

CITY OF BETHEL

City Council Meeting Agenda, September 22, 2020 – 6:30 PM

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

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

Council Members: Mayor Perry Barr, Vice-Mayor Haley Hanson, Alyssa Leary, Mark Springer, Cece Franko, Michelle DeWitt, Hugh Dymont



ALL PUBLIC MEETINGS OF THE CITY OF BETHEL WILL BE HELD VIRTUALLY

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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. *9-8-2020 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

7.1. Committee/Commission/Board Agendas And Draft Meeting Minutes

Posted September 16, 2020 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

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 20-30: Authorizing The Sale Of The Land And Building Located At 127 Atsaq Way To The Bethel Winterhouse (Acting City Manager Strickler)
- 9.2. Public Hearing Of Ordinance 20-12(d): Amending The City Of Bethel Fiscal Year 2021 Budget-Finance Department Stabilization-KYUK Lease Space-Streets And Roads-Hydrologic And Hydraulic Survey-Travel And Advertisement For City Manager Recruitment-Security System 4-H Youth Center-Fitness Center Feasibility Study For Phase 2-Grant Reports (Acting City Manager Strickler)
- 9.3. Appointment Of Interim City Manager (Acting City Manager Strickler)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 20-31: Amending Bethel Municipal Code 2.08, City Manager And 2.12 City Officers (Acting City Manager Strickler)
- 10.2. *AM 20-45: Authorizing The City Manager To Negotiate And Execute A Contract With Wolverine Supply Inc. For City Hall Improvements (Acting City Manager Strickler)
- 10.3. *AM 20-46: Direct Administration To Negotiate And Execute A Memorandum Of Agreement With The State Of Alaska Department Of Transportation And Public Facilities For The Statewide Transportation Improvement Plan (STIP) 2020-2023 (Acting City Manager Strickler)
- 10.4. AM 20-47: Direct Administration To Begin Working On Acquiring Easements For The Connection Of A Gravel 12' Walking Trail Connecting City Subdivision To The Yukon Kuskokwim Health Corporation And To Plan For Project Execution The Summer Of 2021 And To Engage With Other Agencies Such As AVCP, ONC And YKHC To Identify Partnership Opportunities (Council Member Dewitt)
- 10.5. *AM 20-48: Accept And Approve The 2020 State Homeland Security Program Grant Award In The Amount Of \$255,783.50 And Direct The Acting City Manager To Sign The Related Grant Agreement (Acting City Manager Strickler)
- 10.6. *IM 20-13: City Of Bethel Organizational Retreat Priorities (Council Member DeWitt)
- 10.7. *IM 20-14: Emergency Procurement Of Cleaning And Sanitation Services (Acting City Manager Strickler)

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

Posted September 16, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

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13.1. In Accordance With As 44.62.310 (C)(1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- YK Fitness Center, Construction Issues and Recourse (Council Member Dymont)

14. ADJOURNMENT

Posted September 16, 2020 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 8, 2020 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

Mayor Barr 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:
City Council Member Hugh Dymont (telephonically) City Council Member Michelle DeWitt (telephonically) City Council Member Mark Springer (telephonically) City Council Member Alyssa Leary (telephonically) Council Member Cece Franko (telephonically) Vice-Mayor Haley Hanson (telephonically) Mayor Perry Barr
Members Absent:
Also in attendance were the following:
Acting City Manager Lori Strickler, Deputy City Clerk Kevin Morgan, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Joy Huntington and Shea Siegart, Alaskans for Better Elections- They Support Ballot Measure 2. Makes Alaska Primary Elections accessible to all voters. Allows eligible voters to rank candidates in General Elections. Shines light on political spending in campaigns; shows true source of funds in organizations.

Jon Cochrane- Supports property transfer of the Old Senior Center to Bethel Winter House. Much of the homeless population is from Bethel. Bethel Winter House has greatly reduced fatalities do to exposure.

Anny Cochrane- Supports the property transfer of the Old Senior Center to Bethel

Winter House. They have helped over 200 individuals last year. Majority of services are for Bethel Residents. Bethel Winter House operation reduces cost to the city: CSP calls, requests for officers, and transportation costs are reduced. Provides a benefit to the city of Bethel and to the people who stay there.

Eileen Arnold, Executive Director of Tundra Women's Coalition (TWC) - Supports the transfer of the Old Senior Center to Bethel Winter House. Currently, TWC is the only full-need shelter in Bethel. Bethel Winter House has benefits to city in addition to providing housing such as reducing costs related to law enforcement.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval Of Consent Agenda And Regular Agenda.

Moved by:	Mark Springer
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *8-25-2020 Regular City Council Meeting
Passed on the consent agenda.

Item 6.2. - *8-26-2020 Special City Council Meeting
Passed on the consent agenda.

Item 6.3. - *8-31-2020 Special City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission/Board Agendas and Draft Meeting Minutes

Port Commission, Hugh Dymont- No meeting due to lack of quorum. If anyone is interested in joining the Commission, please contact the City Clerk and apply.

Planning Commission, Vice- Mayor Hanson- Meeting on September 10th to review of hazards and nuisance properties as mentioned in the Council Priority Information Memorandum. The Planning Director is compiling a list.

Community Action Grant Technical Review Board, Mayor Barr- The application period is closed. They will meet on September 9th to review the applications and present them to the Council on the 22nd.

Parks, Recreation, Aquatic Health and Safety Center Committee, Council Member DeWitt- Next meeting is September 14th, Monday 6 pm. Encouraged the public to please attend on zoom.

Finance Committee, Council Member Franko- Due to turnover in the Finance Department, it is unclear if a recorder has been appointed. Better communication is needed with the committee.

Public Works Committee, Council Member Leary- Next meeting is on September 15th. Invites the public to join online or on the phone. Invited a member of the Finance Committee to their meeting. They will discuss code enforcement about COVID-19.

Public Safety and Transportation Commission, Council Member Springer- Recapped the agenda topics from the meeting: transportation planning and Tundra Ridge Road, training on anti-bias-vicarious trauma, and taxi cab permits BMC 05.20.080.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 20-12(b): Amending The City Of Bethel Fiscal Year 2021 Budget-Heat Trace Loop Relief (City Manager Corazza)

Mayor Barr opened the Public Hearing.

No one present to be heard.

Mayor Barr closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 20-12(b).

Moved by:	Michelle DeWitt
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Budget Ordinance 20-12 (C): Amending The City Of Bethel Fiscal Year 2021 Budget- Professional Services (Mayor Barr)

Mayor Barr opened the Public Hearing.

No one present to be heard.

Mayor Barr closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 20-12(c).

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - Emergency Ordinance 20-29: Extending The Declaration Of Emergency Issued Through Ordinance #20-11, Ordinance #20-09, And Ordinance #20-08 (Acting City Manager Strickler)

Mayor Barr opened the Public Hearing.

No one present to be heard.

Mayor Barr closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 20-29.

Moved by:	Mark Springer
Seconded by:	Hugh Dymont
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Hugh Dymont
Opposed:	None
Results:	Motion Carries

Item 10.2. - *Introduction Of Ordinance 20-30: Authorizing The Sale Of The Land And Building Located At 127 Atsaq Way To The Bethel Winterhouse (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.3. - *Introduction Of Ordinance 20-12 (d) Amending The City Of Bethel Fiscal Year 2021 Budget- Finance Department Stabilization-KYUK Lease Space- Streets And Roads-Hydrologic And Hydraulic Survey-Travel And Advertisement For City Manager Recruitment-Security System 4-H Youth Center-Fitness Center Feasibility Study For Phase 2-Grant Reports (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.4. - *Resolution 20-14; Authorizing The Procurement Process For Consulting Services For Independent Contractors To Conduct A Review Of Municipal Operations To Include But Not Be Limited To (1) Employee Complaints Of Improper Conduct By Supervisors (2) Financial Operations Of The City And (3) Management And Accounting Of Cares Act Funds As Provided By BMC 4.20.170 (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.5. - *AM 20-42 Appointment Of Committee/Commission/Board Member. Ryan M. Jeffries- Public Works Committee (Mayor Barr)

Passed on the consent agenda.

Item 10.6. - *AM 20-43: Authorizing The Acting City Manager To Negotiate And Execute A Contract With Bethel Broadcasting, Inc., D/B/A KYUK, To Utilize KYUK's Tower Space For Public Safety Paging And Radio System Antennas (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.7. - *AM 20-44: Authorizing The City Manager To Negotiate And Execute A Professional Services Agreement With Wolverine Supply Inc. For Emergency Repairs To The YK Fitness Center (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.8. - *IM 20-11: City Of Bethel Organizational Retreat Priorities (Acting City Manager Strickler)

Passed on the consent agenda.

Item 10.9. - *IM 20-12: Presentation Of The City's Water and Sewer Services Expenditures Compared To Budget From July 1, 2020 To August 31, 2020 – Utilities Maintenance – Water and Wastewater Activity Report (Acting City Manager Strickler)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Barr- Spoke about the historic 1918 Flu pandemic and how we are fortunate to have many ways of minimizing the COVID-19 virus with modern means. It is positive to see agencies coming together in the community. There was only one Community Action Grant last quarter. The next period is October 14th. Encouraged the public to ask themselves, how they can make Bethel a better place to live, and apply for the grant. Currently, schools are in code red; no students allowed in the school. Urged the public to please make travel plans before you travel; the weather is stormy this time of year.

Vice-Mayor Hanson- Thanked the council members on their comments and appreciates all the thought that the Council has put into the mandates. Thanked the health professionals who spoke on the topic in previous meetings. BRHS will distribute packets tomorrow; reminded the students and parents that packets will be ready.

Council Member Leary- Urged the public: keep your social circle small, put less people at risk, limit your travel, and keep up the good work. It is working. We have a small

numbers of cases compared to the rest of the country.

Council Member Franko- Shares Council Member Dymont's thoughts on the emergency ordinances. Understands that the public is divided on the issue. Wishes the governor showed more leadership. Urged the public to practice COVID-19 guidelines.

Council Member Springer-Appreciates Council Member Dymont's words. Spoke about community spread and how we are working hard to prevent new cases. Spoke about the challenge for parents who have their children home from school. Asks employers to take that into consideration. Wished a T.V. commercial star well. Glad to hear that moose hunters are returning safely.

Council Member DeWitt- Brought attention to IM 20-11 and wants to address the City of Bethel organization goals in the future.

Council Member Dymont- Hopes that the administration will pursue ways to use CARES act funds to solve water and sewer utilities issues. Spoke about the recent special meeting concerning COVID-19 mandates. There are civil liberty implications, but remember that the decision was made with the advice of the medical community. Mentioned that Federal Courts have ruled in favor of counties and states in regards to this emergency and it is important to him that this Council made an emergency action with the consultation of health authorities. Hopes that future Councils will take the same collaborative approach.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310(c)2: Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion- Six Month Evaluation- City Attorney (Mayor Barr)

*City Attorney Libby Bakalar requested a public discussion.
The Council evaluated the City Attorney in open session.*

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Alyssa Leary
Seconded by:	Haley Hanson
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Hugh Dymont

Opposed: | None
Results: | Motion Carries

Meeting ended at 8:00 p.m.

Perry Barr, Mayor

ATTEST:

Kevin Morgan,
Deputy City Clerk



Planning Commission Meeting Agenda Regular Scheduled Meeting September 10, 2020– 6:30PM

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2021

Alex Wasierski
Commission Member
Term Expires 12/2021

Shadi Rabi
Commission Member
Term Expires 12/2021

Scott Campbell
Commission Member
Term Expires 12/2020

Stanley Hoffman Jr
Alternate Member
Term Expires 12/2021

Haley Hanson
Council Representative
Term Expires 10/2020

Ted Meyer
Ex-Officio Member

Pauline Boratko
Recorder

We are now hosting our public meetings though Zoom.

To join the meeting, follow these instructions:

1. Go to the website: <https://zoom.us/join>

User ID: 488 845 6188 Passcode: 13871

OR

2. Call in by finding your local number at <https://zoom.us/join> then

Use one of the numbers: 253-215-8782, 301-715-8592, 312-626-6799, 346-248-7799, 669-900-9128, 312-626-6799 Toll-free numbers: 833-548-0276, 833-548-0282, 877-853-5257, 888-475-4499

User ID: 488 845 6188 Passcode: 13871

AGENDA

I. CALL TO ORDER:

II. ROLL CALL:

III. PEOPLE TO BE HEARD – (3 Minute Limit)

We are only accepting written testimony from the public for each of our public meetings. Deadline to submit written testimony will be at 4pm on the day of the meeting. Please submit testimony to planning@cityofbethel.net. Anonymous submissions will not be accepted.

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF THE MINUTES:

A. July 9, 2020—regular meeting.

B. August 13, 2020—cancelled meeting

VI. SPECIAL ORDER OF BUSINESS:

VII. NEW BUSINESS:

A. Review and prioritization of hazard and nuisance property for municipal action.

VIII. UNFINISHED BUSINESS:

IX. PLANNER'S REPORT:

X. COMMISSIONER'S COMMENTS:

XI. ADJOURNMENT:



City of Bethel
Parks, Recreation, Aquatic, Health & Safety Center Committee
Regular Meeting - Monday, September 14, 2020 6:00 pm
City Hall Council Chambers, Bethel, AK

We are hosting our public meeting via Zoom.

To join this meeting, follow these instructions:

Go to the website, <https://zoom.us/join> or

Call: 253-215-8782, 301-715-8592, 312-626-6799, 346-248-799, 699-900-6833, or 929-205-6099

Zoom Meeting ID: 859 9285 3564 Passcode: 929294

Brian Lefferts
Committee Chair
Term Expires 2020

Judy Wasierski
Vice-Chair
Term Expires 2021

Kathy Hanson
Committee Member
Term Expires 2021

Beverly Hoffman
Committee Member
Term Expires 2021

Garrett Hussion
Committee Member
Term Expires 2022

Rose Henderson
Committee Member
Term Expires 2023

Kathryn Baldwin
Alt. Committee Member
Term Expires 2020

Michelle DeWitt
Council Representative
Term Expires 2020

Stacey Reardon
YK Fitness Center Director

Corbin Ford
Property Maint. Foreman
Ex Officio Member

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – Three minutes per person

We are accepting written testimony from the public for each of our public meetings. Deadline to submit written testimony will be 4:00pm the day of the meeting. Please send written testimony to pwadmin@cityofbethel.net. Anonymous submissions will not be accepted.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES

- A. August 10, 2020 Regular Meeting
- B. August 24, 2020 Special Meeting

VI. UNFINISHED BUSINESS

- A. Phase II Multipurpose Facility
- B. 2020 Committee Goals
- C. Pinky's Park Developments and Updates Park Names
- D. Sugar-Sweetened Beverage Tax
- E. Parks/Public Spaces Permit System

VII. NEW BUSINESS

- A. Contracted Services/Re-establish a Parks and Recreation Department by FY2022

VIII. PROPERTY MAINTENANCE REPORT

IX. YK FITNESS FACILITY DIRECTOR REPORT

X. COMMITTEE MEMBER COMMENTS

XI. ADJOURNMENT

Posted September 8, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

City of Bethel, Alaska

Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes

August 24, 2020

Special Meeting

Bethel, Alaska

I. CALL TO ORDER:

A special Parks and Recreation Committee Meeting was held on August 24, 2020 via Zoom. Brian Lefferts called the meeting to order at 06:05 pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call: Brian Lefferts, Kathy Hanson, Beverly Hoffman, Rose Henderson, and Michelle DeWitt.

Also Present: Stacey Reardon and Charlie Dan

Excused Absence: Kathryn Baldwin

Unexcused Absence: Corbin Ford

III. PEOPLE TO BE HEARD:

IV. APPROVAL OF AGENDA:

Moved By:	Rose Henderson	Motion to approve Agenda.
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. SPECIAL ORDER OF BUSINESS:

A. Sugar-Sweetened Beverage Tax-

MOVED BY:	Beverly Hoffman	Motion to suspend the rules to hear from Lori Strickler.
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION	Motion carried by unanimous vote.	

Distribution of funds- Long-term funding for the Pool.

\$0.01 per fluid ounce

Beverly, Two reasons-supports a much needed gym and healthy program's trail.

Moved By:	Michelle DeWitt	Motion to suspend the rules to hear from Amber Jones.
SECONDED BY:	Beverly Hoffman	
VOTE ON MOTION	Motion carried by unanimous vote.	

Utqiagvik-American Beverage Association will push back on this tax heavily.

YKHC and Public Health Nursing would be able to support this. Bethel Family Dental may be a contender.

How to utilize revenue? Make up for loss of revenue and/or funding for Phase II of the Fitness Center

Moved By:	Beverly Hoffman	Motion to amend 04.07a090 clarify how to prioritize funds. "Prioritize making up the deficit in annual sales tax revenue to the YKFC and strategic planning for a Phase II gym, followed by trails and boardwalk development and other recreational operations."
SECONDED BY:	Rose Henderson	
VOTE ON MOTION	Motion carried by unanimous vote.	

Change wording to indoor/outdoor recreation

Moved By:	Kathy Hanson	Motion to amend wording to replace recreation to indoor and outdoor recreation in the second whereas.
Seconded By:	Rose Henderson	

VOTE ON MOTION	Motion carried by unanimous vote.	
MOVED BY:	Beverly Hoffman	Motion to add verbiage in the ordinance after Indoor Recreation is a limited commodity, "Funds from this will support the development and construction of Phase II, a Multipurpose Community Gym."
SECONDED BY:	Rose Henderson	
VOTE ON MOTION	Motion carried by unanimous vote.	
MOVED BY:	Kathy Hanson	Motion to add verbiage at the end of whereas statements inside the ordinance, "Sustaining and expanding our current Fitness Center will improve social and physical well-being for current and prospective residents.
SECONDED BY:		
VOTE ON MOTION	Motion carried by unanimous vote.	

MOVED BY:	Beverly Hoffman	Motion to approve ordinance as amended.
SECONDED BY:	Kathryn Baldwin	
VOTE ON MOTION	Motion carried by unanimous vote.	

VI. MEMBER COMMENTS:

Brian Lefferts: Excited to see where this ordinance goes from here.

Kathy Hanson: No comment

Beverly Hoffman: Develop strong talking points in support of this ordinance; get everyone excited about where the funds will go.

Garrett Hussion: No comment

Rose Henderson: Thank you for being patient with me, I would like to be transparent with the community. The more information we can give the community, the better; the more power we have allocating those funds to what is needed without any backlash.

Kathryn Baldwin: No comment

Michelle DeWitt: Thank you to Amber for helping with some of the research on this ordinance and to Lori for putting this ordinance together and to all of you for your input tonight. Stay tuned to Council Meeting tomorrow night to see their response to this.

VII. ADJOURNMENT:

MOVED BY:	Beverly Hoffman	Motion to adjourn.
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION	Motion carried by unanimous vote.	

With no further business, meeting adjourned at 7:25 PM.

APPROVED THIS _____ DAY OF _____, 2020.

Brian Lefferts
Committee Chair

Charlie Dan
Recorder of Minutes

City of Bethel, Alaska

Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes

August 10, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular Parks and Recreation Committee Meeting was held on August 10, 2020 via Zoom. Brian Lefferts called the meeting to order at 06:06 pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call: Brian Lefferts, Judy Wasierski, Kathy Hanson, Rose Henderson, Michelle DeWitt and Garrett Hussion.

Also Present: Stacey Reardon and Charlie Dan

Excused Absence: Beverly Hoffman

Unexcused Absence: Corbin Ford

III. PEOPLE TO BE HEARD:

Ruth Miller – Codman Services quote information to 907-545-8177 or ruth.miller@codmanservices.com

IV. APPROVAL OF AGENDA:

Moved By:	Judy Wasierski	Motion to approve Agenda.
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION	Motion carried by unanimous vote.	

Moved By:	Michelle DeWitt	Motion to move agenda items State/Cleanliness of Parks, Property Maintenance Report, Sugar-Sweetened Beverage Tax before Unfinished Business Items.
SECONDED BY:	Rose Henderson	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. APPROVAL OF MINUTES:

Moved By:	Kathy Hanson	Motion to approve meeting minutes for July 13, 2020.
SECONDED BY:	Judy Wasierski	
VOTE ON MOTION	Motion carried by unanimous vote.	

VI. UNFINISHED BUSINESS:

- A. Phase II Multipurpose Facility- Keep on agenda
- B. 2020 Committee Goals-
- C. Pinky's Park Developments and Updates Park Names-

VII. NEW BUSINESS:

- A. Sugar-Sweetened Beverage Tax-

Moved By:	Michelle DeWitt	Motion to suspend the rules to hear from Amber Jones from the YKHC Diabetes Program.
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION	Motion carried by unanimous vote.	

Falling short \$130,000 each year of profits from the Fitness Center to get the facility to be budget neutral, this Sugar-Sweetened Beverage Tax will be a great effort to support that goal. Special Meeting on the 24th at 6:00 PM to discuss in greater detail.

- B. Re-establishing a Parks and Recreation Department by FY2022- Combine this agenda item with Contract Services

- C. Parks/Public Spaces Permit System-
- D. State/Cleanliness of Parks- Most years, the Sport's Field is usually up kept. What happened?
When will it get fixed?
- E. YK Fitness Center COVID Policies

VIII. PROPERTY MAINTENANCE REPORT:
IX. YKFC FACILITY DIRECTOR'S REPORT:
X. MEMBER COMMENTS:

Brian Lefferts: Thank you
 Judy Wasierski: No comment.
 Kathy Hanson: No comment.
 Garrett Hussion: Pinky's Park/Skate Park kids pushing soda cans under the ramps.
 Michelle DeWitt: No comment.
 Rose Henderson: No comment.
 Kathryn Baldwin: No comment.

XI. ADJOURNMENT:

MOVED BY:	Kathy Hanson	Motion to adjourn.
SECONDED BY:	Judy Wasierski	
VOTE ON MOTION	Motion carried by unanimous vote.	

With no further business, meeting adjourned at 8:12 PM.

APPROVED THIS _____ DAY OF _____, 2020.

 Brian Lefferts
 Committee Chair

 Charlie Dan
 Recorder of Minutes

City of Bethel, Alaska

Public Safety & Transportation Commission

September 02, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A special meeting of the Public Safety and Transportation Commission was held on September 02, 2020 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:35pm.

II. ROLL CALL

Present: Madelene Reichard *Chair*
Azara Mohammadi *Vice Chair*
Nicholai Joekey
Theresa Quiner

Absent: Mark Springer *Council Representative*
Peter Williams
Mary Nanuwak
Melanie Fredericks

Ex-Officio Present: Jesslyn McGowan *Recorder*
Richard Simmons *Police Chief*
Daron Solesbee *Acting Fire Chief*

III. PEOPLE TO BE HEARD

No one to be heard.

IV. APPROVAL OF AGENDA

MOVED:	Joekay	Motion to approve the agenda.
SECONDED:	Quiner	
VOTE ON MAIN MOTION	All in favor.	

V. APPROVAL OF MINUTES

MOVED:	Joekey	Motion to approve the minutes from the regular meeting of August 05
SECONDED:	Quiner	
VOTE ON MAIN MOTION	All in favor.	

VI. UNFINISHED BUSINESS

A. Update on Transportation Planning and Tundra Ridge Road.

City Planner absent.

MOVED:	Mohammadi	Motion to table to next meeting.
SECONDED:	Quiner	
VOTE ON MAIN MOTION	All in favor.	

B. Training Discussion Update for BPD and BFD

Chief Simmons updated the commission on the trainings that the officers have taken through state requirements. Also, spoke on a curriculum he is currently working on for the officers. Members spoke on the benefit of taking the Anti-Bias and Vicarious Trauma and came to an agreement to wait to see curriculum before discussing anything further.

MOVED:	Mohammadi	Motion to table until Chief shows curriculum to the board.
SECONDED:	Quiner	
VOTE ON MAIN MOTION	All in favor.	

C. Update on Taxi Cab Permits to Suspend or Revoke – BMC Code 05.20.080

Transportation Inspector gave an update regarding the permits. Spoke to the owner who stated he wants to kill the permits and get rid of them completely. Transportation Inspector just waiting on the letter to go further with the process.

VII. CHIEF's COMMENTS

Chief Simmons – See Report in Commission Packet

Chief Howell – See Report in Commission Packet

VIII. TRANSPORTATION INSPECTOR'S REPORT

See Report in Commission Packet

IX. COUNCIL REPRESENTATIVE's COMMENTS

Council Representative not present

X. COMMISSION MEMBER's COMMENTS

Azara Mohammadi- No comment

Nicholai Joekay- No comment

Theresa Quiner- No comment

Madelene Reichard- No comment

XI. ADJOURNMENT

MOVED:	Mohammadi	Motion to adjourn.
SECONDED:	Quiner	
VOTE ON MAIN MOTION	All in favor.	

Meeting adjourned at 7:07 pm.

APPROVED THIS _____ DAY OF _____, 2020.

Jesslyn McGowan, Recorder

Madelene Reichard, Chair



City of Bethel
Public Works Committee
Regular Meeting - Wednesday, September 16, 2020 5:30 pm
City Hall Council Chambers, Bethel, AK

Gary Decossas
Committee Chair
Term Expires 2022

Alyssa Leary
Committee Co-Chair
Council Representative
Term Expires 2021

Ryan Butte
Committee Member
Term Expires 2020

Juan Delgado
Committee Member
Term Expires 2021

Bill Arnold
Public Works Director
Ex- Officio Member

Charlie Dan
Committee Recorder

We are hosting our public meeting through Zoom.

To join this meeting, follow these instructions:

Go to the website, <https://zoom.us/join> or

Call: 253-215-8782, 301-715-8592, 312-626-6799, 346-248-799, 699-900-6833, or 929-205-6099

Zoom Meeting ID: 825 3039 9734 Passcode: 338643

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – 5 minute limit

We are still accepting written testimony from the public for each of our public meetings. Deadline to submit written testimony will be 4:00pm the day of the meeting. Please send written testimony to pwadmin@cityofbethel.net. Anonymous submissions will not be accepted.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES

a) August 19, 2020 Regular Meeting

VI. UNFINISHED BUSINESS

a) Amending BMC 08.12.020 and 08.12.030 (Leary)

b) Recommendation for City Code Enforcer Follow up

VII. NEW BUSINESS:

a) Water/Sewer Utility Financial Issues

VIII. DIRECTOR'S REPORT

IX. COMMITTEE MEMBER COMMENTS

X. ADJOURNMENT

City of Bethel, Alaska

Public Works Committee Meeting Minutes

August 19, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular Public Works Committee meeting was held on August 19, 2020 via Zoom. Gary Decossas called the meeting to order at 5:35 pm.

II. ROLL CALL:

Present: Gary Decossas, Alyssa Leary, Ryan Butte, and Juan Delgado
Also Present: Charlie Dan

III. PEOPLE TO BE HEARD:-5 Minute Limit

IV. APPROVAL OF AGENDA:

MOVED BY:	Alyssa Leary	Motion to amend agenda by tabling Unfinished Business Item B on the agenda.
SECONDED BY:	Ryan Butte	
VOTE ON MOTION	Motion carried by unanimous vote.	

MOVED BY:	Alyssa Leary	Motion to approve amended agenda.
SECONDED BY:	Juan Delgado	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. APPROVAL OF THE MINUTES:

MOVED BY:	Alyssa Leary	Motion to approve meeting minutes for 07-15-2020.
SECONDED BY:	Juan Delgado	
VOTE ON MOTION	Motion carried by unanimous vote.	

VII. UNFINISHED BUSINESS:

- A.** Amending BMC 08.12.020 and 08.12.030- How much would it cost the vendors/companies to enforce this portion of Bethel Municipal Code? Ideas-Incentive for the detention facility to propose community service hours. Incentive for submitting bags from around town for a dollar amount.

MOVED BY:	Alyssa Leary	Motion to table agenda item.
SECONDED BY:	Ryan Butte	
VOTE ON MOTION	Motion carried by unanimous vote.	

- B.** Recommendation for City Code Enforcer Follow up- Ted, Planning Director, is not present. Will follow up for next month.

- C.** Hauled Utility Issues- Requesting report from both parties, Hauled Utilities and Finance.
Disconnection between HU and Finance. Water and Sewer Financial Issues

MOVED BY:	Ryan Butte	Motion to support what Alyssa mentioned: change, for
------------------	------------	--

SECONDED BY:	Juan Delgado	the next meeting, Unfinished Business Item C from Hauled Utility Issues to Water/Sewer Financial Issues with the main point being: the disconnect between Hauled Utilities and Finance and the \$600,000 deficit in revenue for this Hauled Utilities.
VOTE ON MOTION	Motion carried by unanimous vote.	

VIII. NEW BUSINESS:

- A.** Berms on the Side of Roads-City needs a different piece of equipment to remove/push the berms on the side of the road.

MOVED BY:	Ryan Butte	Motion to request Public Works Director propose a plan to reshape and repair the berms on City roads to a working order.
SECONDED BY:	Juan Delgado	
VOTE ON MOTION	Motion carried by unanimous vote.	

IX. DIRECTORS REPORT:

X. COMMITTEE MEMBER'S COMENTS:

- A. Leary-** No comment, thank you for taking your time to reach quorum tonight, appreciate it.
R. Butte- No comment
J. Delgado- No comment
G. Decossas- No comment

XI. ADJOURNMENT

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

With no further business, meeting adjourned at 6:38 PM.

APPROVED this _____ DAY OF _____, 2020.

Gary Decossas
Committee Chair

Charlie Dan
Recorder of Minutes

Introduced by: Acting City Manager Strickler
Introduction Date: September 8, 2020
Public Hearing Date: September 22, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #20-30

AN ORDINANCE BY THE BETHEL CITY COUNCIL AUTHORIZING THE SALE OF THE LAND AND BUILDING LOCATED AT 127 ATSAQ WAY TO THE BETHEL WINTERHOUSE

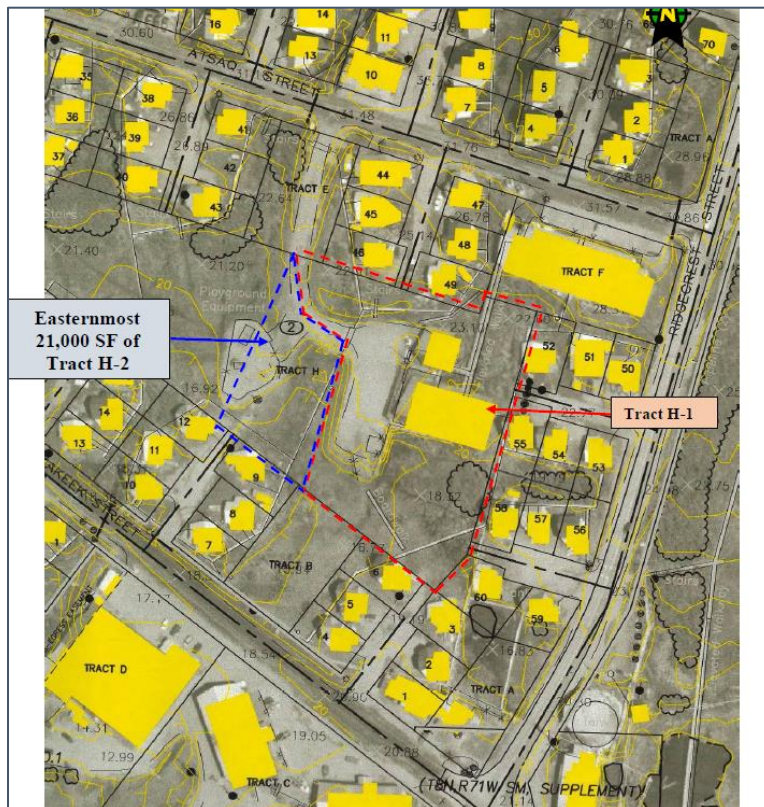
- WHEREAS,** the City of Bethel owns a parcel of land situated on Tract H, Block 2, Turnkey 111 Housing Development, according to Plat 87-6, filed in the Bethel Recording District, Fourth Judicial District, State of Alaska;
- WHEREAS,** the land contains a building which is commonly known as the "Old Senior Center";
- WHEREAS,** the property has remained vacant since the fall of 2014;
- WHEREAS,** Bethel Winterhouse is a non-profit homeless shelter that provides meals and shelter services in the community of Bethel;
- WHEREAS,** between December 1, 2018 and March 31, 2019, Bethel Winterhouse supported 2,076 total service contacts with overnight stays at the shelter and/or meals services with an average of 15 guests per night for overnight stays;
- WHEREAS,** the City recognizes that providing opportunities for shelter and services to persons experiencing homelessness requires stability and the opportunity for growth;
- WHEREAS,** Bethel Winterhouse, a non-profit organization, provides a necessary public service to our community and region;
- WHEREAS,** the City is committed to supporting individuals experiencing homelessness through partnership and collaboration;

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

Introduced by: Acting City Manager Strickler
Introduction Date: September 8, 2020
Public Hearing Date: September 22, 2020
Action:
Vote:

SECTION 2. Legal Description. The property ("Property") which is the subject of the sale is more particularly described as "the Old Senior Center" and all buildings located on the following tract of land: Tract H, Block 2, Turnkey 111 Housing Development, Bethel, Alaska.



Introduced by: Acting City Manager Strickler
Introduction Date: September 8, 2020
Public Hearing Date: September 22, 2020
Action:
Vote:

SECTION 3. Disposal to Entity Providing a Necessary Public Service. In accordance with the Bethel Municipal Code 4.08.030(B):

The city council may, by ordinance, provide for the disposal of an interest in real property to a municipal, borough, state, or federal or other appropriate entity providing a necessary public service without seeking bids and for less than the current assessed value or current appraised value of that interest in real property. All disposals made pursuant to this subsection for less than the current assessed value or current appraised value shall include a condition requiring that the interest of the city being disposed of shall revert to the city in the event the real property disposed of is not being used to provide the necessary public service justifying the original disposal.

The Bethel City Council finds that the services provided by the Bethel Winterhouse clearly fall within the scope of this provision. Necessary public service is defined in BMC 4.08.060 Definitions as:

In this chapter, unless otherwise provided or the context otherwise requires:

- A. *Appropriate Entity.* A determination shall be made by the city council as to whether or not the entity in question will further the public interest.
- B. "Interest in real property" includes, but is not limited to, fee simple ownership, a lease, an easement, and the possibility of reverter.
- C. "Necessary public service" includes, but is not limited to, police protection; fire protection; public health and safety; public education; electric, water and sewer utilities; and marine, land or air transportation.
- D. "Shall" is considered mandatory.

Section 4. Reverter Clause. The transfer of property for less than fair market value shall revert to the City in the event the transferee fails to operate the facility within the scope of the services that fall within the definition of "Necessary public services."

Introduced by: Acting City Manager Strickler
Introduction Date September 8, 2020
Public Hearing Date: September 22, 2020
Action:
Vote:

Section 5. In-kind Contributions by the City. The City will provide in-kind support to the operations of the Bethel Winterhouse by paying for water, sewer and garbage utilities for the life of the transfer.

Section 6. Administration to execute purchase and sale agreement. The Council directs the administration, in consultation with the City Attorney, to execute a purchase and sale agreement consistent with this ordinance as soon as practicable.

Section 7. Effective date. This ordinance shall become effective immediately upon passage by the City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS __ DAY OF SEPTEMBER 2020 BY A VOTE OF _ IN FAVOR AND _
OPPOSED.**

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made as of, _____, 2020 between Bethel Winter House ("Purchaser"), and the City of Bethel, Alaska, a municipality organized and existing under the laws of the State of Alaska ("Seller").

Purchaser and Seller agree as follows:

1. Purchase and Sale:

A. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to purchase only the buildings, and not the surface or subsurface rights to the property described as follows (the "Buildings"):

The Old Senior Center and all those buildings located on the following tract of land:

Tract H, Block 2, Turnkey II Housing Development, Plat #87-6, filed in the Bethel Recording District, Fourth Judicial District, State of Alaska

B. All buildings subject to this agreement are conveyed "as is," without warranty, express or implied, of merchantability or suitability for a particular purpose, or otherwise. Purchaser consents and agrees that it is relying solely on its own inspection of the premises and not on any representation of the Seller or Seller's agent or employees in making their determination to purchase the Buildings.

2. Purchase Price:

Purchaser agrees to pay for the Buildings the sum of ONE DOLLAR \$1.00.

3. Waiver of Sovereign Immunity:

The Purchaser hereby irrevocably waives any right it may have to assert-sovereign immunity from suit and from execution for the sole purpose of any claim, legal challenge, or dispute regarding the validity or enforcement of this Agreement. This waiver is for the limited purposes specified herein and is without prejudice to all other sovereign rights of the Purchaser.

4. Hazardous Material:

Purchaser acknowledges that it has personally inspected the Buildings, and after due and diligent inquiry, found no evidence of environmental contamination on or near the Buildings; and that the Seller, to the best of its knowledge, is unaware of any environmental contamination on or near the Buildings; and that the Purchaser will maintain the Buildings in such a manner as to prevent the occurrence of any environmental contamination; and Seller makes no warranties express or implied with respect to the condition of the Buildings, the existence or non-existence of environmental contamination or the suitability for any purpose whatsoever. Purchaser agrees that if the presence of hazardous material in the Buildings is caused or permitted by the Purchaser, its agents, employees, contractors, or invitees, or of

environmental contamination of the Buildings by hazardous materials otherwise occurs in the Buildings, Purchaser shall defend, indemnify and hold harmless Seller from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, but not limited to, sums paid in the settlement of claims, attorney's fees, consultant fees and expert fees) which indemnification includes, without limitations, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, restoration work required by any federal, state or local government in or under the Buildings. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local government authority, the State of Alaska, or the United States government.

5. Buildings Accepted "As-is":

Purchaser acknowledges that it has inspected the Buildings and accepts the same "as-is" and without reliance on any expressed or implied representations or, warranties of Seller or agents or employees of Seller, as to the actual physical condition or characteristics thereof of the Buildings.

Seller expressly makes no warranties as to the physical condition of the Buildings and all inspection obligations rest with the Purchaser.

6. Commissions:

Each party represents and warrants to the other that it has not engaged the services of any real estate licensee, broker, finder or other person who would be entitled to any commission or fee in respect to the subject matter of this Agreement and each shall indemnify the other against any loss, cost, liability or expense incurred by the other as a result of any claim asserted by any such real estate licensee, broker, finder or other person on the basis of any brokerage or similar arrangement or agreement made or alleged to have been made.

7. Notices:

No notice, consent, approval or other communication provided for herein or given in connection with this Agreement shall be validly given, made, delivered or served unless it is in writing and delivered personally, sent by overnight courier or sent by registered or certified United States mail, postage prepaid, with return receipt requested to:

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

Purchaser: Bethel Winter House
[ADDRESSES]
Bethel, Alaska 99559

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner to the other party. Notices, consent, approvals, and communications given by mail shall be deemed delivered upon the earlier of three days after deposit in the United States mail in the manner provided above or immediately upon delivery to the respective addresses set forth above, if delivered personally or sent by overnight courier.

8. Conditional Reverter:

Consistent with BMC 4.08.030(B) and associated action of the Bethel City Council under Ordinance #20-xxx, the Buildings shall revert to the City in the event they are not being used to provide a necessary public service.

9. In-kind Contributions by Seller.

Seller will provide in-kind support to the operations of the Bethel Winterhouse by paying for water, sewer and garbage utilities for the life of the transfer.

10. Entire Agreement:

This document contains the entire Agreement between the parties. It may not be modified except in writing and signed by all parties.

11. Controlling Law and Venue:

This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Alaska, and venue for actions between the parties arising out of or related to this Agreement shall be in Bethel, Alaska.

12. Further Assurances:

Whenever requested to do so by the other party, Seller or Purchaser promptly and expeditiously shall execute, acknowledge and deliver any and all such conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, :consents and any and all further instruments and documents as may be reasonably necessary, expedient, or proper in order to complete any and all conveyances, transfers, sales, and assignments herein provided, and to do any and all other reasonable acts and to execute, acknowledge and deliver any and all documents as so reasonably requested in order to carry out the intent and purpose of this Agreement.

13. Miscellaneous:

Purchaser acknowledges its responsibility to inspect the Buildings and agrees the Seller assumes no liability for matters, which would have been disclosed to the Purchaser by an inspection of the Buildings. Purchaser further acknowledges that the Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the Buildings, to include without limitation,

physical access, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the Buildings for any use or purpose.

14. Permit Laws and Taxes:

Purchaser agrees that it will comply with all permits, laws, and taxes of any federal, state or local entity for any and all activities associated with the sale of the Buildings and any approvals necessary for development of the Buildings.

Purchaser shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the Purchaser under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Purchaser shall pay all taxes pertaining to its performance under this

Executed this _____ day of _____ 2020

Seller:

The City of Bethel, Alaska

Lori Strickler, Acting City Manager

Purchaser:

Bethel Winterhouse

Its: _____

ATTEST:

CITY OF BETHEL, ALASKA

Ordinance 20-12 (d)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2021 BUDGET

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2021.

FINANCE DEPARTMENT STABILIZATION

\$100,000 FOR SUPPORT SERVICES FROM ACCOUNTING FIRM

WHEREAS, with long-term vacancies in the Finance Director and Assistant Finance Director positions and the loss of other staff members, the Bethel City Council directed Administration to stabilize the Finance Department;

WHEREAS, much of this stabilization came in the form of increased services from our accounting contactor, Carmen Jackson CPA, LLC, which included increased remote support from Carmen Jackson, CPA, and one of her staff members which travels to Bethel periodically to provide on-site support and training to staff while also performing billing, receipting, and procedure investigations;

WHEREAS, with continued support needed to ensure transition to the hiring of a Finance Director and Assistant Finance Director, Administration would like to move much of the duties of these two positions to Carmen Jackson CPA, LLC.

\$82,000 FOR CREATION OF ACCOUNTING SPECIALIST 2 POSITION

WHEREAS, the organization is interested in promoting a career path within departments;

WHEREAS, currently, the Finance Department has five Accounting Specialist 1 positions—each with the same job description and emphasis in either utility billing, sales taxes, or payroll/accounts payable;

Introduced by: Acting City Manager
 Introduction Date: September 8, 2020
 Public Hearing Date: September 22, 2020
 Action:
 Vote:

WHEREAS, the proposed Accounting Specialist 2 position would be responsible for in-depth knowledge of utility billing, sales taxes, payroll, and accounts payable, and serve as a trainer to all new Accounting Specialist I hires;

WHEREAS, the addition of an Accounting Specialist II position would create a PERS liability;

WHEREAS, the position would fall under the collective bargaining agreement as a Range 6, in line with the foreman positions in the Public Works Department, with a starting wage of \$23.98 per hour;

WHEREAS, Administration's long-term vision is to add two Accounting Specialist 2 positions, one with a utility billing emphasis and one with a sales taxes emphasis, and retire two Accounting Specialist I positions.

\$24,000 EFFICIENCY IMPROVEMENTS FOR FINANCE DEPARTMENT

WHEREAS, the previous Finance Director initiated a new contract with Caselle in April in with Caselle to provide utility billing services that would make it easier for the Finance Department to print, fold, stuff, and mail the monthly utility bills;

WHEREAS, in the interest of providing long-term efficiency improvements to the Finance Department, use of the Caselle Timekeeping module was explored and found to be worthy of implementation at minimal additional cost;

WHEREAS, start-up costs associated with using the timekeeping module can be billed to the CARES Act because it allows for remote computer entries that reduces person-to-person contact.

B-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-53-648	Outsourced Services	78,000	<u>124,000</u>	202,000
10-53-501	R6 13XXX Accounting Specialist II	0	<u>82,000</u>	82,000
10-10100	Cash		(124,000)	(124,000)

KYUK LEASE SPACE

WHEREAS, the City of Bethel has been utilizing antenna space on the KYUK Radio Station tower for years without a standing agreement (lease) or payment for the space;

Introduced by: Acting City Manager
Introduction Date: September 8, 2020
Public Hearing Date: September 22, 2020
Action:
Vote:

WHEREAS, the City Attorney drafted a lease agreement between the City of Bethel and KYUK Radio such that the City would now pay \$1,600 per month for leased space.

B-2				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-61-736	Leased Properties	0	19,200	19,200
10-10100	Cash		(19,200)	

\$50,000 TRANSFER OF FUNDS STREETS AND ROADS LOADER TO WHEEL LOADER TO ENGINE

WHEREAS, the Public Works Department, Streets and Roads Division, has in its possession a Caterpillar 950G Wheel Loader, which had 18,222 hours on its engine before the engine quit working in July 2020;

WHEREAS, a 950G Wheel Loader is used to remove berms off the side of the road, load heavy-duty equipment, and move chunks of asphalt, dirt, and gravel;

WHEREAS, the amount of \$450,000 appears in the FY 21 City Budget, line item 10-66-697 "Capital Expenditures" for Streets and Roads Division, of which \$381,218 was expended and \$68,782 remains;

WHEREAS, the Public Works Department requests that \$50,000 of the \$68,782 balance be allocated to a new Capital Expenditure: procurement of a new engine for the 950G Wheel Loader.

\$45,000 HYDROLOGIC AND HYDRAULIC SURVEY

WHEREAS, residents of Hoffman Subdivision experience flooding each year due to the integrity of the culverts;

WHEREAS, in response, State of Alaska Department of Transportation and Public Facilities (SOA DOT&PF) plan to install a culvert that crosses Chief Eddie Hoffman Highway;

WHEREAS, concerns arise as the installation of this culvert may cause a chain reaction and affect neighboring residential areas;

WHEREAS, the City's contracted engineering firm, DOWL, is planning to perform a "Hydrologic and Hydraulic" analysis and design plan to ensure efficient water flow and drainage;

Introduced by: Acting City Manager
Introduction Date: September 8, 2020
Public Hearing Date: September 22, 2020
Action:
Vote:

WHEREAS, Public Works Department is requesting \$45,000 to dedicate to the costs associated with the analysis and design plan.

B-3				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-66-69X	Streets and Roads Capital Expenditure-Wheel Loader Engine	0	<u>50,000</u>	50,000
10-66-69X	Streets and Roads Capital Expenditure-Installation of 36" Culvert, State Hwy	122,143	<u>45,000</u>	167,143
10-66-697	Streets and Roads Capital Expenditure-Caterpillar 972M Wheel Loader	450,000	(50,000)	400,000
10-10100	Cash		(45,000)	

\$75,000 YK FITNESS CENTER FEASIBILITY STUDY FOR PHASE 2

WHEREAS, the City owns the YK Fitness Center, which contains a six-lane swimming pool, work-out room with exercise machines and weights, and multi-use fitness room;

WHEREAS, a long-standing goal related to development of the YK Fitness Center is to construct and incorporate a gymnasium on one side of the building;

WHEREAS, the best way to prepare the City for future gym design and construction grant opportunities, the City must have a feasibility study that supports the project;

WHEREAS, the cost of a feasibility study to examine the addition of a gymnasium to include community interest/demand through community surveys, space programming, concept design, construction cost estimation, operating cost estimate, sustainability plan.

B-4				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
40-50-69X	Feasibility Study Phase 2	0	<u>75,000</u>	75,000
10-10100	Cash		(75,000)	

\$5,000 GRANT REPORTS

Introduced by: Acting City Manager
 Introduction Date: September 8, 2020
 Public Hearing Date: September 22, 2020
 Action:
 Vote:

WHEREAS, in the absence of the Finance Director and Assistant Finance Director, the Grant Manager has been serving as Acting Finance Director for three months, leaving Grant Manager duties unfulfilled;

WHEREAS, unfilled tasks include the preparation of grant reports, administration of grant projects, completion of new grant agreements, and pursuit of new funding;

WHEREAS, Administration is working to transition the Acting Finance Director back to his previous role of Grant Manager, but that can't fully occur until all of the duties of Finance Director and Assistant Finance Director can be completed by one or more people;

WHEREAS, City engineer firm DOWL is able to take over administration of two of the City's largest grants, which would reduce the burden of compliance;

WHEREAS, the Avenues Piped Water and Sewer Project (USDA Funded with federal reporting) and the Lift Station Controls Improvement Project (State of Alaska, Village Safe Water Funded with State reporting) will be transferred to the contractor for two months.

B-5				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-51-669	Other Purchased Services	6,500	45,000	51,500
10-10100	Cash		(45,000)	

\$18,000 TRAVEL AND ADVERTISEMENT FOR CITY MANAGER RECRUITMENT

WHEREAS, the City of Bethel is in search of a City Manager and is still under contract with GOVHR for the support of that recruitment;

WHEREAS, the contract does not require any additional funding to GOVHR with the exception of the costs for advertising and travel by the contractor and the city manager candidates.

B-6				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-52-644	Consulting Fees	0	18,000	18,000
10-52-541	Council Travel/Training	21,400	(15,000)	6,400
10-52-545	City Clerk Travel/Training	8,000	(3,000)	5,000

Introduced by: Acting City Manager
Introduction Date: September 8, 2020
Public Hearing Date: September 22, 2020
Action:
Vote:

\$5,000 SECURITY SYSTEM AT THE BETHEL 4-H YOUTH CENTER

WHEREAS, the City of Bethel leases land and a building to the University of Alaska for their Cooperative Extension, 4-H program;

WHEREAS, the property has seen significant vandalism over the years which seems to have spiked in recent months;

WHEREAS, the program managers have requested support from the City for the installation of cameras to take measures to protect the building and property;

WHEREAS, the City's IT Department estimates the cost for this project, which includes equipment and labor from an electrician to be approximately \$5,000;

B-7				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-72-798	UAF 4-H Contribution	112,000	5,000	118,000
10-10100	Cash	0	(5,000)	

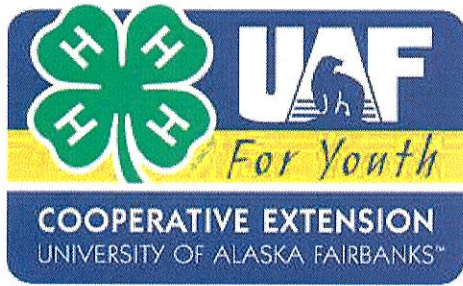
SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

ENACTED THIS ___ TH DAY OF 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk



To whom it may concern:

The Bethel 4-H Youth Center is one of the few programs in Bethel that solely base their programs around youth development. We have been a staple in the Bethel community, meeting the necessary needs of our stakeholders.

The 4-H youth center has experienced different forms of vandalism in the past, and we have not been able to efficiently track the activity. More recently we have seen the level of vandalism increasingly alarming. From small fires on the back porch, tampering with the water pipe systems, spray painting the park equipment, human feces found in the shed, breaking and entering into the greenhouse, are just a few. We would like to continue protecting the integrity of the Bethel 4-H Youth Center, and stakeholders who view the facility as a safe place for youth and families to gather.

As a public facility, our mission is to ensure the safety of those who step onto the property. Despite all that has happened thus far, we will continue meeting the needs of the Bethel community. Our job is to not only provide positive youth and family engagement but to ensure the safety of those who step onto the property. We are grateful for all of the City of Bethel's contributions toward the Youth Center.

4-H is asking the City of Bethel to update and install security systems here at the facility. We will be happy to share the expense for a new system, however, we do not have the technical capacity to know which system to purchase and then install it properly. Since the physical property is the City's and the Inventory is 4-H's, we feel we have a joint vested interest in getting a security system in place as soon as possible.

Thank you,

Kellie Johnson, Ronda Phillips(Administrative Director)
On-Site Program Director
Bethel 4-H Youth Center
Kvjohnson3@alaska.edu
(907)543-2088



August 31, 2020
W.O. 50109.00

Mr. Bill Arnold
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

Subject: **DOWL Term Contract 2017-2022
Fee Proposal for Planning and Engineering Services
Task Order #31- Chief Eddie Hoffman Hwy Hydrologic and Hydraulic
Analysis Proposal**

Dear Mr. Arnold:

DOWL is pleased to present a scope of work and fee proposal for the following task order:

Task Order #31- Chief Eddie Hoffman Hwy Hydrologic and Hydraulic Analysis Proposal

On August 5, 2020 the Alaska Department of Transportation and Public Facilities (DOT&PF) published a draft memorandum of understanding outlining the requirements of reinstalling a culvert that crosses Chief Eddie Hoffman Hwy. DOWL is tasked to perform a hydrologic and hydraulic (H&H) analysis for a newly installed 36" culvert associated with the Chief Eddie Hoffman Highway (CEHH) MP 0-4.4 Pavement Preservation, including the downstream impacts of the culvert.

This fee proposal explains the scope of engineering services to analyze the calculated impacts of the culvert installation water service as proposed in the August 5, 2020 memorandum.

SCOPE OF SERVICES

We propose the following phase structure to complete this design work.

Task 1- Site Visit and Survey

DOWL will conduct a site visit to review the site topography, upstream and downstream storage and existing hydrologic flow paths to inform the analysis and design. A synopsis of the site visit and key findings will be included in the H&H Analysis Report.

During DOWL's site visit, spot elevations will be collected at CEHH culvert inverts. Spot elevations will be added to existing LiDAR base maps for the project area.

Task 2- H&H Analysis Memorandum

We will complete the hydrologic analysis using the Rational Method and NRCS single-event rainfall-runoff small watershed hydrologic model to determine design flows necessary to evaluate the required capacity of the newly installed culvert. We will use topographic surveys and available LiDAR to identify drainage

basins. Land use areas and corresponding runoff coefficients will be developed using Natural Resource Conservation Service soil maps, aerial imagery, and field notes. We will use Volume 7 of the National Oceanic and Atmospheric Administration's Atlas 14 for precipitation inputs. The design event used in the analysis of the culvert will correspond to the requirements outlines in Table 1120-1 in the Alaska Preconstruction Manual. When calculating the hydraulic capacity of the pipe, we will conduct a flood routing analysis to capture any impacts from upstream or downstream temporary storage on the site.

The analysis and conclusions will be documented in a memorandum that is sealed, signed, and dated by the licensed engineer in Alaska that is responsible for its content. DOWL will coordinate with the DOT&PF and provide them with an opportunity to review and comment on a draft of this memorandum.

Task 3- Hydraulic Design

DOWL will evaluate the downstream impacts and develop mitigation measures (detention/ retention) facilities, if necessary, to reduce the impacts of flows downstream. DOWL will propose a design to provide a connection upstream of the culvert and provide the necessary improvements for the downstream energy dissipation and enlargement of downstream culverts, if required. DOWL will furnish the City with 65% plans and specifications for comment followed by final set of plans and specifications for construction.

DELIVERABLES

- H&H Analysis Memorandum
- Pre-Final Plans and Specifications (65%)
- Final Plans and Specifications

SCHEDULE

- We understand that the City wishes to get started on this task immediately, but our ability to do this work is dependent on travel restrictions as impacted by Covid-19. We will prepare the H&H Analysis Memorandum within one month of visiting the project site.

ASSUMPTIONS

- Bidding and construction administration services can be added by amendment.
- No environmental permitting or ADEC Permitting will be required.
- One, one-day site visit will be required. It is assumed, we will be able to travel, using proper protective measures, to perform the site visit without quarantine in Bethel. Additional costs such as Covid testing, if required, will be added.
- No geotechnical investigations are included. If infiltration tests are needed, this will be added by amendment.

FEE PROPOSAL

We propose to complete the above described basic services for the Lump Sum Fees as indicated below.

Table 1: Proposed Fee

Task	Proposed Fee
Task 1- Site Visit	\$8,520
Task 2- H&H Analysis Report	\$17,170
Task 3- Hydraulic Design	\$18,650
Total	\$44,680

One monthly statement will be provided showing percentage of work completed and requesting payment based on that percentage. Payment will be expected within 30 days.

We trust this provides adequate information for evaluating our proposal. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

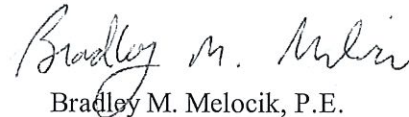
Upon receiving a signed authorization to proceed, we will proceed.

Sincerely,
DOWL



Chase Nelson, P.E.

Project Manager



Bradley M. Melocik, P.E.

Sr. Project Manager

Using the City of Bethel-DOWL Engineering Services Term Contract Standard Conditions, DOWL is authorized to begin work on Task Order #31- Chief Eddie Hoffman Hwy Hydrologic and Hydraulic Analysis Proposal.

City of Bethel Authorized Representative

Date

Attachment(s): Detailed Estimate

DOWL
ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT: Chief Eddie Hoffman Hwy Hydrologic and Hydraulic Analysis

WO#
DATE: 13-Aug-20
PREPARED BY: EAM
REVIEWED BY: BMM

CLIENT: City of Bethel

PROJECT SUMMARY								
Task 1: Site Visit and Survey							TOTAL =	\$8,520.00
Task 2 H&H Analysis Report							TOTAL =	\$17,170.00
Task 3: Hydraulic Design							TOTAL =	\$18,990.00
TOTAL ESTIMATED FEES FOR PROFESSIONAL SERVICES							TOTAL =	\$44,680.00
Labor Category	Project Manager	Project Engineer	CAD Technician	Survey Lead	Expenses Including	Subs Including	Subtotal Labor Hours	Subtotal Costs
Hourly Rate	\$195.00	\$130.00	\$105.00	\$170.00	10%	6%		
Hours								
Task 1: Site Visit and Survey								
Project Management	2						2	\$390.00
Site Prep and Safety		10					10	\$1,300.00
Site Investigations		14			\$660.00		14	\$2,480.00
Quality Control	2						2	\$390.00
Site Survey			12	12	\$660.00		24	\$3,960.00
Subtotal - Hours	4	24	12	12			52	
Subtotal - Costs	\$780.00	\$3,120.00	\$1,260.00	\$2,040.00	\$1,320.00	\$0.00		\$8,520.00

PROJECT: Chief Eddie Hoffman Hwy Hydrologic and Hydraulic Analysis

CLIENT: City of Bethel

Page 43 of 190



August 31, 2020
W.O. 50109.00

Mr. Bill Arnold
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

Subject: **DOWL Term Contract 2017-2022
Fee Proposal for Planning and Engineering Services
Task Order #28 Amendment- Fitness Center Repair Planning and Design
Services**

Dear Mr. Bill Arnold:

DOWL is pleased to present a scope of work and fee proposal amendment to the existing Task Order:

Task Order #28- Fitness Center Repair Planning and Design Services

On January 13 and 14, 2020 the DOWL team was in Bethel for project work. At the request of the City, we visited the Yukon Kuskokwim Fitness Center (YKFC) to investigate concerns threatening the structure and operation of the YKFC. This investigation lead to a mitigation report and bid documents to address the deficiencies. A construction contract will be awarded imminently. There were a number of items in the bid documents that indicated the Contractor shall “verify”, and “per the City’s direction”. During the construction of the identified repairs, the DOWL team will need to be present to observe the Contractor and to assist with verifications.

We propose to add the following services to the existing Task Order #28.

SCOPE OF SERVICES

Task 3- Bidding Assistance

We will develop construction contract documents, using EJCDC standardized contracts and forms. DOWL will work with the City to facilitate a competitive bid process.

The bid process will be three weeks long, and documents will be distributed to the plan-holders lists and agencies like the Plans Room.

We will develop addenda and we will review bids for conformance and make a recommendation to the City for award. Bids will be due to the City of Bethel, but questions will be directed to DOWL and answered by our team.

DOWL will arrange and pay for advertisements in the Anchorage Daily News.

Deliverables:

- Fully compiled bid documents
- Addenda
- Responses to bidder questions
- Recommendation for award

Task 2- Construction Administration

Using contract documents prepared by DOWL and the construction drawings prepared by Architects Alaska, the City will award a construction contract to the lowest bidder. The DOWL team will assist the City in the following ways through construction:

- Submittal review
- Responses to Design Clarifications/Verification Requests and other validation requests
- Pay application review
- Two construction inspections coinciding with construction verifications
- One substantial completion inspection
- One final completion inspection
- Preparation of Contractor Punchlist following substantial completion
- Coordination and hosting of bi-monthly construction calls

SCHEDULE

We understand this project is extremely high priority and services are needed right away. We understand this and have begun services to keep the project schedule moving.

ASSUMPTIONS

- The Architect will have two site visits during construction that will be two days each. The Architect and Mechanical Engineer will have one site visit at substantial completion. The substantial completion site visit will be one day. We assume there will be no additional costs associated with Covid-19 testing or quarantines.
- With this proposed scope of services and fee proposal, DOWL and our sub-consultants will not be involved with legal matters associated with defective construction and any potential lawsuits between the City and the facility's original contractors. Our involvement and fee would be negotiated at a later point.

FEE PROPOSAL

We propose to complete the above described basic services for the fees as indicated below.

Table 1: Proposed Fee

Task	Proposed Fee
Task #3- Bidding Assistance (Lump Sum)	\$9,190
Task #4- Construction Administration (Time and Materials)	\$42,256
Total	\$51,446

A monthly statement will be provided showing percentage of work completed and requesting payment based on that percentage. Payment will be expected within 30 days. This work will be performed under the terms and conditions of the 2017-2022 DOWL- City of Bethel term contract.

We trust this provides adequate information for evaluating our proposal. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

Upon receiving a signed authorization to proceed, we will begin services.

Sincerely,
DOWL



Chase Nelson, P.E.
Project Manager



Gary L. Jenkins, P.E.
LLC Member/Office Manager

Using the City of Bethel-DOWL Engineering Services Term Contract Standard Conditions, DOWL is authorized to amend the Task Order as proposed.

Authorized Contract Representative

Date

Attachment(s): Detailed Estimate

DOWL
ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT: Fitness Center Repair Planning and Design Services- Rev 1

WO# 50109.00
DATE: 31-Aug-20
PREPARED BY: CAN

CLIENT: City of Bethel

PROJECT SUMMARY

Task 3: Bidding Assistance	TOTAL =	\$9,190.00
Task 4: Construction Administration	TOTAL =	\$42,256.00
TOTAL ESTIMATED FEES FOR PROFESSIONAL SERVICES	TOTAL =	\$51,446.00

Labor Category	Dept. Manager	Project Manager	Senior Structural Engineer	Project Engineer	CAD Technician	Admin Asst.	Expenses Including	Subs Including	TOTALS
Hourly Rate	\$215.00	\$170.00	\$185.00	\$100.00	\$105.00	\$85.00	10%	6%	
Hours									
Task 3: Bidding Assistance									
Construction Contracts/ EJCDC Forms		16				4			
Addenda		8				4	\$1,200.00		
Newspaper advertisements						4			
Bidder Questions		12							
Bid Review		2				2			
Notice of Intents		2				2			
Subtotal - Hours	0	40	0	0	0	14			54
Subtotal - Costs	\$0.00	\$6,800.00	\$0.00	\$0.00	\$0.00	\$1,190.00	\$1,200.00	\$0.00	\$9,190.00
Task 4: Construction Administration									
Project Management		8							
Sub-consultant Work- Architects Alaska								\$29,950.00	
Final Completion Inspection		16					\$660.00		
Sub-consultant Work- AMC								\$7,500.00	
Subtotal - Hours	0	24	0	0	0	0			24
Subtotal - Costs	\$0.00	\$4,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$726.00	\$37,450.00	\$42,256.00
TOTAL HOURS	0	64	0	0	0	14			78
TOTAL COST	\$0.00	\$10,880.00	\$0.00	\$0.00	\$0.00	\$1,190.00	\$1,926.00	\$37,450.00	\$51,446.00



YK Fitness Center Repairs

Date: 08/20/20
Job No.: 18020.05

for DOWL Engineers
3535 College Road, Suite 100
Fairbanks, AK 99709

Design Services	ARCH	CIVIL	STRUCT	MECH	ELECT	COST	TOTALS
Schematic Design	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT						\$ -
65% Design Development	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT						\$ -
Construction Documents	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT						\$ -
Subtotal Design Services							\$ -

Construction Administration Services	ARCH	CIVIL	STRUCT	MECH	ELECT	COST	TOTALS
Bidding	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT						\$ -
Permitting	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT						\$ -
Contract Administration	\$ 29,951						\$ 29,951
Subtotal Construction Administration Services							\$ 29,951

SUBTOTAL	\$ 29,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROFESSIONAL SERVICES FEE*								\$ 29,951

*excludes Allowances and Additional Services

Allowances								\$ -
SUBTOTAL								\$ -

TOTAL CONTRACT AMOUNT								\$ 29,951
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Design Team							
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ARCH Architects Alaska, Inc. ALL ENGINEERING SERVICES PROVIDED BY DOWL

YK Fitness Center Repairs

for DOWL Engineers
3535 College Road, Suite 100
Fairbanks, AK 99709

Date: 08/20/20
Job No.: 18020.05

**Contract Administration
Architectural Labor Fee**

[illegible][illegible]

Total Hours	157	Hours		
Architectural Labor Fee			\$	25,960.00

Expenses Contract Administration
Printing

Pa

Paper Plots	0 Sheets @	\$ 1.00 each		\$	-
Mylar or Special Paper Plots	0 Sheets @	\$ 5.00 each		\$	-
Drawing Sets	0 Sets @	30 Sheets @	\$ 1.50 / sheet	\$	-
Specifications / Reports Books	0 Books @	300 Pages	\$ 0.10 / page	\$	-

Travel

Air Fare	4 RT @	\$	550.00			\$	2,200.00
Ground Transport	6 Days @	\$	120.00			\$	720.00
Airport Parking	6 Days @	\$	18.000	per day per	1	people	\$ 108.00
Per Diem	4 Days @	\$	150.00	per day per	1	people	\$ 600.00

Communication

Long Distance Telephone	0 Month @	\$	20.00	\$	-
Courier	0 Packages @	\$	15.00	\$	-
up	10.0%			\$	362.80

SUBTOTAL - Architects Alaska Contract Administration Fee	\$	29,950.80
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Consultant Fees Contract Administration

CIVIL: DOWL Engineers	\$ -	\$ -	\$ -
STRUCT: DOWL Engineers	\$ -	\$ -	\$ -
MECH: RSA Engineers	\$ -	\$ -	\$ -
ELECT: RSA Engineers	\$ -	\$ -	\$ -
COST: Estimations, Inc	\$ -	\$ -	\$ -
SPC 1: Specialist 1	\$ -	\$ -	\$ -
SPC 2: Specialist 2	\$ -	\$ -	\$ -

SUBTOTAL -Consultant Fees Contract Administration, including Mark-up		\$	-
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SUBTOTAL - Contract Administration	\$	29,950.80
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ANCHORAGE
900 West 5th Ave. Suite 403
Anchorage, Alaska 99501
907.272.3567

WASILLA
191 East Swanson Ave. Suite 203
Wasilla, Alaska 99654
907.373.7503

BOZEMAN
104 East Main St. Suite 209
Bozeman, Montana 56715
406.404.1588

www.architectsalaska.com



August 31, 2020
W.O. 50109.00

Mr. Bill Arnold
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

Subject: **DOWL Term Contract 2017-2022
Fee Proposal for Planning and Engineering Services
Task Order #28 Amendment- Fitness Center Repair Planning and Design
Services**

Dear Mr. Bill Arnold:

DOWL is pleased to present a scope of work and fee proposal amendment to the existing Task Order:

Task Order #28- Fitness Center Repair Planning and Design Services

On January 13 and 14, 2020 the DOWL team was in Bethel for project work. At the request of the City, we visited the Yukon Kuskokwim Fitness Center (YKFC) to investigate concerns threatening the structure and operation of the YKFC. This investigation lead to a mitigation report and bid documents to address the deficiencies. A construction contract will be awarded imminently. There were a number of items in the bid documents that indicated the Contractor shall “verify”, and “per the City’s direction”. During the construction of the identified repairs, the DOWL team will need to be present to observe the Contractor and to assist with verifications.

We propose to add the following services to the existing Task Order #28.

SCOPE OF SERVICES

Task 3- Bidding Assistance

We will develop construction contract documents, using EJCDC standardized contracts and forms. DOWL will work with the City to facilitate a competitive bid process.

The bid process will be three weeks long, and documents will be distributed to the plan-holders lists and agencies like the Plans Room.

We will develop addenda and we will review bids for conformance and make a recommendation to the City for award. Bids will be due to the City of Bethel, but questions will be directed to DOWL and answered by our team.

DOWL will arrange and pay for advertisements in the Anchorage Daily News.

Deliverables:

- Fully compiled bid documents
- Addenda
- Responses to bidder questions
- Recommendation for award

Task 2- Construction Administration

Using contract documents prepared by DOWL and the construction drawings prepared by Architects Alaska, the City will award a construction contract to the lowest bidder. The DOWL team will assist the City in the following ways through construction:

- Submittal review
- Responses to Design Clarifications/Verification Requests and other validation requests
- Pay application review
- Two construction inspections coinciding with construction verifications
- One substantial completion inspection
- One final completion inspection
- Preparation of Contractor Punchlist following substantial completion
- Coordination and hosting of bi-monthly construction calls

SCHEDULE

We understand this project is extremely high priority and services are needed right away. We understand this and have begun services to keep the project schedule moving.

ASSUMPTIONS

- The Architect will have two site visits during construction that will be two days each. The Architect and Mechanical Engineer will have one site visit at substantial completion. The substantial completion site visit will be one day. We assume there will be no additional costs associated with Covid-19 testing or quarantines.
- With this proposed scope of services and fee proposal, DOWL and our sub-consultants will not be involved with legal matters associated with defective construction and any potential lawsuits between the City and the facility's original contractors. Our involvement and fee would be negotiated at a later point.

FEE PROPOSAL

We propose to complete the above described basic services for the fees as indicated below.

Table 1: Proposed Fee

Task	Proposed Fee
Task #3- Bidding Assistance (Lump Sum)	\$9,190
Task #4- Construction Administration (Time and Materials)	\$42,256
Total	\$51,446

A monthly statement will be provided showing percentage of work completed and requesting payment based on that percentage. Payment will be expected within 30 days. This work will be performed under the terms and conditions of the 2017-2022 DOWL- City of Bethel term contract.

We trust this provides adequate information for evaluating our proposal. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

Upon receiving a signed authorization to proceed, we will begin services.

Sincerely,
DOWL



Chase Nelson, P.E.
Project Manager



Gary L. Jenkins, P.E.
LLC Member/Office Manager

Using the City of Bethel-DOWL Engineering Services Term Contract Standard Conditions, DOWL is authorized to amend the Task Order as proposed.

Authorized Contract Representative

Date

Attachment(s): Detailed Estimate

DOWL
ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT: Fitness Center Repair Planning and Design Services- Rev 1

WO# 50109.00
DATE: 31-Aug-20
PREPARED BY: CAN

CLIENT: City of Bethel

PROJECT SUMMARY

Task 3: Bidding Assistance	TOTAL =	\$9,190.00
Task 4: Construction Administration	TOTAL =	\$42,256.00
TOTAL ESTIMATED FEES FOR PROFESSIONAL SERVICES	TOTAL =	\$51,446.00

Labor Category	Dept. Manager	Project Manager	Senior Structural Engineer	Project Engineer	CAD Technician	Admin Asst.	Expenses Including	Subs Including	TOTALS
Hourly Rate	\$215.00	\$170.00	\$185.00	\$100.00	\$105.00	\$85.00	10%	6%	
Hours									
Task 3: Bidding Assistance									
Construction Contracts/ EJCDC Forms		16				4			
Addenda		8				4	\$1,200.00		
Newspaper advertisements						4			
Bidder Questions		12							
Bid Review		2				2			
Notice of Intents		2				2			
Subtotal - Hours	0	40	0	0	0	14			54
Subtotal - Costs	\$0.00	\$6,800.00	\$0.00	\$0.00	\$0.00	\$1,190.00	\$1,200.00	\$0.00	\$9,190.00
Task 4: Construction Administration									
Project Management		8							
Sub-consultant Work- Architects Alaska								\$29,950.00	
Final Completion Inspection		16					\$660.00		
Sub-consultant Work- AMC								\$7,500.00	
Subtotal - Hours	0	24	0	0	0	0			24
Subtotal - Costs	\$0.00	\$4,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$726.00	\$37,450.00	\$42,256.00
TOTAL HOURS	0	64	0	0	0	14			78
TOTAL COST	\$0.00	\$10,880.00	\$0.00	\$0.00	\$0.00	\$1,190.00	\$1,926.00	\$37,450.00	\$51,446.00



YK Fitness Center Repairs

Date: 08/20/20

Job No.: 18020.05

for DOWL Engineers
3535 College Road, Suite 100
Fairbanks, AK 99709

Design Services

Schematic Design	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT	\$	-
65% Design Development	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT	\$	-
Construction Documents	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT	\$	-
Subtotal Design Services		\$	-

Construction Administration Services

	ARCH	CIVIL	STRUCT	MECH	ELECT	COST		TOTALS
Bidding	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT						\$	-
Permitting	THESE SERVICES COMPLETED UNDER PREVIOUS AGREEMENT						\$	-
Contract Administration	\$	29,951						29,951
Subtotal Construction Administration Services							\$	29,951

SUBTOTAL \$ 29,951 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

TOTAL PROFESSIONAL SERVICES FEE* \$ **29,951**

*excludes Allowances and Additional Services

Allowances \$ -

SUBTOTAL \$ -

TOTAL CONTRACT AMOUNT \$ **29,951**

Design Team

ARCH Architects Alaska, Inc. ALL ENGINEERING SERVICES PROVIDED BY DOWL

YK Fitness Center Repairs

for DOWL Engineers
3535 College Road, Suite 100
Fairbanks, AK 99709

Date: 08/20/20
Job No.: 18020.05

**Contract Administration
Architectural Labor Fee**

[illegible][illegible]

Total Hours	157	Hours		
Architectural Labor Fee			\$	25,960.00

Expenses Contract Administration
Printing

Pa

Paper Plots	0 Sheets @	\$ 1.00 each	\$	-
Mylar or Special Paper Plots	0 Sheets @	\$ 5.00 each	\$	-
Drawing Sets	0 Sets @	30 Sheets @	\$ 1.50 / sheet	\$
Specifications / Reports Books	0 Books @	300 Pages	\$ 0.10 / page	\$

Travel

Air Fare	4 RT @	\$	550.00				\$	2,200.00
Ground Transport	6 Days @	\$	120.00				\$	720.00
Airport Parking	6 Days @	\$	18.000	per day per	1	people	\$	108.00
Per Diem	4 Days @	\$	150.00	per day per	1	people	\$	600.00

Communication

Long Distance Telephone	0 Month @	\$	20.00	\$	-
Courier	0 Packages @	\$	15.00	\$	-

Mark-up

up	10.0%	\$	362.80
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\$ 3,990.80

SUBTOTAL - Architects Alaska Contract Administration Fee	\$	29,950.80
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Consultant Fees Contract Administration

CIVIL: DOWL Engineers	\$ -	\$ -	\$ -
STRUCT: DOWL Engineers	\$ -	\$ -	\$ -
MECH: RSA Engineers	\$ -	\$ -	\$ -
ELECT: RSA Engineers	\$ -	\$ -	\$ -
COST: Estimations, Inc	\$ -	\$ -	\$ -
SPC 1: Specialist 1	\$ -	\$ -	\$ -
SPC 2: Specialist 2	\$ -	\$ -	\$ -

SUBTOTAL -Consultant Fees Contract Administration, including Mark-up \$ -

SUBTOTAL - Contract Administration	\$	29,950.80
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ANCHORAGE
900 West 5th Ave. Suite 403
Anchorage, Alaska 99501
907.272.3567

WASILLA
191 East Swanson Ave. Suite 203
Wasilla, Alaska 99654
907.373.7503

BOZEMAN
104 East Main St. Suite 209
Bozeman, Montana 56715
406.404.1588

www.architectsalaska.com



Yukon-Kuskokwim Fitness Center Expansion Feasibility Assessment

Proposal for Professional Services

Submitted on June 21, 2019 to

Michelle DeWitt, Bethel Community Services Foundation

John Sargent, City of Bethel



www.agnewbeck.com | 441 West 5th Avenue, Suite 202 | Anchorage, Alaska 99501 | 907.222.5424

Contents

1. Introduction	2
2. Project Understanding	3
Scope of Work	3
Management of Project Scope, Timeline, and Budget	4
Logistics and Resources	5
Project Team Roles	5
3. Experience and Qualifications.....	6
Firm Overview.....	6
Architects Alaska	8
Selected Relevant Project Experience.....	9
Architects Alaska Selected Relevant Project Experience.....	14
4. Budget.....	16

I. Introduction

June 21, 2019
Michelle DeWitt
Bethel Community Services Foundation
michelle@bcsfoundation.org

John Sargent
City of Bethel
jsargent@cityofbethel.net

Dear Michelle and John,

Thank you for reaching out to us to support the City of Bethel and Bethel Community Services Foundation as you explore an expansion of the Yukon-Kuskokwim Fitness Center in Bethel. We understand that you are interested in understanding the need for additional gym space, the feasibility of various revenue options to support an expanded facility, and the construction and operations expense associated with an expanded facility. Architects Alaska has offered to provide pro bono services as part of this assessment to help develop concepts for the expansion and to identify capital cost ranges.

Please find attached a scope of work, budget, time and description of our relevant qualifications. Agnew::Beck Consulting is a multidisciplinary consulting firm based in Anchorage, Alaska, operating since 2002. We are skilled in analysis, policy development, planning, public engagement, and project implementation. We work to build healthy communities locally, regionally and statewide.

In 2005, we worked with the City of Bethel and community stakeholders to develop the Bethel Multi-Use Recreation Facility Business Plan that supported the development of the current recreation facility. Architects Alaska also assisted with that plan and was the architect for the current facility. Other relevant projects include our ongoing work with NeighborWorks Alaska and Bethel organizations to plan for affordable housing development in Bethel and recent work with AVCP and regional partners to develop the Comprehensive Economic Development Strategy for the region. Our team members have more than 20 years' experience in the region including the Bethel Public Utility Feasibility Study, Bethel Comprehensive Plan Update, the Orutsarmiut Native Council strategic plan update, a Pre-Development Plan for Build-to-Own housing in Quinhagak, and a business plan for a regional cultural center located in Bethel.

We can modify this scope and estimate to best match your needs and budget. Thank you for the opportunity to submit a proposal for this project.

Sincerely,



Thea Agnew Bemben, Managing Principal::Owner

Agnew::Beck Consulting | 441 West Fifth Avenue, Suite 202 | Anchorage, AK 99501
thea@agnewbeck.com | 907.222.5424 | www.agnewbeck.com

2. Project Understanding

The feasibility study will build from Agnew::Beck's 2005 Bethel Multi-Use Recreation Facility Plan. The Bethel Community Services Foundation and the City of Bethel are interested in an expanded facility that adds a gym and potentially other spaces to the existing center. Understanding the operational costs and feasibility of generating additional revenue to support operations will inform decision-making about the expansion. Currently, one half of a percent of the six percent sales tax is dedicated to the current recreation center. The City of Bethel also contributes \$200,000 to \$400,000 annually. Concessions and earned revenue bring in \$200,000 annually.

The community and stakeholders have expressed interest in the following uses and spaces:

- Long gym with basketball nets at each end and four other nets that allow two games at once
- Running/walking track
- An additional exercise studio without mirrors for higher impact activities like Tae Kwon Do

Additional questions that should be answered as part of the study include:

- Will the current mechanical systems support an expanded facility?
- Is there potential for alternative energy such as wind or solar?
- Can membership fees increase to help support the expansion?
- Will school district pay to use or help construct the gym?
- Is there community appetite for a new tax to support the facility?
- Do we need new locker rooms and bathrooms for the expansion?

As part of the feasibility study, we will develop an operational pro forma and capital cost estimates.

We will gather public input into this study through at least one public meeting, stakeholder interviews, and additional options for community input.

Scope of Work

1. Project Management & Communications

This task includes regular meetings with client and project team overall project management.

2. Needs Assessment, Existing Utilization & Identification of Potential Revenue Sources

During this task, Agnew::Beck will summarize current utilization, revenues, expenses, and operating plan. Agnew::Beck will assess the need for an expanded facility and existing gaps in services that an expanded facility could support. We will also identify opportunities for ways a facility expansion could be part of a broader campaign to improve will improve health and well-being of the community's youth and children. This could include connections with the Mat-Su effort called Youth 360 that is seeking to provide afterschool and summer activities for all the region's youth to reduce youth substance use, increase family resilience, and improve mental health and well-being. Agnew::Beck will identify potential revenue sources and provide a summary of the YK Fitness Center's current financial situation. Agnew::Beck will develop summary or PowerPoint to share with partners during Task 3.

3. Partner & Stakeholder Outreach

Agnew::Beck will meet with up to 10 key stakeholders/partners to discuss the need for an expanded facility, potential commitment to renting space and ideas for overall financing. Examples include the Lower Kuskokwim School District, YKHC, ONC, Calista, and others. Preference is to do most meetings in person during one trip to Bethel with follow up conversations over the phone.

4. Community Discussion

In partnership with community organizations, Agnew::Beck will host a public discussion in Bethel to understand preferences for an expanded facility, ideas related to financing, and thoughts about layout and design. Agnew::Beck can provide audience response technology to provide live polling of preferences for an expanded facility. This task could be conducted during the same trip as Task 3.

5. Concept Design

Based on client and community input, Agnew::Beck will work with Architects Alaska to prepare concept designs and cost estimates for an expansion of the YK Fitness Center.

7. Funding Plan & Summary Report

Based on the stakeholder outreach and community meeting, Agnew::Beck will summarize community input and describe the preferred approach, develop an operations pro forma that identifies potential revenue sources and expenses, and Architects Alaska will provide concept-level sketches of the floor plan and design and a capital estimate for the expanded facility.

Management of Project Scope, Timeline, and Budget

Agnew::Beck employs the following practices to ensure we develop projects according to a reasonable and agreed-upon scope, timeline and budget, with strong coordination and frequent communication between our team and our client.

Regular Status Reporting

Good communications and regular status reporting are keys to the success of any project. This should include a partnership between the client and Agnew::Beck project managers, with regular check-ins aimed at addressing project issues on a timely basis and providing leadership and direction to the project team.

Scope Management

At the beginning of a project, and sometimes mid-way, it is not uncommon for the scope of a project to change as more is learned. However, changes in scope can have an impact on a project's budget and timeline, and it is important to set up a clear process for addressing and mitigating the overall impact of changes. The Agnew::Beck project manager will work directly with the client project manager to identify and discuss potential scope changes as needed to achieve the project's objectives. The Agnew::Beck project manager will also alert the client project manager of any perceived changes or risks to scope immediately. Our team will work with the client project manager to document any agreed-upon changes to the project scope, and the corresponding changes in budget and timeline.

Timeline Management

Our team will work with the client project manager to develop a detailed project timeline highlighting key milestones, intermediary goals and deliverables for the project. This tool will assist the collective project team with keeping the project on schedule and scope. The Agnew::Beck project manager will work closely with the client project manager to evaluate and address any unexpected delays that could have an impact on the project scope and timeline. Our team will communicate any potential changes to the timeline, due to internal or external factors, to the client project manager as they occur, or in anticipation, and together will adjust the project timeline and/or scope accordingly.

Budget Management

When creating the project budget, Agnew::Beck estimates the level of effort a project is anticipated to require on a task-by-task basis. At the aggregate level, the project budget outlines the total funding available for the project based on the scope outlined in this document. It is important to note, however, that some project tasks can take longer than originally anticipated while others can take less time. Agnew::Beck reserves the right to modify the amount budgeted to an individual task while staying within the original total budget.

All time at Agnew::Beck is captured through our timekeeping software and can be monitored weekly to ensure our team remains on budget. If changes in scope or delays in the project timeline present a risk to the total project budget, the Agnew::Beck project manager will notify the Agnew::Beck managing principal and client project manager immediately.

A successful project requires strong coordination and frequent communication between the Agnew::Beck team and the client team. The management plan laid out above strives to ensure that those elements are in place throughout the duration of the project to achieve results that are on time, on budget and on scope.

Logistics and Resources

Agnew::Beck occupies a fully functioning office, served by all necessary office equipment to complete tasks in a timely and professional manner. We have all hardware, software, equipment, and licenses necessary to perform the contract.

All work will be performed in Anchorage. Agnew::Beck's office is located at 441 West Fifth Avenue, Suite 202, Anchorage, Alaska 99501. Agnew::Beck staff are available to attend project meetings at the client site and other locations as required by project circumstances and as allowed for by the project budget.

Project Team Roles

Thea Agnew Bemben, as principal in charge, will provide strategic guidance for the entire project as well as offer insight for the possible roles of stakeholders in the region.

Anna Brawley, as project manager, will be available for day to day client contact, coordinate the analysis on the project, coordinate the site visits and lead the development of deliverables.

Shanna Zuspan, as Funding Analyst, will provide expertise on financing and the development process.

Heather Stewart and Meghan Holtan are also available as analysts on the project.

3. Experience and Qualifications

Firm Overview



Agnew::Beck Consulting is an award-winning, multidisciplinary consulting firm based in Anchorage, Alaska and Boise, Idaho. We are skilled in analysis, policy development, planning, public engagement, and project implementation. Since 2002, we have helped clients strategically respond to challenges and opportunities to achieve their goals. Our team is committed to effective and efficient project management. We work to build healthy communities locally, regionally and statewide.

Our firm's areas of specialty include:

- Facility + Business Planning
- Grant Writing + Project Financing
- Data Analysis + Market Research
- Organizational Development
- Public, Behavioral and Community Health
- Health Systems Assessment + Planning
- Housing and Affordable Housing
- Public Policy Analysis + Development

By combining creativity and vision with practical implementation, Agnew::Beck helps clients accomplish short-term objectives and set out a clear path for long-term success. We are committed, passionate, and practical partners, working together to identify and tackle a project's most important issues with smart, effective solutions, and with community stakeholders at the center of the process. "Engage, Plan, Implement" is our approach to helping people, places and organizations get beyond ideas and make things happen.

Agnew::Beck Consulting qualifies for the Alaska Bidder preference and holds Alaska Business License number 1049371. Agnew::Beck is a women-owned business and a certified Disadvantaged Business Enterprise (DBE).

Thea Agnew Bembem, Principal in Charge



Thea Agnew Bembem is the managing principal and co-founder of Agnew::Beck Consulting, a planning, policy and community development firm based in Anchorage, Alaska. Thea has 23 years' experience working with statewide and community organizations to bring about real improvements in the health and social conditions of the people they serve. Thea couples her expertise in health and human services planning with strong experience working with Alaska Native communities and tribal organizations. Thea is an experienced facilitator of decision-making dialogue on a wide range of public policy issues.

In recent years, Thea led the effort to develop recommendations to redesign Alaska's Medicaid program; she has worked with many tribal health corporations and statewide and community organizations to expand services for Elders, people with behavioral health issues and disabilities, and to strengthen vulnerable families;

she is currently working with statewide leaders to improve facilities and services for people in behavioral health crisis and to reduce their involvement with the criminal justice system; she is also supporting community and statewide efforts to end homelessness.

Anna Brawley, Project Manager



Anna uses her strong education in urban planning, public policy and history to develop strategies and shape planning and implementation efforts in the fields of organizational development, public health and public policy for Agnew::Beck. Her skills and project experience include city and neighborhood planning, data analysis, GIS analysis and map production, process improvement, policy research, crafting and providing education on legislation, qualitative research methods, web and graphic design, document production, organizational structure and leadership development. She effectively navigates between the details and the big picture and coordinates the actions of the contract team, client staff, partner organizations and other stakeholders to achieve the project's goals. Anna is also an active volunteer in her community.

Shanna Zuspan, AICP, Funding Analyst



Shanna's land use planning expertise is coupled with comprehensive experience managing public finance and redevelopment programs for local government. Shanna returned to her hometown and joined Agnew::Beck after nine years in public finance, redevelopment, and land use in the Sacramento region. As senior associate for a private economic and planning firm, she served as primary technical analyst and project manager on housing market analyses, economic forecasting, redevelopment strategies, financing plans and real estate feasibility studies. Shanna earned a master's degree in city planning (emphasis in housing and economic development) from the Massachusetts Institute of Technology. Since joining Agnew::Beck in 2010, she has lead housing, market and feasibility studies across the state including a demand forecast for assisted living in Juneau, a feasibility assessment for the Wasilla Area Seniors, Inc. Continuing Care Community Feasibility Study, Maniilaq's Elder Services Business Plan, an assisted living plan for Aleutian Pribilof Island's Association, an evaluation of ownership structure to transition the Bethel Utility Corporation, and a business plan and feasibility study for an Elder Care Facility for Tanana Chiefs Conference in Fairbanks. Shanna led a team to prepare a housing needs assessment for the Tlingit Haida Regional Housing Authority and a separate study to forecast demand for housing in Kake. She was also the lead analyst on a build-to-own housing program in Quinhagak. Currently, Shanna provides development and technical assistance to the Anchorage Community Development Authority to further their goals to redevelop downtown Anchorage with housing and mixed-use. Her strength is in her ability to help clients determine the best project or program to pursue given the financial realities of organizations and the communities they serve.

Heather Stewart, Analyst



Heather is an experienced, communications-oriented planner and organized project manager. She has worked in the planning field since 2001 and in Alaska since 2006. Her strong analytical and communications skills allow her to help clients see the big picture or overarching process, navigate complex, potentially overwhelming situations, and develop plans that will set themselves up for success in implementation. Heather applies these skills to grant proposal development, feasibility and business planning, including the Bethel Public Utility Feasibility Study, the Centennial Village Wellness Plan, Sustainable Community Center Study and Community Readiness Assessments, Mat-Su Valley Tourism Facility Feasibility Plans, and Alaska Sustainable Outdoor Recreation Action Planning. Heather also served as project manager for the Bethel 2035 Comprehensive Plan Update in 2010-2011.

Meghan Holtan, Analyst



Meghan Holtan is the creative and analytical force behind many of Agnew::Beck's planning projects. Her success is based in her ability to pick the right tool to analyze and communicate data. Meghan earned a master's degree in environmental science with a concentration in environmental and community planning. Her experience includes GIS analysis, cartography and web mapping. Since joining Agnew::Beck in 2010, she has projected senior population growth and conducted case study and best practices research for several long-term care projects in Alaska. She worked on the Homer Parks, Art, Recreation and Culture Needs Assessment and is currently working on the NeighborWorks Alaska Bethel Multi-Family Housing Concept Development project.

Architects Alaska

David Moore, AIA, Principal in Charge / Project Manager

AK #A9190 | AK Resident. As the PIC, Dave Moore will have overall responsibility for the project and serve as the primary point of contact for all communications with Architects Alaska. He will oversee the project and be responsible for quality assurance reviews. Dave will take a hands-on role in the design process, particularly the public input portions. A graduate of Notre Dame, Dave has over 30 years of experience and has led the completion of 15 pool projects, both new construction and renovations. Project experience includes the YK Aquatic Health & Safety center, Ketchikan Gateway Aquatic Center, Nikiski Pool, and the Palmer & Wasilla Pool Renovations.

Steve Schell, RA, Project Architect

AK #A110902 | AK Resident. Steve will be responsible for design development options for the facilities. He will coordinate the design team, PM, and stakeholder groups. Steve has 10 years of experience in the design of aquatic and recreation centers. Projects include the YK Aquatic Health & Safety Center and Ketchikan Gateway Aquatic Center.

Selected Relevant Project Experience

Community Facility Feasibility Analysis + Planning

Homer Recreation and Culture Needs Assessment

2015 | City of Homer | The Parks, Art, Recreation and Culture (PARC) Needs Assessment determined the resources and prioritized the identified needs for the Greater Homer community (including the City of Homer and four neighboring census tracts: Anchor Point, Fritz Creek, Diamond Ridge and Kachemak City) concerning parks, arts, recreation and culture (PARC) facilities and programs. To accomplish this, the project involved:

- Assessing community values, wants and needs related to PARC resources, based on feedback from a broad range of organizations, individuals, and businesses;
- Identifying gaps between identified needs and existing facilities and programs; and
- Investigating strategies for meeting priority needs, recognizing the realities of finite resources (e.g., funding, volunteers, profitable business opportunities) and Homer's relatively small population.

Agnew::Beck engaged stakeholders at three levels: PARC providers, PARC users and the general public. Special focus was put on youth and seniors. A core advisory team, community workshop, community survey of almost 1,000 participants, and a statistically valid survey about public financing options helped inform the final report. Strategies included better use of existing facilities, improving efficiency and coordination of providing PARC resources and information sharing, and investigating options for new resources to support future recreation and culture improvements.

Mount Edgecumbe High School Pool Scoping Study

2011 | Client: Alaska Department of Transportation/Public Facilities (ADOT/PF) and Alaska Department of Early Education and Development (ADEED) (sub to NorthWind Architects, LLC) | Sitka, Alaska | The State of Alaska runs the Mount Edgecumbe High School (MEHS) in Sitka as a boarding school for high school students from rural Alaska. The State hired a team of consultants to help plan for a new swimming pool at the high school that would allow the school to provide swim instruction to rural Alaskan high school students. The facility plan included an analysis of the operating costs and potential revenues to run the new swimming pool, for which Agnew::Beck prepared a financial model. Agnew::Beck staff researched nine pool facilities throughout Alaska and analyzed their operating budgets in order to estimate the operating budget for the MEHS facility. The financial model helped the State budget for the annual cost of the pool, taking into account cost components with a high degree of variability (such as energy usage and rates), as well as the revenue potential from user fees and facility rentals. The operations financial analysis is part of a larger scoping study to plan for the new MEHS pool.

Bethel Multi-Use Recreation Facility Business Plan

2005 | City of Bethel | Foremost among Bethel's 1997 Comprehensive Plan goals were to expand and stabilize the City's economy, and to expand opportunities for healthy recreation where community members can mix with one another. The proposed Multi-Use Recreation Center is intended to be a vital community center enhancing Bethel's social and economic well-being. The City hired Agnew::Beck to prepare a feasibility assessment and business plan for the facility. Agnew::Beck used a community-based approach to develop the plan, seeking and using resident and visitor input on the use and design of the facility. The project team researched similar facilities located in other remote communities, generated detailed financial projections for

construction and operating costs and revenues, three alternatives for facility programs, and program descriptions. Agnew::Beck also created a project brochure for fundraising efforts. Based on the plan, the community elected to increase its sales tax by one half a percent to generate funding for project construction and operations.

Bethel Public Utility Feasibility Study

2011 | City of Bethel | High energy costs impact virtually every dimension of life in Bethel and the Yukon-Kuskokwim Region. This sense of urgency has increased interest in new approaches and new solutions. The City of Bethel engaged Agnew::Beck to perform a feasibility study to determine the viability of alternative ownership options for a privately owned, for-profit electric utility that served Bethel and three outlying communities. Agnew::Beck worked with Washington-based subconsultant, EES Consulting, an economic and engineering firm specializing in public utilities and energy. The team evaluated three ownership options for the diesel-generated power utility: an investor-owned utility, a City-owned utility, and a customer-owned electric cooperative. The team developed a valuation model, performed an economic and financial evaluation of the ownership options, and presented findings in a report and presentation to the Bethel City Council, public and stakeholders. Following the study, deliberations and negotiations among stakeholders led to the purchase of the Bethel utility by the non-profit Alaska Village Electric Cooperative (AVEC) in 2014.

Centennial Village Wellness Plan

2010 | Cook Inlet Housing Authority (CIHA) | The Cook Inlet Housing Authority (CIHA) is an Anchorage-based housing provider specializing in quality affordable housing for elders, individuals and families in the Cook Inlet Region, Inc. (CIRI). Agnew::Beck developed a comprehensive wellness plan for residents living in Centennial Village, a senior housing community in East Anchorage. The project involved surveying residents to assess their needs, understanding more about their health status and to gauge their interest in support services and activities to help maintain their independence as they age on campus. The project solicited interest from prospective partners to deliver personal care and other supportive services to residents. A community-wide plan was developed to improve the physical site and to expand and improve facilities to support social and fitness programs and improve the wellness of campus residents. Agnew::Beck also provided funding research and proposal development services for capital projects and expansion of existing programming.

Sustainable Community Center Study and Community Readiness Assessments

2012 – 2013 | The Foraker Group | The Foraker Group works to improve the leadership and management skills of professionals and volunteers working in Alaska's nonprofit organizations. The Foraker Group contracted with Agnew::Beck to research what makes community multi-purpose centers successful and sustainable over the long term in rural communities around the state. From this research, the team generated a checklist of factors that contribute to success of centers and factors that are likely to indicate that a community center will prove unsustainable in the areas of community capacity, operations and programming, building and site design, and capital financing. The report includes a model for sustainable rural community centers, and a series of case studies that illustrate the real stories behind the analysis. Using the checklist, Agnew::Beck subsequently worked with Foraker to help five communities evaluate and improve their proposals for community multi-use centers through Foraker's Pre-Development program.

Mat-Su Valley Tourism Facility Feasibility Plans

Agnew::Beck has led multidisciplinary consulting teams of planning, tourism, architectural and engineering experts to complete feasibility plans for two notable emerging tourist facilities in the Mat-Su Borough: the Mat-Su Valley South Gateway Visitor Center and a Cultural Ecotourism Facility.

2009 – 2010 | Mat-Su Convention and Visitor's Bureau | The Mat-Su Valley South Gateway Visitor Center is envisioned as a partner-driven destination visitor center that will showcase the recreational opportunities in the Valley and increase the visitor experience and length of stay. Project partners envision the Mat-Su Valley South Gateway Visitor Center as a lively, attractive space where residents and visitors learn about and experience the wealth of cultural, natural, recreational and business amenities in the area. The Agnew::Beck team conducted a market analysis, partnership development, site review, program development, and financial feasibility analysis for a marquee facility. The feasibility study demonstrates that the center is potentially sustainable and lays the groundwork for further planning and implementation of the project. The Mat-Su CVB has used the plan to secure funding and partnership commitments toward realizing the Visitor Center, including the successful award of a \$1million appropriation from the Alaska State FY14 capital budget for acquisition of the recommended site and design of the center.

2016 – 2018 | Chickaloon Village Traditional Council | The *Nay'dini'aa Na'* (Chickaloon Native Village) envisions a cultural tourism facility that includes lodging, food service, meeting and cultural space on traditional lands within the Matanuska Watershed. The Agnew::Beck study builds upon previous work done to identify and analyze alternatives for cultural ecotourism in the Matanuska River Watershed, to develop a clear plan for a sustainable facility and associated programming that reflects and provides a space in which to directly experience and celebrate the Tribe's Vision, Mission and Values, which include responsible land stewardship; cultural and governmental sovereignty; continuing the honored beliefs, customs, traditions and values of the *Nay'dini'aa Na'* people; sufficiency of resources; education and humor; and love, care and respect for each other. The Agnew::Beck team assessed potential site and programming options for the facility and worked with the client to develop a phased approach toward realizing their ultimate vision. The phased approach begins with the client's existing land, financial, programmatic and human resources. The growth of physical facilities and the scale of visitor experiences provided through the cultural ecotourism facility will build slowly and sustainably as a synthesized set of development milestones are reached.

Sustainable Outdoor Recreation Action Planning (Sitka, Yakutat, Wrangell, Portage Valley)

2010 – 2013 | United States Forest Service | As the convening project partner, the U.S. Forest Service (USFS) hired Agnew::Beck to facilitate a Sustainable Outdoor Recreation Plan for Sitka in 2010. This effort marked a fresh, community-based approach by the USFS to collaborate with the larger community to address challenges such as declining populations, the economic impacts of a declining Southeast Alaska timber economy, and tightening Federal budgets, while at the same time improving the way National Forest and community outdoor recreational lands and facilities are managed. The resulting plan provided a guide for addressing social, environmental and economic aspects of recreation and tourism in Sitka and beyond, with a focus on strategies that would be sustainable from both an environmental and fiscal perspective, while increasing economic health, land stewardship, and community quality of life. The project produced a page of signatures in which a set of partners made a good faith commitment to implement the plan. That commitment set the stage for obtaining multi-millions of dollars in trails and recreation project funding. Priority projects that were funded and have since been completed include a waterfront trail, skateboard park and restoration of the high school sports field. Following this success, Agnew::Beck worked with Yakutat, Wrangell and Portage Valley to develop similar plans under the same USFS model. Each plan focused on partnership-building efforts to implement the plan's priority actions because although the USFS funded these projects, the responsibility to implement the plans rested with a wide range of partners. This approach involved a broad outreach program to cultivate partners willing to commit to developing needed outdoor recreation facilities and programs.

Bethel + Regional Experience

Bethel Multi-family Housing Concept Development

2019 | NeighborWorks Alaska | NeighborWorks Alaska received a NeighborWorks America Strategic Investment Grant to explore the possibility of expanding NeighborWorks Alaska's reach outside of Anchorage to the rural hub community of Bethel, Alaska. Agnew::Beck is helping NeighborWorks Alaska to understand the need and demand for multi-family housing in Bethel, Alaska and facilitate potential partnership opportunities to develop multi-family housing in Bethel. Key steps in the scope include a market overview, meeting support between NeighborWorks Alaska and potential partners in Bethel and concept development and initial feasibility analysis. Agnew::Beck identified a potential demand for an additional 577 units of housing over the next ten to twenty years, mostly due to overcrowding, but also due to housing condition and population growth, which includes new hospital employees. Based on an initial positive response from meetings with stakeholders in Bethel, Agnew::Beck is moving forward with several multi-family housing concepts to present to NeighborWorks Alaska and potential partners.

Comprehensive Economic Development Strategy Annual Update

2017 – present | Association of Village Council Presidents | The Association of Village Council Presidents (AVCP) maintains a Comprehensive Economic Development Strategy (CEDS) for the Yukon-Kuskokwim Delta region, which includes 56-member tribes spread across 48 communities. Regional CEDS documents must go through a comprehensive, robust update every five years. AVCP last conducted a full update in 2012; the next full update is scheduled for 2018. In the years between full updates, AVCP conducts a shorter, less intensive annual update process. In 2017, AVCP hired Agnew::Beck to assist with the annual update to the AVCP CEDS. During the condensed, fast-paced effort, Agnew::Beck reached out to regional and business leaders and conducted three visits to the hub communities of Aniak, Bethel and Emmonak. The 2017 Annual Update highlights recent economic accomplishments, summarizes key trends and changes to the region's economic sectors and demographics, and provides an update on each strategy in the original 2012 CEDS document. In the final document, Agnew::Beck also offered recommendations for the full update in 2018, including how to make the CEDS more focused and effective, and potential new strategies for consideration.

Bethel 2035 Comprehensive Plan Update

2010 – 2011 | City of Bethel | Many regional conditions changed since the city's comprehensive plan was adopted in 1997. Bethel has grown into a diverse Yukon-Kuskokwim delta hub community, facing many economic and development challenges, including extremely high energy and housing prices, the need to diversify the local economy, and the possible need to relocate the port because of changing river patterns. The City of Bethel hired Agnew::Beck in 2010 to help update its Comprehensive Plan, intended to guide future city development and provide direction for the City's nine departments for 10-25 years. Agnew::Beck's planning approach emphasized an active public and stakeholder involvement process, strategic planning and a focus on financial sustainability. Agnew::Beck actively sought input from City Council and local leaders throughout the process and used a citizen advisory committee to build partnerships, support and accountability for the plan. Agnew::Beck helped revise and simplify the city's land use plan map to better reflect the present and future realities of local land use. These changes set the stage for the City to streamline their zoning code and focus enforcement efforts where they are most needed. The plan was adopted by the Bethel City Council on Tuesday September 27, 2011.

Pre-Development Plan for Build-To-Own Housing

2011 | Native Village of Kwinhagak (sub to Cook Inlet Housing Authority, funded by The Foraker Group) | As part of a team lead by Cook Inlet Housing Authority (CIHA) and funded by the Foraker Pre-Development program, Agnew::Beck worked with the Native Village of Kwinhagak (NVK) to develop a feasible financial model and pre-development plan for a build-to-own housing program for the Quinhagak community. NVK plans to add 150 quality and energy efficient homes to ease overcrowding and replace one-third of the housing stock deemed unsafe by two separate engineering studies. The pre-development plan is the first step in NVK's build-to-own demonstration program. The plan includes a financial model that tests the feasibility of the program by analyzing the availability of funding and developing a construction budget for the homes. The proposed build-to-own program is a significant departure from the typical rural Alaska housing program. Instead of being almost entirely federally funded, the build-to-own program draws from local funds (e.g., NVK's NAHASDA funds, NVK's housing revolving loan fund) for 61 percent of the identified funding, and the homeowner is expected to contribute both mortgage financing and sweat equity to the construction of their own house.

Orutsararmiut Native Council (ONC) Strategic Plan Update

2013 | Orutsararmiut Native Council (ONC) | Orutsararmiut Native Council (ONC) is the tribal governing body in Bethel, Alaska. With over 3,000 members, Orutsararmiut is one of the largest tribal governments in Alaska. During the fall of 2013, Agnew::Beck worked closely with the Council to update ONC's strategic plan. To kick off the process Agnew::Beck conducted key informant interviews, reviewed the previous strategic plan and solicited feedback from the chair of each ONC department. Building on this information, Agnew::Beck facilitated a two-day planning retreat in Homer, Alaska. During the retreat, board members reviewed ONC's mission and vision and identified both organization-wide and department-specific goals and objectives. With these goals in mind, attendees identified specific strategies to guide the ONC's activities and to improve the delivery of services over the next five years. The retreat concluded with a condensed board training. During the planning process, attendees also recognized a need for improved communication between the ONC board, staff and tribal members. To help address this concern, Agnew::Beck outlined a communications plan for the board to explore and included it in the strategic plan.

YKHC Branding and Strategic Communications Support

2016 – present | Yukon Kuskokwim Health Corporation (YKHC) | Agnew::Beck provides strategic guidance and support to the Vice President of Communications and other health departments as they develop messaging campaigns promoting health and the YKHC's important role in the region. Agnew::Beck's primary contract is for a large-scale branding process that will coincide with the Paul John Calricaraq Project, a renovation of the existing hospital and new construction of a three-story, 175,000-square-foot clinic. Agnew::Beck has completed interviews with staff and helped launch a staff survey, and has moved into the concept design phase with robust input and understanding of the direction the organization would like to move. A large component of the work to date has been educating staff on the branding process and intent including an educational process graphic to answer questions from the 1,300+ staff.



Architects Alaska Selected Relevant Project Experience

YK Aquatic Health & Safety Center



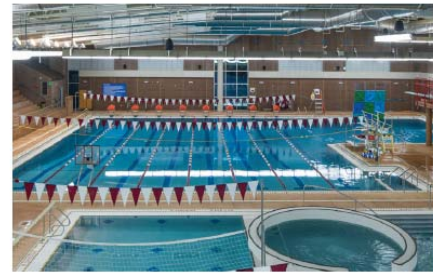
CLIENT: City of Bethel

REFERENCE: Doug Cobb, Project Dev. Assoc.
230.6642, doug@projdevelopment.com

This first of its kind project by Architects Alaska was recently completed in Bethel and delivered both on time and within budget. The facility includes a six-lane lap pool, a family pool with water slide, a wading pool, spa, offices, and supporting spaces. The pool areas can be viewed from a viewing area where family and friends can watch while enjoying the concessions. A separate Men's and Women's locker rooms are included as well as a family locker room. The project was constructed with a modified Design-Build process in cooperation with the General Contractor, with a fixed Guaranteed Maximum Price. Key Staff Involvement: David Moore, PIC; Steve Schell, PD; Doug Cook, AC; Mark Langberg, ME; Ken Ratcliffe, EE; Dennis Berry, SE

Ketchikan Gateway Aquatic Center

This facility was designed by Architects Alaska to provide local residents with an 8-lane, competitive sized swimming pool and diving well, as well as a separate, zero entry, recreation pool with a play structure and water slides. Careful consideration was made to choose building materials that were capable of handling constant exposure to the maritime environment. Extensive community outreach with users, community members, and other stakeholders was required for this project since the building site was shared with an adjacent school. Key Staff Involvement: David Moore, P IC; Steve Schell, PD; Doug Cook, AC; Mark Langberg, ME; Ken Ratcliffe, EE; Bradley Doggett, CE; Dennis Berry, SE; Kent Gamble, CCE



CLIENT: Ketchikan Gateway Borough

REFERENCE: Wendy Miller, KGB,
228.6656, wendym@kgbak.us

Nikiski Recreation Center Pool Renovation



CLIENT: Kenai Peninsula Borough

REFERENCE: Karen Kester, KPB (former)
406.531.5397, imadambuilder@hotmail.com

This project included a major renewal and addition to an existing natatorium. The facility served multiple recreational uses, water-safety and training for local industry, and competitive swimming and diving for the local high school. Architects Alaska's process of public involvement included a three-phase approach to the programming and design of this unique facility. The pool has a new concrete tank complete with many leisure pool features including a 20-foot high water slide, diving area, and hot water spa. The pool also has a shallow area containing a rainbrella bubbler and a bubble bench. Key Staff Involvement: David Moore, PM; Andy Simasko, PD; Mark Langberg, ME; Ken Ratcliffe, EE; Dennis Berry, SE

Additional Aquatic Center Experience

Projects completed by the team of Architects Alaska, AMC Engineers and BBFM Engineers with David Moore as Principal-in-Charge and/or Project Manager:

Renovation/Remodels

- Unalaska Aquatics Center Renovation
- East High School Pool Renovation
- Buckner Field House Pool Renovation
- Kenai High School Pool Renovation
- Seward High School Pool Renovation



Condition Survey Reports

- Sandpoint Pool Condition Report
- Unalaska Pool Condition Report
- UAA Condition Report
- City of Skagway Aquatic Center Master Plan

New Construction/Additions

- USCG Support Center Pool Addition
- Valdez High School Pool Addition/Remodel

4. Budget

When creating the project budget, Agnew::Beck estimates the level of effort a project is anticipated to require on a task-by-task basis. At the aggregate level, the project budget outlines the total funding available for the project based on the scope outlined in this document. It is important to note, however, that some project tasks can take longer than originally anticipated while others can take less time. Agnew::Beck reserves the right to modify the amount budgeted to an individual task while staying within the original total budget.

Y-K Fitness Center Expansion Feasibility Assessment	Managing Principal		Principal		Senior Associate		Graphic Designer		Total
July 2019 to December 2019	hours	rate	hours	rate	hours	rate	hours	rate	
		\$170		\$155		\$125		\$115	
Task									
1. Project management & Communications									
Regular meetings with client and project team; overall project management.	2	\$340	12	\$1,860	20	\$2,500		\$0	\$4,700
2. Needs Assessment, Existing Utilization & Identification of Potential Funding Sources									
Summarize current pool utilization, revenues/expenses and operating plan. Assess the need for a gym and existing gaps in services that a gym can support. Identify opportunities for ways a new gym will improve youth health and well being. Identify potential funding sources and provide a summary of the YK Fitness Center's current financial situation. Develop 1-page summary or PowerPoint to share with partners during Task 3.	2	\$340	4	\$620	30	\$3,750	8	\$920	\$5,630
3. Partner & Stakeholder Outreach									
Meet with up to 10 key stakeholders/partners to discuss the need for the gym, potential commitment to renting the gym and ideas for overall financing. Examples include the Lower Kuskokwim School District, YKHC, ONC, Calista, and others. Preference is to do most meetings in person during one trip to Bethel.	12	\$2,040	8	\$1,240	30	\$3,750		\$0	\$7,030
4. Community Discussion									
Host a community discussion in Bethel related to preference for a gym, ideas related to financing and thoughts about layout and design. Agnew::Beck can provide audience response technology to provide live polling related to preferences for a gym. Includes time involved in preparing the Keypoint questions. Preference is to do this community meeting during the same trip as Task 3.	12	\$2,040		\$0	40	\$5,000	12	\$1,380	\$8,420
5. Concept Design									
Agnew::Beck will work with Architects Alaska to prepare concept designs and cost estimates for an expansion at the YK Fitness Center. Architects Alaska will provide some initial concept designs pro bono.	4	\$680	4	\$620	10	\$1,250		\$0	\$2,550
7. Funding Plan & Summary Report									
Based on the stakeholder outreach and community meeting, Agnew::Beck will develop a funding plan for capital and operating costs.	8	\$1,360	8	\$1,240	40	\$5,000	40	\$4,600	\$12,200
Travel *									\$3,785
Expenses **									\$600
TOTAL***	40	\$6,800	36	\$5,580	170	\$21,250	60	\$6,900	\$44,915

EXCLUSIONS + TERMS

* Travel - Includes two trips to Bethel for two people.

** Other Expenses - Include costs for phone and related equipment and services required in the normal performance of the contract. Digital versions of all final materials will be submitted in an organized manner to the client for future editing, use and reproduction. Rights to final versions of all materials are transferred to the client upon conclusion of the project. A::B reserves the right to use all project materials for educational and marketing purposes. A::B reserves the rights to any draft or conceptual materials developed during the project, or other materials specified in the terms of the contract.

*** A::B reserves the right to move budget between tasks, staff and subcontractors so long as costs do not exceed the total budget. This estimate is good for 90 days from the date of the estimate

Suggested Amendment to Budget Ordinance 20-12(d)

WHEREAS, repairs to the Yukon Kuskokwim Regional Health and Aquatic Safety Training Center are still active; therefore, estimates for repair costs are not concrete;

WHEREAS, the City's contracted engineering firm, DOWL, predicts additional repair costs that exceeds the adopted Fiscal Year 2021 Budget;

WHEREAS, Public Works is requesting \$250,000 to cover unforeseen repair costs to the YK Fitness Center;

F-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
40-50-690	Capital Expenditures	370,000	250,000	620,000
	Cash		(\$250,000)	

CITY OF BETHEL, ALASKA

Ordinance #20-31

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 2.08, CITY MANAGER AND 2.12 CITY OFFICERS

WHEREAS, the Bethel Municipal Code includes three provisions requiring the city manager, city clerk and finance director to be put under bond;

WHEREAS, the City's brokerage service provider, Combs Insurance, indicating the City's insurance policy provides a \$1,000,000 limit for all employees eliminating the need for extra coverage;

WHEREAS, Alaska Statutes 29.20.390, requires the treasurer, identified to be the custodian of all municipal funds, shall give bond, in the sum that the governing body directs;

WHEREAS, the modification removing the bonding requirement for the city manager and city clerk is a cost saving measure by removing unnecessary coverage;

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

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

SECTION 2. Bethel Municipal Code Chapter 2.08, City Manager is amended as follows, new language is underlined old language is stricken.

Chapter 2.08 City Manager

2.08.010 Form of government adopted.

2.08.020 Bond.

2.08.010 Form of government adopted.

The city manager form of government specified within the conditions of Title 29 of the laws of Alaska applies to the operation of municipal government within the city.

~~2.08.020 Bond.~~

~~The city manager shall be put under bond conditioned on the honest, faithful and lawful performance of his duties in such amount as the council shall from time to time determine.~~

SECTION 3. Bethel Municipal Code Chapter 2.12, City Officers is amended as follows, new language is underlined old language is stricken.

Chapter 2.12 City Officers

Sections:

2.12.010 City clerk.

2.12.030 Finance director – Bond.

2.12.040 Finance director – Disbursement of moneys.

2.12.050 City attorney.

2.12.010 City clerk.

A. The city clerk shall be appointed by, report to and be supervised by the mayor/city council and shall serve at the pleasure of the city council. The position of city clerk is a professional and confidential position wholly exempt from the classified services.

B. The office of the city clerk shall operate as a separate entity from the department of administration and other city departments.

C. The city clerk shall:

1. Attend meetings of the city council and its boards, commissions and committees as required and keep the journal of the city;
2. Have custody of the official city seal;

3. Assure that notice and other requirements for public meetings are complied with and assure that public records are available for public inspection as required by law;
4. Manage city records and develop retention schedules and procedures for inventory, storage and destruction of records as necessary;
5. Maintain an indexed file of all permanent municipal records, provide for codification of ordinances, and authenticate or certify records as necessary;
6. Prepare agendas and agenda packets as required by the city council and in accordance with the deadlines established in BMC 2.04.050(B);
7. Administer all municipal elections;
8. Assure that the municipality complies with 42 USC Sections 1971 – 1974 (Voting Rights Act of 1965, as amended);
9. Take oaths, affirmations, and acknowledgements as necessary;
10. Act as the parliamentary advisor to the city council;
11. Develop, prepare and defend the city clerk's office budget as required by the city council;
12. Perform other duties required by law, and by the city council.

~~D. The city clerk shall be put under bond conditioned on the honest, faithful, and lawful performance of duties in such amount as the council shall from time to time determine.~~

2.12.030 Finance director – Bond.

If the finance director is not one (1) and the same person as the clerk, he shall be put under bond in a sum not to exceed ten thousand dollars (\$10,000) to cover his duties as custodian of the city funds.

Introduced by: Acting City Manager Strickler
Introduction Date: September 22, 2020
Public Hearing Date: October 13, 2020
Action:
Vote:

2.12.040 Finance director – Disbursement of moneys.

The finance director may also be charged by the council with the duty of being the active disbursing officer.

2.12.050 City attorney.

The city attorney is the legal advisor of the council and other officials of the municipality. The city attorney shall represent the city in civil and criminal proceedings. Notwithstanding AS 29.20.360, the city attorney shall be appointed by, and serve at the pleasure of, the city council.

SECTION 4. This Ordinance shall become effective immediately following adoption by the Bethel City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA
THIS ___ DAY OF SEPTEMBER 2020 BY A VOTE OF _ IN FAVOR AND _
OPPOSED.**

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	20-45		
Date action introduced:	09/22/2020	Introduced by:	Lori Strickler, Acting City Manager
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

Action Title: Action Memorandum Authorizing the City Manager to Negotiate and Execute a Contract with Wolverine Supply Inc. for City Hall Improvements.

Attachment(s): 1) Bid Tabulation Sheet for the City Hall Improvements RFB
2) Draft Contract for the City Hall Improvements

Department/Individual:	Initials:	Remarks:
Lori Strickler, Acting City Manager	LS	
Bo Foley, Interim Purchasing Agent	BF	

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$1,097,000.00	Funds in City Budget.	10-70-690 Property Maintenance – Capital Projects
	Funds not in City Budget.	

Summary Statement

On August 3, 2020, a Request for Bids (RFB) document was sent out and posted to the City website soliciting qualified firms to execute plans engineered by DOWL for City Hall Improvements. These improvements include, but are not limited to, replacing the roof and ceiling of the entire building. City Hall has needed these repairs for years. Every time we have a significant amount of snowfall, upon that snow melting the ceiling begins to leak in multiple rooms in the building, which is causing possible rot and moisture damage to the building's infrastructure.

This RFP closed on September 4, 2020 with two responsive bidders. Only one addendum was posted in response to potential proposer questions. The winning bidder was Wolverine Supply Inc. and there were no protests received about this result.

DOWL, the City's contracted engineering firm, wrote up the initial RFB document and verified that both bidders submitted all necessary documents in their bid packages. The amounts of the two bids are as follows:

Wolverine Supply Inc. - \$1,097,000.00
UIC Construction LLC. - \$1,689,739.00

The above shows Wolverine Supply Inc. as the clear winner and the City wishes to pursue a contract with them for the improvements to City Hall. FY21 funding has already been budgeted for the project.

BID TABULATION FORM

OWNER
PROJECT
Contract No.
Bid Opening

City of Bethel, Bethel, Alaska
City Hall Improvements Project

September 4, 2020 at 3pm

	1	2	3	4	5	6	7
Bidder	Wolverine Supply Inc.	UIC Construction LLC					
Date Received	9/4/2020	9/4/2020					
Time Received	2:35pm	1:36pm					
Bid Received by	Bo Foley	Bo Foley					
Acknowledge Addenda							
No. 1	X	X					
Required Attachments							
Signature and Verification (Form page 9)	X	X					
Bid Form and Signed (00 41 13)	X	X					
Bid Bond (C-430)	X	X					
Bid Submittal	X	X					
List of Subcontractors, Suppliers, References	X	X					
Contractor's License	X	X					
Local Bidder Support (Not Required)							
Bid Tabulation							
Base Bid	\$ 1,097,000.00	\$ 1,689,739.00	\$ -	\$ -	\$ -	\$ -	\$ -
Base Bid Total with Local Bidder Reduction (not for Contract Value)	\$ 1,097,000.00	\$ 1,689,739.00	\$ -	\$ -	\$ -	\$ -	\$ -

*Subject to review for compliance, post Bid Opening

Bid Received and Opened By:	Bo Foley, Interim Purchasing Agent	Witnessed By:	James Harris, Human Resources Director
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City of Bethel Action Memorandum

Action memorandum No.	20-46		
Date action introduced:	September 22, 2020	Introduced by:	Lori Strickler, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a Memorandum of Agreement with the State of Alaska Department of Transportation and Public Facilities for the Statewide Transportation Improvement Plan (STIP) 2020-2023.

Route to:	Department/Individual:	Initials:	Remarks:
	Lori Strickler, Administration	LS	
	John Sargent, Administration	JS	

Attachment(s): (1) Action Memorandum 19-28 Direct Administration to complete and submit a Community Transportation Program project nomination, (2) draft Memorandum of Agreement Between State of Alaska and City of Bethel, Alaska

Amount of fiscal impact:		Account information:
	No fiscal impact at this time	
115,135.50	Funds are budgeted for.	10-66-69x
	Funds are not budgeted. Budget modification is required.	

Summary Statement:

The State of Alaska Department of Transportation and Public Facilities held applications for their Alaska Statewide Transportation Improvement Program, a four-year program that focuses on transportation system preservation and development state-wide. This program is federally funded and targets interstate, state and local highways, bridges, ferries and public transportation. In conjunction with Action Memorandum 19-28, City Administration applied for and was notified of award acceptance on April 10, 2020. The project will be dedicated to rehabilitating heavy use roads, specifically Akakeek, Ptarmigan and DeLapp Street. City Administration requests authorization to negotiate and execute the attached Memorandum of Agreement with the Alaska Department of Transportation and Public Facilities. The MOA outlines that the State of Alaska will design, plan, and reconstruct the roads listed above and require the City of Bethel to match based on their scoring criteria. The State of Alaska determined that the City contribute 9.03% as match.

City of Bethel Action Memorandum

Action memorandum No.	19-28		
Date action introduced:	April 9, 2019	Introduced by:	Peter Williams, City Manager
Date action taken:	April 9, 2019	☒ Approved	☐ Denied
Confirmed by:	KM		

Action Title: Direct Administration to complete and submit a Community Transportation Program project nomination by the May 15, 2019 deadline with the requisite cash match approved by City Council that will be reviewed, scored, and hopefully selected for inclusion in the Statewide Transportation Improvement Program (STIP) 2020-2023.

Attachment(s): (1) Resolution of Project Sponsorship (sample), (2) Map of Akakeek, Ptarmigan, Delapp Heavy Use Road Improvement Project, (3) STIP Project Evaluation Criteria, (4) City Streets and Roads Foreman's List of Bethel Road Projects.

Department/Individual:	Initials:	Remarks:
Administration / Peter Williams	PW	
Public Works / Bill Arnold	WA	
Finance / Christine Blake	CB	
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
	Requires funding in FY 2019 Budget.	
\$85,511	Requires funding in FY 2020 Budget.	
	TBD	

Summary Statement

The Alaska Department of Transportation and Public Facilities is calling for Community Transportation Program project nominations to be reviewed, scored, and potentially recommended for inclusion in the Statewide Transportation Improvement Plan (STIP) 2020-2023. This Action Memorandum was written with Administration's recommended road project for STIP nomination so that Council can concur or select an alternative. The deadline is May 15, 2019.

City Administration recommends that Bethel City Council direct Administration to pursue STIP funding to cover costs associated with the Akakeek, Ptarmigan, Delapp Heavy Use Road Improvement Project. The project calls for an engineer to design improvements to contiguous sections of Akakeek Street, Ptarmigan Street from Owl Road to Delapp Drive, and Delapp Drive and construct those hard-surface improvements. Pre-construction work and design are likely to include a geotechnology study, surveys, easement/right-of-way mapping, and environmental clearances. Construction of a gravel road will likely include removal of several feet of existing road material, application of geotextile fabric, polystyrene insulation, and non-frost susceptible fill.

14% \$175,004

The City must provide 9.03% of the project cost as cash match in order to qualify for STIP funding. The City can earn up to 8 additional points for cash contributions made over and above

the minimum 9.03% required. Using the City's engineer cost estimate of \$1 million per mile to construct a gravel road in rural Alaska, the City's proposed project would cost:

Linear Feet/Mile = 5,280 ft.

Project Linear Feet = 4,988 (rounded to 5,000 for simplicity)

Project Cost = $5,000 / 5,280 * \$1,000,000 = \$946,970$

City Cash Match = $\$946,970 * 9.03\% = \$85,511$

Bethel City Council will have to approve a resolution of project sponsorship like the one attached. The resolution, Long Range Transportation Plan Draft, and other supporting documents must be included in the City's application for maximum points in the *Public Support* criterion.

**Memorandum of Agreement
Between State of Alaska and
City of Bethel, Alaska**

Project Name:

Akakeek, Ptarmigan, and Delapp Streets – Heavy Use Road Improvements

Federal Project No.: [tba]

State Project No.: [tba]

The parties to this Agreement (hereafter Agreement) are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter AKDOT&PF) and the City of Bethel, an incorporated second-class city under Alaska law (hereafter the City).

WHEREAS, the City agrees to own and maintain the project once constructed;

WHEREAS, AKDOT&PF has the authority to plan, design, and construct improvements to Akakeek, Ptarmigan, and Delapp Streets, (hereafter the project);

WHEREAS, the City by resolution desires that DOT&PF plan, design and construct the project;
and

WHEREAS, the City by resolution agreed to maintain the project upon its completion; and

WHEREAS, Alaska Statute 19.05.040(10) provides that AKDOT&PF may enter into Agreement with Municipalities relating to highways, and the City may enter into Agreement with the State pursuant to BMC 4.20.260

THEREFORE, the parties, in consideration of the mutual promises contained in this Agreement, agree to the following:

1. FINANCIAL PARTICIPATION

The City hereby agrees to provide non-federal matching funds for the project, including matching funds required for project contingencies.

The City's matching fund contributions shall be lump sum payments due prior to initiation of each phase authorization from the Federal Highway Administration. Contingency will be:

- An additional 50% of the cost estimate for all phases prior to Construction phase and Utilities Relocation phase.
- Contingency shall be revised downward from 50% to 15% of the then-current, cost estimate after completion of the final design and prior to Construction phase and Utilities Relocation phase.

Payment of Design Phase total matching funds in the amount of **\$115,135.50** is due from CITY by **December 31, 2020**. The schedule for all subsequent payments shall be based on the project development

schedule developed by the AKDOT&PF Project Manager. Failure to provide matching funds consistent with the current project development schedule may be deemed a breach of this Agreement and will result in project cessation and the CITY shall repay all expenditures incurred by AKDOT&PF that are not federally reimbursable.

As the project design develops, cost estimates and schedule for all project phases will be refined. Cost estimate and contingencies will be updated via project amendment as project progresses, but initial cost estimate and required matching funds are calculated as follows:

- Cost estimate non-federal match – City shall pay their stated **9.03%** of the current cost estimate by phase as indicated in their project nomination, plus the contingency match.
- Contingency match – In the event that the project cost is greater than the initial cost estimate AKDOT&PF shall provide federal funds for the additional costs up to an additional 50% above the initial cost estimate and the City shall pay the minimum 9.03% required non-federal match for cost estimate contingencies.

COST ESTIMATION						
Phase	Initial Cost Estimate	9.03% Match for Each Phase	50% Contingency Preconstruction	15% Contingency Construction & Utilities	9.03% Match for Contingency Each Phase	Total Match
Engineering and Design	\$850,000.00	\$76,755.00	\$425,000.00		\$38,377.50	\$115,132.50
Right-of-Way	\$100,000.00	\$9,030.00	\$50,000.00		\$4,515.00	\$13,545.00
Construction	\$6,246,462.00	\$564,055.52		\$936,969.30	\$84,608.33	\$648,663.85
Utilities	\$75,000.00	\$6,772.50		\$11,250.00	\$1,015.88	\$7,788.38
Totals	\$7,271,462.00	\$656,613.02	\$475,000.00	\$948,219.30	\$128,516.70	\$785,129.72

- Cost overrun - Should the project exceed total initial cost estimate plus the contingency fees, the City will be required to pay 100% of the additional cost above that amount or the project scope will be reduced to reach the estimated cost. The estimated overrun total is \$8,694,681.30.

Phase	Cost Estimate	50% Contingency Preconstruction	15% Contingency Construction & Utilities	Overrun Total
Engineering and Design	\$850,000.00	\$425,000.00		\$1,275,000.00
Right-of-Way	\$100,000.00	\$50,000.00		\$150,000.00
Construction	\$6,246,462.00		\$936,969.30	\$7,183,431.30
Utilities	\$75,000.00		\$11,250.00	\$86,250.00
Totals	\$7,271,462.00	\$475,000.00	\$948,219.30	\$8,694,681.30

- Discontinuing Match - If the City ceases to fund match, City hereby agrees to reimburse AKDOT&PF for all project costs incurred.
- Excess Contributions - Upon project completion and final project closeout, if the final cost is less than the Agreement cost, the local contribution will be recalculated, and all excess contributions will be refunded to the City.

PROJECT RANKING

AKDOT&PF shall, while ranking this project with other projects during the preparation of the Statewide Transportation Improvement Program (STIP) and capital budgeting process, recognize that the City has agreed to provide local matching funds and own and maintain the project.

2. PLANNING, DESIGN, AND CONSTRUCTION

AKDOT&PF shall plan, design, and construct the project within the approved scope and funding.

3. TITLE DOCUMENTS

Upon completion of the project, AKDOT&PF shall execute a quit claim deed that conveys all of its right, title, and interest in the project to the City, subject to utility permits issued under 17 AAC 15, encroachment permits issued under 17 AAC 10.010-17 AAC 10.015, and driveway permits issued under 17 AAC 10.020-17 AAC 10.990.

4. PROPERTY MANAGEMENT

The City agrees to manage the right-of-way in accordance with the requirements of federal regulation, specifically 23 CFR 710 and the Alaska Right-of-Way Manual [or approved Municipal Right-of-Way Manual].

The City agrees to manage utilities in the right-of-way in accordance with the requirements of federal regulation, specifically 23 CFR 645 and the *Alaska Utility Manual* [or approved Municipal utility manual].

5. MAINTENANCE AND OPERATIONS

- a. The City agrees to maintain and operate the project at its own expense consistent with 23 CFR 1.27 and AKDOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM). In the event of conflict between 23 CFR 1.27 and AHMOM, the more stringent provisions set the minimum standards.
- b. The City shall perform its activities under this Agreement at its sole cost and expense and without reimbursement from DOT&PF. These maintenance activities include, but are not limited to:
 - (1) planning, scheduling, administration, and logistics of maintenance activities;
 - (2) traffic control and safety;
 - (3) preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, and under-drains;
 - (4) embankment protection, including erosion control, to as-built conditions;
 - (5) roadside management;
 - (6) guardrails and guardrail end treatments;
 - (7) snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
 - (8) maintaining signs and delineators in an as-built condition and their replacement, including posts and

- foundations, when damaged, unreadable, or worn out;
 - (9) highway marking and repainting as required to maintain performance of their intended function;
 - (10) repair of streetlights as required to ensure a functioning system, including repair/replacement of lenses, light bulbs, photocells, contacts, relays, and wiring;
 - (11) removal of debris, rubbish, and dead animals;
 - (12) signing of seasonal weight restrictions as may be required by local conditions;
 - (13) pothole repair using asphalt products on an as-needed basis;
 - (14) annual crack sealing;
 - (15) repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding on a basis; and
 - (16) minor bridge repairs, which includes painting of localized rust areas, re-decking, and repair of guardrail and railing sections.
- c. Maintenance staff may be employees of the City, another unit of government, or a contractor under Agreement with the City. All maintenance will be performed at regular intervals or as required for efficient operation of the complete project improvements. The City's maintenance responsibilities commence the date of project substantial completion.
 - d. City agrees to perform property management and maintain and operate the project for the lifespan of the project, a period of not less than twenty years.

6. INDEMNIFICATION

The City shall hold the AKDOT&PF, its officers, employees, and agents harmless from and defend and indemnify the AKDOT&PF for liability, claims, or causes of action arising out of this Agreement. Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the AKDOT&PF to the extent the AKDOT&PF is determined to be liable for its own act or omissions, except that:

- A. To the maximum extent allowed by law, the City shall hold the AKDOT&PF harmless from and indemnify the AKDOT&PF for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this Agreement or constructed or improved pursuant to this Agreement, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the City assumes maintenance duties.
- B. The City's duty to defend shall apply regardless of whether it is also alleged that the DOT&PF's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).
- C. Neither liability, claims, nor causes of action arising from injuries which occurred prior to the date of this transfer nor liabilities imposed by or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by this paragraph.

7. DISPUTE RESOLUTION

- a. If a dispute arises under this Agreement between the City and AKDOT&PF, and the parties cannot resolve the matter between them within 45 days after the notice is given by the aggrieved party to the

other party, the aggrieved party may request that the matter be resolved by arbitration.

- b. Each party shall appoint an arbitrator to hear the dispute. The two arbitrators acting together shall select a third arbitrator with all appointments to occur in accordance with State Procurement code, AS 36.50. The three arbitrators shall hear the matter under such rules and procedures as they deem necessary to conduct the proceedings.
- c. Each party shall pay the expenses of the arbitrator it appoints and shall pay half of the cost of the proceedings and the third arbitrator.
- d. Except when the provisions of this paragraph provide otherwise, an arbitration under this paragraph is subject to AS 09.43.010 – 09.43.180, the Uniform Arbitration Act.

8. PENALTY FOR BREACH

- a. (addressed)Any withdrawal of the City’s promise to maintain and operate the project upon completion, including a withdrawal at any time after construction is completed, shall be considered a breach. If, prior to advertising for construction, the City withdraws its promise to maintain and operate the project upon completion, AKDOT&PF will reevaluate each project nominated by the City without consideration of Municipal maintenance. If the City withdraws its promise after the advertisement of a project for bid, the AKDOT&PF may proceed with construction of the project and seek recovery of maintenance costs from the City. In the evaluation of other projects in the City in the succeeding six years after the breach, AKDOT&PF will not include consideration of Municipal contribution until the City has cured the breach to AKDOT&PF’s satisfaction.
- b. If notified by AKDOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the City shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the City shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the City to remedy, or to satisfactorily commence the remedy of, the default shall result in the termination of this Agreement by AKDOT&PF. If this Agreement is terminated pursuant to this clause, the City shall be liable to repay to AKDOT&PF all the Federal Funds disbursed to it under this Agreement.
- c. If the City makes a written request for the cancellation of a federal-aid project, the City shall bear 100 percent of all costs as of the date of cancellation. If AKDOT&PF was the sole cause of the cancellation, AKDOT&PF shall bear 100% of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of AKDOT&PF or City, City shall bear all development costs, whether incurred by AKDOT&PF or City, either directly or through contract services, and DOT&PF shall bear any administrative costs incurred. After settlement of payments, AKAKDOT&PF shall deliver surveys, maps, field notes, and all other data to City.

9. CONTACTS

The DOT&PF’s contact will be Kelly Summers, Design Project Manager. The City’s contact is Bill Howell, or as may be designated in writing from time to time.

10. TERM OF THE AGREEMENT

The Agreement start date is the date of final signature executing this Agreement.

This Agreement will remain in force until such a time that AKDOT&PF and the CITY provide notice of termination. Notice will be given at least thirty (30) days in advance of the termination date. Termination of the Agreement may result in project cessation and require the CITY repay all expenditures incurred by AKDOT&PF that are not federally reimbursable.

11. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written Agreement signed by the original signatories or their successors in office.

12. THE WHOLE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. There are no other understandings or Agreements between the parties, either oral or memorialized in writing, regarding the matters addressed in this Agreement. This Agreement may not be amended by the parties unless agreed to in writing with both parties signing through their authorized representatives.

SIGNATURES

Dated: _____

State of Alaska
Department of Transportation and Public Facilities

Wolfgang Junge, P.E.
Regional Director

Dated: _____

City of Bethel

By: _____
(Name)

Title: _____

Reference Number: 009

Project Name: YKD Akakeet, Ptarmigan, and DeLapp Streets - Heavy Use Road Improvements

Project Description: The project will reconstruct three roadways utilizing non-frost susceptible techniques to improve drainage, safety, and pedestrian facilities.

Project Purpose: The purpose of the project is to reconstruct roads that serve high-density, low-income subdivisions.

Project Costs:

Phase	\$
Design	\$850,000
Right-of-Way	\$100,000
Utilities	\$75,000
Construction	\$6,246,462
Total	\$7,271,462

Comments

Design: This project would be a reconstruction project; which would improve safety, drainage, and pedestrian facilities with cost effective solutions. Reconstructing the roadways may be limited to the existing footprint per the Highway Preconstruction Manual.

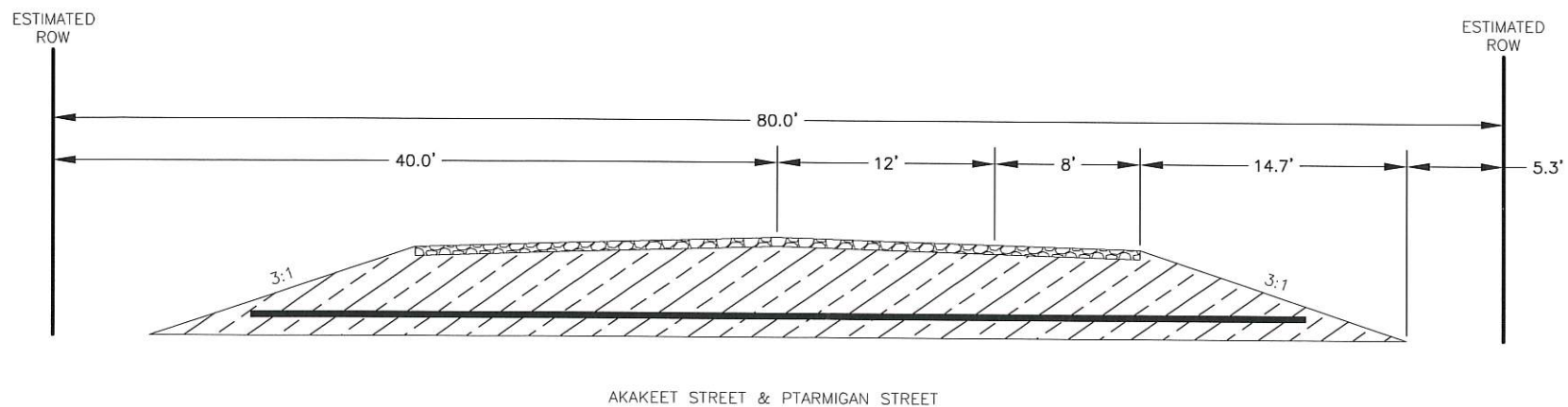
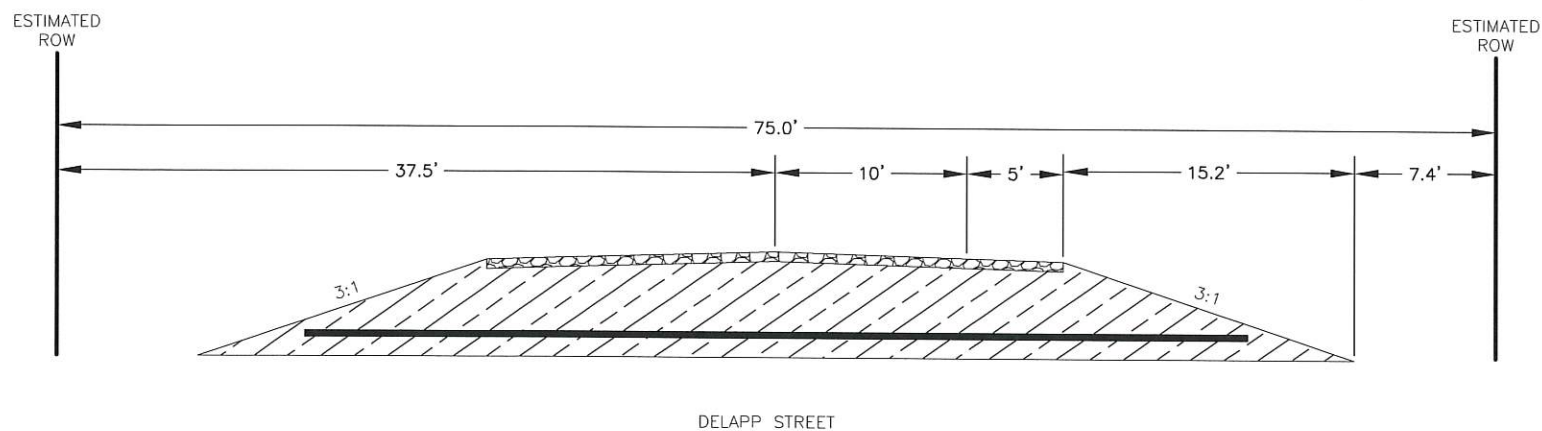
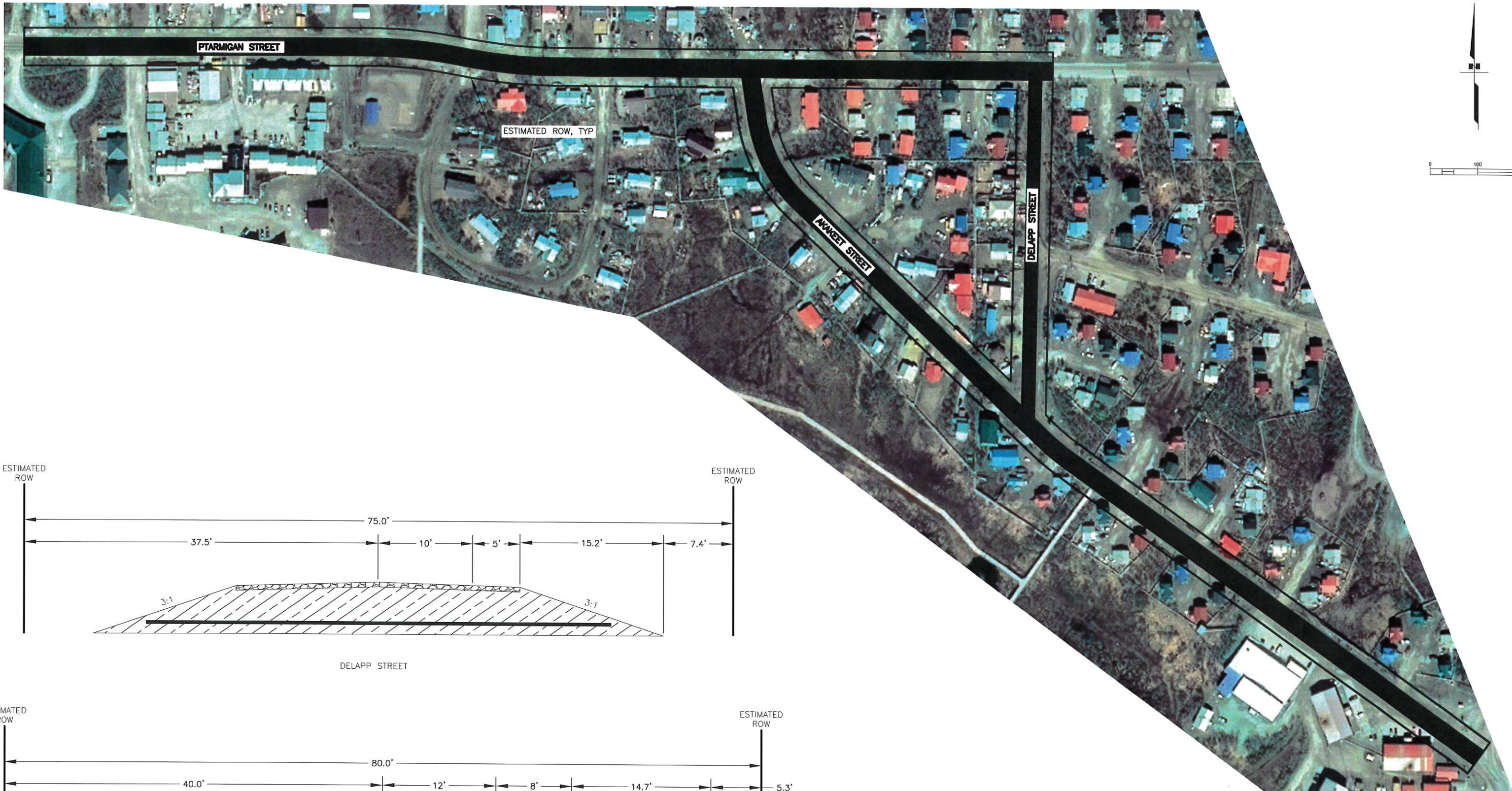
Environmental: The existing roads are in developed areas and the footprint will likely be minimized to the most practical extent. Additionally, the proposed surface will be aggregate and therefore should not drastically change the drainage properties from the existing embankment. After these considerations it is further assumed that a categorical exclusion document will be used for this project.

Right-of-Way: The design assumptions for this estimate propose a typical section that is limited to the same footprint of the existing roadways. This would allow minimal right-of-way impacts while still providing improvements.

Utilities: It is unknown where the utilities are in this area. It is assumed that the impacts are minimal since the design assumes construction within the existing roadway locations.

Name YKD Akakeek, Ptarmigan, DeLapp Heavy Use Road Improvements

No.	Pay Item	Units	Quantity	Price	Amount
202	Removal Items (all)	Lump Sum			
203(3)	Unclassified Excavation	CY	1	\$50,000.00	\$50,000
203(6X)	Borrow, Type X	Ton	947	\$30.00	\$28,400
301(1)	Aggregate Base Course, Grading D-1	Ton	86,128	\$35.00	\$3,014,470
603(17-X)	X Inch Pipe	LF	7,057	\$55.00	\$388,139
630(1)	Geotextile, Separation	SY	710	\$120.00	\$85,200
635(1)	Insulation Board	MBM	76,946	\$3.00	\$230,839
640(1)	Mobilization and Demobilization	Lump Sum	1,157	\$7.00	\$8,100
641(all)	Erosion & Sediment Control (all items)	Lump Sum	1	\$325,000	\$325,000
643 (all)	Traffic Maintenance and Control (all items)	Lump Sum	1	\$60,000.00	\$60,000
			1	\$15,000.00	\$15,000
	Subtotal				\$4,205,148
	All Other items (Assuming 20% remains)				\$841,030
	Bid Price				\$5,046,178
	Construction Engineering (15-20%)				\$756,927
	ICAP (7.64% of Bid Price + CE)				\$443,357
	Construction (Ph 4)				\$6,246,462
	Design (Ph 2)				\$850,000
	ROW (Ph 3)				\$100,000
	Utilities (Ph 7)				\$75,000
	Total Project Cost				\$7,271,462



PROJECT: AKAKEEK, PTARMIGAN, AND DELAPP STREET – HEAVY USE ROAD IMPROVEMENTS

LOCATION: BETHEL, AK

DESCRIPTION: THE PURPOSE OF THE PROJECT IS TO RECONSTRUCT ROADS THAT SERVE HIGH-DENSITY, LOW-INCOME SUBDIVISIONS. THE PROJECT WILL RECONSTRUCT THREE ROADWAYS UTILIZING NON-FROST SUSCEPTIBLE TECHNIQUES TO IMPROVE DRAINAGE, SAFETY, AND PEDESTRIAN FACILITIES.



ANNUAL BUDGET

OF THE

CITY OF BETHEL, ALASKA

For the Period July 1, 2019 - June 30, 2020

Fred Watson
MAYOR

William Howell
INTERIM CITY MANAGER

Prepared by the Finance Department

Christine Blake
FINANCE DIRECTOR

Cindy Sharp
ASSISTANT FINANCE DIRECTOR

Streets & Roads (10-66)		FY 2016 Actuals	FY 2017 Actuals	FY 2018 Pre Audit Actuals	2019 Budgeted	FY 2019 Mid Year Actuals	FY 2020 Proposed Budget
PERSONNEL:							
Salaries, Benefits & Taxes minus EGHBB			497,899	506,861	544,089	285,909	566,590
Overtime			13,204	27,485	20,000	16,600	20,500
Employee Group Health Benefits			96,691	143,583	117,724	47,741	128,978
Revision to Personnel Budget							
Total Personnel		636,113	607,794	677,929	681,813	350,250	716,068
MATERIALS, SUPPLIES, & SERVICES							
545	Training/Travel	525		100			1,000
561	Supplies	1,016	4,026	1,530	1,500	1,384	4,500
562	Signs	1,766	2,240		2,800		3,800
563	Wearing Apparel	1,930	2,406	891	2,500		2,500
567	Calcium Chloride	26,151	34,835	34,344	50,000	49,339	50,000
576	Salt	46,797	53,096	50,745	50,000	49,900	50,000
577	Asphalt Products & Supplies				10,000		3,500
578	Street Maint. Gravel			200,021			
600	Tires/Wheels/Chains	11,641	7,872	9,256	18,000	6,340	18,000
601	Vehicle Parts		10,456	25,467	50,000	20,786	50,000
602	Gasoline/Diesel/Oil	70,966	63,942	74,441	72,000	38,870	72,000
620	Electricity (Street Lights)	35,509	44,532	43,909	36,000	34,215	60,000
621	Electricity	1,870	1,657	6,937	14,400	244	14,400
622	Telephone	33	34	35	100	21	650
623	Heating Fuel	6,526	8,458	10,279	3,600	115	10,000
626	Water/Sewer/Garbage	3,315	3,599	3,437	3,500	569	
627	Cell Phone		18,812	1,058	1,320	640	1,680
647	Light Poles Maintenance/Rent	18,887	292	18,067	19,000	1,155	19,000
648	Contract Hauling			45			
649	Engineering Services	3,807			0		
661	Vehicle Maint/Repair (ISF 57)*	169,230	295,537	150,199	139,103	22,278	150,158
669	Other Purchased Services	18,161	7,071	2,102	10,000	214	10,000
683	Minor Equipment	1,561	588	2,469	7,000		7,000
685	Equipment						
721	Insurance	19,403	21,410	16,958	21,000		34,150
734	Dues and Subscriptions			80			
735	Advertising	78	19	70	200		200
735	Finance Charges/Penalties						
752	Ice Road Contract						
771	Gravel-Road Maintenance		278,155	170,146		351,537	375,000
772	Culverts		23,770	875			
774	Seawall Pipe					92,014	
799	Miscellaneous Expense	(32,980)	1,060	15	500		500
996	Administrative Overhead - IT			13,683	14,260	4,710	14,256
Total MS&S		406,192	883,867	837,159	526,783	674,331	952,294
Total Operating Expenditures		1,042,305	1,491,661	1,515,088	1,208,596	1,024,581	1,668,362
DEBT PAYMENTS:							
Total Debt Payments							
PROJECT EXPENDITURES							
771	Gravel	281,750		170,146	350,000	351,537	
772	Culverts	12,781		875	18,000		
773	Ridgecrest Drive (Gravel, match to DOT)	4,740		194,000	-		
774	DeLapp to Lulu Heron				91,200	92,014	
775	Akiachiah Drive						
Total Project Expenditures		299,271		365,021	459,200	443,551	
CAPITAL EXPENDITURES							
690				136,599		31,605	
691	Water Truck				27,356		
692	Sander Truck Box						33,500
693	Culvert Steamer						57,880
694	STIP Match or Gravel for Roads						500,000
696	WR90-3 Walk-N-Roll Compactor						27,139
Total Capital Expenditures				136,599	27,356	31,605	618,519
Subtotal Operating, Debt, Projects & Capital		1,341,575	1,491,661	2,016,708	1,695,152	1,499,737	2,286,881

CITY OF BETHEL

Resolution # 19-03

PROJECT SPONSORSHIP FOR COMMUNITY TRANSPORTATION PROGRAM ADMINISTRATION AND MAINTENANCE COMMITMENT

- WHEREAS,** the City of Bethel has an opportunity to submit an application to the Alaska Department of Transportation and Public Facilities (ADOT&PF) for the Community Transportation Program to nominate a transportation project, that if funded, will be included in the Statewide Transportation Improvement Program (STIP) 2020-2023 as outlined in ADOT&PF's Community Transportation Program application packet for 2020-2023;
- WHEREAS,** the City of Bethel is participating as an eligible project sponsor in the ADOT&PF Community Transportation Program;
- WHEREAS,** federal monies are available under a Community Transportation Program, administered by ADOT&PF, for the purpose of creating and promoting the planning and development of transportation projects in Alaska;
- WHEREAS,** the City of Bethel acknowledges availability of the required match of no less than 9.03% of total project cost and agrees to contribute **\$175,004**;
- WHEREAS,** after appropriate public input and due consideration, the governing body of the City of Bethel recommends that an application be prepared and submitted to the State of Alaska for the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project in the Bethel Heights Subdivision;
- WHEREAS,** the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project includes the rehabilitation of Akakeek Street, Ptarmigan Street from Lulu Heron building to Delapp Drive, and all of Delapp Drive;
- WHEREAS,** the closure of Tundra Ridge Road in 2008 due to private property issues contributed to the heavy traffic on Ptarmigan, Akakeek, and Delapp Streets;
- WHEREAS,** in the dense housing area of the Bethel Heights Subdivision, a high number of pedestrians and bicyclists share the road with heavy trucks, automobiles, four-wheelers, and snowmachines;
- WHEREAS,** the poor condition of the road increases the risk of injury as users avoid potholes, puddles, flooded areas, and other users;

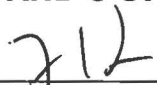
Introduced by: Acting City Manager Howell
Date: May 14, 2019
Action: Passed
Vote: 7-0

WHEREAS, the City of Bethel believes that significant road improvements involving design and construction from the base to the surface will yield tremendous safety benefits;

NOW, THEREFORE, BE IT RESOLVED that:

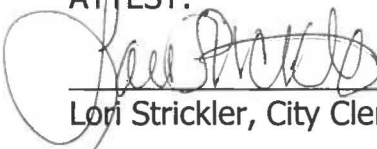
- Section 1. The City of Bethel, as project sponsor, does hereby authorize the City Manager to prepare, sign, and submit an application to the ADOT&PF for Community Transportation Program funds on behalf of the citizens of the City of Bethel.
- Section 2. The City of Bethel hereby assures the ADOT&PF that sufficient funding for the City of Bethel's matching contribution for the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project is available.
- Section 3. The City of Bethel hereby assures the ADOT&PF that the City of Bethel will commit to the following:
- Ownership and management responsibilities of Akakeek Street, Ptarmigan Street and Delapp Street,
 - maintenance and operations responsibilities of Akakeek Street, Ptarmigan Street and Delapp Street, and
 - that sufficient funding for the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project will be available to use over the life of the project.
- Section 4. The Bethel City Council of the City of Bethel supports the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project and agrees, subject to available STIP funding and programming by ADOT&PF, to enter into a memorandum of agreement with the State of Alaska DOT&PF, in accordance with 17 AAC 05.175(I), for the design, construction, transfer, or maintenance of a STIP project pertaining to the Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project.

ENACTED MAY 14, 2019 BY A VOTE OF 7 IN FAVOR AND 0 OPPOSED.



Fred Watson, Mayor

ATTEST:



Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	20-47		
Date action introduced:	September 22, 2020	Introduced by:	Council Member DeWitt
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to begin working on acquiring easements for the connection of a gravel 12' walking trail connecting City Subdivision to the Yukon Kuskokwim Health Corporation and to plan for project execution the summer of 2021 and to engage with other agencies such as AVCP, ONC and YKHC to identify partnership opportunities.

Attachment(s): DOWL Engineering Report, 2015

Amount of fiscal impact:		Account information:
X	No fiscal impact at this time.	
	Funds in City Budget.	
	Requires funding in FY 2021 Budget.	

Around 2013 Administration closed pedestrian access to the boardwalk connecting the University of Alaska and the Yukon Kuskokwim Health Corporation. It was closed off from access because the boards were needing maintained and the pilings were not stable to support the structure. The pilings used to support the structure belong to the Alaska Village Cooperative and stretch across a number of different properties owned by different businesses and agencies. These pilings also support the waste heat line which is located on a utility easement which stretches across properties owned by the University of Alaska, the City of Bethel, YKHC and the Bethel Native Corporation.

Years following the closure, the City secured a land and water conservation fund grant award totaling \$400,000 to construct an alternative walking path adjacent to the easement. At the time of council consideration, the grant awarded approval was not approved by the council.

The Bethel City Council has identified an extension of a walking path from City Subdivision to YKHC to be an organizational priority therefor the administration has denied the next step in executing this priority to be the acquisition of easements to allow for the development of the trail.

DOWL, the City's engineering firm, provided a report in 2015 identifying three options for the development of the trail. City Administration recommends Alternative 3, New Gravel Pathway. The updated cost estimate for this Alternative is \$200 per linear foot range.

The project plan and budget should be completed and presented to the council in time for 2021 summer construction.



MEMORANDUM

To: Muzaffar Lakhani, Public Works Director
City of Bethel

From: Chase A. Nelson, P.E. *CAN*
DOWL

Date: December 11, 2015

Subject: *Revised Technical Memorandum*
Bethel Boardwalk Planning Assistance

The City of Bethel contracted DOWL to provide a planning level assessment of the boardwalk connecting the hospital in Bethel to the Kuskokwim University of Alaska Fairbanks- Campus.

The existing boardwalk is dilapidated to the point the City of Bethel has closed it off to restrict pedestrian access. The existing boardwalk is built on top of driven piles. The piles were installed to elevate and support the waste heat lines from the Alaska Village Electric Corporation power plant.

The existing boardwalk was observed to have the following deficiencies:

- Over time the piles have heaved and settled due to frost movement, resulting in an uneven boardwalk.
- The treated timbers have been weathered, and many are due for replacement.
- The driven piles the waste heat lines were constructed on were not designed for live loads introduced by loads on the boardwalk. This has resulted in substantial horizontal sway when pedestrians use the boardwalk.

Improvements to the existing boardwalk are required for pedestrians to safely use the boardwalk.

DOWL has prepared three (3) planning level estimates to improve the boardwalk. They include repairing the existing boardwalk and two replacement alternatives. The three alternatives are explained below, and the attached figure shows the approximate alignment of the three alternatives. All three of the alternatives assume the following:

- A local contractor would complete construction, which would minimize mobilization costs.
- Only City and State funds will be used for this project, resulting in no need for Davis-Bacon wages.
- No permitting or design efforts are included in the project estimates.
- Construction activities would be conducted using the City of Bethel General Permit for wetlands fill.

Alternative #1 – Replace Existing Boardwalk in Place

This option involves rehabilitating the existing boardwalk in its current location on top of the waste heat line piles. The work would consist of board replacement, leveling, and structural cable tie downs with anchorage for a means to adjust the structural cables. Basic assumptions include the following:

- 50% of the boardwalk lumber will be replaced,
- 50% of the pilings will require leveling,
- 50% of the pilings will require the installation of anchorage (duckbill anchors).

Total estimated cost for Alternative #1 is \$260,000.

Alternative #2 – Construct New At-Grade Boardwalk

This option involves constructing a new 8 ft. wide at-grade boardwalk approximately 125' south of and parallel to the existing elevated boardwalk. This option assumes the following:

- The existing boardwalk will be abandoned, but not removed or salvaged.
- The majority of the proposed at-grade boardwalk would be installed on treated timber cribbing, with a small portion installed on helical piers to cross wet areas.
- The existing boardwalk will be removed, and materials would be disposed of or made available for re-use.

Total estimated cost for Alternative #2 is \$330,000.

Alternative #3 – Construct New Gravel Pathway

This option involves constructing a 12 ft. top width gravel pathway approximately 1,075' in length. This option assumes the following:

- The existing boardwalk will be abandoned, and not removed or salvaged.
- The proposed gravel pathway will be constructed by placement of geotextile fabric directly on tundra, followed by a suitable soil material, and topped with 4" of surface topping. Side slopes of the pathway would be approximately 3H:1V.
- The existing boardwalk will be removed, and materials would be disposed of or made available for re-use.

Total cost for Alternative #3 is \$180,000.



Approximate Alignments

- Alternative 1 (950')
Replace Existing Boardwalk
- Alternative 2 (890')
New At-Grade Boardwalk
- Alternative 3 (1,075')
New Gravel Pathway



NOT TO SCALE

Boardwalk Replacement Planning

Bethel, Alaska



October 16, 2015

Figure 1

City of Bethel Action Memorandum

Action memorandum No.	20-48		
Date action introduced:	September 22, 2020	Introduced by:	Lori Strickler, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Accept and approve the 2020 State Homeland Security Program Grant Award in the amount of \$255,783.50 and direct the Acting City Manager to sign the related grant agreement.

Attachment(s): (1) 2020 State Homeland Security Program (SHSP) Grant Jurisdiction Total Allocations.

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$49,141	Positive impact on City Capital Assets	TBD
	Funds in City FY 2020 Budget.	

Summary Statement

The City of Bethel applied for the 2020 State Homeland Security Program and was awarded a grant in the amount of \$255,783.50 to cover costs associated with four projects: 1) police body cameras and server (\$127,174.50), 2) rescue extrication tools (\$32,904), 3) crime scene laser scanner (\$60,705), and 4) Emergency Operations Plan Update (\$35,000).

Grant award letters with Project Budget Details (PBDs) will be emailed to award recipients by October 15, 2020. To execute the grant, the City must sign the grant agreement, have a programmatic and financial representative attend a virtual Grant Kick-off Meeting, and complete a quarterly activity plan. The award performance period start date for subrecipients will be October 1, 2020 with a two-year completion time frame.

**2020 State Homeland Security Program (SHSP) Grant
Jurisdiction Total Allocations**

Jurisdiction	Funding
Alaska Criminal Intelligence Center	\$214,375.00
Anchorage, Municipality of	\$289,194.95
Bethel, City of	\$255,783.50
Cordova, City of	\$99,835.42
Craig, City of	\$87,950.00
Dental Junction, City of	\$13,270.41
DHS&EM Statewide Activities	\$200,000.00
Division of Elections	\$150,000.00
Fairbanks North Star Borough	\$255,915.00
Fairbanks, City of	\$89,000.00
Haines Borough	\$51,500.00
Homer, City of	\$65,658.00
Juneau, City and Borough of	\$415,000.00
Kenai Peninsula Borough	\$221,493.00
Kenai, City of	\$15,000.00
Ketchikan, City of	\$214,750.00
Kodiak, City of	\$128,000.00
Matanuska Susitna Borough	\$56,500.00
Nome, City of	\$46,176.00
North Pole, City of	\$74,983.91
Saint Paul, City of	\$24,000.00
Sitka, City and Borough of	\$50,000.00
Wrangell, City and Borough of	\$411,614.81
Total Allocations	\$3,430,000.00

City of Bethel Informative Memorandum

Information Memorandum No.	20-13		
Date action introduced:	September 22, 2020	Introduced by:	Council Member DeWitt

Information Topic: City of Bethel Organizational Retreat Priorities

The City of Bethel met on June 18 to discuss, current city projects as well as future organizational goals and priorities. These goals and priorities range from short term operational, long term operational and capital improvements.

As the departments continue to work through action plans and strategic implementation of these priorities, updates to the organizational goals will be provided.

City of Bethel Organizational Goals

Operational Short Term

Employee Morale and Retention	
GOAL	POSSIBLE ACTIONS
Decrease personnel turnover Improve desirability to work for the City Establish an Inclusive wage package Revamping management pay scales Education program for staff	• Conduct a salary and classification Study (x2) • Send out employee surveys • Initiate onboarding policy, training and exit interviews • Improve training opportunities • Implement tuition assistance program
Status: Salary and Classification Study Request for Proposal released.	

Stabilizing the Finance Department	
GOAL	ACTIONS
Hire a qualified Finance Director Hire a qualified Assistant Finance Director	Hire contracting firm to provide operations support
Status: Contracting firm hired to provide operational support. Contracted recruitment firm to help recruit for Finance Director.	

Creating a Five Year Plan.	
GOAL	ACTIONS
Establishing organizational management activities and goals	Identify action plan, timeline and costs associated with the goals and priorities
Status: The organization met to establish short term and long term goals for the organization.	

Long Term Financial Planning	
GOAL	ACTIONS
Establish a vehicle and equipment replacement plan. Establish a capital improvement plan. Identify options for diverse revenue sources.	• Create a list of our current vehicles and equipment and the expected life of the items • Create a list of current city facilities • Create a list of identified capital improvement

	needs • Identify the financial costs for replacement of or the development of the above listed items • Create a timeline for responsible distribution of funds to account for the above listed items
Status: X	

Records Management	
GOAL	ACTIONS
Update records retention program. Improve consistency in file and document management. Reduce retrieval time of documents. Improve understanding of the retention program.	• Coordinate with staff to make updates to the records retention schedule to ensure archival and retrieval is efficient • Standardize saved file processes to create uniform archiving and retrieval • Implementation and management of annual city-wide records cleanup • Conduct annual audits of department documents to ensure the standards are being carried through • Encourage administrative staff to maintain the city website with information that is consistent, timely, and accurate to allow public access to records outside of the request process
Status: The City Clerk's Office is actively working on an action plan to meet this goal by mid-2021.	

New Forms of Revenue for YK Fitness Center	
GOAL	ACTIONS
Reduce the dependability of the operation to the fund.	• Sugar Sweetened Beverage Ordinance (Drafted) • Program Expansion • Membership Expansion
Status: Sugar sweetened beverage ordinance drafted.	

Policy and Procedures	
GOAL	ACTIONS
Centralize policies into a city-wide policy and procedure manual.	• Consolidate current policies and procedures for review • Establish a policy procedure
Status: Attorney request all policies be submitted to her for review.	

Diversity, Equity and Inclusion	
GOAL	ACTIONS
Establish equality and diversity goals and visions for the organization.	• Compile data on the organizations current demographics through survey • Analyze the data to identify needs and areas of concern. • Address policies or practices affecting DE&I • Identify how DE&I can support the organization's objectives ie by having a more

	diverse workforce we are responding to our community needs in a more diverse and responsive way • Implement initiatives to effectuate the goals outlined in the organization's objectives
Status: X	

Improve Committee and Commission Interaction and Participation	
GOAL	ACTIONS
	• Increase administrative support to the committees and commission • Continue to hold annual trainings for Ex Officio members but require participation • Create an Ex Officio Guide • Council engage the committees/commissions with annual tasks
Status: The City Clerk's Office initiated development of the Ex Officio Guide.	

Improve Public Communications and Engagement	
GOAL	ACTIONS
Create a communication's policy. Establish a newsletter.	Departments to submit monthly reports to City Manager on public outreach information.
Status: The City Clerk's Office has increased community outreach through social media. The City Clerk's Office is working with Administration to identify weekly/monthly public outreach topics.	

Operational Long Term

Improve Housing Availability	
GOAL	ACTIONS
	• Receive a report from the planning department on approved but undeveloped properties. • Start initiating leans on blight properties to encourage people to sell vacant houses/land. • Open up the center of town.
Status: NA	

Decrease Public Nuisance Properties and Junk Vehicles	
GOAL	ACTIONS
	• Reduced costs to customer for vehicle preparation • Establish a City hauling program to have junk vh. removed • Refer to Planning Commission-rank nuisance properties and determine corrective actions
Status: Council authorized the collection of junk vehicles and waved the liquid/battery removal costs and the	

limitation on the vehicles disposed at the landfill for a period of 60 days.
--

Improve Public Services For Everyone– Strategic Planning in Progress	
GOAL	ACTIONS

Capital Improvement

Boardwalk/Walking Path Connection Between the University and the Hospital	
GOAL	ACTIONS
Status: The City Clerk’s Office has reached out to appropriate department heads to identify feasibility of the development of the boardwalk.	

Extending Piped Services Throughout the Community– Strategic Planning in Progress	
GOAL	ACTIONS

Improving Water and Sewer Services, Capacity and Costs– Strategic Planning in Progress	
GOAL	ACTIONS

Opening Up/Development of City Property in the City Center – Strategic Planning in Progress	
GOAL	ACTIONS

City of Bethel Information Memorandum

Information Memo No.	20-14		
Date introduced:	9/22/20	Introduced by:	Lori Strickler, Acting City Manager
Amended actions:			
Confirmed by:			

Title: Emergency Procurement of Cleaning and Sanitation Services

Towards the beginning of September 2020, Police Chief Richard Simmons expressed an interest to put out an official request for bids document soliciting qualified companies or individuals for cleaning and sanitation services at our two public safety buildings, the Police and Fire departments. It was his hope that this service could be paid for with CARES Act funding.

Normally, in-house staff would be going through the trouble of constantly wiping down surfaces to help protect and mitigate any possible COVID-19 spread or contamination, but lately neither department has the time to keep this up. As an alternative, the City would reach out for any interested local contractors that could provide this service for the two departments.

The Police and Fire departments are definite critical infrastructure for City operations and it is important we take measures to keep all staff within these departments as healthy as possible. The problem is that the formal bidding process will span the length of at least two months and it is a very real possibility that CARES Act funding could be gone after December 31, 2020. As we do not have the time to wait for the formal procedures and do not want to leave our public safety employees at risk for the months we would be waiting, Acting City Manager Lori Strickler has waived formal procurement procedures for these cleaning and sanitation services. She has directed the purchasing agent to work with the two departments to request quotes from interested local contractors under the order of emergency procurement.

The contractor with the best value to the City that can also satisfy the background check requirements for access into these two sites shall be awarded a temporary contract that will persist until December 31, 2020.

Two provisions per the BMC allot the City Manager this power:

1. BMC 4.20.150 States:

“Waiver of formal bidding procedures.

The city manager may waive, in writing, some of the formal bidding procedures of this chapter when there is not sufficient time to comply with the waived requirements, or the best interests of the city will be served by such action.

Following such waiver, the city manager shall submit a written report to the council clearly outlining all waivers made. Such written report shall be included in the next available council packet following the waiver. [Ord. 14-27 § 4.]”

2. BMC 4.20.180 States:

“Emergency procurements.

The city may award a contract for supplies, services or professional services or construction without competition, formal advertising or other formal procedure where the city manager determines, in writing, that an emergency threatening the public health, safety or welfare of the city requires that the contract be awarded without delay. A report on such emergency procurement shall be made to the city council no later than the second regular meeting following the decision to award the contract.

For purposes of this section, an “emergency” is defined as the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property, or shortage of food, water, or fuel resulting from:

A. An incident such as a storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, avalanche, snowstorm, prolonged extreme cold, drought, fire, flood, epidemic, explosion or riot;

B. The release of oil or a hazardous substance if the release requires prompt action to avert environmental danger or mitigate environmental damage;

C. Equipment failure if the failure is not a predictably frequent or recurring event or preventable by adequate equipment maintenance or operation;

D. Enemy or terrorist attack or a credible threat of imminent enemy or terrorist attack in or against the state that the Adjutant General of the Department of Military and Veterans Affairs or a designee of the Adjutant General, in consultation with the Commissioner of Public Safety or a designee of the Commissioner of Public Safety, certifies to the Governor has a high probability of occurring in the near future (the certification must meet the standards set out in AS 26.20.200); or

E. An outbreak of disease or a credible threat of an imminent outbreak of disease that the Commissioner of Health and Social Services or a designee of the Commissioner of Health and Social Services certifies to the Governor has a high probability of occurring in the near future. The certification must be based on specific information received from local, state, federal or international agency or other source that the Commissioner or the designee determines is reliable. [Ord.14-27§4.]”

It is the Acting City Manager’s intention that the City will pursue our formal request-for-bids procedure some time in November 2020 to line up an official contract that will secure these sanitation services from January 2020 until the end of the fiscal year. If CARES Act funding exists beyond December 31, 2020, the City will continue to use it for these services. If not, the City will work out a budget mod to cover the expenses.

Per normal procurement procedures, the request for bids must be out for a minimum of twenty-one (21) days. Following that, if there is a clear winner, the City must then wait for Council approval to negotiate and execute a contract pending a successful lapse of the protest period and a mutual agreement between the City and the contractor on the professional services contract. This might add another week or two to the process.

Once the contractor is awarded the contract, they then have to have all of their employees submit to a background check to gain escorted access into the Police and Fire departments. For unescorted access at the Police department, all contractor employees must also receive criminal justice information (CJI)

clearance by submitting a form and fingerprints to the State of Alaska after which they must also take and pass a CJI test. This entire process can take anywhere from two to five weeks.

If the City were to follow normal procurement procedures for these sanitation services, the City would miss out on several months of CARES Act funding before it is likely gone and would put its public safety staff at unnecessary risk during the waiting period.

City of Bethel, Alaska

City Clerk's Office- CITY MANAGER'S REPORT

City of Bethel Emergency Operations Center

On August 28th, I sent emails out to the Bethel Family Clinic, Public Health Nursing and YKHC to see what, if any, support they may need from the City.

The Emergency Operations Priority Update:

- Taxicab Voucher Program. No Movement
- Airport Incentive Program. Staffing issues for all week incentive handout.
- Quarantine options for Bethel residents that are close contacts and COVID-19 positive.
 - We have set up a third party payment system with four hotels to allow Bethel residents that have COVID-19 positives and close contacts to quarantine without late night arrangements by the City staff. The patient will call and set up their own room and we will be billed. There are checks and balances in place for this process that satisfy our accounting consultant, Carmen Jackson, CPA.
- Payment of quarantine rooms for COVID-19 as requested by YKHC.
 - In an effort to support YKHC's request to pay for all quarantine patients in Bethel, not only Bethel residents, I have sent a request to the State to see if the City can enter into an agreement to get reimbursed for these expenses. A response has not been obtained.
- Testing opportunities for homeless population. We responded to an email from the Bethel Covenant Church and Bethel Winter House regarding coordinating the testing of their clients when they open.
- Ensure our budgeting and financial management is defensible.
 - I am told all of the expenses from the Excel spreadsheet have been applied to the City's accounting software and will be treated in the same way as other grants received by the City.
- Ensure our supplies are document and managed appropriately.
 - We have reformatted the way we are tracking our supplies of PPE for City staff and the public to ensure those needs are met efficiently. We would like to hold a mask distribution event once we get our mask supply replenished to help promote the Council's mask mandate.
- Meal distribution to quarantine patients.
 - As requested by YKHC, we have initiated a delivery program coordinated by nonprofit organizations in town. Each nonprofit will have an opportunity to sign up for one week of delivery; Sunday through Saturday; three times a day for \$120 per delivery. We focused on nonprofits for this initial rollout to help increase their opportunity for fundraising, as many of them have been significantly impacted by COVID-19. We anticipate being able to kick off this project on the 28th of September.
- We are working on an organization chart for the EOC to pare down the staffing to direct operations. We have found that having more people involved with the EOC creates more work and reduced efficiencies for the City Manager and the EOC Director. By combining duties, operating with fewer people, and having a less formal structure to work under, the EOC will be able to reduce task tracking and reduce the wide oversight required to manage them.

COVID-19

Water and Sewer Utilities

Working with ONC to identify ways to help cover some of the deficits the City has seen in the utility accounts.

Requested reports from the Finance Department showing delinquencies within each month since January. I will use this information to evaluate the patterns of delinquencies in the utility accounts to see if some of the overdue accounts can be associated with the pandemic and covered by the City's CARES Funds.

Requested a list of properties that are not signed up for service to see if the lack of service can be corrected by the use of the CARES funds.

Small Business Recovery Grant Program

Working through Bethel Small Business Grant applications for those that didn't qualify and have appealed and for those that have an opportunity to cure. We are extending the timeline to correct the tax and business licensing issued, as there have been delays within the finance department in their review of each business.

Testing and Mask Mandates

Mandates- Pushing public notices of mandates on KYUK.

Print material is expected to be in Bethel this week.

Alaska Airlines has notices of the testing mandate at their gate in Anchorage and when the land in Bethel. Working through a few requests with YKHC to Alaska Airlines to obtain confidential flight load information and a request to move the table to a more visible location.

Chief Simmons and I sat in on Coffee Talk with Dr. Hodges last week to discuss the mandates.

Teleworking

We have implemented teleworking for many of the finance department and other admin support staff in an effort to help protect our workforce. Staff will receive a stipend of \$60 for internet subsidy and \$20 if they are using their personal phone for work.

Finance Department Stabilization

The Timekeeping Module is scheduled to start its set up this week. This is an electronic way to manage employees' time and attendance and is expected to eventually significantly reduce the amount of time the City takes to process payroll. This is a feature that we already have, but have not utilized. The only charge will be the support we need to initiate the set up.

Express Bill Pay over the phone payment through voice recognition or by operator. This is another feature we have available to us but hasn't been set up. There will be a \$.95 charge per call made with this; however, this is expected to significantly reduce the call volume to the City's finance department.

Staff have been asked to develop task outlines to allow us to create a procedure manual. This will help when there is turnover in the department to prevent staff from relying on senior staff in the need for extensive hands on training. Once this is completed, it is suggested the task lists be reviewed by an accountant to ensure the process is efficient and meets accounting standards.

Staff has been directed to take advantage of our free training with our contractors, Caselle and Express Bill Pay.

Contractors are unable to come to Bethel until October 3rd but will continue to provide remote support to staff.

We are in the process of arranging an interview with a Finance Director applicant for the week of September 14th.

The Department really needs to invest in someone creating a procedure manual for each job task. This would help improve employee transitions and support new personnel onboarding into the Department. It would also help reduce the one on one training needed for new staff and cross training.

City of Bethel Review of Finance Operations

This review was initiated on August 31st. As this is a sensitive issue, I set up interviews with each of the staff members and former members with our contractor. Additionally, I am working very closely with the HR Director and the Acting Finance Director to compile the list of documents the contractors need to facilitate this review.

Classification and Compensation Study

The City received 11 proposals in response to our Classification and Compensation Request for Proposal. I am working through the 11 proposals and on September 28th will evaluate the individual scores with the review board and prepare an Action Memorandum for the Council to approve the agreement on October 13th.

City Grants

The City of Bethel grant processing continues to be a concern. We are unable to move the Grant Manager back to grants in part or in full until we have staff support at the management level. The plan to have the contractors fill this role is pushed back until October 3rd.

Remote Sellers Sales Tax

On September 1st, the City initiated the Remote Sellers Sales Tax collection. The Finance Department is working through some final report setup issues with the Alaska Municipal League Sales Tax Program for the City's acceptance of the funds collected. The tax is being collected and will be transferred to the City once the system is set up on our end.

Bethel COVID-19 Individual Assistance Program Report

Dates Reported: 8/1/2020 - 9/14/2020

Individuals served: 161

Households served: 43

Funds Spent: \$85,278.11 as of 9/14/2020

Categories of Assistance:

Rent/Mortgage: 37

Groceries: 24

Water/Sewer: 19

Electric: 19

Fuel Oil: 10

Internet/Phone: 22

Insurance: 10

Other: 5 Auto Loans, 1 Child Care Expense, 2 Other Loans, 1 Medical Bill, 2

Hardware/Equipment

How are people typically accessing the applications? (Fax, Drop-Off, Web Application, etc)

All of the above.

Please describe most frequent requests for assistance:

Rent/Mortgage

Any trends related to requests? For example, are they mostly people who have to miss work due to quarantine?

Most missed work due to quarantine

Stories/quotes/description of impact:

Many people request assistance and talk about how difficult it is to ask for help. Over the phone individuals are breaking down and crying over their challenges during these times and find comfort when we help them. When it's all said and done they're so grateful that they tell me that they wish to hug me but they can not due to social distancing. It's such a relief when the process is over and a wonderful experience to see the weight lifted off of our recipients shoulders.

Any specific successes? Challenges? Anything you've realized/learned/wish you could change/would recommend to others implementing this program or to the COB if there are future program opportunities:

A challenge I come across often is when I have to inform an individual that they do not qualify for this assistance program. It's not fun being the bearer of bad news.

Many successes I have is when individuals are confused by the paperwork and I helped them understand it better.

What I recommend to others implementing this type of program is to be patient, tentative and understanding. The work can be tedious but it makes a great impact in so many homes. The benefit it has is vast ranging from helping an individual to supporting the whole town economy.

Typical turnaround time for a request?

1-3 days

What do you wish we had asked on this report or want to share?

N/A

As we move into the Fall and COVID-19 continues to be a safety concern we continue to conduct regular reviews of safety recommendations from the CDC, Alaska DHSS, and YKHC and maintain or update facility policies accordingly. Current policies are listed below and are updated as needed to assure facility safety for our community. Updates can be found on our website at ykfitness.org.

Thank you for wearing your face mask!



Mask required for everyone age 2yrs+.

- Fitness Rooms
- Cycles
- Locker Rooms
- Pool deck



YK Fitness Center COVID- 19 Guidelines

We greatly appreciate your help in assuring our facility a clean and safe environment for all by following these safety protocols. We understand these policies pose some challenges, but our goal is to keep everyone safe and we appreciate your understanding and assistance.



If you experience any COVID-19 related symptoms contact the YKHC COVID-19 hotline at 543-6949.



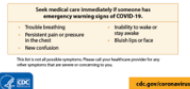
Health: If you are feeling sick, please wait until you feel better before visiting.

Symptoms of Coronavirus (COVID-19)

Know the symptoms of COVID-19, which can include the following:



Symptoms can range from mild to severe illness, and appear 2-14 days after you are exposed to the virus that causes COVID-19.



Travel: If you have traveled please complete testing/ quarantine before visiting.

- If you traveled **inside Alaska**: test when returning to Bethel and isolate until you receive negative test results.
- If you traveled **outside Alaska** follow Alaska state guidelines <https://covid19.alaska.gov/travelers/>

Exposure: If you have been in close contact with someone who tested positive for COVID-19, please do not visit the facility. Follow directions given by health workers/contact tracers.

Positive Test: If you test positive for the COVID-19 virus, please do not visit the facility until after quarantining for at least 14 days from the time your test was taken. If you are symptom free after 14 days you may visit the facility. If you experience any COVID-19 related

symptoms contact the YKHC COVID-19 hotline at 543-6949. Please do not visit the facility until at least 10 days after symptom onset and at least 48 hours after being free of all symptoms.

Checkin Procedure: At check-in, patrons and staff must sign a facility use waiver, confirm that they are symptom free, and provide contact information.

Mask and Social Distancing Guidelines

Mask: A face mask will be required for ALL ACTIVITIES except showering or swimming. This includes checking in, exercising, changing in locker rooms, and walking on the pool deck. Children under the age of 2 years are exempt.



Page 1 of 2

Updated 9/10/20



YK Fitness Center COVID- 19 Guidelines

Distance: All patrons will be expected to follow social distancing guidelines.

- **6 Feet:** In common areas such as the pool deck and locker rooms, please stay 6 FEET from others.
- **10 Feet:** While exercising and in exercise spaces please stay 10 FEET from others.

Capacity Limits: To assure there is adequate space to allow for social distancing we will be enforcing capacity limits on each of our spaces. Please note that these limitations have been put in place to help keep you healthy and safe and we appreciate your assistance in maintaining healthy capacities for our spaces. If capacity limits are exceeded a reservation system will be implemented.

- Concessions & Lobby Area: 20
- Cardio/Weight Room: 14
- Studio: 14
- Pool and Pool Deck: 45
- Spa: 6
- Men's & Women's Locker Rooms: 12
- Men's & Women's Bathrooms: 4

Sanitation

Please wash your hands before participating in activities.

Our staff work throughout the day to maintain a high level of sanitation throughout the facility. We have also provided sanitizing wipes throughout the facility for patron's use. Please use these wipes to clean any item or surface that you have touched. These wipes contain a high-level sanitizer, do not use wipes on your face and do not place wipes in your mouth. Be sure to wash your hands before eating.

Shower Curtains: As a compromise between users with modesty concerns and users with contact concerns we have replaced most of the shower curtains, but will continue to have at least one stall without a curtain available for use by anyone concerns about this high contact item. Shower curtains are removed and washed daily.

Memberships

Memberships: All memberships were re-activated effective 5/9/20 and 2 additional days were added to the days remaining on the membership as of 3/18/20. For example, if your membership had 5 days remaining as of 3/18 when we closed, you had 7 days remaining as of 5/9/20 when we re-opened. If you have any questions or concerns, please contact us at ykfc@cityofbethel.net.

After Your Visit

We realize that your time at our facility is only part of your day, if you test positive or learn that you were exposed to someone who has tested positive for CoVID-19 please be sure to include the YK Fitness Center in your contact tracing report to medical staff and feel free to contact Stacey at Stacey.reardon@ykfc.com to let us know the dates you were at the facility so we can help assure all staff and visitors you may have contacted self-isolate and get tested.

We appreciate your understanding and support.

Page 2 of 2

Updated 9/10/20

Schedule, Events and Programs

Visit ykfitness.org for the most up to date schedules and information

The Fitness Center continues to be open from 5:30am-9:00pm on weekdays and from 2pm-9pm on weekends.

Group fitness classes continue to be the only regularly scheduled programming though we are reviewing the feasibility of adding additional programs.

Lifeguard certification course is scheduled for September to help boost staffing. Warren Polk will be teaching a new instructional class that has been modified to meet COVID-19 safety precautions.

Class Descriptions

Born to April 1970. This instructor has a background in yoga, Pilates, and more recent years body with an emphasis on defining your shape and legs by using small, controlled movements, core strength and high repetitions, you can develop a strong, long and lean physique. The focus is a core strength workout combined with dance, yoga and high leg resistance training and all low impact. With lower focus on high leg resistance training, light weight training, high leg resistance training, and core strength, you will build strength, endurance, and core strength. This class is a great way to get a complete workout and the impact of running or jumping. Beginner to advanced levels.

Beginning 40 minute class is a full body workout. This class is designed to give participants an overall workout to high intensity to burn calories, building a good core, and a full body workout. This class is designed to give participants an overall workout to high intensity to burn calories, building a good core, and a full body workout. This class is designed to give participants an overall workout to high intensity to burn calories, building a good core, and a full body workout.

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Class	Schedule	Class Capacity
Anti-Gravity Yoga	Monday at 6:00 AM With Karen 10, 6:15, 6:30, 6:45	NFC = 10
Cycling	Wednesday at 5:00 PM With Karen 10, 5:15, 5:30, 5:45	NFC = 10
Indoor Bouldering	Thursday at 6:00 AM With Karen 10, 6:15, 6:30, 6:45	NFC = 10
Week End Wind Down	Friday at 7:00 PM With Karen 10, 7:15, 7:30, 7:45	NFC = 10

Classes are First Come First Served. Drop-in or use a Fitness Class Pass.

Drop in Rate: \$10 Non-Member or \$5 Member

Visit ykfitness.org or call 543-6949 for more information or to purchase your Fitness Class Pass.

Week End Wind Down: The Week End Wind Down is a 40 minute class that focuses on stretching for the total body and concludes with a relaxation segment. This class is a great way to get a complete workout and the impact of running or jumping. Beginner to advanced levels.

Become a Certified Lifeguard

Lifeguard training will be offered as a blended learning program with a combination of online training and in person classes. Participants will need computer and Internet access to participate in required online training.

In addition to the online content there will be swim skill requirements, in water skills tests and land skills tests. In person classes will meet **Tuesday-Friday, Sept 1-4th, 10am-5pm**. Candidates must be able to attend all classes.

Important dates:

- **NOW** start practicing your swim skills
- **August 26th:** Complete Registration
- **Aug 31st:** Complete Online training and manual review
- **Sept 1st:** Begin in person training

Get certified and get a job!

This certification is offered with the support of the American Red Cross Centennial program

3Ts with Warren

Develop balance, coordination, and flow to improve performance in a variety of sports, develop skills for self-defense, make daily living tasks easier, and increase overall wellbeing. Masks and Social Distancing required.

NEW Start Dates Sept 20th – Oct 31st.

Youth: Age 7-15, 4:30-5:30pm Tues or Sats

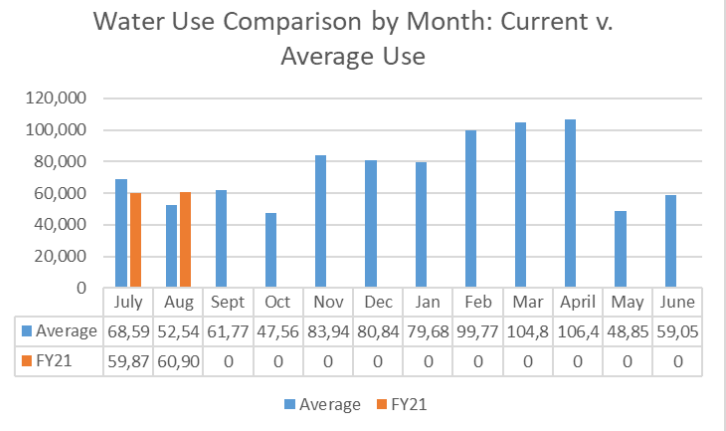
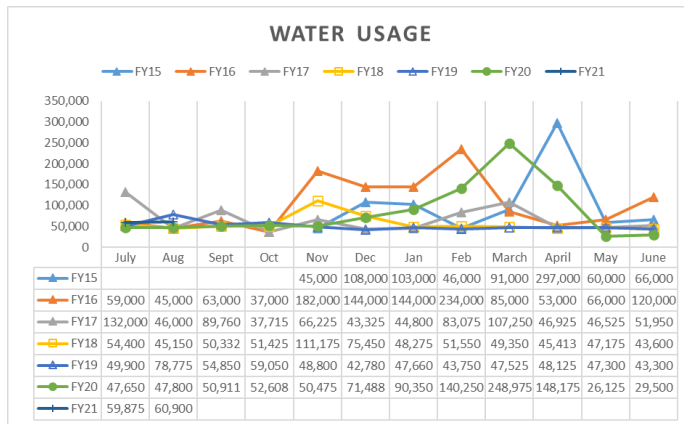
Adult: Age 16+, 5:30-6:30pm Thurs or Sats

Register today ykfitness.org/instructional or call 543-0390.

Participants may register for one class or both but may only attend the day registered for.

Water

Water use for August is slightly over average as we drained and cleaned the spa during August.



*Note: Facility opened in November of 2014 (FY15). Starting during maintenance closure in Dec 2019/Jan 2020 hot water has been used to keep pipes from freezing resulting in higher than normal usage. Water was turned off in late March once outside temps were consistently above freezing temperatures.

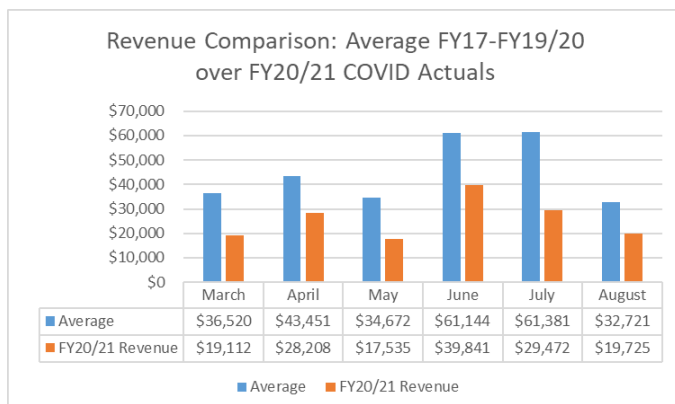
Revenue

Code	Facility Revenue	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total	FY20 Budgeted	%attained
414	Memberships	\$11,442	\$4,193											\$15,634	\$350,000	4.47%
430	Pro Shop	\$4,489	\$2,920											\$7,409	\$44,982	16.47%
435	Concessions	\$5,124	\$3,410											\$8,534	\$70,092	12.18%
460	Entry Fees	\$5,994	\$8,332											\$14,326	\$100,000	14.33%
463	Facility Rental	\$2,264	\$554											\$2,818	\$44,600	6.32%
465	Program Fees	\$160	\$316											\$476	\$85,817	0.55%
Misc														\$0	\$0	
Facility Revenue Total		\$29,472	\$19,725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,197	\$695,491	7.07%

As of January 2020, we were on target to meet or exceed FY19 revenue totals, but the combination of the Dec/Jan closure due to mechanical issues and the closures and ongoing restrictions due to CoVID-19 concerns have limited revenue opportunities.

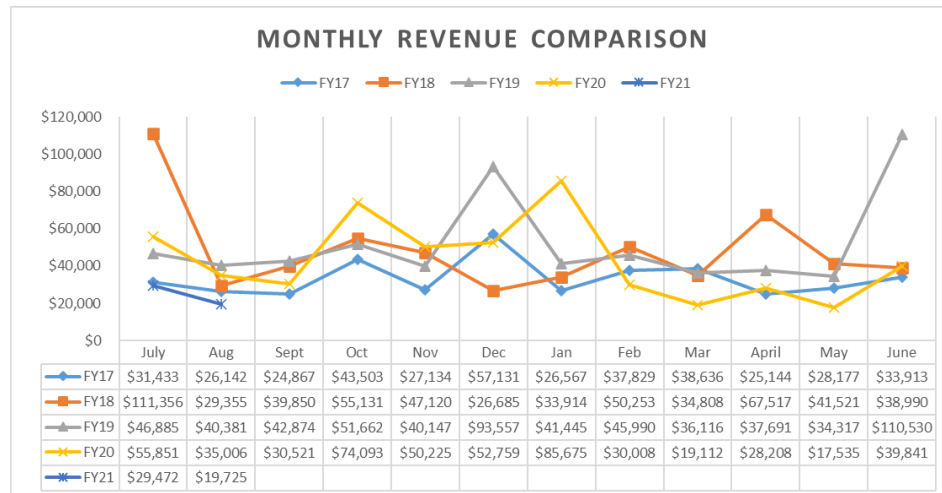
Comparing monthly revenue totals with average monthly revenue over the past 3 years, CoVID-19 related closures and restrictions have resulted in an approximate revenue loss of \$115,996 to date.

COVID-19 Comparisons	March	April	May	June	July	August	Total
Average	\$36,520	\$43,451	\$34,672	\$61,144	\$61,381	\$32,721	
FY20/21 Revenue	\$19,112	\$28,208	\$17,535	\$39,841	\$29,472	\$19,725	
COVID-19 Deficit	\$17,409	\$15,242	\$17,136	\$21,303	\$31,909	\$12,996	\$115,996

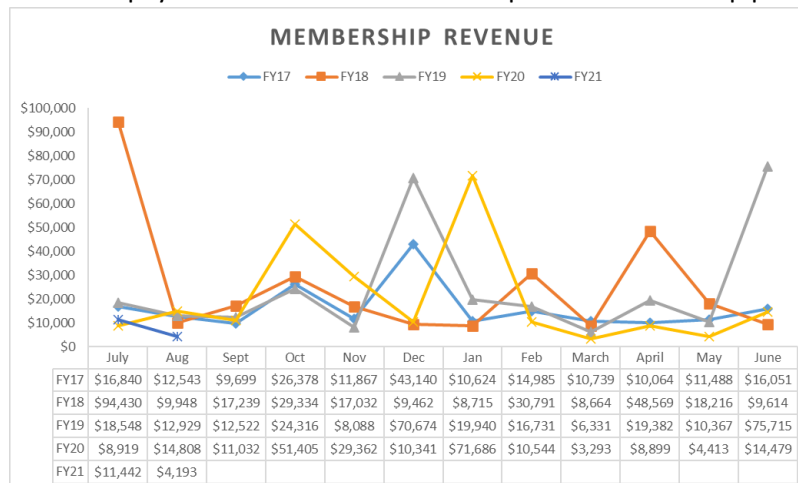


Revenue Comparisons: Monthly Totals

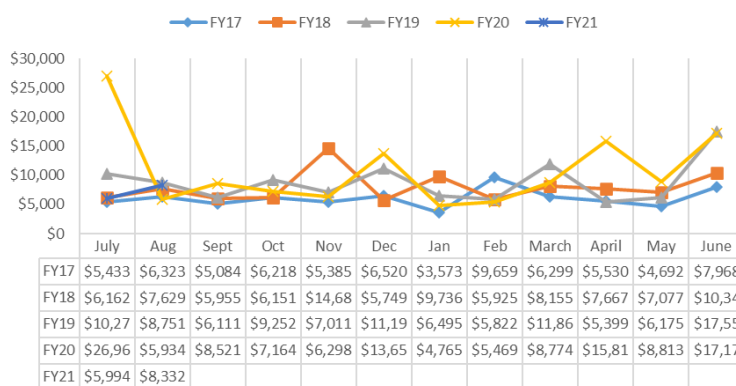
While August tends overall to be our lowest grossing month, revenue this month showed the continued impact of COVID-19 across all revenue categories.



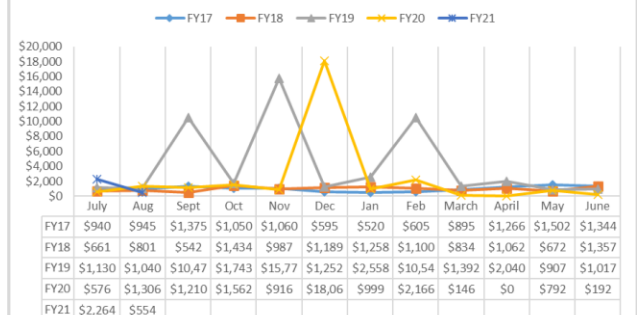
Revenue Comparisons by line Item: Sharp variations in revenue for memberships, daily entry and rentals are due primarily to inconsistencies in when payments are received from corporate membership partners.



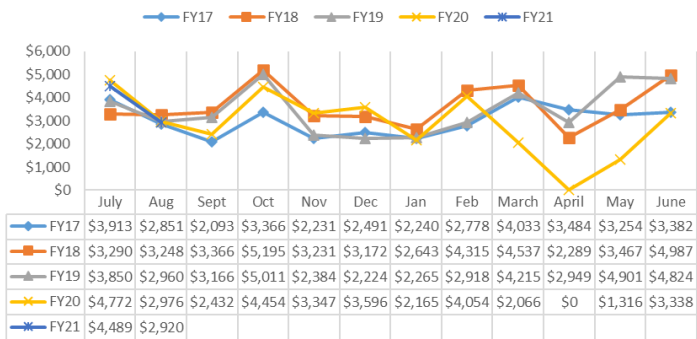
DAILY ENTRY FEES



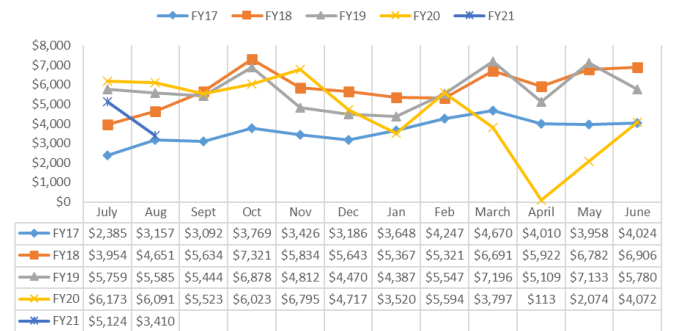
FACILITY RENTALS



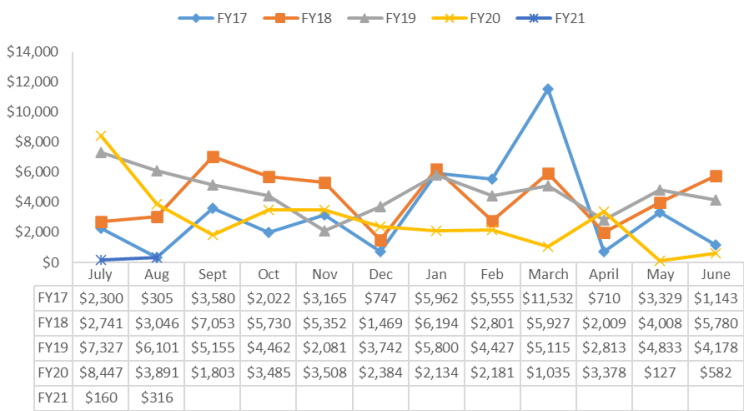
PRO SHOP REVENUE



CONCESSIONS REVENUE



PROGRAMS REVENUE

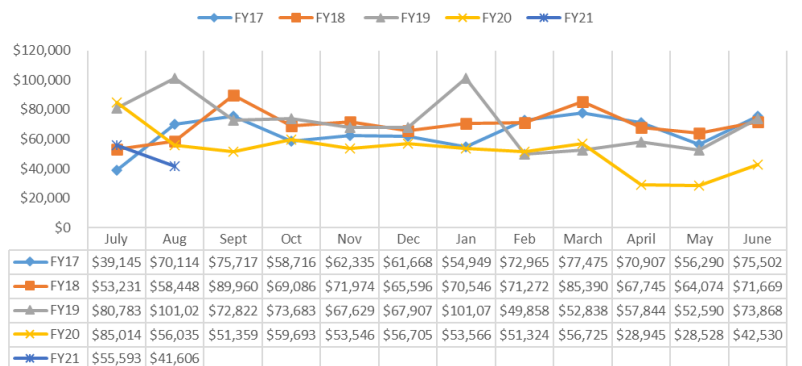


Variations in Program Revenue reflect registration periods that run across 6-8 week sessions as well as the variability of instructor schedules. Program offerings have been severely limited by safety concerns during COVID-19 with our only offerings being a small number of group fitness classes.

FY21 Expenses

Expenses	Jul-20	Aug-20	Total	Budgeted	% used
Wages	\$40,277	\$27,276	\$67,553	\$671,142	10.07%
Benefits	\$8,835	\$5,853	\$14,688	\$147,256	9.97%
520 Housing	\$1,545	\$1,545	\$3,090	\$43,822	7.05%
545 Travel/Training	\$0	\$0	\$0	\$3,000	0.00%
561 Supplies	\$2,983	\$4,356	\$7,340	\$101,671	7.22%
563 Wearing Apparel				\$2,731	
580 Boiler	\$0	\$0	\$0	\$6,000	0.00%
661 Vehicle Maintenance/Repair	\$0	\$0	\$0	\$250	0.00%
663 Janitorial Supplies/Services	\$39	\$707	\$746	\$20,400	3.65%
668 Software Licenses	\$717	\$214	\$931	\$8,146	11.43%
669 Other Purchased Services	\$0	\$0	\$0	#DIV/0!	
683 Minor Equipment	\$0	\$665	\$665	\$21,000	3.17%
684 Donations and Awards	\$0	\$0	\$0	\$500	0.00%
724 Dues/Subscriptions	\$186	\$186	\$371	\$2,100	17.67%
727 Advertising	\$64	\$0	\$64	\$8,000	0.80%
733 Postage	\$0	\$0	\$0	\$200	0.00%
736 Bank Charges	\$947	\$728	\$1,675	\$15,377	10.89%
790 Allowance for Special Events	\$0	\$0	\$0	\$850	0.00%
799 Miscellaneous	\$0	\$78	\$78	\$12,150	0.64%
TOTAL	\$55,593	\$41,606	\$97,200	\$1,064,595	9.13%

COMPARISON OF MONTHLY EXPENSES



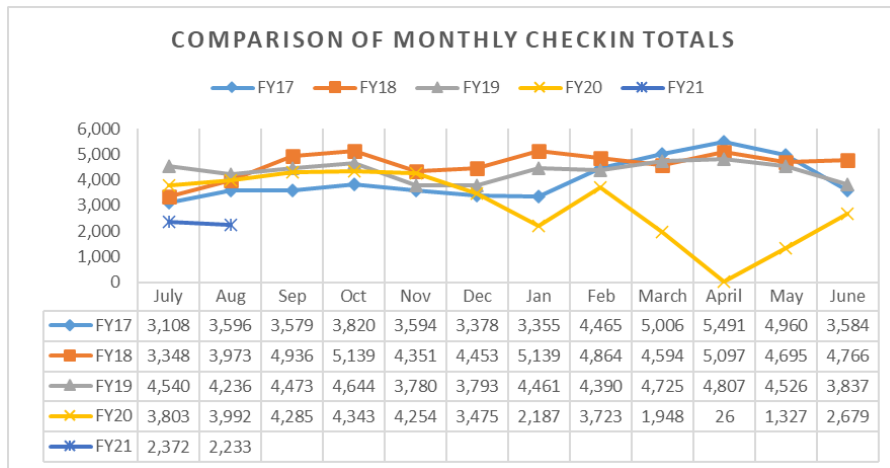
We have actively worked to keep expenses low through this time of reduced revenue due to CoVID-19 while still making seasonal purchases that are dependant on barge service. 3 pay periods fell during the July 2020 reporting period rather than the more frequent 2 pay periods.

Expense totals do not include purchases for the building that have been made by City of Bethel Property Maintenance.

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-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Member Checkins	1,179	1,208											2,387
Daily Admissions	1,130	946											2,076
Rentals	20	7											27
Fitness Programming	41	71											112
Aquatics Programming	2	1											3
Youth Programs	0	0											0
Monthly Totals	2,372	2,233	0	0	0	0	0	0	0	0	0	0	4,605



Concerns about COVID-19 began impacting facility utilization in late February 2020 and into the facility closure which started by Governor mandate at 5pm March 18th. The facility reopened on May 9th at limited capacity and continues to be open with COVID-19 safety protocols in place. Patrons and staff continue to express concerns about using the facility and August utilization was approximately 57% of average with program offerings/participation being the most heavily impacted. As COVID-19 cases rise in the area we anticipate a continued downward trend.

Checkin Comparisons	March	April	May	June	July	August
Average	4,775	5,132	4,727	4,062	3,700	3,949
FY20/21	1,948	26	1,327	2,679	2,372	2,233
%	41%	1%	28%	66%	64%	57%

City of Bethel, Alaska

City Clerk's Office

Council Meetings

September 18, Special City Council Meeting

September 21, Special City Council Meeting

September 22, Regular City Council Meeting

October 13, Regular City Council Meeting

October 19, Special City Council Meeting

Elections

The Office has been working to finalize documents, forms, transport bags and supplies for the October 6th Election.

We have finalized and election official list in coordination with the State of Alaska Division of Elections.

Tested the ballot tabulator.

Updated the website with notices.

Early Voting and absentee ballot distribution begins Monday and will run through October 5th.

City Manager Recruitment

Provided a schedule for review of interim city manager applications, interview and appointment options.

Drafted the interim manager agreement and the draft interview questions for Council's consideration. HR has been the primary point of contact for the interim applicants.

Looking through other agreements for city managers in other states and communities with the hope to identify an alternative approach to salary and benefits structure. With our benefits package at about 35% of our salaries (22% of that is with the State's Retirement System PERS) we may want to modify the structure to pull some of the benefits out and put the cost savings into the salary. Sarah McKee, may be able to talk more about this at the special meeting scheduled for the 21st.

Documents

AM on Boardwalk Development.

Ordinance removing the Bonding Requirement for certain employees.

Misc.

We are catching up in our document codification processes and long term retention.

Community outreach from the office has been limited this last month because of the transition of duties in the office. We will get back to increased outreach once an interim manager is appointed.

The City Clerk has been providing some support in the execution of and creation of COVID-19 grants to help initiate support to YKHC as they have requested. This will be fully taken over by the grant manager once the duties of Finance Director are covered by someone else.

ELECTIONS!!! It is hard to think or do anything else right now!! PLEASE encourage your friends and family members to VOTE EARLY and to take advantage of our extended hours and days for early voting.

CITY OF BETHEL NOTICE OF REGULAR ELECTION

OCTOBER 6, 2020

VACANCIES IN OFFICE

3 Two Year Term Seats

CANDIDATE LIST

Henderson, Rose "Sugar"
DeWitt, Michelle
Barr, Perry
McCormic, Conrad

EARLY VOTING

September 21 - October 5
City Hall
300 Chief Eddie Hoffman HWY

Monday-Friday 8:30 a.m. - 5:00 p.m.

Thursdays Extended Hours
September 24 & October 5
8:30a.m. - 6:00 p.m.

Saturday October 3
10:00 a.m. - 2:00 p.m.

DATES OF IMPORTANCE

Absentee By Mail Application Deadline
SEPTEMBER 26

Electronic Ballot Transmittal
Application Deadline
SEPTEMBER 20

Absentee In Person Voting Available
SEPTEMBER 21 - OCTOBER 5

ELECTION DAY
OCTOBER 6

Canvass Board Meeting
OCTOBER 8

Council's Certification of Election
OCTOBER 13

ASSISTANCE WITH VOTING

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

ELECTION DAY

POLLING PLACE LOCATIONS

Precinct #1 8:00 a.m. - 8:00 p.m.

LOWER KUSKOKWIM DISTRICT
STUDENT CLINIC

Next to 1004 Ron Edward Memorial Dr.

Precinct #2 8:00 a.m. - 8:00 p.m.

YUPIIT PICIRYARAIT CULTURAL CENTER

401 Chief Eddie Hoffman Highway



300 State Highway
PO Box 1388



907-543-1384



cityclerk@cityofbethel.net

**City Clerk's
Office**

ConsensusDocs™ 415
STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER
(Lump Sum Price)



TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN-BUILDER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. CONTRACT TIME
7. CONTRACT PRICE
8. CHANGES IN THE WORK
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION OR RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS
AMENDMENT 1

ARTICLE 1 AGREEMENT

Job Number: Account Code:

This Agreement is made this 27th Day of November in the year 2012, by and between the



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

and the

DESIGN-BUILDER: Bethel Services, Inc.
460 Ridgcrest Drive
Bethel, Alaska 99559

Tax identification number [REDACTED]

Contractor Licensing No., if applicable: CON E 28730

Design Professional Licensing No. in the State of the Project: []

for services in connection with the following:

PROJECT: Yukon Kuskokwim Regional Aquatic Health and Safety Center

Notice to the Parties shall be given at the above addresses.

ARTICLE 2 GENERAL PROVISIONS

2.1. TEAM RELATIONSHIP The Parties each agree to proceed with the Project on the basis of trust, good faith, and fair dealing. The Design-Builder agrees to furnish or procure, as permitted by Law, the architectural and engineering services set forth below and the construction and administration of the Work.

2.1.1. The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.1.2. Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Owner unless authorized in writing by the Owner's Representative.

2.1.3. **ETHICS** The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest or promptly discloses any to the other Party, and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors, or others for whom they may be liable, to secure preferential treatment.

2.2. DESIGN PROFESSIONAL Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the Law. The person or entity providing architectural and engineering services shall be referred to as the Design Professional.

2.2.1. **STANDARD OF CARE** The Design Professional shall furnish and provide the architectural and engineering services necessary to design the Project in accordance with the Owner's requirements, as outlined in the Owner's Program, 65% Design Development Drawings and Specifications, and other relevant data defining the Project. The architectural and engineering services shall be performed in accordance with the standard of professional skill and care required



for a Project of similar size, scope, and complexity, during the time in which the Services are provided. The Design Professional for the Project is Architects Alaska, Inc.

2.3. DEFINITIONS

2.3.1. "Agreement" means this ConsensusDocs 415 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.

2.3.1.1.

2.3.2. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3. A "Change Order" is a written order signed by the Owner and the Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by the Design-Builder and accepted by the Owner.

2.3.4. The "Contract Documents" consist of those documents identified in section 14.1.

2.3.5. The "Contract Time" is the period between the Date of Commencement and Final Completion.

2.3.6. "Day" means calendar day.

2.3.7. "Date of Commencement" is the Date of the Agreement as provided for in section 6.1.

2.3.8. "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.3.9. "Final Completion" occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.

2.3.10. "Laws" means federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Design-Builder must comply that are enacted as of the Agreement date.

2.3.11. A "Material Supplier" is a person or entity retained by the Design-Builder to provide material and equipment for the Work.

2.3.12. "Others" means other contractors and all persons at the Worksite who are not employed by the Design-Builder, its Subcontractors, or Material Suppliers.

2.3.13. "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder employees in the Design-Builder's principal and branch offices; (b) general and administrative expenses of the Design-Builder's principal and branch offices including charges against the Design-Builder for delinquent payments; and (c) the Design-Builder's capital expenses, including interest on capital used for the Work.

2.3.14. The "Owner" is the person or entity identified in ARTICLE 1, and includes the Owner's representative.

2.3.15. The "Owner's Program" is a description of the Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special



equipment and systems, and site requirements, together with Design Development Documents which shall include drawings, outline specifications, and other documents illustrating the Project's design elements, scale, and their relationship to the Worksite.

2.3.16. The "Parties" are collectively the Owner and Design-Builder.

2.3.17. The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Owner or Others.

2.3.18. A "Subcontractor" is a person or entity retained by the Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or any separate contractor employed by the Owner or any separate contractor's subcontractors. All subcontractors are to be properly licensed to do business in the State of Alaska.

2.3.19. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Design-Builder. The certificate shall state the respective responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction within the timeframe, if any, established in subsection 6.2.3 for the Date of Final Completion.

2.3.20. Not used.

2.3.21. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.22. The "Work" is the design services procured in accordance with section 3.1, the construction services provided in accordance with section 3.2, additional services in accordance with section 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.3.23. "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for completing the final design and engineering specifications that constitute progressing from the 65% design development stage and revised concept to 100% construction documents and for the construction of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of the Work.



3.1. DESIGN SERVICES Pursuant to a mutually agreeable schedule, the Design-Builder shall submit for the Owner's written comment and approval, 65% Design Development, 95% Construction Documents and 100% Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by the Owner.

3.1.1. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to the Owner before commencing construction.

3.1.2. OWNERSHIP OF DOCUMENTS

3.1.2.1. OWNERSHIP OF TANGIBLE DOCUMENTS The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by the Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to the Owner for this Project, upon the making of final payment to the Design-Builder or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Builder pursuant to ARTICLE 11.

3.1.2.2. COPYRIGHT The Parties agree that Owner ☐ shall/ x shall not obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by subsection 3.1.2.1 and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with the Design-Builder.

3.1.2.3. USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, the Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under subsection 3.1.2.1, provided payment has been made pursuant to subsection 3.1.2.1

3.1.2.4. OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. The Owner's use of the Documents without the Design-Builder's involvement or on other projects is at the Owner's sole risk, except for the Design-Builder's indemnification obligations, and the Owner shall indemnify and hold harmless the Design-Builder, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.



3.1.2.5. **DESIGN-BUILDER'S USE OF DOCUMENTS** Where the Design-Builder has transferred its copyright interest in the Documents under subsection 3.1.2.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.2.6. The Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.2. CONSTRUCTION SERVICES

3.2.1. Construction will commence upon the issuance by the Owner of a written notice to proceed. One early Notice-To-Proceed will be issued for the purpose of installing pilings in winter 2012-2013 and ordering materials known to be part of the project before final approval of the Construction documents

3.2.2. In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.2.3. Coordination with the Owner for installation of infrastructure to support services obtained, or work to be performed, by the Owner, including but not limited to telephone cabling, computer network cabling, security systems, in wall backing and other specialty systems which are not a part of this Agreement;

3.2.4. **COMPLIANCE WITH LAWS** The Design-Builder shall give all notices and comply with all Laws at its own costs. The Design-Builder shall be liable to the Owner for all loss, cost, and expense attributable to any acts or omissions by the Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including the Owner, is received.

3.2.5. The Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from the Owner. It shall be revised/updated monthly and as required by the conditions of the Work.

3.2.6. The Design-Builder shall obtain and pay for, at no additional cost above the Contract Price, the building permits necessary for the construction of the Project.

3.2.7. The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. The Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.2.8. The Design-Builder shall provide monthly written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and Design-Builder.



3.2.9. The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.2.10. The Design-Builder shall prepare and submit to the Owner either:

☐ final marked up as-built drawings
☒ updated electronic data

that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

3.3. SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be a logic-based network analysis diagram system known as the critical path method. Schedule shall be produced by a computer based scheduling software program (Primavera, Microsoft Project, or similar). The Schedule shall be revised/updated monthly and as required by the conditions of the Work.

3.4. SAFETY OF PERSONS AND PROPERTY

3.4.1. SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.4.2. The Design-Builder shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.4.2.1. its employees and other persons at the Worksite;

3.4.2.2. materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.4.2.3. the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.4.3. DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate an individual at the Worksite in the employ of the Design-Builder who shall act as the Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Design-Builder in writing to the Owner, the designated safety representative shall be the Design-Builder's project superintendent. The Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to the Owner. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Owner.

3.4.4. The Design-Builder shall provide the Owner with copies of all notices required of the Design-Builder by Law. The Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.



3.4.5. Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Design-Builder shall be promptly remedied by the Owner.

3.4.6. If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Design-Builder does not adopt corrective measures, the Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. The Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Owner's reasonable request.

3.5. EMERGENCIES In any emergency affecting the safety of persons or property, the Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as a Change Order.

3.6. HAZARDOUS MATERIAL

3.6.1. A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up. The Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.6.2. If after commencing the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Owner and, if required, the government agency with jurisdiction.

3.6.3. The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.6.4. The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work of the Design-Builder. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.6.5. If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.



3.6.6. To the extent not caused by the negligent acts or omissions of the Design-Builder, its Subcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall indemnify and hold harmless the Design-Builder, its Subcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to Article 12, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.6.7. Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Owner or Others, shall be maintained at the Project by the Design-Builder and made available to the Owner and Subcontractors.

3.6.8. During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon the issuance of the Certificate of Substantial Completion, the Owner shall be responsible under this section for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.6.9. Section 3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.7. WARRANTY

3.7.1. The Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion. Extended warranties required by specification or offered by manufacturers (such as 20 year root warranty) are to be passed through to the Owner and submitted in accordance with the Supplemental Conditions.

3.7.2. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by the Owner but purchased by the Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by the Design-Builder, the Design-Builder shall assist the Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.7.3. The Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to the Owner.

3.7.4. The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.

3.7.5. With the assistance of the Owner's maintenance personnel, the Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.



3.8. CORRECTION OF WORK WITHIN TWO YEARS

3.8.1. If, prior to Substantial Completion and within two years after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, any Defective Work is found, the Owner shall promptly notify the Design-Builder in writing. Unless the Owner provides written acceptance of the condition, the Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period the Owner discovers and does not promptly notify the Design-Builder or give the Design-Builder an opportunity to test or correct Defective Work as reasonably requested by the Design-Builder, the Owner waives the Design-Builder's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.8.2. With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Design-Builder.

3.8.3. If the Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

3.8.4. The Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall seek recovery. If the Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Design-Builder does not elect to correct the Work, the Owner may have the Work corrected by itself or others, and, if the Owner intends to seek recover of those costs from the Design-Builder, the Owner shall promptly provide the Design-Builder with an accounting of the correction costs it incurs.

3.8.5. If the Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work on existing buildings, the Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.8.6. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Design-Builder's other obligations under the Contract Documents.

3.8.7. Prior to final payment, at the Owner's option and with the Design-Builder's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.9. CONFIDENTIALITY The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, and the Design Professional as is necessary for the performance of the Work, or use for its own benefit any of the Owner's developments, confidential information, know-how, discoveries,



production methods, and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Owner shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential."

3.10. ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional services upon the request of the Owner. A written agreement between the Owner and Design-Builder shall define the extent of such Additional services. Such Additional services shall be considered a Change in the Work, unless they are specifically included in sections 3.1 or 3.2.

- 3.10.1. consultations, negotiations, and documentation supporting the procurement of Project financing;
- 3.10.2. surveys, site evaluations, legal descriptions, and aerial photographs;
- 3.10.3. appraisals of existing equipment, existing properties, new equipment, and developed properties;
- 3.10.4. investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information;
- 3.10.5. artistic renderings, models, and mockups of the Project or any part of the Project or the Work;
- 3.10.6. inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Work;
- 3.10.7. interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;
- 3.10.8. making revisions to design documents after they have been approved by the Owner when revisions are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors or the Design Professional;
- 3.10.9. estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder;
- 3.10.10. the premium portion of overtime work ordered by the Owner including productivity impact costs, other than that required by the Design-Builder to maintain the Schedule of Work;
- 3.10.11. obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial start up;
- 3.10.12. services for tenant or rental spaces not a part of this Agreement;
- 3.10.13. services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice;
- 3.10.14. serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;



- 3.10.15. document reproduction exceeding the limits provided for in this Agreement;
- 3.10.16. providing services relating to Hazardous Material discovered at the Worksite; and
- 3.10.17. other services as agreed to by the Parties and identified in an attached exhibit.

3.11. DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is Thomas Kennedy, Project Executive.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1. INFORMATION AND SERVICES PROVIDED BY OWNER

The Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

4.2. FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of the Design-Builder, the Owner shall provide the Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to the Design-Builder's commencing or continuing the Work. The Design-Builder shall be notified prior to any material change in Project financing.

4.3. WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.3.1. information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Design-Builder in laying out the Work;

4.3.2. tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law; and

4.3.3. any other information or services requested in writing by the Design-Builder which are required for Design-Builder's performance of the Work and under the Owner's control.

4.4. MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving the Design-Builder's written request, the Owner shall provide the Design-Builder with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

4.5. RESPONSIBILITIES DURING DESIGN



4.5.1. The Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

4.6. RESPONSIBILITIES DURING CONSTRUCTION

4.6.1. The Owner shall review the Schedule of Work, timely approve milestone dates set forth, and timely respond to its obligations.

4.6.2. If the Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Design-Builder. The failure of the Owner to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.6.3. The Owner shall have no contractual obligations to Subcontractors, suppliers, or the Design Professional.

4.6.4. The Owner shall provide insurance for the Project as provided in ARTICLE 10.

4.7. OWNER'S REPRESENTATIVE The Owner's representative is Project Development Associates, LLC. The representative:

4.7.1. shall be fully acquainted with the Project;

4.7.2. agrees to furnish the information and services required of the Owner pursuant to section 4.3 so as not to delay the Design-Builder's Work; and

4.7.3. shall not have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Design-Builder in writing in advance.

4.8. TAX EXEMPTION If in accordance with the Owner's direction the Design-Builder claims an exemption for taxes, the Owner shall indemnify and hold the Design-Builder harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Owner's direction.

4.9. ELECTRONIC DOCUMENTS If the Owner requires that the Owner and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Owner and Design-Builder shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate agreement, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Design Professional.



5.1. RETAINING SUBCONTRACTORS The Design-Builder shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Design-Builder as a result of such objection. The Owner may propose subcontractors to be considered by the Design-Builder. The Design-Builder shall not be required to retain any subcontractor to whom the Design-Builder has a reasonable objection.

5.2. MANAGEMENT OF SUBCONTRACTORS The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work.

5.3. CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

5.3.1. If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Owner, subject to the prior rights of any surety, provided that:

5.3.1.1. this Agreement is terminated by the Owner pursuant to section 11.2; and

5.3.1.2. the Owner accepts such assignment, after termination by notifying the Subcontractor and Design-Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2. If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

5.4. BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Design-Builder agrees to bind every Subcontractor and Material Supplier to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the Work.

ARTICLE 6 CONTRACT TIME

6.1. DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below. The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2. SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1. Substantial Completion of the Work shall be achieved on or before September 30, 2014 from the Date of Commencement. Unless otherwise specified, the Work shall be finally complete on or before October 31, 2014, subject to adjustments as provided for in the Contract Documents.

6.2.2. Time is of the essence for this Agreement and Contract Documents.

6.2.3. The Date of Final Completion of the Work is October 31, 2014, subject to adjustments as provided for in the Contract Documents.

6.2.4. Unless instructed by the Owner in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder and the Owner.

6.3. DELAYS AND EXTENSIONS OF TIME



6.3.1. If the Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Design-Builder, the Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of the Design-Builder include, but are not limited to, the following: (a) acts or omissions of the Owner and or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Owner pending dispute resolution or suspension by the Owner under Section 12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Design Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.

6.3.2. In addition, if the Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by the Design-Builder or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution, or suspension by the Owner under section 11.1, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to Article 8.

6.3.3. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.4. LIQUIDATED DAMAGES

6.4.1. **SUBSTANTIAL COMPLETION** The Owner and the Design-Builder agree that this Agreement x shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.4.1.1. The Design-Builder understands that if the Date of Substantial Completion established by Amendment No. 1, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion is not attained, the Design-Builder shall pay the Owner Two Thousand Two Hundred Fifty Dollars (\$2,250.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall not preclude Design Builder's liability to Owner for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.4.2. **FINAL COMPLETION** The Owner and the Design-Builder agree that this Agreement x shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.4.2.1. The Design-Builder understands that if the Date of Final Completion established by Amendment No. 1 is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final



Completion is not attained, the Design-Builder shall pay the Owner Two thousand two hundred fifty dollars (\$2,250.00) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall not preclude Design Builder's liability to Owner for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.4.3. **OTHER LIQUIDATED DAMAGES** The Owner and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

ARTICLE 7 CONTRACT PRICE

The Contract Price is detailed below:

1. Design \$1,235,000.00
2. Construction Services \$17,533,500.00
3. Builders Risk Insurance \$95,000.00
4. Additive Alternate No. 1, One Wind Turbine \$1,181,250.00

Total Contract Price is Twenty million forty four thousand seven hundred fifty dollars (\$20,044,750.00) subject to adjustment in accordance with the provisions of ARTICLE 8.

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directed Change, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1. CHANGE ORDERS

8.1.1. The Design-Builder may request or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

8.1.2. The Owner and the Design-Builder shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

8.1.3. **NO OBLIGATION TO PERFORM** The Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directed Change has been issued.

8.2. INTERIM DIRECTED CHANGE



8.2.1. The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services.

8.2.2. The Owner and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directed Changes. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directed Change. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

8.2.3. If the Owner and the Design-Builder agree upon the adjustments in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Change Directives issued since the last Change Order.

8.3. MINOR CHANGES IN THE WORK

8.3.1. The Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2. The Design-Builder shall promptly inform the Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by the Design-Builder.

8.4. DETERMINATION OF COST

8.4.1. An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.4.1.1. unit prices set forth in this Agreement or as subsequently agreed;

8.4.1.2. a mutually accepted, itemized lump sum; or

8.4.1.3. if an increase or decrease cannot be agreed to as set forth in subsection 8.4.1.1 or 8.4.1.2 and the Owner issues a written order for the Design-Builder to proceed with the change, the adjustment in the Contract Price shall be determined by the reasonable expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, a reasonable adjustment shall be made in the Design-Builder's overhead and profit. In the case of a net decrease in cost, the amount of decrease in the Contract Price will not include a reduction in overhead and profit. The Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings.



8.4.2. If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Design-Builder, such unit prices shall be equitably adjusted.

8.4.3. If the Owner and the Design-Builder disagree as to whether work required by the Owner is within the scope of the Work, the Design-Builder shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. The Design-Builder shall proceed with the work. The Design-Builder may request payment for Work completed under such a directive in Article 9 Payment. The Owners Representative will assist the Owner in making an interim determination of the costs reasonably justified. The interim determination of cost shall adjust the Contract Price on the same basis as a Change Order. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.5. **CONCEALED OR UNKNOWN SITE CONDITIONS** If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Constructor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article.

8.6. **CLAIMS FOR ADDITIONAL COST OR TIME** For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, the Design-Builder shall give the Owner written notice of the claim within twenty-one (21) days after the occurrence giving rise to the claim or within twenty-one (21) days after the Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) days after the decision is made not to proceed. Thereafter, the Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) days after giving notice, unless the Parties mutually agree upon a longer period of time. The Owner shall respond in writing denying or approving the Design-Builder's claim no later than fourteen (14) days after receipt of the Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of the Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7. **CHANGES IN LAW** In the event any changes in laws or regulations affecting the performance of the Work, including taxes, were not reasonably anticipated and then enacted after the date of this Agreement, the Contract Price and the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, shall be equitably adjusted by Change Order.

8.8. **INCIDENTAL CHANGES** The Owner may direct the Design-Builder to perform incidental changes in the Work upon concurrence with the Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the



Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1. PROGRESS PAYMENT

9.1.1. Prior to submitting the first application for payment, the Design-Builder shall provide a Schedule of Values satisfactory to the Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design services.

9.1.2. On or before the twenty-fifth Day of each month after the Work has commenced, the Design-Builder shall submit to the Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by the Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest including transportation to the site.

9.1.3. Within seven (7) Days after receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such Application, the Owner shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Design-Builder cannot agree on a revised amount, then, within thirty (30) Days after its initial rejection in part of such application, the Owner shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed or resolved.

9.1.4. If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, then the Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by the Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

9.1.5. Payments due but unpaid pursuant to subsection 9.1.3, less any amount retained pursuant to section 9.2 or 9.3, may bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

9.1.6. The Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Design-Builder free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."

9.1.7. The Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.8. Upon Substantial Completion of the Work, the Owner shall pay the Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of the



Design-Builder's estimated cost of completing any unfinished items as agreed to between the Owner and Design-Builder as to extent and time for completion. The Owner thereafter shall pay the Design-Builder monthly the amount retained for unfinished items as each item is completed.

9.1.9. **STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment shall be conditioned on submission by the Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment.

9.2. **RETAINAGE** From each progress payment made prior to the time of Substantial Completion, the Owner may retain ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in section 9.3, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision:

9.2.1. after the Work is fifty percent (50%) complete, the Owner shall withhold no additional retainage and pay the Design-Builder the full amount due on account of subsequent progress payments;

9.2.2. the Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.3. the Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work the Owner has accepted;

9.2.4. in lieu of retainage, the Design-Builder may furnish a retention bond or other security interest acceptable to the Owner, to be held by the Owner.

9.3. **ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT** The Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Design-Builder is responsible under this Agreement:

9.3.1. the Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

9.3.2. except as accepted by the insurer providing Builders Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Design-Builder to the Owner, or Others to whom the Owner may be liable;

9.3.3. the Design-Builder's failure to pay the Design Professional or Subcontractors for labor, materials, equipment, or supplies properly furnished in connection with the Work, provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;

9.3.4. Defective Work not corrected in a timely fashion;

9.3.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by the Owner as a result of the anticipated delay caused by the Design-Builder;



9.3.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;

9.3.7. uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established; and

9.3.8. uninsured third-party claims involving the Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Design-Builder furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established. No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4. OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

9.4.1. Portions of the Work that are completed or partially completed may be used or occupied by the Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Design-Builder shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Owner.

9.5. FINAL PAYMENT

9.5.1. Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

9.5.2. In making final payment the Owner waives all claims except for:

9.5.2.1. outstanding liens;

9.5.2.2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;

9.5.2.3. Work not in conformance with the Contract Documents; and

9.5.2.4. terms of any special warranties required by the Contract Documents.

9.5.3. In accepting final payment, the Design-Builder waives all claims except those previously made in writing and which remain unsettled.



ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1.INDEMNITY

To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) and the Owner's Representative from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under section 10.2, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work.

10.1.1.The Contractor shall indemnify, hold harmless, and defend the City of Bethel and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the City's negligence.

This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.

10.1.2 Indemnity by Design Engineer: The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Dispute Resolution Board.

The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

10.2.DESIGN-BUILDER'S LIABILITY INSURANCE



10.2.1. **BUSINESS INCOME INSURANCE** The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.

INSURANCE REQUIREMENTS. The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the City covering injury to persons and property suffered by the City of Bethel or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that (i) are permitted to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a financial rating acceptable to the City. The Contractor shall notify the Project Manager, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 10.1. Additional insurance requirements specific to this contract are contained in the Special Provisions, when applicable.

Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

a. Workers' Compensation: as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The contractor shall submit copies of all subcontractor's workmens' compensation insurance. The coverage shall include:

- (1) Waiver of subrogation against the City;
- (2) Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
- (3) "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;
- (4) United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and
- (5) Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity from or on a vessel on navigable water.

b. Commercial General Liability: on an occurrence policy form covering all operations with combined single limits not less than:

- (1) \$1,000,000 Each Occurrence;
- (2) \$1,000,000 Personal Injury;
- (3) \$2,000,000 General Aggregate; and
- (4) \$2,000,000 Products-Completed Operations Aggregate.



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

d. Umbrella Coverage: for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The City shall be named as an additional insured on policies required by paragraphs **b** thru **d** above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnitee and as an additional insured.

The chosen bidder shall furnish evidence of insurance to the City before award of the Contract. The evidence shall be issued to the City and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

- a.** Denote the type, amount, and class of operations covered;
- b.** Show the effective (and retroactive) dates of the policy;
- c.** Show the expiration date of the policy;
- d.** Include all required endorsements;
- e.** Be executed by the carrier's representative; and
- f.** If a certificate of insurance, include the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of Yukon Kuskokwim Regional Aquatic Health and Safety Center. The insurance carrier agrees that it shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."

The City's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be sufficient grounds for declaring the Contractor in default.

10.3. ROYALTIES, PATENTS, AND COPYRIGHTS The Design-BUILDER shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Design-BUILDER and incorporated in the Work. The Design-BUILDER shall indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the Design-BUILDER harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the Owner.



10.4. PROFESSIONAL LIABILITY INSURANCE The Design-Builder shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

x Practice Policy or ☐ Project Specific Coverage

written for not less than \$1,000,000 per claim and in the aggregate. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional. This coverage shall be continued in effect for 5 year(s) after the Date of Substantial Completion.

10.5. BONDING

10.5.1. Performance and Payment Bonds x are required of the Design-Builder. Such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause.

10.5.2. Such Performance Bond shall be issued in the penal sum equal to one hundred percent (100%) of the:

x Contract price, including design and construction.
☐ Agreed estimated construction cost of the Project as reflected in the Schedule of Values.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to sections 10.2 and 10.4, whether or not such insurance is provided or in an amount sufficient to cover such damages.

10.5.3. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. The Design-Builder's payment bond for the Project, if any, shall be made available by the Owner or the Design-Builder upon the Subcontractor's written request.

10.5.4. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price or as otherwise provided in subsection 10.5.2. The Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Dates of Substantial Completion or Final Completion, though the Design-Builder shall require that its surety waives any requirement to be notified of any alteration or extension of time. A copy of the Design-Builder's Payment Bond for the Project, if any, shall be furnished by the Owner or Constructor upon the Subcontractor's written request.

10.6. Builder Risk Insurance – To be determined prior to execution of contract

10.6.1. Before commencing the Work, the Design-Builder shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Owner's Representative, Professional Service Consultants hired by the Owner in connection with the Project (3rd Party Special Inspection firm) as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Design-Builder) and vehicles, riot and civil commotion,



theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and damage resulting from defective design, workmanship, or material, and material or equipment stored offsite, onsite, or in transit. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Design-Builder, Subcontractors, Material Suppliers, and Design Professional. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1. SUSPENSION BY THE OWNER FOR CONVENIENCE

11.1.1. The Owner may order the Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.

11.1.2. Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if the Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2. OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

11.2.1. If the Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Design-Builder may be deemed in default.

If the Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then the Owner shall give the Design-Builder a second notice to correct the default within a three (3) Day period.

11.2.2. If the Design-Builder fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to the Design-Builder; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3. In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to the Design-Builder, but shall give prompt written notice of such action to the Design-Builder following commencing the action.



11.2.4. If the Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if the Design-Builder or the Design-Builder's trustee rejects the Agreement or, if there has been a default, the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.2.5. In the event the Owner exercises its rights under subsections 11.2.1 or 11.2.2, upon the request of the Design-Builder the Owner shall provide a detailed accounting of the cost incurred by the Owner.

11.2.6. If the Owner terminates this Agreement for default, and it is later determined that the Design-Builder was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 11.1.

TERMINATION BY OWNER FOR CONVENIENCE If the Owner terminates this Agreement other than as set forth in section 11.2, the Owner shall pay the Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs.

11.2.7. If the Owner terminates this Agreement before commencing construction, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values and for all proven loss, cost, or expense in connection with the Work.

11.2.8. If the Owner terminates this Agreement after commencing construction, the Design-Builder shall be paid the unpaid balance of the Design-Builder's design costs as set forth in the Schedule of Values, and for any Construction services provided to date

11.2.9. The Owner shall also pay to the Design-Builder fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments, and unsettled claims that the Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, the Design-Builder shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Design-Builder's rights and benefits to the Owner, including the execution and delivery of required papers.

11.3. TERMINATION BY THE DESIGN-BUILDER

11.3.1. Upon thirty (30) Days' written notice to the Owner, the Design-Builder may terminate this Agreement for any of the following reasons:

11.3.1.1. if the Work has been stopped for a thirty (30) Day period (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Design-Builder, materials are not available;

11.3.1.2. if the Work is suspended by the Owner for thirty (30) Days; or

11.3.1.3. if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with section 4.2 of this Agreement.



11.3.2. If the Owner has for thirty (30) Days failed to pay the Design-Builder pursuant to subsection 9.1.3, the Design-Builder may give written notice of its intent to terminate this Agreement. If the Design-Builder does not receive payment within seven (7) Days of giving written notice to the Owner, then upon seven (7) Days' additional written notice to the Owner, the Design-Builder may terminate this Agreement.

11.3.3. Upon termination by the Design-Builder in accordance with subsection 11.3.1 the Design-Builder shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Design-Builder shall be paid an amount calculated as set forth either in subsection 11.2.7 or 11.2.8, depending on when the termination occurs, and subsection 11.2.9.

ARTICLE 12 DISPUTE MITIGATION OR RESOLUTION

12.1. **WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, the Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Design-Builder continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

12.2. **DIRECT DISCUSSIONS** If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

12.3. **MITIGATION** If the Parties select one of the dispute mitigation procedures provided below, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in section 12.5. The Parties agree that the dispute mitigation procedure shall be:

☐ Project Neutral or ☒ Dispute Review Board

12.3.1. **MITIGATION PROCEDURES** The Project Neutral/Dispute Review Board ("Neutral/Board") shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Neutral's/Board's responsibilities. The costs and expenses of the Neutral/Board shall be shared equally by the Parties. The Neutral/Board shall be available to either Party, upon request, throughout the course of the Project. The Neutral/Board is to issue nonbinding findings within five (5) Business Days of referral of the matter to the Neutral/Board, unless good cause is shown for more time.

12.3.2. If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Neutral/Board fails to issue nonbinding findings within five (5) Business Days of the referral (or longer if good cause shown), the Parties shall submit the matter to the binding dispute resolution procedure designated in section 12.5.



12.4. Not Used

12.5. **BINDING DISPUTE RESOLUTION** If the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using the current Construction Industry Arbitration Rules of the AAA or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.5.1. The costs of any binding dispute resolution processes and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.5.2. **VENUE** The venue of any binding dispute resolution procedure shall be the location of the Project unless the Parties agree on a mutually convenient location.

12.6. **MULTIPARTY PROCEEDING** The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

12.7. **LIEN RIGHTS** Nothing in this article shall limit any rights or remedies not expressly waived by the Design-Builder that the Design-Builder may have under lien laws.

ARTICLE 13 MISCELLANEOUS

13.1. **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Design Builder and not for the benefit of any third party.

13.2. **ASSIGNMENT** Neither the Owner nor the Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Design-Builder than this Agreement. In the event of such assignment, the Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

13.3. **GOVERNING LAW** This Agreement shall be governed by the laws of the State of Alaska.



13.4. SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5. NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13.6. TITLES AND GROUPINGS The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.7. JOINT DRAFTING The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.8. RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 14 CONTRACT DOCUMENTS

14.1. CONTRACT DOCUMENTS The Contract Documents are as follows:

- a) This Agreement
- b) City of Bethel Request for Proposal for the Yukon Kuskokwim Regional Aquatic Health and Safety Center, dated September 21, 2012, and any Addenda issued.
- c) Owner-provided information pursuant to subsection 3.6.4 and other Owner information identified as intended to be a contract document.
- d) ~~CONTRACT DOCUMENT~~ The 65 % Design Development Documents provided as a part of the Request for Proposal; 
- e) The Construction Documents upon Owner approval under section 3.1;
- f) Other: Yukon Kuskokwim Regional Health and Safety Center Special Conditions, attachment M of RFP.

14.2 PREVAILING WAGE This is a State-funded project. Current prevailing rate of wages apply to this project in accordance with AS Title 36 PUBLIC CONTRACTS. The Contractor shall pay labor the current prevailing rates as found in Pamphlet 600, issued by the State of Alaska, Department of Labor and Workforce Development. Prevailing rates of wages can be found at the following website: address: <http://labor.alaska.gov/lss/pamp600.htm>. Contractor to keep copies for certified payroll documents on site and available for review by the Owner.

14.3 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order:

- a. Change Orders and written amendments to this Agreement
- b. This Agreement
- c. Special Conditions, attachment M of RFP
- d. Request for Proposal attachments and addendums
- e. Contractor's design build proposal
- f. Design documents approved by the Owner pursuant to subsection 2.3.15 and section 3.1 in order of the most recently approved



- g. Information furnished by the Owner pursuant to section 4.1 or designated as a contract document in section 14.1
- h. other documents listed in this Agreement

OWNER: CITY OF BETHEL

BY: Lee M. Foley NAME: LEE FOLEY TITLE: City Manager

WITNESS: Carol A. Sutton NAME: Carol A. Sutton TITLE: Executive Assistant

DESIGN-BUILDER: Bethel Services, Inc.

BY: Anastasia Hoffman NAME: Anastasia Hoffman TITLE: President & CEO

WITNESS: John F. Conway NAME: JOHN F. CONWAY TITLE: PRINCIPAL

END OF DOCUMENT.



Pool Building Report

A culmination of issues produced the “perfect storm” scenario that could have easily brought the aquatic center to a white flag surrender condition. However, close attention to detail and swift response of tale tail signs prevented what could have been a MUCH, MUCH worse scenario for the building. I think everyone would be pleased to know, at NO time did our pool building come close to becoming an ice skating rink. Also, normally occupied spaces remained well above freezing temperatures with the exception of the North, North West corner of the building (conference room and arctic entry). I think it is also important to state, at all times throughout the building closure the primary heating systems have been operational.

All issues except one stem directly from the subzero temperatures and the extended length of time the building was exposed to them. In addition to the subzero temperatures, a multitude of building design, building construction and installation problems have directly impacted the buildings ability to function properly. This resulted in multiple compounding and separate issues. I will elaborate in greater detail on these issues later in this report.

Summary of events and findings:

Initially, pool staff reported standing, slow draining water in both locker rooms as the main concern. No other major issues were noted at the time. City of Bethel maintenance staff immediately responded by conducting a thorough inspection of the buildings accessible crawl spaces. A search for evidence of a slow/poor drainage source was the goal. ***Key Note: The majority of the facility’s domestic water and sewer lines are located below the sub floor in an accessible crawl space below the Natatorium side of the building. The accessible crawl space is adequately heated by 4 large unit heaters controlled by the BAS (Building Automation System). Typical temperatures in this crawl space have been 50 degrees or above but vary on sides from outside wind direction and temperatures.***

The inspection of the accessible crawl space found No breaks, no leaks, no standing water, nor signs of ice near or around ANY of the domestic water or sewer lines. The space did however, feel notably cooler than normal. Approximately 40F – 45F degrees on the windward (North). The south and South West side of the crawl space was above 70F degrees. The warm and cold side of the crawl space is heavily dependent on the wind conditions and temperature outside. Weather conditions during the time of the crawl inspection was -24F degrees with a very strong sustained North wind. It was reasonable to expect the northern portion of the crawl space would be colder due to this. We have seen this previously, but not to this extent.

Regardless of the prevailing colder temperatures outside, this led City Maintenance staff to check heating lines and unit heaters for appropriate supply temperatures. Heating lines were found hot to touch but not 180F – 200+F degrees hot (as normal). The cooler than normal heating lines, led maintenance to check for accurate commands of actuators and valves from the BAS system. A single actuator/valve combo associated with the Glycol heating system was discovered as “tripped”. Maintenance staff reset the tripped actuator and literally immediately, correct temperatures began flowing to all glycol heated systems throughout the facility. Significant warming changes were felt within 30 minutes.

The discovery of the tripped actuator initiated maintenance to check all other related glycol heated systems, which included a glycol heat loop (pex) that supplies warmth to the arctic pipe that protrudes from the facility, within the accessible crawl space to the lift station located on the Eastern side of the building. Both the supply and return pex lines were found cold to the touch but warming significantly on the supply side as glycol heating had been restored. The glycol to this heat loop is automatically controlled through the facility's BAS. Maintenance observed both supply and return pex lines return to adequate temperatures within several minutes as a result of resetting the tripped actuator.

This in turn led maintenance to check the status of water flow into the lift station from the arctic pipe exiting the building. The lift station was opened and found to be completely full and frozen. Maintenance immediately began trouble shooting the reason for the lift station freeze up. Utility maintenance was called to assist and responded quickly. Utility Maintenance found both pumps tripped at the control terminal and nonoperational regardless of selector position. Level sensors were frozen and not responsive also. Ice was also found in the sewer lines from the lift station to the city sewer system. It was suspected the heat trace was not working and troubleshooting of that system began immediately. The service switch for the sewer heat trace is located inside the pool facility electrical room. Sewer heat trace was found in the energized position however, the 60A circuit breaker associated on a panel was found tripped. Breaker was reset and power restored to the heat trace that runs from the lift station and along the city sewer pipes.

Within 2 days, the standing water in the facility floor drains began draining. On day 3 all standing water within the facility had drained. Lift station had also mostly thawed.

During the "thawing" days, very close attention was given to the building and its systems because temperatures still seemed to be lower than expected for many areas within the building. Cold external temperatures were initially thought to be the reason behind this but we wanted to be sure there wasn't a BAS problem. Maintenance staff stood watch rotations within the facility to monitor and ensure ALL heating system remained online and in operation. City maintenance staff and acting pool manager Shadi conducted a deep thorough look of the systems associated with the BAS. Many minor issues were observed. Several examples of findings are:

- BAS system incorrectly reporting Actuators/valves position as compared to actual position. (% closed or open on BAS system screen versus actual position on the actuator itself)
- Non-operating actuators/valves (non-responsive to BAS programmed commands)
- Non-operating actuators/valves (non-responsive to BAS override commands)
- Actuators wired or programmed backwards (actuators closed when commanded and reporting open or visa versa)
- 2 devices on BAS system were not locatable when cross referencing "As Built" drawings.
- Strange distribution and programmed commands of heat to cold spaces regardless of programmed temperature set points.
- Potentially failed temperature sensors
- Building exhaust commanded fully open blowing MASSIVE amounts of heat outside when suspected it should be in command closed.
- Slow or Intermittently operating actuators from BAS commands (override run and program run)
- Extremely poor slab temperatures in several zones regardless of actuator/valve position.

- Temperature readings within the BAS that did not concur with actual readings taken by maintenance staff. (ex: 115F BAS reported versus 50F actual temperature reading)

These strange findings resulted in the City of Bethel maintenance requesting immediate quotation for Long Building Technologies (BAS System providers and support) to provide a technician to the facility AS SOON AS POSSIBLE, to assist in troubleshooting, servicing and replacing any failed components to the BAS programming and physical components. *(Quotation was received and awaiting City Managers approval. Also note: Regardless whether quotation had been approved sooner, Long Building Technologies has stated they cannot provide a technician immediately because they do not have one available to send, but would send parts ahead of time for City of Bethel maintenance to replace if capable.)*

During the several days wait for the sewer line and lift station to thaw, additional problems arose further delaying progress to open the facility back to the public and increasing the demand for staff presence within the building.

- Domestic water line located in an inaccessible interstitial crawl space in the North West portion of the building froze and burst flowing water into the interstitial space until filling the space and then leaking outside.
 - o City maintenance staff once again immediately jumped in with ALL hands. Water was shut off to the building and troubleshooting the causes became priority. Water leak was located in the North, portion of the building, in the North West corner below the concession and reception area. Access to the North side interstitial crawl space was gained by cut out opening (2Ft x2Ft approximate) in the lower soffit MIP (Metal Insulated Paneling) from underneath, and exterior of the building. The space is inaccessible from within the building and must be entered from outside, below the building. The space is divided by a large structural I beam running East to West. 2 separate openings were required to access the each crawl space. A domestic waterline was found burst from exposure to extremely cold temperatures. Repairs were made to the broken water line and water left OFF within the facility to prevent reoccurrence. Examination of the entire North side crawl space was conducted by maintenance staff. Crawl space was cold, as in just as cold as outside of the building. Maintenance found absolutely NO heating system (Unit Heaters, Radiant Fin, Radiant floor etc) anywhere within the entire space. In addition, significant amount of air penetrations were discovered at the piling to structural beam penetrations, MIP panel joining locations, as well as wall to soffit joining locations. Several penetrations are large enough to pass your entire hand through (3+inches wide). Cold air can be felt BLASTING through almost each and every penetration location with varying degree. City Maintenance foreman reached out to the original architects for assistance in what would be the best temporary solution until a more thorough evaluation could be conducted and proper repairs made. Architects suggestion was to fill the air voids and penetrations with an insulating batting material. City of Bethel purchased materials and began filling are voids and penetrations to limit cold air penetration within the entire interstitial crawl space. This remedy showed significant changes to the space temperature when aided by a Frost fighter affixed in the 2ft x 2ft access opening to blow hot air into the space. Space is able to maintain an above freezing temperature $\frac{3}{4}$ of the way across (West to East) so

long as the frost fighter is operational. Maintenance staff are manning a rotational shift outside of normal working hours to keep the frost fighter fueled and providing heat to the space. Please note: the Far East side of the crawl space is not able to keep an above freezing temperature. There is both domestic water and sewer drains on the East side of the building that remain frozen at this time.

- Sewer lines located in the same inaccessible interstitial crawl space in the North West and North East portion of the building froze solid.
 - o Same countermeasure essentially as the broken waterline in the same space.
- Fire Suppression Sprinkler lines above the drop ceiling in North West portion of building froze and were discovered slowly leaking into the interior spaces.
 - o City Maintenance removed several of the drop ceiling tiles in both the arctic entry area as well as the conference room. Temperatures above the drop ceiling tiles was FRIGID. Large amounts of cold air could be felt falling from the space above the ceiling tiles. Large air penetrations were discovered at the joint where the top wall and roof structure joined. Essential outside air was blasting through this penetration into the space above the ceiling tiles. This cold air resulted in a freeze up of the fire suppression system in these two locations. Bursting two Victaulic fittings within the ceiling of the conference room. Similar to the crawl space below NO heating system was found and the space was as cold as outside. Fire alarm system was placed in troubleshoot test mode, fire suppression lines were drained and system placed OFFLINE. City maintenance conducted repairs on the Victaulic fittings. System was recharged with water after repairs. City Maintenance staff began insulating the air penetrations in both the conference room and arctic entry with R38 unfaced batting and 1.5 inch foam board. During the insulation install one of the city maintenance employees discovered additional water spraying from a 3 way connection on the fire suppression system. The system was once again drained down and further inspections for fail points were discovered. Accel Fire in Anchorage was contacted to order parts and technician arranged for travel to arrive in Bethel the follow Monday (Jan 6th). System remained off and drained until Fire Suppression technician could arrive and further inspect and replace. City maintenance staff continued with insulating the arctic entry space, but quickly realized further insulating could not continue as it would prevent the fire technician from reaching the fail points. Technician arrived Monday as planned and conducted inspection of the suppression system. During his inspection he found 2 additional fail points. He attempted to order the parts from Anchorage but none of the suppliers had inventory on hand. Parts were located in the lower 48 and GOLDSTREAK order was placed. Parts are expected to arrive end of week (Jan 10th) Technician remaining into town until parts arrive to then install and bring system back online.

City of Maintenance staff make several deep walkthroughs of the pool building each and every day to ensure building is remaining warm and search for any new or potentially new problems. City of Bethel maintenance staff are continuously fueling the Frost Fighter providing heat to the unheated crawl space on the north side of the building. On Jan 7th, Building maintenance found the boiler system to have lost a significant amount of boiler pressure and began troubleshooting. A full search of the building was conducted to find a heating system failure. No fail points found and troubleshooting is continuing. Boiler system was recharge to normal operating pressures. Within 1 hour the system once again indicated low

boiler pressures. A thorough search began again, to include isolating each boiler from the system to determine if there may be a leak within the boiler itself. As of the time I am writing this, problem is still undetermined but poses a serious risk to keeping the pool building heated adequately. City of Bethel staff is continuously monitoring the building, the heating systems



March 20, 2020

Mr. Marcus Kuhns
Bethel Services Inc.
2605 Denali Street, Suite 100
Anchorage, AK 99503

**Subject: Yukon Kuskokwim Health and Fitness Center
Notice of Deficiencies**

Dear Mr. Kuhns,

On behalf of the City of Bethel (City) we are reaching out to inform you of a situation.

In January 2020, the Yukon Kuskokwim Health and Fitness Center (YKHFC) had to close for approximately 10 days due to issues related to the cold weather. The City requested the Architect of Record visit YKHFC to identify deficiencies.

Architects Alaska visited the YKHFC on January 13 and 14, 2020 and identified several issues, some of which were related to defective construction. A draft of their investigation and mitigation report is appended.

The City is exploring construction and product warranties, legal options, and assessing cost of repairs, and will keep you informed of our corrective action plan.

Sincerely,
DOWL

Chase A. Nelson, P.E.
City of Bethel Contracted Municipal Engineer

Cc: Michael Gatti, JDO Law Office, Bill Howell, City Manager, Bill Arnold, City Public Works Director

Encl: Architects Alaska draft investigation and mitigation report



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

Date: 23 January 2020

SERVICE
TEAMWORK
RESPECT
INTEGRITY
DEVOTION
EXCELLENCE

Chase Nelson, DOWL Engineers

Subject: Yukon Kuskokwim Fitness Center, Leak Investigation and Mitigation Report

Project Number: 12044.01

Dear Mr. Nelson,

On January 2nd, 2020, Architects Alaska was informed of various concerns threatening the structure and operation of the Yukon-Kuskokwim Fitness Center (YKFC). I was requested to visit the building to make recommendations for mitigation and repair. These are addressed in detail below. Please note that, for the purpose of clarity and consistency, room names and numbers, referenced locations, cardinal directions, and drawings all refer to those used in the Construction Drawings titled, *Yukon Kuskokwim Regional Aquatic Health and Safety Center Construction Documents*, dated April 15th, 2013.

On January 13th and 14th, I toured the YKHC with various City of Bethel personnel to observe, discuss, and document the issues that affect the building's performance. To aid in the observations, I used an Extech I5 FLIR thermal imaging camera. Personal history of the facility, design considerations, and several construction observation visits were also valuable assets in the site visit.

PROJECT BACKGROUND

Architects Alaska designed the facility along with PDC Inc. Engineers, BBFM Engineers Inc., AMC Engineers, and Counsilman Hunsaker. The building was constructed by Bethel Service Incorporated and UNIT Company. AAI made several site visits throughout its construction. The facility was opened in November 2014.

PROBLEMS REPORTED

The Yukon Kuskokwim Regional Fitness Center experienced frozen water, sewer, and sprinkler piping, and resulted in burst water piping and cracked sprinkler piping fittings starting December 25th, 2019 and continuing for several days after. These issues were brought to the attention of Architects Alaska on January 2, 2020 by Mr. Corbin Ford, Foreman of the City of Bethel Facilities and Property.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

Mr. Ford indicated the problems and associated locations that were currently affecting the use of the YKFC facility. These include:

- Burst domestic water line in the concealed soffit space below Reception/Concessions Room 104
- Multiple frozen waste pipes running east/west north of Grid 8
- Frozen sprinkler piping above the ceiling of Conference Room 102, resulting in cracked fittings discovered before piping thawed.

A detailed description of the problems, including sequence of events and activities taken by Facilities and Property personnel, can be found in Mr. Ford's "Pool Building Report" attached to this report.

The likely cause of these issues is an unfortunate combination of extreme weather (within the anticipated design range), one of two boilers being inoperable and inability to reach the set temperature of the radiant floor, inoperable heating controls, and significant gaps in the insulation of the building envelope.

The facility has been in operation since November 2014 and has not experienced any of these issues before this winter season. The combination of sustained cold weather and the boiler being down showed the previously unknown flaws of missing insulation and failed mechanical actuators.

GENERAL OBSERVATIONS

On January 13th, I visited the pool facility with City of Bethel Facilities and Property employees Corbin Ford (foreman) and Gary Poe, and DOWL Engineers PM Chase Nelson. Mr. Ford pointed out the areas that had been damaged and work that his crew had done to prevent further damage. In general, the conditions I observed were as reported by Mr. Ford prior to my visit. Several icicles were hanging from soffit construction, and a significant amount of ice coated the ground that had poured out of the soffit space. Two access holes were cut into the concealed soffit space from below, a portable Frost Fighter indirect fired heater was pumping warm air into the soffit, temporary measures to limit cold air intrusion were in place, and the sprinkler system had been drained with a manual "fire watch" in action per the requirements of the Bethel Fire Department. These measures had allowed the facility to reopen that morning.

The following day, I was informed of roof leaks that had previously been reported at the facility, but not made known to the design team. I returned with Public Works Director Bill Arnold and Yukon-Kuskokwim Fitness Center Facility Director, Stacey Reardon. The locations of leaks were pointed out, as well as the conditions in which they occur. These leaks are not active, but should be expected to reoccur if not addressed.

The weather on both days of my visit was approximately 20 degrees, calm winds, and cloudy skies with occasional flurries. This weather was significantly warmer and calmer than the previous weeks when the problems occurred.

CORRECTIVE ACTIONS

This report addresses the various building concerns and proposes corrective actions to be taken to prevent further damage. Each reported and observed problem is addressed in isolation. The proposed solutions, if accepted by the City of Bethel, should be designed and constructed by qualified persons.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 1, Cold concealed soffit space and associated frozen and burst piping.

This is perhaps the most immediate concern for the YKFC facility and the original reason that Architects Alaska was asked to visit the facility. As addressed above, a combination of factors, including construction, climatic conditions, and maintenance problems contributed to the burst pipes. These factors are addressed in individually.

ISSUE 1.1, No insulation at several pile caps in the concealed soffit space. (Note: The same conditions were noted at several pile caps in the accessible soffit space as well. This section applies to all similar conditions.)

Reported Problem: No insulation is present between wood pile caps and insulated metal panels at several locations, resulting in significant cold air intrusion into the unheated concealed soffit.

Emergency Repairs: At my suggestion on January 2nd, the City of Bethel Facilities and Property Crew stuffed all observed gaps in the thermal envelope with unfaced batt insulation as a measure to slow air intrusion.

Observed conditions: During my site visit, I saw several such gaps between the insulated metal soffit panels and wood pile caps. These were filled with batt insulation as suggested. Mr. Ford removed some insulation in several locations, and daylight could be seen through large, previously unfilled gaps, demonstrating that it was a significant breach in the thermal envelope. Using a thermal camera, I was able to tell that the temporary batt insulation infill was performing nearly as well as the adjacent insulated metal panels. However, it should be pointed out that the soffit was being positively pressurized with Frost Fighter indirect fired heater. Without this pressurization, we anticipate that the lack of an air barrier would result in some cold air intrusion at these locations, although significantly less than without any insulation.

Using the thermal camera outside of the soffit, I pointed out several other pile cap locations that are likely resulting in significant heat loss from the accessible soffit space.

Proposed Solution: Check all pile cap locations to verify which locations are missing insulation. When weather conditions allow, add foam-in-place insulation between pile caps and soffit panels as indicated in Detail C1/A5.01 of the construction drawings. Where the gap between pile caps and soffit panels exceeds 0'-1", provide prefinished metal flashing flush with the bottom (exterior) surface of the soffit panels, and fill gaps with foam-in-place insulation. See modified detail in Figure 1.1e.



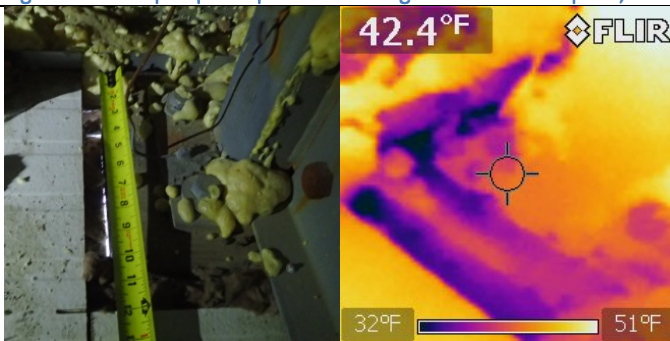
City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report



Figure -1.1a. Gap at pile cap as seen during conduction on April 3, 2014



Figure -1.1b. Batt insulation added to fill gaps at pile cap and soffit



Figures -1.1c. and -1.1d. Pile cap at Grid H:10, with +/- 2" of missing insulation on two sides of pile cap, and daylight visible. (Note that spray foam was an attempt at emergency repair prior to filling gap with batt insulation.)

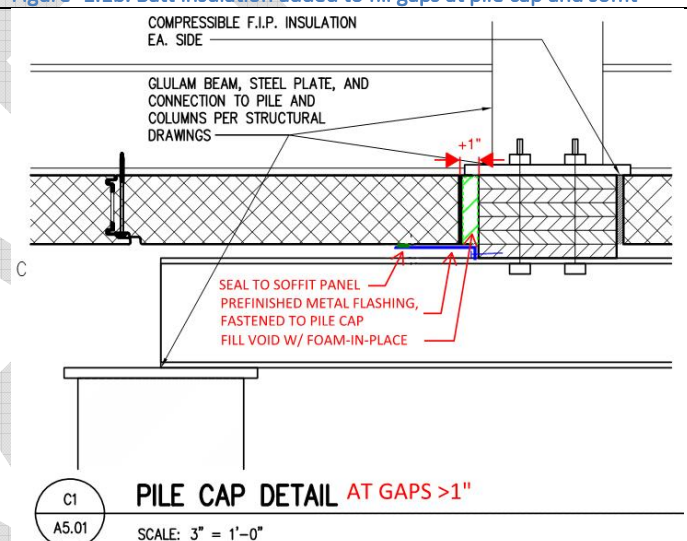


Fig 1.1e. Proposed gap insulation

ISSUE 1.2, Missing butyl sealant suspected between several soffit panels

Reported Problem: Gaps in soffit panel joints permit cold air intrusion in several areas. This was reported both within the concealed and the accessible soffit spaces.

Observed Conditions: Cold air could be felt in the locations indicated by Mr. Ford. In addition, frost was visible on the interior surface of several panels where the surface temperature was lower than freezing point.

Proposed Solution: Mark all known locations of cold air intrusion. Apply sealant recommended by insulated metal panel manufacturer to seal gaps between panels.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report



Fig. 1.2a. Likely missing butyl tape at panel joint. Note frost on either side of joint.

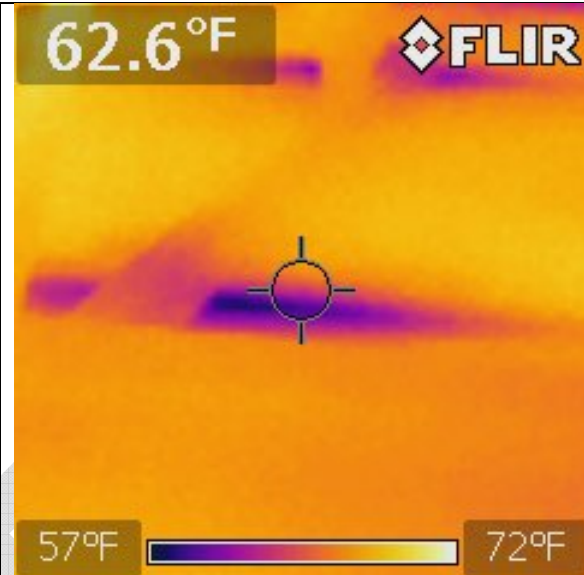


Fig. 1.2b. Same panel joint as Figure 1.2a. +/- 15 degree difference at location of suspected missing butyl tape.

ISSUE 1.3, Add heat to concealed soffit.

Reported Problem: No heat within the concealed soffit space.

Observed Conditions: The space was designed to be heated with surplus heat from the adjacent accessible crawlspace and from the radiant floor above. If HVAC systems were operating correctly and insulation was continuous, the concealed space should be able to maintain above freezing temperatures. However, it appears that this may be insufficient to maintain above freezing temperatures during extended cold weather. Accessing and heating the space is made difficult by wide flange beams running the length of Grids 8 and Grids 9 which divide the concealed soffit space into two zones and limit air circulation.

Proposed Solution: If desired by the City of Bethel, supplemental heat in these spaces would provide one more safeguard to prevent frozen pipes in the future. We recommend a few different strategies to accommodate the various plumbing elements:

- *North of Grid 9:* Install lengths of fintube adjacent to waste lines coming from Conference Room sink. Provide insulation around plumbing traps serving FD-1 (Vestibule) and FD-2 (Boiler Room) floor drains.
- *North of Grid 8, South of Grid 9:* Install two small unit heaters within the concealed soffit space; install one unit heater near Concessions 104 sink, and one near Boiler Room 129 plumbing. Heaters should be readily accessible to new access hatches from below the building. Aim unit heaters in such a way as to create a convection current when unit heaters are operating. HWS/HWR piping that is added to feed these new terminal heating units needs to connect to the 4" HWS/HWR mains located north of grid 7 (running between grids D and H). See drawing M201.

See memo from AMC Engineers attached to this report for further information. It should be noted that continuity of the thermal envelope should take precedence over supplemental heat.

ISSUE 1.4, Ensure water is removed from soffit space.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

Reported Problem: A significant amounts of water was introduced into the soffit space when the domestic water to the Concessions sink burst.

Observed Conditions: Ice was present in many (exterior) locations that had dripped from gaps in the soffit and wall framing of the concealed soffit space. The interior of the soffit north of Grid 9 did not have any water present at the time of my visit. I did not access the soffit between Grids 8 and 9 due to the presence of the Frost Fighter.

Proposed Solution: Ensure that all moisture is removed from the soffit space. The Frost Fighter is likely dehumidifying the space while it is operating. However, crews should use a moisture meter to confirm that water has drained and evaporated to ensure that it does not create additional damage due to saturation, nor create an unhealthy environment due to mold.



Fig. 1.4a. Significant amounts of ice at panel joints where water had leaked from burst piping.



Fig. 1.4b. Ice present at access door cut into soffit panel.

ISSUE 1.X, Missing insulation at transition from soffit to wall panel. (THIS SECTION MAY BE ADDED, PENDING CONFIRMATION FROM CORBIN)



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 2, Cold concealed ceiling space above Conference Room 102 and Vestibule 100, and associated frozen and burst sprinkler piping.

ISSUE 2.1, Conference Room 102

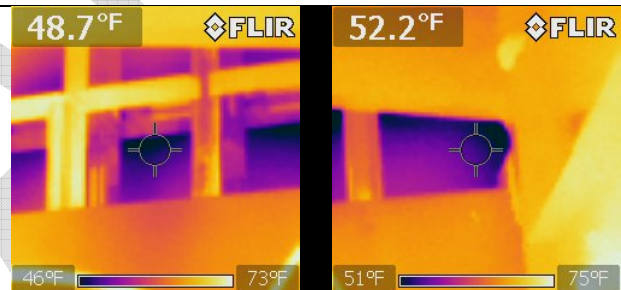
Reported Problem: frozen sprinkler piping was discovered above the ceilings of Conference Room 102 and Vestibule 100. Frozen pipes were reportedly discovered due to slow leaks into the rooms below; the system was drained before significant damage occurred. Significant cold air was felt in the area of the wide flange beam at the building eave.

Emergency Repairs: Accel Fire had performed emergency repairs to remove broken pipe fittings, pressurized the system to test them, and then drained the sprinkler system to prevent the possibility of additional freezing. The facility is now on a 24 hour fire watch. Mr. Ford indicated that his crew had placed 2" rigid insulation wedged up between the inside face of the exterior insulated metal wall panels and the wide flange roof beam. This reportedly significantly slowed cold air intrusion. See also attached report from Accel Fire.

Observed Conditions: Several ceiling tiles were removed in the Conference Room to allow for air circulation. Mr. Ford showed the cracked fittings that had been removed by Accel Fire. The thermal camera showed that the eave beam was warm; however, it was evident that the wide flange beam at the rake was extremely cold, likely due to missing insulation.



Fig. 2.1a. Replaced sprinkler fittings. Rigid insulation added between wall and wide flange beam.



Figures -2.1b and 2.1c. Exterior wall on rake end very cold above Conference Room.



Fig. 2.1d. Rake condition above Conference Room 102, as seen on April 3, 2014 Construction Observation Site Visit.



Fig. 2.1e. Eave condition on north end of building, as seen on April 3, 2014 Construction Observation Site Visit.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

Proposed Solution: Check that insulation has been installed as indicated in the Construction Drawings. See details A1/A5.01 and B1/A5.01. Add insulation where missing. If insulation cannot be applied from exterior, an interior approach may be possible. However, care must be taken to ensure that structural steel does not become a cold bridge. See also memo from AMC Engineers regarding building controls.

ISSUE 2.2, Cold concealed ceiling space above Vestibule 100 and associated frozen and burst piping.

Reported Problem: Same as Issue 2.1.

Observed Conditions: Same as Issue 2.1. In addition, it was noted that the wall separating Vestibule 100 from Corridor 101 was extended to the underside of the roof deck. This wall was shown in the construction drawings to terminate above the level of the ceiling, and then be open to other ceiling spaces above. (See Building Section A1/A3.01). The higher wall results in an enclosed space in which air cannot communicate to other ceiling spaces; this stagnant air puts wet piping further at risk of freezing because the arctic vestibule below and frequently open exterior doors results in a frequently cold room.

Proposed Solution: Same as Issue 2.2. In addition, cut and remove GWB from 1'-0" above level of ceiling at north wall of Corridor 101 to the underside of the roof for the full width of the corridor, allowing air to communicate between ceiling spaces.

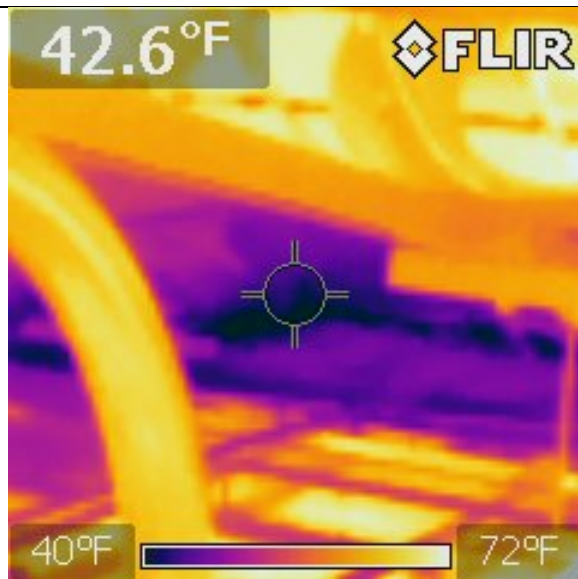


Fig. 2.2a. Eave condition above Vestibule 102. Note that it appears there is missing insulation at the transitions between soffit, wall, and roof.



Fig. 2.2b. Wall framing and drywall continues vertically above vestibule doors..



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 3, Leaking roofs at transition between roof levels.

ISSUE 3.1, Leaking Roof in Natatorium

Reported Problem: Roof leaks reported between Grids 2 and 1, B and G during precipitation concurrent with South winds. Facility Manager Stacey Reardon reports that the length of the “mega truss” on Grid 2 between Grids B and G leaks into the pool, and that water drips down the length of the exposed roof joists to Grid 1. She also indicated that the windows on the south wall between grids B and D, and D and E leaked at the head condition during the same rain/wind events. Mr. Arnold indicates that south winds are predominant during the summer months, which corresponds to the times that Ms. Reardon indicates the leaks occur.

Observed Conditions: small areas of rust were apparent at the lowest point of open web joists in the area reported to leak. It appears evident that rain water penetrates along Grid 2, migrates down the structure, and follows the path of the bottom chords of trusses towards the south wall of the building. It is very likely that the windows do not leak, but instead, are subject to this same roof leak following the path of the joists, which then drips through the ventilated plenum assembly, and manifests itself at the head condition of the windows. I could not access the roof to see the condition of wall panels, roofing, or flashings.

Note: rust was also noted on Column A:1. The source of this is unknown.

Proposed Solution: Inspect the roof and high wall assembly for obvious gaps in the transition between the high wall and the roof assembly. Specifically, check the condition and presence of flashing, self-adhered membrane, and foam closure as indicated in Detail D2/A5.01 of the Construction Drawings. If these items are present, it seems probable that wind-driven rain is being pushed through the foam closure and into the ventilated roof assembly below. If so, the flashing should be extended and an addition foam closure should be added. See revised detail D2/A5.01, shown in Figure 3.1f below. Clean areas of rust and apply touch-up paint to prevent further corrosion. Replace damaged GWB near Grid G:2.



Fig.3.1a. Small areas of rust on open web joists and wide flange, associated with leaking roof.



Figures -3.1b Rust noted on Column A:1.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report



Fig. 3.1c. Efflorescence on CMU and Grout near Pool Equipment Storage



Fig. 3.1d. Damaged GWB at bulkhead near Grid G:2.



Fig. 3.1e. Cracked tile in soffit of window well. Cracks may be associated with water damage, but may also be associated with building movement. Monitor for further movement.

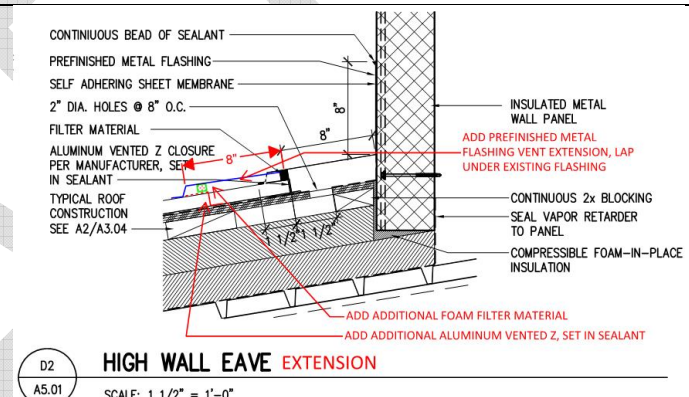


Fig. 3.1f. Extend highwall eave flashing. Add additional vented z closure and additional foam closure.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 3.2, Leaking roof in Fitness and Exercise rooms

Reported Conditions: Similar to Issue 3.1, except that leaks on the north side of the building occur during precipitation concurrent with North winds. These leaks are reported to occur much less frequently than those in the Natatorium. Mr. Arnold indicates that the north winds are predominant during winter months, and Ms. Reardon confirmed that the leaks occur primarily during winter rains and winter snow melts. Leaking has been reported on either side of the wall separating Gallery 105 from Fitness Room 106 and Exercise Room 107

Observed Conditions: Same as Issue 3.1. Windows in these rooms have not been reported to leak. Note that one fire alarm device in Exercise Room 107 shows signs of water intrusion in the strobe.

Proposed Solution: Same as Issue 3.1. Also, check the affected fire alarm device and replace if inoperable. We also suggest adding a temporary piece of flashing “uphill” from the fire alarm to divert drip water away from fire alarm until the roof leaks can be fixed.



Fig. 3.2a. Damaged strobe/annunciator. Inspect to ensure it is still operational and replace if not. Install metal flashing to divert leaking from causing further damage.

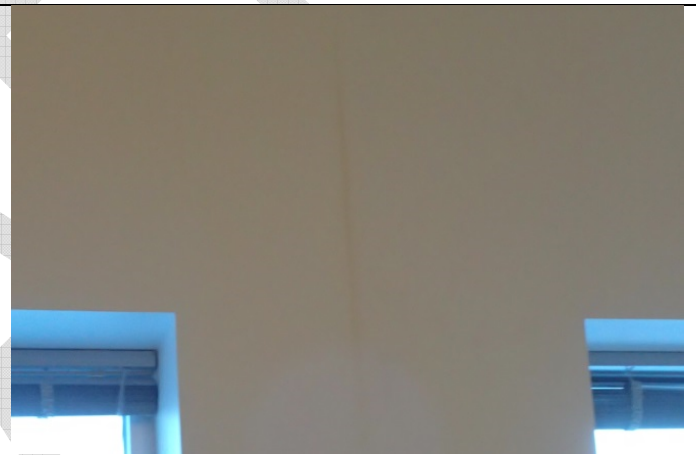


Fig. 3.2b. Minor water damage noted between windows in Exercise Room.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

ISSUE 4, Cold air penetration along rake end of high-wall.

Reported Conditions: Several City of Bethel personnel indicated a “cloud” or “weather system” that occurred at the Natatorium ceiling in the area of Grid G:2 last winter. Apparently cold air was entering the building, and the warm humid interior air was condensing and creating mist. Maintenance personnel reported that they had added significant amounts of insulation to the interior side of the high wall along Grid G between Grids 2 and 3, and that has prevented this condition from occurring since.

Observed Conditions:

- East Side: the added insulation could be seen between wall framing. At Grid G:2, water damage was evident in the form of bubbling paint and efflorescence in the CMU.
- West Side: although no problems have been reported, it was evident with the thermal camera that the transition between the low roof and the high wall was significantly colder than the surrounding roof and wall construction.

Proposed solution: (Applies to both west and east high walls). Inspect roof flashings and membranes for weather-tight and air-tight construction, and repair any damage found. Supplemental insulation may be needed: install closed-cell foam insulation on the interior side of the low roof to high wall transition for full length of high walls. Check for similar conditions on the north side of the building. See proposed detail in Figure 4c.

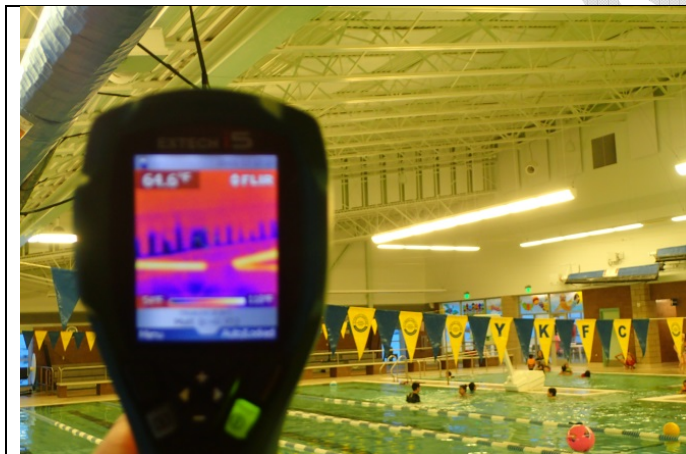


Fig. 4a. Very cold roof:high wall transition

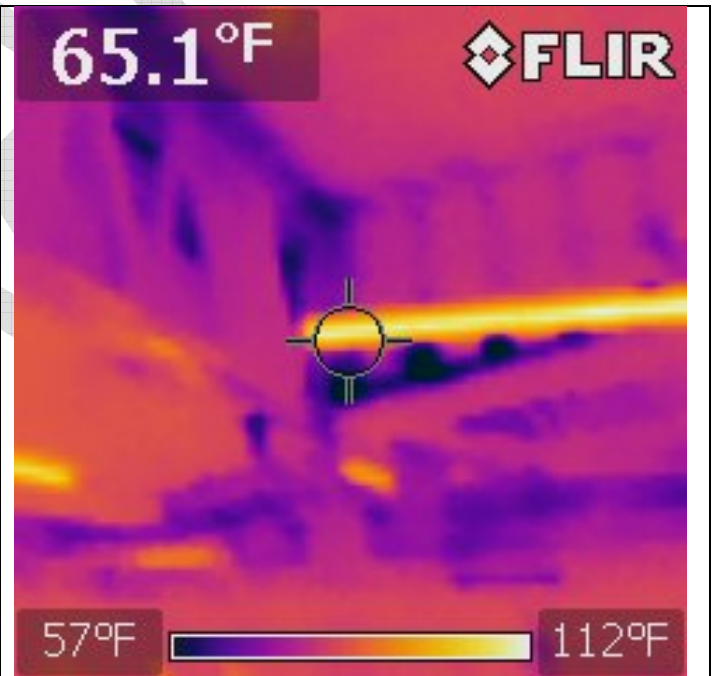


Fig. 4b. Roof to High wall transition at Grid B:2



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

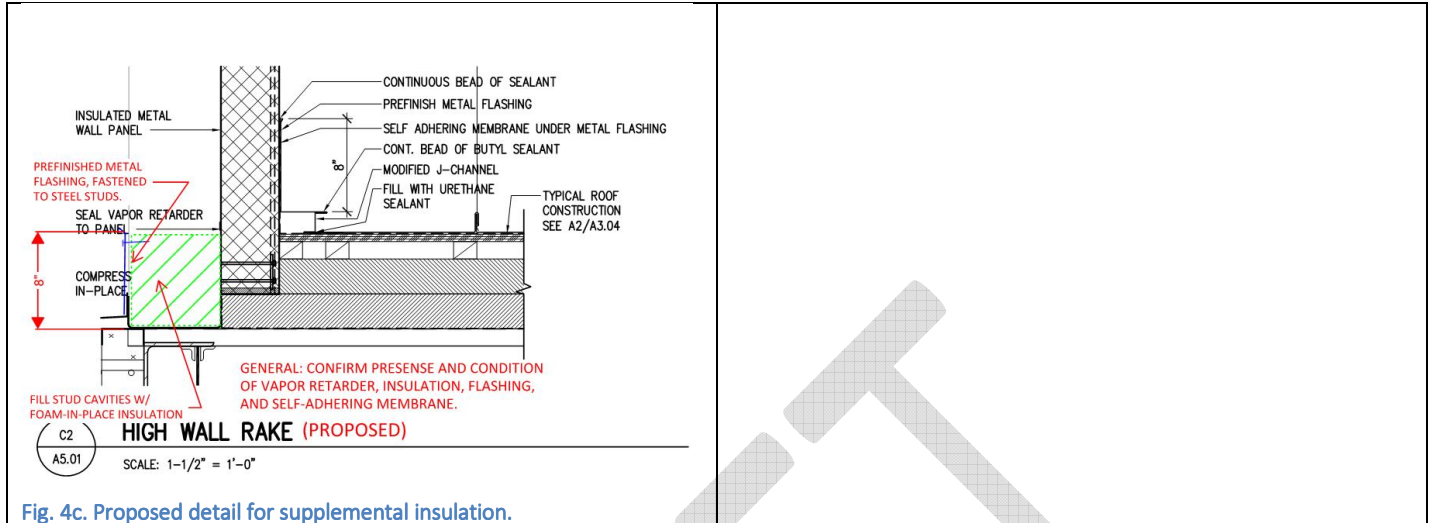


Fig. 4c. Proposed detail for supplemental insulation.

ISSUE 5, Problem: staining on tiles near spa.

Reported Conditions: none.

Observed Conditions: Standing water on the deck of the Viewing Area from the Spa pool covers has resulted in stained tile and grout on the viewing area deck. Mildew was seen on the floor tile indicating that standing water in this location is common. Rust staining was seen in the inset area of tile on the spa wall, and staining continued up the surface of the wall.

Proposed Solution: Clean mildew from tile and grout. Monitor rust staining for advancement. Develop operational protocols to a) place wet pool covers on an area of the deck with positive drainage, and b) use a squeegee to remove standing water from the Viewing Area deck.



Fig. 5a. Pool cover results in standing water, staining of tile and grout, and saturation of concrete deck to rebar below.



Figures -5b: detail of staining.



City of Bethel Yukon-Kuskokwim Fitness Center Leak Investigation and Mitigation Report

CONCLUSIONS

The Yukon-Kuskokwim Fitness Center is an important asset for the City of Bethel and the surrounding region. Although it is a relatively new facility, it is normal for a building to show flaws for a variety of reasons. This report is intended to suggest solutions to ensure the building's longevity and usefulness.

The YKFC is a necessarily complicated building. The pool creates a difficult interior environment to manage; the harsh exterior environment and its seasonal extremes must be handled; the fragile permafrost that it sits on must be protected; and most importantly, the building must be inviting and welcoming, giving its users and staff a healthy environment to continue their recreational and lifesaving mission. The challenges that these factors pose were visible in our site visit, and it's important that they be mitigated.

Simply put, the building must keep the difficult exterior outside so that it can effectively manage its interior environment. As such, we recommend that the City of Bethel and its personnel prioritize these repair, maintenance, and operational tasks.

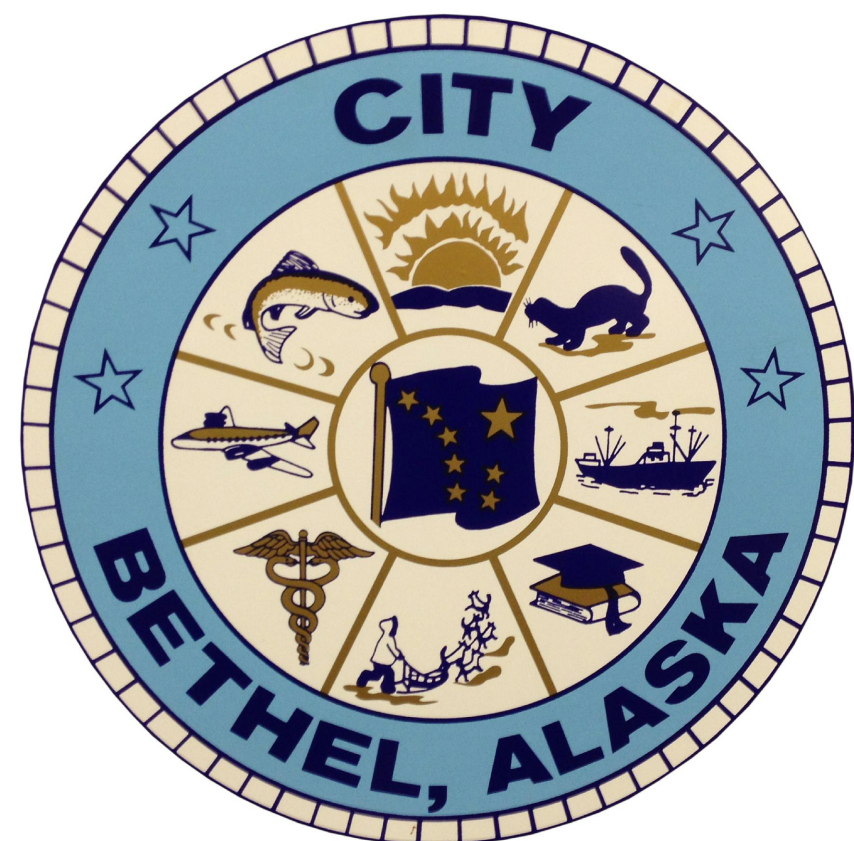
Please review this report as well as the referenced reports that follow. Please don't hesitate to contact Architects Alaska if you have any questions or concerns.

Regards,

Steve Schell

Encl:

- *Pool Building Report* by City of Bethel Facilities and Property Foreman, Corbin Ford
- *Memo* by AMC Engineers Mechanical Engineer, Mark Langberg
- *Daily Work Log* by Accel Fire Systems



CITY OF BETHEL

YUKON KUSKOKWIM FITNESS CENTER

REPAIRS

BETHEL, ALASKA

35% DESIGN SUBMITTAL

Project No: 18020.05

Issue Date: 6/19/2020



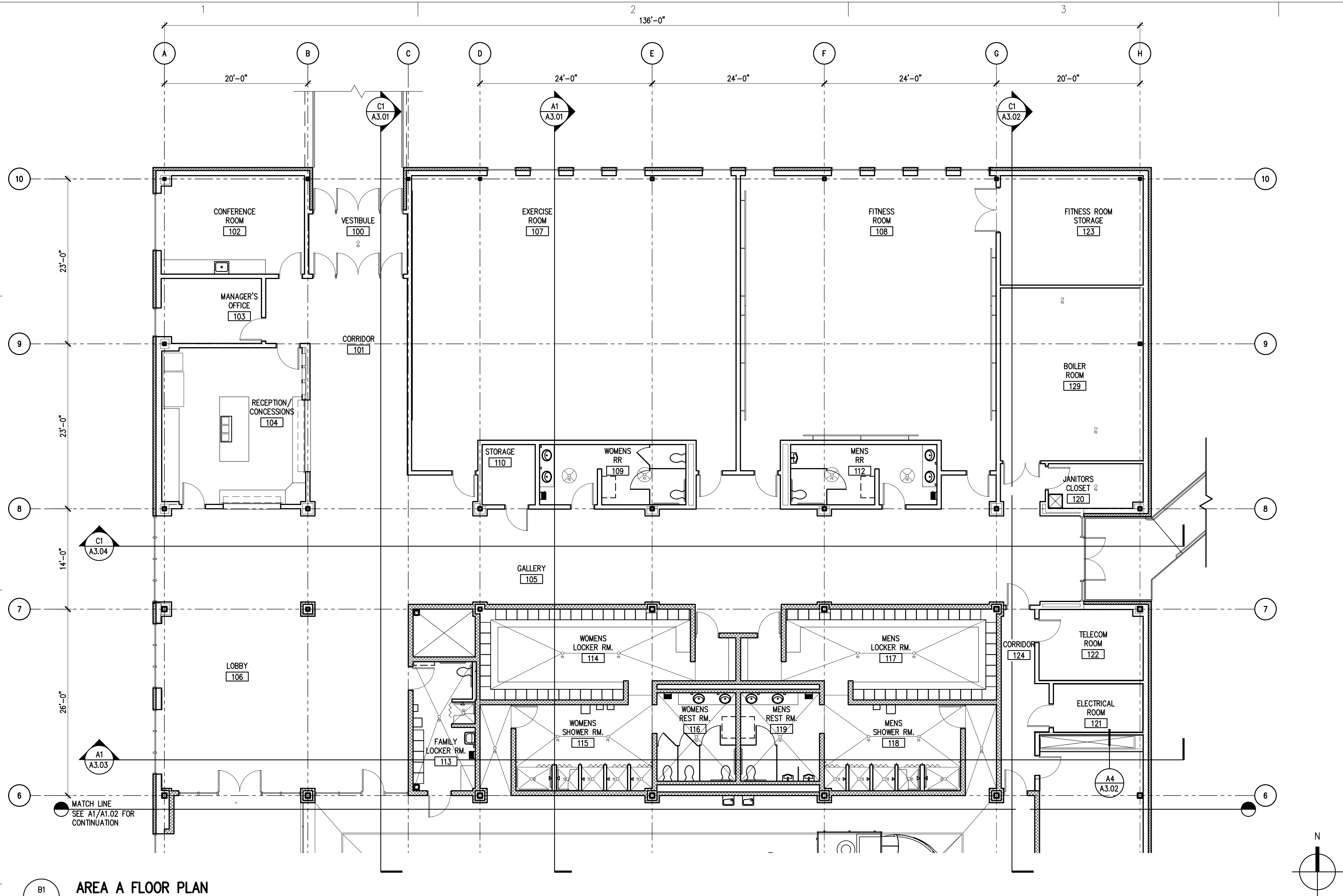
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MECHANICAL ENGINEERING

AMC ENGINEERS
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B1
A1.01
AREA A FLOOR PLAN
SCALE: 1/8" = 1'-0"

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Bethel, Alaska

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Sheet Contents FIRST FLOOR AREA A

Category A	Sheet No. 1.01
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YUKON KUSKOKWIM FITNESS CENTER

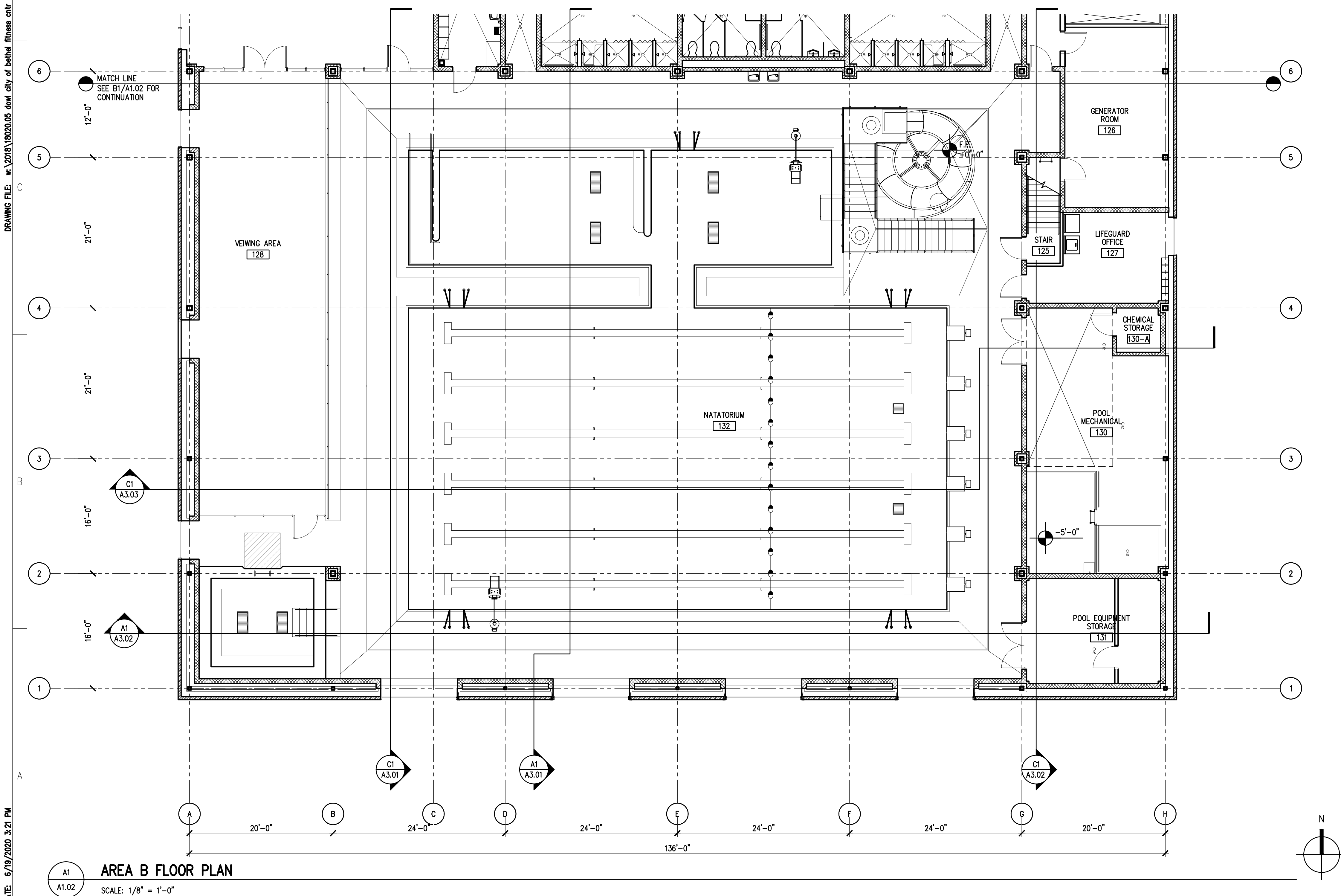
REPAIRS AND UPGRADES

Bethel, Alaska

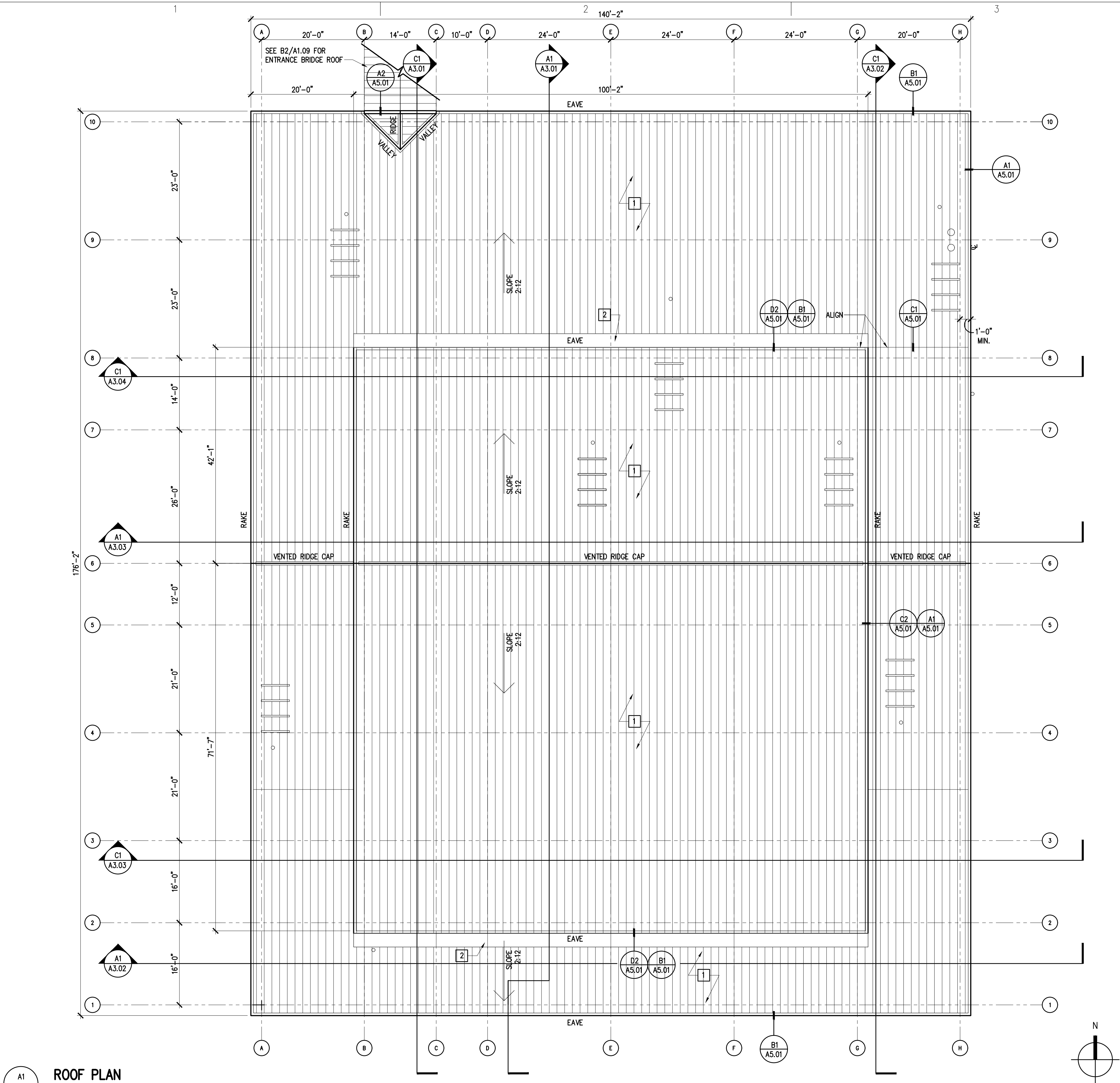
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Sheet Contents
FLOOR PLAN
AREA B

Category	Sheet No.
A	1.02



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ROOF PLAN
SCALE: 3/32"= 1'-0"

ROOF PLAN SHEET NOTES

1 (E) METAL ROOFING, SEE A2/A3.04 FOR ROOF ASSEMBLY

2 EXTEND HIGH WALL FLASHING

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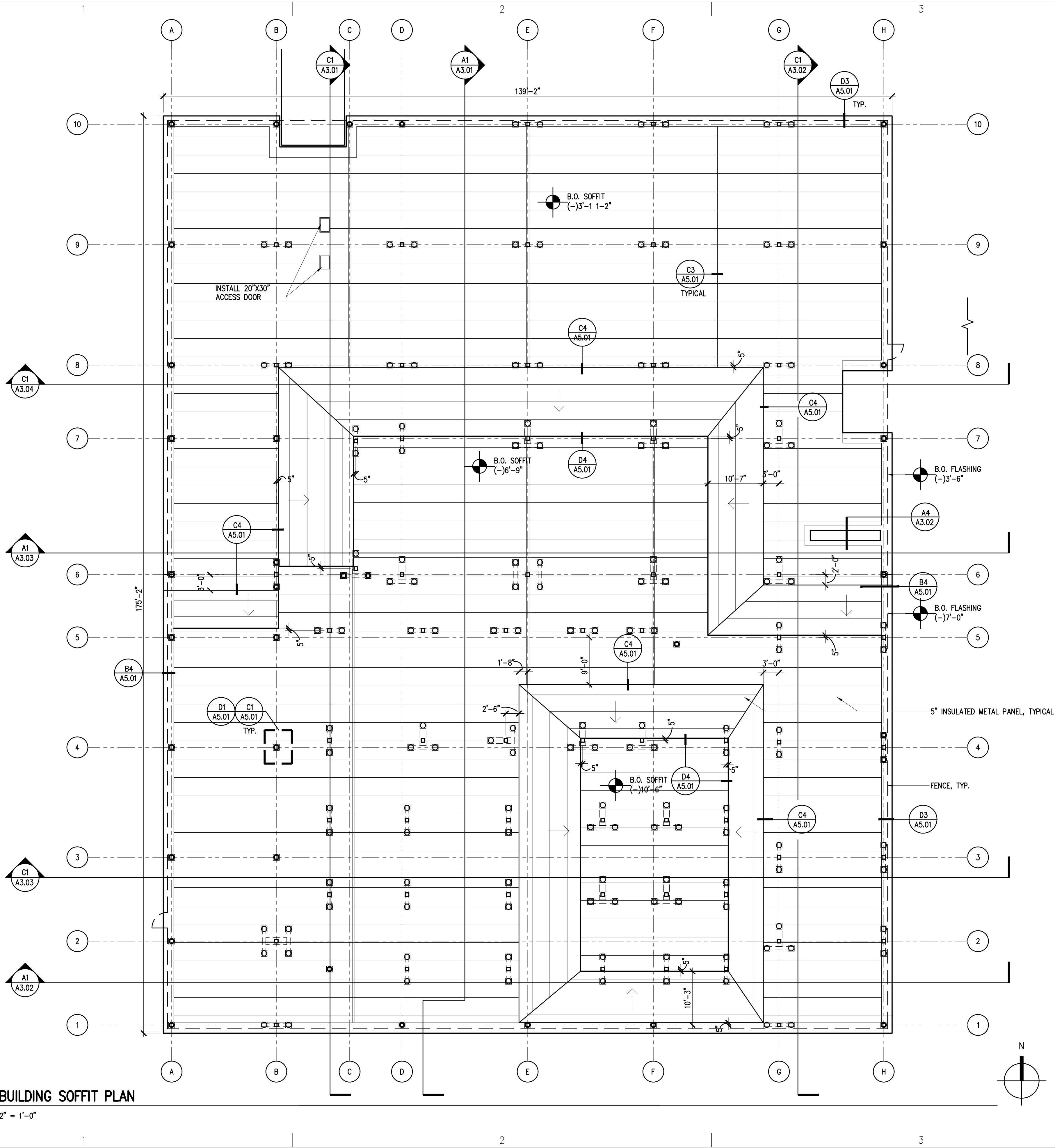
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A1
A1.08

UNDERBUILDING SOFFIT PLAN

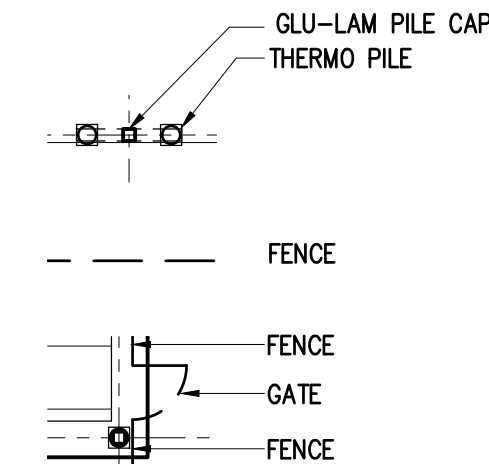
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GENERAL NOTES:

- ELEVATIONS SHOWN HERE ARE FROM FINISH FLOOR
- EXISTING FENCING TO REMAIN, PROTECT FROM DAMAGE.
- INSPECT INSULATION AT EACH PILE CAP, TYP. WHERE INSULATION IS LACKING, INSTALL PER DETAIL D1/A5.01 WHERE GAPS BETWEEN SOFFIT PANELS AND PILE CAPS ARE LESS THAN 0'-1" AND DETAIL C1/A5.01 WHERE GAPS BETWEEN SOFFIT PANELS AND PILE CAPS ARE GREATER THAN 0'-1".
- VERIFY PRESENSE AND CONTINUATION OF BUTYL SEALANT AT EACH SOFFIT PANEL JOINT, TYP. WHERE SEALANT IS MISSING, INSTALL PER INSULATED PANEL MANUFACTURER'S RECOMMENDATIONS.

LEGEND



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No.	Description	Date

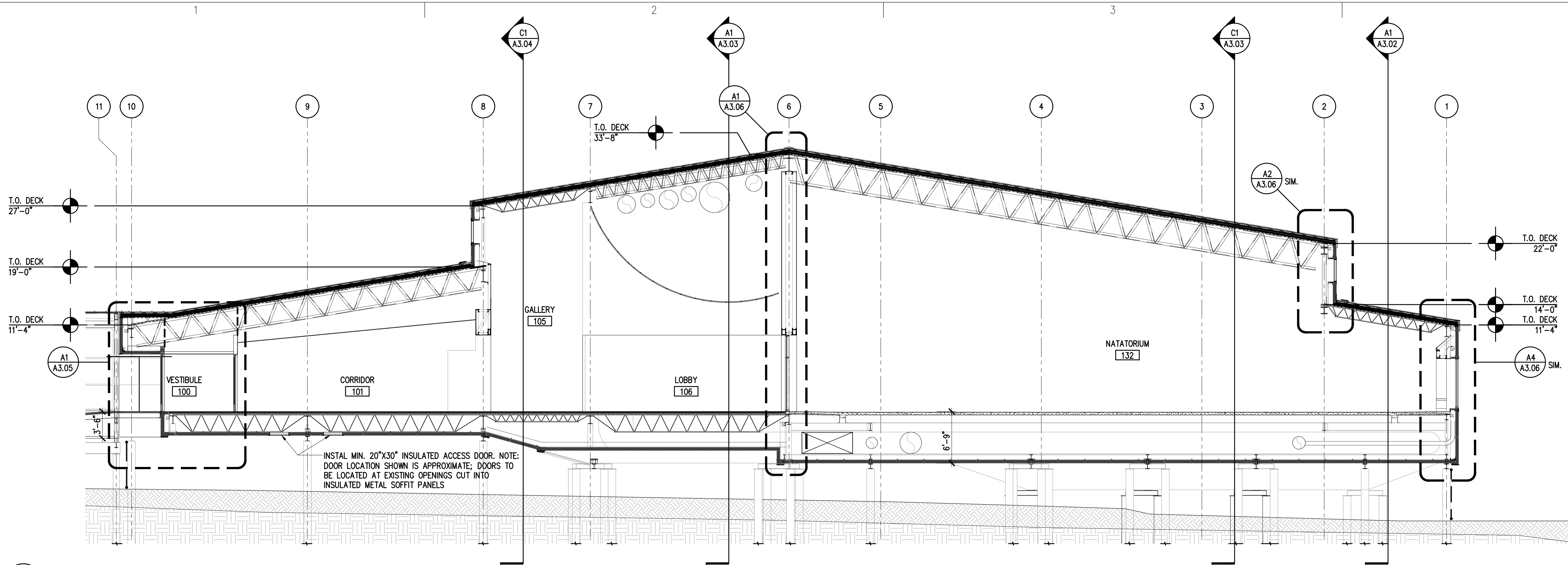
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Checked DLM	Job No. 18020.05

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UNDER-BUILDING SOFFIT PLAN

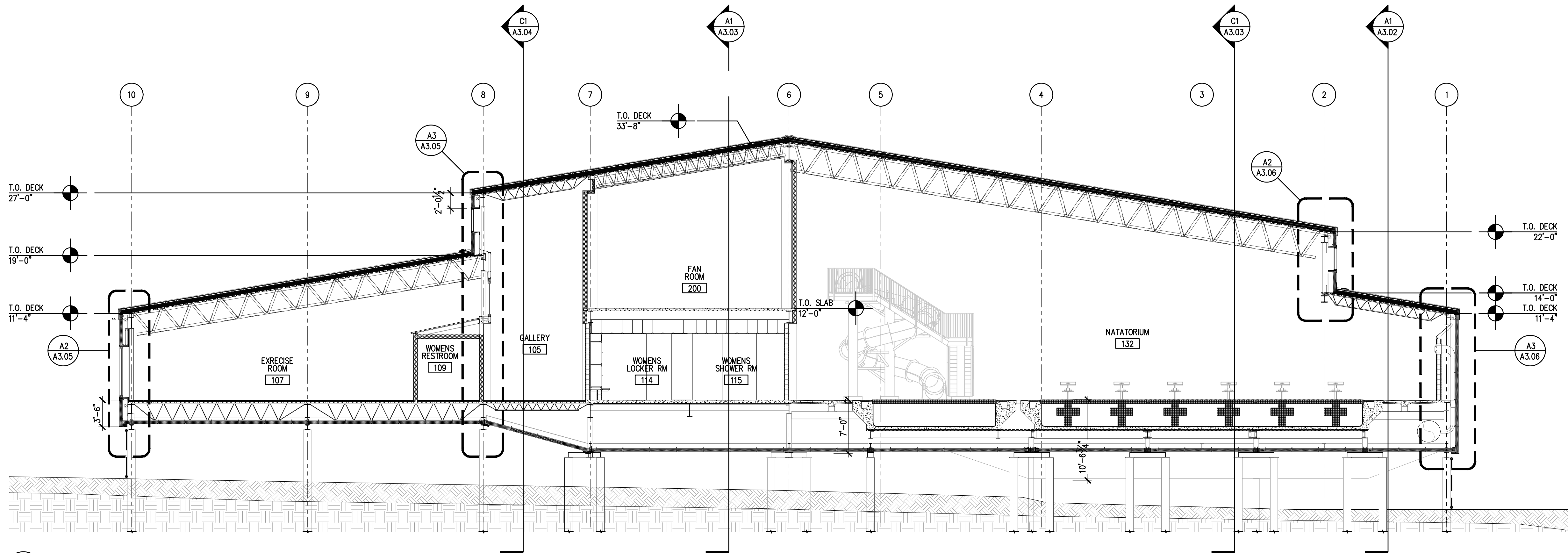
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C1
A3.01
BUILDING SECTION
SCALE: 1/8" = 1'-0"



A1
A3.01
BUILDING SECTION
SCALE: 1/8" = 1'-0"



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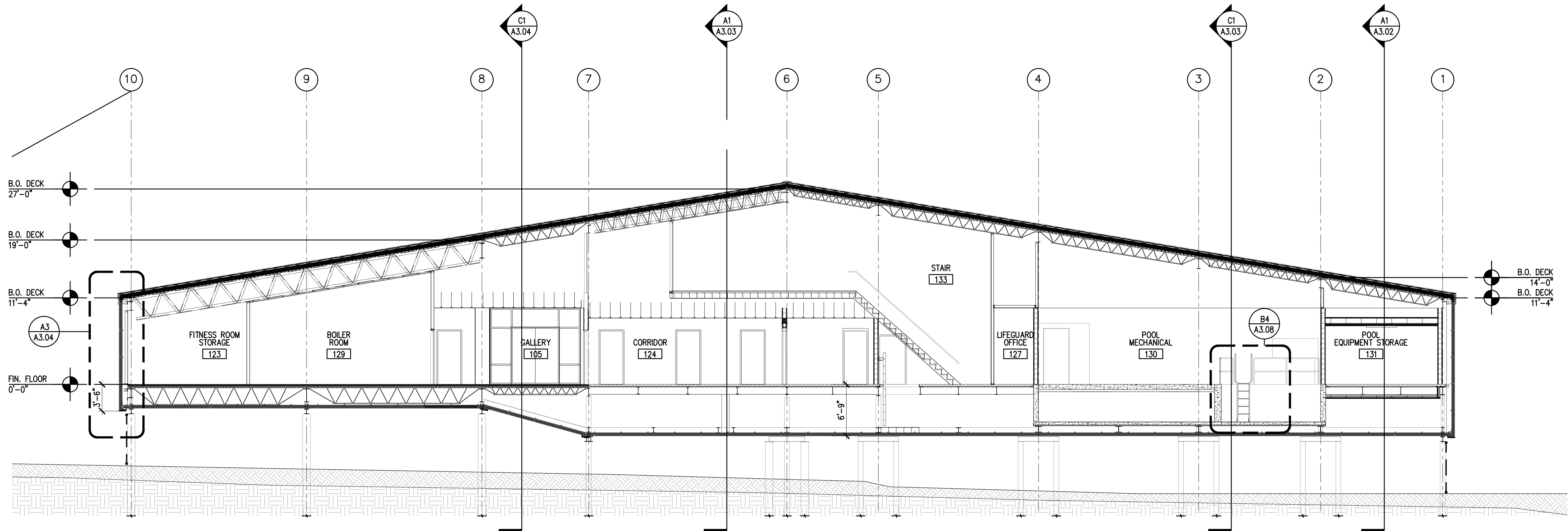
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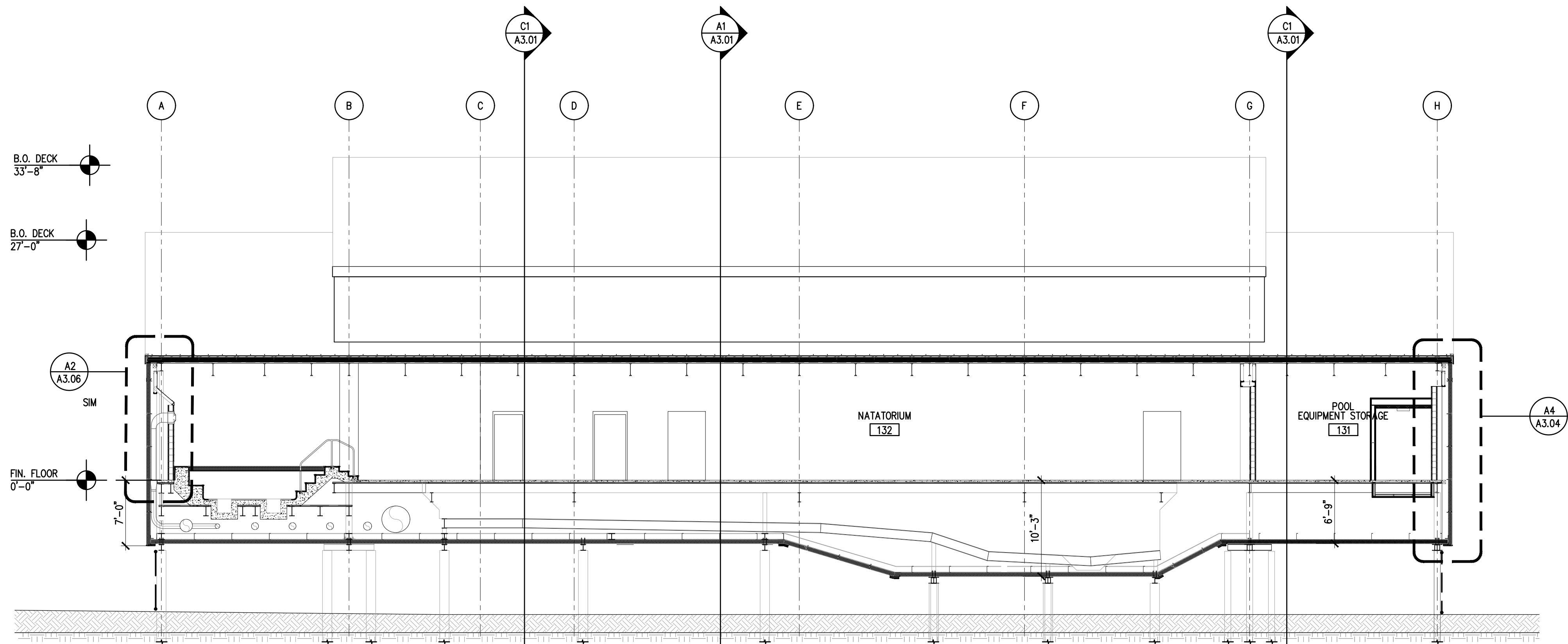
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BUILDING SECTIONS

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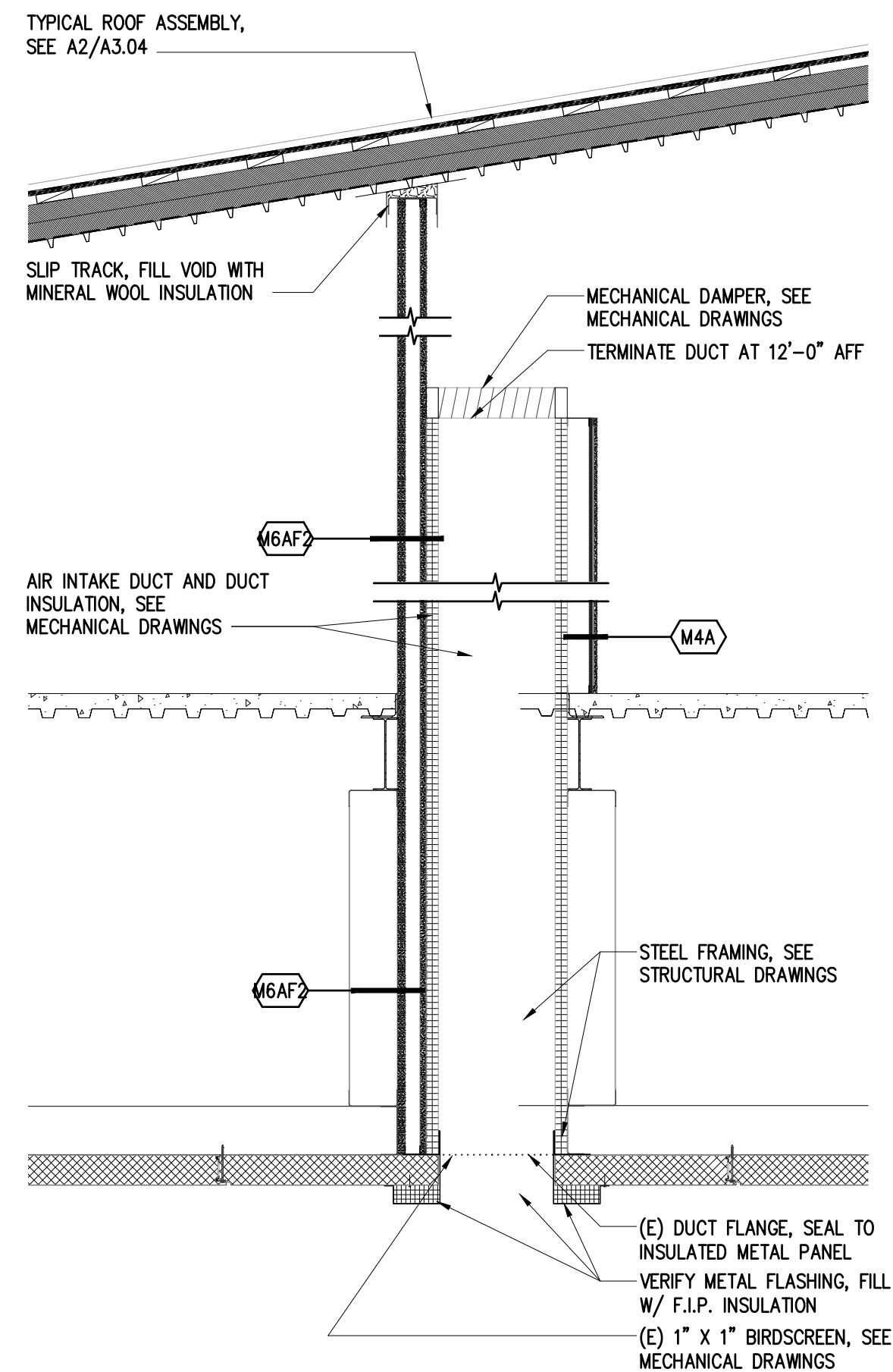
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BUILDING SECTION
SCALE: 1/8" = 1'-0"



BUILDING SECTION
SCALE: 1/8" = 1'-0"



WALL SECTION
SCALE: 1/2" = 1'-0"



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No.	Description	Date

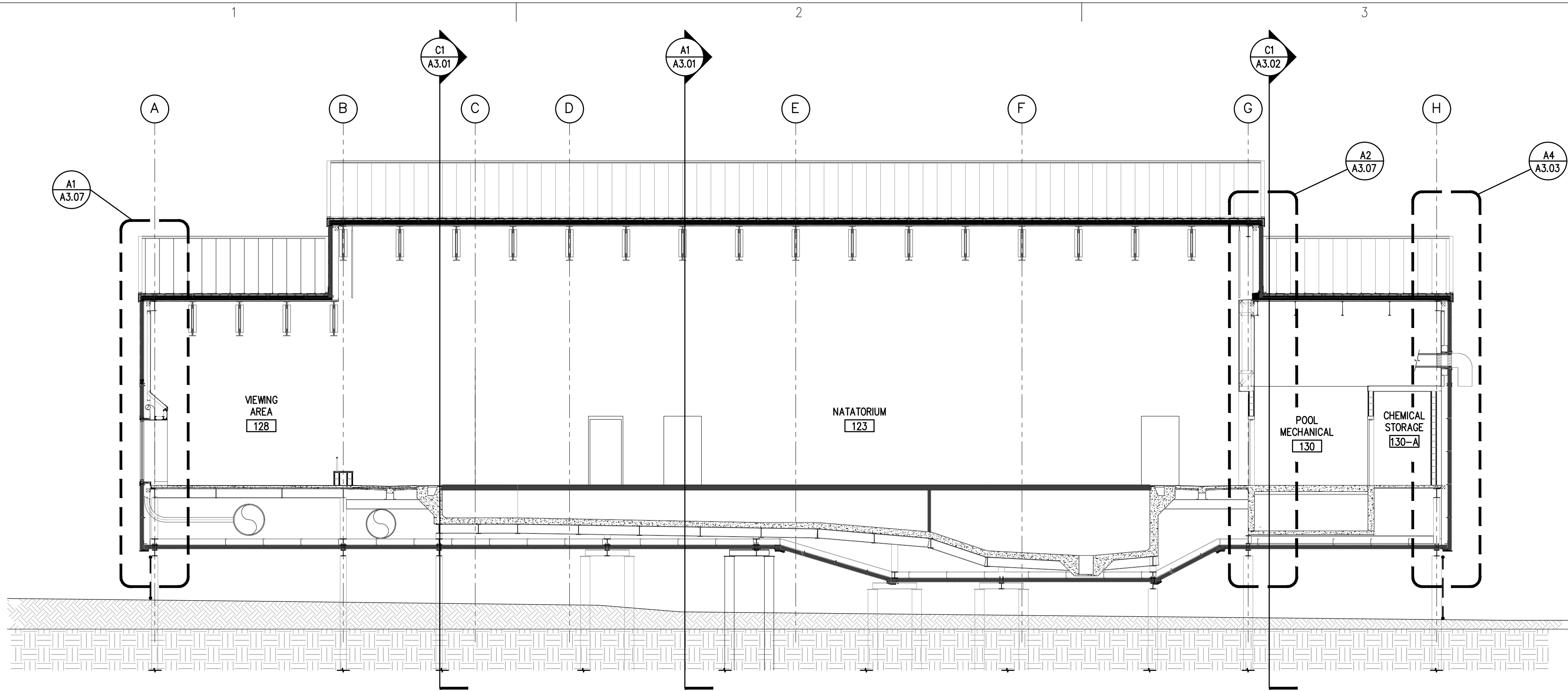
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WALL SECTION

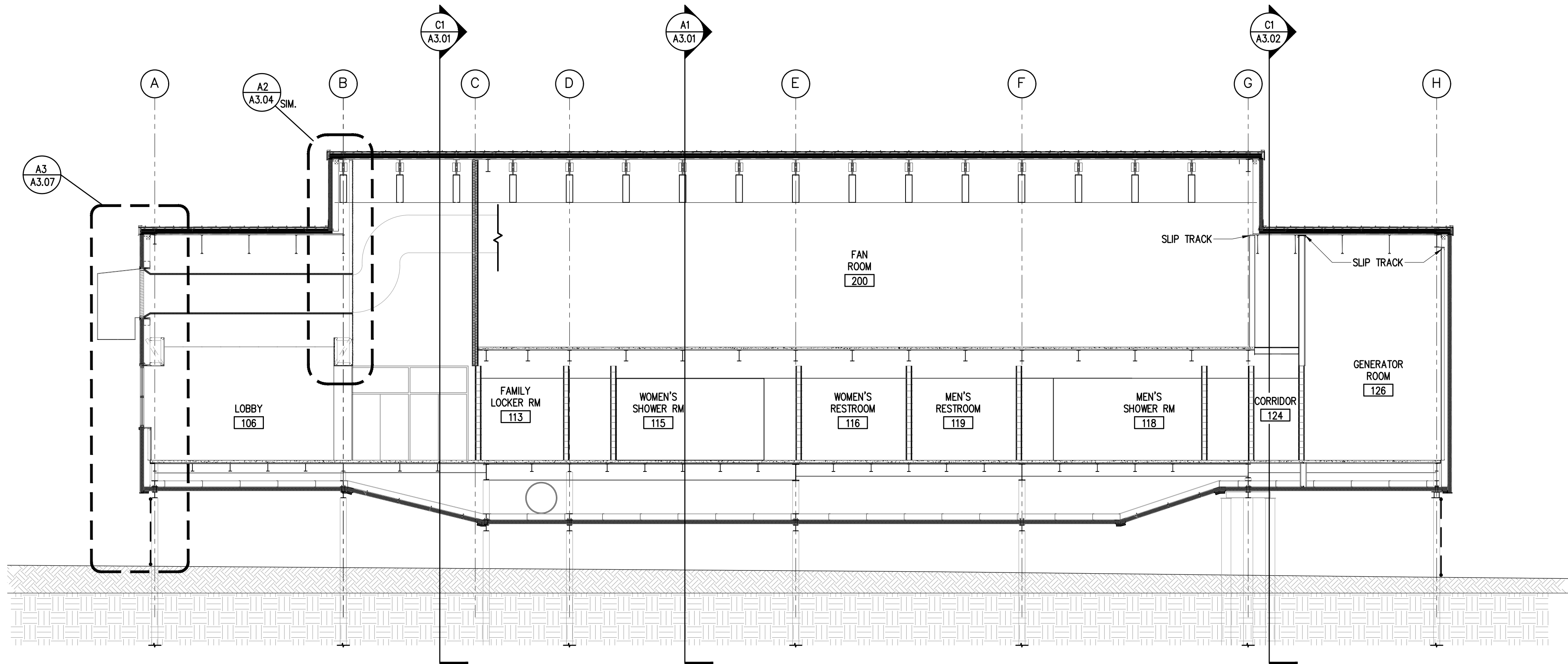
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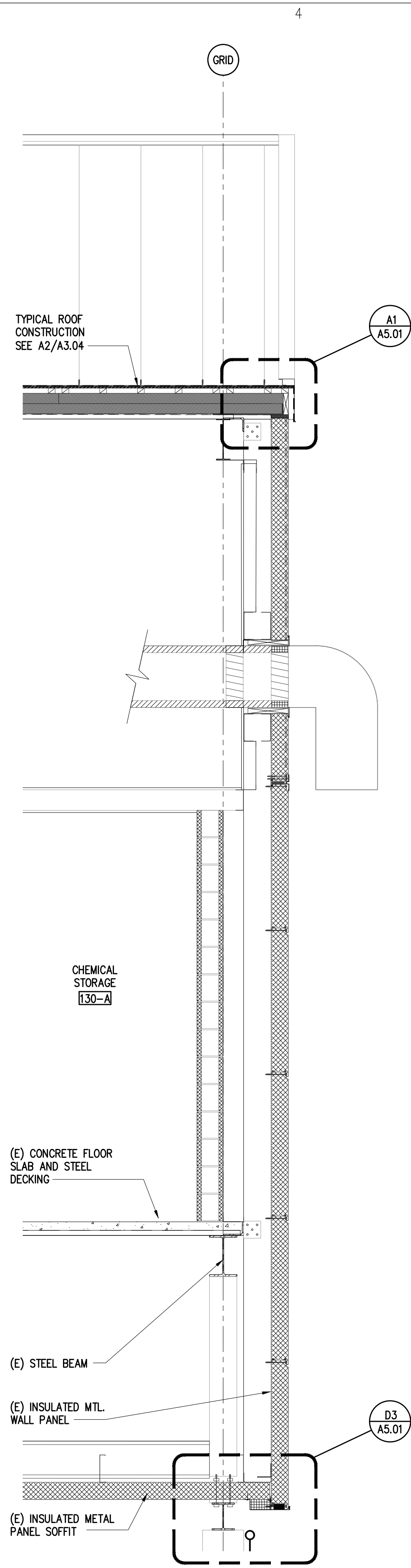
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BUILDING SECTION
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BUILDING SECTION
SCALE: 1/8" = 1'-0"



WALL SECTION
SCALE: 1/2" = 1'-0"

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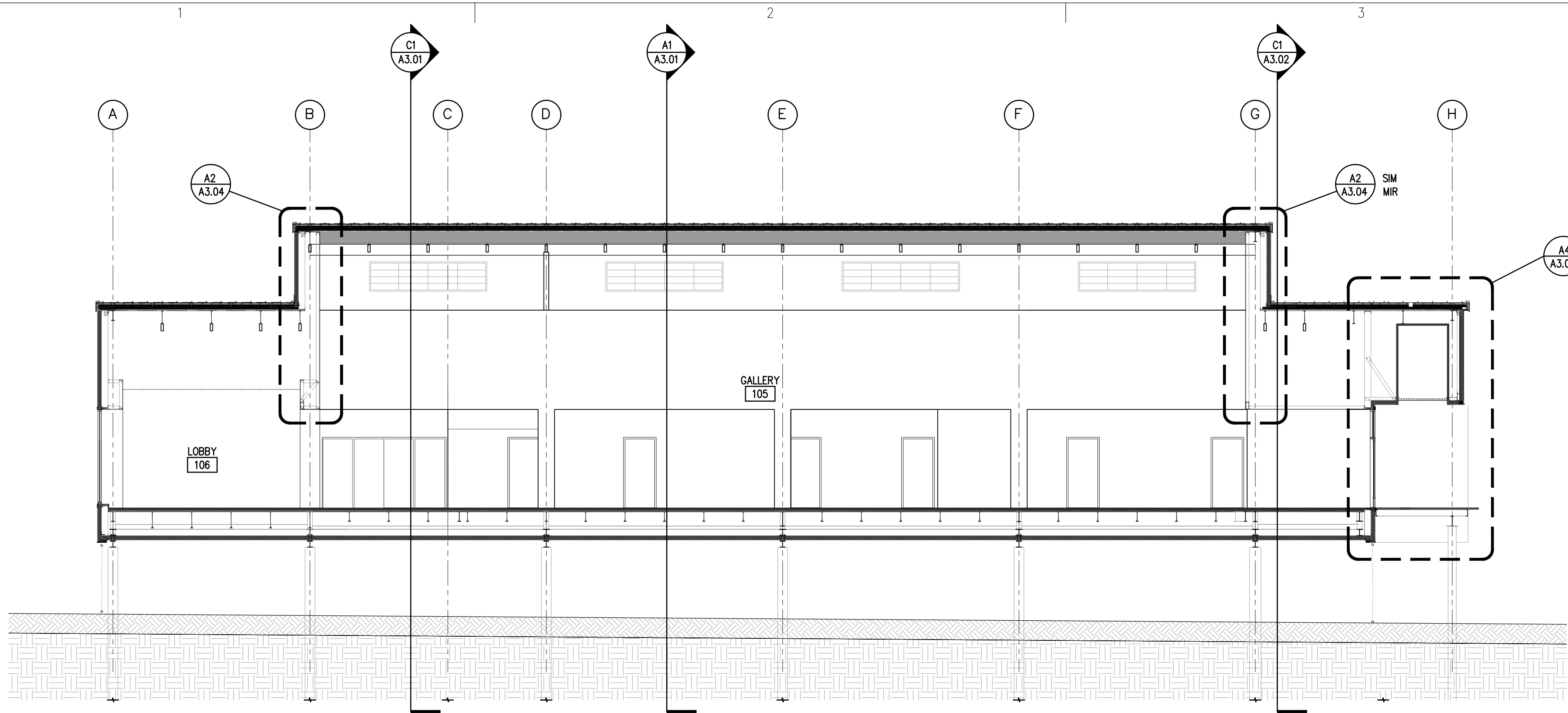
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Checked XXX	Job No. 18020.05

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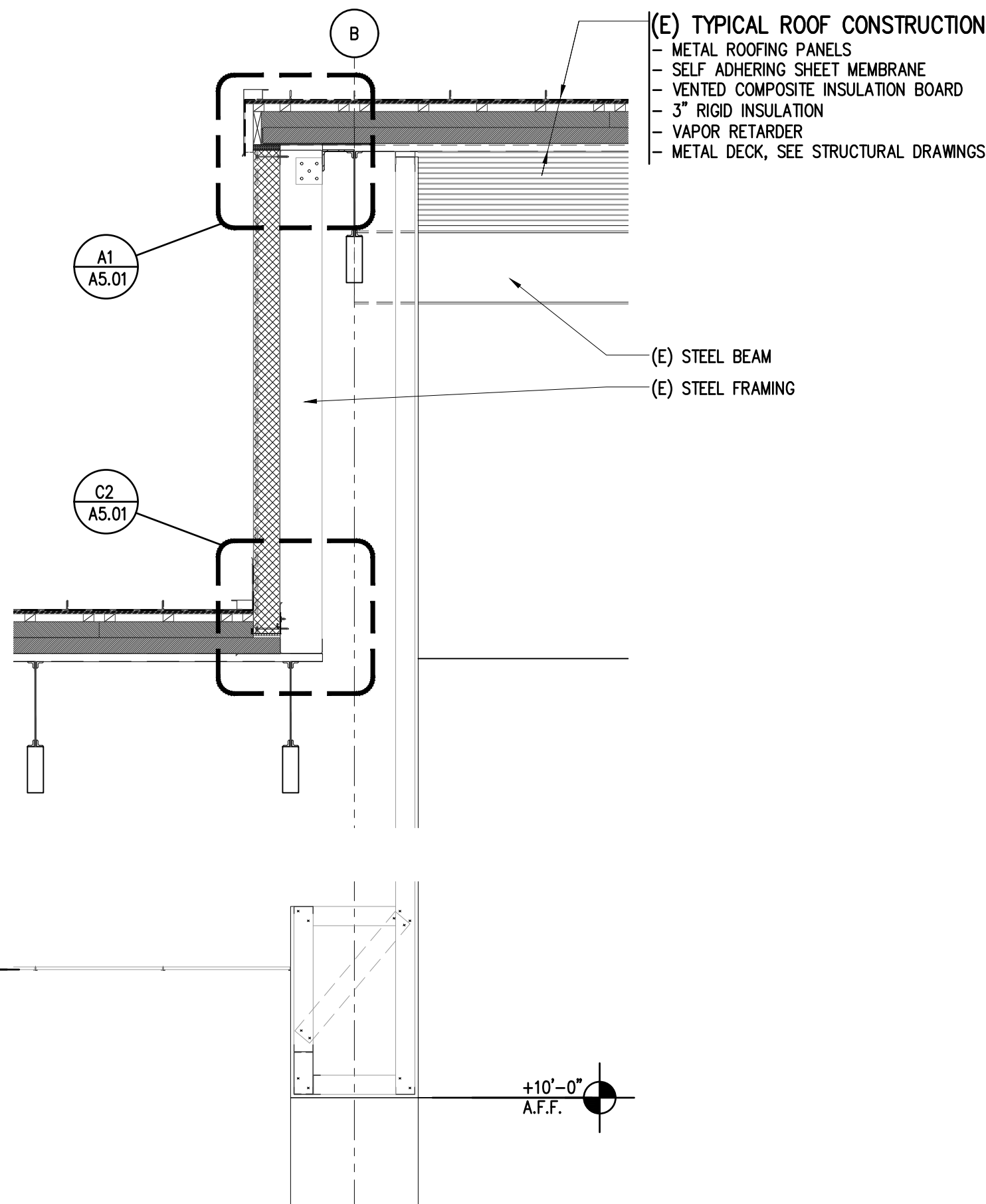
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C1
A3.04

BUILDING SECTION

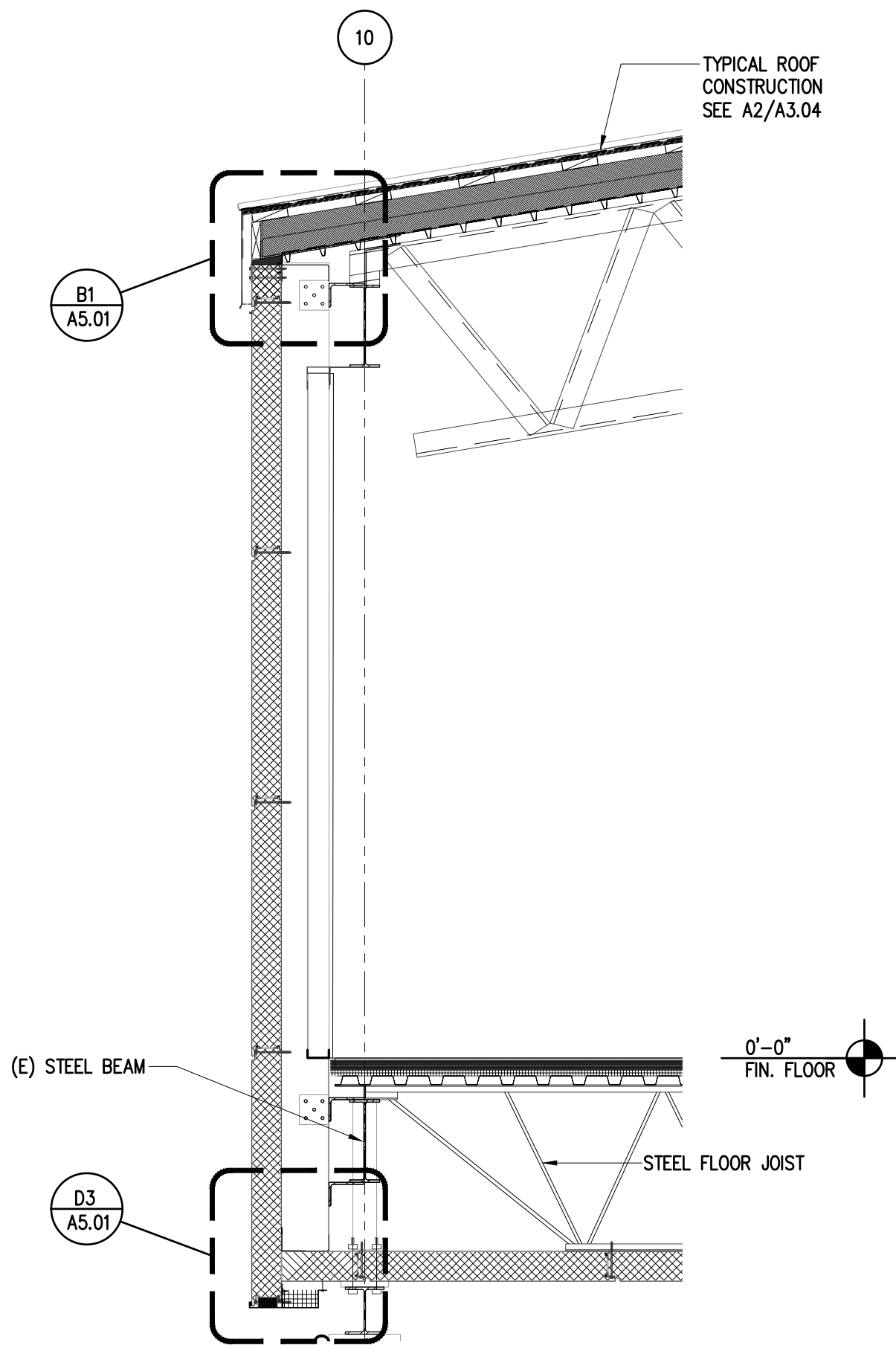
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A2
A3.04

WALL SECTION

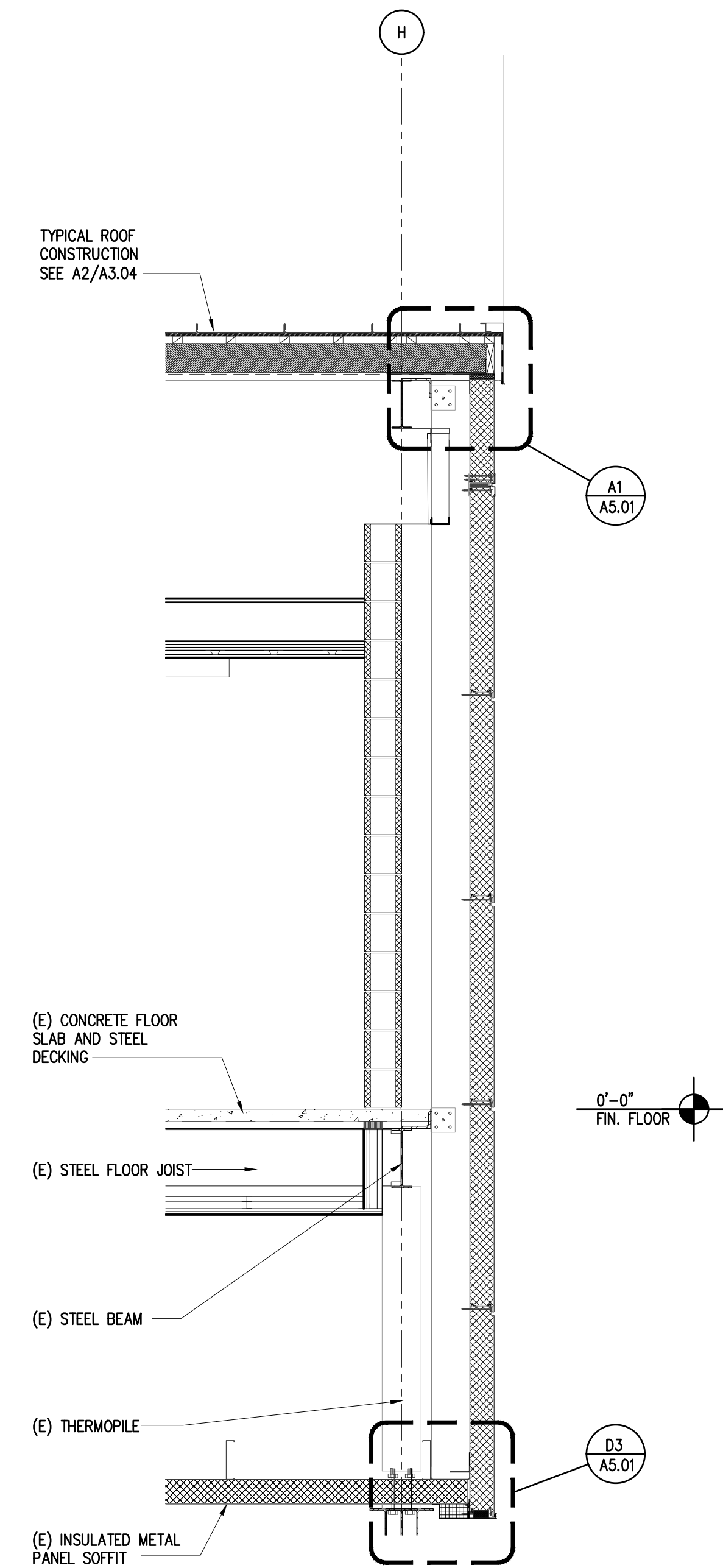
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A3
A3.04

WALL SECTION

SCALE: 1/2" = 1'-0"



A4
A3.04

WALL SECTION

SCALE: 1/2" = 1'-0"

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Revisions		
No.	Description	Date

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Sheet Contents
BUILDING SECTION AND
WALL SECTIONS

Category	Sheet No.
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PLOT DATE: 6/19/2020 3:22 PM

city of bethel fitness ctr repair plan & design svcs\dwg\18020.05 a3.05 - wall sections.dwg

1 2 3 4

10

(E) ROOF JOIST,

TYPICAL ROOF CONSTRUCTION
SEE A2/A3.04

CUT AND REMOVE GWB ABOVE CEILING
FOR FULL WIDTH OF VESTIBULE

VESTIBULE
100

1'-0"

D3
A5.01
SIM.

A1
A3.05

WALL SECTION

SCALE: 1/2" = 1'-0"

1

10

TYPICAL ROOF CONSTRUCTION
SEE A2/A3.04

(E) INSULATED METAL
WALL PANEL, TYPICAL

(E) STRUCTURAL STUD
FRAMING

INSPECT FULL LENGTH OF (E) ROOF TRUSSES FOR
RUST AND/OR STAINING. WHERE FOUND, CLEAN AND
APPLY TOUCHUP PAINT MATCHING EXISTING PAINT.

(E) ROOF JOIST

(E) COLUMN BEYOND,

EXERCISE
ROOM
107

1'-0"

B1
A5.01

(E) STEEL BEAM

(E) STEEL FLOOR JOIST

D3
A5.01
SIM.

(E) THERMOPILE

(E) INSULATED METAL
SOFFIT PANEL

A2
A3.05

WALL SECTION

SCALE: 1/2" = 1'-0"

2

8

TYPICAL ROOF
CONSTRUCTION
SEE A2/A3.04

B1
A5.01

(E) STEEL ROOF JOIST

(E) STEEL BEAM

(E) STEEL FRAMING

(E) STEEL COLUMN

D2
A5.01

TYPICAL ROOF
CONSTRUCTION
SEE A2/A3.04

(E) STEEL ROOF JOIST

1'-0"

WOMENS
RESTROOM
109

GALLERY
105

(E) HYDRONIC HEATING

(E) STEEL FLOOR JOIST

(E) INSULATED METAL
PANEL SOFFIT

(E) THERMOPILE

A3
A3.05

WALL SECTION

SCALE: 1/2" = 1'-0"

3

4



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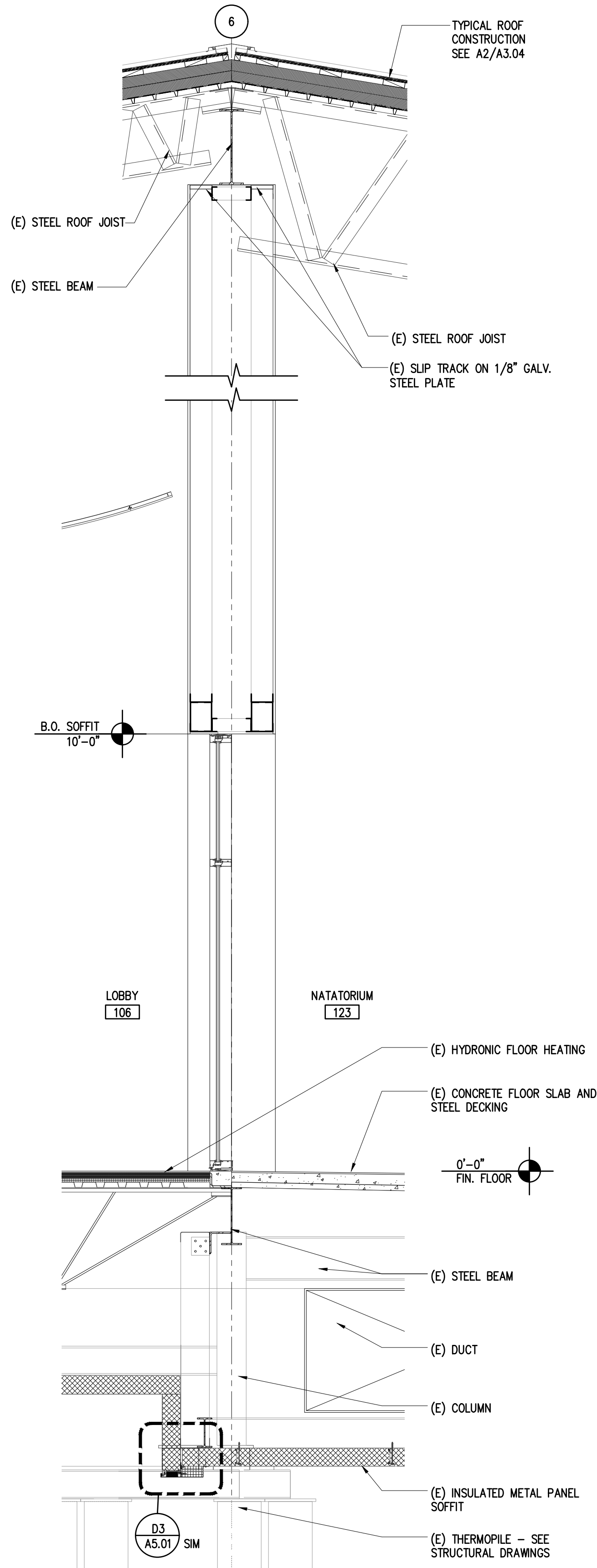
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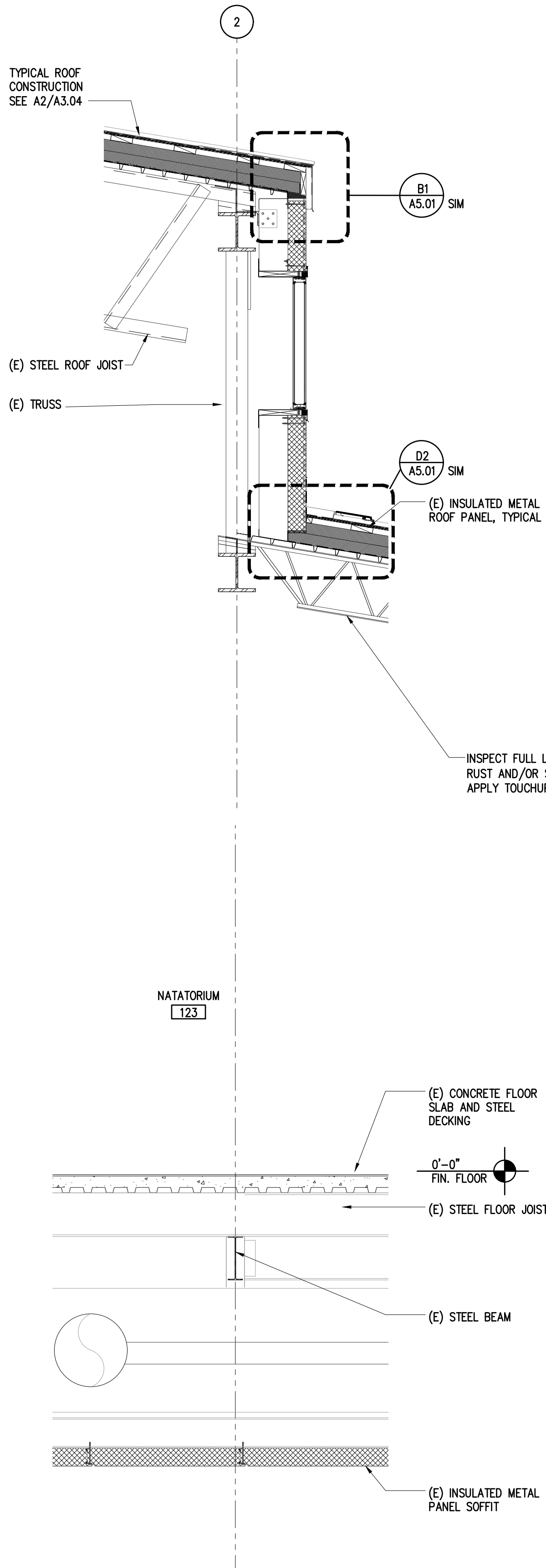
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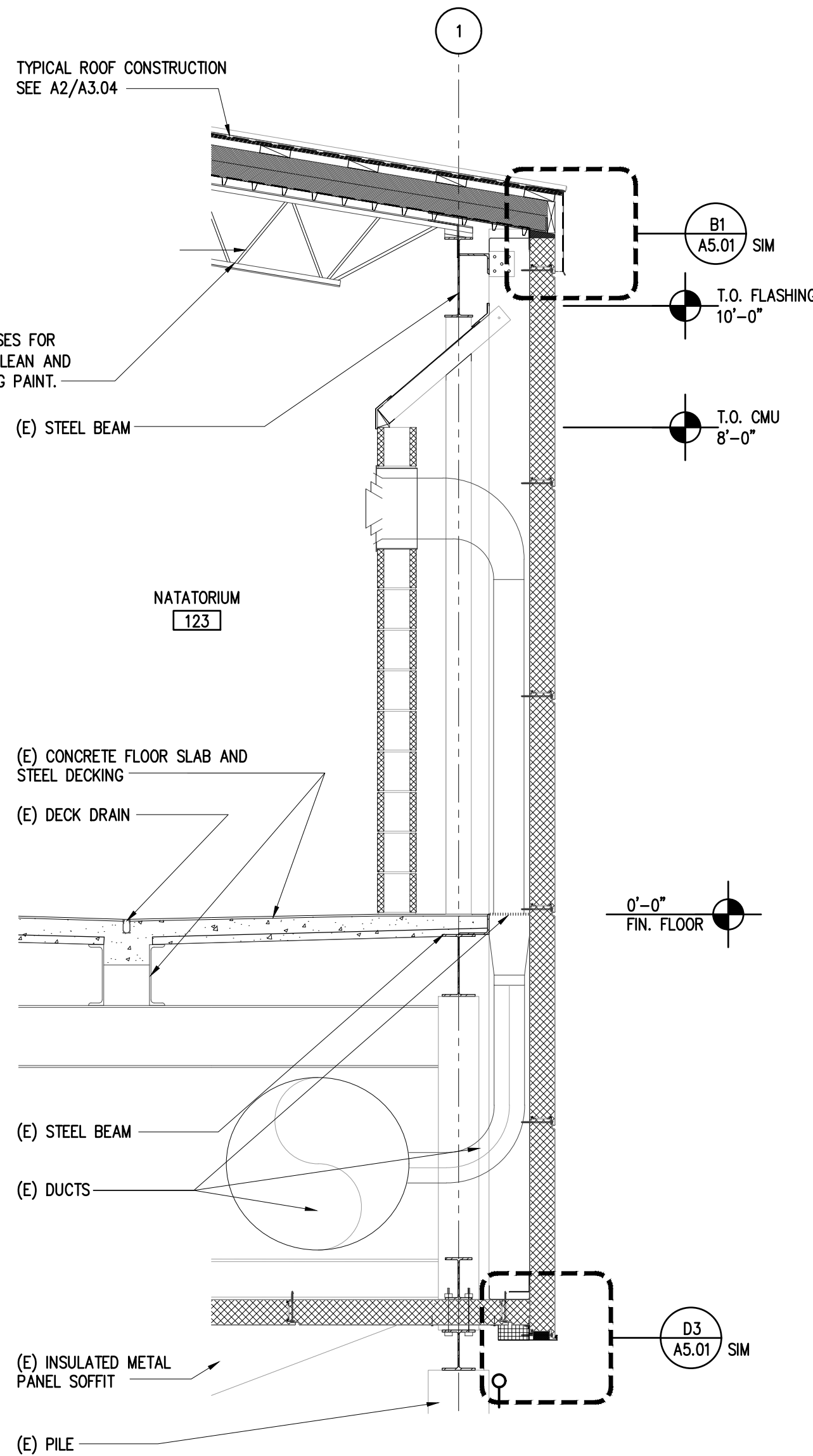
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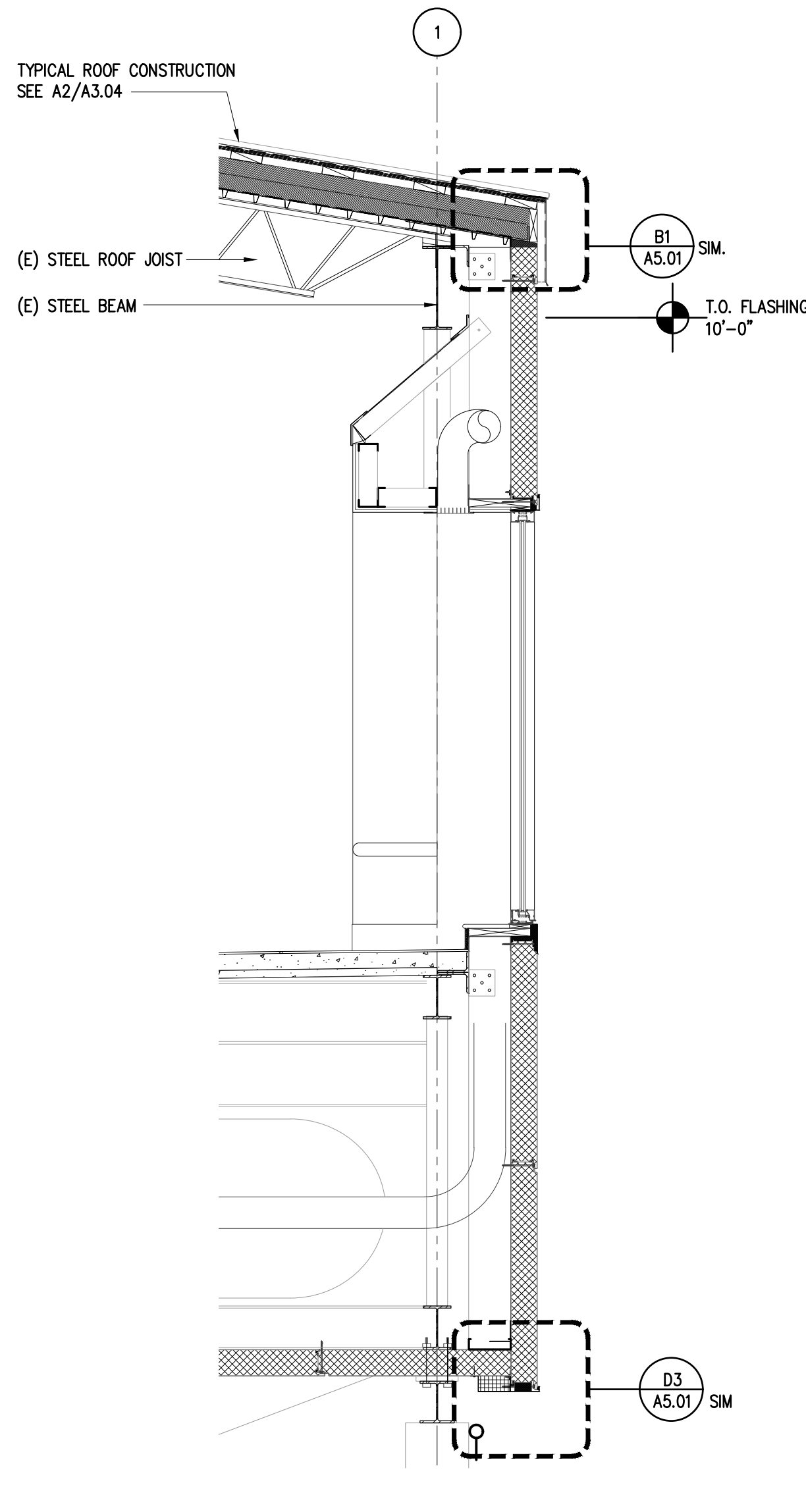
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A3
A3.06

WALL SECTION
SCALE: 1/2" = 1'-0"



A4
A3.06

WALL SECTION
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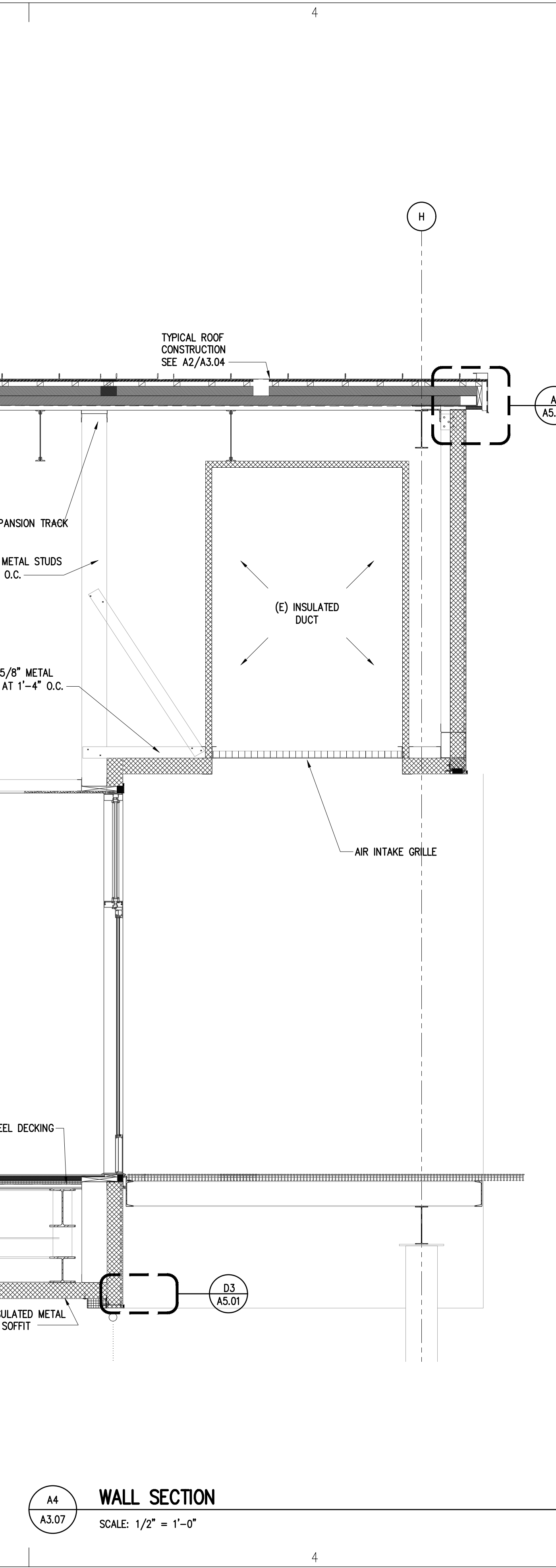
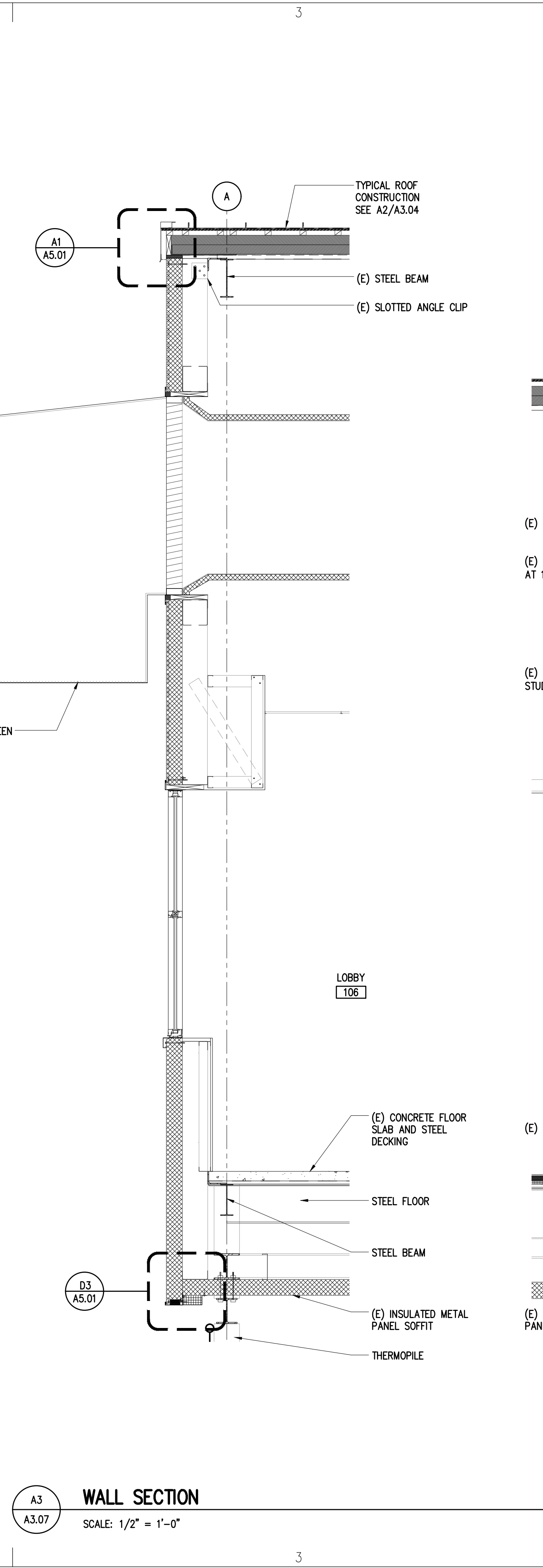
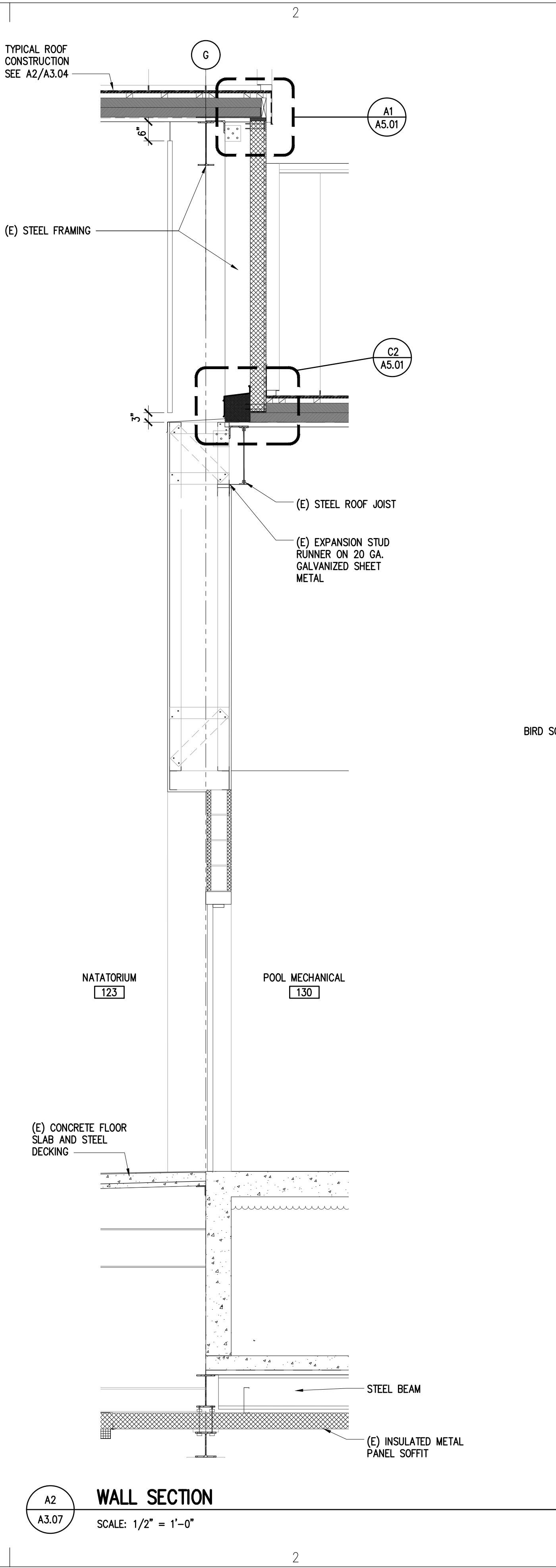
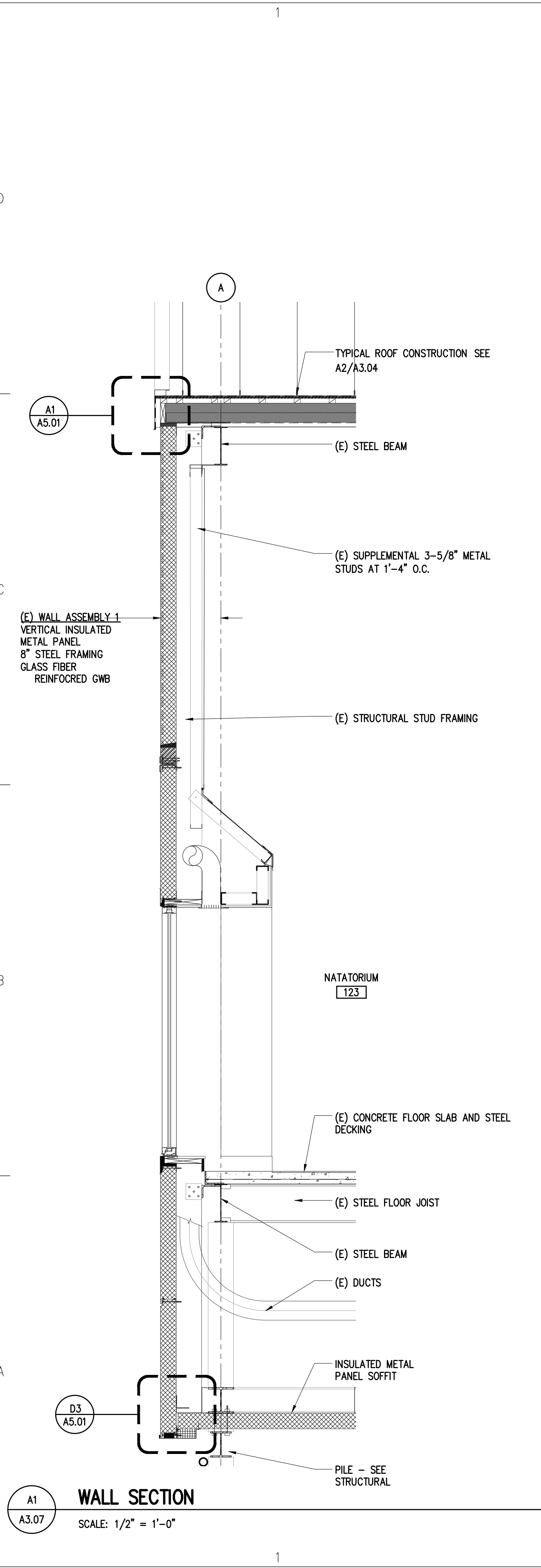
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Sheet Contents
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Bethel, Alaska

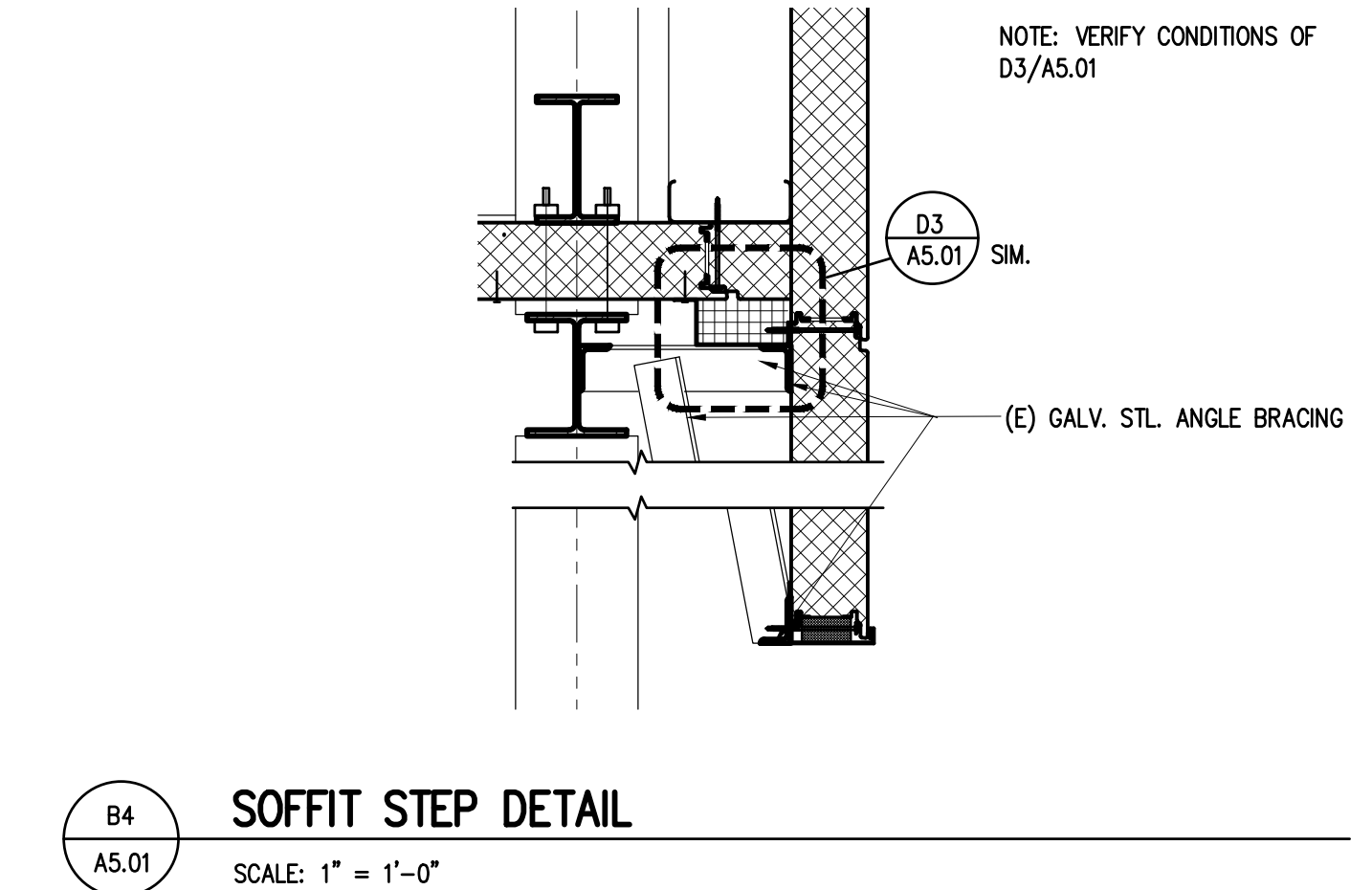
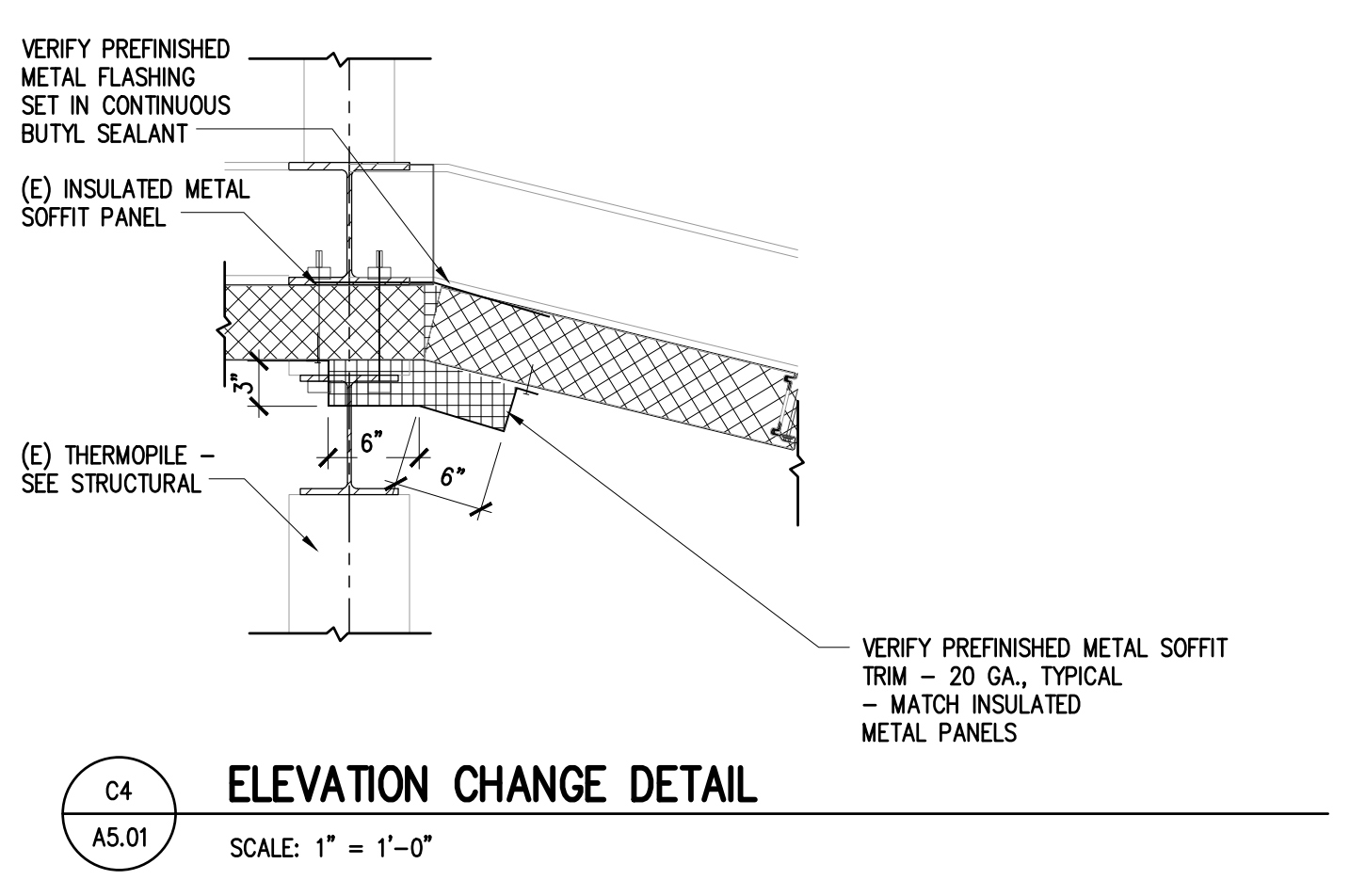
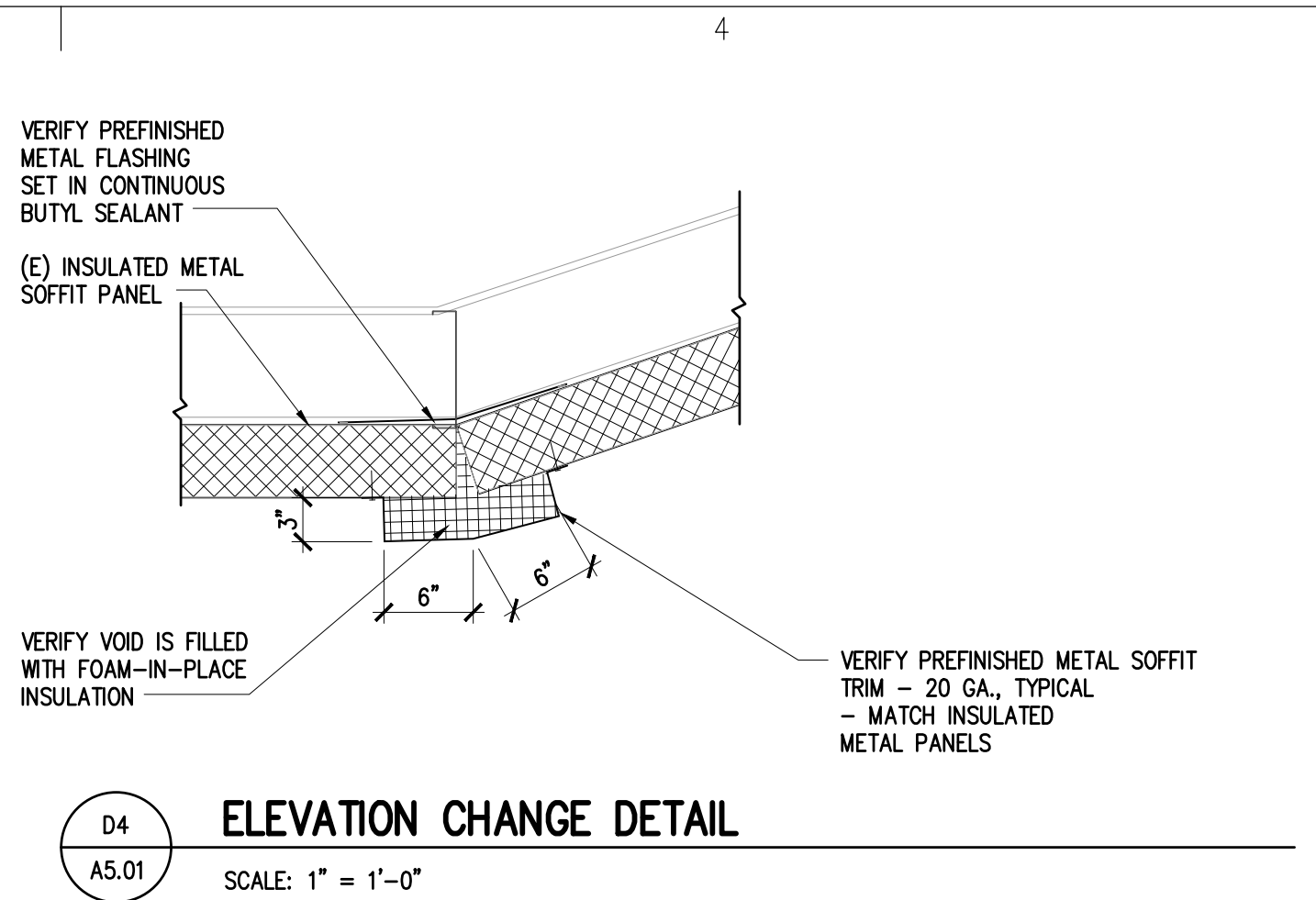
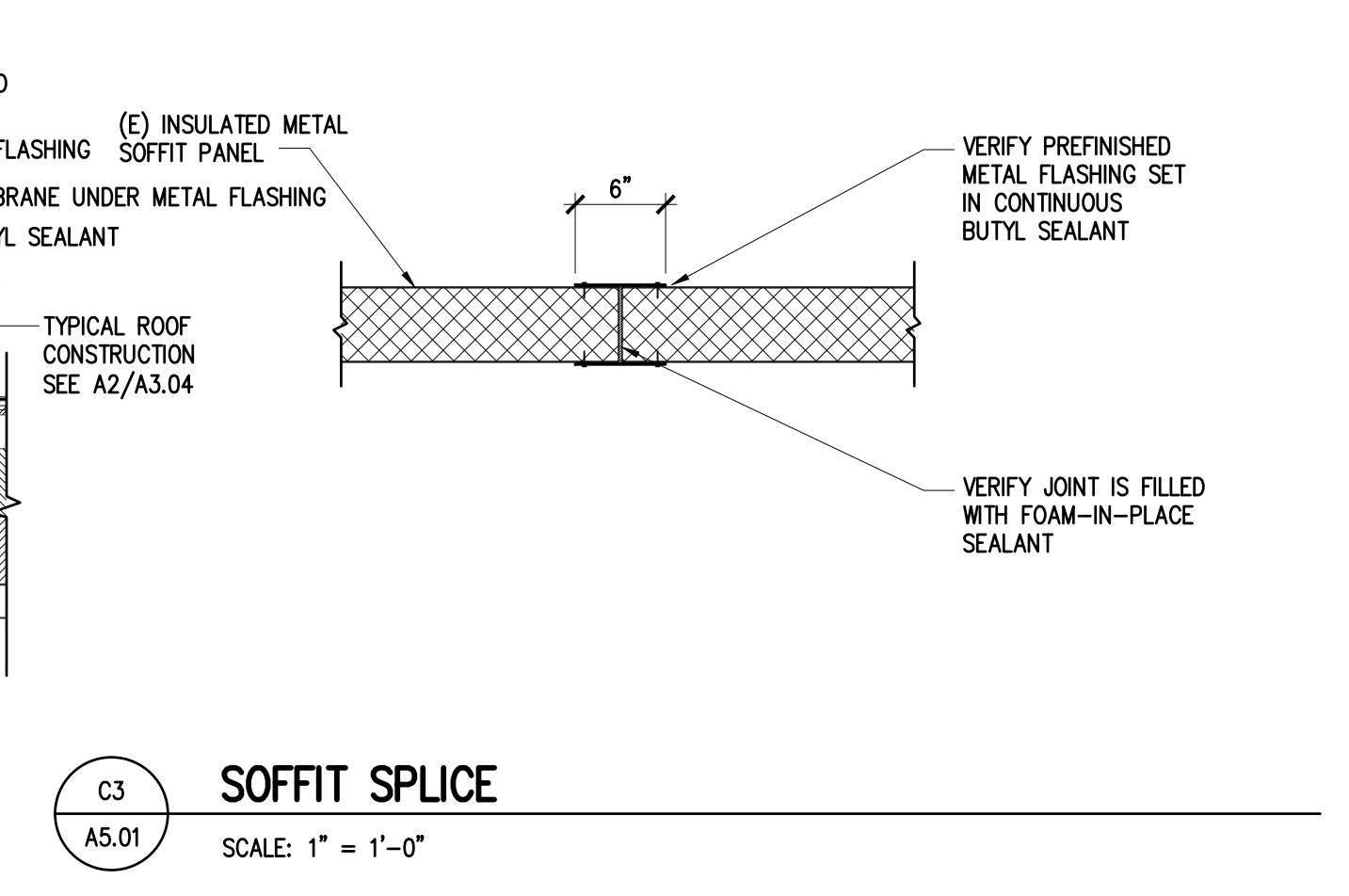
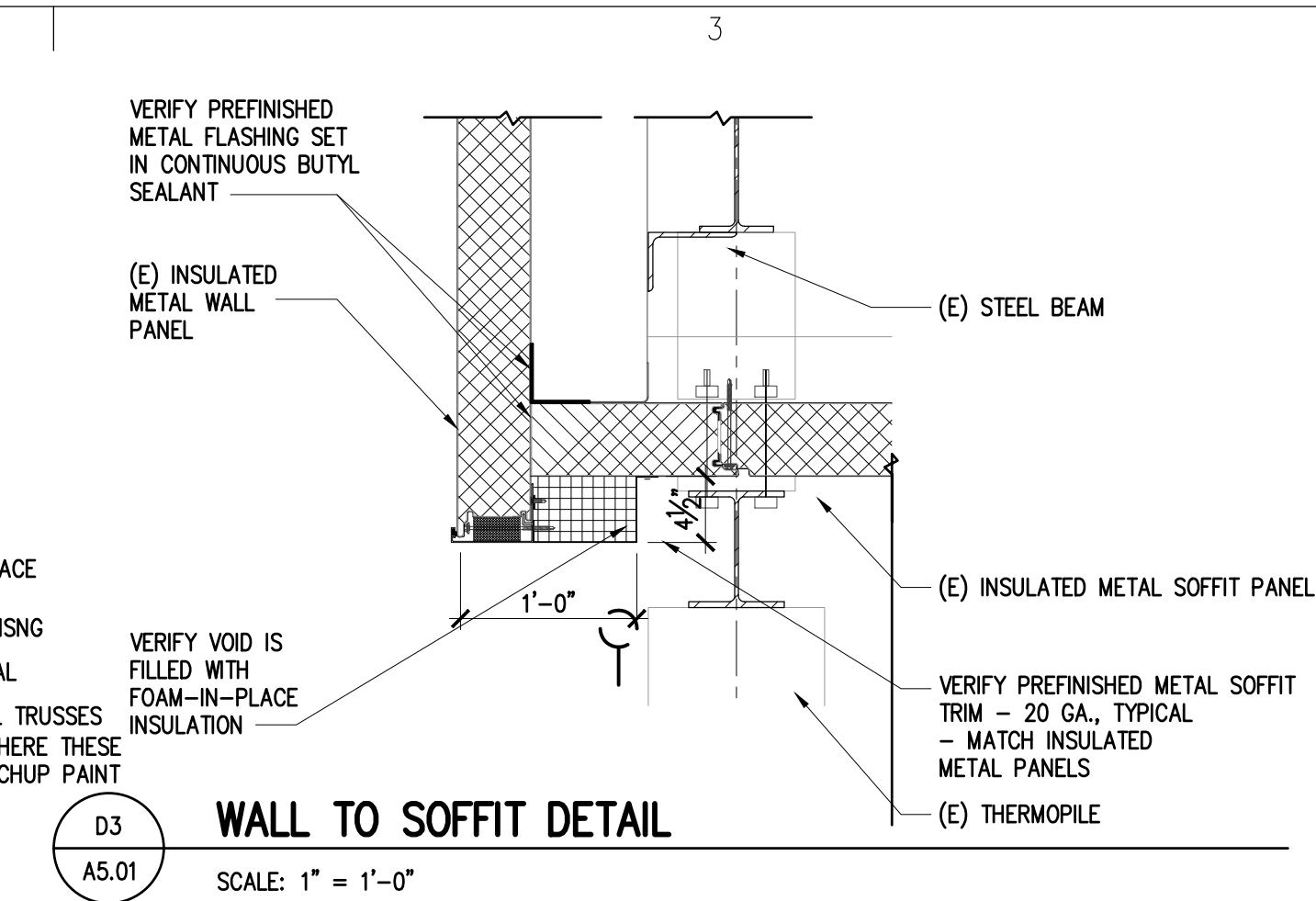
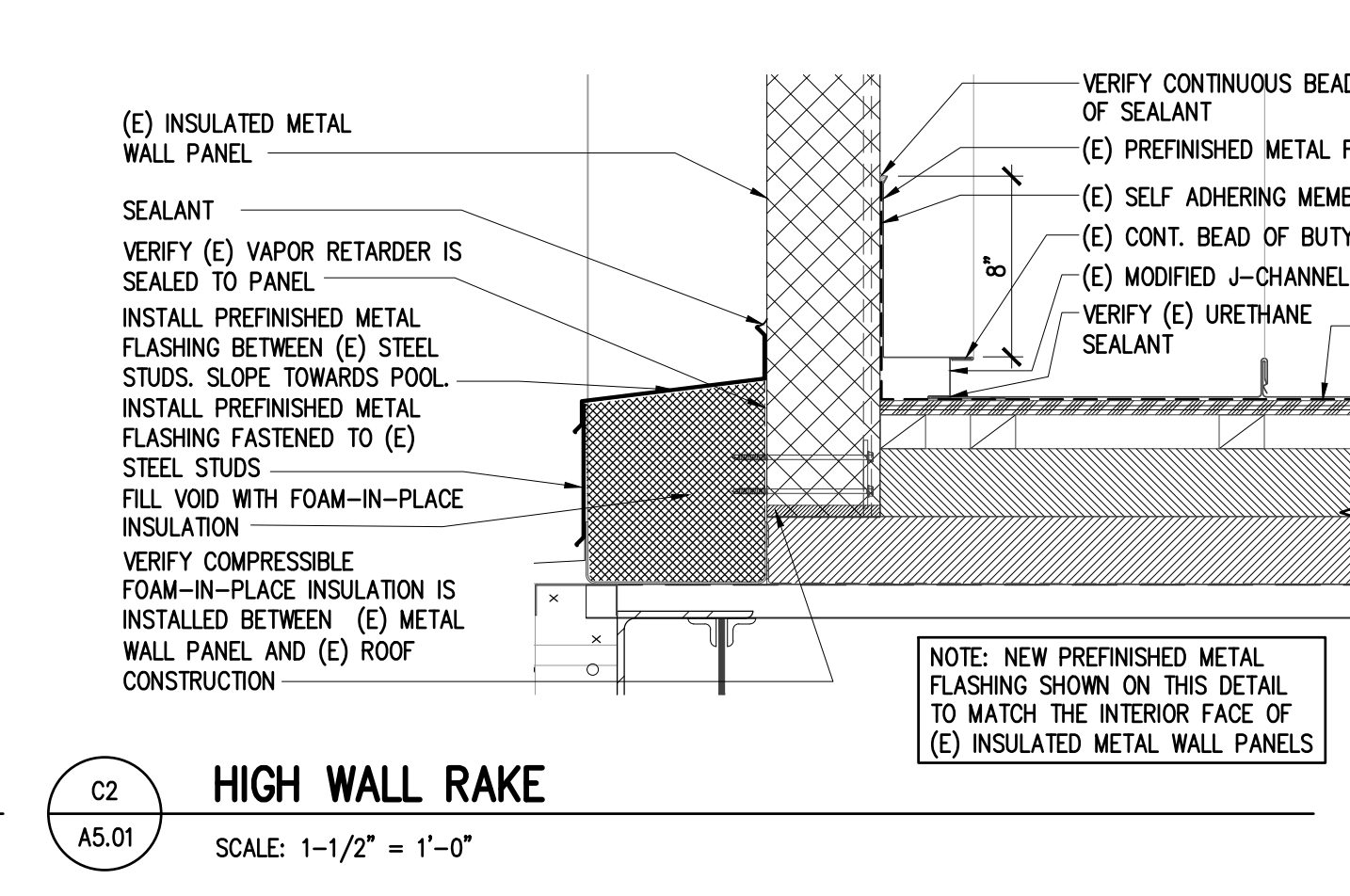
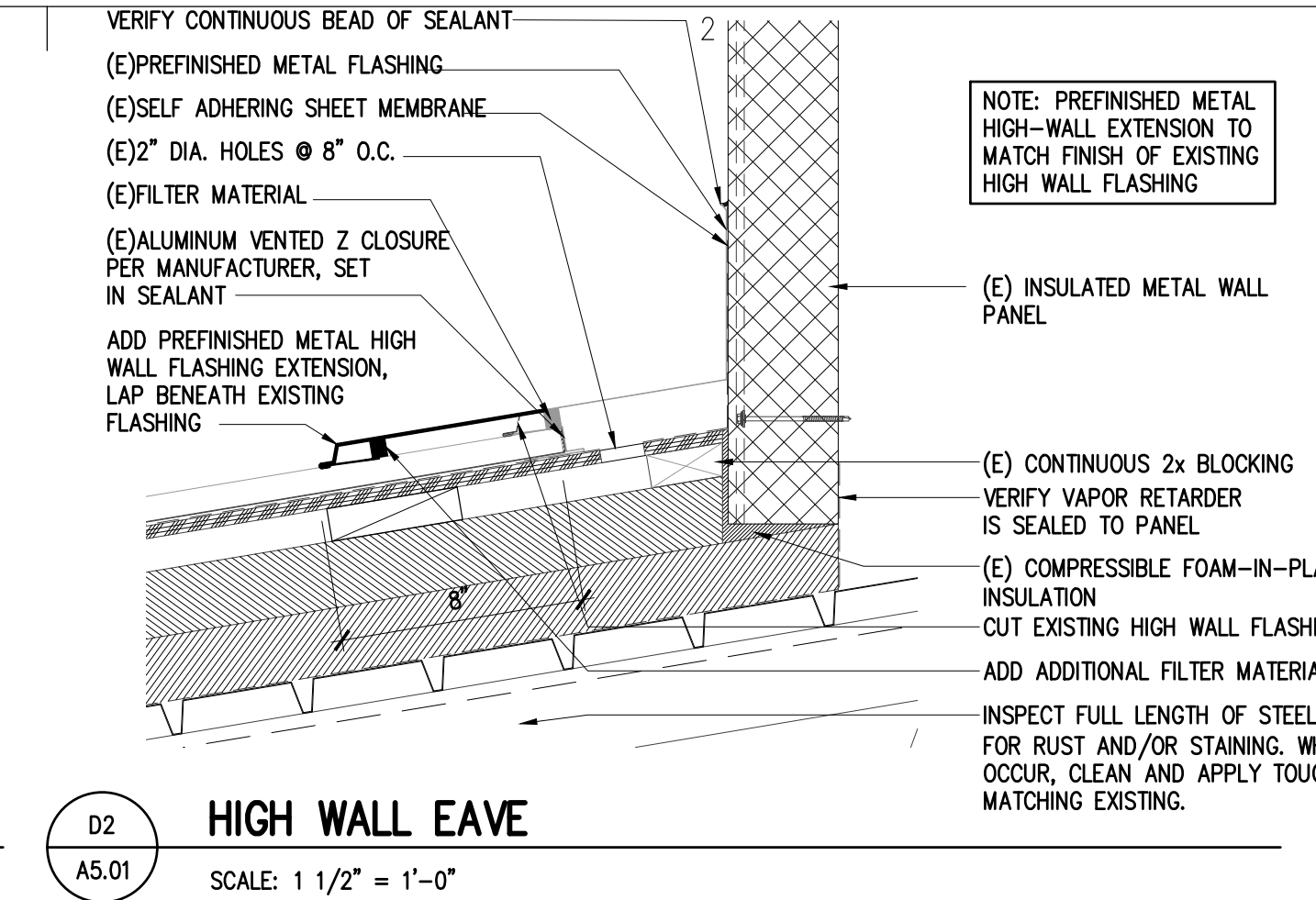
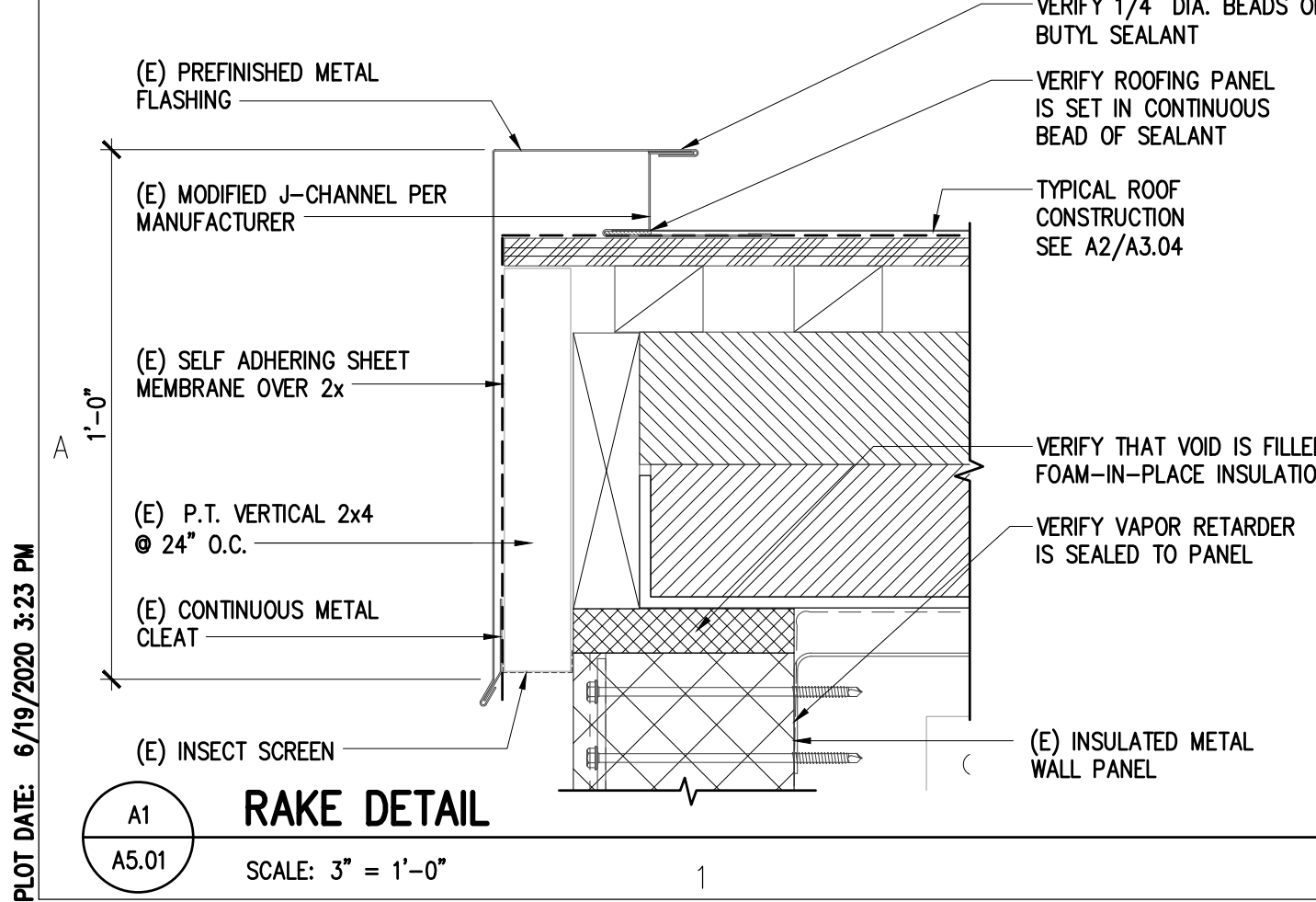
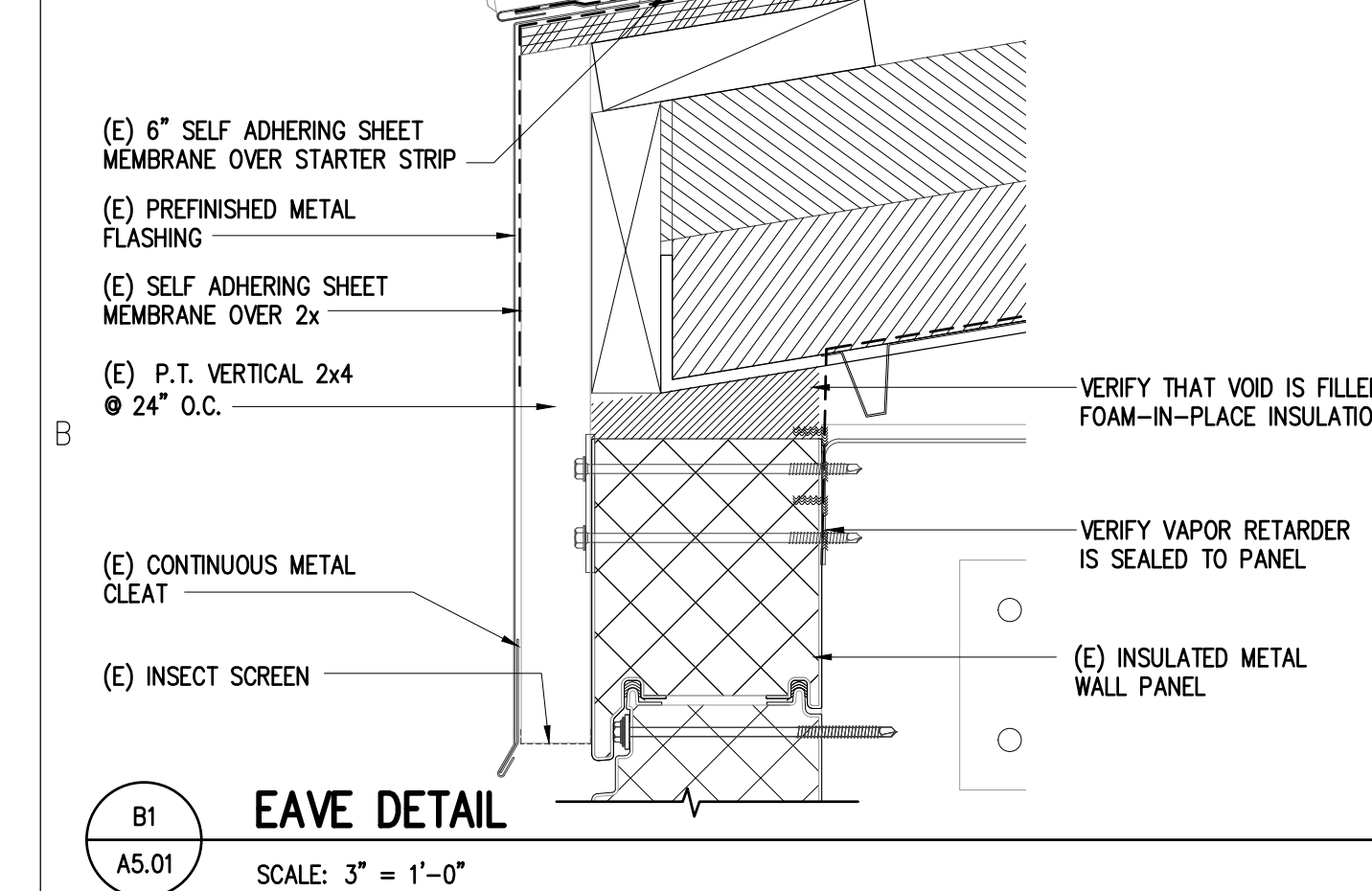
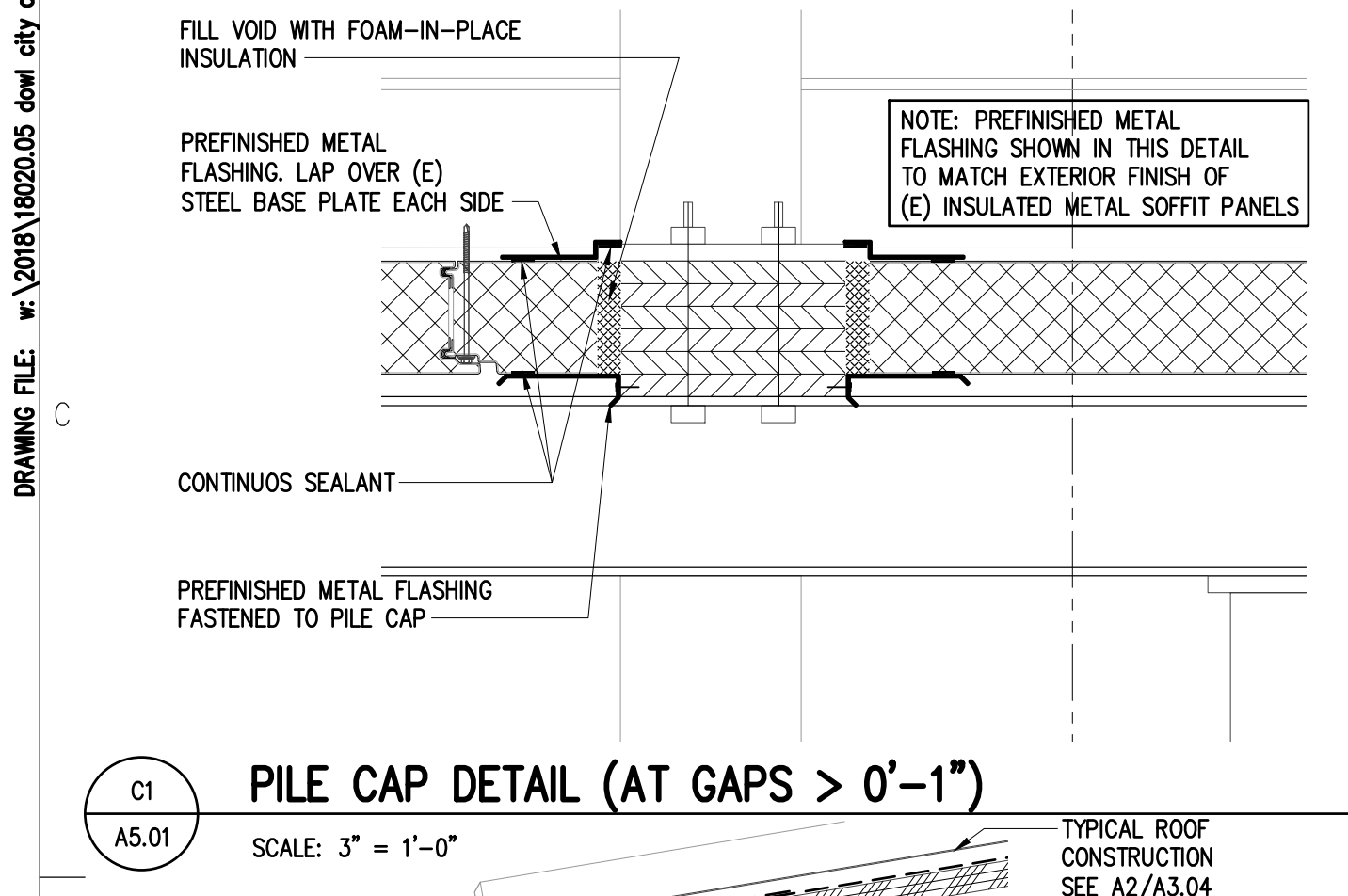
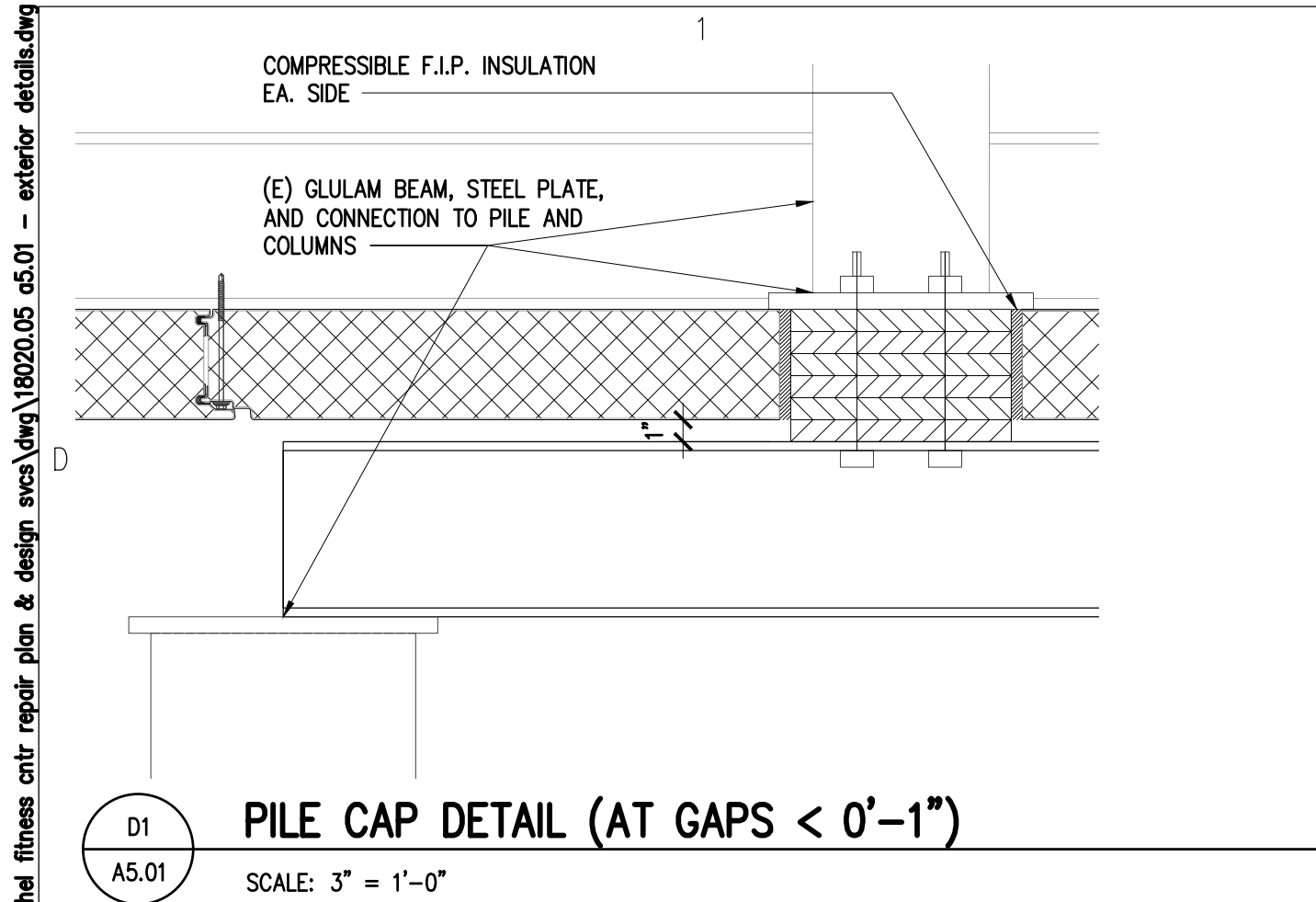
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No.	Description	Date

Drawn by SAS	Date 19 JUNE 2020
Checked DLM	Job No. 18020.05

Sheet Contents WALL SECTIONS	
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Category A	Sheet No. 3.07
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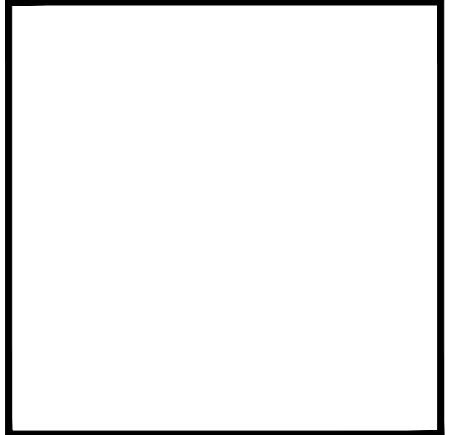
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City of Bethel

**YUKON KUSKOKWIM FITNESS CENTER
REPAIRS AND UPGRADES**

Bethel, Alaska

Revisions		
No.	Description	Date

Drawn by SAS	Date 19 JUNE 2020
Checked DLM	Job No. 18020.05

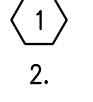
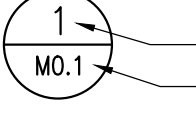
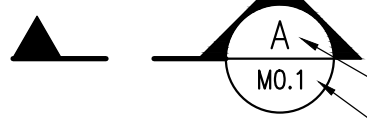
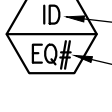
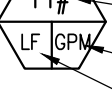
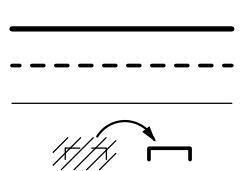
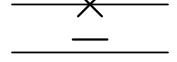
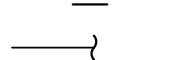
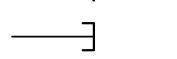
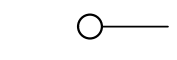
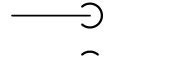
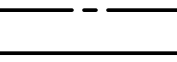
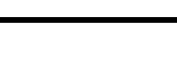
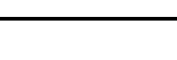
Sheet Contents
EXTERIOR DETAILS

Category A	Sheet No. 5.01
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PLOT DATE: 6/19/2020 9:06 AM

TERMINAL HEATING UNIT SCHEDULE									
SYMBOL	LOCATION	OUTPUT (MBH) (1)	FLUID	FLOW (GPM)	MAX WPD (FT)	FLUID TEMP IN/OUT (DEG F)	MOTOR (HP,V,PH)	WEIGHT (LBS)	REMARKS, BASIS OF DESIGN
UH-1	UNDERFLOOR NORTH	34.4	WATER	3.0	0.6	190/160	1/12,115,1	45	HORIZONTAL UNIT HEATING: 1120 CFM, AIR DEFLECTORS, SAFETY GUARD. MODINE HC-63
UH-2	UNDERFLOOR NORTH	34.4	WATER	3.0	0.6	190/160	1/12,115,1	45	SAME AS UH-1.
FT-1	SEE PLANS	820.0 BTU/LF	WATER	-	-	190/160	-	-	SINGLE TIER BARE FINNED TUBE: 3/4" COPPER TUBING, 3-1/4"X3-1/4" ALUMINUM FINS, 50 FINS/FOOT, 9" MOUNTING HEIGHT. STERLING BARE C3/4-35

ABBREVIATIONS			
AT AND NUMBER PERCENT AD AAP ADA AFF AFG AHJ AHU ALT AMB AMCA ANSI APD APPROX AR ARCH ASME ATM AUTO AVG AWG BAS BDD BHP BLDG BLW BOD BOP BTU BTUH C C-C CAP CCW CF CFM CI CL CLG CMPR COEF CONC COND CTR CU CU IN CV CW DB DBT DDC DEG OR DEG C DEG F DEMO DENS DGM DI DIA OR Ø DIFF DIP DISS DN DO DTL DWDI DWG (E) EA E/A EAT EF EFF EG ELEC ELEV EMB ENT EQIV FT ESP EVAP EXP EWT °F FA F-F FD FLEX FLR FOB FOT FP FPM FPS FSD FSDM FV GA GAL GPD GPH GPM GR GRD HD HDPE HG HT HP HR HVAC HZ IAW IE IBC IFC IMC IN OR "	IN HG IN WC INSUL IPS K KW KWH LAT LB/HR LBS LF L LWT LOC LP LR MAN MAT MAV MAX MBH MECH MFR MH MIN MPH MTD N/A NC NFPA NIC NO NTS OD OFOI OSA OZ PD PG PL PLBG POC PNL PH PPM PSI PSIA PSID PSIG PRESS PRI R-407C, R-410A R/A RAD RCVR RECIRC RED REFRIG REV RF RH RM RPM RPS S/A SAT SCHD SCFM SD SEC SF SH SHG SHR SHT SHWR SP SPD SPEC SPKLR SR SWSI SQ SS STD SUCT TA TEMP THRU TOD TONS TOP TYP UG UNO UPC V VAC VAL VAP VAR VAV VDC VEL VERT VFD VOL VP VSD VTR W W/ W/O WB WC WH WP WPD WT YD ZVB	INCHES MERCURY INCHES WATER COLUMN INSULATION INTERNATIONAL PIPE STANDARD THERMAL CONDUCTIVITY KILOWATT KILOWATT HOUR LEAVING AIR TEMPERATURE POUNDS PER HOUR POUNDS LINEAR FEET LENGTH LEAVING WATER TEMPERATURE LOCATION/LOCATED LOW PRESSURE LONG RADIUS MANUAL MIXED AIR TEMPERATURE MANUAL AIR VENT MAXIMUM THOUSAND BTU PER HOUR MECHANICAL MANUFACTURER MANHOLE MINIMUM, MINUTE MILES PER HOUR MOUNTED NOT APPLICABLE NOISE CRITERIA, NORMALLY CLOSED NATIONAL FIRE PROTECTION ASSOCIATION NOT IN CONTRACT NORMALLY OPEN, NUMBER NOT TO SCALE OUTSIDE DIAMETER OWNER FURNISHED, OWNER INSTALLED OUTSIDE AIR OUNCE PRESSURE DROP OR DIFFERENCE PROPYLENE GLYCOL PLATE PLUMBING POINT OF CONNECTION PANEL PHASE (ELECTRICAL) PARTS PER MILLION POUNDS PER SQUARE INCH POUNDS PER SQUARE INCH - ABSOLUTE POUNDS PER SQUARE INCH - DIFFERENTIAL POUNDS PER SQUARE INCH - GAUGE PRESSURE PRIMARY REFRIGERANT (407C,410A,ETC.) RETURN AIR RADIANT OR RADIATION RECEIVER RECIRCULATE REDUCER REFRIGERATION REVOLUTIONS RELIEF FAN OR RETURN FAN RELATIVE HUMIDITY ROOM REVOLUTIONS PER MINUTE REVOLUTIONS PER SECOND SUPPLY AIR SATURATION SCHEDULE STANDARD CUBIC FEET PER MINUTE STORM DRAIN SECONDARY SQUARE FEET SENSIBLE HEAT SENSIBLE HEAT GAIN SENSIBLE HEAT RATIO SHEET SHOWER STATIC PRESSURE STATIC PRESSURE DROP SPECIFICATION, SPECIFIED SPRINKLER SHORT RADIUS SINGLE WIDTH SINGLE INLET SQUARE STAINLESS STEEL, SANITARY SEWER STANDARD SUCTION TRANSFER AIR TEMPERATURE, TEMPORARY THROUGH TOP OF DUCT TONS OF REFRIGERATION TOP OF PIPE TYPICAL UNDERGROUND UNLESS NOTED OTHERWISE UNIFORM PLUMBING CODE VOLTS OR VOLTAGE VACUUM VOLTS (ALTERNATING CURRENT) VALVE VAPOR PRESSURE VARIABLE VARIABLE AIR VOLUME VOLTS (DIRECT CURRENT) VELOCITY VERTICAL VARIABLE FREQUENCY DRIVE VOLUME VELOCITY PRESSURE VARIABLE SPEED DRIVE VENT THROUGH ROOF WATT WITH WITHOUT WET BULB TEMPERATURE WATER COLUMN WATT-HOUR WEATHER PROOF, WATER PROOF WATER PRESSURE DROP WEIGHT YARD ZONE VALVE BOX	
NOTE: THIS IS A STANDARD LEGEND, SOME OF THE SYMBOLS SHOWN ON LEGEND ARE NOT NECESSARILY ON THE DRAWINGS.			

GENERAL	
SYMBOL	DESCRIPTION
	SHEET NOTE CONVENTION: REFERENCED SHEET NOTE GENERAL SHEET NOTE
	NORTH ARROW
	DETAIL REFERENCE DETAIL NUMBER SHEET WHERE DETAIL APPEARS
	SECTION REFERENCE SECTION LETTER SHEET WHERE SECTION APPEARS
	POINT OF CONNECTION
	PLUMBING FIXTURE NUMBER
	EQUIPMENT TAG EQUIPMENT DESIGNATION EQUIPMENT NUMBER
	AIR OUTLET TAG AIR OUTLET DESIGNATION CFM
	BASEBOARD FINTUBE TAG FINTUBE DESIGNATION GPM LINEAR FEET OF FINTUBE ELEMENT
	AIR TERMINAL UNIT TAG
	LINE CONVENTION NEW OR REINSTALLED ITEM ITEM TO BE DEMOLISHED EXISTING ITEM TO REMAIN EXISTING ITEM TO BE RELOCATED
GENERAL PIPING	
SYMBOL	ABBR. DESCRIPTION
	FLOW ARROW
	ANCHOR
	PIPE GUIDE
	LINE BREAK
	END CAP
	PIPE UP / TEE UP
	PIPE DOWN (ELBOW)
	PIPE DOWN (TEE)
PLUMBING	
SYMBOL	ABBR. DESCRIPTION
	CW COLD WATER
	TP TRAP PRIMER
	W WASTE WATER
PIPING	
SYMBOL	ABBR. DESCRIPTION
	HWS HEATING WATER SUPPLY
	HWR HEATING WATER RETURN
	FT BARE FINTUBE RADIATION
	UH UNIT HEATER
CONTROLS	
SYMBOL	ABBR. DESCRIPTION
	TSTAT THERMOSTAT



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City of Bethel

YUKON KUSKOKWIM FITNESS CENTER

REPAIRS AND UPGRADES

Bethel, Alaska

Revisions		
No.	Description	Date

Drawn by SJG/JDL/ERP	Date 19 JUNE 2020
Checked MDL	Job No. 18020.05

Sheet Contents

LEGEND,
ABBREVIATIONS &
SCHEDULES

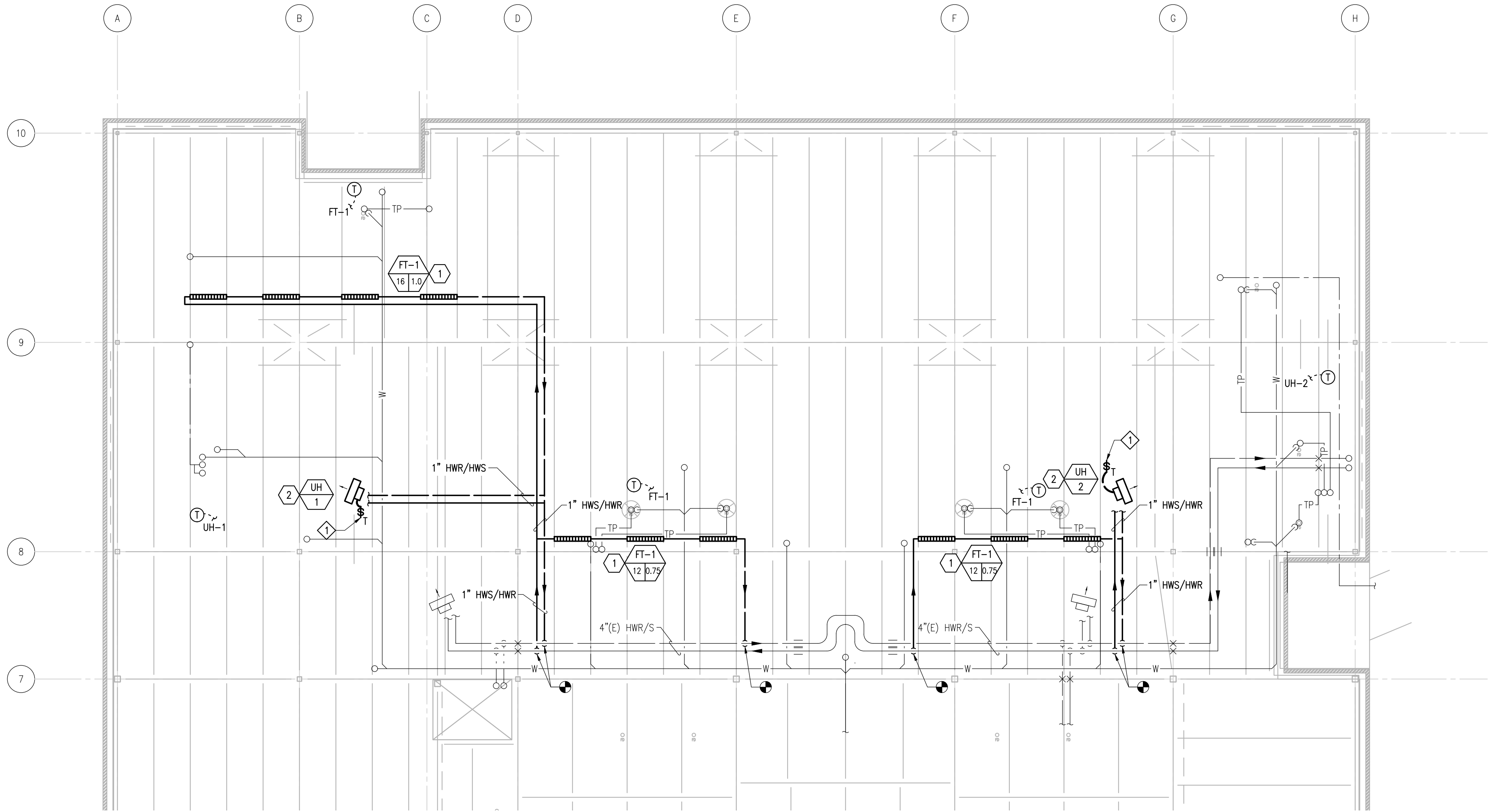
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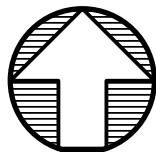
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1 UNDERFLOOR PLAN – HEATING
M101 SCALE: 1/8" = 1'-0"



MECHANICAL WORK SHEET NOTES

- 1. FOR FINTUBE PIPING AND VALVING DETAIL, SEE X/MX.X.
- 2. FOR UNIT HEATING PIPING AND VALVING DETAIL, SEE Y/MX.X.
- 4. EXISTING CW, TP AND WASTE PIPING SHOWN FOR REFERENCE ONLY.
- 5. MINIMUM HWS/HWR PIPING IS 3/4", UNLESS NOTED OTHERWISE.

ELECTRICAL WORK SHEET NOTES

- 1. PROVIDE THERMAL SWITCH AND CONNECT UNIT HEATER TO LOCAL AREA BRANCH CIRCUIT PANEL.
- 2. PROVIDE ONE 15 AMP, 1 POLE BRANCH CIRCUIT BREAKER IN LOCAL AREA BRANCH CIRCUIT PANEL TO SERVE UNIT HEATERS.



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Sheet Contents
UNDERFLOOR PLAN
- HEATING

Category M	Sheet No. 101
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