

CITY OF BETHEL

City Council Meeting Agenda, October 27, 2020 – 6:30 PM

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

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

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



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

Join Zoom Meeting

<https://zoom.us/j/99955238468?pwd=dzZWRWY4NXB1bVJnT2xkaERCaDA2QT09>

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 999 5523 8468

Passcode: 13871

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. *10-13-2020 Regular City Council Meeting Minutes

6.2. *10-19-2020 Special City Council Meeting

7. REPORTS OF STANDING COMMITTEES

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

8. SPECIAL ORDER OF BUSINESS

Posted October 21, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Deputy 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

- 8.1. Proclaiming The Month Of November 2020 As “American Diabetes Month” (Mayor DeWitt)

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Budget Ordinance 20-12(e): Amending The City Of Bethel Fiscal Year 2021 Budget- Overtime Administration And Finance- Support Services From Accounting Firm- STIP Match Or Gravel For Roads-Fleet Management Software/Tablets/Connectivity-Litigation Compensation (Interim City Manager Williams)

10. NEW BUSINESS

- 10.1. Emergency Ordinance 20-32: Extending The Declaration Of Emergency Issued Through Ordinance #20-29, #20-11, Ordinance #20-09, And Ordinance #20-08 (Mayor Dewitt)
- 10.2. Emergency Ordinance #20-33: Extending Emergency Ordinance 20-26 “The City Of Bethel COVID-19 Rules And Procedures,” Which Adopt And Clarifies State Of Alaska Travel Protocols For All Interstate And Intrastate Non-Essential Travel To The City (Mayor Dewitt)
- 10.3. Emergency Ordinance 20-34: Extending Emergency Ordinance 20-27-Establishing A Mandate Within The City Of Bethel That Masks Or Similar Face-Coverings Be Worn In Public In Indoor And Indoor-Adjacent Spaces, And Under Certain Conditions In Outdoor Spaces, During The COVID-19 Public Health Emergency (Mayor Dewitt)
- 10.4. *Resolution 20-17: In Response To The Public Health Emergency, Extending Resolution 20-13 From November 1, 2020 Until The Expiration Of The Emergency Ordinances Which Extend Emergency Ordinance 20-08 (Mayor DeWitt)
- 10.5. *Resolution 20-18: Asking The Residents, Businesses, Organizations And Visitors Of Bethel To Take Immediate Measures To Stop The Spread Of COVID-19 (Mayor Dewitt)
- 10.6. *AM 20-53: Accept And Approve The Alaska Community Transit Reimbursable Grant Award In The Amount Of \$731,328 And Direct The Acting City Manager To Sign The Related Grant Agreement (Interim City Manager Williams)

11. REPORTS

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

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted October 21, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Deputy City Clerk

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

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

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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on October 13, 2020 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

Mayor Barr called the meeting to order at 6:31p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Cece Franko (telephonically) City Council Member Alyssa Leary (telephonically) City Council Member Mark Springer (telephonically) City Council Member Michelle DeWitt (telephonically) City Council Member Hugh Dymont (telephonically) Vice-Mayor Haley Hanson (telephonically) Mayor Perry Barr
Members Absent:
Also in attendance were the following:
Interim City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

David E. Trantham Jr. -Stated concerns related to the City's Audits for the last few years, as one of them was a qualified audit.

Dr. Andrea Bersamin, Provided statistical information on the consumption of sugary drinks in the Nation. Mentioned support of the pending Sugar Sweetened Beverage Excise Tax.

Motion to suspend the rules to extend the time for people to be heard for Dr. Andrea Bersamin.

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

Chase Nelson, DOWL Engineering Firm, City's Contracted Engineering Company- Provided the public and the Council an update on the water and sewer Avenues development project.

Teddi Worrock- Stated her hope to get support in the initiation of an event to provide for a community parade for Halloween.

Theresa Quiner- Stated the intent of the Library to host a haunted house at the Library with one family at a time.

Daniel Hannah, Speaking on behalf of the Bethel Evangelical Covenant Church- Spoke to provide the Council information on their Halloween bag distribution.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval Of Consent Agenda And Regular Agenda.

Moved by:	Hugh Dymont
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

Remove from the Consent and Move Item 10.7, IM 20-16 to follow the Special Orders of Business.

Moved by:	Michelle DeWitt
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

Removal from Consent Agenda New Business Item 10.1 Introduction of Budget Ordinance 20-12(e), Item 10.2, Resolution 20-15-Council Member DeWitt

Removal from Consent Agenda, Item 10.4 AM 20-50- Council Member Leary.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *9-18-2020 Special City Council Meeting
Passed on the consent agenda.

Item 6.2. - *9-21-2020 Special City Council Meeting
Passed on the consent agenda.

Item 6.3. - *9-22-2020 Regular City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Council Member Dymont, Port Commission- The Commission has not held a meeting due to a lack of members.

Vice-Mayor Hanson, Planning Commission- The Commission held a public hearing on the Bethel Winter House Conditional Use Permit for the Housing Subdivision Location.

Council Member DeWitt, Parks, Recreation Health and Safety Center Committee- Provided an update on the Committees discussion on the Sugar Sweetened Beverage Excise Tax, Attempting to set up a way to get parks in the community named. Discussed feasibility of a multipurpose gym. Passed a Recommendation to council for recreational services contracts.

Council Member Franko, Finance Committee- Identified the Committees review of a Bethel Municipal Code modification to extend the spending limit for Administration without needing to have a Council vote.

Community Action Grant Technical Review Board, Mayor Barr-They haven't had a meeting for several months. They need help from the city to facilitate meetings. Next opening for grant applications will be October 14th with a deadline of November 13th. Board meetings will be November 17th and 30th. Council will meet on December 8th to approve grants with payments on December 11th.

Public Works Committee, Council Member Leary- Next meeting will be October 23rd. They will revisit COVID-19 code enforcement and water/sewer issues.

Public Safety and Transportation Commission, Council Member Springer- Met on October 7th. Was unable to attend. Nothing to report. There is one opening on the commission.

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

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Review Canvass Board Certificate Of Election, October 6, 2020- Not Available Until After The Canvass Board October 8, 2020 (Mayor Barr)

Item 8.2. - Resolution 20-16: Certifying The Results Of The October 6, 2020 Regular City Election- Not Available Until After The Canvass Board October 8, 2020- (Mayor Barr)

Main Motion: Adopt Resolution 20-16.

Moved by:	Hugh Dymont
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

Item 8.3. - Oath Administered To Newly Elected Council Members (Mayor Barr)

As a newly elected Council Member, Perry Barr took the Oath of Office

As a newly elected Council Member, Michelle DeWitt took the Oath of Office

As a newly elected Council Member, Rose Henderson took the Oath of Office

Item 8.4. - Appreciation for Council Member Dymont (Mayor Barr)

Item 8.5. - Recognizing William F. Howell, III For His Service To And Retirement From The City Of Bethel Fire Department (Mayor Barr)

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 20-31: Amending Bethel Municipal Code 2.08, City Manager And 2.12 City Officers (Acting City Manager Strickler)

Main Motion: Adopt Ordinance 20-31.

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

10. NEW BUSINESS

Item 10.1. - *Introduction Of Budget Ordinance 20-12(e): Amending The City Of Bethel Fiscal Year 2021 Budget- Overtime Administration And Finance- Support Services From Accounting Firm- STIP Match Or Gravel For Roads-Fleet Management Software/Tablets/Connectivity-Litigation Compensation (Interim City Manager Williams)

Main Motion: Introduce Budget Ordinance 20-12(e).

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

Item 10.2. - *Resolution 20-15: Authorizing The Disposal Of One City Water Truck To Yuut Elitnaurviat (Acting City Manager Strickler)

*Council Member DeWitt and Council Member Springer declared a conflict of interest because they are Board Members on the Yuut Elitnaurviat Board.
Mayor Barr, confirmed both Council Members have a conflict of interest.
Council Member DeWitt and Council Member Springer did not take part in this item.*

Main Motion: Adopt Resolution 20-15.

Moved by:	Haley Hanson
Seconded by:	Cece Franko
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Rose Henderson
Opposed:	None
Results:	Motion Carries

Item 10.3. - *AM 20-49: Authorizing The City Manager To Negotiate And Execute A Contract With Company A To Conduct A Classification And Compensation Study For The City Of Bethel (Interim City Manager Williams)

Passed on the consent agenda.

Item 10.4. - *AM 20-50: Allowing The City Manager To Negotiate And Execute A Purchase Agreement With Yukon Equipment Inc. For An All-In-One Heat/Power/Lighting Plant On A Trailer (Interim City Manager Williams)

Main Motion: Adopt AM 20-50.

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

Item 10.5. - AM 20-51: Accepting The Resignation Of Council Member Cece Franko Effective October 31, 2020 And Confirming The Process For The Council's Consideration Of Qualified Candidates To Fill The Vacancy (Mayor Barr)

Main Motion: Adopt AM 20-51.

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

Item 10.6. - *IM 20-15: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget From July 1, 2020 To September 30, 2020 – Utilities Maintenance – Water & Wastewater Activity Report (Interim City Manager Williams)

Passed on the consent agenda.

Item 10.7. - *IM 20-16: COVID-19 Safe Guidelines And Best Practices For Halloween Celebrations And Activities (Council Member DeWitt)

Motion to suspend the rules to hear from YKHC representatives

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

Tiffany Zulkosky, Dr. Liz Bates, and Dr. Ellen Hodges participated.

Item 10.8. - *Personal Leave Request- City Attorney- October 30, 2020 (Mayor Barr)

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 with members of the public and another Council Member regarding local businesses not following mask rules and is working on creating innovative ways to address it. It is getting dark outside; get some reflective tape or clothing.

Vice-Mayor Hanson- Encouraged people to utilize the Absentee In Person Voting options. Encouraged people to not participate in the traditional trick-or-treating this year and to stay safe and find safe alternatives.

Council Member Leary- Urged the public to consider the greater good and to limit gatherings at this critical time, Thanked YKHC for taking part in the meeting. Urged the public to keep up safe practices. Also urged businesses to safe guard themselves and consider the implications and problems that the pandemic may cause in the future to them, their employees and the public.

Council Member Franko- Thanked YKHC for participating in the meeting. Hopes that everyone can find safe alternatives to Halloween activities that are healthy and fun.

Council Member Springer- Thanked the election workers, the canvas board, Lori and the Clerk's Office for running the election. Urged the public to vote early for the General Election. Thanked Council Member Dymont for stepping up and serving the City at a critical time. Have Halloween in healthy way: keep up mask wearing, washing hands , social distancing. and keep you group small.

Council Member DeWitt- Thanked all the people who took part in the meeting tonight. Urged the public to take to heart the advice of the heath professionals. Recommended making a short term sacrifice for long term gain. Welcomed Council Member Henderson to the Council.

Council Member Henderson- Thanked all of the voters and those who voted for her. Thanked Lori and the Clerk's Office for their assistance in answering her questions. Looks forward to working with the Council and is honored to serve the City.

13. EXECUTIVE 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, Rose Henderson
Opposed:	None
Results:	Motion Carries

Meeting ended at 9:53 p.m.

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on October 19, 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 Rose Henderson (telephonically) City Council Member Mark Springer (telephonically) City Council Member Cece Franko (telephonically) City Council Member Alyssa Leary (telephonically) City Council Member Michelle DeWitt (telephonically) Vice-Mayor Haley Hanson (telephonically) Mayor Perry Barr
Members Absent:
Also in attendance were the following:
Interim City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Motion to approve the agenda.

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

Opposed: | None
Results: | Motion Carries

6. UNFINISHED BUSINESS

7. NEW BUSINESS

Item 7.1. -

- a) Election Of The Mayor
- b) Election Of The Vice-Mayor
- c) Appointment Of Committee/Commission/Board Council Representatives
 - 1. Council Committees And Commissions
 - a. Planning Commission
 - b. Finance Committee
 - c. Public Safety And Transportation Commission
 - d. Port Commission
 - e. Public Works Committee
 - f. Parks, Recreation, Aquatic Health And Safety Committee
 - g. Community Action Grant Technical Review Board
 - 2. Senior Center Advisory Committee (Quarterly Meetings)
 - 3. Yuut Elitnaurviat
 - 4. Kuimavik Board Representative
 - 5. AVCP Museum Advisory Committee

Motion to nominate Michelle DeWitt to be Mayor

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

Motion to nominate Haley Hanson to be Mayor.

Moved by: | Alyssa Leary
Seconded by: | Rose Henderson
In favor: | Perry Barr, Cece Franko, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose

	Henderson
Opposed:	Haley Hanson
Results:	Motion Carries

Motion to close nominations.

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

With a vote of 7 in favor and 0 opposed, Michelle DeWitt is elected to be Mayor.

Motion to nominate Haley Hanson to be Vice-Mayor

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

Motion to close nominations.

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

Motion to approve by unanimous consent the election of Haley Hanson to be Vice-Mayor.

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

Council Member Barr- Appointed to the Community Action Grant Technical Review Board and the Kuimavik Board

Vice-Mayor Hanson- Appointed to the Planning Commission and the Yuut Elitnaurviat Board

Council Member Leary- Appointed to the Public Works Committee

Council Member Franko- Appointed to the Finance Committee

Council Member Springer- Appointed to the Port Commission and the AVCP Museum Advisory Committee

Mayor DeWitt- Appointed to the Parks Recreation Aquatic Health and Safety Committee

Council Member Henderson- Appointed to the Public Safety and Transportation Commission and the Senior Center Advisory Committee

Motion to confirm the Mayor's Appointments.

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

Item 7.2. - AM 20-52: Approve Modification To Coronavirus Aid, Relief, And Economic Security (CARES) Act Budget And Spending Plan And Authorize The City Manager To Modify It As Needed To Ensure Timely Expenditure Of CARES Act Funds (Interim City Manager Williams)

Approve AM 20-52.

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

8. ADJOURNMENT

Motion to adjourn.

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

Council adjourned at 7:19 p.m.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Planning Commission

October 8, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

Due to the lack of quorum a regular meeting was not held on October 8, 2020.

II. ROLL CALL:

The following members were present for roll call: Kathy Hanson.

Unexcused Absence: Lorin Bradbury, John Guinn, Alex Wasierski, Shadi Rabi, Scott Campbell, Stanley Hoffman Jr., & Haley Hanson.

Also Present: Pauline Boratko, Recorder; Ted Meyer, Planning Director

APPROVED THIS _____ DAY OF _____, 2020

Kathy Hanson, Chair

ATTEST: Pauline Boratko, Recorder

City of Bethel, Alaska

Planning Commission

October 1, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A special meeting of the Planning Commission was held on October 1, 2020 at the Bethel City Hall, Council Chambers in Bethel, Alaska. The Chair of Commission, Kathy Hanson called the meeting to order at 6:30 PM.

II. ROLL CALL:

The following were present for roll call: Kathy Hanson, Lorin Bradbury, Alex Wasierski, Stanley Hoffman Jr., and Haley Hanson. Also present was Ted Meyer, City Planner, and Pauline Boratko, Recorder. Excused absence: John Guinn and Shadi Rabi. Unexcused absence: Scott Campbell

III. PEOPLE TO BE HEARD:

Adam London: spoke in support of the Conditional Use Permit
Scott Davidson: spoke in support of the Conditional Use Permit
Marybeth Walen: spoke in support of the Conditional Use Permit
Megan Newport: spoke in support of the Conditional Use Permit
Kathy Nenneman: spoke in support of the Conditional Use Permit
Eileen Arnold: spoke in support of the Conditional Use Permit
Anny Cochrane: spoke in support of the Conditional Use Permit
May May Cochrane: spoke in support of the Conditional Use Permit
Jon Cochrane: spoke in support of the Conditional Use Permit
Eva Malvich: spoke in support of the Conditional Use Permit

IV. SPECIAL ORDER OF BUSINESS:

- A. PUBLIC HEARING:** On August 28, 2020 the City of Bethel Planning Office received an application for a Conditional Use Permit for the relocation of the Bethel Winter House Homeless Shelter to the old Senior Center site located at 127 Atsaq Street. The legal description is Plat # 2014-14 Block 2 Tract H-1 Land Owner: City of Bethel Box 1388 Bethel, Alaska 99559 phone: 907-543-2047 Applicant: Bethel Winter House Box 1969 Bethel, Alaska 99559 phone: 907-543-3875 Purpose: To relocate the Winter House Homeless Shelter to 127 Atsaq Street previously known as the Senior Center. City of Bethel Contact: Ted Meyer, City Planner phone 907-543-5306 or email: tmeyer@cityofbethel.net

The Planning Commission, acting in a quasi-judicial body held a public hearing.

Chair of the Commission Kathy Hanson opened up the public hearing.

The Chair asked members of the Commission to disclose any conflicts of interest or Ex Parte Communications they may have had on the action before them.

Chair, Kathy Hanson asked Co- Chair Lorin Bradbury about a biased decision because she is a cook for the Winter House. Lorin asked if she is able to make a fair decision based on the fact that she is a cook for the Winter House, Kathy stated she is able to make a fair decision.

Testimony by Interested Parties

Adam London- spoke in support of the Conditional Use Permit

Pamela Conrad- spoke in support of the Conditional Use Permit

Eileen Arnold- spoke in support of the Conditional Use Permit
Michelle Dewitt- spoke in support of the Conditional Use Permit
Written Letters read from:
Latisha Guinn- spoke in support of the Conditional Use Permit
Meghan Crow- spoke in support of the Conditional Use Permit
Theresa Quiner- spoke in support of the Conditional Use Permit
Beverly Hoffman- spoke in support of the Conditional Use Permit
Robert Hodges- spoke in support of the Conditional Use Permit

Deliberation took place amongst commissioners.

MOVED:	Alex Wasierski	Motion to approve Conditional Use Permit (Resolution 2020-04) without conditions.
SECONDED:	Stanley Hoffman Jr	
VOTE ON MOTION	4 yes; 0 no: motion passes	

Planning commission went against the recommendation of the City Planner to disapprove the Conditional Use Permit. Commissioners then revised the resolution for approval and wrote associated findings of support.

MOVED:	Alex Wasierski	Motion to approve Resolution 2020-04 with changes and findings as written approving the Winter House Conditional Use Permit to relocate to the old Senior Center.
SECONDED:	Lorin Bradbury	
VOTE ON MOTION	4 yes; 0 no: motion passes	

Chair Kathy Hanson closed the public hearing.

X. ADJOURNMENT:

AP AGENDAS		
MOVED:	Lorin Bradbury	Motion to adjourn the meeting.
SECONDED:	Haley Hanson	
VOTE ON MOTION	Unanimous	

With no further business, the meeting adjourned 10:18 pm

APPROVED THIS ____ DAY OF _____, 2020

Kathy Hanson, Chair

ATTEST: Pauline Boratko, Recorder

City of Bethel, Alaska

Public Safety & Transportation Commission

October 07, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on October 07, 2020 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:37pm.

II. ROLL CALL

Present: Madelene Reichard *Chair*
Azara Mohammadi *Vice Chair*
Nicholai Joekay
Theresa Quiner
Melanie Fredericks

Absent: Mark Springer *Council Representative*
Mary Nanuwak

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:	Joekay	Motion to approve the minutes from the regular meeting of September 02
SECONDED:	Quiner	
VOTE ON MAIN MOTION	All in favor.	

VI. UNFINISHED BUSINESS

A. Training Discussion Update for BPD and BFD

Nicholai Joekay reiterated on the benefits of the vicarious trauma training and the fact that it does not cost anything for the training. Fire and Police Chief agreed on the benefits of the training and would be willing to put their employees in the training. Chiefs also agreed on pushing the Anti- Bias training to council for not only them, but other departments who would also benefit from the training as well.

MOVED:	Mohammadi	Motion to table until commission has guidance from City Clerks Office for Recommendation
SECONDED:	Joekay	
VOTE ON MAIN MOTION	All in favor.	

VII. NEW BUSINESS

A. Commission Acceptance of Resignation and Declaring Seat Vacant per BMC Code 2.52.070

Commission thanked Pete Williams and wished him luck.

MOVED:	Joekay	Motion to accept resignation and seat vacancy
SECONDED:	Mohammadi	
VOTE ON MAIN MOTION	All in favor.	

B. Issue on Taxi Cab Permits, Kusko Cab – BMC Code 05.20.080

Transportation Inspector spoke on the issue of the taxi cab permits, similar issue to the Alaska Taxi Permits. Kusko Cab owner not wanting to kill the permits and was wanting an extension till the next semi annual inspection to try and fill vacant cabs before losing the permits.

MOVED:	Joekay	Motion to grant extension till next semi annual inspection
SECONDED:	Quiner	
VOTE ON MAIN MOTION	All in favor.	

VIII. CHIEF's COMMENTS

Chief Simmons – See Report in Commission Packet

Chief Howell – See Report in Commission Packet

IX. TRANSPORTATION INSPECTOR'S REPORT

See Report in Commission Packet

X. COUNCIL REPRESENTATIVE's COMMENTS

Council Representative not present

XI. COMMISSION MEMBER's COMMENTS

Madelene Reichard- No comment

Azara Mohammadi- Stated she will have to resign at the ending of the month.

Nicholai Joekay- No comment

Theresa Quiner- No comment

Melanie Fredericks- No comment

XII. ADJOURNMENT

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

Meeting adjourned at 7:08 pm.

APPROVED THIS _____ DAY OF _____, 2020.

Jesslyn McGowan, Recorder

Madelene Reichard, Chair



world diabetes day
14 November

City of Bethel Proclamation

Proclaiming the Month of November 2020 as "American Diabetes Month"

- WHEREAS,** over 30 million adults in the United States and approximately 11% of adult Alaskans have a diagnosis of diabetes; and
- WHEREAS,** every year an estimated 3,000 people in Alaska are newly diagnosed with diabetes; and
- WHEREAS,** one out of three U.S. adults has prediabetes, with 90% of these adults being unaware of their disease, and without lifestyle changes, 15-30% of those with prediabetes will develop type 2 diabetes within five years; and
- WHEREAS,** a child has a 1 in 7 chance of developing diabetes if one parent was diagnosed before age 50; and
- WHEREAS,** during American Diabetes Month, we recognize the impact diabetes has on people's everyday life; and
- WHEREAS,** according to national data individuals who are in a high risk category for developing type 2 diabetes are people who do not participate in regular physical activities, are overweight, and are 45 years or older; and
- WHEREAS,** during American Diabetes Month, the American Diabetes Association, the Alaska Department of Health and Social Services and many healthcare providers such as YKHC encourage Bethel residents to join all of us in meal planning to encourage healthier meal choices, increasing physical activity, and reducing stress throughout this month;

NOW, THEREFORE, I, Michelle DeWitt, Mayor of the City of Bethel, do hereby proclaim the month of November 2020 as "American Diabetes Month" and November 14th as "World Diabetes Day" in Bethel and encourage all Bethel residents to make healthy life choices and make a personal commitment to eat more healthfully, be more physically active, and reduce stress.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature on this 27th day of October 2020.

Attest: Lori Strickler, City Clerk

Michelle DeWitt, Mayor

Introduced by: Peter Williams, Interim City Manager
Introduction Date: October 13, 2020
Public Hearing Date: October 27, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 20-12 (e)

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.

ADMINISTRATION AND FINANCE DEPARTMENT

\$8,851.10 INCREASING OVERTIME FOR ADMINISTRATION DEPARTMENT

WHEREAS, there was no intended use for overtime in the Administration Department's budget therefore, was not included in the adopted fiscal year 2021 budget;

WHEREAS, due to lack of resources, the Grant Manager undertook the role of acting Finance Director, which consequently entails overtime;

WHEREAS, currently, the administration's overtime budget is over expended by \$8,851.10 and is requesting \$8,851.10 to balance the Administration's overtime budget;

\$12,000 INCREASING OVERTIME FOR FINANCE DEPARTMENT

WHEREAS, the Finance Department's overtime budget line item 10-53-502 was approved for \$3,000 and is currently over expended by \$1,617.33;

WHEREAS, City Administration predicts more overtime as the fiscal year is still developing and is requesting \$12,000 to balance the line item and spare 10,382.67 for future purposes;

E-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-53-502	Administration-Overtime	0	<u>8,851.10</u>	8,851.10
10-53-502	Finance-Overtime	3,000	<u>12,000</u>	15,000
	Fund Balance		(20,851.10)	

Introduced by: Peter Williams, Interim City Manager
 Introduction Date: October 13, 2020
 Public Hearing Date: October 27, 2020
 Action:
 Vote:

FINANCE DEPARTMENT

\$200,000 INCREASE FOR SUPPORT SERVICES FROM ACCOUNTING FIRM

WHEREAS, the Finance Department depends on the accounting firm, Carmen Jackson CPA, LLC for essential everyday duties due to lack of personnel;

WHEREAS, an additional increase of \$200,000 is requested to support the services that Carmen Jackson CPA, LLC plans to provide that include Salary, Lodging, Per Diem, and Airfare for four individuals;

E-2				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-53-649	Outsourced Services-PR, Utilities, G/L	202,000	<u>200,000</u>	404,000
	Fund Balance		(200,000)	

PUBLIC WORKS DEPARTMENT-STREETS AND ROADS DIVISION

\$335,004 CAPITAL EXPENDITURES-STIP MATCH OR GRAVEL FOR ROADS

WHEREAS, the City is currently under contract with the State of Alaska Department of Transportation and Public Facilities (SOA DOT&PF) for their Statewide Transportation Improvement Program (STIP);

WHEREAS, upon approval of the contract, the City is obligated to contribute \$115,135.50 as match by December 31, 2020;

WHEREAS, in Resolution 19-17, it states that the SOA DOT&PF informed the City of a project reevaluation and found an increase of \$160,000 compared to the previous \$175,004 contribution match amount;

WHEREAS, Public Works is requesting \$335,004 be allocated to the Streets and Roads Capital Expenditure STIP Match or Gravel for Roads line item;

E-3				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-66-69x	Streets and Roads Capital Expenditure-STIP Match or Gravel for Roads	500,000	<u>335,004</u>	675,004
	Fund Balance		(335,004)	

PUBLIC WORKS DEPARTMENT-HAULED WATER AND HAULED SEWER DIVISION

\$100,000 CAPITAL EXPENDITURES-FLEET MANAGEMENT SOFTWARE/TABLETS/CONNECTIVITY

Introduced by: Peter Williams, Interim City Manager
Introduction Date: October 13, 2020
Public Hearing Date: October 27, 2020
Action:
Vote:

WHEREAS, the Public Works Department, Hauled Water Division budget line item 51-81-69x and Hauled Sewer Division budget line item 51-85-69x were approved for a total of \$50,000 (\$25,000 split between both divisions);

WHEREAS, a request for proposal was sent out by the City's Purchasing Agent on September 21, 2020 "Digitize Hauled Utilities" with a deadline of October 19, 2020;

WHEREAS, a common response from vendors is the proposed project budget is modest;

WHEREAS, this request for a \$100,000 (\$50,000 split between both divisions) increase may allow for more interest from vendors;

E-4				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
51-81-69x	Hauled Water Capital Expenditure- Fleet Mgmt. Software/Tablets/Connectivity	25,000	<u>50,000</u>	75,000
51-85-69x	Hauled Sewer Capital Expenditure- Fleet Mgmt. Software/Tablets/Connectivity	25,000	<u>50,000</u>	75,000
	Fund Balance		(100,000)	

WHEREAS, settled litigation requires compensation.

E-5				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-53-799	Litigation	0	<u>100,000</u>	100,000
01-10200	Fund Balance		(100,000)	

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

ENACTED THIS ___TH DAY OF OCTOBER 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Perry Barr, Mayor

ATTEST:

City of Bethel, Alaska

Ordinance 20-12 (e)
3 of 4

Introduced by: Peter Williams, Interim City Manager
Introduction Date: October 13, 2020
Public Hearing Date: October 27, 2020
Action:
Vote:

Lori Strickler, City Clerk



ADDENDUM #1
RFP For Hauled Utilities Digitization

This addendum is issued on the 25th day of September 2020 by the City of Bethel in answer to questions received by the Purchasing Agent. The issuance of this addendum DOES NOT change the proposal deadline date to October 19, 2020.

Question #1

Does the City of Bethel have budget restrictions for this digitization project?

No. The City will pursue budget modifications to accommodate proposal solutions provided they are able to render the requested results set forth in the RFP documentation.



ADDENDUM #2

RFP For Hauled Utilities Digitization

This addendum is issued on the 28th day of September 2020 by the City of Bethel in answer to questions received by the Purchasing Agent. The issuance of this addendum DOES NOT change the proposal deadline date to October 19, 2020.

Question #1

Underlying what we are envisioning, a database and a web server is required which would almost certainly be a service provided in the cloud. We do not think high bandwidth is required, but a reasonably reliable internet connection from the home office would be required for the solution we are best suited to provide. From the home office (where routes may be modified, reports run, etc.) is there a reasonably reliable (albeit perhaps slow) internet connection?

Yes. The home office where the foreman is working from has a reasonably reliable Internet connection. Occasionally there might be drops in service, but usually not for very long.

Question #2

Regarding "Develop a Solution to Electronically Update the Foreman on Route Progress" from the RFP, we can design a mobile app that runs well locally on the mobile device, and continuously tries to connect to transmit its information. So, as soon as the driver does have good signal, updates would push back automatically. We do not see any other alternative to get information back to the foreman. Is that acceptable – that the driver may do 2 or 3 houses, then finally he gets good signal, and only then do the updates on those 3 deliveries push back? If the driver has continuous bad signal, nothing may update until he's back on WiFi at the home office, for instance.

Yes. The City is aware that due to its limitations in cellular data and reliability that the "best-effort" solution might be its only option. A solution with the above-proposed performance would be acceptable.

Question #3

For services such as a database, web server, and if desired email service (to update customers automatically) we would default to Microsoft's Azure cloud platform. This would mean a monthly expense paid to MS for these services. This should be in the low \$100's per month, but we wanted to see if there was any issue with that.

There would be no issue with this. The City is also in the process of migrating to Microsoft 365 within a couple of months and so will already be using some aspects of Microsoft's Azure Cloud. If there would be a way to leverage the services through the existing subscriptions, that would also be acceptable. It would also be acceptable if these services must be kept separate.

Question #4

Has the budget for this project been approved by The City and if so can you share what that budget is?

The current approved budget is \$50,000. However, the City would seek budget modifications for viable proposed solutions that might exceed that amount if the solutions can fulfil all the desired outcomes.

Carmen Jackson CPA, LLC Cost Estimate

Employee	Rate	Oct Hours	Nov Hours	Dec Hours	Oct Days	Nov Days	Dec Days	Lodging	Per Diem	Airfare	Total Cost
Carmen	145	120	120	120	12	12	12	219	101	1,000	64,720
Christina	145	100	120	80	-	-	-	219	101	-	43,500
Cheryl	95	150	150	150	15	15	15	219	101	3,000	60,150
Heidi	95	30	30	30	-	-	-	219	101	-	8,550
		400	420	380	27	27	27			4,000	176,920

	Oct	Nov	Dec	Lodging	Per Diem	Airfare	Cost
Carmen	17,400	17,400	17,400	7,884	3,636	1,000	64,720
Christina	14,500	17,400	11,600	-	-	-	43,500
Cheryl	14,250	14,250	14,250	9,855	4,545	3,000	60,150
Heidi	2,850	2,850	2,850	-	-	-	8,550
	49,000	51,900	46,100	17,739	8,181	4,000	176,920

**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 DOT&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, DOT&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 DOT&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 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 DOT&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 DOT&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 DOT&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 DOT&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.

2. PROJECT RANKING

DOT&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.

3. PLANNING, DESIGN, AND CONSTRUCTION

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

4. TITLE DOCUMENTS

Upon completion of the project, DOT&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.

5. 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].

6. MAINTENANCE AND OPERATIONS

- a. The City agrees to maintain and operate the project at its own expense consistent with 23 CFR 1.27 and DOT&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.

7. INDEMNIFICATION

The City shall hold the DOT&PF, its officers, employees, and agents harmless from and defend and indemnify the DOT&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 DOT&PF to the extent the DOT&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 DOT&PF harmless from and indemnify the DOT&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.

8. DISPUTE RESOLUTION

- a. If a dispute arises under this Agreement between the City and DOT&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.

9. PENALTY FOR BREACH

- a. 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, DOT&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 DOT&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, DOT&PF will not include consideration of Municipal contribution until the City has cured the breach to DOT&PF's satisfaction.
- b. If notified by DOT&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 DOT&PF. If this Agreement is terminated pursuant to this clause, the City shall be liable to repay to DOT&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 DOT&PF was the sole cause of the cancellation,

DOT&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 DOT&PF or City, City shall bear all development costs, whether incurred by DOT&PF or City, either directly or through contract services, and DOT&PF shall bear any administrative costs incurred. After settlement of payments, DOT&PF shall deliver surveys, maps, field notes, and all other data to City.

10. CONTACTS

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

11. 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 DOT&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 DOT&PF that are not federally reimbursable.

12. AMENDMENT OF AGREEMENT

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

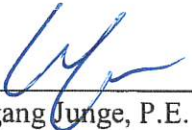
13. THE WHOLE AGREEMENT

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: 9/28/2020

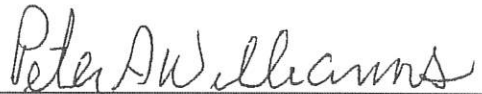
State of Alaska
Department of Transportation and Public Facilities



Wolfgang Junge, P.E.
Regional Director

Dated: 09/25/2020

City of Bethel

By: 

Peter Williams, Interim City Manager

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

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;

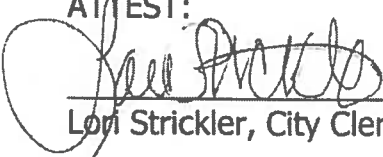
NOW, THEREFORE, BE IT RESOLVED that:

- 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

Introduced by: Acting City Manager Howell
Date: December 16, 2019
Action: Passed
Vote: 7-0

CITY OF BETHEL

Resolution # 19-17

COMMUNITY TRANSPORTATION PROGRAM ADMINISTRATION AND MAINTENANCE FUNDING COMMITMENT INCREASE FOR AKAKEEK, PTARMIGAN, AND DELAPP STREETS- HEAVY USE ROAD IMPROVEMENT PROJECT

- WHEREAS,** in May of 2019 Bethel City Council adopted Resolution 19-03 authorizing Administration to initiate 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 funding request was for Akakeek, Ptarmigan, and Delapp Streets - Heavy Use Road Improvement Project, this project would fund the rebuilding of of Akakeek, Ptarmigan from Lulu Heron to Delapp and all of Delapp;
- WHEREAS,** when the City initiated the application to ADOT&PF the City's estimated cost of the project was just over 1 million dollars;
- WHEREAS,** Bethel City Council adopted Resolution 19-03 confirming \$175,004 of matching funds available for the project;
- WHEREAS,** following the adoption of Resolution 19-03 a more detailed engineering review was completed by the City's Engineering firm which presented a project estimate of \$3,527,000;
- WHEREAS,** the Council, through the adoption of the 2020 Operating Budget designated \$500,000 for STIP Project or Gravel, this allocation was based off a project estimate of \$3,527,000;
- WHEREAS,** on December 10, 2019 ADOT&PF informed the City the project reevaluation estimate was \$7,271,462 requiring an increase of \$160,000 to the City's \$500,000 budgeted contribution;

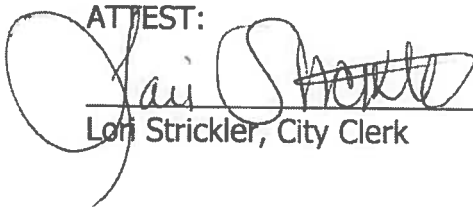
Introduced by: Acting City Manager Howell
Date: December 16, 2019
Action: Passed
Vote: 7-0

WHEREAS, the City is still going through the application process for the STIP project, funds for the project, if approved by ADOT&PF will not be needed until the FY 2021 or 2022 operating budget;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council does hereby authorize the increases to the City's funding match.

ENACTED DECEMBER 16, 2019 BY A VOTE OF 7 IN FAVOR AND 0 OPPOSED.


Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

REQUEST FOR PROPOSALS



Solutions to Digitize Hauled Utilities Department

RFP Release Date: September 21, 2020

Final Date for Inquiries: October 2, 2020 (3:00pm AST)

Proposals due Date: Deadline: October 19, 2020 (3:00pm AST)

Request for Proposal Administrator: Bo Foley, Interim Purchasing Agent

TABLE OF CONTENTS

INTRODUCTION	3
SCOPE OF WORK	4
RFP REQUIREMENTS AND INSTRUCTIONS	5
PROPOSER'S RESPONSIBILITIES	7
PROPOSAL PACKAGE REVIEW	8
EVALUATION CRITERIA	9
ATTACHMENT A: PROPOSER INFORMATION PAGE	14
ATTACHMENT B: PRICE PROPOSAL FORM	15
ATTACHMENT C: SIGNATURE AND VERIFICATION	16
ATTACHMENT D: EXAMPLE COMPLETED DOCUMENTS	17

INTRODUCTION

Purpose/Synopsis

The City of Bethel (hereinafter “City”) is soliciting competitive proposals for a solution to digitize the operations of the City’s hauled utility section of its Public Works department. The current method of operation places an inordinate amount of clerical work on a single individual and usually results in frustration on both the foreman and the customers. It is the City’s hope that with the right technology, we might be able to streamline the hauled utilities operation while also providing the City’s customers with real-time updates of when they received their hauled water and sewer services.

Background

The City of Bethel, Alaska is located 380 miles west of Anchorage and is not connected to any other community by road. We are a second class City with a strong city manager form of government and a population of 6,493. City services include public safety, fire and police, public works hauled and piped water and sewer utilities, public works solid waste, public works property maintenance, public works vehicles and equipment, planning, finance and other general government operations and support services.

Though areas on the road system of Alaska such as Anchorage benefit from some of the emerging technologies like gigabit Internet speeds or 5G/4G LTE cellular networks, Bethel is far behind the curve in all areas that allow it to employ technology to solve problems. Only within the last few years has Bethel graduated to 3G cellular service and the City itself must find ways to try running its entire network through a paltry 10 mbps Internet connection. The speeds available to the City make it near impossible to utilize some cloud-based or mobile device solutions that most might take for granted in today’s technological world.

Up until recently, General Communications Inc. (GCI) held full control over the Internet and cellular markets in the Bethel area. Verizon cellular service now functions here, but not with the same widespread coverage that GCI does. AT&T’s Firstnet (dedicated to First responders) also now works in the area, but not at the speeds that would make it useful. Despite these challenges, the City hopes to find a solution to the inefficiencies in its Hauled Utilities department.

Details on the Hauled Utility Operation

The City of Bethel has a total of eight (8) water delivery trucks and seven (7) sewer evacuation trucks. To qualify to drive either, a potential driver must hold a Commercial Driver’s License (CDL). One of the biggest challenges to this department is the recruitment and retention of drivers. It is not abnormal for the department to be functioning at 50% staff or lower. Of the eight water trucks, we currently have five drivers to operate them. We have the same number of drivers for the sewer trucks.

Each morning (Monday-Friday) five water and five sewer routes are printed out and assigned, one to each driver. On Saturdays, only four of each type of route are assigned. These routes are created within Microsoft Excel and are regularly updated due to requests by customers, the Finance department, or through determinations spawning from the Hauled Utilities department’s own audits. Only the Hauled Utilities foreman and his assistant have rights to modify these sheets. Anyone else with access can only view them.

Water drivers will mark an estimated amount of water delivered and will keep track of what number load they

are on. Sewer drivers simply place an “X” on what number load they are on because we currently have no mechanism to quantify how much sewage is evacuated from each property. Drivers will keep notes on their sheets if they have to skip a property, for example, if a parked vehicle was keeping the truck from being able to back in and service the property. Another example could be a frozen water or sewer pipe.

At the end of the day, all water and sewer route sheets (marked up by the drivers) are submitted to the Hauled Utility foreman. The Foreman then scans each of the sheets to the City’s server.

Drivers are instructed to leave tags at each property depending on if there was a successful delivery/evacuation or not. Drivers will leave a brown tag that denotes what service was completed and at what time. Blue tags are left if there was a problem such as the truck not being able to access the property or if the pipes are frozen.

Examples of completed route sheets and a brown tag are included in the Attachment-D documents.

SCOPE OF WORK

1) *Develop a Solution to Electronically Disseminate Route Sheets to Drivers*

An example of a given day’s set of completed route sheets are attached to this Request for Proposals document as Attachment D. One of the goals of this solution would be to allow drivers to electronically receive and fill out route sheets such that all of them are clearly legible. Secondly, it would be helpful if the drivers could somehow submit those route sheets either directly to the foreman.

An example of such a solution would be for drivers to be assigned tablets (within life-proof cases) that can work on both WiFi signals (present at the Public Works building) and on cellular networks (present in the field). Perhaps a customized route sheet can be created that allows users to simply choose an option from a pull down menu that has pre-determined values. This is where the City will need to heavily rely on the knowledge of the proposer. Given the limitations in both Bethel’s cellular network and Internet bandwidth, is a solution similar to this even viable?

2) *Develop a Solution to Electronically Update the Foreman on Route Progress*

A large goal of this project for the Hauled Utility foreman is to know where the water/sewer trucks are and, if possible, be able to see what houses were serviced and skipped (with accompanying reasons); both in real time. This would greatly increase the foreman’s capacity for helping customers who call the office to inquire about their deliveries or if they were missed/skipped. Currently, the only option the drivers use to keep the foreman updated is over two-way radio. Sometimes the voice quality of this solution is very poor or even delayed if the driver is away from the cab servicing a property. Once more, the City will rely on proposer knowledge as to what we can employ for the solution.

3) *Develop a Solution to Electronically Contact Customers*

Another goal would be to replace the task of leaving tags on doors with being able to send some kind of delivery confirmation to customers in real time either through email or SMS communication. Door tags sometimes go missing in Bethel’s extreme winds or are illegible. The ability to clearly communicate with a customer right when a service has been completed or to be able to explain why they were skipped, would be helpful to the City.

RFP REQUIREMENTS AND INSTRUCTIONS

Proposed Schedule

The following dates are proposed by the City; however, the dates and times may be changed as the needs of the City change. It is solely the Proposer's responsibility to stay informed on the dates, times, and any changes issued through addenda. All addenda will be posted on the City's website (www.cityofbethel.org) > Doing Business > Request for Bids/Proposals.

RFP issued – September 21, 2020

Deadline to receive written questions or requests for documents – October 2, 2020 (3:00pm AST)

Proposals due – October 19, 2020 (3:00pm AST)

Performance period of contract – Mid-October 2020 through January 2021 (Estimates)

Submission of Proposals

To be considered for award, the complete proposal package must be received by the Purchasing Agent prior to the official closing date and time. Allow sufficient time for transportation and receipt. It is the Proposer's responsibility to ensure that any third party carrier is able to deliver the package to the correct location in time to meet the closing date and time. Proposal documents will not be considered completed unless they include a fully-answered Attachment A, B, and C.

Proposal documents may be emailed, to the following email address:

purchasingagent@cityofbethel.org

The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City will send an email to the responder to confirm receipt of the proposal materials submitted.

Questions Concerning RFP

Questions regarding interpretation, clarification, or other inquiries about any portion of this RFP should be made in writing via email to the Purchasing Agent (purchasingagent@cityofbethel.org), who will be the official point of contact for this RFP. Only written questions will be accepted, and only written responses may be considered binding upon the City.

Complaints/Protests/Objections

Any interested party may protest any actual or perceived improprieties or ambiguities to this request for proposals. All complaints and/or protests regarding this request for proposals must be submitted in writing no later than October 2, 2020 at 3:00 pm AST. Specific information about how to file a protest or complaint can be found in Section 4.20.270 of the Bethel Municipal Code located at www.cityofbethel.org.

Written Addendum

The issuance of a written addenda by the City's Purchasing Agent is the only official method by which interpretation, clarification, or additional information may be given. The City is not responsible for any oral representation given by any employee, representative, or others.

Addenda or additional information will be posted to the City of Bethel website: www.cityofbethel.org

> Doing Business > Bids and Proposals. Proposers should acknowledge receipt of addenda by signing and submitting Attachment C. Failure to do so may prevent the proposal from being considered for an award. It is solely the Proposer's responsibility to ensure the receipt of all addenda and incorporate any changes before submitting a proposal to the City for consideration.

Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the receipt deadline by delivering a written request for withdrawal signed by, or on behalf of, the Proposer. The written request may be delivered by standard mail or by email to purchasingagent@cityofbethel.org.

PROPOSER'S RESPONSIBILITIES

Examination of Proposal Documents

By submitting a proposal, the Proposer represents that it has read and understands this RFP, has made the proposal in accordance with the RFP requirements, and is familiar with the local conditions under which the proposed services and products must perform. In addition, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

If the City awards a contract as a result of proposal submission, failure to have made proper investigations and examinations will in no way relieve Proposer from the obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by Proposer for additional consideration, compensation, or relief.

Failure by a Proposer to ask questions, request information, or submit objections by the dates indicated herein shall constitute the Proposer's acceptance of all of the terms, conditions and requirements set forth in this RFP.

Communications with the City

From the date this RFP is issued until a Proposer is selected and the selection is announced, Proposers or any affiliated parties are not permitted to communicate with City Council members regarding this RFP. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

Similarly, Proposers or any affiliates may not communicate outside the parameters set forth in this RFP with any officer or employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. The City reserves the right to reject any Proposal for violations of this provision.

Resources and Key Personnel

Key personnel are any person whose individual action or inaction may impact the timely accomplishment of the performance objectives of each contract requirement. By submitting a proposal, the Proposer represents that each person listed or referenced will be available to perform the services described for the City, barring illness, accident, or other unforeseeable events of a similar nature, in which case Proposer must promptly provide a qualified replacement approved by the City.

If awarded a contract, the Contractor shall furnish all resources including, but not limited to, personnel, management, equipment, supplies, resources, transportation, and support, to accomplish the performance objectives(s) of each contract requirement.

Equal Opportunity

The City of Bethel does not make contracting or awards based on, nor discriminate because of race, creed, color, religion, gender, sex, gender identity, sexual orientation, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information,

pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected under federal, state and local laws. The City of Bethel will not do business with any company that discriminates against any person based on any of the above criterion. All vendors doing business with the City of Bethel agree not to discriminate as detailed above and agree to provide the City with a copy of its non-discrimination policies within ten (10) calendar days of any contract award.

Evaluation and Selection

The Purchasing Agent will be the sole point of contact for all Proposers. The Purchasing Agent or their designee may request written clarifications from any Proposer to clarify any ambiguity or minor irregularity. The City may reject any proposal in which a Proposer's approach, qualifications or price is not considered acceptable by the City. Likewise, the Purchasing Agent reserves the right to accept proposals for scoring by waiving minor irregularities.

Proposer's Qualifications

Proposer is expected to meet or exceed each of the following minimum requirements. The respondent, its firm/organization, or subcontractors must:

- A. Be able to provide technical support to the City of Bethel should the City experience issues with the proposed solution
- B. Be able to provide technical training for the Hauled Utilities department during orientation of using the solution
- C. be a vendor in good standing with the City in accordance with BMC 4.20, under which the City will not consider a proposal/offer from, or award a contract to, any person, company, corporation, or organization that is in arrears, or is in default to the City upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to the City; and
- D. have the proper licenses and authority to perform work in the State of Alaska or the capability to obtain necessary licenses prior to contract execution.

PROPOSAL PACKAGE REVIEW

Initial Proposal Review

Each team member will evaluate and score each proposal in accordance with the Evaluation Criteria. The Evaluation Team will meet and use personal notes and individual score sheets to come up with a combined score. This score will be the only information used by the Purchasing Agent during the Price Proposal Evaluation.

This initial proposal review will be completely independent of the price proposal evaluation and members of the Evaluation Team will have no knowledge of any price proposals. Price proposals will remain sealed until after the initial proposal review, optional interview, and reference evaluations are complete, at which time only the Purchasing Agent will open the sealed price proposals and select one firm to award the contract.

Price Proposal Evaluation

The Purchasing Agent will apply the scoring formula listed in the Evaluation Criteria to determine the price per point for each proposal, the ranking, and corresponding score as indicated in the Evaluation Criteria list. The Purchasing Agent will not share the specific prices or the price per point values for any proposal during the Selection Process.

Negotiations

The City shall initiate contract negotiations with the selected Proposer. The City anticipates negotiating, at minimum, the following elements:

- A. Prices;
- B. Schedules;
- C. Deliverables; and
- D. Additional services that may be requested.

EVALUATION CRITERIA

Understanding: Max 20 pts.

The Proposer's understanding of the City's needs; the apparent quality, thoroughness, cohesiveness and applicability of the proposed work plans to meet the City's objectives.

Proposer Qualifications: Max 20 pts.

The Proposer's qualifications and documented, relevant experience in proposing solutions for similar projects for other entities.

Personnel Qualifications: Max 20 pts.

The competence of the proposed team members based on qualifications and documented experience with similar projects. Particular emphasis is placed on the qualifications of the Project Manager as well as team members' apparent ability to communicate project milestones, progress, and obstacles to non-tech professionals.

Approach: Max 20 pts.

The techniques for collecting and analyzing data, sequence and relationships of steps, and methods for managing the sub-parts and overall project. Of equal importance is whether the approach is completely responsive to the City's objectives and all outcomes contained in the RFP.

References: Max 20 pts.

Past performance as described by direct and indirect references (as well as any performance history with the City) in providing similar services. Client satisfaction and similarity between references and this project will be considered.

Price Per Point Evaluation

The sum of the points awarded by the Evaluation Team for each criterion yield the total points for that proposal. Rank is ordered by lowest price per point to highest.

For example: Total project cost = \$50,000
Total consensus evaluation points = 70
Price per point = $50000/70 = \$714.29$ per point #2 Rank

Total project cost = \$65,000
Total consensus evaluation points = 92
Price per point = $65000/8792 = \$706.50$ per point #1 Rank

Insurance Requirements

Prior to execution of the resulting contract derived from this RFP, the awarded Consultant shall obtain and maintain in force at all times during the term of the resulting contract, insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business in the State of Alaska.

Commercial General Liability – occurrence form, with coverage for:

- A. Premises/Operations;
- B. Products and Completed Operations;
- C. Broad form property damage;
- D. Personal and advertising injury;
- E. Contractual liability with minimum limits:
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 aggregate
- F. Worker's Compensation – as required by Alaska law

Economy of Presentation

Proposals should be presented simply and economically, providing a straightforward, concise description of your capabilities to satisfy the conditions and requirements of this RFP. The City does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances the City's understanding of your offer. Your emphasis should be on completeness and clarity of content.

The City is not liable or responsible for any costs incurred by you or any Proposer in responding to this RFP including, without limitation, costs for presentations, demonstrations, or interviews, if requested or required.

Proposal Guidelines

Proposers should submit a proposal in accordance with the instructions outlined in this section. The proposal package must be complete, self-contained, and respond directly to the requirements of this RFP. Ensure proposal can stand alone on its merits. Each proposal must also include a completed Attachment A, B, and C.

Proprietary Information

The Alaska Public Records Act mandates public access to government records. Therefore, unless

information is exempt from disclosure by law, the content of any request for information, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. If any information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed is contained in the Proposal, it should be clearly identified in any written submissions by marking each page containing such proprietary information as confidential. Proposers may not designate an entire proposal as confidential nor designate its Price Proposal as confidential.

Proposal Sections

Proposer should organize the proposal into the major sections listed in the Criteria for Evaluation.

- Tab 1 – Understanding
 - A. Cover Letter/Statement of Interest: (not more than two pages). Introduce your firm/organization and summarize key elements of the proposal to express your understanding of the proposal. The letter must stipulate that the proposal price will be valid for a period of at least one hundred eighty (180) days after the close of this RFP. An individual authorized to bind the Proposer must sign the letter.
- Tab 2 –Qualifications
 - A. Describe the experience of your firm/organization in developing classification plans. Document at least five years' experience by the Proposer with projects similar in nature.
 - B. Provide specific examples of how your firm/organization's expertise and recommendations have benefitted a municipality or similar organization.
 - C. Proposer Information Page (Attachment A)
 - D. Proposer Profile and History: (not more than six pages). Provide a brief background of the firm/organization. Describe the firm/organization's mission and basic philosophies as they relate to the services under consideration. Provide the names, titles and areas of responsibilities of the owners/partners. Describe the types of projects that the firm/organization typically performs.
 - E. Project Team.
 - a. Designate the person to serve as your project manager and list the full names and functional titles of all key personnel that will be part of the project.
 - b. Provide brief biographical information that identifies the project manager's and all key personnel's educational background, work history, and past responsibilities serving in similar financial advisory or human resource roles.
 - c. Describe the type of work each is expected to perform and their specific experience in the specialized areas of classification systems (to include represented, FLSA exempt/nonexempt, PERS).
 - F. Subcontractors. Provide a list of any proposed sub-contractors that the proposing firm/organization may use on a project. Provide the same information required in sections C

and D above for each subcontractor.

G. City Responsibilities: Describe the duties the Proposer expects to be performed by City staff.

- Tab 3 – Approach and Procedures

A. Provide a detailed breakdown and description of the specific steps, services, methods and references that will be employed to gather the data, analyze the findings, develop recommendations, and coordinate implementation as requested.

B. Describe the deliverables.

- Tab 4 – References

Provide at least three (3) references for whom your firm/organization has provided similar solutions within the past five years. The City reserves the right to contact any organization(s) or individual(s) listed as well as those not listed but discoverable through a search of publicly-available information on your firm/organization.

Include the following minimum information for each reference:

A. Community Name (City), State

B. Community Contact Person's name, phone number, email

C. Project Description

D. Project Start Date and Close-out Date

E. Description of Work Performed

The City of Bethel cannot be used as a reference; however, all past performance with the City will be considered during the evaluation process.

- Tab 5 – Litigation

Provide information on the nature, magnitude, and outcome of all litigation and judicial or quasi-judicial proceedings for the previous five years where a court or administrative agency has ruled for or against you or your firm/organization in any matter related to you or your firm/organization's professional activities. The City reserves the right to conduct additional research concerning any Proposer. Write, "None" for this tab if this section does not apply to your firm.

- Tab 6 – Other Information

Provide any information that will offer insight to the City about your qualifications, capabilities and resources not otherwise provided in one of the other tabs. This information should be pertinent and succinct. In addition to information you choose to provide, please also include in this section as appropriate:

A. Disclosure Statement: Please disclose any and all past or current business and personal relationships with any current City of Bethel elected official, appointed official, or City employee.

- B. A copy of any standard form contract that you have used previously for projects of similar scope and duration (optional).

Rights of the City

The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to issue subsequent Requests for Proposals, negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety.

This RFP is not in any way to be construed as an agreement, obligation, or other contract between the City and any person or firm/organization submitting a proposal, nor does it obligate the City to pay for any costs incurred in preparation and/or submission of proposals or in anticipation of a contract.

All material submitted in response to this request become the property of the City of Bethel, will not be returned, and are subject to the laws of the State of Alaska and City of Bethel after the announcement of an award is made. The City reserves the right to use any or all Proposer service ideas presented. Selection or rejection of the proposal does not affect this right.

The City may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer and require additional evidence of qualifications to perform the services described in this RFP. Contract award will be made at the sole discretion of the City, based on the evaluation of all responses and the Proposer's ability to best meet the City's objectives.

Attachment A

PROPOSER INFORMATION PAGE



This form is to be completed by the Proposer and included with RFP deliverables.

Legal Contractual Name of Firm: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Phone: _____ Fax: _____

Contact Person: _____

Title: _____ E-Mail Address: _____

Authorized Signature: _____

Is your business: (check one)

___NON PROFIT CORPORATION ___FOR PROFIT CORPORATION

Is your business: (check one)

___CORPORATION ___LIMITED LIABILITY PARTNERSHIP

___INDIVIDUAL ___SOLE PROPRIETORSHIP

___PARTNERSHIP ___OTHER (Specify) _____

Federal Tax Identification Number: _____

State of Alaska Business License Number and Expiration Date: _____
(If none, you must obtain a State of Alaska Business License within ten business days of contract award.)

Attachment B

PRICE PROPOSAL FORM



To: Purchasing Agent, City of Bethel
PO Box 1388
Bethel, AK 99559

The undersigned, on behalf of _____ [Proposer name] submits for consideration the following Price Proposal for Digitizing the Hauled Utilities Department:

Description	Price
Project Engineering	
Hardware (Tablets, SIM Cards, etc)	
Software, Programming, and Licensing	
Training	
Other Deliverables (Support, maintenance agreements, etc)	
TOTAL PROJECT PRICE	

Further, I hereby declare that I have carefully examined the requirements to furnish proposals to digitize the Hauled Utilities department were advertised to be received by September 4, 2020 and further declare to make this binding offer to furnish all resources necessary and provide said services.

Signature

Date

Printed Name

Attachment C

SIGNATURE AND VERIFICATION



By signing below, I hereby acknowledge the following:

1. Respondent, nor any of their representatives or third party mandated by Respondent, has attempted to contact City representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City Council to influence their decision;
2. Respondent has produced the proposal package without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a proposal package or to present a proposal package that does not comply, directly or indirectly, with specifications contained in the Request for Proposals;
3. Neither the Respondent nor any of its representatives engaged in discrimination, intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.

Acknowledgement of Receipt of Addenda

4. I hereby acknowledge receipt of any and all addenda associated with the Request for Proposals for Solutions to Digitize Hauled Utilities Department.

Signature

Date

Printed Name

To find addenda, please visit the City of Bethel's website at www.cityofbethel.org > Business > Request for Proposals and Request for Bids.

Where did you hear about this RFB?

☐ ADN ☐ City of Bethel Website ☐ Plans Room ☐ Other _____



Date:

8/5/2020

Day:

Wed

Water

- 1) Abe ✓ meet
- 2) Dennis
- 3) Trico ✓ meet
- 4) Tekoa ✓
- 5) Nick ✓
- 6) _____
- 7) _____

Sewer

- 1) Ken ✓
- 2) Curt ✓
- 3) Rob ✓
- 4) Mike ✓
- 5) Park ✓ meet
- 6) _____
- 7) _____

Nick Phillips
Tekoa Tony
Dennis Hensley
Ashley Jerry
Abraham Allen

Ken Nicori
Trico Gillian
Elliott Hoffman
Emerson Cedillos

Byung Park
Frank Chanar
Mike Mendenhall
Robert Taylor
Curtis Pavilla

DATE 8/5/20

WATER 2

WEDNESDAY

TAKE CARE OF THE TRUCK, THE TRUCK WILL TAKE CARE OF YOU

NAME: <u>Norm</u>					
TRUCK #: <u>757</u>			Service Businesses First		
	PTARMIGAN			NENGQERRLRIA	
@	9101 O		1#	9314 3	%
5	9106 B 4		1	9320 7	6
4#	9108 B 6	3	3	9321 4	5
4	9112 A 5		@	9322 A	5
5	9119 Wed/Sat 5		#1	9323 7	6
5	9121 Wed/Sat 6		@	9326 A	6
5#	9124 6		1	9326 B Wed/Sat 6	5
4	9125 "Gate Opens With 5		#1	9329 B 5	@
1	String From Outside"		#1	9331 A 5	
%	9127		1	9332 4	6
4	9128 8		@	9335	6
4	9130 2	2	2	9336 4+7	1169B knik 4
4	9132 Wed/Sat 5	2	2	9337 1	1169 15
2#	9137 10	2	2	9339 Wed/Sat 6	
%	9139 B		2	9342 9	
3	9141 Wed/Sat 4		2	9346 A 6	
%	9143		2	9346 B 5	
3	9147 5		@	9348	
3	9149 C 5		2	9352 3	
			2	9355 5	
4	9104 A/S	243#	3	9357 C 5+2	
			3	9358 6	
			%	9359	
			3	9361 5	
			3	9362 4	
			@	9363	
	TUPILLUK				
%	434				

XX

SLOW DOWN!!!! The customer is always welcome to call 907-545-2201

1931 Eagan Ave. Fairbanks AK 99701

DATE 8-5-20

WATER 3

WEDNESDAY

TAKE CARE OF THE TRUCK, THE TRUCK WILL TAKE CARE OF YOU

NAME: <u>TRCO</u>					
TRUCK #: <u>753</u>		Service Businesses First			
					YUGTAQ
	HOFFMAN RD		TOWER	#	1410 B = <u>750</u>
X	125 A = <u>350</u>	X	385 <u>200</u>	X	1420 <u>800</u>
X	125 B = <u>350</u>	X	3705 Nat'l Guard	X	1425 <u>450</u>
X	145 A/B <u>850</u>		Wed/Sat <u>200</u>	#	1430 <u>850</u>
X	158 A = <u>650</u>				
#	158 B = <u>1050</u>				
X	160 <u>250</u>		North APRON		AURORA
X	165-Wed/Sat <u>450</u>	X	3111 GRANT TERM <u>1350</u>	X	1360 Wed-Sat <u>550</u>
#	185 "New Tank In Back"	X	3119 RAVN TERM <u>NO Ser</u>		
X	195 Wed/Sat <u>Nick</u>	0	3121 Ravn Maint <u>NO Ser</u>		KNIK
#	215 <u>850</u>				1169 Big Camp
X	221 <u>1250</u>		STATE HIGHWAY		1169B Green/White
X	225 <u>1050</u>	X	1360 A = <u>150</u>		
%	228	X	1360 B <u>450</u> <u>550</u>		
X	230 <u>Nick</u>	X	1360 C = <u>400</u>		
X	245 <u>NICK Gopie</u>	X	1360 D = <u>350</u>		
%	260				
X	265 <u>Nick</u>	X	1360 F <u>360</u>		
		X	1360 G = <u>450</u>		
		X	1360 H = <u>200</u>		
	NORTH AVE	X	1360 I Wed/Sat <u>650</u>		
X	125 A Mon-Wed-Sat <u>550</u>	X	1360 J = <u>300</u>		
X	140 <u>950</u>	X	1360 K = <u>350</u>		
X	180 = <u>250</u>	X	1360 L = <u>250</u>		
X	182 <u>550</u>	X	1360 M = <u>260</u>		
X	185 = <u>550</u>				
X	195 -FILL <u>1850</u>	X	1100 N and O		
%	270		<u>1150</u>		
			<u>CB</u>		

XX

DATE

8/5/20

WATER 4

WEDNESDAY

TAKE CARE OF THE TRUCK, THE TRUCK WILL TAKE CARE OF YOU

NAME: <u>Phantom</u>		Service Businesses First	
TRUCK #: <u>755</u>			
NAUNRAQ		QUGYAK	
2 #	1003 750g <u>250+100</u>	3 #	1202 700
@	1005 300g	3	1203A 650g <u>300</u>
6	1009 550g <u>700</u>	3	1204 750g <u>800</u>
Fill Until It Overflows		3	1205 A 300g <u>450</u>
5	1011 500g Wed/Sat	3 #	1208 A 1000g <u>800</u>
6 5	1012 A 1000g <u>850+100</u>	3 4	1209 1000g <u>350+750</u>
5 #	1014 1000g <u>550</u>	3	1210 W/S <u>450</u>
%	1015 800g	4	1211 900g <u>500</u>
5 #	1019 1000g <u>850</u>	4	1216 "Fill On South Side"
5	1022 1000g <u>750</u>	4 #	1217 750g <u>1400</u>
2	1103 500g <u>550</u>	4	1218 1000g <u>700</u>
@	1105 1000g	5	1221 750g <u>900</u>
1 2	1107 1000g <u>700+100</u>	%	1301 800g
1 #	1109 600g Right Side Fill	2 #	1303 650g <u>650</u>
%	1111	2	1303 B 650g Wed/Sat
1	1115 1000g <u>400</u>	2 #	1306 "Pull Hose" <u>750</u>
1 #	1117 A 1000g <u>700</u>	2 #	1307 700
1 #	1117 B 1000g <u>450</u>	2	1310 300g <u>300</u>
%	1121 1000g	%	1316 A 1000g
1 #	1125 1000g <u>1500</u>	%	1316 B 1000g

XX

SLOW DOWN!!! CUSTOMERS CAN ALWAYS CALL 907-545-2201

DATE August 5th, 2020

WATER 5

WEDNESDAY

TAKE CARE OF THE TRUCK, THE TRUCK WILL TAKE CARE OF YOU

NAME: <u>NEEK</u>			Service Businesses First			Loads <u>MT 11</u>		
TRUCK #: <u>756</u>								
		RIDGECREST DR			MANIGNAQ			OWL ST
1st		401 2000g Subway		%	439 A 500g		@	410 A
1st		431 600g Cornies			439 B 500g - 750			
	#	449 500g		%	439 C&D 500g			
					445 Corner Of Akula / 250			
					1000g			
		THIRD AVE			AKULA			KALIQTUQ
		570 1000g AVCP			545 1000g - 1050		#	222 B - 700
				@	547 1000g		#	222 C - 700
					549 1000g 1100			Hit my back
					Clean YARD 10:35 AM		#	224 A - 650
					Thru		#	224 B - 650
		FOURTH AVE			MIKNGAYAK		#	224 C - 700
		631 "Fmly Clinic"			4401 A/B Full On B Side		#	224 D 750
					Wm. S. Hon Back Out			
								228 A - 300
								228 C - 100
		MANIGNAQ			GUNDER'S WAY			228 D - 700
				#	118 750g - 1050		%	228 F
	@	419 B			124 1000g - 1050			
		417 - 1050			126 #1 750g - 700			233 - 1000
	#	427 - 700			126 #2 800g - 750			Hoffman Rd.
	%	433 Access Manignaq			126 #3 750g - 750			265 - 1050
	%	435 Access Manignaq			126 #4 600g - 650			245 - 1300
	%	439 A Access Manignaq		#	130 A 850g - 750			230 - 750
				#	130 B - 650			195 - 550
					148 A 500g 0-Full			
				%	198 1200g			PT
								414 - 1000
								430 - 700
								442 - 1000
								Giant Wasp

XX

DATE Aug 5, 2020

EVAC 1

WEDNESDAY

TAKE CARE OF THE TRUCK, THE TRUCK WILL TAKE CARE OF YOU

[illegible]

DATE 8-5-20

EVAC 2

WEDNESDAY

TAKE CARE OF THE TRUCK, THE TRUCK WILL TAKE CARE OF YOU

NAME: <i>Curtis Penick</i>			Fuel Pumped:			HOUSES:		
TRUCK #: <i>713</i>			Service Businesses First			LOADS:		
		HOFFMAN ROAD			AURORA			THIRD AVENUE
5	125 A	✓	4	1360	Wed/Sat	1	751	1 load, new tank
5	125 B	✓						
5	145 A/B				STATE HIGHWAY			TOWER
5	158 A		3	1360	AC	3	385	
5	158 B		3	1360	BD	3	3705	Nat Guard
5	160		3	1360	EG			
5	185		3	1360	FH			
5	195	Wed-Sat	3	1360	JL			
#	221		3	1360	KM			NORTH APRON RD
@	215		3	1360	I	3	3119	Ravn Term <i>✓</i>
	225		3	1100	N and O (By jail)	3	3111	GRANT TERMINAL
%	228					3	3121	Ravn Maint <i>✓</i>
	230							
	245							
%	260				GUNDER'S WAY			KNIK
	265		2	118		1	1169	Big Camp
	NORTH AVENUE		2	122	A	1	1169B	Green/White
4	125 A		2	124				
4	140		2	126	#2			
4	180		2	126	#3			
4	182		2	126	#4 <i>Empty</i>			
4	185		2	130	B			
4	195		2	148	A <i>Hold</i>			
%	270		@	198				
	YUGTAQ							
4	1410	B						
4	1420							
@	1425							
4	1430							

~~1st Ave~~

Webber

0259 ✓

DATE 08-05-20

EVAC 3

WEDNESDAY

LOG AMOUNT OF FUEL FILLED FOR THE TRUCK
LOG LOAD NUMBER FOR EACH ADDRESS SERVICED

NAME: RAB		Fuel Pumped:		HOUSES:	
TRUCK #: 710		Service Businesses First		LOADS: 6 @ 3000 a load = 18,000 gal. Hauled	
	PTARMIGAN		NENGERRALRIA		TUPPILUK
4	9106 B	34 Mistake	# 9314	%	434
4	# 9108 B		% 9318 A		
4	9112 A	9112B	% 9318 B		
4	9119		9320		NAUNRAQ
4	9121		9321		# 1003
5	9123		9322 A		# 1005
5	# 9124		# 9323		1007
5	# 9125		@ 9326 A		1009
	% 9127		9326 B		1011 Wed/Sat
5	# 9128 Disconnect & Drain		# 9329 B		1012 A
5	9129		# 9331 A		# 1014
	@ 9130		9332		% 1015
5	9132		@ 9335		# 1019
	@ 9136		9336		1022
2	# 9137		9337		
	% 9139 B		9339		
2	9141		9342		
	% 9143		9346 A		
2	9147	EVAC 5	9346 B		
2	9149 C		@ 9348		
	random ridge		@ 9352		
7	% 9457 L	228A	9355		
2	9458	228C	# 9357 C		
2	9459	228D	9358		
2	9460	233	% 9359		
1	9461		9361		
	Kalichuk		9362		
1	222B		@ 9363		
1	222C				
1	224A				
1	224B				
1	224C				
1	224D				

DATE _____

EVAC 4

WEDNESDAY

TAKE CARE OF THE TRUCK, AND THE TRUCK WILL TAKE CARE OF YOU

NAME: Mike M				Haines 47	
TRUCK #: 711		Service Businesses First		Lone 6	
	MAKQALRIA		PTARMIGAN		PTARMIGAN
	% 9216		802		% 405 B
1	X 9217 B		@ 834 A trailer		% 414
	% 9217 C		@ 9101 O		@ 416
	@ 9218				
1	X 9219 AB		OWL ST	2	X 430
1	X 9219 D		@ 410A *Back Tank*	2	X 442
1	X 9219 C			2	X 448 B
1	X 9220 "Left Side Of House"		MANIQNAQ	1	@ 451
2	X 9222 A			2	X 454 M-W-F-S
1	X 9227		@ 419 B	2	X 456
	% 9228	3	X 417	2	X 460
1	X 9229 W/S	3	X 427	2	X 462 C "New House"
2	X 9230 A "Left Side"		% 433	2	X 602
1	X 9332		% 435		% 605 A
			% 439 A		@ 630 A
	Hoffman Rd	2	X 439 B	4	X 634 B-
	265		% 439 C&D	2	X 635 EMPTY
	245	3	X 445 empty completely	4	X 637 -
	230				@ 643
	225				% 646 B
	221				
				3	X 646 C
				3	X 652 A
	9326			3	X 652 B Wed Sat Empty
	9329 B			3	X 652 C
	9132			7	X 661
	9131 A				
			AKULA		
		3	X 545	4	X 9104 A
			@ 547		
		3	X 549 use their drive		
			red car in way tag		
			them and skip		

XX

34

32
9 ①
23
+ 1
24
13 ②
11
8 ③
3
+ 1
4
4 ④
0
+ 5
5 ⑤
0
+ 4 ⑥
4
4 ⑥
0

DATE _____

EVAC 5

WEDNESDAY

TAKE CARE OF THE TRUCK, AND THE TRUCK WILL TAKE CARE OF YOU

NAME: PARK					
TRUCK #: 714			Service Businesses First		
					1111
	AYAGINAR		AYAGINAR		KALIQTUQ
	9414 Wed/Sat		# 9457 C	#	222 B
@	9415		9458	#	222 C
@	9419 B		9459		
	9420 D		9460 Wed/Sat	#	224 A
	9425		9461 Wed/Sat	#	224 B
	9426	@	9463		224 C
	9427 A Stay off	%	9466	#	224 D
2	9427 B Grass	@	9468 B		
@	9429			%	227 A/B
#	9430 A Right Side				
	9430 B Left Side				228 A
	9431				228 C
#	9432				228 D
3	9434			%	228 F
3	9436				
2	9439 A				233
#	9441				
2	9442 DO NOT use 9440				
%	9443				
2	9444 B				
%	9445				
%	9449				
%	9451				
@	9455				
3	9355	4	9314		
3	9357	4	9320		
3	9358	4	9321		
		4	9322 A		
		4	9323		

XX

SLOW DOWN!!!! Customers are always welcome to call 907-545-2201

DATE 08-15-20

EVAC 5

WEDNESDAY

TAKE CARE OF THE TRUCK, AND THE TRUCK WILL TAKE CARE OF YOU

NAME: <i>Part + Rob</i>			Service Businesses First					
TRUCK #: <i>210</i>								
	AYAGINAR			AYAGINAR			KALIQTUQ	
	9414 Wed/Sat			9457 C			# 222 B	<i>Empty</i>
@	9415		#	9458			# 222 C	
@	9419 B			9459				
	9420 D			9460 Wed/Sat			# 224 A	
	9425			9461 Wed/Sat			# 224 B	
	9426		@	9463			# 224 C	
	9427 A Stay off		%	9466			# 224 D	<i>Empty</i>
	9427 B Grass		@	9468 B				
@	9429					%	227 A/B	
#	9430 A Right Side							
	9430 B Left Side							
	9431						228 A	
#	9432						228 C	
	9434						228 D	
	9436					%	228 F	
	9439 A							
#	9441					2	233	<i>Truck in way</i>
	9442 DO NOT use 9440							
%	9443							
	9444 B							
%	9445							
%	9449							
%	9451							
@	9455							

XX
SLOW DOWN!!!! Customers are always welcome to call 907-545-2201



CITY OF BETHEL

Utility Service Department

P.O. Box 1387 • Bethel, Alaska 99559

Area Code 907-543-2023

THE CITY UTILITIES:

WATER DELIVERED



SEPTIC PUMP DELIVERED



DATE/TIME: 9/16

TRUCK #: 756

Please contact the Billing Office at
543-3150 or Public Works at 543-2023 to
sign up & schedule an extra service call.



CITY OF BETHEL

Utility Service Department

P.O. Box 1387 • Bethel, Alaska 99559
Area Code 907 - 543-2023

THE CITY UTILITIES:

- WATER ☐
SEPTIC PUMP ☐

IS UNABLE TO SERVICE

YOUR HOUSE DUE TO:

- WATER FILL FROZEN OR BROKEN ☐
OVERFLOW FROZEN OR BROKEN ☐
DOG(S) IN WAY ☐
SEPTIC TANK FROZEN ☐
SEPTIC TANK BEYOND 40 FT. ☐
CAR IN WAY or OTHER OBJECT ☐

OTHER: _____

DATE/TIME: _____

DRIVER: _____

Please contact the Billing Office at 543-3150 or
Public Works at 543-2023 to sign up &
schedule an extra service call.

4.04.070 Appropriations.

- A. No budget appropriations may be encumbered without prior certification by the city manager that there is an unencumbered appropriation sufficient to cover such encumbrance and sufficient funds available to meet the expenditure.
- B. The city manager shall not permit, without council approval, during any budget year, an expenditure or contract incurring any liability in excess of the amount appropriated for each department of the city.
- C. Appropriations for capital improvement projects and grants carry over at year-end. All other appropriations covered by the budget lapse at the end of the budget year to the extent that they have not been expended or the goods or services for which they have been encumbered have not been delivered to or utilized by the city prior to the end of the city's fiscal year. [Ord. 17-43 § 2; Ord. 161 § 2, 1985.]

The Bethel Municipal Code is current through Ordinance 20-28, and legislation passed through September 22, 2020..

Disclaimer: The city clerk's office has the official version of the Bethel Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: www.cityofbethel.org

Code Publishing Company

STREETS & ROADS (10-66)		FY 2016 Actuals	FY 2017 Actuals	FY 2018 Pre Audit Actuals	2019 Budgeted	FY 2019 Mid Year Actuals	FY 2020 Budget
PERSONNEL:							
Salaries, Benefits & Taxes minus EGHB			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/Repari (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
724	Dues and Subscriptions			80			
727	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	Adminstrative 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

SUGGESTED AMENDMENTS TO

Ordinance #20-11

From Administration

Amend budget amendment entry E3, Public Works Department-Streets and Roads Division, to strike \$675,000 in the Proposed Total Appropriations for line item 10-66-69x and insert \$835,004.

Explanation

There was a calculation error in the proposed document.

Additionally, a question was raised during the introduction of the Budget Modification related to prior year appropriations for this project fund.

At the close of Fiscal Year 2020, line item 10-66-694, CAT 4WD EXTEND A HOE BKHOE, was found to be mislabeled but included a total unexpended appropriation of \$500,000. This appropriation was budgeted for this STIP project and gravel and is identified as a project fund that is supposed to rollover as provided for in [Bethel Municipal Code 04.04.070](#).

This budget modification will provide historical documentation and correct this project fund's rollover through the \$500,000 and the line item description.

CITY OF BETHEL, ALASKA

Emergency Ordinance #20-32

AN ORDINANCE BY THE BETHEL CITY COUNCIL EXTENDING THE DECLARATION OF EMERGENCY ISSUED THROUGH ORDINANCE #20-29, #20-11, ORDINANCE #20-09, AND ORDINANCE #20-08

- WHEREAS,** on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of COVID-19 in Alaska;
- WHEREAS,** on March 24, 2020, Bethel City Council adopted Ordinance #20-08; authorizing the City Manager and City Council to modify or suspend sections of the Bethel Municipal Code regarding public meetings and participation, procurement, contracts, leases and personnel rules in order to ensure the health, safety and welfare of the City during a State-declared public health emergency;
- WHEREAS,** on March 25, 2020, the Bethel City Council adopted Ordinance #20-09, finding the existence of a public health emergency related to the COVID-19 outbreak, incorporating by reference the declaration of local disaster emergency issued by the Acting City Manager and Mayor on March 24, 2020; seeking state and federal funding assistance; and issuing certain health advisories, and requests consistent with state and federal law; these emergency declarations were extended on May 26, 2020, through Ordinance #20-11, and through Ordinance #20-29 September 8, 2020;
- WHEREAS,** the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Bethel to be prepared and take all needed precautions until there is no longer a threat;

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

Section 1. Finding of Emergency. The Bethel City Council finds that an emergency exists in the City of Bethel due to the outbreak of COVID-19, which has been declared a global pandemic and a state and national public health emergency.

Section 2. Classification. This ordinance is not permanent in nature and is a non-codified ordinance that shall not become part of the Bethel Municipal Code.

Section 3. All provisions of Ordinance #20-11, as amended, remain in effect.

City of Bethel, Alaska

Ordinance #20-32

1 of 2

Introduced by: Mayor DeWitt
Introduction and Public Hearing Date: October 27, 2020
Action:
Vote:

Section 4. Effective and Expiration Date: This ordinance is effective immediately upon adoption by the City Council and shall remain in effect for a period of sixty (60) days.

ENACTED THIS 27th DAY OF OCTOBER 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

EMERGENCY ORDINANCE #20-33

**AN ORDINANCE BY THE BETHEL CITY COUNCIL EXTENDING EMERGENCY
ORDINANCE 20-26 "THE CITY OF BETHEL COVID-19 RULES AND
PROCEDURES," WHICH ADOPT AND CLARIFIES STATE OF ALASKA TRAVEL
PROTOCOLS FOR ALL INTERSTATE AND INTRASTATE NON-ESSENTIAL
TRAVEL TO THE CITY**

WHEREAS, the United States Centers for Disease Control and Prevention (CDC) has identified COVID-19 as a significant public risk; and

WHEREAS, on March 11, 2020, Governor Dunleavy issued a declaration of public health disaster emergency in response to the anticipated outbreak of COVID-19 within Alaska's communities; and

WHEREAS, on March 11, 2020, the World Health Organization designated the COVID-19 outbreak a pandemic; and

WHEREAS, various organizations, agencies, and local governments throughout the State of Alaska continue to restrict public gatherings, school sessions and programs, and other activities as well as non-essential travel in efforts to contain the virus; and

WHEREAS, on March 24, 2020, Bethel City Council adopted Ordinance 20-08, authorizing the City Manager and City Council to modify or suspend sections of the Bethel Municipal Code regarding public meetings and participation, procurement, contracts, leases and personnel rules in order to ensure the health, safety, and welfare of the City during a State-declared public health emergency; and

WHEREAS, on March 25, 2020, Bethel City Council adopted Ordinance 20-09, finding the existence of a public health emergency related to the COVID-19 outbreak, incorporating by reference the declaration of local disaster emergency issued by the Acting City Manager and Mayor on March 24, 2020; seeking state and federal funding assistance; and issuing certain health advisories and requests consistent with state and federal law; and

WHEREAS, on May 26, 2020, Bethel City Council adopted Ordinance 20-11 extending the declaration of emergency it previously issued, requiring explicit approval of Council before the adoption of any mandates or guidelines beyond the scope of the State of Alaska health mandates; and repealing Section 4 of Ordinance 20-09, which adopted travel and social distancing guidance within the City; and

WHEREAS, on August 31, 2020 Bethel City Council adopted Ordinance 20-26, the City of Bethel COVID-19 Rules and Procedures;

WHEREAS, since June 2020, there has been a rapid increase in COVID-19 cases throughout Alaska and within Bethel and surrounding communities in the Yukon-Kuskokwim Delta region; and

WHEREAS, according to data compiled by the State of Alaska, total statewide cases of COVID-19 have increased nearly six-fold since June 1, 2020 (526 to 3,102 cases through July 26, 2020); and

WHEREAS, according to data compiled by the State of Alaska, total cases of COVID-19 in the Bethel Census Area have more than doubled in the month of July 2020; and

WHEREAS, the Bethel Airport is the primary point-of-entry for persons traveling from outside the Yukon-Kuskokwim Delta region to Bethel and other communities within the Yukon-Kuskokwim Delta region; and

WHEREAS, the Yukon-Kuskokwim Delta region is home to over fifty (50) small and remote communities which are located off the road system and which have limited medical infrastructure; and

WHEREAS, since May 2020 the Yukon-Kuskokwim Health Corporation (YKHC) has offered voluntary COVID-19 testing at the Bethel Airport for all persons arriving from outside the Yukon-Kuskokwim Delta region to Bethel; and

WHEREAS, since May 2020 approximately 25%-50% of all persons arriving at the Bethel Airport from outside the Yukon-Kuskokwim Delta region have participated in YKHC's voluntary testing; and

WHEREAS, approximately 50% of cases of COVID-19 in Bethel and the Yukon-Kuskokwim Delta region have been identified through YKHC's voluntary testing at the Bethel Airport; and

WHEREAS, Bethel City Council finds it is necessary to adopt additional public health mandates regarding air travel to Bethel from outside the Yukon-Kuskokwim Delta region in order to contain the transmission of COVID-19 within its borders; and

WHEREAS, Bethel City Council has the authority to implement temporary local travel mandates relating to air travel to Bethel from outside the Yukon-Kuskokwim Delta region to mitigate COVID-19 within its borders and to protect the health of its residents based upon the following:

- Federal, State, and Local authorities have declared COVID-19 to be a public health emergency;
- AS 26.23.020(e), the State of Alaska Operations Plan, and the City of Bethel Emergency Operations Plan enable the City of Bethel to respond in times of a public health emergency;
- According to AS 26.23.060(h), a “political subdivision” permitted to act under AS 26.23 would include a municipality like Bethel, which has adopted and exercised its “health and safety” and “public peace, morals, and welfare” powers both through its Emergency Operations Plan and under Titles 1, 8, and 9 of the Bethel Municipal Code
- The “City of Bethel COVID-19 Emergency Rules and Procedures” adopt temporary requirements that are necessary and reasonable to protect public health and safety within the City and are narrowly tailored to limit the impact of these measures on the economic and personal liberties of all individuals and entities to which they apply;
- The Alaska Constitution, article X, section 1, provides that a liberal construction shall be given to the powers of local government units.
- Alaska Statute 29.25.030 expressly grants local communities the authority to adopt an emergency ordinance to meet a public emergency;
- Alaska Statute 29.35.260 permits a city outside a borough to exercise a power not otherwise prohibited by law;
- The Attorney General issued a guidance statement supporting a second class city’s authority to enact local mitigation measures during a public health emergency;
- In COVID-19 Health Mandate 018, Revised June 5, 2020, the Governor expressly delegated the power to enact local travel restrictions to local communities, with the exception of measures that prevent travel for Critical Personal Needs or the Conduct of Essential Services/Critical Infrastructure;
- The Governor and the Department of Health and Human Services have recognized the heightened risk of COVID-19 to residents of

small, remote communities with limited medical infrastructure, and they have supported a policy that provides small communities with the flexibility to enact public health mandates tailored to their particular circumstances. *See Alaska Small Community Emergency Travel Order – Attachment B, Health Mandate 012, superseded.*

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

Section 1. The Bethel City Council hereby adopts the City of Bethel Emergency COVID-19 Rules, which shall be adopted as follows:

Emergency Rule 1. Travel Quarantine and Testing. Except as provided in Emergency Rule 2, as long as COVID-19 testing is available at the airport, all persons arriving to the City of Bethel by means of commercial air transportation from a location outside the Yukon-Kuskokwim Delta region shall be required to provide proof of a negative COVID-19 test consistent with State of Alaska COVID-19 Health Mandate 10.1, as amended, or in the alternative shall take a COVID-19 test upon arrival to the region by the Yukon Kuskokwim Health Corporation at the Alaska Airlines terminal in Bethel and shall self-isolate until notified of a negative result, or shall quarantine for a period of fourteen days following arrival to the region.

Emergency Rule 2. Travel Quarantine and Testing for Critical Personal Needs and Essential Services/Critical Infrastructure. Except as otherwise provided in this rule, quarantine requirements provided in Emergency Rule 1, do not apply to persons arriving to the City of Bethel for Critical Personal Needs or the conduct of Essential Services/Critical Infrastructure as those terms are defined in Public Health Mandate 18. Except as otherwise provided in this rule, testing requirements provided in Emergency Rule 1, do not apply to persons arriving to the City of Bethel for Critical Infrastructure as those terms are defined in Public Health Mandate 18. All workers exempt from Rule 1 under this rule, shall be required to provide a letter consistent with State of Alaska Covid-19 Health Mandate 10.1, Section VII. b., as amended.

Emergency Rule 3. As it pertains to Bethel Municipal Code 5.30. No person operating a vehicle for hire or public transportation shall offer to be for hire to any person arriving into the region at the Alaska Airlines terminal in Bethel unless providing proof of a negative COVID-19 test within the last 72 hours or proof that a COVID-19 test was administered at the Alaska Airlines terminal.

Section 2. Civil Immunity Asserted. In adopting and enforcing this ordinance, the City and its agents, officers, and employees assert and maintain all immunities and

indemnifications provided for under AS 09.65.070, BMC 2.48, and any other immunities or indemnifications available in law or equity. Violation of Emergency Rule 3 is a violation of Bethel Municipal Code Chapter 5.30.

Section 3. Defense and Indemnification Agreements Authorized. The Council directs the administration to enter into any agreements with YKHC, including defense and indemnification agreements, necessary to implement this ordinance.

Section 4. Classification. This ordinance is not permanent in nature and is a non-codified ordinance that shall not become part of the Bethel Municipal Code.

Section 5. Effective and Expiration Date. This ordinance is effective 48 hours after adoption by City Council and shall remain in effect for a period of sixty (60) days from the effective date.

ENACTED THIS 27 DAY OF OCTOBER 2020 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

EMERGENCY ORDINANCE 20-34

AN ORDINANCE BY THE BETHEL CITY COUNCIL EXTENDING EMERGENCY ORDINANCE 20-27 ESTABLISHING A MANDATE WITHIN THE CITY OF BETHEL THAT MASKS OR SIMILAR FACE-COVERINGS BE WORN IN PUBLIC IN INDOOR AND INDOOR-ADJACENT SPACES, AND UNDER CERTAIN CONDITIONS IN OUTDOOR SPACES, DURING THE COVID-19 PUBLIC HEALTH EMERGENCY

- WHEREAS,** on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of COVID-19 in Alaska;
- WHEREAS,** on March 24, 2020, the Bethel City Council adopted Ordinance #20-08, authorizing the City Manager and City Council to modify or suspend sections of the Bethel Municipal Code regarding public meetings and participation, procurement, contracts, leases, and personnel rules in order to ensure the health, safety and welfare of the City during a State-declared public health emergency;
- WHEREAS,** on March 25, 2020, the Bethel City Council adopted Ordinance #20-09, finding the existence of a public health emergency related to the COVID-19 outbreak, incorporating by reference the declaration of local disaster emergency issued by the Acting City Manager and Mayor on March 24, 2020; seeking state and federal funding assistance; and issuing certain health advisories and requests consistent with state and federal law;
- WHEREAS,** on May 26, 2020, the Bethel City Council adopted Ordinance #20-11 further extending the public health emergency declared under Ordinance #20-09;
- WHEREAS,** on July 28, 2020, the Bethel City Council passed a resolution establishing a policy within the City of Bethel that masks or similar face-coverings be worn in public in indoor and indoor-adjacent spaces, and under certain conditions in outdoor spaces, during the COVID-19 public health emergency;
- WHEREAS,** on August 31, 2020, Bethel City Council adopted Ordinance #20-27 Establishing A Mandate Within The City Of Bethel that Masks Or Similar Face-Coverings Be Worn In Public In Indoor And Indoor-Adjacent Spaces, And Under Certain Conditions In Outdoor Spaces, During The COVID-19 Public Health Emergency;
- WHEREAS,** the COVID-19 outbreak remains ongoing, and in fact cases continue to rise in Alaska; accordingly, the potential extent and effect of the disease cannot yet be
- City of Bethel, Alaska Ordinance #20-34

known, and it remains vital for the City of Bethel to be prepared and take all necessary precautions until the outbreak no longer poses a threat;

- WHEREAS,** a growing body of scientific research shows that people with no or few symptoms of COVID-19 can still spread the disease, and that the use of face coverings, combined with physical distancing and frequent hand-washing, will dramatically reduce the spread of COVID-19;
- WHEREAS,** because of the community's quick and voluntary actions to wear face coverings in public, limit social interactions, stay at home when sick, and wash hands frequently, Bethel has been fortunate to avoid large numbers of COVID-19 cases in the city and region at this time;
- WHEREAS,** the risk of COVID-19 remains high; the increasing numbers of Alaskans who are leaving their homes for work and other needs, and for travel both in and out of the region, increase the risk of COVID-19 exposure and infection;
- WHEREAS,** over the last few months, healthcare providers have learned a lot about COVID-19 transmission; crucially, research and data show that people who are infected but are asymptomatic or pre-symptomatic play a big role in community spread, as they can transmit the virus to others before those symptoms appear, meaning that the virus can spread between people interacting in close proximity to each other by actions such as speaking, coughing, singing, laughing, or sneezing;
- WHEREAS,** the Bethel City Council recognizes that it is critical to continue to maintain 6-feet of physical distancing to slow the spread of COVID-19, but that the additional use of a simple face covering, as recommended by the CDC, can further aid in slowing the spread of the virus by reducing the chances of asymptomatic or pre-symptomatic people transmitting the virus to others;
- WHEREAS,** the City of Bethel, as an employer and custodian of City-owned and operated public facilities, is required to maintain a safe work and public environment and on that basis is empowered to require masks, hand-washing, physical distancing, and other similar COVID-19 prevention and mitigation measures on City property in order to ensure the health and safety of the public and of City employees on City owned, leased, or operated property;
- WHEREAS,** it is imperative that the City take its role in protecting this community and region seriously, and every resident, visitor, business, organization and agency in this community has a responsibility to do their part in protecting each other from this serious disease; if we don't all participate in these mitigation and prevention

measures, then the benefits will not be realized;

WHEREAS, the State of Alaska has issued formal legal guidance opining that second class cities have the power to enact masking mandates during this pandemic;

WHEREAS, the Council finds that it is in the best interest of the public peace, health, welfare and safety, and to preserve the health, safety, and lives of the citizens of the community and region, to establish a mandate that masks and face-coverings be worn when interacting in public spaces in the community of Bethel, consistent with this mandate;

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

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

SECTION 2. Mandate:

To reduce the possibility of community spread of COVID-19, it is the mandate of the City of Bethel that face coverings be worn when people are in high risk public situations including but not limited to:

- Inside of, or in line to enter, any indoor public space;
- Obtaining services from a healthcare facility;
- Waiting for or riding on public transportation or while in a taxi or bus;
- Engaged in work, whether at the workplace or performing work off-site, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;
- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through public common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance;
- Driving or operating any public transportation or taxi service or ride-sharing vehicle;
- While outdoors in public spaces when maintaining a physical distance of six feet from persons who are not members of the same household or residence is not feasible.

SECTION 3. Exemptions:

The following individuals are exempt from wearing a face covering:

- Persons younger than two years old;
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;
- Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
- Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence;
- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others; and
- Persons who are incarcerated. Jails and community residential centers, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.

Section 4. Enforcement. The City reserves the right to use all available enforcement options to ensure compliance with this mandate. However, brief removal of a face covering, such as is necessary to eat, drink, or scratch an itch does not constitute a violation of this mandate (although hand-washing is recommended after such activities). Additionally, a violation of this mandate does not create grounds for residents to harass individuals who do not comply with it.

NOW, THEREFORE, BE IT ORDAINED that the Bethel City Council establishes a community mandate that masks or similar face-coverings shall be worn when interacting in public spaces in the community of Bethel consistent with this resolution and establishes a mandate that masks or similar face-coverings be worn in City facilities and on City property in accordance with this resolution. Ordained

Introduced by: Mayor DeWitt
Public Hearing and Adoption Date: October 27, 2020
Action:
Vote:

Section 5. Effective and Expiration Date: This ordinance is effective immediately upon adoption by the City Council and shall remain in effect for a period of sixty (60) days.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA THIS 27th DAY OF OCTOBER 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Resolution 20-17

A RESOLUTION BY THE BETHEL CITY COUNCIL IN RESPONSE TO THE PUBLIC HEALTH EMERGENCY, EXTENDING RESOLUTION 20-13 FROM NOVEMBER 1, 2020 UNTIL THE EXPIRATION OF THE EMERGENCY ORDINANCES WHICH EXTEND EMERGENCY ORDINANCE 20-08

- WHEREAS,** on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of COVID-19 in Alaska, and that emergency remains ongoing;
- WHEREAS,** the increase in COVID-19 cases in our community presents a health and safety concern; to mitigate the impacts, the City Council passed Resolution 20-13 which held all public meetings of the Council, committees, commissions, and boards, through virtual means until November 1, 2020 and allowed for extension of the Resolution by Council;
- WHEREAS,** Emergency Ordinance 20-08 by the Bethel City Council temporarily authorized the City Manager and/or City Council to modify or suspend sections of the Bethel Municipal Code regarding public meetings and participation to ensure the health, safety, and welfare of the City during a state-declared public health emergency;
- WHEREAS,** with a mandate for virtual participation for our elected and appointed officials, the costs borne by our municipal volunteers shall be offset by vouchers funded by CARES Act funds;
- WHEREAS,** the potential extent and effect of COVID-19 cannot yet be known; therefore it remains vital for the City of Bethel to be prepared and take all needed precautions until the pandemic no longer presents a threat;

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

Section 1. The Bethel City Council extends Resolution 20-13 which implements virtual meetings for all committee, commission, board and council meetings of the City of Bethel. Further, exemptions for in-person participation will be provided to the Chair, Recorder, Ex Officio member, and the City Clerk,

Introduced by: Mayor Michelle DeWitt
Date: October 27, 2020
Action:
Vote:

City Manager and Mayor of each respective body, board, commission, committee, or council

Section 2. The Bethel City Council extends Resolution 20-13 which authorizes the distribution of \$10 vouchers to appointed and elected officials (members) for each meeting attended virtually, however the member must be present for at least 75% of the meeting, and be appointed or elected to the body.

Section 3. Effective and Expiration Date. This Resolution is effective November 1, 2020 and shall remain in effect until Emergency Ordinances which extend Emergency Ordinance 20-08 expire.

ENACTED THIS 27 DAY OF OCTOBER, 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Resolution 20-18

A RESOLUTION BY THE BETHEL CITY COUNCIL ASKING THE RESIDENTS, BUSINESSES, ORGANIZATIONS AND VISITORS OF BETHEL TO TAKE IMMEDIATE MEASURES TO STOP THE SPREAD OF COVID-19

- WHEREAS,** on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of COVID-19 in Alaska, and that emergency remains ongoing; drastic
- WHEREAS,** on March 25, 2020, the Bethel City Council adopted Ordinance #20-09, finding the existence of a public health emergency related to the COVID-19 outbreak, incorporating by reference the declaration of local disaster emergency issued by the Acting City Manager and Mayor on March 24, 2020; seeking state and federal funding assistance; and issuing certain health advisories, and requests consistent with state and federal law; these emergency declarations were extended on May 26, 2020, through Ordinance #20-11, and through Ordinance #20-29 September 8, 2020;
- WHEREAS,** the increase in COVID-19 cases in our community presents a health and safety concern and therefore the Bethel City Council asks all persons in Bethel, except for those engaging in "Alaska Essential Services and Critical Workforce Infrastructure" as defined in State of Alaska Health Mandate 11 and those engaging in "Critical personal Needs" as defined in State of Alaska Health Mandate 18, to remain in their place of residence and practice strict physical distancing;
- WHEREAS,** the Yukon Kuskokwim Delta is a vast community with friends and family spread over the Region;
- WHEREAS,** our Region has seen a terrifying spike in COVID-19 cases over the last few days with a total number of 155 active cases and four deaths in the Region, as of October 20, 2020 proving, we are not all doing our part to protect our loved ones, our critical infrastructure or our communities, we have to do better;

WHEREAS, because the State of Alaska is not going to take measures to help stop the spread of COVID-19 in our communities or Region, we have to protect each other, if we are going to make a difference we all have to make a change, we have to all make a change together;

WHEREAS, immediate action is required before more lives are harmed by and more lives are lost to COVID-19, we must all as individuals, as businesses and as organizations, do everything we can to protect our Region from seeing increased devastation;

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

The City Council asks all people in Bethel to:

1. Immediately isolate any family member who is showing the following symptoms:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea
2. Stop participating in public or private indoor and outdoor gatherings that include non-household members, regardless of the number of people involved.

Bethel businesses and organizations are asked to:

1. Allow for and encourage employees to work from home whenever

Introduced by: Mayor Michelle DeWitt

Date: October 27, 2020

Action:

Vote:

possible.

2. Close or reduce public access to their facility whenever possible.
3. Adopt methods of interacting with the public that encourage distancing, including replacing in-person interactions with telephonic, videoconference or other electronic/remote contracts whenever possible.
4. Strictly abide by and enforce at their place of operation the Bethel City Council's Mandates:
 - Ord. 20-26: Testing and Quarantine Mandate following travel
 - Ord 20-27: Mask Mandate
5. Ensure physical distancing measures are taken to prevent employees and patrons from being within six feet of another individual for more than 15 minutes.

Surrounding communities and visitors are asked to:

1. Limit travel into Bethel for Critical Personal Needs and Essential Services/Critical Infrastructure as defined in Alaska Health Mandate 18.
2. When in Bethel isolate and prevent interaction with residents.

ENACTED THIS 27 DAY OF OCTOBER, 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	AM 20-53		
Date action introduced:	October 27, 2020	Introduced by:	Peter A. Williams, Interim City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Accept and approve the Alaska Community Transit Reimbursable Grant Award in the amount of \$731,328 and direct the Acting City Manager to sign the related grant agreement.

Attachment(s): (1) Alaska Community Transit Reimbursable Grant Project Agreement Number 2512-20-0200.

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$731,328	Grant Award	TBD
	Funds in City FY 2020 Budget.	

Summary Statement

The City of Bethel was awarded a CARES Act transit grant in the amount of \$731,328 to cover operating costs of Bethel Public Transit System for the performance period 1/20/2020 to 9/30/2023. The grant requires no cash match from the City.

This CARES Act Transit Grant can only be used for COVID-19 related transit expenses. The City may use this grant to cover the cost of driver/manager administrative leave for periods of time in which the transit system was shut down due to a COVID-19 safety concern. The City may use this grant to purchase transit vehicles and pay for the personnel to operate those vehicles. The understanding is that putting more vehicles to work at once would help to spread out riders among vehicles and therefore make it safer for passengers and drivers. The City may not seek reimbursement for expenditures already incurred and already reimbursed by other transit grants.



**Alaska Community Transit
Reimbursable Grant
Project Agreement**

State of Alaska, DOT & PF
PO Box 112500
Juneau AK 99811-2500
Phone: 907-465-4070
Fax: 907-465-6984
dot.alaska.gov/transit

Agreement Number: 2512-20-0200	Start to End Dates: 1/20/2020 - 9/30/2023
	Amount: \$731,328
Applicant Organization: City of Bethel	Phone: 907-543-1386 Fax: 907-543-1388
Project Director: John Sargent	E-mail Address: jsargent@cityofbethel.net
Physical Address: PO Box 1388 Bethel, Alaska 99559	Project Location (city/town): Bethel
	DUNS Number: 082508458
Non-Profit? X	Employer Identification Number [REDACTED]

BUDGET

Project	UPIN	Type	Grant #	CFDA #	ActFunds	AMHT Match	Local Match	Totals
Operating (5311 Only)	BCG0002565	FTA	AK-2020-027	20.509	\$731,328	\$0	\$0	\$731,328
Totals					\$731,328	\$0	\$0	\$731,328

Acceptance of conditions: It is understood and agreed by the undersigned that any funds received as a result of the approval of this agreement are subject to all State and Federal Governmental Regulations. This project does or will constitute an official part of the Transit program of the State of Alaska, and will meet all requirements and administrative regulations of the State of Alaska, Federal Transit Administration and Alaska Mental Health Trust Authority. The undersigned also agree to perform those activities detailed in the application and will maintain records documenting expenditure of funds for the activities. Subject to the availability of Federal funding, reimbursement will be made monthly or upon submission of a final evaluation report and reimbursement request following completion of grant activities.

ADDITIONAL INFORMATION

Responsible Individuals within Sub-Recipient Organization

Financial Manager: <u>Sam Amik</u>		Phone: <u>907-543-1397</u>
Title: <u>General Ledger Analyst</u>	E-mail: <u>samik@cityofbethel.net</u>	
Signature: _____	Date: _____	Fax: <u>907-543-3817</u>
Authorizing Official (authority to spend organization funds): <u>Peter A. Williams</u>		Phone: <u>907-543-1373</u>
Title: <u>City Manager, Interim</u>	E-mail: <u>pwilliams@cityofbethel.net</u>	
Signature: _____	Date: <u>10/6/2020</u>	Fax: <u>907-543-1394</u>

This agreement will be null and void if not signed and returned within 3 months of the subrecipient receiving the BlackCat Grants emailed agreement notification.

ACT Use Only

Signature by State Project Manager:

The project manager has reviewed the agreement for compliance with the terms of the grant award by the Federal Transit Administration and assures that the necessary funds have been obligated.

State Project Manager
Division of Program Development

Date

Authorized Signature for State:

Authorized Signature for State
Director, Division of Program Development
Alaska Department of Transportation and Public Facilities

Date

AGREEMENT CONDITIONS

THE FOLLOWING CONDITIONS ARE A PART OF THE PROJECT AGREEMENT AND AS SUCH, ARE BINDING ON ALL PARTIES TO THE GRANT AGREEMENT BETWEEN:

THE STATE OF ALASKA DEPARTMENT OF PUBLIC TRANSPORTATION AND PUBLIC FACILITIES AND
City of Bethel

This Agreement is between the State of Alaska, Department of Transportation and Public Facilities (hereinafter called the STATE or DOT&PF) and **City of Bethel** (hereinafter called the SUBRECIPIENT). The STATE and the SUBRECIPIENT are entering into this Agreement pursuant to Alaska Statute (AS) 19.05.040 and any regulations promulgated thereunder. This Agreement is effective when signed by both parties.

WHEREAS the Governor of the State of Alaska has designated the STATE to evaluate and select projects proposed by the public transit providers and to administer the grants; and **City of Bethel**

WHEREAS the authority to receive and expend funds has been approved by the State Legislature.

WHEREAS THE Alaska Legislative Budget & Audit Committee approved RPL25-2020-8766 on May 1, 2020 provided for \$29,000,000 in order to reduce the opportunities of the spread of the COVID-19 virus and to recover from the effects of the virus.

The parties mutually agree as follows:

I. SCOPE OF WORK: Transfer funding from the Federal Transit Administration to Subrecipient for the activities listed in the attached budget.

A. The SUBRECIPIENT agrees to the following:

- 1. Assumption of Responsibility:** The SUBRECIPIENT assumes all responsibility for the Project funded by this Agreement.
- 2. Compliance with Laws and Regulations:** The SUBRECIPIENT will comply with all applicable laws, regulations, and codes of the State of Alaska, the United States Government, and local governments. SUBRECIPIENT's failure to comply with its varied obligations shall constitute a material breach of this contract.
- 3. Pledge:** The SUBRECIPIENT pledges to the STATE that it will spend furnished grant monies only for the purposes approved by this Agreement.

II. SUBRECIPIENT CAPACITY

- A. Subrecipient Legal, Financial, and Managerial Capacity:** The SUBRECIPIENT assures that it has the necessary legal, financial (including funds sufficient to pay the non-Federal share of project cost), institutional and managerial capability to apply for, receive, and disburse STATE funds awarded in this grant agreement. The SUBRECIPIENT also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the grant program under which it is funded, as further described in the SUBRECIPIENT's grant application and the grant agreement.
- B. Subrecipient Legal Authority to Accept this Sub-Grant:** The SUBRECIPIENT certifies that it has the legal authority to accept grant funds for this project, either as an IRS 501(c)(3) private nonprofit corporation in good standing with the State of Alaska Department of Community and Economic Development, as a local or tribal government entity, or a private for-profit operator of transit services.
- C. Subrecipient Debarment/Suspension Certification:** the SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals:
1. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available at SAM.gov;
 2. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 3. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the

offenses listed in the paragraph above; and

4. Have not within the last three years had any Federal, State, or local public transaction terminated for cause or default. If the SUBRECIPIENT later becomes aware of any information contradicting these Debarment/Suspension statements, it will promptly provide that information to the STATE.

If the SUBRECIPIENT cannot certify for all the Debarment/Suspension statements above, the SUBRECIPIENT shall so indicate in a transmittal letter or message of explanation, to be returned with this signed grant agreement (per 2 C.F.R. Part 1200).

As used in this section, "principal" has the same meaning as defined in 2 C.F.R. §180.995.

- D. Administrative and Accounting Systems:** The SUBRECIPIENT certifies it has or will establish a proper accounting system per generally accepted accounting principles (GAAP) and any State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal "Common Rule," 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- E.** The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.
- F. (r)** Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- G. (s)** Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
- (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

III. STATE REQUIREMENTS

A. Lobbying Prohibition: None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Alaska State Legislature or the U.S. Congress.

If this grant is \$100,000 or more:

1. The SUBRECIPIENT certifies that it has not and will not use State funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any State grant, cooperative agreement, or any Federal award.
2. the SUBRECIPIENT assures that it will require its contractors awarded a contract exceeding \$100,000 to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the SUBRECIPIENT will forward all these forms to the STATE.

B. Non-Discrimination on the Basis of Disability: The SUBRECIPIENT assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The SUBRECIPIENT assures it will comply with 49 CFR Parts 27, 37, 38, and 39 which implement the Americans with Disabilities Act (ADA) and Section 504 of Rehabilitation Act of 1973, as amended. The SUBRECIPIENT understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications. The SUBRECIPIENT assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted by the STATE. If the SUBRECIPIENT is awarded funds to purchase a non-ADA vehicle for use in demand responsive service for the general public, the SUBRECIPIENT assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.77.

The SUBRECIPIENT assures that all new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc. [Public entities and all Section 5311 subrecipients must comply with 49 CFR Part 37, Subpart C.] The SUBRECIPIENT assures that any construction contract funded through this project will include ADA requirements.

- C. Equal Employment Opportunities (EEO):** The SUBRECIPIENT assures Equal Employment Opportunities; it will:
1. treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;
 2. take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);
 3. post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;
 4. Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors.
- D. Audits:** The SUBRECIPIENT certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per Federal 2 CFR 200 'Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards') and by the regulations implementing the State of Alaska Single Audit Act. The SUBRECIPIENT recognizes the authority of FTA, the US Department of Transportation (USDOT), and the STATE to monitor project activities, to conduct reviews and inspections, and to conduct additional audits to verify compliance with grant requirements and assurances. The SUBRECIPIENT agrees to make the necessary records available to any of the above parties upon request.
- E. Conflicts of Interest Prohibited:** The SUBRECIPIENT certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties. In the event of a conflict of interest the SUBRECIPIENT will notify the STATE. Upon written notification the STATE may suspend or terminate this agreement.
- F. Indemnification:** In this section, "SUBRECIPIENT" includes the SUBRECIPIENT's employees, agents, and contractors. The SUBRECIPIENT agrees to indemnify, hold harmless, and defend the STATE, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the SUBRECIPIENT arising out of the SUBRECIPIENT's assumption of the responsibilities for the Project set forth in this agreement. The SUBRECIPIENT is not required to indemnify the STATE for a claim of or liability for the independent negligence of the STATE. If there is a claim or liability for joint negligent error or omission of the SUBRECIPIENT and the independent negligence of the STATE, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the STATE's selection, administration, monitoring, or controlling of the SUBRECIPIENT.
- G. Insurance:** The SUBRECIPIENT shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement. Where specific limits are shown, they shall be the minimum acceptable limits. If the SUBRECIPIENT's policy contains higher limits, the STATE shall be entitled to coverage to the extent of such higher limits. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance in the State of Alaska, under Title 21 of the Alaska Statutes.
1. **Worker's Compensation Insurance:** for all employees engaged in work, under the grant, with coverage as required by AS 23.30.045. The policy must waive subrogation against the STATE.
 2. **Automobile Liability:** a minimum coverage of \$500,000 combined single limit per occurrence. The SUBRECIPIENT shall provide certificate of insurance to the STATE, annually and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions. The SUBRECIPIENT shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Alaska as lien holder, and any replacement vehicle must meet the STATE-approved vehicle specifications.
- H. Performance Requirement:** The failure of the STATE to insist upon strict performance by the SUBRECIPIENT of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the STATE of any provision or covenant in this Agreement cannot be enforced or relied upon by the SUBRECIPIENT unless the waiver is in writing and signed on behalf of the STATE.
- I. Termination Provisions:**
1. **Termination for Cause:** If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the STATE of such failure or violation, the SUBRECIPIENT fails to take proper corrective action within a reasonable amount of time, the STATE shall have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such

termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the SUBRECIPIENT under this Agreement shall, at the option of the STATE, become the STATE's property and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the STATE to be a "failure to perform" and may result in the loss of the award, at the option of the STATE.

2. Termination for Convenience: If, due to changed circumstances, the STATE or the SUBRECIPIENT wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the STATE, become the STATE's property. If the Agreement is terminated as provided herein, the SUBRECIPIENT shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the SUBRECIPIENT during the contract period and which are directly attributable to the SUBRECIPIENT's performance of this Agreement. The STATE shall also reimburse the SUBRECIPIENT for any costs properly incurred by the SUBRECIPIENT in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the STATE for similar types of contracts.

J. Non-Compliance; Disputes; Remedies:

1. Recovery of Funds: In the event of termination, default, or violation of the terms of this Agreement, including misspent funds, unallowable costs incurred, or unobligated balances, the STATE is entitled to recover all or part of the project funds paid to the SUBRECIPIENT. If SUBRECIPIENT does not promptly remit the funds in response to a demand, the STATE may collect the debt by:

- i. Making an administrative offset against payments that would be due under other grant awards or appropriations
- ii. Withholding advance payments that would otherwise be due
- iii. Instituting civil action
- iv. Taking any other action permitted by law

All remedies conferred on the STATE by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the STATE's option.

2. Enforcement: Upon provision of written notice, the STATE may take one or more actions in the event SUBRECIPIENT fails to comply with the terms of the award. Such action may include grant termination, suspension, imposition of corrective action measures, and recovery of funds. If the STATE imposes corrective action measures, it will inform SUBRECIPIENT of the corrective action sought, the reason for imposition, and the time allowed for completing corrective actions. SUBRECIPIENT may contest enforcement action implemented by the STATE through the Objection procedure identified below.

3. Objection to Enforcement Action: A SUBRECIPIENT contesting an enforcement action may file an Objection with the Alaska Transit Coordinator within 15 days of receipt of written notice of the action. The Objection must include the name, address, and telephone number of the Objector, the signature of the Objector or his/her representative, a detailed statement of the legal and factual grounds of the Objection, including copies of relevant documents, and the form of relief requested.

Within 30 days of receipt of the Objection, the Transit Coordinator will issue a decision. The Transit Coordinator may extend this deadline for up to an additional 30 days, in which case he/she will notify the Objector in writing of date of the extended deadline.

If the Transit Coordinator sustains a SUBRECIPIENT's objection to an enforcement action, he/she may rescind or modify the enforcement measure, or implement another appropriate remedy. In no case, however, is a SUBRECIPIENT entitled to recover more than its reasonable preparation costs related to the Objection, which do not include attorney cost or fees. In determining an appropriate remedy, the Transit Coordinator will consider the circumstances surrounding the enforcement measures including the seriousness of the deficiencies, the degree of prejudice to the integrity of the grant program, the good faith of the parties, the extent to which the terms of the grant agreement have been accomplished, as well as the costs to or impacts on the program or department regarding a proposed remedy.

4. Appeal:

- i. A SUBRECIPIENT can appeal the following decisions:
 - a. Denial of a grant application
 - b. Denial of an objection to enforcement action
- ii. Each request for an appeal must be in writing and contain the following:
 - a. The same information and documents required in support of an objection to enforcement action
 - b. A copy of the decision from which appeal is taken, and
 - c. Identification of the alleged factual or legal errors in the decision forming the basis for the appeal.

- iii. If the SUBRECIPIENT is not satisfied with the decision of the Transit Coordinator, it shall submit a written request for appeal to the DOT&PF Commissioner of the STATE within 15 working days of receiving the decision. The Commissioner will respond to the appeal within 60 working days. The Commissioner will not accept an untimely appeal. If the appeal is accepted, the Commissioner may (1) remedy the problem by whatever means within the Commissioner's authority, (2) decide the appeal without a hearing if there are no genuine issues of material fact and the dispute is amenable to ruling as a matter of law, or (3) request the appointment of an administrative law judge to hear the appeal as provided in AS 44.64.030(b) or else appoint a private hearing officer.

Rights and Remedies: The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the STATE or SUBRECIPIENT shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

K. Grant Requirements

1. **BlackCat Grants Management System:** The SUBRECIPIENT agrees to maintain all agency and user data in the BlackCat Grants Management System. The SUBRECIPIENT agrees to notify the STATE or BlackCat within 24 hours of any significant changes in agency BlackCat user roles.
2. **Billing Procedures and Reimbursements:** The SUBRECIPIENT agrees to formally request reimbursement by submitting to the STATE an itemized invoice(s) for allowable project costs by uploading all reimbursement documentation through the Invoices tab in BlackCat. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the STATE, with supporting documentation of cost and payment as required below, and other documentation as may be required by the STATE.

Requests for reimbursement must be submitted based on the following timeline:

- i. **Vehicle Purchases:** Annually. Once the SUBRECIPIENT has completed its vehicle purchase and received advance payment (if applicable), it must submit to the STATE a request for reimbursement within 30 days.
- ii. **Administrative, Operating, and All Other Purchases:** Monthly effective beginning with the month following full execution of this agreement. The SUBRECIPIENT must submit reimbursement requests based on the following schedule, unless otherwise approved by the STATE*:

Monthly Billing Schedule

Period Beginning	Period Ending	Reimbursement Due By:
July 1	July 31	August 31
August 1	August 31	September 30
September 1	September 30	October 31
October 1	October 31	November 30
November 1	November 30	December 31
December 1	December 31	January 31
January 1	January 31	February 28
February 1	February 28	March 31
March 1	March 31	April 30
April 1	April 30	May 31
May 1	May 31	June 30
June 1	June 30	August 31 - Final Billing Due

*for grants greater than \$900,000, SUBRECIPIENTS may be eligible for annual billing upon approval by the STATE.

- iii. **Submission:** Under the Failure to Perform section of this Agreement, if the first billing for all items other than vehicle purchases is not submitted on time (per the chart above) the STATE shall have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination.
- iv. **Invoices:** All invoices shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the SUBRECIPIENT'S local matching funds prior to reimbursement. Supporting documentation shall be copies of vendor invoices, payments, timesheets etc., unless alternate documentation accompanied by a viable written explanation is acceptable to the STATE. Supporting documentation must clearly tie to each itemized cost on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments.
- v. The STATE reserves the right to mandate alternate or specialized billing procedures in any of the following instances:
 - a. When irregular documentation or special timing is needed by the STATE for some other reason. Such alternate

procedures may be issued separately, but will be provided to the SUBRECIPIENT in writing.

b. Final billing must be submitted by the end of the second month following the termination date listed on this grant Agreement or as amended.

3. Local Match Available: "Local match" is the independent share of costs that the SUBRECIPIENT must contribute to the Project in order to satisfy conditions of the grant. If this grant is for a vehicle(s) and/or equipment, the SUBRECIPIENT has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.

4. Reports: The SUBRECIPIENT will submit quarterly reports and/or a final report to the STATE, in a format specified or provided by the STATE, per instructions provided by the STATE. The STATE will certify the accuracy of each report.

SUBRECIPIENT will cooperate with the STATE during the certification process and provide all information/documentation the STATE may request.

i. **Quarterly Reports:** The SUBRECIPIENT must submit quarterly reports, unless the Agreement is for a vehicle purchase only, to the STATE in BlackCat under the following schedule:

Quarterly Report Schedule

Period Beginning	Period Ending	Report Due By
January 1	March 31	April 30
April 1	June 30	July 31
July 1	September 30	October 31
October 1	December 31	January 31

Payments will be withheld if the quarterly report(s) have not been received as required.

ii. **Annual Vehicle Reports:** If the sole purpose of grant monies furnished under this Agreement is to enable acquisition of vehicle(s), then the SUBRECIPIENT need not furnish quarterly reports. Rather, the SUBRECIPIENT is required to submit to the STATE an annual vehicle report for grant funded vehicle(s). The reporting period is July 1 - June 30, with the annual report due August 31 each year of the useful life of the vehicle(s).

5. Capital Inventory and Agency Profile: The SUBRECIPIENT will provide complete, timely information and data requested by the STATE regarding the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities through the grant management system, BlackCat.

6. Changes and Amendments: This Agreement may only be modified or amended by a written agreement signed by both parties. Furthermore:

- i. Requests for funding distribution adjustments and/or agreement date extensions must be made by the SUBRECIPIENT, in writing, to the STATE justifying the requested change.
- ii. No adjustments to the funding distribution for the project will be allowed within 90 days of the end of this agreement, unless otherwise approved by the STATE.

7. Unspent Grant Funds: Within sixty (60) days of issuance of a final audit report to the STATE or, if no audit is required, then within sixty (60) days after acceptance by the STATE that the SUBRECIPIENT has met the requirements of this Agreement, the SUBRECIPIENT will return to the STATE any unspent grant funds.

8. Program Fraud and False or Fraudulent Statements and Related Acts: The SUBRECIPIENT certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. Risk: During the duration of this Agreement, the STATE reserves the right to conduct risk assessment(s) concerning such subjects as the SUBRECIPIENT, its Project, and Project performance. If the STATE concludes that measures are necessary to reduced perceived risks, then it will notify the SUBRECIPIENT of risk abatement measures it must implement and the deadline for doing so. The SUBRECIPIENT agrees to comply with any such instructions.

L. Assignment of Work to Third Parties

1. State Consent Required: No portion of work to be performed under this Agreement shall be assigned by the SUBRECIPIENT to any third party without written consent of the STATE. This includes leases, contracts and any other agreements with third-parties. SUBRECIPIENTS must submit annually any new or existing contractual agreements that utilize grant funds.

2. Procurement Requirements: All requests for proposals, invitations to bid, third party agreements and contracts must be approved by the STATE prior to being released to the public or signed. All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process as prescribed by the Alaska Procurement Code. See AS 36.30.005 *et seq.*, the implementing regulations in the Alaska Administrative Code, any other State laws or regulations governing SUBRECIPIENT legal

responsibility in public contracts.

3. Alaska Business License Requirement: The SUBRECIPIENT shall require any contractor or subcontractor under this Agreement to comply with Alaska business license requirements as they apply per AS 43.70. This includes independent cab drivers leasing vehicles, company name or services from a cab company.

4. No State of Alaska Government Obligation to Third Parties: The SUBRECIPIENT agrees that the State government has no liability under this agreement. The SUBRECIPIENT assures that it will include language in any contract under this Agreement that states the State government has no liability under the contract and requires the contractor to include language to this effect in any subcontract, except if the SUBRECIPIENT has specific written consent from the State that it/they will accept liability.

5. Subcontracting Rules: In the event the SUBRECIPIENT subcontracts any work covered by this Agreement, the SUBRECIPIENT shall require compliance by its subcontractors with applicable provisions of the Alaska Procurement Code, AS 36.30.005 *et seq.* and related sections of the Alaska Administrative Code and any other applicable federal, state, and local statutes, regulations, ordinances, and laws.

IV. FEDERAL REQUIREMENTS

- A. Charter Service Operations:** The SUBRECIPIENT agrees to only provide charter service with written consent from the STATE. If consent is given, the SUBRECIPIENT agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.
- B. School Bus Transportation:** The SUBRECIPIENT assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.15. If the SUBRECIPIENT is a public transportation system, it may provide "school tripper service" that is regularly scheduled public transportation service but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.
- C. Clean Water:** The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The SUBRECIPIENT agrees to report each violation to the STATE and understands and agrees that the STATE will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The SUBRECIPIENT also agrees to include these requirements in each contract exceeding \$100,000 financed in whole or in part with grant funds provided by FTA.
- D. Clean Air:** The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The SUBRECIPIENT agrees to report each violation to the STATE and understands and agrees that the STATE will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with grant funding provided by FTA.
- E. Energy Conservation:** The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the STATE energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. Nondiscrimination Requirements:** The SUBRECIPIENT assures that no person will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the SUBRECIPIENT receives Federal assistance from FTA or USDOT. The SUBRECIPIENT agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21) and the Title VI Program Guidelines for FTA Recipients (FTA Circular 4702.1B), and other applicable nondiscrimination directives. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin). The SUBRECIPIENT assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The SUBRECIPIENT assures:
 - 1. Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability.
 - 2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without

regard to race, color, creed, national origin, sex, or age.

3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age.
4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age.
5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age.
6. Any contracts or sub-agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors; and the SUBRECIPIENT will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

G. Title VI and ADA Complaints: The SUBRECIPIENT will have written complaint procedures and assures that it will notify the public that ADA or Title VI complaints may be filed with itself, the STATE, or FTA. The SUBRECIPIENT assures it will promptly report to the STATE any ADA and Title VI complaints it receives.

H. Disadvantaged Business Enterprises (DBE): The SUBRECIPIENT assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:

1. If the SUBRECIPIENT will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
2. If the SUBRECIPIENT does not receive grant funds directly from FTA, it is required to participate in the Alaska Unified Certification Program (AUCP). If the SUBRECIPIENT receives grant funds directly from the FTA, it must submit a current copy of the DBE program to the STATE. Additionally, the SUBRECIPIENT will report its DBE activity and results to the STATE semi-annually every year of the SUBRECIPIENT agreement. If the SUBRECIPIENT is a direct recipient of FTA funds and has an approved DBE program on file with FTA, the SUBRECIPIENT'S DBE goal will include any FTA funds passed through the STATE and the recipient will report all activity, including activity associated with FTA funds administered by the STATE, to FTA.
3. A DBE participation goal of 5.92% of contract value has been set for each contract initiated and issued by the STATE or SUBRECIPIENT. Contractors are expected to meet this goal or provide written proof of good faith effort (GFE) steps undertaken when attempting to meet said goal. In its acceptance of a contract with STATE or SUBRECIPIENT, the contractor will clearly and definitively indicate in writing it has either met this DBE contracting goal, or has submitted an acceptable GFE describing steps taken to achieve the desired DBE participation. All GFEs will be reviewed, and must be approved by the STATE before a contractor is eligible for contract award.
4. Reporting of all grant distributions will be undertaken annually with submission of the Uniform Report from all subrecipients. Individual reports are then aggregated by the state into a single FTA grant Uniform Report submission which provides required detail of FTA grant distribution amounts, their application, and the DBE participation percentage achieved. The template and instructions for submission of the annual Uniform Report from SUBRECIPIENTS will be distributed to all parties two months before submission deadline.
5. The SUBRECIPIENT assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the STATE receives a complaint regarding discrimination by the SUBRECIPIENT, the SUBRECIPIENT will cooperate fully in the investigation of the complaint by the STATE.

I. Drug and Alcohol Testing: If this grant is funded by either Sections 5309, 5311 or 5339 the SUBRECIPIENT agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency of the STATE or the SUBRECIPIENT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. The SUBRECIPIENT agrees further to certify annually its compliance with Part 655 to submit the Management Information System (MIS) reports to the STATE annually, as requested by the STATE. For recipients of Section 5310 funding only, the SUBRECIPIENT assures that it will require anyone (including mechanics) who operates a vehicle capable of transporting 16 or more persons (including the driver) to have a valid Commercial Driver's License (CDL) and subject them to USDOT Federal Motor Carrier Safety Administration (FMCSA) alcohol and drug testing requirements (different from FTA drug testing requirements).

J. Employee Protections, Public Transportation Employee Protective Arrangements: The SUBRECIPIENT agrees to comply with the applicable transit employee protective requirements as follows:

1. **Standard Public Transportation Employee Protective Arrangements:** If this grant is funded by either Section 5309 or Section 5339, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the SUBRECIPIENT agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The SUBRECIPIENT agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.
 2. **Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311:** The SUBRECIPIENT agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.
- K. Employee Protections, Contract Work Hours and Safety Standards Act:** The SUBRECIPIENT agrees to comply, and assures the compliance of each third party contractor and other participant at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR.
- L. U.S. Flag Vessel Shipping:** The SUBRECIPIENT will insert the substance of the following clauses in all contracts under which equipment, materials, and/or commodities may be transported by ocean vessel in carrying out this Agreement (46 CFR Chapter II Part 381): The contractor agrees:
1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, and/or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 2. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Recipient (through the prime contractor in the case of sub-contractor bills-of-lading) and to the Division of National Cargo Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20090, marked with the appropriate identification of the Project.
 3. To insert the substance of the provisions of these clauses in all sub-contracts issued pursuant to this contract.
- M. Procurement System:**
1. If the SUBRECIPIENT is a local government, it assures it has or will establish a procurement system that implements State procurement law when awarding and administering transit-related purchase orders and contracts involving FTA funds, as well as any other implementing requirements FTA or the State may issue, including:
 - i. A five-year limitation on rolling stock
 - ii. Requirement for full and open competition
 - iii. A prohibition against geographic preferences
 - iv. Inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1
 - v. Inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1
 - vi. Award to only responsible vendors
 2. If the SUBRECIPIENT is a private nonprofit organization, it assures it has or will establish and implement a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 - Third Party Contracting Requirements as well as any other implementing requirements of Federal, State, or local government.
- N. Required Provision in Procurement Notices:** The following required provision shall be included in any advertisement or invitation to

bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Alaska and the U.S. Department of Transportation."

O. Incorporation of FTA Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by the STATE, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the STATE, as set forth in FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SUBRECIPIENT shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the STATE to be in violation of the FTA terms and conditions.

P. Demand Responsive Service

Q.

V. CAPITAL PURCHASE REQUIREMENTS

- A. Buy America:** For purchases over \$150,000, the SUBRECIPIENT agrees to comply with 49 U.S.C. 5323(j) and 49 CFR. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regard to the purchase of vehicles, all materials and supplies purchased with these funds will be manufactured in the United States and have a 60 percent domestic content. The Subrecipient will provide the appropriate certification to verify this.
- B. Intelligent Transportation System (ITS) Architecture:** If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the SUBRECIPIENT assures it will comply and require its contractors to comply with the National ITS Architecture conformity rule (23 CFR Part 940), and the FTA National ITS Architecture Policy on Transit Projects, requiring that ITS Architectures be completed for certain 'regionally significant' ITS projects if the projects are to be eligible for Federal transportation funding.
- C. Signage:** The SUBRECIPIENT agrees to use STATE signs on appropriate capital purchase items to identify the project(s) as being partially or fully funded with funding that has been provided by the STATE. Signage will be provided by the STATE.
- D. Operating and Maintenance Funds Available:** The SUBRECIPIENT, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The STATE reserves the right to require transfer of the vehicle and/or equipment to another entity if the SUBRECIPIENT fails to meet this requirement.
- E. Vehicle and Equipment Maintenance Requirements:** The SUBRECIPIENT assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item per the Alaska State Management Plan, to retain warranties and meet life expectancy of the items. The SUBRECIPIENT further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within five (5) days. The SUBRECIPIENT agrees to document all maintenance completed and all maintenance expenditures. The STATE and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.
- F. Vehicle and Equipment Use and Disposition:** Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the STATE.
1. The SUBRECIPIENT assures that it will not lease or contract the operation of project vehicles without prior written approval from the STATE.
 2. The SUBRECIPIENT shall annually certify to the STATE whether each vehicle and/or equipment item is still in use for its intended purpose under this agreement, via letter (or STATE form if one is available). This certification may be required to include electronic, date stamped photos of both the interior and exterior of the vehicle(s).
 3. If a vehicle or equipment purchased with these funds can no longer meet project needs, the SUBRECIPIENT agrees to notify the STATE, indicate its condition, and follow the STATE's instructions, to comply with the property disposition requirements set forth in Alaska State Management Plan.
- G. Bus and Van Testing:** If the vehicle(s) is funded with federal funds, the SUBRECIPIENT will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If the SUBRECIPIENT is exempt from purchasing a bus or van under the STATE's contract, the SUBRECIPIENT assures that, prior to committing to that purchase, it will obtain from the manufacturer, a copy

of the bus test report for that vehicle. If testing is not required, the SUBRECIPIENT will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection. The SUBRECIPIENT assures it will consider the bus testing results in its determination of whether to buy any particular vehicle.

H. State Approval of Bids/Price Quotes, and Vendor Selection:

- 1. Vehicle Purchases** - If available, the SUBRECIPIENT is required to purchase the vehicle(s) under the STATE's vehicle procurement contract appropriate for the class of vehicle, except as exempted by approval from the STATE. When alternate specifications are used, the SUBRECIPIENT will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The SUBRECIPIENT will submit to the STATE for approval its invitation to bid prior to dispersing to the public and submit the price quotes or bids received, with its preferred vendor selection noted, for STATE approval prior to purchase.
- 2. Equipment Purchases** - The SUBRECIPIENT will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The SUBRECIPIENT will submit price quotes or bids received to the STATE with its preferred vendor selection noted, for STATE approval to purchase.

I. Pre-Award and Post-Delivery Review of New Vehicles: The SUBRECIPIENT assures it will conduct or cause to be conducted pre-award and post-delivery reviews for all new vehicles purchased under this project. The vehicle reviews are to ensure vendor compliance with Federal Motor Vehicle Safety Standards (FMVSS) and other purchaser specifications, and to ensure the vehicle is undamaged and in good working order before it is accepted. The SUBRECIPIENT assures it will conduct these reviews per the formats and instructions provided by the STATE. Pre-award reviews must be submitted to the STATE for approval prior to ordering.

J. Vehicle Identification Numbers to State: Once the new vehicle is received, the SUBRECIPIENT assures it will enter the new vehicle into the vehicle inventory in BlackCat and will provide each vehicle's identification number (VIN) to the STATE for each grant funded vehicle.

K. Titles to Vehicles/Equipment and Liens:

1. The SUBRECIPIENT hereby agrees that the STATE is lien holder for each vehicle purchased under this Agreement. The SUBRECIPIENT shall arrange with the Alaska Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the SUBRECIPIENT with the STATE as lien holder. The SUBRECIPIENT shall arrange with DMV to send the original title to the STATE. The STATE will not issue the final payment for any vehicle purchased under this grant until it receives the original title that shows the STATE as lien holder.
2. The STATE will hold a lien on the title of any vehicle purchased under this project and return a clear title to the SUBRECIPIENT after the vehicle reaches its useful life as set forth in the Alaska State Management Plan.
3. The SUBRECIPIENT gives the STATE power of attorney limited to applying for a Vehicle Title from the Alaska Division of Motor Vehicles and to requesting the Alaska Division of Motor Vehicles remove the STATE's lien from the vehicle title.
4. Titles to equipment other than vehicles shall rest with the SUBRECIPIENT.

VI. CAPITAL PURCHASE REQUIREMENTS

A. Intelligent Transportation System (ITS) Architecture: If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the SUBRECIPIENT assures it will comply and require its contractors to comply with the National ITS Architecture conformity rule (23 CRF Part 940), and the FTA National ITS Architecture Policy on Transit Projects, requiring that ITS Architectures be completed for certain 'regionally significant' ITS projects if the projects are to be eligible for Federal transportation funding.

B. Operating and Maintenance Funds Available: The SUBRECIPIENT, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The STATE reserves the right to require transfer of the vehicle and/or equipment to another entity if the SUBRECIPIENT fails to meet this requirement.

C. Vehicle and Equipment Maintenance Requirements: The SUBRECIPIENT assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item per the Alaska State Management Plan, to retain warranties and meet life expectancy of the items. The SUBRECIPIENT further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within five (5) days. The SUBRECIPIENT agrees to document all maintenance completed and all maintenance expenditures. The STATE shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.

D. Vehicle and Equipment Use and Disposition: Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the STATE.

1. The SUBRECIPIENT assures that it will not lease or contract the operation of project vehicles without prior written approval from the STATE.
2. The SUBRECIPIENT shall annually certify to the STATE whether each vehicle and/or equipment item is still in use for its intended purpose under this agreement, via letter (or STATE form if one is available). This certification may be required to include electronic, date stamped photos of both the interior and exterior of the vehicle(s).
3. If a vehicle or equipment purchased with these funds can no longer meet project needs, the SUBRECIPIENT agrees to notify the STATE, indicate its condition, and follow the STATE's instructions, to comply with the property disposition requirements set forth in Alaska State Management Plan.

E. State Approval of Bids/Price Quotes, and Vendor Selection:

1. **Vehicle Purchases** - If available, the SUBRECIPIENT is required to purchase the vehicle(s) under the STATE's vehicle procurement contract appropriate for the class of vehicle, except as exempted by approval from the STATE. When alternate specifications are used, the SUBRECIPIENT will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The SUBRECIPIENT will submit to the STATE for approval its invitation to bid prior to dispersing to the public and submit the price quotes or bids received, with its preferred vendor selection noted, for STATE approval prior to purchase.
2. **Equipment Purchases** - The SUBRECIPIENT will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The SUBRECIPIENT will submit price quotes or bids received to the STATE with its preferred vendor selection noted, for STATE approval to purchase.

F. Pre-Award and Post-Delivery Review of New Vehicles: The SUBRECIPIENT assures it will conduct or cause to be conducted pre-award and post-delivery reviews for all new vehicles purchased under this project. The vehicle reviews are to ensure vendor compliance with Federal Motor Vehicle Safety Standards (FMVSS) and other purchaser specifications, and to ensure the vehicle is undamaged and in good working order before it is accepted. The SUBRECIPIENT assures it will conduct these reviews per the formats and instructions provided by the STATE. Pre-award reviews must be submitted to the STATE for approval prior to ordering.

G. Vehicle Identification Numbers to State: Once the new vehicle is received, the SUBRECIPIENT assures it will enter the new vehicle into the vehicle inventory in BlackCat and will provide each vehicle's identification number (VIN) to the STATE for each grant funded vehicle.

H. Titles to Vehicles/Equipment and Liens:

1. The SUBRECIPIENT hereby agrees that the STATE is lien holder for each vehicle purchased under this Agreement. The SUBRECIPIENT shall arrange with the Alaska Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the SUBRECIPIENT with the STATE as lien holder. The SUBRECIPIENT shall arrange with DMV to send the original title to the STATE. The STATE will not issue the final payment for any vehicle purchased under this grant until it receives the original title that shows the STATE as lien holder.
2. The STATE will hold a lien on the title of any vehicle purchased under this project and return a clear title to the SUBRECIPIENT after the vehicle reaches its useful life as set forth in the Alaska State Management Plan.
3. The SUBRECIPIENT gives the STATE power of attorney limited to applying for a Vehicle Title from the Alaska Division of Motor Vehicles and to requesting the Alaska Division of Motor Vehicles remove the STATE's lien from the vehicle title.
4. Titles to equipment other than vehicles shall rest with the SUBRECIPIENT.

VII. MISCELLANEOUS

The headings used in this Agreement are for convenience only and shall not be deemed to limit or affect any of the provisions of the Agreement.

Signature of Authorizing Official:

Date:

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) that exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION IN STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Signature of Authorizing Official:

Date:



CITY OF BETHEL

P.O. Box 388
Bethel, Alaska 99559
Ph. (907) 543-4150
Fax (907) 543-3817

MEMORANDUM

DATE: 10-5-2020 to 10-20-2020

TO: City Council

FROM: Peter Williams, City Manager

RE: City Managers' Report

EOC

-We discussed the Incentives Program; Inventory and Ordering and Tracking; Mask Distribution; Mask Mandate Door Signs; Covid Prevention Signs for Organizations and Businesses; Gift Cards; Bethel Family Clinic Ordering and Supplies. There is a report about this program attached to this report.

Finance Dept.

- Carmen Jackson feels that the employee's morale has improved significantly, though working from home is a little frustrating due to the speed of the internet.
- The contract with BDO for auditing services was signed and a partial team will be here the week of January 11th and full team will arrive during the weeks of January 18th and January 25th. A audit preparation package was forwarded to the finance department.
- The Corvid – 19 Cares Act Fund Expenditures Comparison to the Budget ending June 30, 2020 is completed and attached to the report. Transferring the information from the Excel has taken at least 40 hrs. of the Account Spec. who handles the general ledger. BDO reports that these funds will be audited. We have been working to transfer the record keeping of the CARES ACT funds back to the Finance Dept. We have been working to obtain the necessary permissions from FNBA to allow Carmen Jackson to monitor this account.
- On October 15th Express Bill Pay transferred funds that they had been holding and they were deposited into the bank. Finance Dept. has arranged for someone to transfer these funds in a timely manner.
- The Department and Wells Fargo meet to discuss the purchase cards (P-cards) that the employees use. A few employees were culled from the system and an understanding reached on who can review and approve purchases.
- Carmen Jackson has attached a summary of the tasks they have been working on.

Alaska Public Employees Association

- The Administration meet October 15 with the Alaska Public Employees Association and they submitted their proposed changes to the employee's contract. No discussions regarding wages were discussed. We will review their changes and set up another meeting. They insisted on meeting in person and in the future this might prove to be an impediment to further negotiations.

Aves Project

- Administration and DOWL meet to discuss the next steps need for this project. We will have to obtain Service Agreements with the homeowners who will hooked up to the water and services that will be provided once the project is completed. DOWL will start this process at the end October in the Nora Quinn Courthouse.

Alaska Public Entity Insurance (APEI)

- Administration meet with APEI to discuss any concerns that they may have. We discussed safety programs that the employees can use online. They have a webinar for council members about APEI that if all members participate will reduce our rate by 2%. They conveyed to us that over filling water tanks in people's homes is still something we need to work on.

Peter Williams
Interim City Manger

Incentives Program Administrator Duties

Covid Inventory Ordering and Tracking, Airport Incentive Program, Mask Distribution, Mask Mandate Door Signs, Covid Prevention Signs for Organizations and Businesses (Inside Common Areas), Gift Card Ordering and Pick Up, Bethel Family Clinic Ordering and Supply Delivery.

Covid Inventory Ordering and Tracking

We order through the State of Alaska EOC for the following Covid Prevention supplies: disposable masks, alcohol wipes, hand sanitizer bottles, 1 gallon hand sanitizer refill jugs to fill bottles, S/M/L/XL latex gloves, paper towel wipes, Kleenex boxes. These are held at City Hall for employees and department heads to pick up and sign out themselves. We have a shared Excel file, Combined Inventory that has what we have on hand, what has been distributed, and what is being held at Public Works.

Airport Incentive Program

We meet at City Hall at 11am for the afternoon flight and 7pm for the evening flight. We spend about two hours greeting incoming passengers, handing out participation cards, initial and dating received cards and distributing gift cards if they are available. We keep track of the total number of passengers, number of participants, number of gift cards on hand and number of gift cards distributed for each flight.

Gift Card Ordering and Pick Up

The Program Administrator calls the companies we wish to get gift cards from and order 100 gift cards at \$25 each. We provide them with the credit card information and ask when the gift cards and receipts will be ready for pick up. The gift cards are usually ready for pick up the same day, or within three business days. Receipts are given to John Sargent. Gift cards are held in John Sargent's office that can be locked. When distributing gift cards at the airport, we make sure we have at least 100 cards for each flight and track the number of cards given out for each flight. We spend about two hours at the airport for each flight.

Bethel Family Clinic Ordering and Supply Delivery

We order all of Bethel Family Clinic's surgical masks, Rapid Covid Tests, gowns and gloves. We have to have the average usage (weekly or monthly) from them, the current amount of items they have on hand and an explanation of why we need the items ordered. We complete the EOC ICS 213 Resource Request Form and scan it to the State EOC. The order usually arrives within one week. When we receive the order, we deliver the items to Bethel Family Clinic.

Mask Distribution

We have an advertisement on the City of Bethel website that has the contact for the Incentive Program Administrator for those who want disposable masks delivered or to pick them up. We have been contacting organizations that have elderly residents and organizations that deal with the public to distribute disposable masks and hand sanitizer bottles. Some organizations request alcohol wipes, latex gloves and extra signs. We have distributed Covid Prevention Items to the following organizations:

Carmen Jackson CPA, LLC staff are working with the City of Bethel Finance Department and providing accounting assistance, interim staffing, and audit preparation services. Carmen Jackson, CPA is serving as Interim Finance Director, Cheryl Bartlett as Interim Assistant Finance Director, Christina Trent, CPA is providing audit preparation services and Heidi Palmer is providing accounting assistance support.

Specifically, some the services being provided include the following:

- Interim Finance Director: Communicate with department directors as needed for budget and accounting questions, review and approve accounts payable check requests, review and approve finance staff time sheets, review and approve payroll, assist general ledger accountant with reconciliations as needed, communicate with and ensure appropriate access to banking and other third party information and applications, participate in daily check ins with finance department staff and provide support and assistance as requested, delegate tasks to finance department staff, review and approve leave requests, etc. Carmen will be on site two weeks in October and November. December and forward schedule tbd based on need and budget. Carmen is available to all City staff via email and phone while off site.
- Interim Assistant Finance Director: Supervise department staff, provide support to staff regarding complex utility account corrections, coordinate workload between staff for leave coverage, participate in BBRG meetings, train newly hired Finance Department employees, recommends changes to internal controls to meet best practices. Cheryl will be on site in Bethel two weeks per month until a permanent replacement is found. She is available via email and phone to staff while off site.
- Audit preparation services: At this time, Christina Trent, CPA is reviewing monthly journal entries prepared by the GL accountant. Later in November she will begin reconciling FY20 trial balance and all balance sheet accounts in preparation for the annual financial statement audit. Christina has filled this role for the City for several years under the Firm. It is estimated that her hours to prepare for the audit will be approximately 300 or less. Christina works remote from Eagle River and will not be on site for any services.
- Accounting assistance services: Heidi Palmer is reviewing daily cash reconciliations for FY20. The majority of them were not reviewed and signed off by a staff member and this needs to be complete for audit purposes. Heidi works remote from Wasilla and will not be on site for any services.



October 13, 2020

Mr. William Arnold
Mr. Ted Meyer
Mr. John Sargent
Mr. Peter Williams
City of Bethel
P.O. Box 1388
Bethel, AK 99559

**Subject: 2017-2022 City of Bethel- DOWL Term Contract
Capital Projects Update**

CONTRACTED PROJECTS

Avenues Piped Water and Sewer- DOWL Task Order #2

- Working under full design services Notice to Proceed.
- 65% design will be delivered near end of October. Full design will go into early 2021, with the first phase of construction happening in summer 2020.
- Three letters sent out introducing the service agreements.
- Public Involvement and Service Agreements are an issue. Firm not allowing public meetings right now. Plan is now to set up a project office in Bethel and schedule one on one meetings with property owners starting the week of October 26, 2020. We would work with a local to schedule meetings.
- Need upgrades to Bethel Main lift station which will be taken care of as part of another project.
- Need to increase the scope of design and construction to include a glycol heat boost somewhere in the middle of the project. Need to identify where a glycol boiler building (10' x 10') could go. DOWL will need additional budget for this.
- Anticipated construction cost of \$12M.

City of Bethel LRTP

- Been a "DRAFT" for about two years now. Need to finalize. DOWL has reserved a small amount of budget for finalizing, but if there are significant changes, we'll need an amendment.

City Hall Roof and Boiler Improvements- #11

- Project was bid, with bids due on August 31, 2020. Wolverine Supply Inc. has the low bid at \$1.1M.
- Construction will be in summer 2021. Submittal review and RFIs are underway. Anticipated construction will be 10 weeks.
- Mechanical engineer in Bethel on October 14, 2020 to investigate the perimeter heating situation at the City hall building.

Lift Station Improvements- #15

- Bethel Heights West, East, Bethel Heights Main, FAA, and Kilbuck have all had upgrades in 2019.
- Signed authorization for engineering for:

- City Hall
 - Public Works
 - Bethel Main
 - System Wide SCADA
 - Bethel Heights West Back-up Power
- TecPro and Inet Mechanical are under contract for this work.
- Main upgrades happened September 28, 2020. DOWL, Inlet Mechanical, LineStop and TecPro were in town, but only a need for more emergency repairs was discovered.
- DOWL is working on design of a semi-permanent bypass and the cost for full pump replacement.
- Need authorization to use existing budgets for emergency repairs at Bethel Main.
- Pump packages for City Hall and Public works have been ordered and are expected to arrive in Bethel middle of October. Inlet Mechanical is ready to begin work once they arrive. We do not have a change order in place for this work yet.
- Spent approximately \$950K on design and construction services to date. Anticipated additional costs of roughly \$1.2M.
- After City Hall and Public Works, DOWL and EDC will begin work on SCADA system improvements.

Lead and Copper Issues at City Sub- #17

- Ready for initiation. DOWL process mechanical can come to Bethel sometime soon and will investigate the pipe modifications at Bethel Heights water plant simultaneously. We have until December 31, 2020 to complete this installation and start-up.
- Following start-up DOWL will seek the ADEC approvals.

City General Planning Services- #18

- Approximately \$800 remaining in “retainer” from FY20. Once this is depleted, we will need an amendment. Send in a fee proposal?
- Other task orders related to the subdivision reviews were open but have been closed now.

DPW Structural Repairs-#21

- Wolverine Supply Inc. has signed construction contract for \$500K.
 - First pay app was paid last week
 - Second pay app status?
 - There will be a third as well next week
- Need to perform substantial completion inspection.

Subdivision Construction Oversight- #25

- NTP for construction oversight of Blue Sky, Ciulkulek, and Tanqik subdivisions
- DOWL provide on-site oversight of Ciulkulek and is geared up to provide oversight for Blue Sky. Blue Sky subdivision construction has been delayed and delayed, so we are sitting idly.

Yukon Kuskokwim Health and Fitness Center Repairs— #28

- Project has been bid, Wolverine Supply Inc. was low bidder at \$217,00.
- Scope of construction will change to include additional work at the high wall and potentially tile repairs. Stacey Rearden has prepared a wish-list.
- Long Will send a quote for centralized monitoring additions of the crawl space heaters.
- Preliminary construction estimate of \$350K, but that does not include additional work like the tile repairs.

- WSI is on-site right now.
- Architects Alaska will be on-site on Wednesday, October 14, 2020 for investigations.

Courthouse Water Service Replacement- #29

- DOWL moving forward with design of a direct water service to the courthouse and elimination of the service shed and the water storage tank.
- Preliminary engineers estimate is \$300K, assuming City staff will demolish the existing storage tank and do much of the civil grading.
- Project will bid in winter and be ready for construction in 2021.
- One issue is that the Unicom communication center gets its power through a service drop on the water service shed. This will require some unanticipated utility coordination, and possibly paying AVEC to relocate the service.
- Mechanical engineer reports fire suppression pumps can be removed.

Support of Low Income Housing Study for ONC/Neighborworks AK- #30

- NTP of \$10K. To be fully reimbursed by Neighborworks Alaska, but routed through the City.
- Objective is to identify ways to reduce cost of living in Bethel, by reducing the cost of utilities
- DOWL is assisting their team with assessment of utility costs, and will prepare planning level costs and graphics for:
 - Piping Ciullkulek subdivision
 - Construction of a truck fill station and water storage tank near the entrance of the Ciullkulek subdivision.
 - Very rough cost for providing City-wide piped water and sewer.

Haroldsen's Subdivision Access Study- #31

- NTP of \$7,500. DOWL used about 50% of this.
- Completed study for access road improvement costs.
- Agreed to bring a traffic camera out to monitor traffic going to the subdivision- but this hasn't been completed yet.

CEHH Hydraulics and Hydrology Study- #32

- Notice to Proceed on September 24, 2020
- In response to the lowering of Culvert near the Ciullkulek subdivision access, DOT wants a study that shows downstream property owners will not be impacted. Study may find additional downstream culverts are needed, or an upstream retention pond.

KYUK Back-up Generator- #33

- Notice to Proceed on September 17, 2020
- Tying KYUK into the City Complex generator will not be possible, KYUK will need a separate stand-alone generator
- CARES Act funding, so we are trying to move quickly.
- Electrical Engineer was on-site in Bethel September 28, 2020.
- Does money need to be spent by December 31, 2020? Might need to have City install a pile driven foundation for generator? No way to put this out to bid and get it built by December 31, 2020. Only option is to work through existing contracts, and have things ordered/contracted by then.

ACTIVITIES WEEK OF OCTOBER 12, 2020

- General Term Contract Up- City Hall 10am 10/13/20
- Avenues call with USDA and Site Control- 1pm 10/13/20
- Avenues Audit meeting with bank?
- DPW Shop Floor Substantial Completion Inspection- 10/12/20
- ONC Subdivision Construction Site Visit- 10/12/20
- Mechanical engineer at City Hall on 10/14/20 for perimeter heating re-zone
- Architect meet with Stacey and Wolverine at the YK Fitness Center- 1pm on 10/14/20. Chase and Bill to meet with Corbin in AM of 10/14/20
- Avenues Design Questions/where is glycol heat boost building going to go?
- Ship materials from H&H study to DOWL testlab.

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

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.

GOOT MASK! Fitness Center Hours
Mon-Fri, 5:30am-9pm
Sat & Sun, 2pm-9pm

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

Feeling Sick?
STOP
Stay home when you are sick!

Symptoms of Coronavirus (COVID-19)
Know the symptoms of COVID-19, which can include the following:

- Fever (above 100.4°F)
- New, persistent cough
- Shortness of breath
- Loss of taste or smell
- Sore throat
- Fatigue
- Headache
- Muscle aches
- Diarrhea
- Nausea or vomiting
- Skin rash (new, not itchy)
- Red, itchy eyes
- Swollen lymph nodes
- Joint pain
- Loss of consciousness
- Any other new symptoms

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

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

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

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@hfi.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

During September, the Fitness Center was open 5:30am-9:00pm on weekdays and from 2pm-9pm on weekends. Programs offered included Group Fitness classes and 3Ts a new instructional program with Warren Polk that has been modified to meet COVID-19 safety precautions.

YK Fitness Center

Group Fitness Classes
September 2020

Class	Schedule	Class Capacity
Anti-Gravity/Breathwork	Wednesday at 6AM	YKFC - 10
Cycling With Row	Monday at 6:30pm Tuesday at 6:30pm	YKFC - 10
Indoor Bootcamp	Monday at 6AM Tuesday at 6AM Wednesday at 6AM Thursday at 6AM Friday at 6AM	YKFC - 10
Week End Wind Down	Friday at 7pm Saturday at 10am	YKFC - 10

Classes are First Come First Served
Drop-in or use a Fitness Class Pass.
Drop-in Rate: \$10 Non-Member or \$12 Member.

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

Mask up Alaska!



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.

For October we will be starting Water Aerobics and Swim lessons. Classes have been modified to include COVID-19 mitigation practices to protect staff and participants.



Group Fitness Classes
October 2020

Class	Schedule	Location	Capacity
Anti-Gravity Barre With Kevin	Tuesdays at 6AM 10/7	Studio	10
Bootcamp With Kevin	Thursdays at 6AM 10/8	Studio	10
Cycling With Kevin	Tuesdays at 6:30pm 10/6, 10/13, 10/20	Studio	10
Masters Swim With Kevin	Fridays at 6pm 10/2, 10/9, 10/16, 10/23, 10/30	Pool	6
Water Aerobics With Kevin	Tuesdays at 9AM 10/7, 10/14, 10/21, 10/28	Pool	12
Week End Wind Down With Kevin	Fridays at 7pm 10/2	Studio	10

Classes are First Come First Served.
Drop-in or use a Fitness Class Pass.
Drop-in Rate: \$11 Non-Member \$7.15 Member

Visit ykfitness.org or call 543-0390 for details or to purchase your Fitness Class Pass.

Class Descriptions
See current month schedule for drop-in pricing.

COVID-19 precautions include requiring masks in all areas of the facility, including during classes. We apologize for the inconvenience and appreciate everyone helping us keep the facility safe, so we can remain open for you.

Barre + Anti-Gravity: This 60-minute class is designed to trim, tighten and tone your entire body with an emphasis on defining your glutes and legs. By using small, controlled movements, isometric holds and high repetitions, you can develop a strong, long, and lean physique. The Barre + Anti-Gravity workout combines elements of dance, yoga and high rep resistance training and is all low impact. With heavy focus on body weight total body strengthening, light-weight dumbbells, high rep upper body strength training, and core stability, you will build functional strength and sculpt your body. This workout emphasizes improving muscle endurance, tone, coordination and balance.

Bootcamp: 60-minute class to get fit fast using this total body training. Classes are designed so that participants exert moderate to high intensity to burn calories. Anything to go in this class, which uses full-body interval training mixed with HIIT type workouts to improve strength and build lean muscle. Varied activities will include the use of the body's own weight to create resistance, along with dumbbells, kettlebells, battle ropes, and other forms of resistance. Agility, power, and speed are emphasized in this athletic workout. Designed for those at an intermediate or advanced level with modifications demonstrated and encouraged if needed.

Cycling: This 60-minute class is a stationary bike class. Participants will cycle to music, and through direction from instructor will cycle through various endurance cycling workouts. Participants will burn calories, keep muscles in shape, and improve cardiovascular endurance and strength. This class is a great way to get a vigorous workout without the impact of running or jumping. Beginner to advanced welcome.

Masters Swim: This 60-minute class is open to all adult swimmers who are dedicated to improving their fitness levels through swimming. Our instructor will challenge participants through structured workouts designed to improve your endurance, strength, speed, and power in the water. One of the greatest benefits of master's swimming is being able to complete workouts within a structured group. Swimmers should be at least 16 years old, have basic knowledge of the four competitive swimming strokes, and swim four lengths of the pool without stopping. COVID-19 mask may be removed while swimming but must be worn in locker rooms and while waiting on deck.

Water Aerobics: This 60-minute class is a low-impact, full body workout focusing on flexibility, strength, balance, and endurance. Reduce muscle and joint pain, improve balance and coordination, and have fun! Swimming experience is not required.

Week End Wind Down: This 60-minute class focuses on exercises for the total body and concludes with a relaxation segment. Balance your workout routines with flexibility training to enhance sports performance, increase strength and range of motion, and reduce risk for injury. The class uses a variety of stretch techniques including use of stretch straps, foam rollers and pressure point balls to break up trigger points and soothe tight muscles and fascia while increasing blood flow and circulation. Participants at all levels of physical fitness are encouraged to attend.



Mask required during all activities except showering and swimming.
Your mask protects me, my mask protects you.
Thank you for keeping our facility safe.



Swim Lessons
Classes Meet October 18th - December 12th

Face masks required in locker rooms and on pool deck.
Participants will be required to social distance from others. Instructors will remain distanced from swimmers.
Swimmers not fully toilet trained must wear swim diaper with a light fitting cover over the diaper.

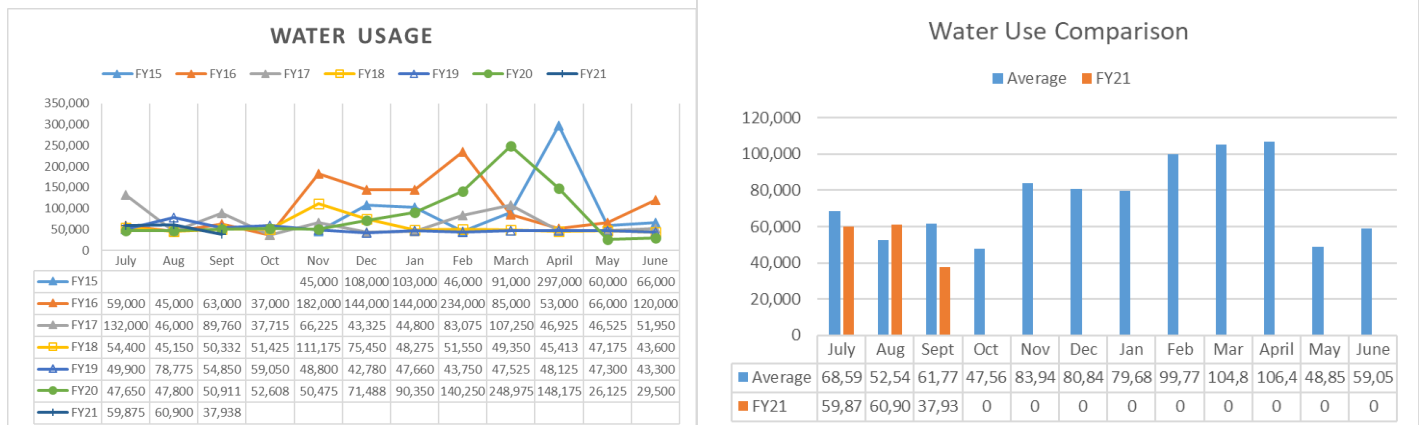
Swimmers in Preschool and Level 2 classes are required to have an Adult in the water with them.
Adult will be responsible for assisting swimmer with skills and ensuring swimmers maintain distance from instructor and other swimmers.

AGE*	CLASS	Day/Time**	REQUIREMENTS/PRE-REQUISITES	Mem	Non Mem
3-5 years	Preschool 1	Mondays 5:30-6:00p	Swimmers entering this class must be at least 3 years old on the first day of class.		
	Preschool 2	Mondays 6:05-6:35p	Swimmers entering this level must be at least 3 years old on the first day of class, should be willing to put their face in the water fully submerge their head and be willing to float on their back with ears in the water with minimal assistance.	\$35	\$53
	Preschool 3	Wednesdays 5:30-6:00p	Swimmers entering this level must be at least 3 years old on the first day of class, should be comfortable putting their face in the water and fully submerging without assistance. Swimmers should be able to float with minimal assistance on their front with their face in the water and on their back with their ears in the water and should be ready to attempt these skills without assistance.		
6+ years	Level 2	Wednesdays 6:05-6:35p	Swimmers entering this level should be comfortable putting their face in the water and fully submerging underwater without assistance. Swimmers should be able to float with minimal assistance on front with face in the water and on back with ears in the water and be ready to attempt these skills without support.	\$49	\$75

Upper level of swimmers will be expected to follow all safety protocols, including social distancing. Participants who do not follow safety rules will be removed from class.

AGE*	CLASS	Day/Time**	REQUIREMENTS/PRE-REQUISITES	Mem	Non Mem
6+ years	Level 3	Sundays 2:30-3:15p	Swimmers entering this level should be comfortable under the water, be able to float on front and back without support for 10-15 seconds, be able to swim 5-10 yards on front and on back and be ready to begin attempting skills in deep water. Swimmers entering this class must be at least 6 years old on the first day of class.		
	Level 4	Mondays 6:40-7:25p	Swimmers entering this level should be able to swim 15-20 yards each of Front Crawl with side breathing, Backstroke, Elementary Backstroke, and 5-10 yards of Breaststroke or Sidestroke. They should also be comfortable in deep water and able to tread or float in deep water for 1 minute.	\$49	\$75
	Level 5	Wednesdays 6:55-7:40p	Swimmers entering this level should be able to comfortably swim 25 yards each of Front Crawl with side breathing, Backstroke and Elementary Backstroke. They should be able to swim 1.5-25 yards each of Breaststroke, Sidestroke and Butterfly, be very comfortable in deep water and able to tread water for 2 minutes.		
16+	Adult Beginner	Sundays 3:15-4:15p 10/18-11/8	Learn basic swimming and water safety skills. No previous swimming experience needed.	\$33	\$50
	Adult Intermediate	Sundays 3:15-4:15p 11/15-12/6	Swimmers entering this class should be familiar with the basic swim strokes and ready to develop/improve swim technique and endurance.		

Water



*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.

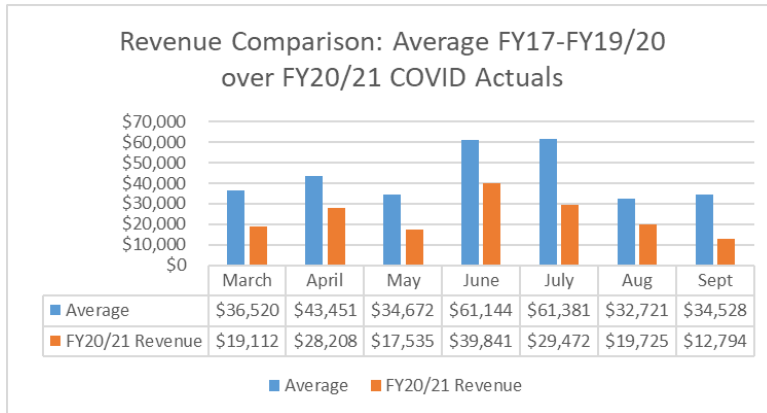
Revenue

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	Remai
414	Memberships	\$11,442	\$4,193	\$3,451										\$19,085	\$350,000	5.45%	\$330
430	Pro Shop	\$4,489	\$2,920	\$1,632										\$9,041	\$44,982	20.10%	\$35
435	Concessions	\$5,124	\$3,410	\$2,666										\$11,200	\$70,092	15.98%	\$58
460	Entry Fees	\$5,994	\$8,332	\$3,924										\$18,250	\$100,000	18.25%	\$81
463	Facility Rental	\$2,264	\$554	\$120										\$2,938	\$44,600	6.59%	\$41
465	Program Fees	\$160	\$316	\$1,000										\$1,476	\$85,817	1.72%	\$84
Misc														\$0	\$0		
	Facility Revenue Total	\$29,472	\$19,725	\$12,794	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,991	\$695,491	8.91%	\$633

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.

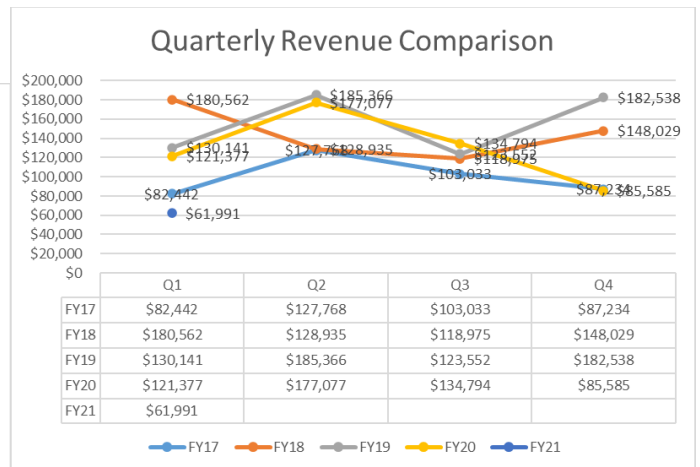
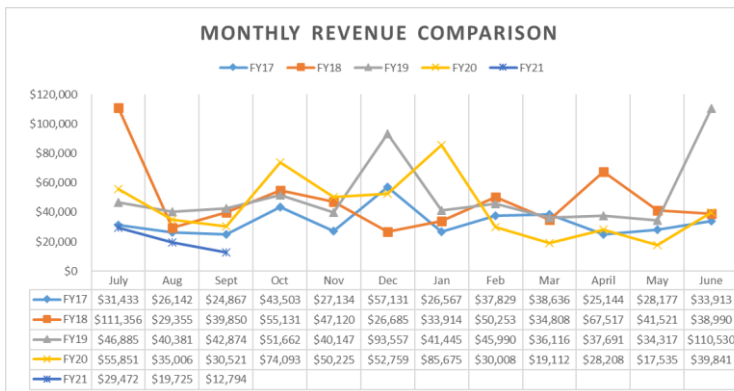
Comparing monthly revenue totals with average monthly revenue over the past 3 years, CoVID-19 related closures and restrictions have resulted in an approximate revenue loss of \$137,730 to date.

COVID-19 Comparisons	March	April	May	June	July	Aug	Sept	Total
Average	\$36,520	\$43,451	\$34,672	\$61,144	\$61,381	\$32,721	\$34,528	
FY20/21 Revenue	\$19,112	\$28,208	\$17,535	\$39,841	\$29,472	\$19,725	\$12,794	
COVID-19 Deficit	\$17,409	\$15,242	\$17,136	\$21,303	\$31,909	\$12,996	\$21,734	\$137,730



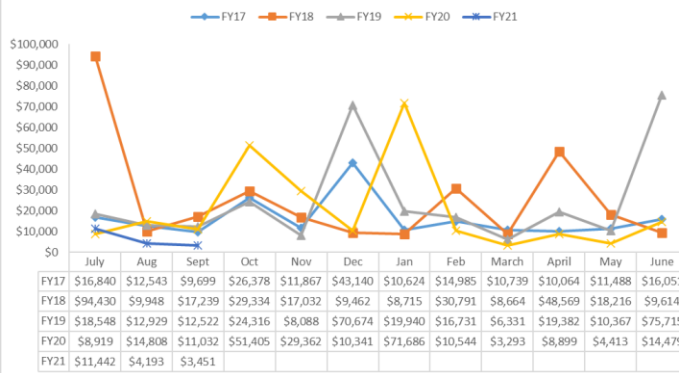
Revenue Comparisons: Monthly Totals

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

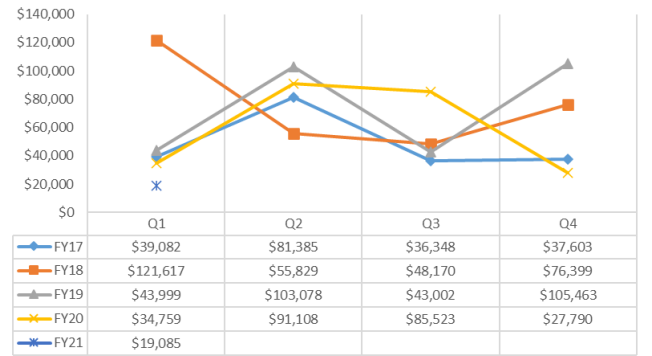
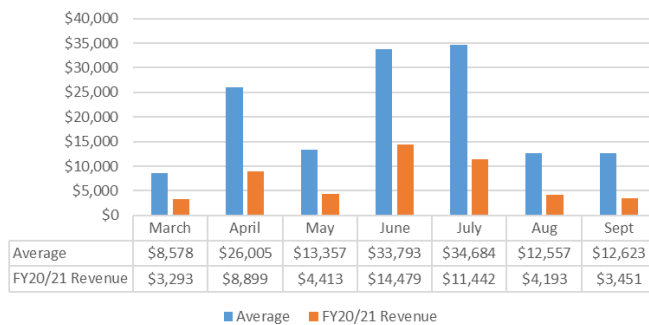


Revenue Comparisons by line Item: Sharp variations in revenue for memberships, daily entry and rentals are due primarily to inconsistencies in when payments are received from corporate membership partners.

MEMBERSHIP REVENUE

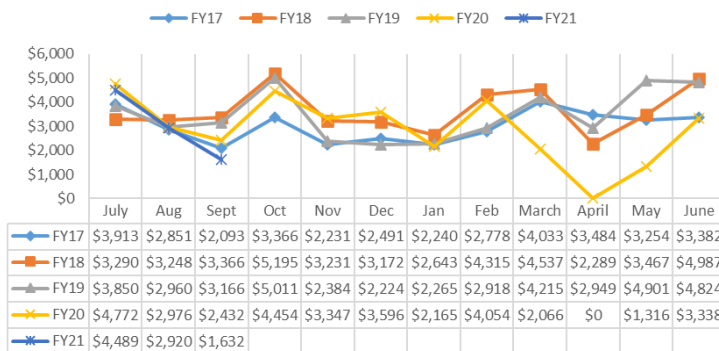


QUARTERLY MEMBERSHIP REVENUE

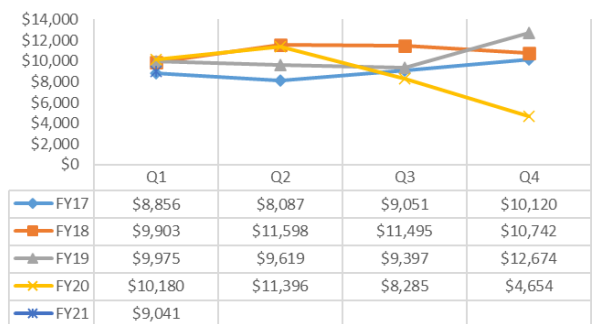
Membership Revenue Comparison: FY17-FY19/20
Average over FY20/21 COVID Impacted Actuals

Membership revenue is down approximately \$91,428 over normal year averages. During normal years we would host PFD and YKHC renewals in October, but with extensions from last years closures most annual memberships through December. We are currently planning renewal incentives for January.

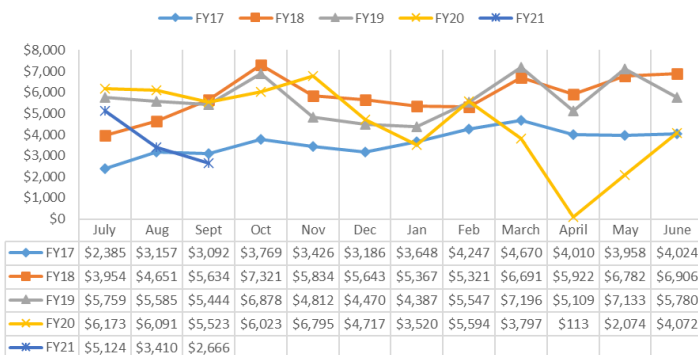
PRO SHOP REVENUE



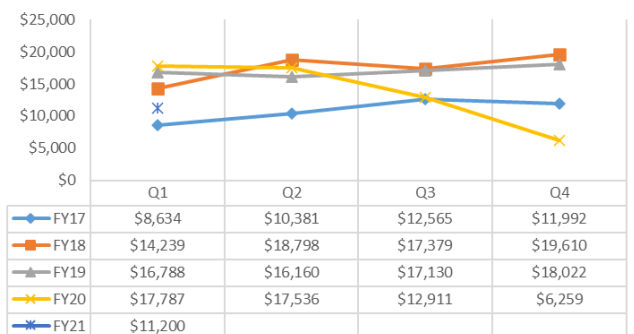
QUARTERLY PRO SHOP REVENUE



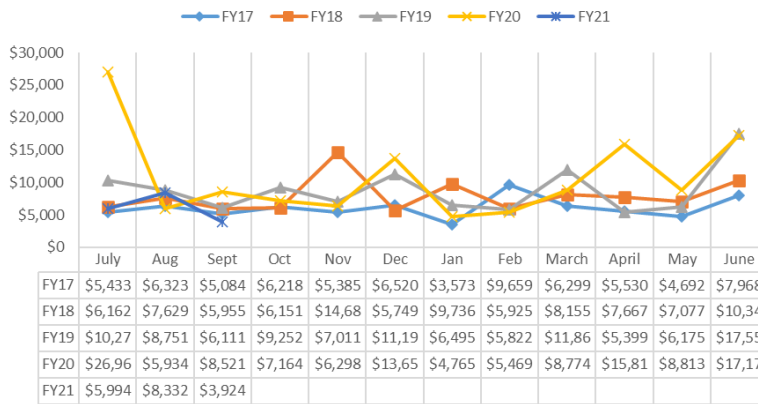
CONCESSIONS REVENUE



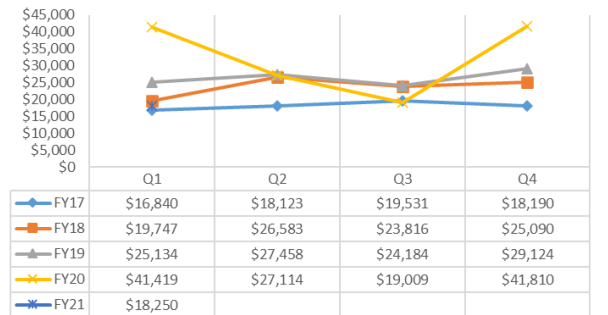
QUARTERLY CONCESSIONS REVENUE



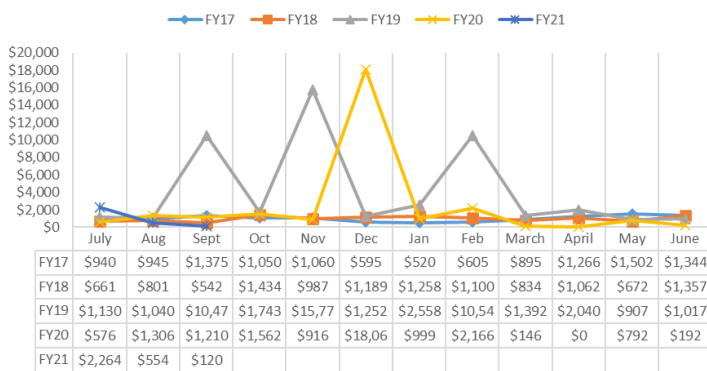
DAILY ENTRY FEES



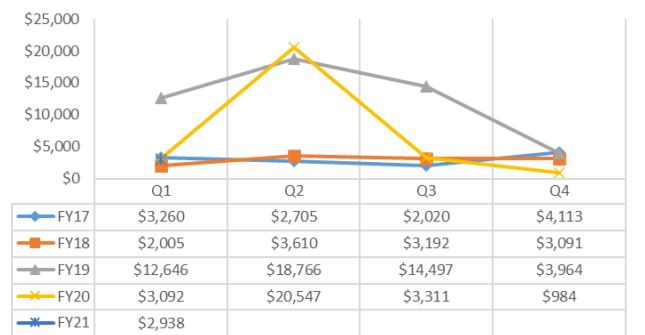
QUARTERLY ENTRY FEES REVENUE



FACILITY RENTALS



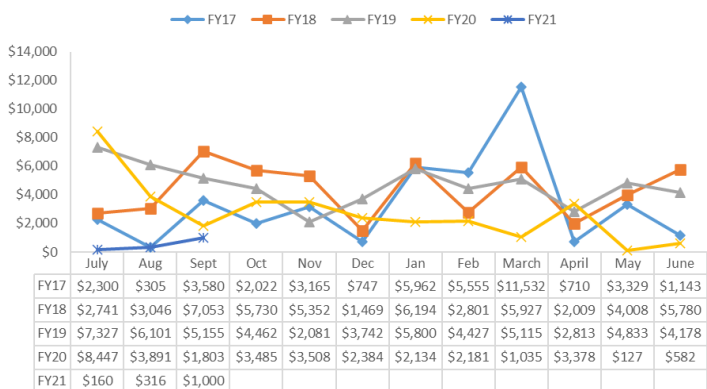
QUARTERLY RENTAL REVENUE



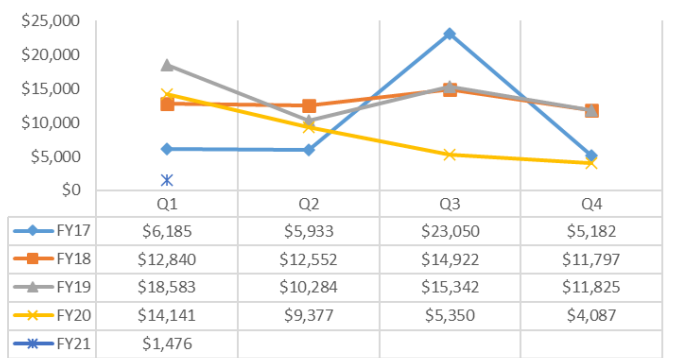
Variations in Program Revenue reflect registration periods that run across 6-8 week sessions as well as the variability of instructor schedules.

Program offerings have been severely limited by safety concerns during COVID-19. Through the summer we only had a small number of group fitness classes offered. In September we began our 3Ts instructional class and swim lessons will begin again in October.

PROGRAMS REVENUE

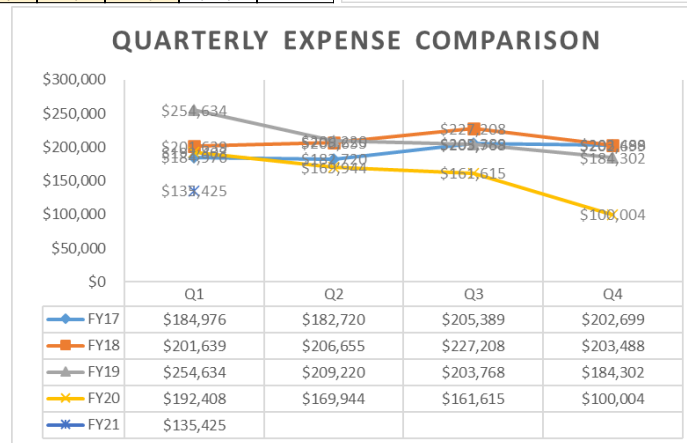
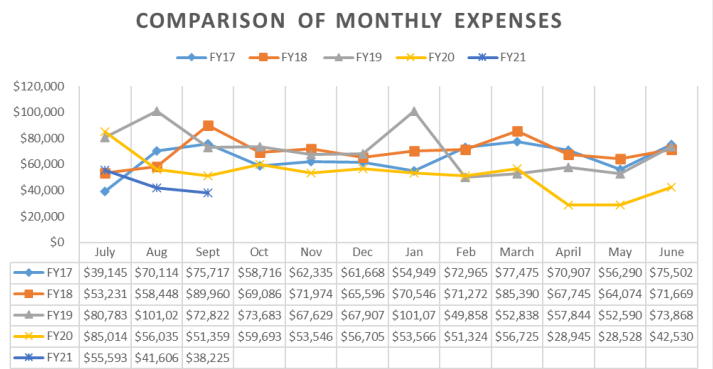


QUARTERLY PROGRAM REVENUE



FY21 Expenses

Expenses	Jul-20	Aug-20	Sep-20	Total	Budgeted	% used
Wages	\$40,277	\$27,276	\$26,273	\$93,825	\$671,142	13.98%
Benefits	\$8,835	\$5,853	\$5,526	\$20,214	\$147,256	13.73%
520 Housing	\$1,545	\$1,545	\$1,545	\$4,635	\$43,822	10.58%
545 Travel/Training	\$0	\$0	\$0	\$0	\$3,000	0.00%
561 Supplies	\$2,983	\$4,356	\$2,010	\$9,350	\$101,671	9.20%
563 Wearing Apparel	\$0	\$0	\$518	\$518	\$2,731	18.96%
580 Boiler	\$0	\$0	\$0	\$0	\$6,000	0.00%
661 Vehicle Maintenance/Repair	\$0	\$0	\$0	\$0	\$250	0.00%
663 Janitorial Supplies/Services	\$39	\$707	\$372	\$1,117	\$20,400	5.48%
668 Software Licenses	\$717	\$214	\$136	\$1,067	\$8,146	13.09%
669 Other Purchased Services	\$0	\$0	\$0	\$0	\$25,160	0.00%
683 Minor Equipment	\$0	\$665	\$1,024	\$1,689	\$21,000	8.04%
684 Donations and Awards	\$0	\$0	\$0	\$0	\$500	0.00%
724 Dues/Subscriptions	\$186	\$186	\$402	\$773	\$2,100	36.80%
727 Advertising	\$64	\$0	\$0	\$64	\$8,000	0.80%
733 Postage	\$0	\$0	\$0	\$0	\$200	0.00%
736 Bank Charges	\$947	\$728	\$421	\$2,096	\$15,377	13.63%
790 Allowance for Special Events	\$0	\$0	\$0	\$0	\$850	0.00%
799 Miscellaneous	\$0	\$78	\$0	\$78	\$12,150	0.64%
TOTAL	\$55,593	\$41,606	\$38,225	\$135,425	\$1,089,755	12.43%



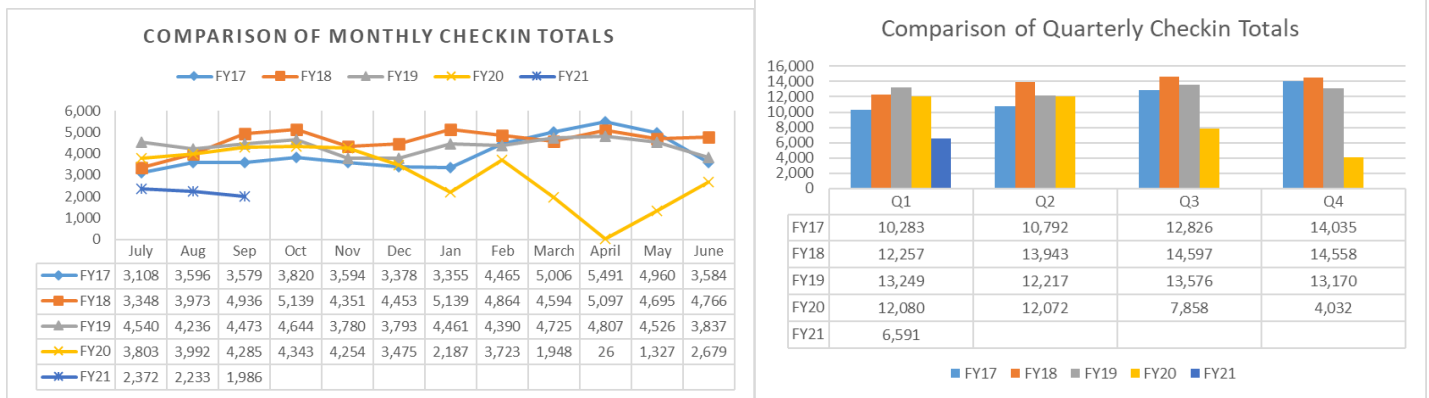
We have actively worked to keep expenses low through this time of reduced revenue due to CoVID-19 while still making seasonal purchases that are dependant on barge service. 3 pay periods fell furing the July 2020 reporting period rather than the more frequent 2 pay periods.

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	1,134										3,521
Daily Admissions	1,130	946	798										2,874
Rentals	20	7	0										27
Fitness Programming	41	71	40										152
Aquatics Programming	2	1	0										3
Youth Programs	0	0	14										14
Monthly Totals	2,372	2,233	1,986	0	0	0	0	0	0	0	0	0	6,591

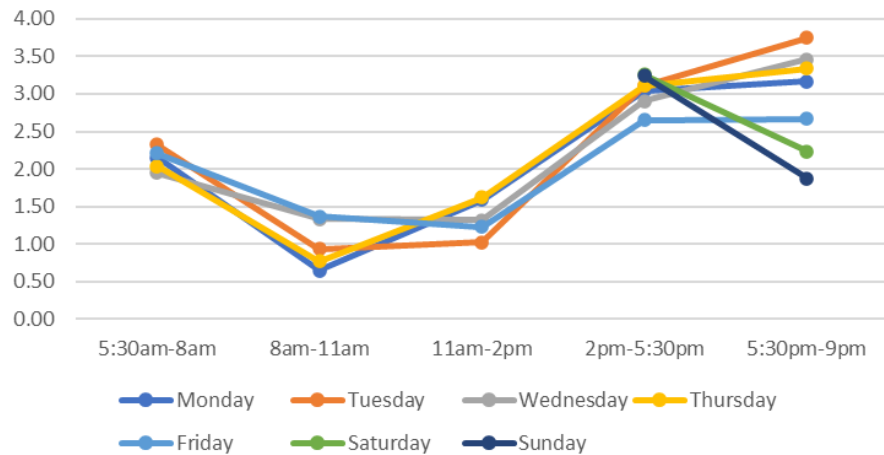


Concerns about CoVID-19 began impacting facility utilization in late February 2020 and into the facility closure which started by Governor mandate at 5pm March 18th. The facility reopened on May 9th at limited capacity and continues to be open with COVID-19 safety protocols in place. As COVID-19 cases have continued to rise in the YK Delta, patrons and staff continue to express concerns about using the facility and September utilization was approximately 46% of average.

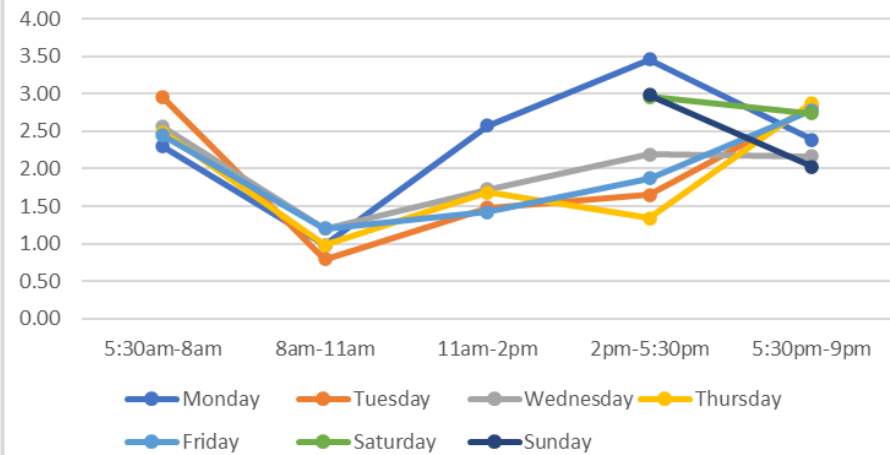
Checkin Comparisons	March	April	May	June	July	August	September
Average	4,775	5,132	4,727	4,062	3,700	3,949	4,318
FY20/21	1,948	26	1,327	2,679	2,372	2,233	1,986
%	41%	1%	28%	66%	64%	57%	46%

The two sets of charts below show trends of use for the Cardio/Weight Room and Pool. In general, how users are interacting with the facility has remained consistent though there is a slight drop off of early afternoon use, likely attributed to the resumption of school activities.

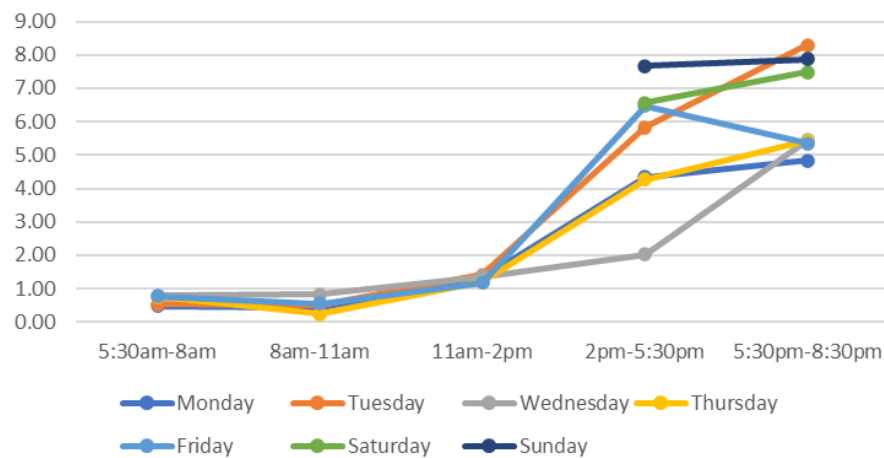
Average Use Fitness Room May/July 2020



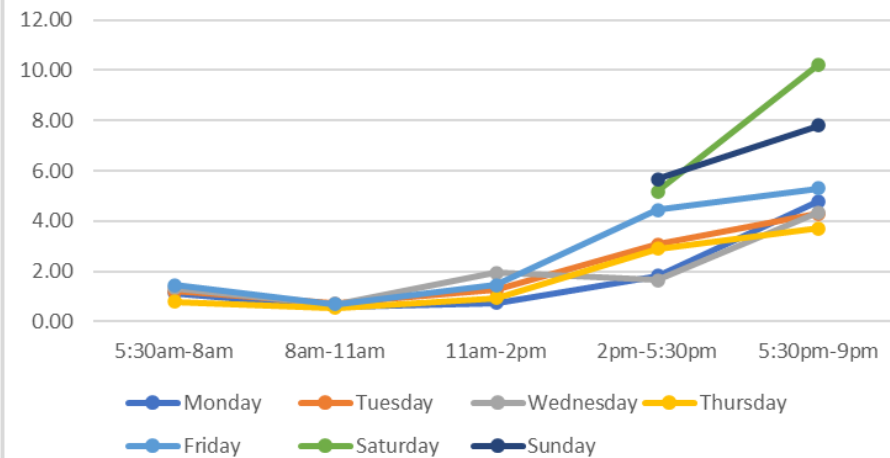
Average Use Fitness Room Aug/Sept 2020



Average Pool Use May-July 2020



Average Use Pool Aug/Sept 2020



City of Bethel, Alaska

City Clerk's Office

Council Meetings

November 10 and 24 Regular City Council Meetings

General Election

The General Election is managed by the State of Alaska; however without an individual in the community to help with outreach, coordination and distribution of materials, those tasks still fall on the City of Bethel. We were able to assist the State in finding someone to work and a site location for absentee in-person voting for the General Election. We continue to provide support in the form of public outreach to help ensure the public is aware of the opportunity.

COVID Safe Halloween

The City of Bethel has established a Pumpkin Pledge for all pre-k through 6th grade. The pledge asks the youth Pre-K to 6th Grade to protect their community this Halloween and pledge to not go trick-or-treating. This program has taken a considerable amount of time to coordinate, we are thankful for our community partners ONC, YKHC, LKSD, Alaska Commercial and the University of Alaska for their collective goal of keeping our community from further spread of COVID-19.

We have also initiated a "create a scarecrow and hunt" event which will allow families to use found objects around their homes to create a work of art. We will create a map on October 28th with the number of scarecrows in each area of town to help with the family scarecrow hunt.

We will continue to provide public messaging to help encourage people to participate in Halloween activities that are safe alternatives to trick or treating.

We reached out to the University of Alaska Consortium Library to see if they would be willing to do a donation collection and distribution of candy for our community families. They confirmed and will accept and distribute bags of candy by appointment.

Kid's Vote Program

We had to get creative this year and decided to issue the kids vote ballot through Survey Monkey. To help encourage all ages to vote, we have a ballot for older kids that includes everything adults will see in their ballot, and a ballot that lists the presidential and vice-presidential candidates from the Republican and Democratic Party. We developed the learning pamphlet as an additional tool for youth and adults included in this report.

COVID-19

Quarantine Meal Delivery. The City Clerk is managing the scheduling and complications of the delivery of quarantine meals which has increased significantly over the last few weeks. We will continue to work with non-profits to fill the needed delivery slots but have increased advertising to hopefully hire another COVID support staff member to help with filling in the gaps of delivery.

Working with YKHC to collect information necessary for responding to the monthly FEMA and Homeland Security statistic request.

Getting Back to Normal

Without question our office has had a significant rerouting of tasks since April and while those are beginning to let up slightly we are still not in full City Clerk's Office operation. We will be working to get back on track with a number of outstanding projects which have been pushed to the side during our time of COVID Response. Some things in progress are:

- Updates to the Committee/Commission Member Guide. It is our hope that at the end November/first part of December we will be able to host a virtual training for our volunteers and staff.
- Document audit for committees, commissions and council on the website.
- We have a number of draft ordinances that need finalized.
- Working through schedules with Council Members, Committee/Commission Members and staff to confirm availability and attendance to the trainings and/or sessions provided by the Alaska Municipal League.

BETHEL

KIDS



NOVEMBER 3, 2020
GENERAL ELECTION

City of Bethel

2020 General Election

U.S. PRESIDENT & VICE-PRESIDENT CANDIDATES



JDe La Fuente, Rocque "Rocky",
President Alliance Nominee
Richardson, Darcy G.
Vice President Alliance Nominee



James G. "Jesse Ventura" Janos,
President Green Nominee
Cynthia McKinney,
Vice President Green Nominee



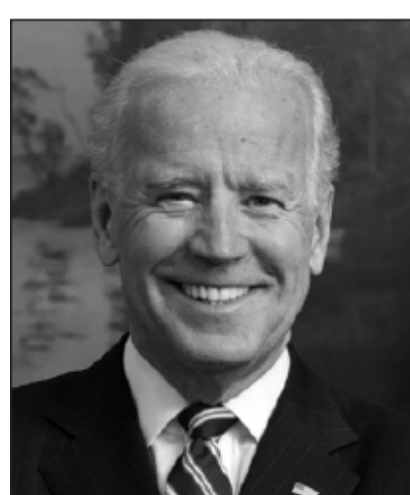
Jo Jorgensen,
President Libertarian Nominee
Jeremy "Spike" Cohen,
Vice President Libertarian Nominee



Brock J. Pierce,
President Non-Affiliated Nominee
Karla M. Ballard,
Vice President Non-Affiliated Nominee



Donald J. Trump
President Republican Nominee
Michael R. Pence
Vice President Republican Nominee



Joseph A. Biden Jr.,
President Democratic Nominee
Kamala D. Harris,
Vice President Democratic Nominee



Don Blankenship,
President Constitution Nominee
William Mohr,
Vice President Constitution Nominee

2020 General Election

ALASKA U.S. STATES SENATOR CANDIDATES



John Wayne Hewe, Alaskan Independence Nominee,
(Alaskan Independence)



Dan Sullivan, Republican Nominee,
(Republican)



Al Gross, Democratic Nominee,
(Nonpartisan)

ALASKA U.S. STATES REPRESENTATIVE CANDIDATES



Alyse S. Galvin, Democratic Nominee
(Nonpartisan)



Don Young, Republican Nominee
(Republican)

ALASKA DISTRICT 38 REPRESENTATIVE CANDIDATES

Willy Keppel
(Veteran's Party) Petition Nominee

Tiffany Zulkosky
Democratic Nominee

JUDGES ON THE BALLOT

SUPREME COURT

Justice Susan M. "Sue" Carney

COURT OF APPEALS

Judge Tracey Wollenberg

4TH JUDICIAL DISTRICT SUPERIOR COURT

Judge Nathaniel Peters

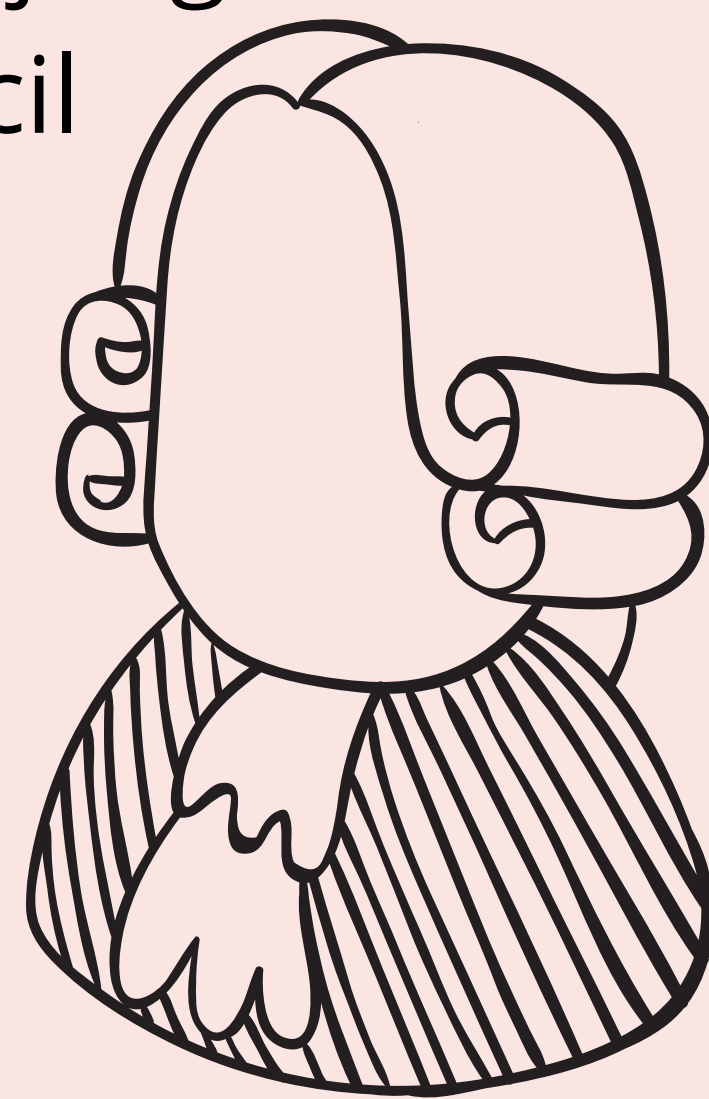
4TH JUDICIAL DISTRICT DISTRICT COURT

Judge Mathew C. Christian

Judge William T. Montgomery

HOW ARE JUDGES CHOSEN IN ALASKA

Under the Alaska Constitution, the selection of judges is a two-part process involving the Alaska Judicial Council (a non-partisan citizens' commission) and the governor. The applicants are reviewed by the Judicial Council and they nominate the best qualified among them.



EVALUATION AREAS:

Integrity

Legal Ability

Temperament

Impartiality & Fairness

Diligence and Administrative Skills

Check out the State of Alaska Voter Pamphlet for more information on the candidates and ballot measures.

elections.alaska.gov

STATE OF ALASKA BALLOT MEASURES

Ballot Measure No. 1 – 19OGTX

An Act changing the oil and gas production tax for certain fields, units, and nonunitized reservoirs on the North Slope.

This act would change the oil and gas production tax for areas of the North Slope where a company produced more than 40,000 barrels of oil per day in the prior year and more than 400 million barrels total. The new areas would be divided up based on “fields, units, and nonunitized reservoirs” that meet the production threshold. The act does not define these terms. For any areas that meet the production threshold, the tax would be the greater of one of two new taxes.

(1) One tax would be a tax on the gross value at the point of production of the oil at a rate of 10% when oil is less than \$50 per-barrel. This tax would increase to a maximum of 15% when oil is \$70 per-barrel or higher. No deductions could take the tax below the 10% to 15% floor.

(2) The other tax, termed an “additional tax,” would be based on a calculation of a production tax value for the oil that would allow lease expenditure and transportation cost deductions. This tax on production tax value would be calculated based on the difference between the production tax value of the oil and \$50. The difference between the two would be multiplied by the volume of oil, and then that amount would be multiplied by 15%. The existing per-taxable-barrel credit would not apply. The act uses the term “additional tax” but it does not specify what the new tax is in addition to. The tax would be calculated for each field, unit, or nonunitized reservoir on a monthly basis. Taxes are currently calculated on an annual basis, with monthly estimated payments. Since these new taxes would only apply to certain areas, a taxpayer would still have to submit annual taxes for the areas where the new taxes do not apply. The act would also make all filings and supporting information relating to the calculation and payment of the new taxes “a matter of public record.” The act does not specify the process for disclosure of the public records.

Should this initiative become law?

Yes

No

Ballot Measure No. 2 – 19AKBE

An Act Replacing the Political Party Primary with an Open Primary System and Ranked Choice General Election, and Requiring Additional Campaign Finance Disclosures

This act would get rid of the party primary system, and political parties would no longer select their candidates to appear on the general election ballot. Instead, this act would create an open nonpartisan primary where all candidates would appear on one ballot. Candidates could choose to have a political party preference listed next to their name or be listed as “undeclared” or “nonpartisan.” The four candidates with the most votes in the primary election would have their names placed on the general election ballot.

This act would establish ranked-choice voting for the general election. Voters would have the option to “rank” candidates in order of choice. Voters would rank their first choice candidate as “1”, second choice candidate as “2”, and so on. Voters “1” choice would be counted first. If no candidate received a majority after counting the first-ranked votes, then the candidate with the least amount of “1” votes would be removed from counting. Those ballots that ranked the removed candidate as “1” would then be counted for the voters’ “2” ranked candidate. This process would repeat until one candidate received a majority of the remaining votes. If voters still want to choose only one candidate, they can.

This act would also require additional disclosures for contributions to independent expenditure groups and relating to the sources of contributions. It would also require a disclaimer on paid election communications by independent expenditure groups funded by a majority of out of state money.

Should this initiative become law?

Yes

No

VOTE RESPONSIBLY

IT'S YOUR SUPER POWER



Whether you are voting for the school board, city council, governor, or president of the United States, your vote matters and will help set the course for years to come. Elected officials make decisions about many things that affect you, you can help shape the future. You don't have to be an expert on the issues but with a bit of research, you can vote confidently during the election season.

Know the
issues and your
position on those
issues

Find
information
from diverse
sources

VOTE

Respect
different
viewpoints

Be careful
about trusting
what you hear and
what you choose
to believe

YOUR VOTE COUNTS

Alaska ranks 47th of 50 states in population according to the 2010 Census. Because of Alaska's relatively small population, a few votes or even one vote can make a significant difference. How important are a few votes in Alaska?

2018-ONE vote elected Bart LeBon to the State house in District 1, over Kathryn Dodge in the General Election, following a recount and appeal to the Alaska Supreme Court.

2006-ZERO votes separated Bryce Edgemon from Carl Moses in State House District 37 Primary Election, who tied with 767 votes each as a result of the outcome of an appeal to a recount. A coin toss determined Bryce Edgemon as the winner

1998-Six votes elected Carl Morgan to the State House in District 36, over Irene K. Nicholia in the General Election, following a recount.

PRESIDENTIAL ELECTION

PERCENTAGE OF VOTER TURNOUT

58%

USA Eligible Voters Voted

51%

Alaska Eligible Voters Voted

33%

Bethel Eligible Voters Voted

"Nobody will ever deprive the American people of the right to vote except the American people themselves and the only way they could do this is by not voting."

President
Franklin D. Roosevelt

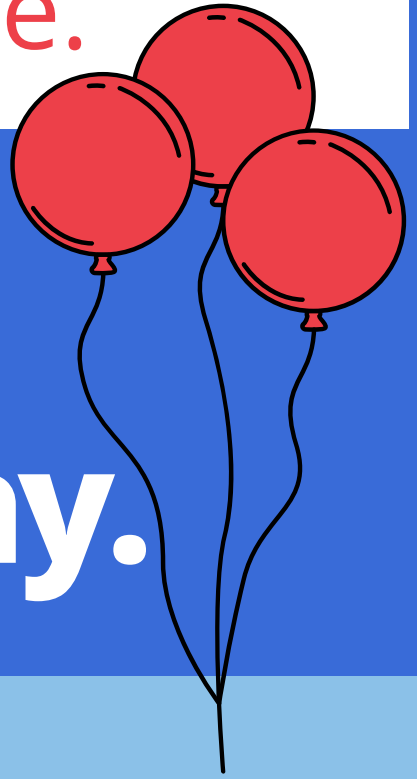


GOING TO VOTE

You need to be registered (signed up) to vote to qualify to receive a ballot . When you show up to vote at the polling place (precinct) on Election Day, you will show you ID to the election official who will find your name on the precinct register. You will sign the register and be issued your ballot to vote. After voting your ballot, place your ballot in the ballot box.

The polling place will have everything you need to vote.

In Alaska, you can register to vote up to 90 days before your 18th birthday.



WAYS TO VOTE



In person at the polls on Election Day.
In person during absentee in person voting.



By mail apply to have a ballot mailed to you at least 10 days before Election Day.



By special needs ballot. A personal representative picks up a ballot on election day at the polling place or during absentee in person voting and brings the ballot to you if you are unable to vote in person because of age, illness or disability.



By electronic transmission. Request a ballot provided to you by-fax or online ballot delivery 15 days before the election.



Questioned Ballot. If your name is not on the precinct register, your address has changed, you don't have ID, you already voted or an observer challenges your qualifications to vote you will be asked to vote a questioned ballot. You will fill out a questioned ballot envelope which is evaluated by a review board before counting your vote.

1920



CELEBRATING THE 100 YEAR ANNIVERSARY OF THE PASSAGE OF THE 19TH AMENDMENT

The 19th Amendment was added to the U.S. Constitution on August 26, 1920.

The right of citizens of the United States to vote shall not be denied or abridged by the United State or by any state on account of sex.



SIGNIFICANT CHANGES IN VOTING HISTORY

1776 Only people who own land can vote

1865 The Civil Rights Act defines citizenship and prohibits discrimination based on race.

1868 14th Amendment granting citizenship to African-Americans and permitting them to vote but some states still attempt to deny them the right to vote.

1870 15th Amendment passed stating the right to vote cannot be denied based on race. Soon after some states begin to enact measures such as voting taxes and literacy tests that restrict the registration of voters.

1920 19th Amendment passed giving women the right to vote.

1947 Legal Barriers to Native American voting removed.

1964 24th Amendment passed. It guaranteed the right to vote in federal elections will not be denied for failure to pay any tax.

1971 26th Amendment passed changing the voting age from 21 to 18.

1975 the Voting Rights Act is expanded to protect language minorities. Voting materials are made available in more languages to provide multilingual access at the polls.

1982 Congress requires new voting protections for people with disabilities.

WHAT & WHY?

ELECTORAL COLLEGE

This map reflects the number of electoral votes each state has.



Following each election for president, the colors on this map will change to reflect which party the electoral college in that state voted.

What will this map look like in January 2021?



ELECTORAL COLLEGE

In the beginning of the United States, the Founding Fathers felt that the voters would not know enough about the candidates and issues to make informed decisions. It was also important to them to consider how to make the elections fair for both large and small states so they created the Electoral College.

The Electoral College has 538 electors chosen in accordance to their state laws. Each state gets a number of electors (the people that sit on the Electoral College) equal to its U.S. Congressional representation. In Alaska each political party selects their electors, by the state party convention or in another manner prescribed by the party's bylaws. Third party and independent candidates designate their electors.

Every state, other than Maine and Nebraska, require their electors vote for the candidate who wins the majority vote in their state. In Main and Nebraska, two electors are chosen by statewide popular vote and the remainder by the popular vote within each Congressional district

In mid-December, following the General Election, the electors gather in their state capital and cast their electoral votes. The certified votes are sealed and sent to Congress.

In Alaska When voters go to the polls on Election Day, they are really voting for electors to serve in the Electoral College. The vote marked for the President and Vice-President candidate on the ballot is considered and counted as a vote for the electors of the party. Whichever presidential candidate wins the popular votes in the state wins all the "pledged" votes of the state's electors.

On January 6, the electoral votes are opened and counted in a joint session of Congress. To win, a candidate must get at least 270 out of the 538 total electoral votes. If no candidate receives the required 270 votes, the House of Representatives chooses the president between the three candidates who received the most popular votes. Each state gets one vote, so the representatives for each state have to agree on which candidate will receive their vote. The House has had to vote for the president only twice, in 1801 and 1825.

ELECTION TERMS

Absentee ballot: a ballot that is used to vote when someone cannot physically be at the polling place on election day

Amendment: a change to the U.S. Constitution

Ballot: a sheet of paper, cardboard card, or electronic instrument used to cast a vote

Bill: a proposed law

Bipartisan: supported by both political parties

Campaign: a race between candidates for elective office

Candidate: someone who seeks or who has been suggested for an office.

Citizen: a person who is a member of a country or state. Citizens have certain duties and rights.

Congress: legislative body of the United States

Democracy: government in which the people hold the ruling power

Election Day: The day reserved for people to vote.

Electoral College: Group of people representing the states of the US, who formally cast votes for the election of president and vice president. Tuesday after the first Monday in November

General Election: a regular election for statewide or national offices

Incumbent: someone currently holding an office

Nominate: to name as a candidate for an election

Non-partisan: not supporting or controlled by a group, cause, or political party

Partisan: devoted to a cause or a party

Poll: the place where votes are cast and registered, or a survey of the public

Primary: an election for choosing the candidates who will run in the final election

FAMILY ACTIVITIES



- Give children a voice in family decisions by holding votes about various daily choices. Who wants moose, who wants caribou... winner picks dinner!
- Make voting fun, give the kids your stickers, talk to them about why you go to vote.
- Ask your kids what their opinions are on political issues (based off their level) and listen to their answers.
- Talk about political advertising and lobbying. Teach kids to evaluate where they are getting their information and encourage them to go to various sources for a well rounded view.
- Watch and talk about the debates.
- Watch Election night coverage.

TEACHER RESOURCES

- <https://www.tolerance.org/moment/voting-elections>
- <https://www.oercommons.org/authoring/59624-elections-and-voting-teacher-resources/view>
- <https://alaskapublic.pbslearningmedia.org/collection/election-collection/#.X4eLQtZKhhE>
- <https://sharemylesson.com/collections/civic-education-elections>
- <https://www.scholastic.com/teachers/collections/teaching-content/elections/>

*Change happens one step at a time.
Keep Picking them up and putting them down.*
John Lewis

**Brought to you by the City of Bethel,
making our future stronger.**