CITY OF BETHEL

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

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

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

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

ALL PUBLIC MEETINGS OF THE CITY OF BETHEL WILL BE HELD VIRTUALLY.
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Meeting ID: 961 5520 6634
Passcode: 419164

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. *12-7-2020 Special City Council Meeting
   - 6.2. *12-8-2020 Regular City Council Meeting
7. **REPORTS OF STANDING COMMITTEES**
   - 7.1. Committee/Commission/Board Agendas And Meeting Minutes
8. **SPECIAL ORDER OF BUSINESS**
9. **UNFINISHED BUSINESS**

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

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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

10. NEW BUSINESS

10.1. Public Hearing Of Emergency Ordinance 20-37: Extending The Declaration Of Emergency Issued Through Ordinance #20-32, 20-29, #20-11, Ordinance #20-09, And Ordinance #20-08 (Mayor Dewitt)

10.2. Public Hearing Of Emergency Ordinance 20-38: Extending Emergency Ordinance 20-34 And 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)

10.3. Public Hearing Of Emergency Ordinance 20-39: Extending Emergency Ordinance 20-36/20-33 "The City Of Bethel Covid-19 Rules And Procedures," Which Adopt And Clarify State Of Alaska Travel Protocols For All Interstate And Intrastate Non-Essential Travel To The City (Mayor Dewitt)

10.4. Public Hearing Of Emergency Ordinance 20-40: Exempting 13.04.290 Of The Bethel Municipal Code To Prevent Water Shut Off For Non-Payment For An Additional 60 Days (Mayor Dewitt)

10.5. *Introduction Of Ordinance 20-41: Designating Municipal Reserve Property, U.S. Survey 3230 A And B, Block 7, Lot 1 And 2, As Public Utility Land Location (Interim City Manager Williams)

10.6. *Introduction Of Ordinance 20-42: Authorizing The Disposal Of Property By Demolition – Log Cabin Building, Located At 326 Akiachak Avenue, Pinky's Park And Claiming Ownership Of Such Structure Through Adverse Possession (Interim City Manager Williams)

10.7. *Introduction Of Budget Ordinance 20-12(f): Amending The City Of Bethel Fiscal Year 2021 Budget-Slide Back Conversion (Interim City Manager Williams)

10.8. *Introduction Of Budget Ordinance 20-12(g): Amending The City Of Bethel Fiscal Year 2021 Budget-Airport Incentive Program- Quarantine Food Distribution (Interim City Manager Williams)

10.9. *AM 20-61: Re-appointment Of Committee/Commission/Board Members (Mayor DeWitt)

10.10. AM 20-62: Approving The Regular City Council Meeting Dates For 2021 (Mayor DeWitt)

10.11. AM 60-63: Amendments With Tec Pro- Lift Station Controls Improvement Project (Interim City Manager Williams)

10.12. AM 20-64: Authorizing Administration To Negotiate And Execute A Contract With Questca To Purchase Budgeting Performance Software Authorizing Administration To Utilize CARES Act Funding For The First Year Of The Contract And To Bypass The Request For Proposal Requirements In Conjunction With The Response To The Ongoing Emergency (Interim City Manager Williams)

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10.13. *AM 20-65: Direct City Administration To Complete One Or More Grant Applications For Federal Emergency Management Agency (FEMA) Funds To Pay Costs Associated With Quarantine Lodging And Food Distribution Resulting From The COVID-19 Pandemic Emergency Between December 31, 2020 To March 31, 2021 (Interim City Manager Williams)

10.14. AM 20-66: Approve Modification To The City's Coronavirus Aid, Relief, And Economic Security (CARES) Act Budget And Spending Plan Such That $500,000 Is Added To The Bethel Community Services Foundation Charities Line Item And Authorize The City Manager To Negotiate And Execute An Amendment To The Current Contract With BCSF For BCSF To Administer The Funds And Charge The City A Fee For Services Rendered (Interim City Manager Williams)

10.15. *IM 20-21: Limited Legal Services For Tax Counsel (Interim City Manager Williams)

10.16. *Personal Leave-City Clerk-December 24th-31st, 2020 (Mayor DeWitt)

11. REPORTS

11.1. Mayor's Report

11.2. City Manager's Report

11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

13.1. In Accordance With AS 44.62.310(C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion; (3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential; (4) Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure.

Filling The Vacancy Of City Manager, Review Of Applications, Discussion Of Qualifications, And Interview Questions (Mayor Dewitt)

14. ADJOURNMENT

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

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Kevin Morgan, Deputy City Clerk
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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 Special Meeting of the Bethel City Council was held on December 7, 2020 at 6:00 p.m., in the Council chambers, Bethel, Alaska.

Mayor DeWitt called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Perry Barr (telephonically) arrived after roll call at 6:13 p.m. Vice-Mayor Haley Hanson (telephonically) City Council Member Alyssa Leary (telephonically) City Council Member Mark Springer (telephonically) Mayor Michelle DeWitt (telephonically) City Council Member Rose Henderson (telephonically) City Council Member Conrad McCormick (telephonically)
Members Absent:
Also in attendance were the following:
City Clerk Lori Strickler (telephonically), City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Main Motion: Approval of Agenda.

Moved by:	Haley Hanson
Seconded by:	Rose Henderson

In favor:	Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

6. UNFINISHED BUSINESS

7. NEW BUSINESS

Item 7.1. - City Manager Recruitment And Candidate Interviews (Mayor DeWitt)

Main Motion: Amend the question list to add, "What experience do they have supervising Law Enforcement and Public Safety Agencies within local government?"

Moved by:	Mark Springer
Seconded by:	Conrad McCormick
In favor:	Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Council Member Barr joins the meeting at 6:13 p.m.

8. EXECUTIVE SESSION

Item 8.1. - In Accordance With AS 44.62.310(C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion; (3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential; (4) Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure.

Filling The Vacancy Of City Manager, Review Of Applications, Discussion Of Qualifications, And Interview Questions (Mayor Dewitt)

Main Motion: Move into Executive Session- In Accordance With AS 44.62.310(C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion; (3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential; (4) Matters Involving Consideration Of Government Records That By Law Are Not Subject To

Public Disclosure. Filling The Vacancy Of City Manager, Review Of Applications, Discussion Of Qualifications, And Interview Questions.
Attending the Executive Session is the Council, GovHR Contractor Sarah Mckee, City Attorney Libby Bakalar and City Clerk, Lori Strickler.

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

9. ADJOURNMENT

Main Motion: Adjournment.

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

Meeting ended at 10:16 p.m.

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Michelle DeWitt, Mayor

ATTEST:

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Lori Strickler, City Clerk

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on December 8, 2020 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Perry Barr (telephonically) City Council Member Alyssa Leary (telephonically) City Council Member Mark Springer (telephonically) City Council Member Conrad McCormick (telephonically) City Council Member Rose Henderson (telephonically) Vice-Mayor Haley Hanson (telephonically) Mayor Michelle DeWitt
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

Beverly Hoffman-Concerned with corporations having influence on our community concerning Sugar Sweetened Beverages (SSB). Urged the public to look at the meeting packet online to educate themselves on the health facts concerned. Listed the taxes that we have in our community. Encouraged those who sell SSB in our to help take responsibly for the area as well. In support of Peter Williams to be hired as City Manager. Supports conveying the land under the multipurpose building to Orutsararmiut Native Council (ONC).

Amber Jones- In support of Ordinance 20-25. Spoke about taxes on SSB leading to decreased consumption of those products. Concerned with incorrect information about the tax in the public. Wanted to inform the public that the tax is on a product and the actual price of the product is determined by the seller.

Henry Hunter- In support for conveying the land under multiple purpose building to ONC. Asks the council that ONC be given the same consideration as other entities in regard to this land. The ONC Board does not support Ordinance 20-25 at this time.

Eileen Arnold- In support of Ordinance 20-25. It can be a good revenue stream for the City to use for staffing issues.

Luz Smeenk- Dietician, Alaska Diabetes coalition Member-SSB taxes lowers consumption. Spoke about the health problems of SSB such as tooth decay and obesity. SSB exceed the daily recommended amount of sugar and provide no nutritional benefits. A SSB tax supports wellness in the community; referenced a study in Berkley that showed a reduction of SSB. Revenue from the tax can be used to increase the opportunity for exercise.

Marybeth Whalen, LKSD Food Service Director, Alaska School Nutrition Association member-In support of Ordinance 20-25. The science of the SSB being harmful is not in question. Concerned with incorrect information about the tax in the public. Clarified that the tax is an excise tax, and it is asking the distributors to pay the tax, not the consumer. Revenue from the ordinance can be used to improve health in the community by being used for projects such as the fitness center, gyms, parks, and trails.

Kathy Hanson- In support of Ordinance 20-25. Asks the Council to continue to learn about SSB. Explained how an excise tax differs from a sales tax. Recommends extending the discussion to April and continuing to discuss how the revenue can be used to benefit the community.

Ruth Abigail Miller- In support of Ordinance 20-25. Spoke about other products which are taxed in the community, which can be harmful and explained that sugar can be a harmful as well. Discussed the health impact of high glucose globally and the spoke about the harmful combined effect on Health with the current pandemic. Explained that the excise tax effects the vendor. Spoke about the addictiveness of sugar and pointed out that SSB is the most concentrated way to introduce sugar into the body.

Beth Tressler- Spoke on ordinance 20-25. Encouraged the delay of the vote until the spring. Opposed to taxing the people; however, SSB has unhealthy effects on the community and chronic health conditions. Prevention is best way to combat these health effects. Encouraged educating the community. Many people do not hear prevention messages as they lack funding and are usually publicly funded.

Christy Inman- Opposes ordinance 20-25. Taxing food items is not the way to address this problem. Listed the type of beverages the tax will affect. The tax will have a negative effect on her business. Spoke about the difficultly and cost of getting quality drinking water to this area. Spoke of the poor quality of City water.

Lonnie Glaudo, Alaska Beverage Association- SSB is not responsible for all social issues. SSB is one piece of a lifestyle choice. Wanted to point out to the public that this tax is not voted on by the people, so it is not a requirement to put their names on flyers that were distributed to the community and explained the information on them. Also stated that business can't absorb the amount of tax as amended. Consumers will find ways around the tax. Education is the key and hopes the council takes in all the voices before they decide; moderation is the message.

Richard Robb- In opposition to Ordinance 20-25. Deciding what we consume and eat and drink is not the function of government. The City is financially in the black and does not need the tax. Mentioned that the Council is already receiving revenue from the remote sellers' sales tax which was made this year. Believes the SSB tax will increase inflation and cost of living. To raise taxes on ourselves is not in our best interest. Low-income citizens will be affected most. The cost of this excise tax will be passed on to the consumer.

Brent Miller, Alaska Beverage Association Member- Does not support raising taxes in trying times. Education and physical activity plays a large part in health. Health problems related to sugar have risen while sales of SSB have declined. The tax will affect those who cannot afford it the most. Government should not tell people what to eat and drink. Would like to see it brought the people to be voted on. Explained that these taxes are "passed through" and the tax does go to the consumer.

David Hicks, Swanson's manager- Talking as a citizen not a retailer. This type of tax is a "pass through" tax. Mentioned that 10 years ago a vote was brought to the people on a similar subject and it failed. Would like to see this on a ballot. Food security is important in time of crisis. Spoke about the level of poverty in our community and believes taxing people who are not able to represent themselves is irresponsible. Taxes cannot be earmarked, and there is no guarantee the money will be spend the way it was intended. This will affect many people who cannot order stuff online do not have the ability to do so. Spoke about the low quality of City water.

Zach Pleasant- Bethel resident. Spoke about the low quality of City water. Education is key. Wants the community to decide on the tax. Effects those who are not able to participle the online meeting.

Sean Davis- Dentist with YKHC, In support of 20-25. Spoke about the high rate of tooth decay and dental problems of children in the region. It is a public safety issue.

Reminded the public that children are not able to make wise decision for themselves.

Jamie Morgan AHA, American Heart Association- in support of Ordinance 20-25. Spoke about health problems associated with tooth decay and obesity. Provided statistics of the use of SSB especially in with the youth. Spoke of the need for health and education for low-income families. Supports the ordinance for the health of the community.

Joel Thomas- Does not support Ordinance 20-25. Would like an opportunity for the community to vote on the issue. The City of Bethel does not need the income.

Tucker Burette, Dentist in the region- Spoke about the alarming rate of tooth decay and dental problems of children in the area compared to other parts of the country. SSB is s major cause. SSB is not a necessary part of groceries.

Tim Meyers- Would like surplus CARES money to be used to give food to those in need.

Hugh Dyment- Against Ordinance 20-25. Original purpose was as a way of gaining revenue. The additional tax will be passed onto the consumer. The city is not in desperate need of the funds also the online sales taxes are now being collected. Spoke about past the past excise tax on Tobacco. it is a tax that will affect lower income people. Wrong time to pass an unnecessary tax.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval Of Consent Agenda And Regular Agenda.

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

Removal from Consent Agenda- Item 10.2, AM 20-56- Mayor DeWitt.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *11-24-2020 Special City Council Meeting
Passed on the consent agenda.

Item 6.2. - *11-24-2020 Regular City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

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

Port Commission, Council Member Springer- Nothing to report. No meeting has been held

Planning Commission, Vice-Mayor Hanson- Next meeting on the 10th. Two items of interest will be the Public Hearing on Tanqik Subdivision agreement and discussion on short term rentals in residential zones.

Community Action Grant Technical Review Board, Council Member Barr- The Calendar for the Board is on thew City of Bethel website., Please look up openings to apply for grants. Tonight, Council will be reviewing the grant awardees.

Parks, Recreation, Aquatic Health and Safety Center Committee, Mayor DeWitt- Not met since last meeting. Next meeting will be on Monday. Currently the Committee has one opening.

Finance Committee, Conrad McCormick- No meeting has been held. Nothing to report.

Public Works Committee, Council Member Leary- -Have not met since last meeting. The Committee has openings. Please apply. Encouraged the public to participle at the next meeting on the 16th.

Public Safety and Transportation Commission, Council Member Henderson- Welcomed new member Doug Boyer. Encouraged the public to join a committee. Excepted resignation of a member and removed a member for not being present. Discussed an animal control officer position for the City. Currently there are 5 vacancies at the Police Dept. The next meeting is first the Wednesday in January.

Main Motion: Take a break and reconvene at 8:30 p.m.

Moved by:	Haley Hanson
Seconded by:	Rose Henderson

In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Proclaiming The Week Of December 27, 2020 Frontline Healthcare Worker Appreciation Week (Mayor DeWitt)

9. UNFINISHED BUSINESS

Item 9.1. - Introduction Of Ordinance 20-25 Creating An Excise Tax On The Distribution Of Sugar-Sweetened Beverage Products (Council Member Dewitt)

Main Motion: Introduce Ordinance 20-25 was made on August 25, 2020.
Moved by DeWitt
Seconded by Franko

In favor:	Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Conrad McCormick
Opposed:	Perry Barr, Rose Henderson
Results:	Motion Carries

Primary Amendment: Adopt the amendments presented by the Parks Recreation Aquatic Health and Safety Center Committee.
Moved by: Council Member McCormick
Motion does not carry due to a lack of a second.

Motion to postpone the public hearing until April 13, 2021.

Moved by:	Haley Hanson
Seconded by:	Mark Springer
In favor:	Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt, Conrad McCormick
Opposed:	Perry Barr, Rose Henderson
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Resolution 20-19: Submitting A Victim Impact Statement To The United States Attorney's Office, District Of Alaska, In U.S. V. Carmichael, 3:19-Cr-00148-Tmb-Dms (Mayor Dewitt)

Passed on the consent agenda.

Item 10.2. - *AM 20-56: Authorize And Approve City Administration To Issue Checks Totaling $35,237.47 To Year 3, Quarter 3 And 4 Community Action Grant Awardees Based On The Community Action Grant Technical Review Board's (CAGTRB) Work On Scoring Applications And Deciding How Much To Award Each Applicant (Interim City Manager Williams)

Mayor DeWitt declared a Conflict of Interest due to Bethel Community Services Foundation (BCSF) involvement with Library fundraising.

Main Motion: Council Member DeWitt has a Conflict of Interest.

Moved by:	Mark Springer
Seconded by:	Rose Henderson
In favor:	None
Opposed:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick
Results:	Motion Fails

Main Motion: Adopt AM 20-56.

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

Item 10.3. - *AM 20-57 Direct Administration To Prepare And Submit An FY 2022 Public Transit (5311) Grant Application To Fund The Operation Of The Bethel Transit System With Up To $85,000 In Local Cash Match From The City's FY 2022 Budget (Interim City Manager Williams)

Passed on the consent agenda.

Item 10.4. - AM 20-58: Direct City Administration To Negotiate And Execute An Agreement With Myers Farm For The Purchase Of Up To 2,890 Boxes Of Produce At A Cost Of Up To $130,050 Using CARES Act Funds, And Then Distribute The Food

Free To Those In Need (Interim City Manager Williams)

Mayor DeWitt declared a Conflict of Interest due to BSCF involvement with CARES funds and grants.

Main Motion: Council Member DeWitt has a Conflict of Interest.

Moved by:	Mark Springer
Seconded by:	Perry Barr
In favor:	Perry Barr, Haley Hanson, Mark Springer, Rose Henderson, Conrad McCormick
Opposed:	Alyssa Leary
Results:	Motion Carries

Mayor Dewitt does not vote or take part in discussion of this item. Vice-Mayor Hanson presides over the meeting.

Main Motion: Approve AM 20-58.

Moved by:	Rose Henderson
Seconded by:	Mark Springer
In favor:	Michelle DeWitt
Opposed:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick
Results:	Motion Carries

Motion to strike "Meyer's Farm" and insert "Bethel Lion's Club"

Moved by:	Alyssa Leary
Seconded by:	Perry Barr
In favor:	
Opposed:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick
Results:	Motion Fails

Item 10.5. - AM 20-59: Council Authorization To Administration To Begin Work On Conveyance Of City Property, The Current Site Of The ONC Multi-Purpose Building (Plat 71-425, Tract A Block 9), To ONC (Interim City Manager Williams)

Council Member Springer declared a Conflict of Interest due to being Executive Director of ONC. Mayor DeWitt determined Council Member Springer has an indirect substantial financial interest on this issue.

Council Member Henderson declared a Conflict of Interest due to being a tribal member of ONC.

Mayor DeWitt determined Council Member Henderson has a Conflict of Interest on this issue.

Council Member Henderson and Springer do not vote or take part in discussion of this Item of Business.

Main Motion: Approve AM 20-59.

Moved by:	Perry Barr
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Michelle DeWitt, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 10.6. - AM 20-60: Authorize Administration To Distribute Funds To Bethel Community Services Foundation To Support The Outstanding Funding Requests Of The Round Two Business Recovery Grant Program, The Individual Assistance Program And The Non-Profit Grant Program, Contingent On The December 30, 2020 Expiration Of The CARES Act Grant Not Being Extended (Interim City Manager Williams)

Mayor DeWitt declared a Conflict of Interest due to BCSF having substantial financial gain.

Main Motion: Council Member DeWitt has a Conflict of Interest.

Moved by:	Haley Hanson
Seconded by:	Mark Springer
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Mayor DeWitt did not vote or take part in discussion on this Item. Vice-Mayor Hanson presided over the meeting.

Main Motion: Approve AM 20-60.

Moved by:	Alyssa Leary
Seconded by:	Haley Hanson
In favor:	Perry Barr, Haley Hanson, Alyssa Leary, Mark Springer, Rose Henderson, Conrad McCormick
Opposed:	None
Results:	Motion Carries

Item 10.7. - *IM 20-20: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget From July 1, 2020 To November 30, 2020 – Utilities Maintenance – Water & Wastewater Activity Report (Interim City Manager Williams)

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 DeWitt- Reminded the public that the front-line health care workers should be acknowledged the week of December 27th, Thanked them for their service to our community and region.

Vice-Mayor Hanson- No comment.

Council Member Barr- It is starting to get cold and people are starting to drive on the river; last reported, it is not to safe to do so.

Council Member Leary- No comment.

Council Member Springer- Complemented the other council members in the civil debate this evening. Bethel is one of the more effective places in the State at keeping the COVID-19 curve down. Keep the masks on and please don't party.

Council Member Henderson- Thanked the council members for the discussion on Ordinance 20-25. Encouraged the public to approach the members of the council with respect. We are in week two of the surrounding communities being locked down, still seeing people from nearby communities coming to Bethel to shop. We are still a COVID-19 hot spot if people do not take this seriously and stay home.

Council Member McCormick- Thanked the members of the public for reaching out to him about City issues and encouraged the members of the public to reach out to him. Encouraged people to follow the health guidelines provided by YKHC and other health personnel.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310(C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion; (3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential; (4) Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure.

Filling The Vacancy Of City Manager, Review Of Applications, Discussion Of Qualifications, And Interview Questions (Mayor Dewitt)

Main Motion: Move into Execution Session- In Accordance With AS 44.62.310(C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion; (3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential; (4) Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure. Filling The Vacancy Of City Manager, Review Of Applications, Discussion Of Qualifications, And Interview Questions. Those attending are Council, Sarah MacKee GOVHR Representative, City Attorney Bakalar, City Clerk

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

Council exits Executive Session

Motion to direct the City Clerk to work with GovHR to coordinate second interviews with the two final candidates.

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

14. ADJOURNMENT

Main Motion: Adjournment.

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

Meeting ended at 11:20 p.m.

____

Michelle DeWitt, Mayor

ATTEST:

____

Lori Strickler, City Clerk

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

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2021

Alex Wasierski
Commission Member
Term Expires 12/2021

Shadi Rabi
Commission Member
Term Expires 12/22

Scott Campbell
Commission Member
Term Expires 12/2020

Stanley Hoffman Jr
Alternate Member
Term Expires 12/2021

Haley Hanson
Council Representative
Term Expires 10/2020

Ted Meyer
Ex-Officio Member

Pauline Boratko
Recorder

We are now hosting our public meetings though Zoom.
To join the meeting, follow these instructions:

1. Go to the website: https://zoom.us/join
   User ID: 950 0250 0977 Passcode: 486478

OR

2. teleconference: **1-253-215-8782**
   User ID: 950 0250 0977 Participant ID: press # Passcode: 486478

AGENDA

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD – (5 Minute Limit): the public may call in, join via Zoom or send their written statement to planning@cityofbethel.net or by mailing to City of Bethel- Planning Dept Box 1388 Bethel, Alaska 99559. Anonymous letters will not be accepted. Please submit statements before 5pm on December 8, 2020

IV. APPROVAL OF THE AGENDA:
V. APPROVAL OF THE MINUTES:
   A. November 12, 2020-regular meeting.
VI. SPECIAL ORDER OF BUSINESS:

VII. NEW BUSINESS:
   A. PUBLIC HEARING—On July 13, 2020, the City of Bethel Planning Office received the Tanqik Subdivision Agreement for review and recommendation by the Planning Commission. The legal description: Tanqik Subdivision creating lots 1-10 Block 1, Tract A-1, A-2; a subdivision of Tract A, Tsikoyak Subdivision Plat #96-18 situated within Section 12, T. 8 N., R. 72W., Seward Merdian, Alaska contain 11.92 acres more or less.Land Owner: Walter Larson P.O. Box 132 Bethel, Alaska 99559 Applicant: Tumaq Enterprises, LLC; Box 2814 Bethel, Alaska 99559Purpose: Tanqik Subdivision Agreement review and recommendation by the Planning Commission (ACTION ITEM)
   B. Discussion regarding short term rentals in Residential Zone.

VIII. UNFINISHED BUSINESS:
IX. PLANNER'S REPORT:
X. COMMISSIONER'S COMMENTS:
XI. ADJOURNMENT:

Posted December 4, 2020 at City Hall, Post Office, Bethel Native Corp. and Swanson's Grocery Store Bulletin Boards

City of Bethel, Alaska
Public Safety & Transportation Commission

December 02, 2020 Regular Meeting Bethel, Alaska

I. CALL TO ORDER

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

This meeting was called to order at 6:33pm.

II. ROLL CALL

Present:
Nicholai Joekay *Chair*
Rose Henderson *Council Representative*
Theresa Quiner
Madelene Reichard
Melanie Fredericks
Douglas Boyer

Absent:
Mary Nanuwak
Azara Mohammadi
Daron Solesbee *Acting Fire Chief*

Ex-Officio Present:
Jesslyn McGowan *Recorder*
Richard Simmons *Police Chief*

III. PEOPLE TO BE HEARD

Nancy Elliott- Spoke as a concerned citizen and as a member of the Bethel Friends of Canines on the importance of needing an animal control officer in Bethel. Also spoke of all the complaints of loose dogs around in the community, the amount of dog bites, and things previous animal control officers did in the past.

IV. APPROVAL OF AGENDA

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

V. APPROVAL OF MINUTES

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

VI. NEW BUSINESS

A. Commissions Acceptance of Resignation and Declaring Seats Vacant per BMC Code 2.52.070

MOVED:	Reichard	Motion to accept vacancies and declaring seats vacant.
SECONDED:	Henderson	
VOTE ON MAIN MOTION	All in favor.	

B. Election of Vice Chair for Commission

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

C. Discussion for Animal Control Officer to Recommend to Council

Theresa Quiner, also Vice President of Bethel Friends of Canine, spoke about the constant complaints on Facebook and in the community about people not being able to walk their dogs because of aggressive lose dogs. The need for an Animal Control officer is high especially because of Police Department is so busy with other things to put a good focus on the animal problem. Also spoke about people talking about previously when there was an Animal Control Officer and how great it was. Told the members about grants that the Bethel Friends of Canine have and that would benefit people if they had more information regarding the grants.

MOVED:	Quiner	Motion to be brought to council for recommendation for an Animal Control Officer.
SECONDED:	Henderson	
VOTE ON MAIN MOTION	All in favor.	

VII. CHIEF's COMMENTS

Chief Simmons – See Report in Commission Packet

Chief Solesbee – See Report in Commission Packet

VIII. TRANSPORTATION INSPECTOR'S REPORT

See Report in Commission Packet

IX. COUNCIL REPRESENTATIVE's COMMENTS

Council Representative Rose Henderson wanted to extend an 'atta boy' to the Police Department. Everyone is very proud and understand the frustrations they have with the short staff. To not leave us, things will get better. Wished the community understood more that their plates are full, but some appreciation is better than none.

X. COMMISSION MEMBER’s COMMENTS

Madelene Reichard- No comment
Nicholai Joekay- Welcomed Doug to the commission. Spoke on Chief’s comment on losing officers to Sand point, been trying to think of ways that would help keep officers here.
Theresa Quiner- Welcomed Doug to the commission. Reviewed the city code on the PSTC commission does and would highly recommend other members do the same as it was very helpful.
Melanie Fredericks- No comment
Douglas Boyer- Thanks for the welcomes and really appreciates it. Talked about how he works at the school district and the experience he has had with the officers and previous officers who left to Sand Point at the school. Mentioned they had such a positive impact with the students and great interactions. Knowing that officers always followed through with things that happened at the school and really appreciated the professionalism. Thanked everyone again.

XI. ADJOURNMENT

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

Meeting adjourned at 7:23 pm.

APPROVED THIS _______ DAY OF______________________, 2020.

_________________________ _________________________

Jesslyn McGowan, Recorder Nicholai Joekay, Chair

City of Bethel

Committees and Commissions

Recommendation to City Council

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

Committee/Commission:	**Public Safety & Transportation Commission**	**Chairman:**	**Nicholai Joekay**
Date Submitted:	**12/02/2020**	**Council Rep:**	**Rose Henderson**

Issue: There are aggressive and loose dogs as well as neglected dogs all over Bethel. Along with constant complaints from community members about the issue of them.

Recommendation: To accept,

The Public Safety and Transportation Commission recommends to the council that they consider adding an Animal Control Officer position to the Bethel Police Department and providing them with all the equipment Required to complete animal control duties.

Other: Passed unanimously by the PSTC Commission on 12/02/2020

Received by: ______________________

Date: ______________________

Introduced by:	Mayor DeWitt
Introduction and Public Hearing Date	December 22, 2020
Action:	
Vote:	

CITY OF BETHEL, ALASKA

Emergency Ordinance #20-37

AN ORDINANCE BY THE BETHEL CITY COUNCIL EXTENDING THE DECLARATION OF EMERGENCY ISSUED THROUGH ORDINANCE #20-32, 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, through Ordinance #20-29 September 8, 2020 and through Ordinance 20-32 adopted on October 27, 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.

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, expiring February 20, 2021.

ENACTED THIS 22nd DAY OF DECEMBER 2020 BY A VOTE OF _ IN FAVOR AND __ OPPOSED.

____
Michelle DeWitt, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Mayor DeWitt
Public Hearing and Adoption Date: December 22, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

EMERGENCY ORDINANCE 20-38

AN ORDINANCE BY THE BETHEL CITY COUNCIL EXTENDING EMERGENCY ORDINANCE 20-34 and 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 which was extended on October 27, 2020 through Ordinance 20-34, 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 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

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, expiring February 20, 2021.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA THIS 22nd DAY OF DECEMBER 2020 BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

Introduced by: Mayor DeWitt
Public Hearing and Adoption Date: December 22, 2020
Action:
Vote:

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by:	Mayor DeWitt
Public Hearing and Adoption Date:	December 22, 2020
Action:	
Vote:	

CITY OF BETHEL, ALASKA

EMERGENCY ORDINANCE #20-39

AN ORDINANCE BY THE BETHEL CITY COUNCIL EXTENDING EMERGENCY ORDINANCE 20-36/20-33 "THE CITY OF BETHEL COVID-19 RULES AND PROCEDURES," WHICH ADOPT AND CLARIFY 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, which was extended by Ordinance 20-33 on October 27, 2020; and

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 is 37,342 with 149 deaths as of December 9; and

WHEREAS, according to data compiled by the State of Alaska, total cases of COVID-19 in the Bethel Census Area is 1,826 on December 9; 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 COVID-19 Outbreak Health Order No. 8 Intrastate Travel, as may be amended.

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 Order No. 8, 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 Order No. 8. 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 that term is defined in Public Order 6 and other State of Alaska COVID Health mandates, as applicable. All workers exempt from Rule 1 under this rule shall be required to provide a letter consistent with State of Alaska Covid-19 Health Order 6, Section VI, 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 immediately upon adoption by the City Council and shall remain in effect for a period of sixty (60) days, expiring February 20, 2021.

ENACTED THIS 22 DAY OF DECEMBER 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Michelle DeWitt, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Mayor DeWitt
Public Hearing and Adoption Date: December 22, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

EMERGENCY ORDINANCE #20-40

AN ORDINANCE BY THE BETHEL CITY COUNCIL EXEMPTING 13.04.290 OF THE BETHEL MUNICIPAL CODE TO PREVENT WATER SHUT OFF FOR NON-PAYMENT FOR AN ADDITIONAL 60 DAYS

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, 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 City of Bethel Utility Billing department has a number of residents that face water shut off because of delinquencies in payment, during this public health emergency it is imperative the City of Bethel continue to provide this necessary services to help prevent the spread of COVID-19; <u>and</u>

WHEREAS, the City of Bethel is not permitted to use CARES act funding to replace loss government revenues;

WHEREAS, the Bethel City Council Adopted Ordinance 20-28 on August 31, 2020 which provided the first exemption period for this shut off exemption;

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

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

Section 2. Bethel Municipal Code Chapter 13.04.290 will not be in effect and the City will not shut off water accounts due to lack of payment for the effective period of this ordinance.

Section 3. 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, expiring February 20, 2021.

ENACTED THIS 22 DAY OF DECEMBER 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Michelle DeWitt, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Interim City Manager Pete Williams
Introduction Date: December 22, 2020
Public Hearing Date: January 12, 2021
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 20-41

AN ORDINANCE OF THE BETHEL CITY COUNCIL DESIGNATING MUNICIPAL RESERVE PROPERTY, U.S. SURVEY 3230 A AND B, BLOCK 7, LOT 1 AND 2, AS PUBLIC UTILITY LAND LOCATION

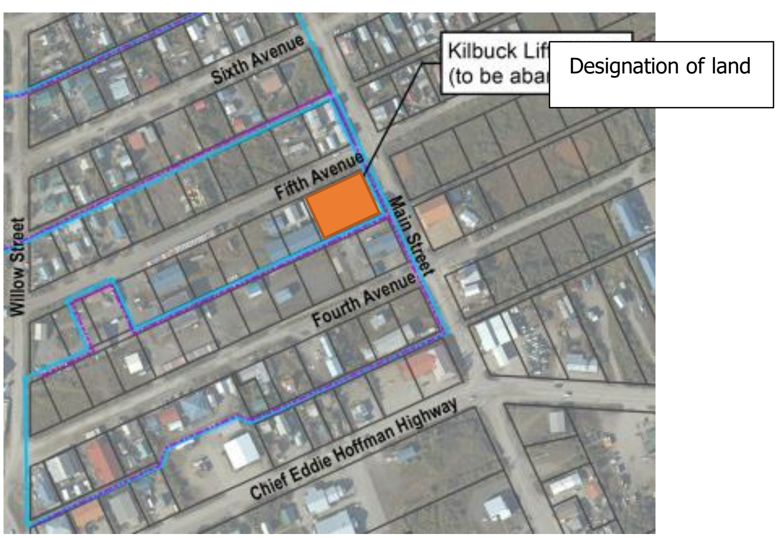
WHEREAS, the City of Bethel is expanding water and sewer lines from Bethel Heights Water Treatment Plant to users within the Avenues neighborhood;

WHEREAS, DOWL, the contracted engineering firm has identified two parcels of property that will be necessary in effective distribution of the utility to the area;

WHEREAS, U.S. Survey 3230 A and B, Block 7, Lot 1 and 2, Municipal Reserve, fall within the Public Land and Institutional District, are owned by the City of Bethel and are currently vacant;

WHEREAS, utility facilities such as water and sewer services fall within the permitted and principal uses and structures of the Public Land and Institutional District;

WHEREAS, to adequately plan for the construction phase of this project which is planned for April 2021, it is necessary for DOWL and the Public Works Department to have dedicated space for the construction of public utility system to reheat and pump glycol to the affected area;



Introduced by: Interim City Manager Pete Williams
Introduction Date: December 22, 2020
Public Hearing Date: January 12, 2021
Action:
Vote:

WHEREAS, this proposed dedication of Public Utility Land will be utilized to construct a permanent facility that will re-heat glycol to prevent the freezing of the Avenue's utility system;

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. Designation of Municipal Property. The Bethel City Council does hereby dedicated U.S. Survey 3230 A and B, Block 7, Lot 1 and 2, as Public Utility Land for use in the expansion of water and sewer utility services.

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

ENACTED THIS 12th DAY OF JANUARY 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Michelle DeWitt, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by:	Interim City Manager Williams
Introduction Date	December 22, 2020
Public Hearing Date:	January 12, 2021
Action:	
Vote:	

CITY OF BETHEL, ALASKA

Ordinance #20-42

AN ORDINANCE BY THE BETHEL CITY COUNCIL AUTHORIZING THE DISPOSAL OF PROPERTY BY DEMOLITION – LOG CABIN BUILDING, LOCATED AT 326 AKIACHAK AVENUE, PINKY'S PARK AND CLAIMING OWNERSHIP OF SUCH STRUCTURE THROUGH ADVERSE POSSESSION

WHEREAS, in accordance with Bethel Municipal Code 4.08.030 the City Council may, by ordinance dispose of City property no longer necessary for municipal purposes;

WHEREAS, the City of Bethel has a responsibility to ensure that the physical condition of properties within our community do not constitute a nuisance to other residents in the vicinity of the properties or passersby on the public right away;

WHEREAS, the City of Bethel owns the land located at 326 Akiachak Avenue, the legal description of the parcel of property is Plat #71-425 Tract A; situated on the parcel of property is a building commonly known as the Log Cabin;

Introduced by:	Interim City Manager Williams
Introduction Date	December 22, 2020
Public Hearing Date:	January 12, 2021
Action:	
Vote:	

WHEREAS, the “Log Cabin” was built prior to 1975 and is a “traditional log home” type structure approximately 1,500 square feet in size;

WHEREAS, the building has been relocated within Bethel multiple times and used for a variety of different purposes; most recently by the City of Bethel as rental space to small groups, meetings, clubs until it was condemned by the City due to serious structural and operational concerns preventing the structure to be safe for public use;

WHEREAS, the Log Cabin was condemned by City Administration and not used by staff or the public because of its extensive operational damage and is considered an attractive public nuisance;

WHEREAS, demolition of the structure will eliminate the public nuisance and harm to the surrounding nationhood, would remove an operational liability to the City, and provide additional open space for Pinky’s Park;

WHEREAS, the operational oversite and maintenance of the building has been held with the City for many years however, the City has no legal record of ownership of the structure;

WHEREAS, the overall building condition is poor and considered unsafe for occupancy, the age and condition of the materials used as structural support for the building are failing, the foundation is in poor condition, the water and sewer provisions for the structure have failed and the heating system is in need of extensive repairs;

WHEREAS, the exterior of the structure is also in very poor condition, the exterior facing logs have large ears of rot and has section of wood missing due to the rot;

WHEREAS, the City finds the building to be a nuisance property requiring costly repairs to a very old and inefficient building, the repairs needed to bring this very old structure up to operational condition are not economical for this old and inefficient building;

WHEREAS, in accordance with Alaska Statute 09.45.052, Adverse Possession, and in the absence of documented ownership rights, the City claims ownership and rights to the Log Cabin;

WHEREAS, as required by AS 09.45.052 the City has had and can demonstrate uninterrupted adverse notorious use and possession of the property for ten years or more which conclusively presumed to give title to the property;

WHEREAS, there is recent memory and documentation of the City's occupancy of the structure for office space, storage space, community rental opportunity for meetings, birthdays, holiday celebrations and maintenance responsibilities, the City has a number of historical references demonstrating by reference, the City's operational control of the building;

WHEREAS, there is reference to the log cabin in the City's 2011 Energy Audit, and in the 2011 Bethel Comprehensive Plan and in the Park Development Plan of 2012, the City of Bethel Energy Audit performed in 2011 on the building identified an upgrade was made to the facility in 1982;

WHEREAS, demonstration of use and possession is established through historical municipal records, including but not limited to:

City Council Meeting Minutes:
7-18-1966 [Authorizing] the City spend the necessary monies to construct a new log structure for the Foster Child Care Center at a total cost of $8,000 or $9000.
9-12-1966 The Foster Child Care building will be placed on the real property referenced in this ordinance.
5-6-1967 Appointed a committee[?] to make recommendations for use of Foster Care Home.
5-22-1967 Committee[?] decided the best use for Foster Care Home would be to move the current liquor store there.
9-15-1967 The City offers the Department of Education the use of the Log building formerly called the Foster Care Home, for use as an Adult Education Classroom Facility.
4-8-1968 That the City Council put out to bid, completion of the Log Building for a Community Meeting Place.
6-10-1968 Under the heading, Log building, Motion to permit ASCAP to use the former Foster Care Home excluding Alaska Legal Services.
12-15-69 Motion passes to carpet, paint ceiling, hook up water system and pump, and buy a vacuum cleaner for the "Log Bldg."
11-12-1979 Manager Hoffman stated that the Headstart program and other groups expressed interest in the present daycare center. The issue will be turned over to the parks and rec and social cultural committees for consideration and recommendation.
12-10-1979 M/M by Carpenter/2nd by Elliott that the Day Care Center be allocated as space for a Teen Center when it is vacated by B.S.S.

10-27-1980 Parks and Recreation committee makes recommendations concerning location of a new teen center, the daycare center being one option.
Manager Hoffman asserted that the log cabin being used for daycare had been already dedicated by council to be used as a teen center when vacant.
4-27-1981 Regular Meeting Minutes: Due to a land lease, the Bethel Day Care Center will need to be moved.

Parks and Recreation Committee Meeting Minutes:
8-9-1979 Would like to see the log cabin day care center turned over to the Parks and rec dept. for a multipurpose center
10-24-1979 Discussed present Day care center to be turned over to parks and rec dept when Bethel Social Services moves.
12-5-1979 Motion to turn the present Day Care center over to the parks dept for use as teen center when it is vacated. Motion to approach Bethel Social Services with regard to the red building attached to the Day care center, to keep it attached or donated to the City.
1-30-1980 Reported that at the 12-10-[1979] Regular City Council Meeting, the council approved turning over the present daycare facility to the Parks and rec dept.
4-16-1980 Committee had been making plans to convert the old daycare facility into a Teen Center after BSS gets funds for a new facility.
6-10-1980 Vicki Malone [Bethel Social Services], would like to address the committee regarding their plans for the building and discuss the lease on the red building that is presently connected to the existing Day Care center.

WHEREAS, AS 09.45.052, Adverse Possession provides:
(a) The uninterrupted adverse notorious possession of real property under color and claim of title for seven years or more, or the uninterrupted adverse notorious possession of real property for 10 years or more because of a good faith but mistaken belief that the real property lies within the boundaries of adjacent real property owned by the adverse claimant, is conclusively presumed to give title to the property except as against the state or the United States. For the purpose of this section, land that is in the trust established by the Alaska Mental Health Enabling Act of 1956, P.L. 84-830, 70 Stat. 709, is land owned by the state.
(b) Except for an easement created by Public Land Order 1613, adverse possession will lie against property that is held by a person who holds equitable title from the United States under paragraphs 7 and 8 of Public Land Order 1613 of the Secretary of the Interior (April 7, 1958).
(c) Notwithstanding AS 09.10.030, the uninterrupted adverse notorious use of real property by a public utility for utility purposes for a period of 10 years or more vests in that utility an easement in that property for that purpose.
(d) Notwithstanding AS 09.10.030, the uninterrupted adverse notorious use, including construction, management, operation, or maintenance, of private land for public transportation or public access purposes, including highways, streets, roads, or trails, by the public, the state, or a political subdivision of the state, for a period of 10 years or more, vests an appropriate interest in that land in the state or a political subdivision of the state. This subsection does not limit or expand the rights of a state or political

subdivision under adverse possession or prescription as the law existed on July 17, 2003.

WHEREAS, the City has clearly demonstrated uninterrupted possession of the Log Cabin for more than 10 years and therefore in accordance with AS 09-45.052 has right to ownership claim of the structure;

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

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030 (A) Property No Longer Necessary for Municipal Purposes the Council may by Ordinance disposal of municipal property by demolition.

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA THIS 12th DAY OF JANUARY 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Michelle DeWitt, Mayor

ATTEST:
____
Lori Strickler, City Clerk

Introduced by: Peter Williams, Acting City Manager
Introduction Date: December 22, 2020
Public Hearing Date: January 12, 2021
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 20-12 (f)

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.

WHEREAS, Public Works Department, Vehicles and Equipment Division is responsible for maintaining all of the City's fleet;

WHEREAS, the City previously relied on vendors in town to tow our vehicles to the City Shop resulting in extensive fees and/or vehicles sitting for periods of time due to location and weather;

WHEREAS, the Vehicles and Equipment line item 57-50-69x, "Rollback Tow Truck," was approved as a capital expenditure for $60,000, which accounts for the equipment and freight of the "slide back";

WHEREAS, Vehicles and Equipment plans to convert an "Out-of-Commission" sewer truck into a "slide back";

WHEREAS, Streets and Roads capital expenditure line item 10-66-69x Wheel Loader Engine was originally approved for $50,000 in budget modification 19-11(d) and will have $22,537.99 left over;

WHEREAS, it is requested that $9,000 be allocated to the Vehicles and Equipment Capital Expenditure, "Rollback Tow Truck," for the installment of the equipment;

F-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations

57-50-69x	Vehicles and Equipment Capital Expenditures - Rollback Tow Truck	60,000	9,000	69,000
10-66-69x	Streets and Roads Capital Expenditures – Wheel Loader Engine	50,000	(9,000)	41,000

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

ENACTED THIS 12TH DAY OF JANUARY 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Michelle DeWitt, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by:	Interim City Manager Peter A. Williams
Introduction Date:	December 22, 2020
Public Hearing Date:	January 12, 2021
Action:	
Vote:	

CITY OF BETHEL, ALASKA

Ordinance 20-12(g)

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.

WHEREAS, using CARES Act grant funds, the City of Bethel initiated the Airport COVID-19 Test Incentive Program on June 25, 2020;

WHEREAS, the program began by offering $25 restaurant and grocery store gift cards to Alaska Airlines passengers arriving in Bethel from Anchorage as an incentive to get a COVID-19 test on-site at the Alaska Airlines terminal parking lot;

WHEREAS, the program evolved from 3-4 City employees covering weekend flights to a pool of six City employees covering all flights in a week (12);

WHEREAS, the program evolved from the offer of a $25 gift card to a chance to win a $1,000 drawn weekly to the current practice of offering both incentives to all passengers arriving from Anchorage;

WHEREAS, City tracking reveals that on average 51% of arriving passengers agree to be tested at the Bethel Alaska Airlines terminal, agree to show they were tested within 72 hours of arrival, or agree to show an employer letter that they work in critical government/health field;

WHEREAS, the proposed cost to continue the Airport COVID-19 Test Incentive Program using three employees per flight to provide the incentives of a $25 restaurant/grocery store gift card and a chance to win a $1,000 is $36,484 for January 2021, $34,052 for February 2021, and $37,700 for March 2021 or $93,643 in total for the period January 13, 2021 to March 31, 2021;

WHEREAS, knowing CARES Act funding expires December 30, 2020 and that CARES Act funding saved the City over $2 million in FY 2021 police and fire department personnel costs, City Council has the option to approve this Budget Modification to continue the Airport COVID-19 Test Incentive Program from January 13, 2021 to March 31, 2021.

A-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-51-669	Increase Other Purchased Services	0	$93,643	$93,643
10-10100	Decrease Cash in Combined Fund	0	($93,643)	($93,643)

WHEREAS, the City Clerk is currently overseeing the food distribution program for those in quarantine due to COVID-19 at local hotels and YKHC facilities quarantine;

WHEREAS, the City uses CARES Act funds to pay local non-profit organizations and groups to deliver meals three times a day to all those in quarantine at a cost of $2,520 per week;

WHEREAS, with CARES Act funding expiring December 30, 2020 and no other funding source in-hand, this budget modification allows the City to fill a need spurred by COVID-19 and relieves YKHC of the burden;

WHEREAS, the cost of food distribution from December 31, 2020 to March 31, 2021 is $37,635, which includes a part-time coordinator working 15 hours per week for 13 weeks at $25/hr. and the cost of a non-profit group distributing food for 13 weeks at $2,520/wk.

B-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-51-669	Increase Other Purchased Services	0	$37,365	$37,365
10-10100	Cash in Combined Fund	0	($37,365)	($37,365)

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

ENACTED THIS 12TH DAY OF JANUARY 2021 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Michelle DeWitt, Mayor

ATTEST:

____
Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	20-61		
Date action introduced:	December 22, 2020	Introduced by:	Mayor DeWitt
Date action taken:		Approved	Denied
Confirmed by:			

Re-appointment of Committee and Commission Members for a term of three years. If approved for re-appointment, the new term will be from January 1, 2021to December 31, 2023.

Attachment(s): None Attachment(s): none

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

Public Works Committee Re-appointments

Ryan Butte has submitted an application for re-appointment to the Public Works Committee; term expiration is December 31, 2023.

Port Commission Re-appointments

Rich Pope has submitted an application for re-appointment to the Port Commission; term expiration is December 31, 2023.

Alan Murphy has submitted an application for re-appointment to the Port Commission; term expiration is December 31, 2023.

Community Action Grant Technical Review Board Re-appointments

Sean Grady Deaton has submitted an application for re-appointment to the Community Action Grant Technical Review Board; term expiration is December 31, 2023.

Lucinda Alexie has submitted an application for re-appointment to the Community Action Grant Technical Review Board; term expiration is December 31, 2023.

Finance Committee

David Trantham has submitted an application for re-appointment to the Finance Committee; term expiration is December 31, 2023.

Parks Recreation Aquatic Health And Safety Center Committee

Brian Lefferts has submitted an application for re-appointment to the Parks, Recreation, Aquatic, Health and Safety Center Committee; term expiration is December 31, 2023.

City of Bethel Action Memorandum

Action memorandum No.	20-62		
Date action introduced:	December 22, 2020	Introduced by:	Mayor DeWitt
Date action taken:		Approved	Denied
Confirmed by:			

Title: Approving the Regular City Council meeting dates for 2021.

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

Month	2nd Tuesday	4th Tuesday
January	12	26
February	9	23
March	9	23
April	13	27
May	11	25
June	8	22
July	13	27
August	10	24
September	14	28
October	12	26
November	9	23
December	14	28

In the past, Council has generally decided to cancel the first meeting in November due to the Alaska Municipal League Conference and the Second meeting in December due to the holiday season. The items that would fall on a cancelled date would automatically be postponed until the next regular meeting if the council chooses to amend this Calendar.

City of Bethel Action Memorandum

Action memorandum No.	20-63		
Date action introduced:	December 22, 2020	Introduced by:	Peter Williams Interim City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Approval of urgent contract amendments with Tec Pro, Ltd regarding the Lift Station Controls Improvement Project

Route to:	Department/Individual:	Initials:	Remarks:
	Administration/Peter Williams	PW	
	Carmen Jackson, CPA	CJ	

Attachment(s): (1) Contract Amendment Change Order #5 Proposal, (2) City's Engineering Contractor, DOWL, Fee Proposal for Planning and Engineering Services, (3) Contract Amendment Change Order #4

Amount of fiscal impact:		Account information:
	No fiscal impact at this time	
xx	Funds are budgeted for.	66-50-649
	Funds are not budgeted. Budget modification is required.	

Summary Statement:

City of Bethel finalized a contract with Tec Pro, Ltd on June 25, 2019 regarding the Lift Station Controls Improvement Project. Public Works is requesting a fifth (5th) amendment to the current project in its entirety. Considering the City made an emergency procurement of four (4) sewage grinder pumps with insulation to replace the current inoperable pumps, Public Works is requesting the utilize $213,249.63 of the CARES Act allocations due to the nature of the equipment use.
Upon approval of this action memorandum, the immediate proposed amendments are as follows:

- fabricate and install thee sets of motor starters and drives for the City-procured pumps,
- integrate the motor starters with the new control panel that is installed as part of change order 4,
- land the wires and integrate the pressure transducers/floats with the control panel,
- be present and on-site for pump station testing and commissioning,
- complete Engineer directed punch-list items and clean up the project site after the bypass is disconnected and the repaired lift station is running to the satisfaction of the City Public Works Director and the City's Engineer.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 5

Date of Issuance: 12/14/2020	Effective Date: 12/14/2020
Owner: City of Bethel	Owner's Contract No.:
Contractor: Tec Pro, Ltd	Contractor's Project No.:
Engineer: DOWL	Engineer's Project No.: 1529.50134.01
Project: Lift Station Controls Improvement Project	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: The City of Bethel has procured three replacement pumps (and one spare) for Main Lift Station. The replacement of these pumps and the associated parts replacement is an emergency. TecPro and associated subconsultants will install them along with the associated replacement rails, valves, and motor starters.

All work will be at the direction of engineered drawings.

Attachments: [List documents supporting change]
TecPro Bethel Lift Station Project-Main LS CO5 Pricing (4 Pages)

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 568,967.00	Original Contract Times: Substantial Completion: 9/30/2019 Ready for Final Payment: 12/31/2019 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 4: $1,206,767.06	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: ___ Ready for Final Payment: ___ days
Contract Price prior to this Change Order: $ 1,775,734.06	Contract Times prior to this Change Order: Substantial Completion: ___ Ready for Final Payment: ___ days or dates
Increase of this Change Order: $ 213,249.63	[Increase] [Decrease] of this Change Order: Substantial Completion: ___ Ready for Final Payment: ___ days or dates
Contract Price incorporating this Change Order: $ 1,988,983.69	Contract Times with all approved Change Orders: Substantial Completion: 04/30/2021 Ready for Final Payment: 05/31/2021 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature] PROJECT ENGINEER	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: PROJECT ENGINEER	Title	Title
Date: 12/14/2020	Date	Date

Approved by Funding Agency (if applicable)

By: ______________________ Date:

Bethel Lift Station Project - Main LS Pumps & Final CO5 Pricing

Item	Description	Quantity	Unit Cost	Sub Total
1				
2	**Bethel Main LS Pump Retrofit**			
3	TPL - Bethel Main LS Electrical	1	$33,517.00	$33,517.00
4	TPL - Bethel Main LS Bucket Retrofits	3	$7,687.00	$23,061.00
5	TPL - Bethel Main LS Instruments and Integration	1	$21,960.00	$21,960.00
6				===========
7				**$78,538.00**
8				
9	**Bethel Main LS Pump Retrofit Mechanical Work**			
10	Inlet - Work Per Attached Detail	1	$86,711.00	$86,711.00
11	TPL sub mark up (ANC OH = 15%, BET 7.5%, Profit 10%)	0.33	$28,614.63	$28,614.63
12				===========
13				**$115,325.63**
14				
15				
16	**Bethel Main LS Pump Retrofit Contingencies**			
17	Contingent funds for clean up and close out @ 10%	1	$19,386.00	$19,386.00
18				$0.00
19				===========
20				**$19,386.00**
21				
22				--------------
23			**Total Costs**	**$213,249.63**

FROM:
Inlet Mechanical Inc.
A WBE Business Enterprise

PO Box 240727
Anchorage, Alaska
99524-0727

Phone (907) 770-6144
Fax (907) 770-6470
Cell (907) 351-8952

BID SCOPE December 11, 2020 2:20 PM

To .... Wes Saunders
Company .... Tec-Pro
....
Fax number ..... Phone:

Reference .... Bethel Lift Stations Controls Project
.... **Bethel Main Lift Station Pump Replacement**
Subject .... Proposal ***# 19-370-5*** ***Proposal Date 12/11/2020***

Inlet Mechanical Inc., is pleased to forward this cost proposal for work as described below. Clarifications, Inclusions & Exclusions are as detailed below.

Scope of Work

- Demolish existing Main Lift Station Pump Guide Rails and Discharge Elbows at Main Lift Station.
- Install Owner provided Lift Station Pumps , Guide Rails , and Discharge Elbows at Main Lift Station.
- Inlet Mechanical to provide and install needed discharge piping from new discharge elbows to existing check valves at top side of wet well.
- City of Bethel to Provide Sewer Vac Truck and Water Truck as needed for wet well cleaning.

Proposal based on scope description email from Dowl engineering: Dated 12/10/2020

Inclusions:

- Labor and misc. Materials to complete install of owner supplied equipment & material
- Airfare, Travel

- Ground Transportation
- Housing & Meals
- Air Freight of Inlet provided materials to Bethel
- COVID19 Testing
- Assist with Lift Station Start Up
- Demo Existing Main Lift Station Pump Guide Rails and Discharge Elbows
- Lift Station Pumps, Guide Rails, Discharge Elbows provided by owner

Exclusions:

1. Cost of Bond, Builders Risk ins.
2. Engineering & design
3. Temporary utilities, heat & facilities.
4. All other work not listed
5. Dry Storage of materials as needed, Staging & laydown areas
6. Painting
7. Balancing
8. Cost of Water
9. Asbestos abatement, Hazardous materials.
10. Fire stopping
11. Fire Detection, fire protection & sprinkler systems.
12. Concrete core drilling, cutting and sawing
13. Concrete & housekeeping pads interior & exterior
14. Other utilities (water, electric, fuel)
15. Electrical, including all line voltage circuits & Heat trace
16. Mag starters, disconnects & VFD's
17. Control panels, wiring & devices
18. Owner supplied Equipment & material offloaded at site
19. Lift Station Pumps and accessories (provided by owner)
20. Sewer Vac Truck / Water Truck

PRICING

Bid Item	*Amount*
Main Lift Station Pump Replacement	**$ 86,711**

- This proposal valid for 30 days

Inlet Mechanical Inc. appreciates this opportunity to quote your firm.

Sincerely,
INLET MECHANICAL Inc.

Noah Velasquez

Noah Velasquez

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 4

Date of Issuance: 10/29/2020	Effective Date: October 29, 2020
Owner: City of Bethel	Owner's Contract No.:
Contractor: Tec Pro, Ltd	Contractor's Project No.:
Engineer: DOWL	Engineer's Project No.: 1529.50134.01
Project: Lift Station Controls Improvement Project	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Contractors fee to completed the work to purchase the necessary materials and install a temporary (semi-permanent) bypass around Main Lift Station. Change order also includes cost for new control panel for Main Lift Station which is compatible with future new pumps.

Attachments: [List documents supporting change]
TecPro Bethel Lift Station Project-Main LS CO4 Pricing (7 Pages)
Main Lift Station Bypass Plan (4 Pages)

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 568,967.00	Original Contract Times: Substantial Completion: 9/30/2019 Ready for Final Payment: 12/31/2019 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3: $717,509.80	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: ___ Ready for Final Payment: ___ days
Contract Price prior to this Change Order: $ 1,286,476.80	Contract Times prior to this Change Order: Substantial Completion: ___ Ready for Final Payment: ___ days or dates
Increase of this Change Order: $ 489,251.26	[Increase] [Decrease] of this Change Order: Substantial Completion: ___ Ready for Final Payment: ___ days or dates
Contract Price incorporating this Change Order: $ 1,775,728.06	Contract Times with all approved Change Orders: Substantial Completion: 12/31/2020 Ready for Final Payment: 1/31/2021 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: Peter A Williams	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: PROJECT ENGINEER	Title: Anderson City Mgr	Title
Date: 10/29/20	Date: 10-30-2020	Date

Approved by Funding Agency (if applicable)
By: [signature] Date:
Title:

Bethel Lift Station Project - Main LS CO4 Pricing

Item	Description	Quantity	Unit Cost	Sub Total
1				
2	**Bethel Main (3) Pump Bypass Controls**			
3	TPL - Bethel Main Temp Electrical	1	$41,795.00	$41,795.00
4	TPL - Bethel Main Temp CP	1	$25,941.40	$25,941.40
5				===========
6				**$67,736.40**
7				
8	**Bethel Main Replace Control Panel**			
9	TPL - Bethel Main Electrical	1	$18,577.00	$18,577.00
10	TPL - Bethel Main Control Panel	1	$52,382.15	$52,382.15
11	TPL - Bethel Main Program	1	$12,553.50	$12,553.50
12				===========
13				**$83,512.65**
14				
15	**Bethel Main Provide Mechanical Work for Bypass**			
16	Inlet - Work Per Attached Detail	1	$216,987.00	$216,987.00
17	TPL sub mark up (ANC OH = 15%, BET 7.5%, Profit 10%)	0.33	$71,605.71	$71,605.71
18				===========
19				**$288,592.71**
20				
21				
22	**Bethel Main Provide Linestop Work for Bypass**			
23	IFT - Work Per Attached Detail	1	$37,150.00	$37,150.00
24	TPL sub mark up (ANC OH = 15%, BET 7.5%, Profit 10%)	0.33	$12,259.50	$12,259.50
25				===========
26				**$49,409.50**
27				
28				---------------
29			**Total Costs**	**$489,251.26**
30				

INLET MECHANICAL

FROM: Inlet Mechanical Inc. **A WBE Business Enterprise**	PO Box 240727 Anchorage, Alaska 99524-0727	Phone (907) 770-6144 Fax (907) 770-6470 Cell (907) 351-8952

BID SCOPE October 28, 2020 4:12 PM

To .... Wes Suanders
Company .... Tec Pro
....
Fax number ..... Phone:

Reference .... Bethel Lift Station Controls Project.
.... Main Lift Station BY-PASS Pumping Change Order
Subject .... ***Proposal # 19-370 -3*** ***Proposal Date 10/28/2020***

Inlet Mechanical Inc., is pleased to forward this cost proposal for work as described below. Clarifications, Inclusions & Exclusions are as detailed below.

Scope of Work

- **Provide and Install Valves, Fittings, Tanks, Pumps, and Hoses to Construct a Lift Station Bypass for the Main Bethel Lift Station. Work to be done on 10" and 14" Arctic Pipe Forced Waste Inlet Piping to Main Lift Station.**
- **Bypass installation per DOWL BY-PASS Pumping Draft Plan Dated 10/16/2020. Plan Sheets Detail 1A,2A,3A.**
- **Start-Up and Testing of Bypass System.**
- **Initial 24 Hour Monitoring of Bypass Operation.**
- **Inspection of Pumps 1,2,3 Discharge Foot connection in Lift Station Sump.**
- **Clean, Flush, and Package Bypass Equipment for delivery to City of Bethel after Bypass Pumping is Complete.**
- **All LINE STOPPING Performed By Others**

Inclusions:

- ✓ Labor and Materials
- ✓ Airfare/Travel to Site
- ✓ Transportation on site
- ✓ Room and Board
- ✓ Freight to site
- ✓ COVID-19 Testing

Exclusions:

1. Cost of Bond, Builders Risk Ins.
2. Engineering & design
3. Temporary , heat & facilities.
4. Job office, phone, fax, copier, internet services
5. All other divisions & sections
6. Carpentry, framing, buckouts and backing
7. Cutting, patching & painting
8. Concrete core drilling, cutting, sawing and House Keeping Pads
9. Manholes and drywells
10. **Electrical, including all line voltage circuits & Heat trace**
11. **Mag starters, disconnects & VFD's**
12. Craning & hoisting, **Forklift & heavy equipment required.**
13. Equipment & material offloading
14. Dry Storage of materials as needed, Staging & laydown areas
15. Trash removal & disposal to Transfer station
16. Asbetos abatement, Hazardous materials.
17. Fire Detection, fire protection & sprinkler systems.
18. Controls
19. Balancing
20. Cost of Water
21. LINE STOPPING, HOT TAPPING
22. Leveling / Grading of Tank locations

PRICING

Bid Item	Amount
BY-PASS Install at Main Lift Station	$ 216,987

Please Note:

- Lead time for valves is 3-5 weeks to ship from Factory once ordered
- Power wiring and Controls for Pumps not Included

Sincerely,

INLET MECHANICAL Inc.

Noah Velasquez

Noah Velasquez

INTERNATIONAL FLOW TECHNOLOGIES, INC.
PO Box 520211 Big Lake, AK 99652
USA & CANADA 800-221-3332 • FAX 951-926-2334
Wasilla, AK · Mustang, OK · Houston, TX · Nashville, TN · Temecula, CA
Contractors License. # Virginia A-2705-139792 · Calif. A502406 · Nevada A0033534 · Arizona A087440 ·
Alaska - A110069 · Louisiana – Heavy 57589 · Florida CUC1225096
LINESTOP.COM

October 23, 20

Linestop® Proposal – Location #2

CUSTOMER NAME: TecPro Solutions
ATTN: Wesley Saunders
TELEPHONE #: 907-348-1800 / 907-250-2755 cell
EMAIL: wes@tecpro.com
LOCATION: Bethel Bypass, Bethel, AK

IFT is pleased to offer this proposal for your project.

Mobilization of (2) technicians to site and return.
Hotel – 3 nights
Air-Fare – (2) Fly to Bethel and return
Shipping of Machinery to site and return, Shipping of pipe fittings
Transportation to project that is accessible by road system from Bethel.
$10,900.00

Item 2 - Linestop® 14" HDPE – DR#11
1 – Day Onsite to meet with all parties and prepare for the project.
1 – 14" Linestop fitting (JCM 440) stainless body stainless bolts / Stainless Blind
1 – Installation of assembly
1 – Insertion of 14" linestop on sewage for **1 day** under 60 psi.
1 – Blow-down Fitting & Valve / equalization tap
1 – Removal of Linestop and leave knife gate valve and Blinds
$24,600.00

Item 1A – Knife gate
1 – 8" Pratt 304 Fig. 77 stainless Steel knife Gate with stainless studs and nuts
$1,650.00

$37,150.00 Total

*Minor leakage past Linestops can be anticipated, but a workable condition will be obtained.
*Any stand-by time not caused by IFT will be billed at $145/hr per technician for straight time + Perdiem.
*Price is based on line stop machines being onsite for up to one day (1 day)
After said time, please add $1925/day per machine for equipment rental and/or any stand-by hours for technicians.
* Line stopping on pipe systems under flow can present mechanical equipment problems in the field.

Linestop® • Valve Inserting • Pipefreeze® • SquareFlange™ Services
Linestop® is a registered Trademark and Servicemark of International Flow Technologies, Inc.

If flow is excessive, the flow may have to reduced for a short period of time while inserting the line stopping heads.

Duration & Delivery:
Please allow approximately **3 - 4 weeks** notice for delivery from receipt of mutually acceptable purchase order and/or contract; **subject to prior commitments.**

Customer to Provide:
* Confirmation of pipe OD, Pipe DR# temperature & pressure prior to ordering
* All excavation shoring, ladders and safe work site provision- provide necessary barricades as required for safety.
* Design thrust restrainers if necessary.
* Removal & reinstall pipe insulation and heat trace as required.
* Support as needed for fittings if required
* In order to provide these prices IFT requires use of (1) one of contractor's laborers will be needed at times to help our technician.
* Provide lifting machinery, for moving of materials & machinery, including operator(s)
* Maintain a "workable and dry environment" and security for our equipment
* Arrange and pay for all permits, licenses, and inspection fees.
* Make necessary trade and union arrangements. Our technicians are unaffiliated.
* All environmental protection and any safety requirements required by owner.
* 110 V power / Small air compressor for testing
* **Provide transportation of machinery from Airport to site and back**
* **Provide environmentally protected work area if required**
* Provide bypass materials, installation and removal if required.
* Equalized pressure on both sides of Linestop is required for proper removal
* Once new valves are installed by others IFT can use that to equalize against.

TERMS:
Net (30) thirty days **OAC**
No retainage – 1% interest per month will be assessed on invoices over (30) thirty days.
The above prices are based upon acceptance within **(60) days**.
IFT is non-signatory to union trades. Please make arrangements with unions to allow our work to be performed if necessary.
IFT does not include bonds in its bid
IFT does not sign contracts after work is complete

Prices are based on IFT standard insurance - any additional or modified insurance needs, OCIP requirements, 30 day notification of cancellation are priced per request.
****Price based on simple form contracts-** Additional Admin Fees will apply for additional paperwork processing

Thank you,

Jeff Maichel
President

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted.

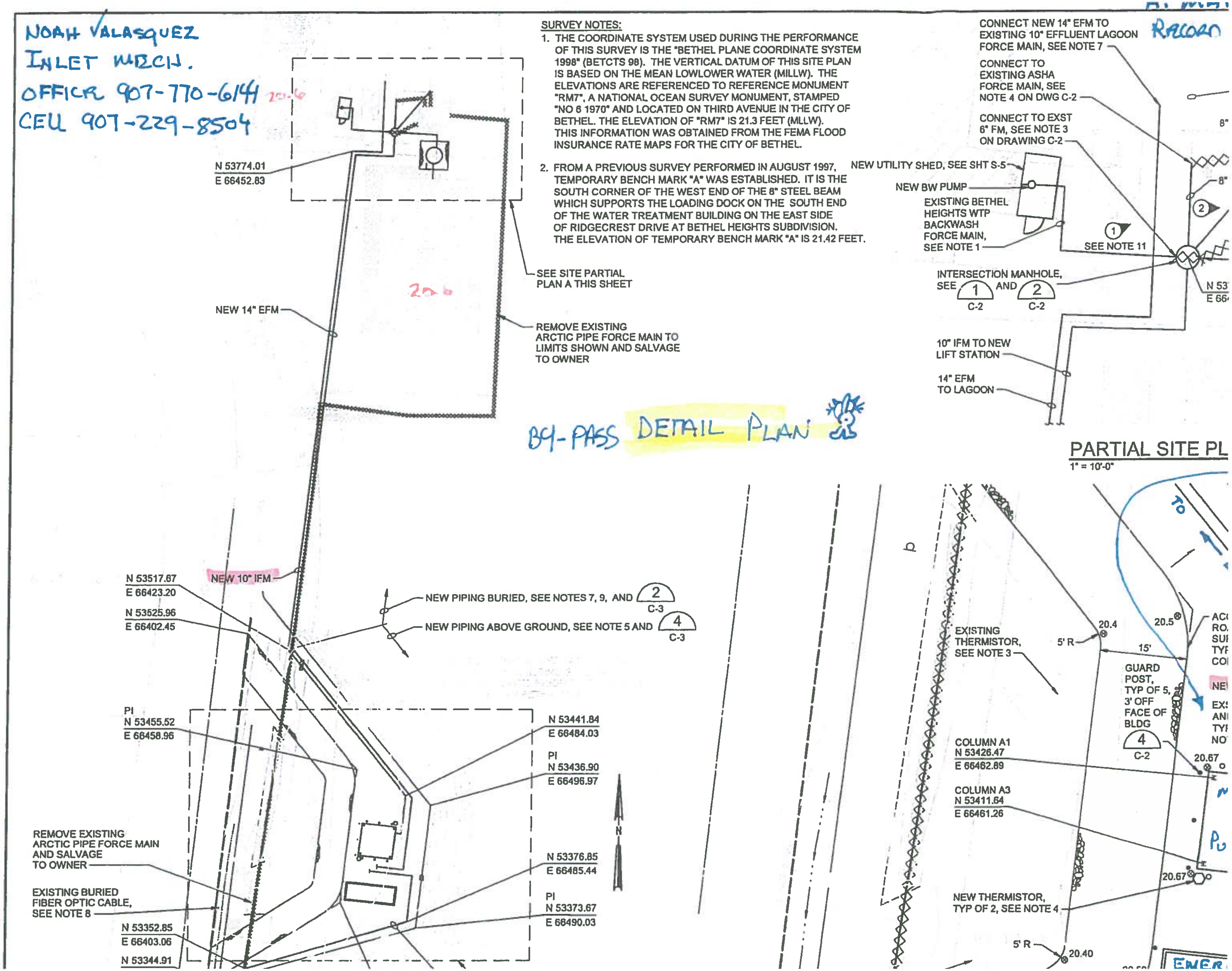
Printed Name/Title:
PO#

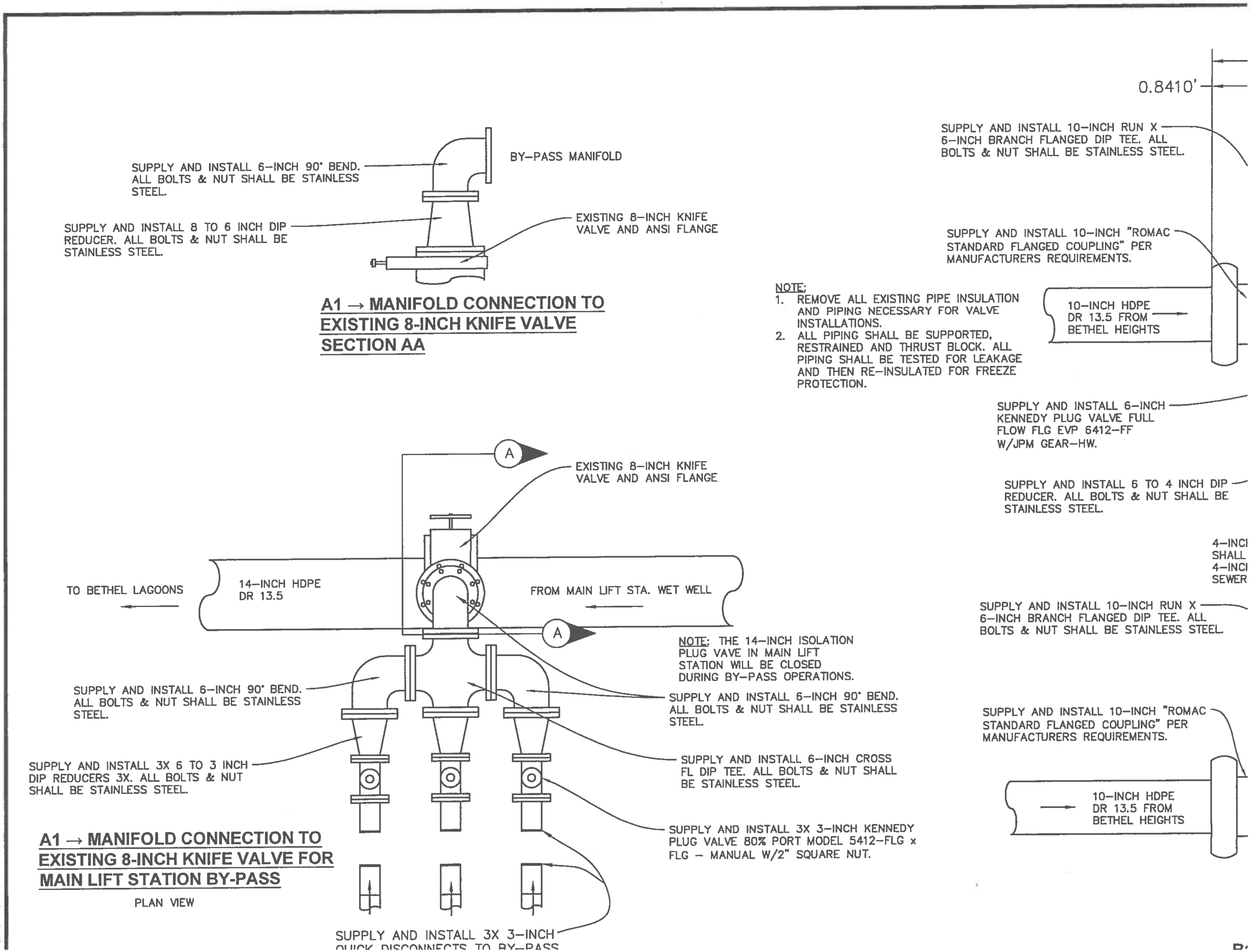
BY____ DATE __________________
Authorized Representative

Prevailing Wage Project? Y_X__ No___
If yes, p

SURVEY NOTES:

1. THE COORDINATE SYSTEM USED DURING THE PERFORMANCE OF THIS SURVEY IS THE "BETHEL PLANE COORDINATE SYSTEM 1998" (BETCTS 98). THE VERTICAL DATUM OF THIS SITE PLAN IS BASED ON THE MEAN LOWLOWER WATER (MLLW). THE ELEVATIONS ARE REFERENCED TO REFERENCE MONUMENT "RM7", A NATIONAL OCEAN SURVEY MONUMENT, STAMPED "NO 6 1970" AND LOCATED ON THIRD AVENUE IN THE CITY OF BETHEL. THE ELEVATION OF "RM7" IS 21.3 FEET (MLLW). THIS INFORMATION WAS OBTAINED FROM THE FEMA FLOOD INSURANCE RATE MAPS FOR THE CITY OF BETHEL.
2. FROM A PREVIOUS SURVEY PERFORMED IN AUGUST 1997, TEMPORARY BENCH MARK "A" WAS ESTABLISHED. IT IS THE SOUTH CORNER OF THE WEST END OF THE 8" STEEL BEAM WHICH SUPPORTS THE LOADING DOCK ON THE SOUTH END OF THE WATER TREATMENT BUILDING ON THE EAST SIDE OF RIDGECREST DRIVE AT BETHEL HEIGHTS SUBDIVISION. THE ELEVATION OF TEMPORARY BENCH MARK "A" IS 21.42 FEET.

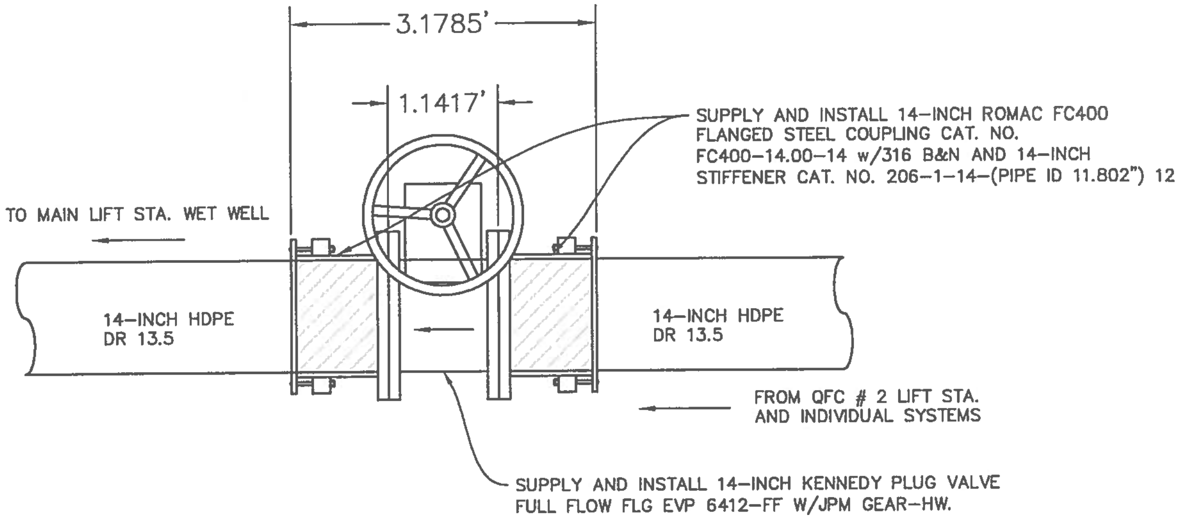




VED DATE 2020-10-21 14:10 USER: amattie

C1 → 14-INCH PLUG VALVE INSTALLATION

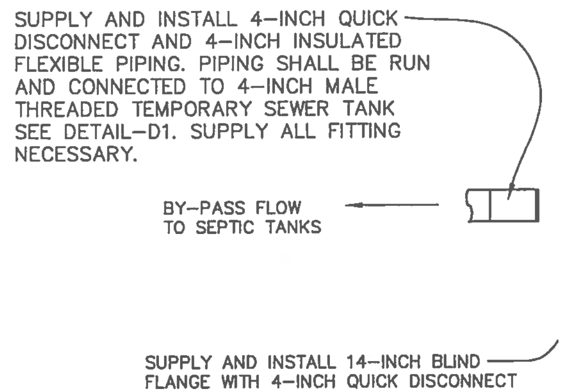
SECTION VIEW



NOTE:

1. REMOVE ALL EXISTING PIPE INSULATION AND PIPING NECESSARY FOR VALVE INSTALLATIONS.
2. ALL PIPING SHALL BE SUPPORTED, RESTRAINED AND THRUST BLOCK. ALL PIPING SHALL BE TESTED FOR LEAKAGE AND THEN RE-INSULATED FOR FREEZE PROTECTION.

E1 → 14-I
AT EXIST
LIFT STA



<u>14-INCH KENNEDY PLUG VALVE FULL FLOW FLG EVP 6412-FF W/JPM GEAR-HW.</u>
<u>WORK TO BE COMPLETED DURING 14-INCH FM LINE PLUG:</u>

1. MAIN LIFT STATION FORCE MAIN 14-INCH TO BE LINE-STOPED BY OTHERS, COORDINATE OPERATION FOR INSTALLING NEW PLUG VALVE AT LOCATION SHOWN ON AS-BUILT SHEET C-1 ATTACHED.
2. CONTRACTOR TO SUPPLY AND INSTALL SUPPORT AND RESTRAINT FOR 14-INCH PLUG VALVE.
3. CONTRACTOR TO SET UP SUBMERSIBLE PUMPING SYSTEM AND BY-PASS MAIN LIFT STATION WET WELL BY-PASS SYSTEM SHOWN ON DETAIL C1. ALL TEMPORARY SEWER PUMPING OPERATIONS WHILE THE NEW PLUG VALVE SHALL BE COORDINATED WITH THE CITY OF BETHEL. A DOWL REPRESENTATIVE WILL BE ON SITE 1 DAY PRIOR TO VALVE INSTALLATION AND BY-PASS PUMPING OPERATIONS FOR A "DRY RUN" WALK THROUGH AND EQUIPMENT CHECK WITH ALL PARTIES.
4. SUPPLY AND INSTALL NEW 14-INCH KENNEDY PLUG VALVE FULL FLOW FLG EVP 6412-FF W/JPM GEAR-HW AND ROMAC FC400 FLANGED STEEL COUPLING CAT. NO. FC400-14.00-14 w/316 B&N AND 14-INCH STIFFENER CAT. NO. 206-1-14-(PIPE ID 11.802") 12.
5. VALVE CUT-IN AND INSTALLATION SHALL BE COMPLETED DURING A LINE-STOP OPERATION COORDINATING WITH THE CITY OF BETHEL AND INTERNATIONAL FLOW TECHNOLOGIES. TIMING WILL BE AFTER 10:00 PM UNTIL COMPLETION.
6. CITY OF BETHEL TO PROVIDE VACTOR TRUCKS AND PERSONNEL FOR LINE-STOP OPERATIONS.

SAVED DATE 2020-10-16 08:39 USER: amattie

D1 → BY-PASS SEPTIC TANKS DETAIL

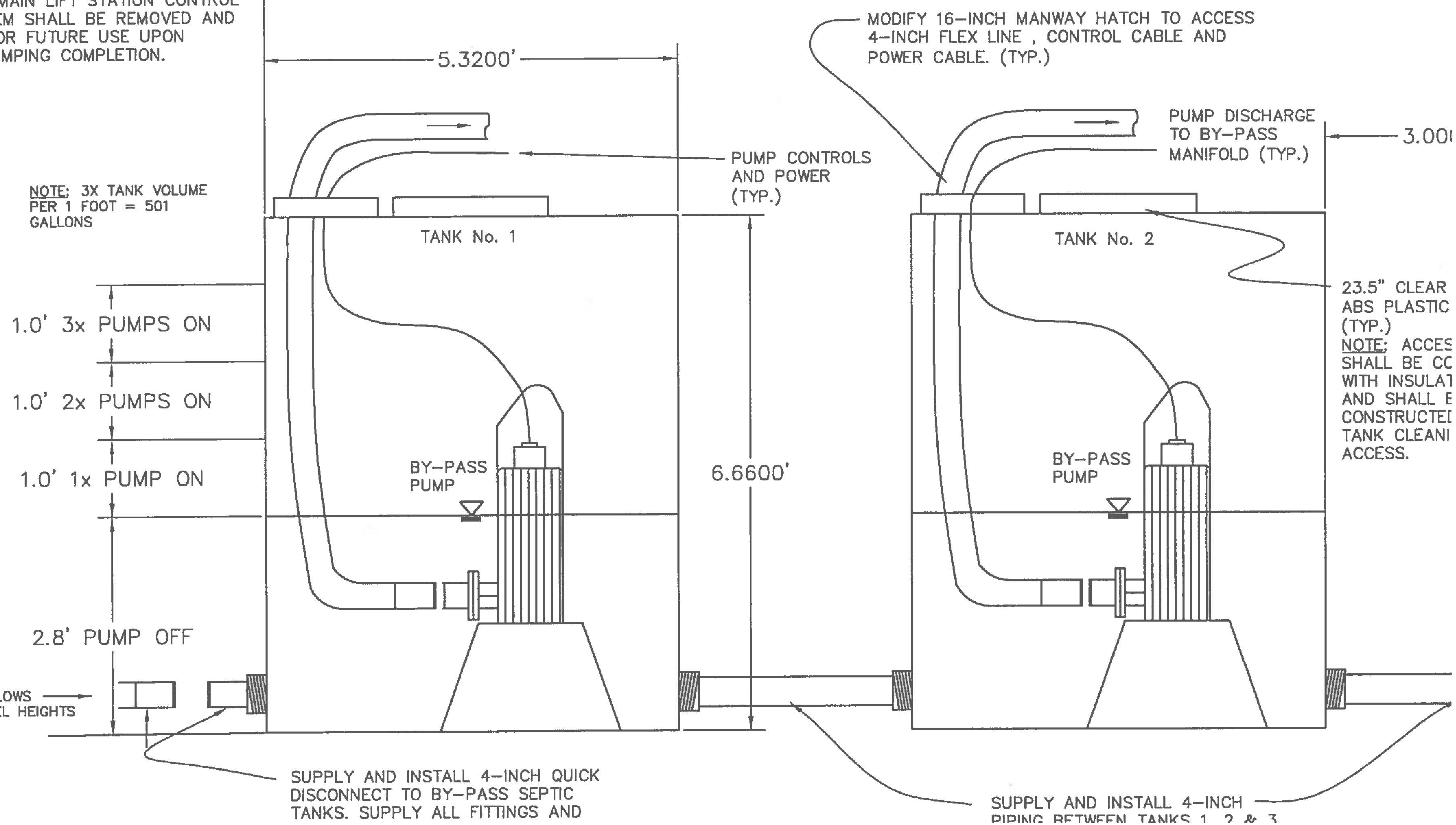
SECTION VIEW

21.9600'

SUPPLY AND INSTALL 3X 1,000 GALLON HDPE SEPTIC TANK BY GREER TANK

1. HDPE TANK 64"x 80" WITH 4" BULKHEAD FITTINGS / 2 FITTINGS EACH 180° APART LOCATED AT TANK BOTTOM.
2. TANK SHALL HAVE A 23.5" CLEAR OPENING (ABS PLASTIC RING) INSTAL AT THE TOP CENTER OF TANK.
3. INSTALL 60 LF HEAT TRACE AND 50 LF OF ¾" PEX TUBING INSTALLED A THREE "WRAPS" AROUND EACH TANK. THE PEX TUBING ALLOWS FOR FO REMOVAL OF HEAT TAPE IF ANY ISSUES ARISE. EACH HEAT TAPE SHALL HAVE CORD WHIP FOR CONTRACTOR TO INSTALL 115 v MALE PLUG ONSI
4. INSULATION: TANK ASSEMBLY SHALL HAVE 3" OF URETHANE FOAM COA WITH BLACK POLY SHIELD EXTERIOR FOAM COATING.

CONTROL NOTE: INSTALL TEMPORARY CONTROL SYSTEM FOR BY-PASS PUMPING IN EXISTING MAIN LIFT STATION CONTROL ROOM. SYSTEM SHALL BE REMOVED AND SALVAGED FOR FUTURE USE UPON BY-PASS PUMPING COMPLETION.



City of Bethel Action Memorandum

Action memorandum No.	20-64		
Date action introduced:	December 22, 2020	Introduced by:	Peter Williams, Interim City
Date action taken:		Approved	Denied
Confirmed by:			

Action Title:
Authorizing Administration to negotiate and execute a contract with Questca to purchase budgeting performance software
Authorizing Administration to utilize CARES Act Funding for the first year of the Contract and to bypass the Request for Proposal requirements in conjunction with the response to the ongoing emergency.

Route to:	Department/Individual:	Initials:	Remarks:
	Interim City Manager Williams		
	Libby Bakalar, Legal		
	Carmen Jackson, Finance Contractor		

Amount of fiscal impact:		Account information:
	Funds are budgeted for FY20	50-66
This is a 7 year, multi-year contract approval, the Council will be authorizing the use of the funds from CARES Act if FY 20 but will be agreeing to using general funds for all additional years of the contract term.		

Summary of Need
The City of Bethel Administration wishes to improve the effectiveness of the budget development, adoption and presentation processes by contracting with Questica to create a cloud-based budget solution.

The City of Bethel operating and capital budgets development require multiple steps throughout the organization. The Finance department currently uses a 90+ Microsoft Excel worksheet in their budget development process, manually entering each of the cells. The file used in the creation of the budget has been used and manipulated over the years and now presents inaccuracies in the budget presentation caused by hidden cells, broken links and incorrect formulas. This manual entry process of the budget from start to finish is a cumbersome, inefficient, erroneous, and now an archaic way of creating and managing budget documents, reports and presentations.

The solution available through Quetica would allow internet based collaboration on the budget with permissions set by Finance for accessibility and review approvals. The budget presented by Administration to Council would be through the same cloud-based system with the ongoing amendment to the budget during their review reflect real time changes as opposed to follow-up paper printouts to the budget document. Additionally, if the amendments made to the budget affected other areas of the budget, the solution would integrate those changes throughout the entire document, eliminating missed cell corrections and resulting in a more accurate budget.

This cloud-based solution would also provide a compressive easy to understand display of the budget and reports for staff, the council, committee/commissions and the public. With integrated graphs and comparables available through dashboards (staff and Council) and online through the city's website the City's financial picture will be more easily understood resulting in better oversite of the City's finances.

Summary of COVID-19 Impact

The impacts of COVID-19 and the ongoing risk of person to person contact, make the normal budget development, review, and implementation process difficult. Staff members are no longer safe collaborating in person. The council members and committee and commissions are no longer holding in person meetings. It is necessary to find a solution to provide timely access to information without the need for complicated paper budgets, with the corresponding multitude of amendments, to help protect the continued well being of our staff and our local government volunteers.

The upgrades to the existing budget development, review and modification process is a necessary expenditure as it will provide collaborators the ability to work through the budgeting process from anywhere.

Summary of Evaluation

The City Clerk's Office evaluated OpenGov, ClearGov and Questica, three similar companies that provide cloud-based budgeting solutions. In the evaluating of these tools, the City Clerk's Office with summary evaluation by Administration, found that Questica's budgeting and performance platform presented the best solution at the most competitive price point for the City of Bethel.

Following the approval of the contract the City will initiate the setup of the interface with Questica, getting our budget descriptions and line items to them so they can develop our dashboard. After about thirteen weeks of development, Administration will be able to begin using the system to develop our FY22 budget. Following the creation of the dashboard, the Finance Director would be able to open access to departments allowing direct input of draft budget numbers. These inputs will have an automated review process prior to being finalized and ready for distribution to Council. We are hopeful this process will be ready for implementation around the first of April.

City Administration recommends a seven-year with Questica, the solutions included in the agreement with quick links to the solutions webpage:
Budget Book
Open Book
Performance
Budget

The solutions provide the following features:

- Dashboards for quick reference of reporting information.
- Operational and capital budget development.
- Mulit-year budgeting and reporting
- Staff Planning/scheduling
- Position, salary and benefit planning
- Workflow approvals
- Departmental transfer/allocation management
- Project explore for capital budgets
- Performance amendment
- Reporting and auditing
- Statistical ledger
- Financial statements module
- Alerts/reminders for measure due dates
- Advanced Search features
- Data sharing through all social channels
- Date display with interactive charts, tables, bars and graphs not just in platform but on City's website.

Cost Evaluation of Vendors

Questica: Founded 1998, working with Municipality of Anchorage

	7 year	5 year	
Y1	9,500	19,250	Y1 normal rate (19,500 AR+9,500 Setup)
Y2	19,500	19,500	
Y3	19,500	19,500	
Y4	20,085	20,085	3% increase after 3rd year
Y5	20,085	20,085	
Y6	20,085	T 98,420 (19,684 PY)	
Y7	20,085		
T	128,840 (18,405 PY)		

OpenGov: Founded 2012 Y1 23,692 AR + $50,000 Setup Y2 23,692 Y3 23,692 Y4 23,692 Y5 23,692 Y6 23,692 Y7 23,692 T 215,844	OpenGov's solutions was very similar to Questica however evaluating their similarities and comparing their costs, Questica is determined to be the better solution for the City.
ClearGov: Founded 2015, working with the Municipality of Nome Y1 14,587.50 Y2 19,450 Y3 19,450 Y4 19,450 Y5 19,450 T 92,387.50	ClearGov is the least expensive of the options; however, their system does not directly integrate with our Caselle system which means that updates to the date would have to be through document transfer from us to them, therefore preventing the "near to real time responses" in our budget data. The other two companies will link their cloud-based system directly with Caselle; they each have a number of clients that also work with the Caselle.

Exemption from standard procurement requirements in response to an ongoing emergency. Bethel Municipal Code Chapter 4.20.190 A.1. states, the source selection for general equipment material and supplies, the procurement of any single item or purchase order transition expected to cost twenty thousand dollars or more shall be required to follow the competitive bid process. The agreement with Questica is below the threshold of this amount for the first three years and exceeds the amount by $85 for the remaining four years. In accordance with subsection A.2. of this chapter, the City has obtained three formal quotes from three vendors providing similar products.

In accordance with BMC 4.20.150, Waiver of Formal Bidding Process, the City Manager may waive formal bidding processes when there is not sufficient time to comply with the formal bidding procedures if the City's best interest will be serviced by such action. The solution setup is expected to take 14 weeks, which is just before the budget submission deadline to the Council, April 1. If we follow the procurement requirements, we can expect to add at least two months on to the timeline. The City has no idea how long we will be facing limitations from COVID-19. With the accessibility of our use of CARES Act funding expiring on December 30, it is necessary to act now to authorize the expenditure.

QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made December 23, 2020 (the "**Effective Date**") by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware ("**Questica**") and CITY OF BETHEL, AK, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

"Services" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

"User Guide" means the on-line users guide for the Services, made available on-line.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us", "Our", "**Questica Inc.", "Questica LTD."** or "**Questica**" means the company or entity providing the Services in the Agreement

"You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 **Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 **Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 **Implementation Services**. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

1) completion of the services described in the SOW

2) 12 months from the effective date of the relevant Order Form.

2.6 **Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 **Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 **Our Protection of Your Data**. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

4.2 **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)

4.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.

4.5 **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

4.7 **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4 **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5 **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 **Definition of Confidential Information.** As used herein, **"Confidential Information"** means all confidential information disclosed by a party ("**Disclosing Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 **Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 **Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate , without breaching Our warranties under "Our Warranties" above, (II) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You**. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy**. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 7 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 7-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.6 **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii)the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2 **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	**Questica Management Level**	**Subscriber Management Level**	**Period of Resolution Efforts**
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4 **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right**.**

12.6 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.10 **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

12.11 **Authorized reseller status; Option to purchase affiliate products**. Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.

12.12 **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF BETHEL, AK

Per: ______________________

Name: Peter A. Williams

Title: Interim City Manager

Date: ______________________

I have authority to bind the organization

QUESTICA LTD.

Per: ______________________

Name: Wes Van de Polder

Title: Sales Director, Local Government

Date: ______________________

I have authority to bind the organization

APPENDIX A – Order Form

Questica Budget 7 Year Subscription Promotion Price Quote – Brilliant Bundle (SaaS)

Quotation ID#: City of Bethel, AK – 12152020V2

Description	Qty	Total
Questica Budget Framework – All Modules	Included	
Operating Licenses	20	
Personnel Planning and Budgeting Licenses	5	
Capital Licenses	15	
Unlimited Read Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Questica Annual Software Subscription (including maintenance, support, and hosting)	~~$19,500.00~~	**$0.00**
Professional Services (Per Statement of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services (one-time fee)	**$9,500.00**	**$ 9,500.00**
Grand Total Year 1 Only	~~$29,000.00~~	**$9,500.00**

Pricing Notes

Quotation ID#: City of Bethel, AK – 12152020V2

Pricing valid through: **December 23rd, 2020**

- Questica annual subscription fee is $19,500.00 per year (based on 7 - year subscription)
- Questica annual subscription fee is $0.00 in year one (100% off)
- Questica has agreed to secure the proposed annual costs for 3 years from the contract effective date and will apply a 3% inflationary increase beginning in year 4
- Pricing is not applicable in response to RFP Process
- Above pricing in USD
- Applicable Taxes Extra

- **Terms of Payment**:
  - Software Subscription (including annual maintenance, support, and hosting services):
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
  - Professional Services:
    - Due 100% upon Contract Effective Date (Net 30)

APPENDIX B – Hosting, Maintenance and Technical Support Services

(A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

I. Testing customizations during an upgrade
II. Restoring a database backup required because of a Subscriber error
III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

(B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
II. New applications
III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

I. Custom programming services;
II. On-site support;
III. Subscriber developed interfaces, API interactions, or customizations;
IV. Subscriber developed reports;
V. End-User training or re-training;
VI. Subscriber hardware or network issues;
VII. Correction of data issues derived from user error or Software misuse;

VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;

IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

Scope of Work

Questica Budget Implementation for City of Bethel, AK

System Hosting

Server

Production & Test Instances of Questica Budget

Questica will install a production instance of Questica Budget in a cloud hosted environment, as per the signed hosting agreement. The implementation will be carried out directly on the "production" system.

A second system, for testing, will be created by copying the production system on request. Questica will service a reasonable number of such copies, at the discretion of the Questica project manager. Questica reserves the right to delete test systems left unused for an extended period of time. In such a case, The Customer may have a test system reinstated when needed, by requesting a copy of the current production system.

Production Instance of OpenBook

Questica will install a single instance of OpenBook in a cloud hosted environment.

Client Software

The Customer will provide user workstation environments as follows:

- Supported web browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release.
- Microsoft .NET Framework 4.6.
- Microsoft Excel® 2007 or newer (required for data export/import).
- Report Builder 3.0 downloaded and installed without charge from Microsoft's web site for self-serve ("ad hoc") reporting.

Project Management & Analysis

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Questica Project Lead

Questica will assign a lead analyst/project manager, hereafter referred to as the "PM", to lead the implementation on Questica's behalf. The PM will carry out most project management, analysis, and configuration activities. They will engage other Questica staff to fulfill deliverables according need.

All work with the Questica PM will be carried out "off-site" and contact will be via email, telephone, video conference, and remote desktop sharing. A SharePoint repository will be provided by Questica for housing project documentation and exchanging data load spreadsheets.

The project management responsibilities of Questica's PM are as follows:

a) Coordinate the development of the project timeline with The Customer's project manager.
b) Ensure the timely execution of Questica's deliverables.

c) Ensure that members of The Customer team are sufficiently educated in the Questica Budget application to understand the implications of design decisions.
d) Advise The Customer of expected completion dates for “Customer task” identified within this SoW.
e) Advise The Customer of the impact if any Questica or Customer deliverable is advanced or delayed.
f) Track and communicate issues though an “issue log”.
g) Author, and coordinate the approval of, change orders.

The Customer’s Project Lead

The Customer will assign a resource as their project lead. This person may be a project manager or senior member of the budget office/financial team. The role and responsibilities of this resource are as follows:

a) Act as primary communication point with the Questica PM.
b) Provide definitive responses to the Questica PM on all decision points.
c) Ensure the timely execution of The Customer’s deliverables, as identified within this SoW.
d) Advise the Questica PM of expected completion dates for these tasks.
e) Ensure that implementation training material is reviewed in a timely manner.
f) Ensure that all Customer team members have a clear understanding of their roles and responsibilities in the implementation.
g) Ensure that all Customer team has sufficient understanding of the product and the implementation to make their decisions and complete their deliverables.
h) Approve (sign-off) on Questica deliverables.
i) Certify that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy.

Data Loading

The Customer is encouraged to load the data, under the guidance of the Questica PM and supporting implementation material. This approach is the best means to full understanding in the shortest possible time.

Where the Questica PM needs to load data on The Customer’s behalf (where noted in the *Scope of Implementation Services* below), the data must be provided to Questica in Excel workbooks; and must be “clean”, consistent, and complete. The Questica PM is not responsible for cleaning data, will not load data “piecemeal”, and will not repeatedly load data in order to repair issues and/or add missing information. Further data loads/reloads can be performed by The Customer using the software’s user interface.

Integrations

Integrations are the automation of data exchange between Questica and 3rd party systems. This will use files transferred to/from an SFTP or FTPS server provided by Questica, except where alternatives are explicitly noted as options in the *Scope of Implementation Services* below.

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system’s integrator. Alternatively, manual exports and imports are a practical way to transfer data.

Scope of Implementation Services

Limitation of Obligation

The services described in this section must be delivered within 13 weeks contiguous of the initial contract date and will be deemed delivered in full thereafter, with no further obligation by Questica to deliver such services.

Questica Budget Configuration & Shared Components

Function, Feature, or Service	Description	Scope
Initial Data Load of Chart of Account Data	Configuration and data import of the following Questica standard data structures: • Division/Department hierarchy. • Fund Categories and Funds. • Account Categories and Expense and Revenue GL Accounts. • Other COA dimensions. Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.	In scope: All reasonable data required to support a chart of accounts, roll-ups, additional chart categorizations, budgets, and actuals.
Budget Process Configuration	Define and configure the statuses, stages, snapshots, additional fields, forms, grids, and change request types required to support all fundamental budgeting processes. The implementation assumes centralized budgeting and a standard budget development process along the lines of base budget, to department request, through budget office review, and council/board approval. *The Customer is able to increase the complexity of the budget process beyond this simple model, using the software's user interface, following training.*	In scope: Questica and The Customer will work cooperatively to define and configure all fundamental budgeting processes.
Application Level Security	Configuration of user accounts and role-based security, modelling a standard "pipeline" budget development and management process. *The Customer is able to increase the complexity of security beyond this simple model using the software's user interface following training.*	In scope: It is important that The Customer understands the security configuration. Questica's PM will provide advice, instruction, discuss configuration strategies, and create "template" security roles.
Project Management, Configuration & Analysis	The fixed price cost includes overhead of project management and analysis by the PM during implementation. *Should implementation project management and consulting be required beyond the scoped period, additional time may be purchased at Questica's standard services rate.*	In scope: Service provided until all other services are delivered or 13 weeks contiguous from project kick-off, whichever occurs first.

Operating Module

The Operating module is In scope.

Function, Feature, or Service	Description	Scope

<table>
<tr><td colspan="3">Configuration & Initial Data Load

Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.</td></tr>
<tr><td>Import Costing Centers</td><td>Configuration and data import of standard Questica Operating data structures. At a minimum, the data will be sufficient to:

• Create Costing Centers (for each historical and current/future budget year to be loaded).
• Add Costing Centers to Departments.
• Associate Costing Centers with Funds.
• Define Budget Promotion Stages.</td><td>In scope</td></tr>
<tr><td>Import Budgets</td><td>Import multiple years of Operating budget:

• Create dollar budget line items with GL Accounts (or The Customer’s equivalent thereof)
… at the Costing Center level.
The budgets must be imported in year order from oldest to newest.

* If budgets change after the initial data load, the client can update it directly within the system.</td><td>In scope: 2 prior years + current fiscal year budgets

The Customer can import additional years at their discretion (there is no system restriction).</td></tr>
<tr><td colspan="3">Integrations</td></tr>
<tr><td>Budget Export Integration</td><td>Interface to export the adopted budget from Questica into The Customer’s general ledger system.

Data can be extracted into a text (“CSV”) file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view.

The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.

* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</td><td>In scope: 1 point of budget export integration.</td></tr>
<tr><td>Budget Amendments Export Integration</td><td>Interface to transfer individual approved amendments to the Operating budget, from Questica Budget to The Customer’s general ledger, or the other direction as required.

This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the “Budget Export” item above.

* If this integration is required, then please discuss adding this for a one-time set-up fee.</td><td>Not in scope</td></tr>
<tr><td>GL Actuals Import Integration</td><td>Interface to copy/import financial Actuals into the Questica Operating module from The Customer’s general ledger system. This interface can be automated to run on a schedule.

Data to be imported will need to be in a standard “CSV” formatted file with the following required fields/columns, in the order listed.

1. AccountStructure</td><td>In scope: 1 point of actuals import integration.</td></tr>
</table>

	2. TransactionDate 3. Amount Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format. Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.*	
Optional Features	*The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If "Not in scope" then these features are not part of the purchased Questica package.*	
Allocations Add-in	The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is in scope then budget lines can also be allocated to projects.	In scope: Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required allocations which can then be referenced by The Customer to create the full required set.
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).

Personnel Planning & Budgeting Module

The Personnel Planning & Budgeting module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load Due to access limitations is unlikely that the Questica PM is able to perform the data extraction and will require The Customer to provide this data in Excel workbooks.		

The Questica Personnel module is not loaded or used for **<u>historical</u>** fiscal years. It will be configured only for one fiscal year which should be either: • Current fiscal year: The Customer will be able to verify the structure by “publishing” the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year. • New budget year (first year for which a new budget is being built using Questica). Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state.		
Import Positions & Employees	Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee).	In scope
Import Grades & Scales	Load the list of Grades and their associated data, and any contracted pay Scales (hourly by “Step”).	In scope
Configure Benefits (“Modifiers”)	Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance. Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks. The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization. **While <u>most</u> supplementary personnel costs can be configured and auto-calculated using “modifiers”, on occasion the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.*	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.
Import Position/Costing Center Allocations	Load the “allocation” of Positions to the Costing Centers, to assign payroll costs of those Positions. Each Position may be split between multiple Costing Centers. Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.	In scope

Capital Module

The Capital module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Capital Projects	Configuration and data import of standard Questica Capital data structures. At a minimum, the data will be sufficient to:	In scope

	• Create Projects (including closed projects where historical budget is being loaded). • Add Projects to the list of Departments that are consistent with, and shared by, the Operating module. • Define Project Promotion Stages. The configuration data may optionally contain data to: • Define Asset Categories & Asset Types. • Define a Single Set of Project Ranking Metrics.	
Import Budgets	Import multiple years of Capital budget: • Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) ... at the Project level. The budgets must be imported in year order from oldest to newest. ** If budgets change after the initial data load, the client can update it directly within the system.*	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).
Integrations		
Budget Export Integration	Interface to export the adopted budget from Questica into The Customer's general ledger or project control system. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.*	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	Interface to transfer individual approved amendments to the Capital budget, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import Integration	Interface to copy financial Actuals into the Questica Capital module from The Customer's general ledger or project control system. This interface can be automated to run on a schedule. Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed. 4. AccountStructure 5. TransactionDate 6. Amount Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format.	In scope: 1 point of actuals import integration.

	Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.*	

Performance Measures Module

The Performance Measures module is In scope.

Function, Feature, or Service	Description	Scope
Performance Measurement Consulting	Consulting services to advise, design, promote, and enact Performance Measurement Programs.	Not in scope
Configuration & Initial Data Load		
Measure Categories and Units	Configuration of Performance Measure Categories and Units of Measure.	In scope
Measures	The Customer will receive training to determine how to enter Performance Measures into the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required measures which can then be referenced by The Customer to create the full required set.
Scorecards	The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required scorecards which can then be referenced by The Customer to create the full required set.
Integrations		
Measure Actuals Import	Automated interface for importing Actuals from the many and various systems which might house data useful as Measure Actuals. **If a custom integration is required then please discuss adding this for a one-time set-up fee.*	Not in scope

OpenBook

Use of Questica's OpenBook transparency portal is included in this system.

Function, Feature, or Service	Description	Scope
Setup & Connection	Create OpenBook instance. Connect to Questica Budget production instance with out-of-the-box API and test connectivity.	In Scope
Analysis & Design	• Post-training review of concepts and process with The Customer, including the visualization types, their purpose and appropriate Questica Budget data sources. • Assistance in determining initial set of visualizations. • Review the editing and publishing of datasets from Questica Budget to OpenBook. • Determination of non-Questica Budget data sources.	In Scope
Questica Budget Configuration	Creation of "ad hoc views" in Questica to support data requirements of The Customer's OpenBook (as determined during analysis & design), typically: • Budget • Actual • Budget vs Actual	Shared task: The Questica PM will assist in configuring a reasonable number of views for the initial set of OpenBook data visualizations.
OpenBook General Configuration	Configuration of OpenBook settings, profile, UI options, and admin user.	In Scope
OpenBook Visualization Configuration	Creation of "Visualizations" in OpenBook using out-of-the-box Visualization templates, sourcing data from Questica Budget dataset and ad hoc spreadsheets.	Shared task: The Questica PM will assist in configuring a reasonable number of OpenBook data visualizations as the initial set. The customer may continue to add visualizations throughout their use of OpenBook.
OpenBook Advanced/Custom Visualizations.	Creation of more advanced visualizations, for example those requiring multiple data sources and/or new reporting entities within Questica Budget and/or custom visualisations.	Not in scope

Training

The following list details the proposed training. The PM and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training Topic	Description	Scope
Implementation	A Questica Budget Implementation Guide, along with a Project/Milestone Plan, identifies all steps involved in the implementation process. This guide references pre-recorded training videos, job aids, etc. After which a PM will address Customer questions and provide advise as needed.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos, after which a PM will address Customer questions and provide advice as needed.	Customer task

Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Change Request	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Operating Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Personnel Planning & Budgeting	Training in the use of Questica Budget's Personnel Planning & Budgeting module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Capital Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Performance Measures	Training in Questica's Performance Measures module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope
OpenBook	Training in Questica's OpenBook module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope

Customizations

Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

Appendix A: Sample Implementation Timelines

The actual planned sequence and time allotted to each implementation task will be determined in the early part of the project. The timeline will be shared with The Customer in a OneNote file that holds all implementation information, including meeting notes and issue logs. This file will be maintained on a SharePoint web site where it is accessible on the internet.

Items in blue are owned by The Customer.

Items in green are owned by Questica.

Items in purple are shared or may be done by The Customer or by Questica depending on project imperatives.

Timeline for Operating Module Implementation (with Personnel Planning & Budgeting Module)

Week 1

- ☐ Kick-off
- ☐ SharePoint folder set up and shared with client.
- ☐ Administrative information completed in project's OneNote document.
- ☐ Client reviews first round of online implementation guide(s) and training material.
- ☐ Implementation site installed on Questica servers.

Week 2

- ☐ Status/implementation meeting:
  - ☐ Demo aspects of system as required.
  - ☐ Project timeline agreed upon.
  - ☐ COA ("account structure") understood and modelled in Questica Budget.
  - ☐ In depth review of data load methodology (use individual Questica Export/Import screens or completion of data load templates).
- ☐ Begin gathering, or loading directly into Questica Budget, the chart of accounts data (accounts, funds, departments, etc.).
- ☐ Begin gathering and cleaning Operating budgets.
- ☐ Client begins gathering and cleaning current (or next year's) Salaries data.
- ☐ Client begins investigation into ERP/financial system integrations:
  - ☐ Obtain sample file of "Actuals" for import into Questica.
  - ☐ Obtain specification/sample of file format for load of approved budget into ERP/financial system.

Week 3

- ☐ Chart of account data available for import.
- ☐ Chart of accounts loaded into Questica budget by Questica or by Client.
- ☐ Operating budgets (historical and current) available in Excel workbook.
- ☐ Client reviews second round of online implementation guide(s) and training material.

Week 4

- ☐ Operating budget import complete.
- ☐ Review of Operating budget import for correctness started.
- ☐ Operating integrations configuration started.
- ☐ Salaries data workbook available for import or client commenced loading salaries data (Positions, Employees, Grades, & Scales).
- ☐ Client reviews third round of online implementation guide(s) and training material.
- ☐ Date(s) for training scheduled.

Week 5

- ☐ Review of Operating budget import for correctness completed.
- ☐ Begin specification and building of ad hoc reports.
- ☐ Completed data import of salaries data.
- ☐ Begin configuring salaries "modifiers" (calculations for allowances and benefits).

Week 6

- ☐ Built-in Operating integrations configured and tested.
- ☐ Salaries modifiers configured.
- ☐ Begin review of Salaries budget for correctness.
- ☐ Operating and Salaries training.
- ☐ Begin preparation for end-user training.

Week 7

- ☐ Review of Salaries budget for correctness completed.
- ☐ Begin end-to-end/acceptance testing.

-- Basic System Ready for Development & Management of Budget --

Week 8

- ☐ End-to-end/acceptance testing complete.
- ☐ End-user Training.

Week 9

- ☐ Begin configuration of OpenBook.
- ☐ Go-live to end users.

Post Go-Live

- ☐ Configuration of OpenBook.
- ☐ System review, respond, fix.

Promote from implementation to production status (hand-over to

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

City of Bethel, Alaska

Prepared for: Lori Strickler – City Clerk

QUESTICA BUDGET PROPOSAL

Prepared by: Diane Hurtubise
Prepared: December 2020

Questica

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Overview of Questica

For over 21 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy, productivity and improving stakeholder trust. Organizations across North America are modernizing their business processes using Questica's budgeting, performance, transparency and engagement software solutions. Founded in Burlington, Ontario and with an office in Huntington Beach, California, the Questica team is dedicated to serving our clients in the public sector.

Questica is part of the GTY Technology group of companies. A GovTech 100 company.

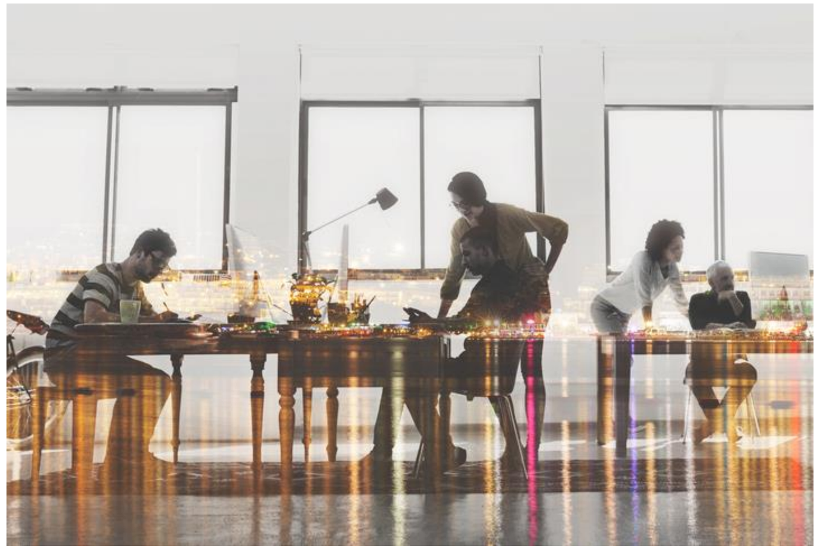
Introduction

Questica welcomes the opportunity to leverage our 21 years of success in public sector budgeting to help the City of Bethel, Alaska achieve a collaborative and efficient budgeting process. The City can effortlessly build budgets using a cloud-based system that provides powerful functionality and time-saving features that eliminate the pain and inefficiencies of using spreadsheets.

Questica's budgeting solutions are the most trusted for local government available in the market today. The Questica team has the expertise and depth of knowledge to understand the unique challenges of local government, and the critical role of the budgeting process. By continuously improving our solutions, forming strategic alliances with other companies and associations, and staying informed of how public sector finance and budgeting is evolving, we continue to bring a new standard of excellence.

As a company solely focused on solutions for the public sector, we make it a priority to become partners with our clients to ensure you receive the maximum value from your Questica solutions. Questica offers Severn our proven track record of success that has resulted in an **industry-leading customer retention rate of 98%.** Your organization will never be in doubt you have partnered with a team working hard to provide a dynamic end-to-end budgeting experience. Helping the City of Bethel achieve budgeting success is our mission.

How you can count on Questica



- Seamless integration with ERP, human resources and payroll systems to compare actuals with budget data for better data-driven decisions.
- Collaborative platform that enables budget managers and departments to budget remotely.
- Provide greater transparency with interactive public facing visualizations of your budget.
- Eliminate the inefficiencies and errors of spreadsheet budgeting for increased accuracy and confidence in the budget numbers.
- Create unlimited what-if scenarios for strategic planning and tackling the ongoing challenges of the COVID-19 pandemic.
- Implementations that are on time and on budget.

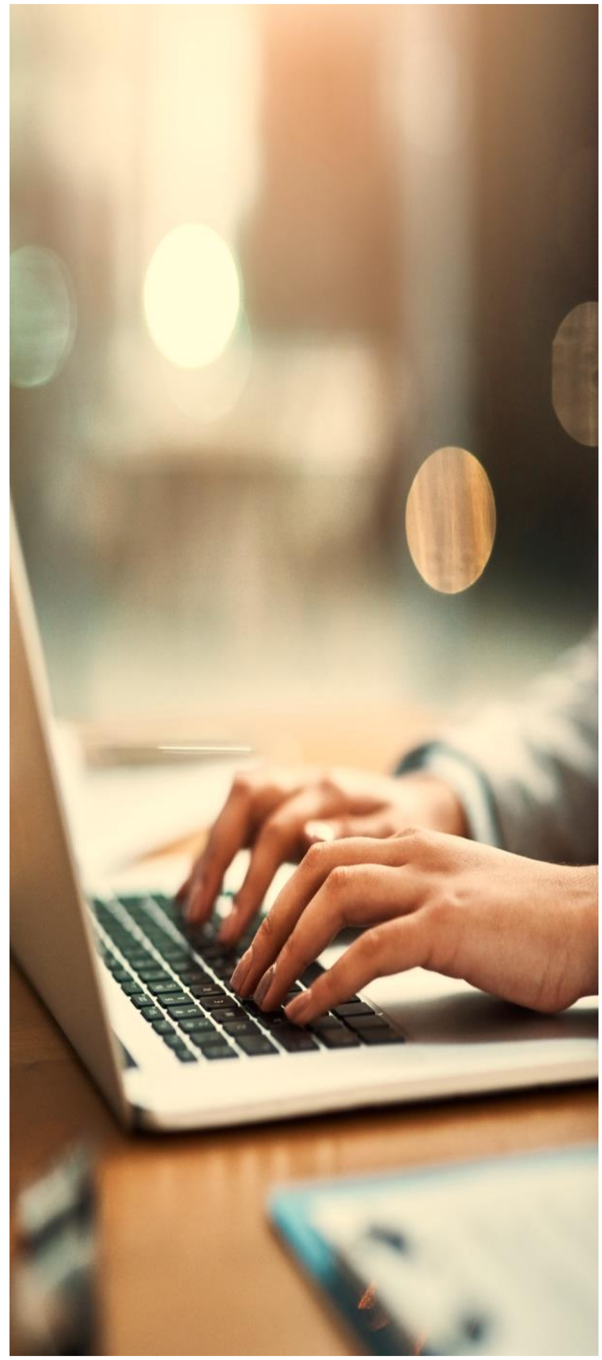
Who uses Questica Budget?

- Municipality of Anchorage, AK
- Yukon Government, YT
- City of Seattle, WA
- City of Issaquah, WA
- City of Maple Valley, WA
- Sound Transit, WA
- City of Tualatin, OR
- Metro County, OR
- Multnomah County, OR
- Washington County, OR

Client testimonials

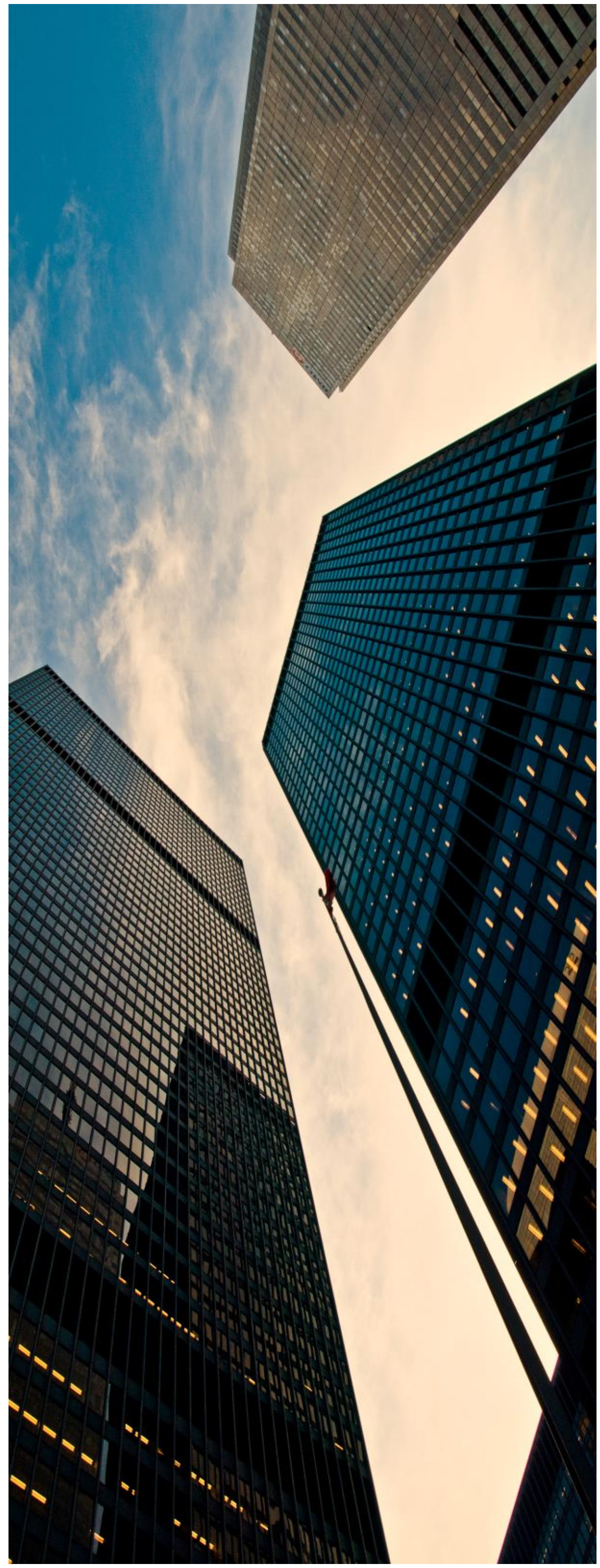
"Having Questica Budget has given our team more time to focus on managing the budget now that we spend less time assembling it."

— Ann Sheridan, Budget Manager, Sound Transit



Questica Budget Suite

The Questica Budget Suite is an end-to-end budgeting system that helps public sector organizations manage their budgeting process with greater efficiency and accuracy. **Questica Budget** provides extensive features for budget development and enables public sector organizations to discover key budget insights that may have been hidden in a spreadsheet. **Questica Performance** offers additional value with measures and scorecards for tracking and evaluating KPIs, programs and services. **Questica OpenBook** is a data visualization tool that transforms budget data into interactive visuals to educate and inform the public and internal stakeholders. Viewers can immediately share feedback on budget decisions with the click of a button.



Benefits

Cloud-based

Questica Budget Suite is a cloud-based solution hosted on Questica's secure Microsoft Azure server. Hosting on single tenant architecture means your organization's budget data is isolated from other clients, and only designated users have access to the data. Cloud-based solutions enable clients to access their budget data online at any time and from any location.

Collaborative

Budgeting is a people-centric process that requires communication and teamwork to be successful. Questica Budget Suite is a collaborative platform that allows budget managers to work with departments to prepare and manage budgets efficiently. When budgets can be accessed and viewed by everyone participating in the budgeting process, the result is better communication and decision-making. This is particularly important when remote work is required of staff.

Functionality

Questica Budget Suite solutions are feature-rich and provide powerful functionality for greater control and visibility into budgets. Users can not only create budgets, but have the tools to analyze, forecast, report and develop what-if scenarios to gain deeper insights from the budget. With direct integration to ERP, human resources and payroll systems for a seamless flow of data, users can build budgets based on accurate, real-time financial information.

Configurability

As the most mature and robust budgeting software in the market, Questica Budget can accomplish through configuration what other vendors require custom coding to achieve. The result is a solution that costs less, implements faster, and can be managed by your finance team without ongoing reliance on IT or external developers. Furthermore, Questica Budget's configurability results in a solution that is more stable, scalable, and continuously improved with each update.

Flexible

Local governments need the ability to make decisions quickly and pivot when new challenges arise. Questica Budget Suite solutions give them the ability to adapt to new situations, make any necessary adjustments or deep dive into the budget to reallocate funds or evaluate potential cost savings. Your organization no longer has to be limited by manual data entry spreadsheets or an inflexible legacy system.

Innovative

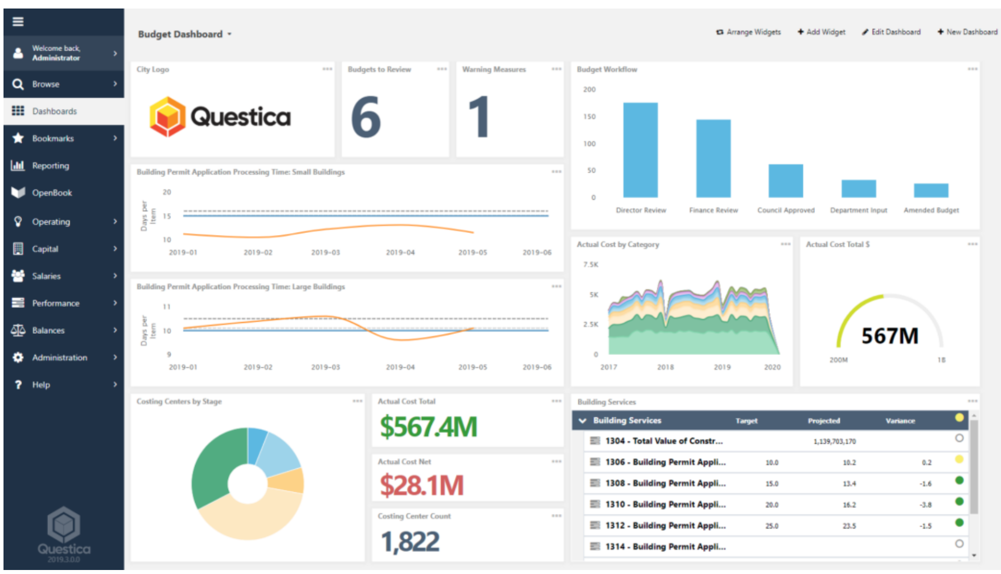
Innovation at Questica is driven by what product features provide clients the most value and the best budgeting experience. Questica's product strategy is based on feedback from our clients and serves as a guiding star that directs our focus. From user forums to early adopter groups, Questica clients are with us every step of the way as we develop new features or improve the functionality of Questica Budget Suite solutions.

Questica Products

Questica Budget

Questica Budget is a cloud-based budgeting solution designed specifically for the public sector. With budget data housed in one central location, users can effectively collaborate on operating, personnel and capital budgets. The system provides an easy-to-use online interface with Excel-based functionality that allows budget entry and development, forecasting and analysis, reporting and what-if scenario planning, and advanced calculations. Users can discover key budget insights that may have been previously hidden in a spreadsheet.

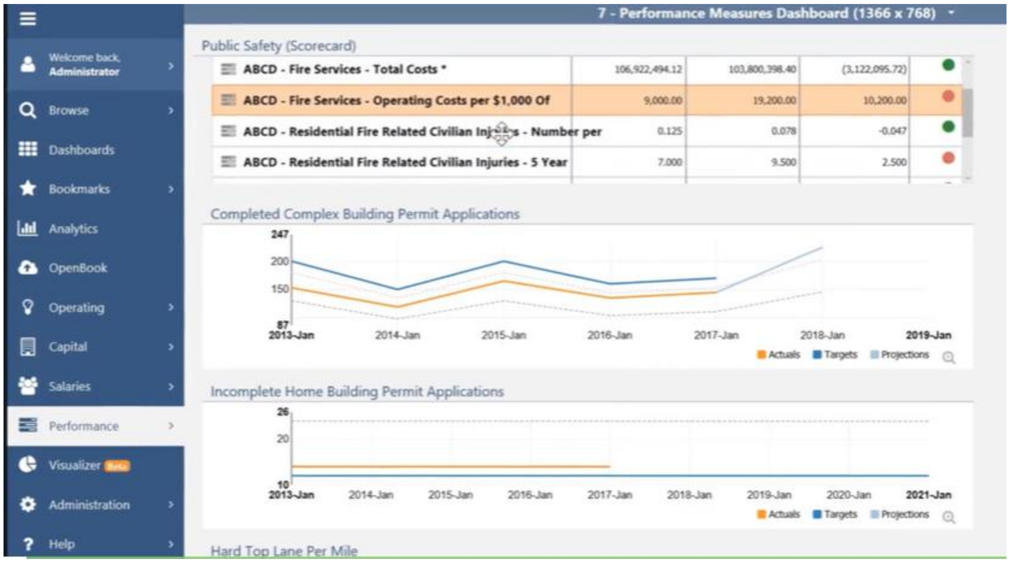
Take a product tour of Questica Budget.



Questica Performance

Questica Performance allows organizations to track and measure the performance of unlimited budget and non-budget KPIs with a system of programs and scorecards to ensure that your organization is meeting important goals and objectives. With interactive analytic tools, you can drill down to specific strategies, programs and initiatives to see where changes or improvements need to be made to reach peak performance.

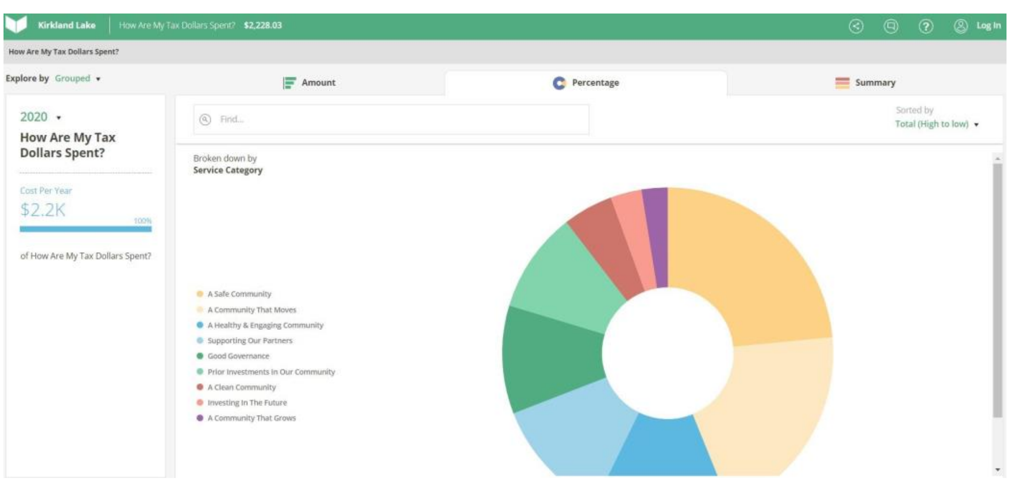
Take a product tour of Questica Performance.



Questica OpenBook

Questica OpenBook is a data visualization tool that transforms budget data into interactive visuals for increased government transparency. Using charts, graphs, infographics and maps, local governments can highlight spending decisions, projected costs, statistics and other complex information in easy to understand visuals. Questica OpenBook visualizations are also interactive, allowing citizens to search, view and drill-down through data for a deeper understanding of government spending decisions.

Take a product tour of [Questica OpenBook](#).



Click on the logos below to view examples of clients using OpenBook:

Client Success Stories

Click on the logos below to learn more about how our clients are using Questica Budget:

Budget

Order Form

Prepared for

Lori Strickler, City Clerk
City of Bethel, AK

by

Diane Hurtubise
Questica Software Ltd.

This proposal is subject to a review of your Chart of Accounts
and a review of the Scope of Work

December 10th, 2020

Questica
Where brilliant begins.

Questica Budget 7 Year Subscription Promotion Price Quote – Brilliant Bundle (SaaS)

Quotation ID#: City of Bethel, AK - 12102020

Description	Qty	Total
Questica Budget Framework – All Modules		
Operating Licenses	Included*	
Personnel Planning & Budgeting Licenses	Included*	
Capital Licenses	Included*	
Unlimited Read Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Questica Annual Software Subscription (including maintenance, support, and hosting)	~~$19,500.00~~	$0.00
Professional Services (Per Statement of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services (one-time fee)	$9500.00	$9,500.00
Grand Total Year 1	~~$29,000.00~~	$9,500.00

*Number of licenses to be validated prior to contract

Pricing Notes

Quotation ID#: City of Bethel AK - 12102020

Pricing valid through: **December 18th, 2020**

- Questica annual subscription fee is $19,500.00 per year (based on 7-year subscription)
- Questica annual subscription fee is $0.00 in year one (100% Off)
- Questica has agreed to secure the proposed annual costs for 3 years from the contract effective date and will apply a 3% inflationary increase beginning in year 4
- To receive promotional pricing, the software must be purchased directly through Questica on or before the quotation expiration date
- Pricing is not applicable in response to a formal RFP Process
- Above pricing in USD
- Applicable Taxes Extra
- **Terms of Payment**:
  - Software Subscription (including annual maintenance, support, and hosting services):
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
  - Professional Services:
    - Due 100% upon Contract Effective Date (Net 30)

City of Bethel Action Memorandum

Action memorandum No.	20-65		
Date action introduced:	12-22-2020	Introduced by:	Peter A. Williams, Interim City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct City Administration to complete one or more grant applications for Federal Emergency Management Agency (FEMA) funds to pay costs associated with quarantine lodging and food distribution resulting from the COVID-19 pandemic emergency between December 31, 2020 to March 31, 2021.

Attachment(s): None.

Amount of fiscal impact:	Source	Account information:
$465,351	FEMA Public Assistance	TBD

Summary Statement

The Yukon Kuskokwim Health Corporation is currently filling a health need in the community by administering and covering the costs associated with individuals and families who must quarantine in Bethel due to COVID-19. Several hotels and YKHC-owned facilities are being used as quarantine sites. Based on actual lodging rates for three of the facilities used, YKHC is estimated to have incurred $142,24 in November 2020 to house adults and some families for 654 lodging nights. Three nights are paid for after each stay to ensure a 72-hour cleaning/disinfection virus purge time.

YKHC prepares three meals a day for those in quarantine. The City of Bethel arranges for non-profit organizations and groups to distribute the food to those in quarantine. The City has been using CARES Act funding to pay each organization/group $2,520 per week to distribute the meals using organization members. The City Clerk spends up to 15 hours a week coordinating food distribution.

The City of Bethel is in a position to greatly help the community and YKHC by applying for a FEMA Public Assistance grant to cover the cost for quarantine lodging units and the cost of food distribution to those individuals in quarantine. YKHC supports the City's effort to ascertain funds for this purpose because FEMA funding will free up YKHC funds for other vital COVID-19 or health response purposes. YKHC agreed to continue to administer and pay quarantine costs and wait to be reimbursed by the City, if and when the City is awarded a FEMA grant.

The FEMA grant application requires no City match and is funded in 30-day increments.

The proposed cost for the two projects are:

Quarantine Lodging	$427,716
Food Distribution	$37,635
Total	$465,351

City of Bethel Action Memorandum

Action memorandum No.	20-66		
Date action introduced:	12-22-2020	Introduced by:	Peter A. Williams, Interim City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Approve modification to the City's Coronavirus Aid, Relief, and Economic Security (CARES) Act Budget and Spending Plan such that $500,000 is added to the Bethel Community Services Foundation Charities line item and authorize the City Manager to negotiate and execute an amendment to the current contract with BCSF for BCSF to administer the funds and charge the City a fee for services rendered.

Attachment(s): None.

Amount of fiscal impact:		Account information:
$500,000	CARES Act Budget and Spending Plan	66-50-

Summary Statement
The City of Bethel is working diligently to expend $8,424,380 in CARES Act grant funds by the December 30, 2020 deadline. The City reported total expenditures of $5,902,741 in the November Report for the period ending November 30, 2020.

Bethel Nonprofit Support
To date, the City of Bethel provided $1,700,000 to BCSF in support of their mission to help nonprofit organizations that were negatively impacted by the coronavirus. The proposed $500,000 allocation to BCSF represents the third addition above the initial allocation of $1,000,000 made on July 14, 2020. If approved, the total amount of CARES Act funds allocated to BCSF Charities will be $2,300,000, not counting administrative service fees.

Memorandum of Agreement
Between
City of Bethel and Bethel Community Services Foundation
Re: Coronavirus Relief Fund Grant

This Memorandum of Agreement ("Agreement"), by and between the City of Bethel ("City") and Bethel Community Services Foundation ("BCSF"), is entered into on the last date signed below.

Recitals

WHEREAS, the City has received a $8,424,380.20 Coronavirus Relief Fund Grant from the State of Alaska Department of Commerce, Community, and Economic Development ("State Grant");

WHEREAS, the City has allocated $1,000,000 of the State Grant to establish a program to provide grants to Bethel-based nonprofit organizations to support their recovery from and response to COVID-19 ("Nonprofit Grantmaking Program");

WHEREAS, the City has allocated another $1,000,000 of the State Grant to establish a program to provide grants to assist in the recovery of Bethel-based businesses that have been economically impacted by loss or mitigation efforts due to COVID-19 ("Business Grants Program");

WHEREAS, the City and BCSF have successfully executed memoranda of agreement in the past;

WHEREAS, BCSF operates existing grantmaking programs for nonprofit organizations in Bethel and is uniquely positioned to accept a grant from the City for this intended purpose;

WHEREAS, the City wishes BCSF to receive a grant from the City of $1,000,000 to establish and administer the Nonprofit Grantmaking Program, and BCSF is willing to do so, on the terms described below;

WHEREAS, BCSF can help the City establish and facilitate processes for the City's implementation of the Business Grants Program;

WHEREAS, the City wishes BCSF to assist the City to establish and facilitate processes for the City's implementation of the Business Grants Program, and BCSF is willing to do so, on the terms described below;

WHEREAS, nothing herein is intended to create a partnership or joint venture between the City and BCSF; and

WHEREAS, the Bethel City Council, with Councilmember Michelle DeWitt not participating, has directed the administration to negotiate and enter into an agreement with BCSF based on the foregoing, and for the following purposes.

Agreement

NOW THEREFORE, in consideration of the mutual promises stated herein, the parties agree as follows:

City of Bethel

1. The City will prepare and issue a check to BCSF in the amount of $1,000,000 by 7/23/2020 for the Nonprofit Grantmaking Program.
2. The City will provide to BCSF the terms and guidance for the Nonprofit Grantmaking Program by 7/23/2020.
3. The City will pay $50,000 to BCSF by 8/1/2020 for its costs in administering and implementing the Nonprofit Grantmaking Program.
4. The City will identify the City employee who will be the main point of contact for the Business Grants Program by 7/17/2020. That employee, with the assistance and support of other City employees, will provide to BCSF information that is critical to successful implementation of that program (see paragraph 5 below) and such other information as BCSF may reasonably request, within 3 business days of request by BCSF.
5. For purposes of the Business Grants Program, the City will do the following: (a) provide to BCSF a list of licensed businesses in Bethel, along with their mailing and additional contact information by 7/20/2020; (b) verify by that date whether those businesses are in good standing with the City regarding tax-return filings and payments; and (c) verify that there are no existing liens within five business days of business grant application submissions.
6. The City will name 1-2 City employees for membership on the grant selection committee of the Business Grants Program by 7/20/2020, and the City will identify a City Council member for membership on that committee by 7/31/2020.
7. The City, with the planning and facilitation assistance of BCSF, will host a meeting of the grant selection committee of the Business Grants Program between 8/11/2020 and 8/13/2020.
8. The City will ensure the confidentiality of the Business Grants Program application and review process.
9. The City will prepare agreements and checks for business grantees under the Business Grants Program.
10. The City will pay $70,000 to BCSF by 8/1/2020 for its costs in assisting the City to establish and facilitate processes for the City's implementation of the Business Grants Program.
11. The City will provide a weblink to the City's website for the Nonprofit Grantmaking Program and the Business Grants Program, to be placed by BCSF on its website.
12. If budget funds are still available after awards are made under the Nonprofit Grantmaking Program or the Business Grants Program, a timeline for subsequent round or rounds of grantmaking or grants will be determined, in conjunction with BCSF.

13. The City shall hold in reserve, and retain an option to pay, BCSF an additional $30,000 for future services consistent with this Agreement, as agreed upon by the parties.
14. To the extent permitted by law, the City will defend, indemnify, and hold harmless BCSF and its agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of, arising out of, or in connection with BCSF's acts or omissions under this Agreement, including without limitation for the inability or failure of BCSF or the City to disburse funds within any applicable deadlines or to comply with the requirements for the disbursement of funds under the State Grant or federal law, including any requirement to avoid a conflict of interest.
15. For purposes of BCSF's responsibilities and activities under this Agreement, the City will have BCSF added as an additional insured on the City's liability insurance policy.

Bethel Community Services Foundation

1. BCSF will receive, deposit, and manage the $1,000,000 grant for the Nonprofit Grantmaking Program.
2. BCSF will authorize, oversee, and administer the Nonprofit Grantmaking Program, including establishing a grant selection committee and independently managing that program.
3. BCSF will serve as a contractor to assist the City to establish and facilitate processes for the City's implementation of the Business Grants Program.
4. BCSF will launch, with the City, the Business Grants Program on or about 7/23/2020, contingent upon BCSF's receipt of necessary information from the City.
5. BCSF will accept applications from businesses under the Business Grants Program through BCSF website.
6. BCSF will, with the City, set the first deadline for business responses for the Business Grants Program on or about 8/10/2020, contingent upon BCSF's receipt of necessary information from the City.
7. BCSF will assist the City in establishing a five-member grant selection committee for the Business Grants Program, consisting of the following: a City council member, a minimum of one city employee, a representative from BCSF, and a community volunteer with experience regarding in small businesses in Bethel.
8. BCSF will name 1 of its board members for membership on the grant selection committee of the Business Grants Program by 7/31/2020.
9. If budget funds are still available after awards are made for the Nonprofit Grantmaking Program or the Business Grants Program, a timeline for subsequent round or rounds of grantmaking or grants will be determined, in conjunction with the City.

This Agreement may be signed by the parties in counterparts.

CITY OF BETHEL

Vincenzo S. Corazza
City Manager

Dated: 7/23/2020

BETHEL COMMUNITY SERVICES FOUNDATION

Michelle DeWitt

Michelle DeWitt
Executive Director

Dated: 7/23/2020

<u>Amendment # 2 to Memorandum of Agreement</u>
Between
City of Bethel and Bethel Community Services Foundation
Re: Coronavirus Relief Fund Grant

This Amendment #2 modifies the Memorandum of Agreement ("Agreement"), by and between the City of Bethel ("City") and Bethel Community Services Foundation ("BCSF"), entered into on July 23, 2020 by and between the City of Bethel, a municipal Corporation and Bethel Community Services Foundation.

<u>History of Contract Amendment</u>
Initial Agreement: 7-23-2020 allocated $1,000,000 in CARES Act Funds to BCSF to provide relief to Bethel-based businesses and allocated an additional $1,000,000 for nonprofits in CARES Act Funds in response to COVID-19.

Amendment #1: 8-25-2020, increased the contribution for Bethel nonprofit response programs by $550,000.

Amendment #2: XX-XX-2020, increased the contribution for Bethel nonprofit response programs in the amount of $500,000.

All other terms of the original Memorandum of Agreement dated July 23, 2020, and applicable amendments shall remain in full force and effect as through specifically incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be executed on __ date of December 2020.

CITY OF BETHEL	**BETHEL COMMUNITY SERVICES FOUNDATION**
______________________________	______________________________
Pete Williams Interim City Manager	Michelle DeWitt Executive Director
Dated: ____________	Dated: ____________

City of Bethel Information Memorandum

Information Memo No.	20-21		
Date introduced:	12/22/20	Introduced by:	Interim City Manager Williams
Amended actions:			
Confirmed by:			

Title: Limited Legal Services for Tax Counsel

Attachment(s): Engagement Letter

Department/Individual:	Initials:	Remarks:
Libby Bakalar, City Attorney	EMB	

Amount of fiscal impact:		Account information:
$2,700	Funds in City Budget	10-56-642

Summary Statement

We have a specialized federal tax problem related to our healthcare benefits that must be dealt with ASAP based on a letter the City received from the IRS.

Specifically, the City received a "5699 Letter" stating that the City is out of compliance for its 2018 filing as an Applicable Large Employer (ALE) of more than 50 employees under the Affordable Care Act (ACA). ALEs must report to the IRS information about the health care coverage, if any, they offer to employees. The IRS uses this information to administer the employer-shared responsibility provisions and the premium tax credit under the ACA.

Resolution of this issue is being led by Interim City Manager Peter Williams and HR Director James Harris, in conjunction with our Finance Department contractors and some others as discussed below, but a bit of special legal help is needed.

Under our Code, all procurements for legal services must be reviewed by the City Attorney and are generally subject to competitive bidding.

Given the issue involved, however, I am able to waive formal procurement under BMC 4.20.230(E)(3) because this is a "situation where immediate legal action of a specialized nature is necessary." Under this same Code section, I am also required to provide a written report to the Council clearly presenting in writing my waiver and the reason for it, and include it in the next available Council meeting packet. This memorandum serves as that report.

Tax law is highly specialized and complex. For example, the State of Alaska's Department of Law routinely hires outside tax counsel to deal with tax problems, chiefly and especially those related to government benefits issues like those presented here.

The Boston law firm of Marathas Barrow Weatherhead Lent LLP was recommended as being able to respond to the IRS quickly. I communicated with a partner there, Stacy Barrow, who will be handling this issue on behalf of the City.

He clarified that we have until December 9, 2020 to respond to the IRS and let them know that we will be filing the Forms 1094-C and 1095-C within 90 days of November 9, 2020, or by February 8, 2021. As part of the filing, the firm will prepare a brief reasonable cause statement to include with the L.5699 response. They will also assist with any questions that may arise in connection with the filing (the filing itself will be performed by a vendor).

This should take about 1-2 hours of billable time, at Mr. Barrow's hourly rate of $450. Hopefully that will resolve the late filing issue with the IRS and there will be no further charges from the firm. However, it is possible that the IRS will follow up with a proposed late filing penalty letter (L. 972CG) after adjudicating the forms, in which case the firm may need to prepare a more involved reasonable cause statement and have further communication with the IRS, which may take an additional 3-4 hours of billable time. Thus, maximum value of this contract should be approximately $2,700.

I joined a call today with Mr. Williams; Mr. Harris; our health insurance brokers, Wilson Albers in Anchorage; and CXC Solutions, a Healthcare Compliance firm in Dallas regarding the issues above.

MARATHAS BARROW WEATHERHEAD LENT LLP

Stacy H. Barrow
Partner
617.830.5457
sbarrow@marbarlaw.com

December 2, 2020

Email: pwilliams@cityofbethel.net

Peter A. Williams
Interim City Manager
City of Bethel
P. O. Box 1388
Bethel, AK 99559

Re: Engagement of Marathas Barrow Weatherhead Lent LLP as Legal Counsel

Dear Pete:

This engagement letter is intended to provide City of Bethel ("you" or "Client") and Marathas Barrow Weatherhead Lent LLP (the "Firm") the clarity and protection that a carefully articulated agreement provides. The engagement documents are a formal way to (1) ensure that our representation adheres to the rules of professional responsibility that all licensed attorneys are obligated to uphold, (2) describe the scope of the Firm's obligations to you and (3) delineate the terms of representation to which you agree.

Your satisfaction with the legal services we provide is our top priority. We understand that client satisfaction depends both on the quality of the Firm's legal work and on strong relationships founded on mutual respect and good will. This engagement letter is a direct reflection of that commitment.

1. **Billing and Attorneys' Fees.**

You are engaging the Firm to provide you with employee benefits advice. The Firm will bill you on the basis of the schedule of hourly rates in effect when such services are rendered. My hourly rate is $450. Time charges for tasks for which you will be billed include, without limitation, telephone conferences, meetings, internal office conferences, negotiations, review of files and documents sent or received, drafting correspondence or memoranda, legal and fact research, depositions, court appearances and travel. In most circumstances, the Firm will render bills at least monthly, and each invoice is due and payable within thirty (30) days of Client receipt of that invoice. Other terms relating to billing are included in the attached Addendum.

2. **Disbursements and Expenses.**

Unlike many other law firms, the Firm does not charge its clients for ordinary, day-to-day office expenses, including telephone calls, regular mail, faxes, internal copying, internal meals and the like. More significant individual charges (necessary express or priority mail or deliveries, or other expenses generally over $20) will be expensed at our actual incurred cost, with no administrative fee or mark up. This is part of our commitment to provide high quality legal services, with a value-oriented fee structure.

We do bill for the use of Westlaw and other computerized commercial research database systems that provide enhanced access to a wide range of available resources and information and that bill the Firm on a usage basis. However, because the Firm subscribes to such services, actual charges are allocated among those clients utilizing them during any given period, which greatly reduces the expenses incurred. When applicable, we also charge for costs incurred for such items as filing fees, service of process, stenographers, transcripts, witness fees, experts, title examinations and other professional services and similar items.

Also, an engagement may make it appropriate to hire third-party service providers on your behalf. These services may include consulting or testifying experts, investigators, electronic litigation support (including the creation of appropriate databases), stenographers and others. In most cases, clients will be requested to pay the third parties directly, and in all cases shall be responsible for such payment. If the Firm directly pays a third party for reasons such as client confidentiality, urgency or other reasons approved by the Firm, our bill will reflect the actual sums paid to the third party. In these cases, it is the Firm's policy to request reimbursement from clients out of the normal billing cycle.

If the terms of engagement described in this letter are satisfactory, please sign and date a copy of the engagement letter and return it to me as soon as possible. We look forward to working with you and are committed to building and maintaining a successful and effective relationship. Please do not hesitate to contact me at any point throughout the engagement with any questions or uncertainties that you may wish to discuss.

Very truly yours,

Stacy H. Barrow

Stacy H. Barrow

Accepted and Agreed to:

City of Bethel

Peter A Williams

By: Peter A. Williams
Its: Interim City Manager

Dated: Dec. 4, 2020

MBWL

Addendum to Engagement Memorandum

Thank you for selecting Marathas Barrow Weatherhead Lent LLP to represent you with respect to employee benefits related matters. This Engagement Memorandum and the enclosed engagement letter and statement of the Firm's billing policies describe the basis upon which the Firm will provide legal services. Please forgive the legalistic nature of these engagement documents, but we believe it is important to discuss and agree upon the terms of the Firm's representation at the outset. Please contact your engagement attorney with any questions.

1. **The Scope of the Firm's Engagement**. The Firm's engagement is limited to representation of the Client(s) named in the engagement letter (even if someone other than the Client is responsible for paying the Firm). Thus, if the Client is a corporation, partnership, joint venture, trade association or other entity, the Firm has not agreed to provide representation to or for constituents of the Client entity, such as directors, officers, members, partners, shareholders, subsidiaries, affiliates, employees, etc. of the Client. In addition, the Firm's engagement is limited to the matter(s) described in the Firm's engagement letter, and for any additional matters for which the Firm expressly agrees to provide representation.

2. **Responsibilities and Understandings**. The Firm will keep Clients reasonably informed of developments and respond promptly to Client inquiries. Any fee estimate the Firm might provide in connection with a matter necessarily is based on a number of uncertain factors. As a result, the Firm's bills will be determined in accordance with the Firm's billing policies and may vary from any estimates given (unless a fixed fee has been agreed upon in writing).

The Client agrees to determine whether any insurance coverage is or may be available concerning the subject matter of the engagement and provide notice to all insurers that may provide coverage. If an insurer or any third-party undertakes payment of any portion of the Firm's bills, however, the Firm and Client agree that the Client will remain responsible for payment of any amounts billed by the Firm not paid by an insurer. Similarly, if the Client is awarded legal fees payable by another party, the Client remains responsible for payment of the Firm fees billed even if the fees awarded to the Client are less than fees billed.

If the Firm is required to respond to a subpoena seeking production of Firm records relating to services that the Firm performed for the Client, or if the Firm is required to testify by deposition or otherwise concerning such services, the Firm will consult with the Client as to whether the Client wishes the Firm to supply the information requested or assert the attorney-client privilege to the extent available under applicable law.

To the extent permitted under applicable ethical guidelines, by engaging the Firm you agree to pay the Firm for hourly time charges and expenses incurred in responding to such demands and in providing advice, if the Firm is able to do so, regarding a response to such subpoenas without regard to whether or not the Firm continued to represent you when the subpoena was delivered. Such charges may include, without limitation, the time and expense incurred in searching for documents and for photocopying costs, reviewing documents, making objections, appearing at hearings and depositions and otherwise responding to issues raised by such document requests or testimony.

If the Firm's invoices are not paid when due, further services may be withheld at the Firm's discretion until overdue bills are paid or resolved, at which time the Firm may request security for payment of future bills and condition the provision of additional services upon receipt of that security. The Firm also will have the option to terminate an engagement upon reasonable notice if the Client does not pay bills promptly. Should you ever have any questions about a bill please contact your Marathas Barrow Weatherhead Lent LLP engagement attorney promptly to discuss those questions.

3. **Termination of the Firm's Engagement; Document Retention**. The Firm's engagement by a Client terminates when the Firm sends the last bill to the Client for the final matter that is the subject of an engagement. As a former Client, the Firm will not have any obligation to provide advice concerning legal matters related to the Firm's prior engagement(s).

At any time, Clients have the right to terminate the Firm's representation, subject to the continuing obligation to pay the Firm amounts for services rendered prior to termination. Upon termination, all previously billed time charges will be due and payable immediately, along with any new bills for time already spent on the representation, but not yet billed. Subject to applicable ethical guidelines, the Firm reserves the right to charge the Client, and the Client agrees to pay, for all reasonable and necessary time charges and expenses incurred in assisting the Client in making a transition to new counsel, including without limitation duplication of file materials and transfer of those materials to the Client or at the Client's direction.

Subject to applicable ethical rules and legal requirements, the Firm reserves the right to withdraw from representation, upon reasonable notice and without material adverse effect on a Client (and only after obtaining any permission from any court or tribunal that may be required), while providing the Client with a reasonable opportunity to arrange for alternative counsel. Reasons for the Firm's withdrawal might include, without limitation, Client breach of any of the terms of the engagement letter, this Engagement Memorandum or the Firm's billing and collection policy.

As to document retention, the Firm reserves the right to destroy or otherwise dispose of materials in your Client file within a reasonable time after termination of an engagement. Thus, subject to ethical requirements and provisions of law applicable to Client documents, the Firm will have no obligation to retain files relating to the Firm's engagement beyond a reasonable period of time sufficient to permit a Client to request documents from the Firm.

Form **1094-C**

Department of the Treasury
Internal Revenue Service

Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

▶ Go to *www.irs.gov/Form1094C* for instructions and the latest information.

☐ CORRECTED

OMB No. 1545-2251

2020

Part I Applicable Large Employer Member (ALE Member)

1 Name of ALE Member (Employer)		2 Employer identification number (EIN)
3 Street address (including room or suite no.)		
4 City or town	5 State or province	6 Country and ZIP or foreign postal code
7 Name of person to contact		8 Contact telephone number
9 Name of Designated Government Entity (only if applicable)		10 Employer identification number (EIN)
11 Street address (including room or suite no.)		
12 City or town	13 State or province	14 Country and ZIP or foreign postal code
15 Name of person to contact		16 Contact telephone number

For Official Use Only

17 Reserved . . . . ☐

18 Total number of Forms 1095-C submitted with this transmittal . . . . . . ▶

19 Is this the authoritative transmittal for this ALE Member? If "Yes," check the box and continue. If "No," see instructions . . . . ☐

Part II ALE Member Information

20 Total number of Forms 1095-C filed by and/or on behalf of ALE Member . . . . . . ▶

21 Is ALE Member a member of an Aggregated ALE Group? . . . . . . ☐ **Yes** ☐ **No**

If "No," do not complete Part IV.

22 Certifications of Eligibility (select all that apply):

☐ **A.** Qualifying Offer Method ☐ **B.** Reserved ☐ **C.** Reserved ☐ **D.** 98% Offer Method

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete.

▶ Signature ▶ Title ▶ Date

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 61571A Form **1094-C** (2020)

Part III ALE Member Information—Monthly

		(a) Minimum Essential Coverage Offer Indicator		(b) Section 4980H Full-Time Employee Count for ALE Member	(c) Total Employee Count for ALE Member	(d) Aggregated Group Indicator	(e) Reserved
		Yes	No				
23	All 12 Months	☐	☐			☐	
24	Jan	☐	☐			☐	
25	Feb	☐	☐			☐	
26	Mar	☐	☐			☐	
27	Apr	☐	☐			☐	
28	May	☐	☐			☐	
29	June	☐	☐			☐	
30	July	☐	☐			☐	
31	Aug	☐	☐			☐	
32	Sept	☐	☐			☐	
33	Oct	☐	☐			☐	
34	Nov	☐	☐			☐	
35	Dec	☐	☐			☐	

Part IV **Other ALE Members of Aggregated ALE Group**

Enter the names and EINs of Other ALE Members of the Aggregated ALE Group (who were members at any time during the calendar year).

Name	EIN	Name	EIN
36		51	
37		52	
38		53	
39		54	
40		55	
41		56	
42		57	
43		58	
44		59	
45		60	
46		61	
47		62	
48		63	
49		64	
50		65	

600120

Form **1095-C**

Department of the Treasury
Internal Revenue Service

Employer-Provided Health Insurance Offer and Coverage

▶ Do not attach to your tax return. Keep for your records.

▶ Go to *www.irs.gov/Form1095C* for instructions and the latest information.

☐ VOID

☐ CORRECTED

OMB No. 1545-2251

2020

Part I Employee

1 Name of employee (first name, middle initial, last name)

2 Social security number (SSN)

3 Street address (including apartment no.)

4 City or town

5 State or province

6 Country and ZIP or foreign postal code

Applicable Large Employer Member (Employer)

7 Name of employer

8 Employer identification number (EIN)

9 Street address (including room or suite no.)

10 Contact telephone number

11 City or town

12 State or province

13 Country and ZIP or foreign postal code

Part II Employee Offer of Coverage

Employee's Age on January 1

Plan Start Month (enter 2-digit number):

	All 12 Months	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
14 Offer of Coverage (enter required code)													
15 Employee Required Contribution (see instructions)	$	$	$	$	$	$	$	$	$	$	$	$	$
16 Section 4980H Safe Harbor and Other Relief (enter code, if applicable)													
17 ZIP Code													

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 60705M

Form **1095-C** (2020)

Instructions for Recipient

You are receiving this Form 1095-C because your employer is an Applicable Large Employer subject to the employer shared responsibility provisions in the Affordable Care Act. This Form 1095-C includes information about the health insurance coverage offered to you by your employer. Form 1095-C, Part II, includes information about the coverage, if any, your employer offered to you and your spouse and dependent(s). If you purchased health insurance coverage through the Health Insurance Marketplace and wish to claim the premium tax credit, this information will assist you in determining whether you are eligible. For more information about the premium tax credit, see Pub. 974, Premium Tax Credit (PTC). You may receive multiple Forms 1095-C if you had multiple employers during the year that were Applicable Large Employers (for example, you left employment with one Applicable Large Employer and began a new position of employment with another Applicable Large Employer). In that situation, each Form 1095-C would have information only about the health insurance coverage offered to you by the employer identified on the form. If your employer is not an Applicable Large Employer, it is not required to furnish you a Form 1095-C providing information about the health coverage it offered.

In addition, if you, or any other individual who is offered health coverage because of their relationship to you (referred to here as family members), enrolled in your employer's health plan and that plan is a type of plan referred to as a "self-insured" plan, Form 1095-C, Part III, provides information about you and your family members who had certain health coverage (referred to as "minimum essential coverage") for some or all months during the year. If you or your family members are eligible for certain types of minimum essential coverage, you may not be eligible for the premium tax credit.

If your employer provided you or a family member health coverage through an insured health plan or in another manner, you may receive information about the coverage separately on Form 1095-B, Health Coverage. Similarly, if you or a family member obtained minimum essential coverage from another source, such as a government-sponsored program, an individual market plan, or miscellaneous coverage designated by the Department of Health and Human Services, you may receive information about that coverage on Form 1095-B. If you or a family member enrolled in a qualified health plan through a Health Insurance Marketplace, the Health Insurance Marketplace will report information about that coverage on Form 1095-A, Health Insurance Marketplace Statement.

TIP *Employers are required to furnish Form 1095-C only to the employee. As the recipient of this Form 1095-C, you should provide a copy to any family members covered under a self-insured employer-sponsored plan listed in Part III if they request it for their records.*

Additional information. For additional information about the tax provisions of the Affordable Care Act (ACA), including the individual shared responsibility provisions, the premium tax credit, and the employer shared responsibility provisions, visit *www.irs.gov/ACA* or call the IRS Healthcare Hotline for ACA questions (800-919-0452).

Part I. Employee

Lines 1–6. Part I, lines 1–6, reports information about you, the employee.

Line 2. This is your social security number (SSN). For your protection, this form may show only the last four digits of your SSN. However, the employer is required to report your complete SSN to the IRS.

Part I. Applicable Large Employer Member (Employer)

Lines 7–13. Part I, lines 7–13, reports information about your employer.

Line 10. This line includes a telephone number for the person whom you may call if you have questions about the information reported on the form or to report errors in the information on the form and ask that they be corrected.

Part II. Employer Offer of Coverage, Lines 14–17

Line 14. The codes listed below for line 14 describe the coverage that your employer offered to you and your spouse and dependent(s), if any. (If you received an offer of coverage through a multiemployer plan due to your membership in a union, that offer may not be shown on line 14.) The information on line 14 relates to eligibility for coverage subsidized by the premium tax credit for you, your spouse, and dependent(s). For more information about the premium tax credit, see Pub. 974.

1A. Minimum essential coverage providing minimum value offered to you with an employee required contribution for self-only coverage equal to or less than 9.5% (as adjusted) of the 48 contiguous states single federal poverty line and minimum essential coverage offered to your spouse and dependent(s) (referred to here as a Qualifying Offer). This code may be used to report for specific months for which a Qualifying Offer was made, even if you did not receive a Qualifying Offer for all 12 months of the calendar year. For information on the adjustment of the 9.5%, visit IRS.gov.

1B. Minimum essential coverage providing minimum value offered to you and minimum essential coverage NOT offered to your spouse or dependent(s).

1C. Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your dependent(s) but NOT your spouse.

1D. Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your spouse but NOT your dependent(s).

1E. Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your dependent(s) and spouse.

1F. Minimum essential coverage NOT providing minimum value offered to you, or you and your spouse or dependent(s), or you, your spouse, and dependent(s).

1G. You were NOT a full-time employee for any month of the calendar year but were enrolled in self-insured employer-sponsored coverage for one or more months of the calendar year. This code will be entered in the *All 12 Months* box or in the separate monthly boxes for all 12 calendar months on line 14.

1H. No offer of coverage (you were NOT offered any health coverage or you were offered coverage that is NOT minimum essential coverage).

1I. Reserved for future use.

1J. Minimum essential coverage providing minimum value offered to you; minimum essential coverage conditionally offered to your spouse; and minimum essential coverage NOT offered to your dependent(s).

1K. Minimum essential coverage providing minimum value offered to you; minimum essential coverage conditionally offered to your spouse; and minimum essential coverage offered to your dependent(s).

1L. Individual coverage health reimbursement arrangement (HRA) offered to you only with affordability determined by using employee's primary residence location ZIP code.

1M. Individual coverage HRA offered to you and dependent(s) (not spouse) with affordability determined by using employee's primary residence location ZIP code.

1N. Individual coverage HRA offered to you, spouse and dependent(s) with affordability determined by using employee's primary residence location ZIP code.

1O. Individual coverage HRA offered to you only using the employee's primary employment site ZIP code affordability safe harbor.

1P. Individual coverage HRA offered to you and dependent(s) (not spouse) using the employee's primary employment site ZIP code affordability safe harbor.

1Q. Individual coverage HRA offered to you, spouse and dependent(s) using the employee's primary employment site ZIP code affordability safe harbor.

1R. Individual coverage HRA that is NOT affordable offered to you; employee and spouse or dependent(s); or employee, spouse, and dependents.

1S. Individual coverage HRA offered to an individual who was not a full-time employee.

1T. Reserved for future use.

1U. Reserved for future use.

1V. Reserved for future use.

1W. Reserved for future use.

1X. Reserved for future use.

1Y. Reserved for future use.

1Z. Reserved for future use.

(Continued on page 4)

Part III **Covered Individuals**

If Employer provided self-insured coverage, check the box and enter the information for each individual enrolled in coverage, including the employee. ☐

	(a) Name of covered individual(s) First name, middle initial, last name			(b) SSN or other TIN	(c) DOB (if SSN or other TIN is not available)	(d) Covered all 12 months	(e) Months of coverage Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
18						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
19						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
20						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
21						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
22						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
23						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
24						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
25						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
26						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
27						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
28						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
29						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
30						☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

Instructions for Recipient *(continued)*

Line 15. This line reports the employee required contribution, which is the monthly cost to you for the lowest-cost self-only minimum essential coverage providing minimum value that your employer offered you. For an individual coverage HRA, the employee required contribution is the excess of the monthly premium based on the employee's applicable age for the applicable lowest cost silver plan over the monthly individual coverage HRA amount (generally, the annual individual coverage HRA amount divided by 12). See the Instructions for Forms 1094-C and 1095-C for more details. The amount reported on line 15 may not be the amount you paid for coverage if, for example, you chose to enroll in more expensive coverage such as family coverage. Line 15 will show an amount only if code 1B, 1C, 1D, 1E, 1J, 1K, 1L, 1M, 1N, 1O, 1P, or 1Q is entered on line 14. If you were offered coverage but there is no cost to you for the coverage, this line will report "0.00" for the amount. For more information, including on how your eligibility for other healthcare arrangements might affect the amount reported on line 15, visit IRS.gov.

Line 16. This code provides the IRS information to administer the employer shared responsibility provisions. Other than a code 2C, which reflects your enrollment in your employer's coverage, none of this information affects your eligibility for the premium tax credit. For more information about the employer shared responsibility provisions, visit IRS.gov.

Line 17. This line reports the applicable ZIP code your employer used for determining affordability if you were offered an individual coverage HRA. If code 1L, 1M, or 1N was used on line 14, this will be your primary residence location. If code 1O, 1P, or 1Q was used on line 14, this will be your primary work location. For more information about individual coverage HRAs, visit IRS.gov.

Part III. Covered Individuals, Lines 18–30

Part III reports the name, SSN (or TIN for covered individuals other than the employee listed in Part I), and coverage information about each individual (including any full-time employee and non-full-time employee, and any employee's family members) covered under the employer's health plan, if the plan is "self-insured." A date of birth will be entered in column (c) only if an SSN (or TIN for covered individuals other than the employee listed in Part I) is not entered in column (b). Column (d) will be checked if the individual was covered for at least one day in every month of the year. For individuals who were covered for some but not all months, information will be entered in column (e) indicating the months for which these individuals were covered.

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

MEMORANDUM

DATE: Dec.2, 2020 to Dec.14, 2020

TO: City Council

FROM: Peter Williams, City Manager

RE: City Managers' Report

EOC- EOC Director, HR and I met with Ak. DHSS to discuss the vaccine and vaccinations related to the COVID-19 virus. A list City's employees were submitted to HSS. From that list we submitted a list of employees who were willing to be vaccinated. At the time of this report the state hasn't created a list of who will be on the list 1A, Police and Fire Depts. and 1B, hopefully those employees in the Water and Sewer Enterprise Fund.

FEMA- We are asking FEMA for funds to pay for the cost of those who must quarantine and for distributing food. The Funds that are being used may not be available after Dec. 30. This is short term solution, month too month and only if the" State Mandates" are issued. I think they meant State Emergency Order #4. FEMA also mentioned that they were unclear if we were legally mandated to provide the services and if not, would we qualify for funding. Waiting for FEMA to decide to discuss this with us again, Meanwhile we have created a budget modification in case we decide to pay for some of these services ourselves.

Incentive Program- FEMA will not pay for this program. We have forwarded a budget modification to council to be to continue this program.

Planning Dept. We are working on the documentation needed for the COB too transfer too ONC the property that the ONC Multipurpose Building sits on. Asked the Planning Director to create a lot that would allow for parking for the number rated occupants of the building. We will need a survey and appraise of the property.

Finance Dept. – Carmen Jackson is working too finalize capital expenditures and tying the last three years budget too actuals for all capital expenditures. This involves providing detail information, documents, to the GL Accountant. Same procedure is used during an audit. The data will be re-complied for a year ending, January, budget revision. Employees are learning the basics of their positions. Three training sessions are scheduled for Caselle related to Payroll, Accounts Payable and Payroll. Cross training has been progressing and there will be a slight change in positions as the accountants start to perform tasks that will differ from the tasks their normally perform. Brown Jug and Gold Rush Liquors have had there payments recorded in correct GL accounts.

POLICE DEPT.

With two incidents involving shots being fired by the officers on back too back weekends, last week has been an emotional one for our police officers. I hope the victim heals from his wounds and receives professional help moving forward. The Alaska Bureau of Investigation will oversee the investigation. These kinds of incidents are really hard on the Departments morale.

City Managers Daily Log

Dec 2 –Discuss payment of alcohol tax with Gold Rush Liquors and Finance Dept. I ask for a review for the allocation for the pool. It seems like that allocation needed updating. -Reviewed comments about cookie sales in the Aquatic Ctr parking lot and a suggestion to open the pool. I still feel a uncomfortable opening the Aquatic Ctr. – Received an email from Queryon about the tablets that will be used by the W&S drivers to help with keeping track of their routes. They are requesting a Project Kickoff meeting sometime in January with Queryon.

Dec 3 – Emailed CA information about the IRS - 1094 and IRS -1095 forms. – Discussed tracking the Remote Sales Tax with the Finance Dept. – Requst to transfer the electrical service from the City to the Winter House. Discussed this with the PW Dept. – Explained what the " short lived assts " are to the finance dept. – Help out with Wells Fargo positive pay –

Dec. 4 – There were two citizens' complaints that I dealt with; one I needed the CA helped with a overdue water bill. Signing check requests and checks- Signed an engagement letter with MBWL LLP to send a letter to the IRS concerning the City's late filing of 1094-C and 1095- C forms. These forms exempt our employees from paying a penalty for not having health insurance. – Met with our health insurance broker the Wilson/Alera Group who will help to bring us back into compliance with the IRs. – Met with the Business Recovery Program to discuss a few applicants that had some issues the first time around.

Dec 7- Tele-conferenced with Grant Manager and FEMA regarding applying for funds to be able to continue distributing food to the non-congregate shelters and to provide shelter for those in quarantine. Its doubtful that FEMA will fund the Incentive Program. – Received list of employees enrolled at TSPC and Primera. The will be forwarded to CXC to file with the IRS. for forms 1095 C and 1094 c.- Reviewed with the PW Director some of the W&S budgets that when compared to expenditures that do not seem to make sense. – Reviewed Open Gov and Clear Gov budget programs and I recommend Clear Gov. The City clerk has been searching for a program to enhance our budget presentation and make the budget process easier to do. – Looked at one billing dispute regarding the port. – The finance dept. sent the Municipal Debt Summary Statement and Muni Tax Questionnaire to the Acting State Assessor. – Met with FEMA to seek approval to apply for funds for non-congregate housing.

Dec 8 Approved training for Finance Dept. personnel. – Reviewed IM for City Council, Log Cabin Report, grievance, responded to FEMA request to notify them that the City will apply for funds regarding non-congregate sheltering and food distribution. - Reviewed delinquent account procedures with the finance dept. –

Dec. 9- Reviewed AM 20-58, Myers Farm and AM 20-60, CAG Grant with the Grant Manger- Wells Fargo credit card dispute sent to the Finance Dept. – Sent the IRS letter regarding delinquent filings of our 1094 and 1095 C forms. – Forward Press Release too Council members – Arrange for a Zoom meeting for employees to provide information about the vaccinations for the virus. – Combs Insurance informed us that we will receive $220,000 from unused workers compensation expenses. We believe this is due to positions that have been unfilled. – Discussed with the Planning dept. what was needed to facilitate the transfer of City property too ONC. – Sent Agnew Beck

Dec- 10 Disused expensing the Cares Act Funds with the Finance Dept, Grant Manger and the Public Works Director. Requested invoices for all Capital Projects. Instructed that the wages for the employees of the Police and Fire Dept be transferred from First National Bank to Wells Fargo. The expense for wages for these two departments amount too Instructed HR to send a ZOOM link sent to us by YKHC about the COVID-19 vaccine and vaccinations to all employees

Dec. 11 – AML DOT&PF Zoom meeting to discuss future funding and Regional Planners. -Zoom meeting regarding a program for our budgets with a company called Questica. I think a program like this would allow us to develop and report our budgets in a efficient manner. The program allows for electronically communications between Administration and Departments without passing paper back and forth. The program would be big help for Council and Administration to develop and communicate our fiscal year's budget and make changes easier. – Attended the Business Recovery Grant meeting. We approved –

Dec 14 – Discussed the Police shooting with the Police Chief. Contacted YKHC behavioral health. -Sat in on a teleconference with FEMA to discuss a grant for non- congregate shelter and food distribution. -

City of Bethel, Alaska

City Clerk's Office

Council Meetings
January 5, 2020 Special City Council Meeting
January 12 and 26 Regular City Council Meetings

Week of November 29, 2020

- The City Clerk's Office has spent hours meeting with vendors and sitting through demonstrations in an effort to identify a cloud-based budget development and review process that will allow for improved efficiencies in all areas of the budget development/review/adoptions and implementation but also a solution that would be economical for the organization over the coming years. After a detailed review of three like solutions, the City Clerk's Office presented findings, recommendations, and associated Action memorandum to Administration for consideration.
- Met with Administration to discussion project continuation of the non-congregate shelter payment (if necessary as they are currently being funded by YKHC) and the meal delivery to quarantine patients. It was determined we will utilize FEMA grant reimbursements for the continued payment of the meal delivery program and may use that grant reimbursement for non-congregate sheltering as well if necessary.
- Researched sales tax questions and applicable exemptions for businesses for the Finance Department.
- Reached out to Administration requesting memos from department managers to designate a records coordinator to discuss updates to the records retention schedule.

Week of December 6, 2020

- Met with DOT and the City Attorney to review and obtain clarification of Certificated Air Carrier.
- Responded to the monthly survey request for non-congregate shelters
- Created a Zoom instruction page and updated the City's website and Facebook events to include more clear instructions in the participation of council meetings and committee/commission meetings. We have additionally faced complications with some of the phone numbers used to dial in. The City Clerk's Office has again requested the recorders to include all of these phone numbers in their distribution of meeting material.
- Created Zoom instructions for publication in the Delta Discovery.
- Participated in the AML CARES Act closeout meeting.

Week of December 13, 2020

- Conducted training to ex officio members to ensure packet material and meeting information are properly applied to the City's website.
- Coordinated the delivery of candy to frontline healthcare employees and associated thank you cards from community youth.
- City manager round two interview questions.
- Reviewing line-item budget detail for the City Clerk's Office to ensure the expenditures related to CARES Act and the response to the COVID-19 pandemic are appropriately charged to CARES and not the General Fund.

cityclerk@cityofbethel.net
907-543-1384

- Arranged Audit and Budget Training for Council, Department Heads and Staff January 27th or 28th.

<u>Documents</u>

- Ordinance Log Cabin Disposal.
- Ordinance Public Utility Land Designation (cleanup, drafted by C. Dan).
- AM to negotiate and execute agreement with Questica for cloud-based budget solution.
- Amendment No. 2 to Bethel Community Services Foundation.
- AM Bethel City Council Calendar of Regular Meetings.
- AM Authorizing the appointment of members to committee and commissions.
- Emergency Ordinance updates 20-37, 20-38, 20-39, 20-40.

cityclerk@cityofbethel.net
907-543-1384

CITY COUNCIL
ZOOM REGULAR MEETINGS

To prevent additional spread of COVID-19, the City's public meetings are being held through conference participation, we are not meeting in person. If you would like to participate in a City Council Meeting, you may do so by phone or by video call on your smart phone or computer. We have detailed instructions available on our website www.cityofbethel.org.

2nd TUESDAY OF THE MONTH
MEETING ID: 953 2768 4506
MEETING PASSCODE: 419164

4th TUESDAY OF THE MONTH
MEETING ID: 961 5520 6634
MEETING PASSCODE: 419164

PHONE **no internet required/audio only*: After dialing, you will be prompted to enter a Meeting ID and Passcode to connect to the meeting.
(253) 215 8782 or (877) 853 5257 US Toll-free
*6 to mute/unmute & *9 to virtually raise hand

COMPUTER **uses internet/may use video*: After connecting to Zoom site, you will be prompted to enter Meeting ID and Passcode to connect to the meeting.
https://zoom.us/join