 STOP LOSS REFUND PYMTS	166,885.78	.00	.00	.00	.0
54-43-466 FROM EF-UTIL BILLING	5,717.22	.00	42,189.00	42,189.00	.0
54-43-467 FROM EF-BETHEL TRANSIT SYSTEM	21,320.41	.00	72,324.00	72,324.00	.0
54-43-468 EXPRESS SCRIPTS REBATE	7,271.34	.00	.00	.00	.0
TOTAL EMP GROUP BENEFITS REVENUES	1,336,454.76	.00	2,557,376.00	2,557,376.00	.0
TOTAL FUND REVENUE	1,336,454.76	.00	2,557,376.00	2,557,376.00	.0

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
<u>EMPLOYEE GROUP HEALTH BENEFITS</u>					
54-50-646 CLAIMS PAID	73,997.23	.00	.00	.00	.0
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	74,462.33	.00	78,018.00	78,018.00	.0
TOTAL EMPLOYEE GROUP HEALTH BENEFITS	148,459.56	.00	2,515,251.00	2,515,251.00	.0
TOTAL FUND EXPENDITURES	148,459.56	.00	2,515,251.00	2,515,251.00	.0
NET REVENUE OVER EXPENDITURES	1,187,995.20	.00	42,125.00	42,125.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LOCAL SOURCES</u>					
56-40-409 CASH TRANSFER GF	.00	.00	80,580.00	80,580.00	.0
TOTAL LOCAL SOURCES	.00	.00	80,580.00	80,580.00	.0
<u>FEDERAL SOURCES</u>					
56-41-411 REV-FEDERAL TRANSIT 5311	176,354.60	.00	.00	.00	.0
56-41-413 TRANSIT SECTION 5311	66,000.93	.00	334,764.00	334,764.00	.0
TOTAL FEDERAL SOURCES	242,355.53	.00	334,764.00	334,764.00	.0
<u>CHARGES FOR SERVICES</u>					
56-43-422 BUS FARES	18,898.00	2,175.00	20,500.00	18,325.00	10.6
56-43-423 BUS FARES-PREPAID	33,217.00	7,389.00	(12,500.00)	(19,889.00)	59.1
TOTAL CHARGES FOR SERVICES	52,115.00	9,564.00	8,000.00	(1,564.00)	119.6
<u>MISC REVENUE</u>					
56-49-484 DONATIONS	50.00	.00	.00	.00	.0
TOTAL MISC REVENUE	50.00	.00	.00	.00	.0
TOTAL FUND REVENUE	294,520.53	9,564.00	423,344.00	413,780.00	2.3

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	161,619.02	22,707.96	161,677.00	138,969.04	14.1
56-50-508 LEAVE CASHOUT	7,297.88	.00	7,977.00	7,977.00	.0
56-50-510 SOCIAL SECURITY EXPENSE	1,104.84	179.02	.00	(179.02)	.0
56-50-511 MEDICARE FICA	2,508.87	336.71	2,344.00	2,007.29	14.4
56-50-512 EMPLOYEE GROUP BENEFITS	58,249.10	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	6,480.00	.00	7,857.00	7,857.00	.0
56-50-518 PERS	31,635.87	4,360.55	35,569.00	31,208.45	12.3
56-50-519 UTILITY BENEFIT	4,762.98	.00	13,680.00	13,680.00	.0
56-50-561 SUPPLIES	1,665.35	.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)	8,001.19	2,042.76	.00	(2,042.76)	.0
56-50-602 GASOLINE	21,836.18	3,333.71	30,000.00	26,666.29	11.1
56-50-621 ELECTRICITY	7,615.89	800.36	11,400.00	10,599.64	7.0
56-50-622 TELEPHONE	302.67	2.74	700.00	697.26	.4
56-50-623 HEATING FUEL	8,179.19	148.22	10,800.00	10,651.78	1.4
56-50-626 WTR/SWR/GRB	1,175.74	.00	1,200.00	1,200.00	.0
56-50-627 STAFF CELLULAR PHONES	106.33	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	15,234.46	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	8,250.00	.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	13,659.76	.00	15,494.00	15,494.00	.0
56-50-998 ADMINISTRATIVE OVERHEAD-GF	40,101.00	.00	51,907.00	51,907.00	.0
TOTAL TRANSIT SYSTEM EXPENDITURES	399,787.32	43,683.79	468,365.00	424,681.21	9.3
TOTAL FUND EXPENDITURES	399,787.32	43,683.79	468,365.00	424,681.21	9.3
NET REVENUE OVER EXPENDITURES	(105,266.79)	(34,119.79)	(45,021.00)	(10,901.21)	(75.8)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
57-43-401 FROM GF-ADMIN	953.48	.00	.00	.00	.0
57-43-403 FROM GF-FINANCE	953.45	.00	.00	.00	.0
57-43-404 FROM GF-PLANNING	953.47	.00	.00	.00	.0
57-43-405 FROM GF-FIRE	6,356.47	.00	.00	.00	.0
57-43-406 FROM GF-POLICE	12,712.98	.00	.00	.00	.0
57-43-407 FROM GF-PW ADMIN	1,906.96	.00	.00	.00	.0
57-43-408 FROM GF-STREETS/ROADS	95,347.29	.00	.00	.00	.0
57-43-409 FROM GF-PROPERTY MAINT.	2,252.41	.00	.00	.00	.0
57-43-411 FROM GF-PARKS & REC	1,561.49	.00	.00	.00	.0
57-43-413 FROM GEN FUND-IT SVCS	953.47	.00	.00	.00	.0
57-43-451 FROM EF-HAULED WATER	197,051.08	.00	.00	.00	.0
57-43-452 FROM EF-HAULED SEWER	197,051.09	.00	.00	.00	.0
57-43-453 FROM EF-PIPED WATER	1,906.96	.00	.00	.00	.0
57-43-454 FROM GF-PIPED SEWER	1,906.96	.00	.00	.00	.0
57-43-455 FROM EF-BETHEL HGT WATER TRMT	1,906.96	.00	.00	.00	.0
57-43-456 FROM EF-CITY SUB WATER TRMT	1,906.96	.00	.00	.00	.0
57-43-460 FROM EF-HAULED REFUSE	47,673.63	.00	.00	.00	.0
57-43-461 FROM EF-LANDFILL OPERATIONS	47,673.63	.00	.00	.00	.0
57-43-470 FROM EF-PORT	1,906.96	.00	.00	.00	.0
57-43-481 FROM GENERAL FUND-IT SVCS	12,712.95	.00	.00	.00	.0
TOTAL CHARGES FOR SERVICES	635,648.65	.00	.00	.00	.0
TOTAL FUND REVENUE	635,648.65	.00	.00	.00	.0

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	324,846.52	36,563.02	350,947.00	314,383.98	10.4
57-50-502 OVERTIME	19,017.96	2,815.54	18,000.00	15,184.46	15.6
57-50-508 LEAVE CASHOUT	2,896.47	.00	16,807.00	16,807.00	.0
57-50-510 SOCIAL SECURITY EXPENSE	911.06	237.09	.00	(237.09)	.0
57-50-511 MEDICARE FICA	5,384.07	607.06	5,350.00	4,742.94	11.4
57-50-512 EMPLOYEE GROUP BENEFITS	109,978.21	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	7,152.00	.00	11,941.00	11,941.00	.0
57-50-518 PERS	71,787.68	7,183.94	81,168.00	73,984.06	8.9
57-50-519 UTILITY BENEFIT	22,495.20	.00	27,816.00	27,816.00	.0
57-50-545 TRAINING/TRAVEL	6,095.94	.00	15,000.00	15,000.00	.0
57-50-561 SUPPLIES	13,260.66	379.91	20,000.00	19,620.09	1.9
57-50-563 WEARING APPAREL	2,185.73	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)	5,367.40	80.86	6,000.00	5,919.14	1.4
57-50-602 GASOLINE / DIESEL / OIL	35,346.77	1,788.62	10,000.00	8,211.38	17.9
57-50-621 ELECTRICITY	13,252.69	.00	12,500.00	12,500.00	.0
57-50-622 TELEPHONE	236.56	.00	.00	.00	.0
57-50-623 HEATING FUEL	.00	.00	7,500.00	7,500.00	.0
57-50-626 WATER/SEWER/GARBAGE	6,135.01	.00	.00	.00	.0
57-50-627 STAFF CELLULAR PHONES	106.35	52.88	840.00	787.12	6.3
57-50-669 OTHER PURCHASED SERVICES	8,684.58	490.32	10,000.00	9,509.68	4.9
57-50-683 MINOR EQUIPMENT	22,708.02	.00	30,775.00	30,775.00	.0
57-50-721 INSURANCE	20,166.63	.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	13,785.91	.00	15,634.00	15,634.00	.0
57-50-998 ADMINISTRATIVE OVERHEAD-GF	88,489.00	.00	113,440.00	113,440.00	.0
TOTAL VEHICLE & EQUIP MAINT	800,290.42	63,036.77	954,665.00	891,628.23	6.6
TOTAL FUND EXPENDITURES	800,290.42	63,036.77	954,665.00	891,628.23	6.6
NET REVENUE OVER EXPENDITURES	(164,641.77)	(63,036.77)	(954,665.00)	(891,628.23)	(6.6)

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

RASMUSON GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RASMUSON</u>					
60-50-669 OTHER PURCHASED SERVICES	2,115.33	.00	.00	.00	.0
TOTAL RASMUSON	2,115.33	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	2,115.33	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	(2,115.33)	.00	.00	.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

LAND WATER CONSERVATION GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
62-50-561 SUPPLIES	36,616.27	.00	.00	.00	.0
62-50-646 CONTRACTOR FEES	2,880.00	.00	.00	.00	.0
62-50-669 OTHER PURCHASED SERVICES	22,264.78	.00	.00	.00	.0
62-50-683 MINOR EQUIPMENT	9,915.57	.00	.00	.00	.0
62-50-685 EQUIPMENT	5,404.84	.00	.00	.00	.0
TOTAL DEPARTMENT 50	77,081.46	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	77,081.46	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	(77,081.46)	.00	.00	.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

LAGOON UPGRADES DESIGN SERV

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
63-42-401 VSW SEWER GRANT REV #16EP29	1,898,697.62	.00	.00	.00	.0
63-42-402 VSW SEWER GRANT REV #14EP70	5,679.22	.00	.00	.00	.0
63-42-403 VSW SEWER GRANT REV #17EP77	290,889.58	.00	.00	.00	.0
63-42-404 VSW SEWER GRANT REV #18EQ57	490,000.00	.00	.00	.00	.0
63-42-407 VSW GRANT REV #15EQ92	12,870.78	.00	.00	.00	.0
63-42-413 REVENUE-GRANT	50,045.00	.00	.00	.00	.0
TOTAL SOURCE 42	2,748,182.20	.00	.00	.00	.0
TOTAL FUND REVENUE	2,748,182.20	.00	.00	.00	.0

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
63-50-646 CONTRACTOR FEES	183,867.82	.00	.00	.00	.0
TOTAL DEPARTMENT 50	183,867.82	.00	.00	.00	.0
DEPARTMENT 52					
63-52-646 CONTRACTOR'S FEES	290,889.58	.00	.00	.00	.0
TOTAL DEPARTMENT 52	290,889.58	.00	.00	.00	.0
DEPARTMENT 53					
63-53-643 PLANNING/ENGINEERING FEES	94,540.25	2,620.00	.00	(2,620.00)	.0
63-53-646 CONTRACTOR FEES	18,648.00	.00	.00	.00	.0
TOTAL DEPARTMENT 53	113,188.25	2,620.00	.00	(2,620.00)	.0
DEPARTMENT 56					
63-56-643 PLANNING/ENGINEERING	78,850.00	31,350.00	.00	(31,350.00)	.0
TOTAL DEPARTMENT 56	78,850.00	31,350.00	.00	(31,350.00)	.0
TOTAL FUND EXPENDITURES	666,795.65	33,970.00	.00	(33,970.00)	.0
NET REVENUE OVER EXPENDITURES	2,081,386.55	(33,970.00)	.00	33,970.00	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

USDA-RA SEWER LAGOON JETTY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
64-50-646 CONTRACTOR FEES	579,566.82	.00	.00	.00	.0
64-50-690 VEHICLES	746,808.00	.00	.00	.00	.0
TOTAL DEPARTMENT 50	1,326,374.82	.00	.00	.00	.0
DEPARTMENT 51					
64-51-545 TRAINING/TRAVEL	220.00	.00	.00	.00	.0
64-51-642 LEGAL FEES	754.90	.00	.00	.00	.0
64-51-643 ENGINEERING FEES	3,950.00	.00	.00	.00	.0
64-51-646 CONTRACTOR FEES	228,832.37	.00	.00	.00	.0
64-51-690 KENWORTH VACUUM SEWER TRUCK	149,202.00	.00	.00	.00	.0
TOTAL DEPARTMENT 51	382,959.27	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	1,709,334.09	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	(1,709,334.09)	.00	.00	.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

2016 HOMELAND SECURITY

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
71-42-411 2016 STATE HOMELAND SECURITY	42,350.00	.00	.00	.00	.0
TOTAL SOURCE 42	42,350.00	.00	.00	.00	.0
TOTAL FUND REVENUE	42,350.00	.00	.00	.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	27,500.00	2,750.00	.00	(2,750.00)	.0
TOTAL DEPARTMENT 52	27,500.00	2,750.00	.00	(2,750.00)	.0
TOTAL FUND EXPENDITURES	27,500.00	2,750.00	.00	(2,750.00)	.0
NET REVENUE OVER EXPENDITURES	14,850.00	(2,750.00)	.00	2,750.00	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

FUND 81					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
81-42-413 PINKY'S PARK IMPROVEMENTS REV	68,729.67	.00	.00	.00	.0
TOTAL SOURCE 42	68,729.67	.00	.00	.00	.0
TOTAL FUND REVENUE	68,729.67	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	68,729.67	.00	.00	.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	446.05	306.30	.00	(306.30)	.0
83-51-683	MINOR EQUIPMENT	245.04	.00	.00	.00	.0
TOTAL DEPARTMENT 51		691.09	306.30	.00	(306.30)	.0
TOTAL FUND EXPENDITURES		691.09	306.30	.00	(306.30)	.0
NET REVENUE OVER EXPENDITURES		(691.09)	(306.30)	.00	306.30	.0

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS</u>					
90-46-990 INTERFUND TRANSFER OUT-GF70%	.00	.00	(10,500.00)	(10,500.00)	.0
TOTAL TRANSFERS	.00	.00	(10,500.00)	(10,500.00)	.0
<u>MISCELLANEOUS</u>					
90-49-487 INVESTMENT INCOME	10,090.51	.00	15,000.00	15,000.00	.0
TOTAL MISCELLANEOUS	10,090.51	.00	15,000.00	15,000.00	.0
TOTAL FUND REVENUE	10,090.51	.00	4,500.00	4,500.00	.0
NET REVENUE OVER EXPENDITURES	10,090.51	.00	4,500.00	4,500.00	.0

Schedule, Events and Programs

❖ Regularly Sponsored Discounts for pool admissions:

- Free Teen Night: Every Wednesday from 4-8pm the Drew Foundation Sponsors Free pool admissions for teens age 13-17.
- Half Price Saturdays: Every Saturday the Lifesavers Foundation sponsors half price pool admissions for all ages.
- Free Saturdays: The last Saturday of every month Angstman Law Offices Sponsors free pool admissions from 12pm-8pm for youth under the age of 12.

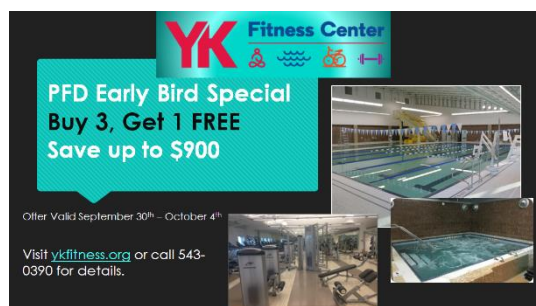
August 2019

- ❖ August Group Fitness Ran August 1 – August 31
- ❖ Sports Club continued through August 14th
- ❖ YKHC Sponsored Free facility admissions Saturday, Aug 17th to celebrate 50th anniversary. Totals included 79 adults and 135 youth.
- ❖ Fall 1 Session of Swim Lessons and Instructional Classes began August 19th.



September 2019

- ❖ September Group Fitness Runs Sept 1 – September 30
- ❖ The Fitness Center is Open from 2-9pm on Labor Day
 - YKDLifesavers Foundation is sponsoring half price admission all day.
- ❖ Lifeguard Training runs September 3rd – September 7th
- ❖ FREE Parent & Toddler Move It class September 14th 1030-1130am.
- ❖ BRHS Swim Team is holding a Community Swim Meet September 14th from 1-3pm.
- ❖ Smart Fit Girls Starts September 16th
 - ❖ Diabetes Prevention is holding their annual Zombie Run September 21st
- ❖ Early Bird PFD Sales Begin September 30th and run through October 4th. Purchase 3 Annual Memberships and get 1 FREE.



October 2019

- ❖ PFD Sale Starts October 5th and runs through October 31st. 20% off Annual Memberships, 10% off Monthly Memberships.
- ❖ October Group Fitness Classes run October 1st – October 31st
- ❖ Fall 1 Swim Lessons and Instructional Classes End October 14th
- ❖ Fall 2 Swim Lessons and Instructional Classes Start October 23rd.
- ❖ Halloween Youth Membership Special October 31st Details TBD

YK Fitness Center PFD SALE! PFD Rates Available October 5th - October 31st
 10% off Monthly Membership (single month)
 20% off Annual Membership

Category	Membership Type	Pool & Fitness	Both
Adult:	Monthly:	\$66 \$60	\$90 \$81
	Annual:	\$660 \$528	\$905 \$724
Youth:	Monthly:	\$42 \$30	\$45 \$50
	Annual:	\$330 \$264	\$540 \$424
Seniors (60+):	Monthly:	\$28 \$25	\$40 \$45
	Annual:	\$275 \$220	\$480 \$384
Military (with ID):	Monthly:	\$44 \$40	\$55 \$50
	Annual:	\$440 \$356	\$660 \$512

Members get 35% off classes!

Purchase 3 or more memberships and save an additional 10% on each membership!

Call 543-0390 or visit ykfitness.org and get the best rates of the year!

November 2019

- ❖ Annual Halloweenersary Event November 2nd
- ❖ 5th Anniversary Event Date TBD
- ❖ We will be closed on Thursday, 11/28 for Thanksgiving. And will be open 2-9pm on Friday, 11/29.

Staffing

Operational Staff: View all our open positions at Healthfitness.com

Now Hiring:

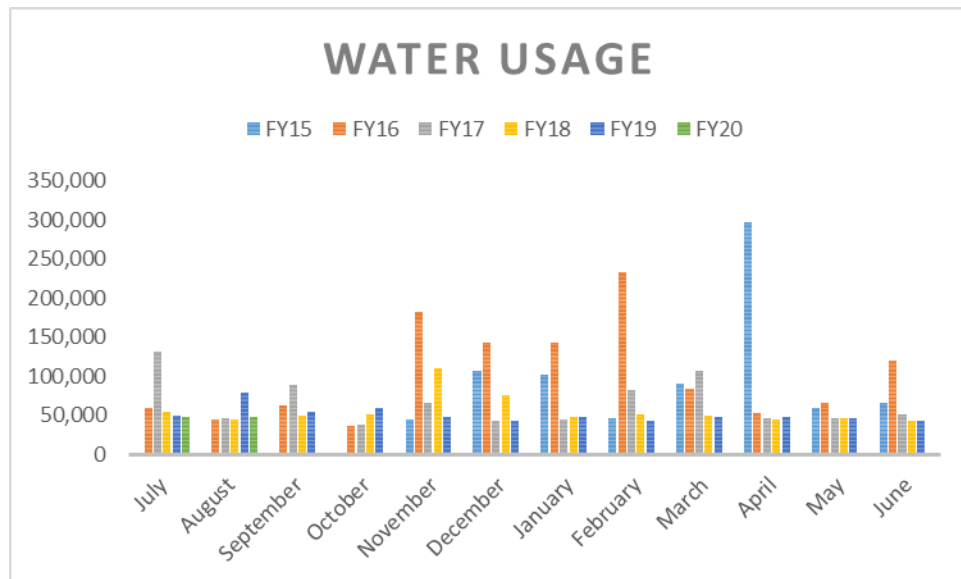
- Maintenance Technician
- Certified Lifeguards
 - visit ykfitness.org/certifications to view course pre-requisites
- Operations Staff
 - Facility Attendants

Programming Staff: We are looking for programming staff to fill the below roles:

- Swim Instructors
- Instructors for youth classes, particularly dance and tumbling
- Fitness Instructors and Certified Personal Trainers
- Instructors for any activity, craft or music patrons might be interested in learning.

Anyone interested in working at the YK Fitness Center can call 543-0390 or visit ykfitness.org for information and links to our applications.

Facility Maintenance



*Note: Facility opened in November of 2014 (FY15)

Facility Maintenance

Maintenance:

- Routine Maintenance Completed as Scheduled.
- Replaced malfunctioning convection fan on both oven and microwave.

Previously reported maintenance still pending:

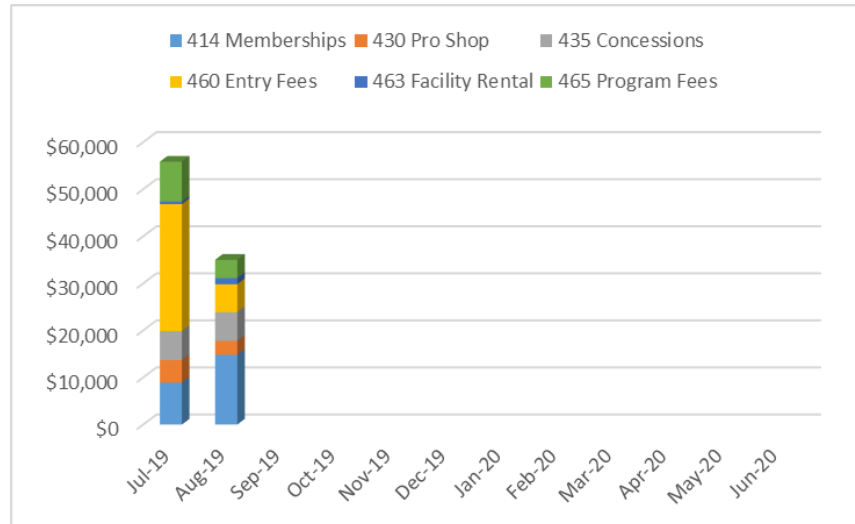
- Overhead fan in the pool was replaced and in good working order. Second fan has failed and is on order for replacement in August. As of August, Second fan has been received, awaiting installation.
- Efforts were made to clean up a spill of Muriatic Acid in the facility connex. In the course of cleanup it was found that the spill was more extensive than initially thought and assistance was requested from the Fire Department. It was determined that additional protective equipment is needed to clean up the spill and the connex has been closed off pending procurement of the additional protective equipment.
- Main drain at bottom of pool – looking at replacement drain covers and processes for installation.
- Lamps for UV system are nearing the end of their use life and will need to be replaced. Due to the delicate and highly technical nature of the work it may be necessary to bring in a contractor. We are looking at options. Update August 2018: Two possible vendors for bulb replacement have been identified and quotes are being sought for parts and service.

Revenue

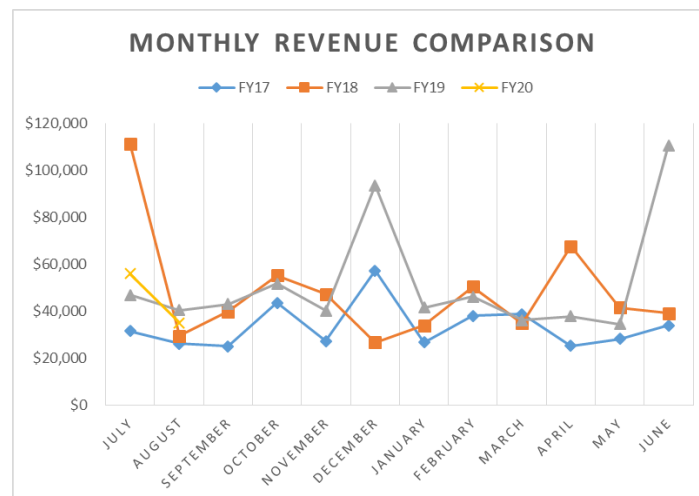
FY19 Revenue

Code	Facility Revenue	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total	FY20 Budgeted	%attained
414	Memberships	\$8,919	\$14,808											\$23,727	\$394,655	6.01%
430	Pro Shop	\$4,772	\$2,976											\$7,747	\$44,100	17.57%
435	Concessions	\$6,173	\$6,091											\$12,264	\$64,900	18.90%
460	Entry Fees	\$26,964	\$5,934											\$32,898	\$115,730	28.43%
463	Facility Rental	\$576	\$1,306											\$1,882	\$42,075	4.47%
465	Program Fees	\$8,447	\$3,891											\$12,339	\$83,318	14.81%
Facility Revenue Total		\$55,851	\$35,006	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,857	\$744,778	12.20%

The below chart represents the portion of the total revenue that each revenue category represents.

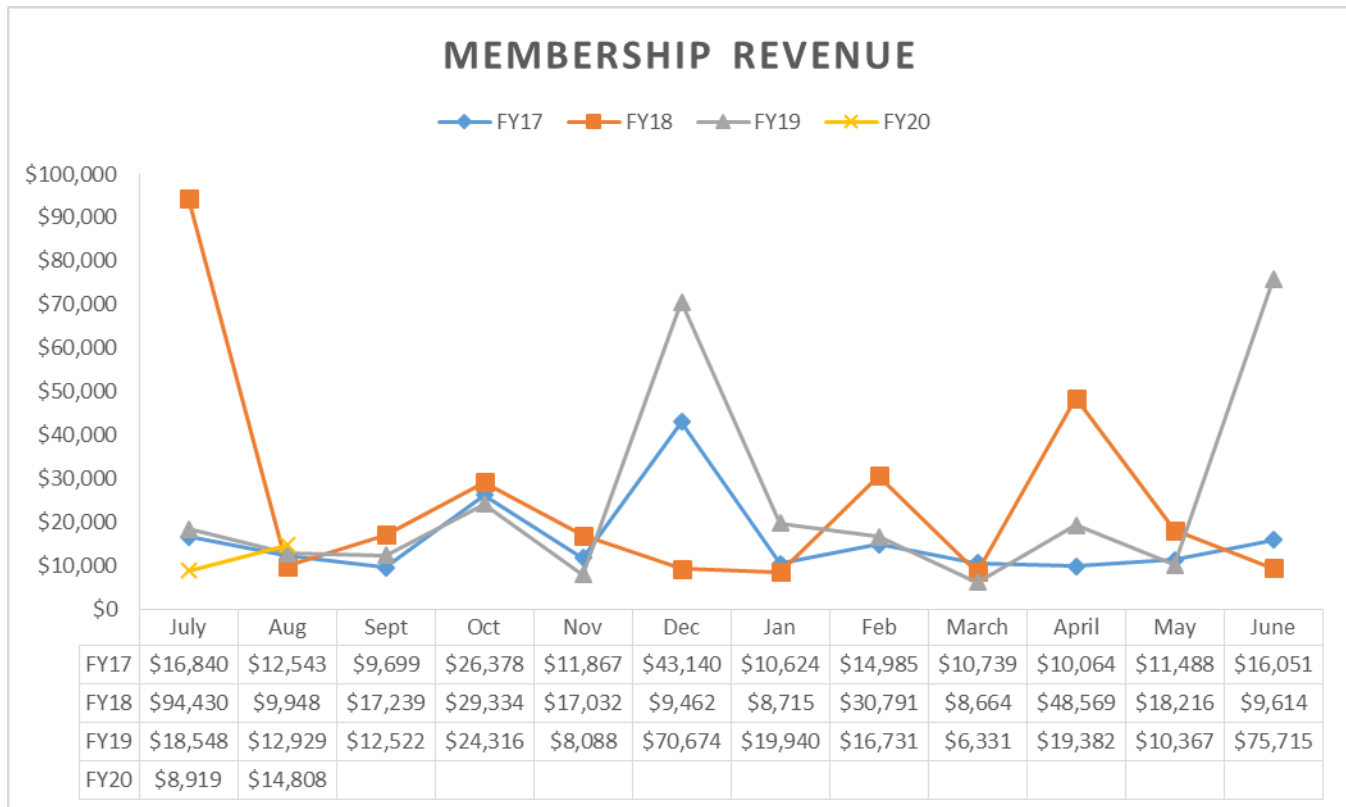


Revenue Comparisons: Monthly Totals

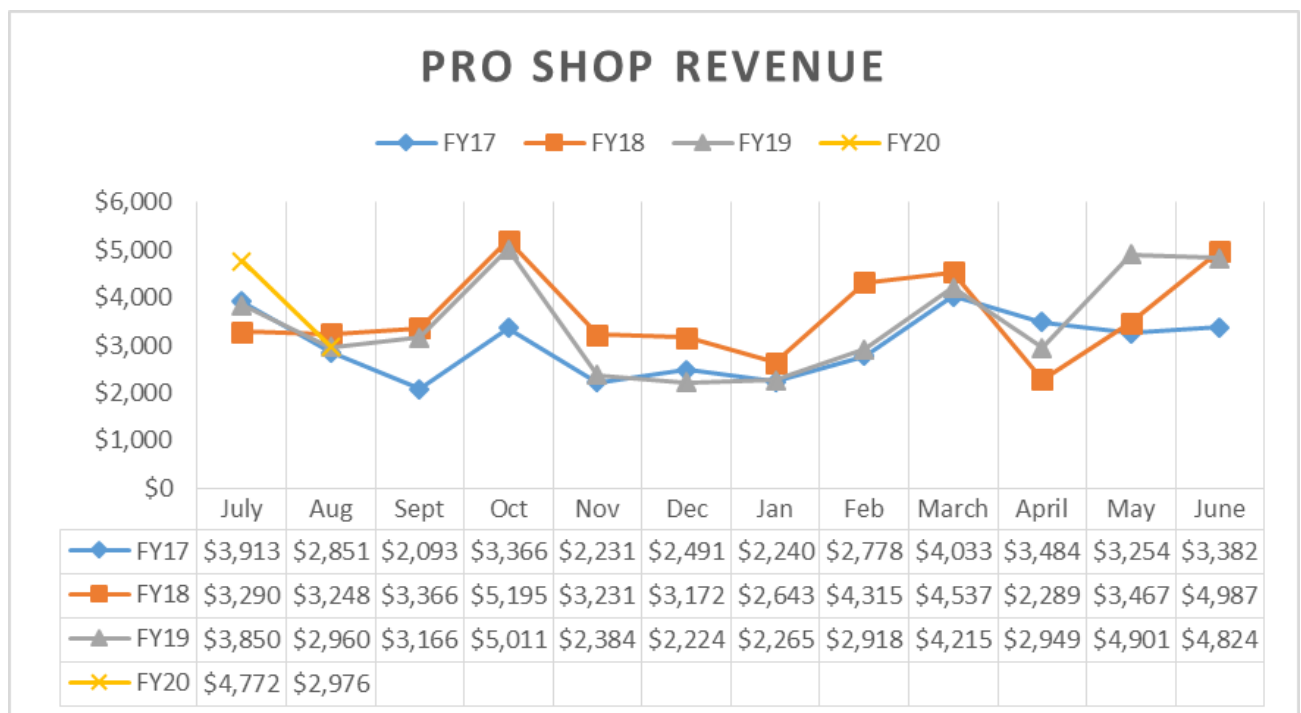


Monthly Revenue Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	\$31,433	\$26,142	\$24,867	\$43,503	\$27,134	\$57,131	\$26,567	\$37,829	\$38,636	\$25,144	\$28,177	\$33,913	\$400,478
FY18	\$111,356	\$29,355	\$39,850	\$55,131	\$47,120	\$26,685	\$33,914	\$50,253	\$34,808	\$67,517	\$41,521	\$38,990	\$576,500
FY19	\$46,885	\$40,381	\$42,874	\$51,662	\$40,147	\$93,557	\$41,445	\$45,990	\$36,116	\$37,691	\$34,317	\$110,530	\$621,596
FY20	\$55,851	\$35,006											\$90,857

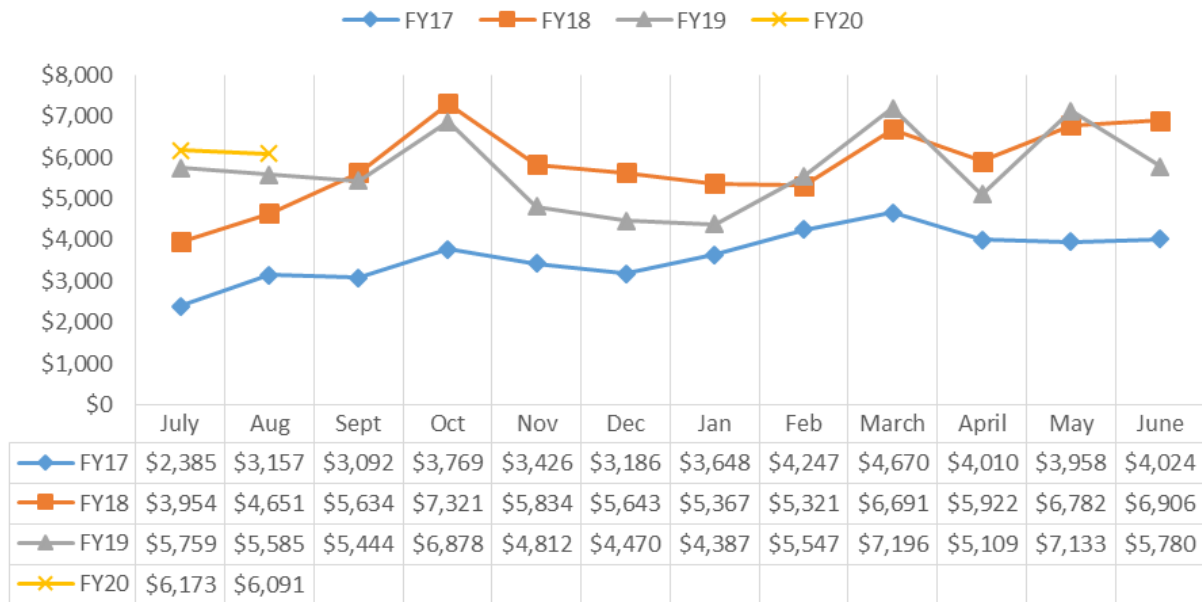
Revenue Comparisons: Monthly Categories



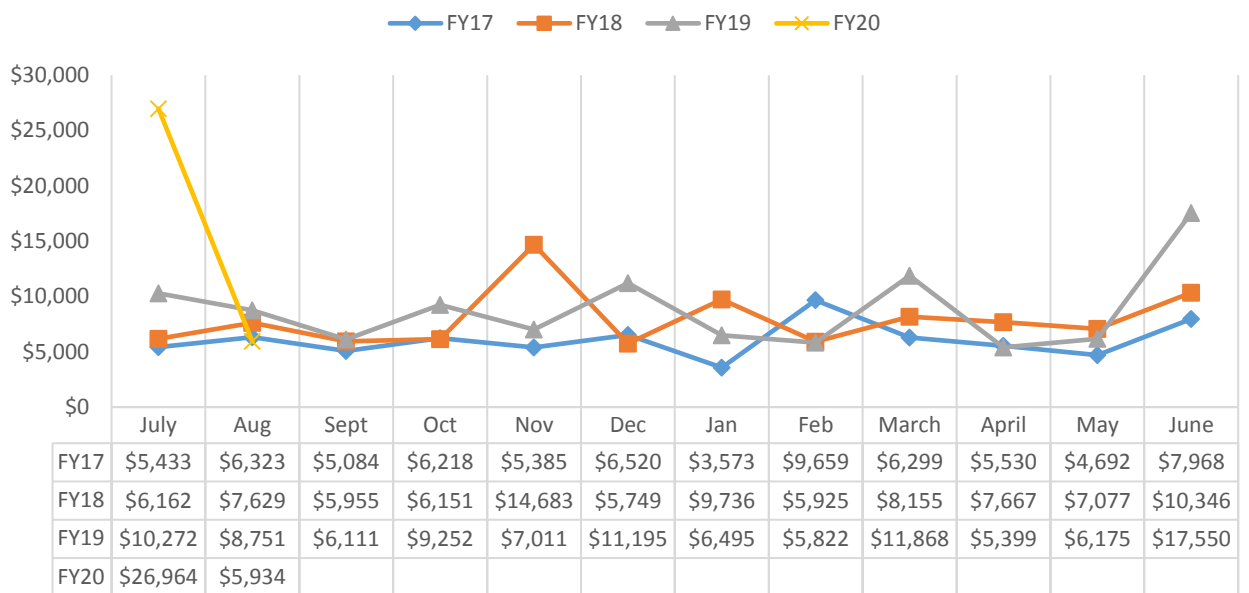
Variations in membership revenue are due primarily to inconsistencies in when checks are received from corporate membership partners.



CONCESSIONS REVENUE



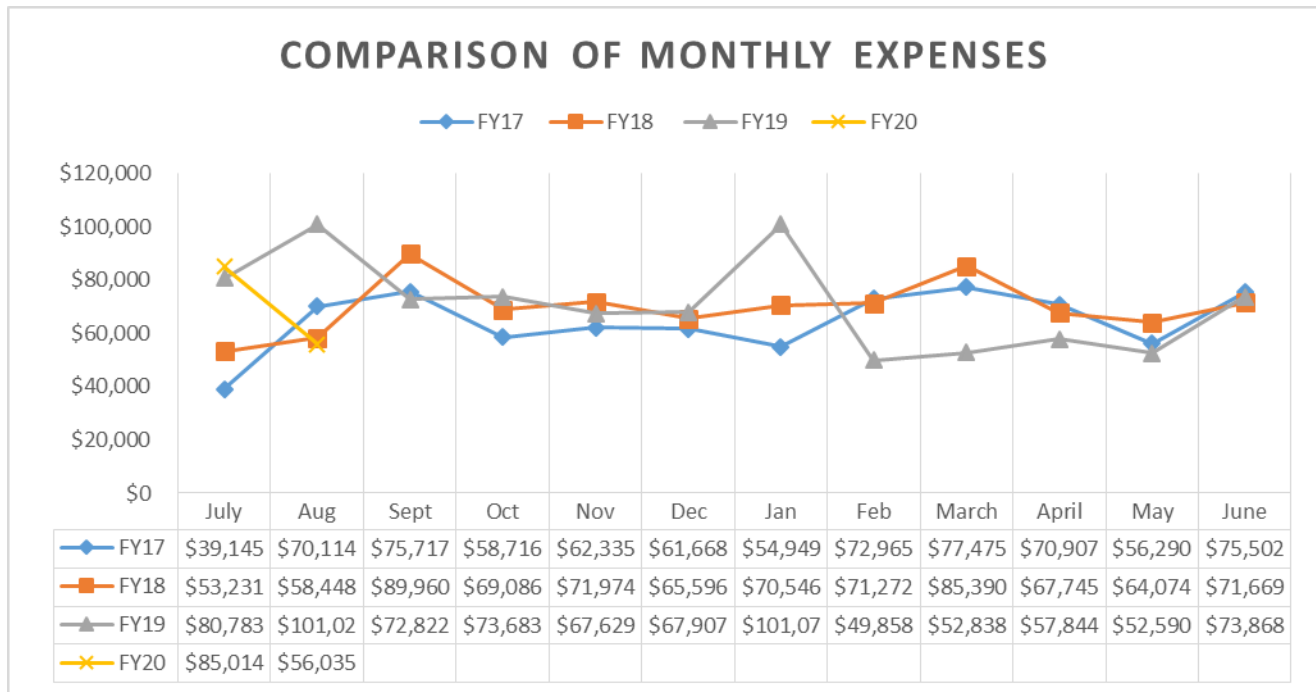
DAILY ENTRY FEES



FY19 Expenses

Expenses	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total	Budgeted	% used	remaining
Wages	\$54,419	\$35,425											\$89,845	\$665,682	13.50%	\$575,837
Benefits	\$12,492	\$8,074											\$20,566	\$146,058	14.08%	\$125,492
520 Housing	\$3,090	\$3,090											\$6,180	\$37,080	16.67%	\$30,900
545 Travel/Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	0.00%	\$3,000
561 Supplies	\$11,321	\$4,024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,346	\$100,605	15.25%	\$85,259
580 Boiler	\$0	\$55	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55	\$6,000	0.91%	\$5,945
661 Vehicle Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250	0.00%	\$250
663 Janitorial Supplies/Services	\$1,101	\$407	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,507	\$20,400	7.39%	\$18,893
668 Software Licenses	\$1,172	\$368	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,540	\$7,560	20.37%	\$6,020
669 Other Purchased Services	\$0	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$25,160	4.97%	\$23,910
683 Minor Equipment	\$0	\$2,332	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,332	\$21,000	11.11%	\$18,668
684 Donations and Awards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	0.00%	\$500
724 Dues/Subscriptions	\$179	\$179	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$358	\$2,000	17.89%	\$1,642
727 Advertising	\$98	\$9	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108	\$8,000	1.35%	\$7,892
733 Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200	0.00%	\$200
736 Bank Charges	\$1,015	\$823	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,838	\$14,645	12.55%	\$12,807
790 Allowance for Special Events	\$80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80	\$800	10.00%	\$720
799 Miscellaneous	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45	\$10,125	0.44%	\$10,080
TOTAL	\$85,014	\$56,035	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$141,049	\$1,069,064	13.19%	\$928,015

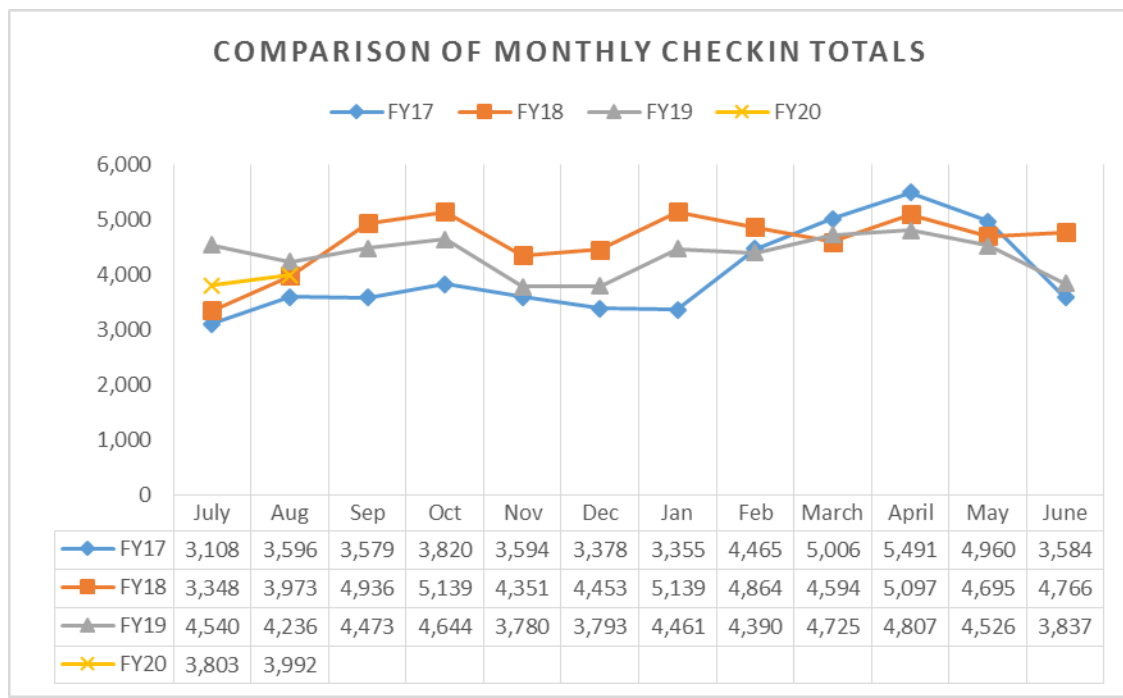
Comparison of Monthly Expenses



Facility Utilization

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

Facility Check-In	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total
Member Checkins	1,623	1,432											3,055
Daily Admissions	1,876	1,787											3,663
Rentals	0	529											529
Fitness Programming	132	150											282
Aquatics Programming	32	47											79
Youth Programs	140	47											187
Monthly Totals	3,803	3,992	0	0	0	0	0	0	0	0	0	0	7,795



City of Bethel, Alaska

City Clerk's Office

Council Regular Meetings

September 24, 2019 Regular City Council Meeting

October 8, 2019 Regular City Council Meeting

October 14, 2019 Special City Council Meeting

October 22, 2019 Regular City Council Meeting

Elections

The office received audio translation of the three ballot questions which is now available on the City's website.

Kids Vote Program Expansion

The office is working with Ayaprun, the High School and the University of Alaska 4H on the kids vote program. We have not heard back from GJE as of September 12.

The City Clerk's Office will provide a presentation to the 4H program on the 24th.

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. As of September 12, the Office has not heard back from AVCPRH. We will be working with YKHC to provide absentee in person at their long term care facility and ONC stated they do not have the capacity to have the seniors meet for the purpose of absentee voting and that they can vote 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 three qualified application for the City Attorney Vacancy.

Misc.

- Prepared Resolution 19-12 Police Chief PERS inclusion at the request of Mayor Watson.
- Worked with Michael Gatti to finalize ordinance 19-19.
- Drafting an Ordinance amending 13.16.150 to include a 6-yard dumpster rate.
- Finalizing a draft of a Request for Proposal to allow a contractor place vending machines at City properties and provide the City with a % of the profits. Looking to have the RFP released in October.
- Working with the Finance Department and Administration to establish access to the State's online minor office files transfer for our ability to go after PFD garnishments. We are evaluating our ability to access these files and the cost effectiveness of continuation with the agreement with the State.
- Working on identifying a more efficient way for the City to process alcohol special events permit applications to help ensure internal efficiency and timely completion for the applicants.

Alcohol Licenses Status –Does not include changes made by MCB meeting actions.

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.