

CITY OF BETHEL

City Council Meeting Agenda, January 12, 2021 – 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

Join Zoom Meeting

<https://zoom.us/j/95327684506?pwd=LzdFaGtUZGtrTUVkZ0U1Z2lONUhuUT09>

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+1 312 626 6799 US (Chicago)

877 853 5257 US Toll-free

888 475 4499 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

Meeting ID: 953 2768 4506

Passcode: 419164

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

4.1. Notice: Public Testimony By Email Will Be Accepted.

Too Qualify, It Must:

1) Be Emailed To cityclerk@cityofbethel.net By 4pm The Day Of The Meeting.

2) Specifically Request That It Is To Be Read At People To Be Heard.

3) Contain The Full, Real Name Of The Person Sending It.

Note: Depending On The Amount Of Emails Received, The Mayor May Summarize The Content Of The Email.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

Posted January 6, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Deputy City Clerk

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

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

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

- 6.1. *12-22-2020 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

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

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

- 9.1. Public Hearing 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)
- 9.2. Public Hearing 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)
- 9.3. Public Hearing Of Budget Ordinance 20-12(f): Amending The City Of Bethel Fiscal Year 2021 Budget-Slide Back Conversion (Interim City Manager Williams)
- 9.4. Public Hearing 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. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 21-01: To Enter Into A Subdivision Agreement With Tumak Enterprises, LLC For Providing Required Subdivision Public Improvements-Tanqik Subdivision (Planning Commission)
- 10.2. *Introduction Of Budget Ordinance 20-12(h): Amending The City Of Bethel Fiscal Year 2021 Budget- Public Works Admin-Streets And Roads-Property Maintenance-Landfill-Bethel Heights Water Treatment Plant-Short Lived Assets-Hauled Water And Sewer-Community Services-Information Technology Services-Administration-Police Department (Interim City Manager Williams)
- 10.3. *Resolution 21-01: City Of Bethel Priorities For The SFY 2022 State Of Alaska Capital Budget (Interim City Manager Williams)
- 10.4. *AM 21-01: Re-Appointment Of Committee/Commission/Board Member For A Term Of Three Years. Lorin Bradbury-Planning Commission (Mayor DeWitt)
- 10.5. *Personal Leave-City Attorney- 12/24/2020, 12/30/2020, and 12/31/2020 (Mayor DeWitt)

11. REPORTS

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

12. COUNCIL MEMBER COMMENTS

Posted January 6, 2020 at City Hall, AC Co., Swanson’s, and the Post Office.

Kevin Morgan, Deputy City Clerk

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

13. EXECUTIVE SESSION

- 13.1. In Accordance With AS 44.62.310(C)(1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity; (4) Matters Involving Consideration Of Government Records That By Law Are Not Subject To Public Disclosure- YK Fitness Center, Construction Issues Pending Litigation Bethel Services Inc. And Bethel Native Corporation (Mayor DeWitt)
- 13.2. 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 January 6, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Deputy City Clerk

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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on December 22, 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 Conrad McCormick (telephonically) City Council Member Mark Springer (telephonically) City Council Member Alyssa Leary (telephonically) City Council Member Rose Henderson (telephonically) Vice-Mayor Haley Hanson (telephonically) Mayor Michelle DeWitt (telephonically) City Council Member Perry Barr (telephonically) <i>arrived after roll call at 7:32 p.m.</i>
Members Absent:
Also in attendance were the following:
Interim City Manager Peter Williams (telephonically), City Clerk Lori Strickler (telephonically), City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Susan Taylor- Spoke in favor of taxing sugar sweetened beverages. Would like the public to vote on it. Provided an explanation of what the Lion's Club does and the partnerships that help support their operations which include meal distribution.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval of Consent Agenda and Regular Agenda.

Moved by: | Haley Hanson
Seconded by: | Mark Springer

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

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *12-7-2020 Special City Council Meeting

Passed on the consent agenda.

Item 6.2. - *12-8-2020 Regular City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission/Board Agendas And Meeting Minutes

Port Commission, Council Member Springer- A meeting has not been held.

Planning Commission, Vice-Mayor Hanson- Review and approved the Tanqik subdivision agreement which will be presented to the City Council next meeting.

Community Action Grant Technical Review Board, Council Member- No one available to provide a report.

Parks, Recreation, Aquatic Health and Safety Center Committee, Mayor DeWitt- The committee provided a recommendation to the City Council to approve a park name and discussed Pinky's Park lighting and the gym feasibility study.

Finance Committee, Council Member McCormick- A meeting will be held on December 28th. The committee has two vacancies.

Public Works Committee, Council Member Leary- Had no regular meeting due to a problem with the packet. The next meeting will be on the 20th of January. The committee has openings if the public is interested in joining.

Public Safety and Transportation Commission, Council Member Henderson- No meeting since last meeting. Next meeting is January 6th. If you are interested in

serving on the commission, please apply.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

10. NEW BUSINESS

Item 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)

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 20-37.

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

Item 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)

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor DeWitt closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 20-38.

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

Item 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)

Mayor DeWitt opened the Public Hearing.

No one present to be heard.

Mayor Dewitt closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 20-39.

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

Item 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)

Mayor DeWitt opened the Public Hearing.

if no one,

Mayor Dewitt closed the Public Hearing.

Main Motion: Adopt Emergency Ordinance 20-40.

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

Results: | Motion Carries

Item 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)

Passed on the consent agenda.

Item 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)

Passed on the consent agenda.

Item 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)

Passed on the consent agenda.

Item 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)

Passed on the consent agenda.

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

Passed on the consent agenda.

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

Main Motion: Approve AM 20-62.

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

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

Main Motion: Approve AM 20-63.

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

Item 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)

Main Motion: Approve AM 20-64.

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

Item 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)

Passed on the consent agenda.

Item 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)

Mayor DeWitt declared a conflict of interest as she is the director of Bethel Community Services Foundation.

Motion to rule that Mayor DeWitt has a conflict of interest on this agenda item.

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

Mayor DeWitt did not take part in voting or discussing this item of business. Vice-Mayor Hanson presided over this part the meeting.

Main Motion: Approve AM 20-66.

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

Primary Amendment: to strike "\$500,000" and insert "200,000".

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

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

Passed on the consent agenda.

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

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Council Member Barr joined at 7:32 p.m.

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor DeWitt- Wanted to share to the public that the Parks, Recreation Aquatic Health and Safety Center Committee, is polling to name the park across from the First National Bank, please submit ideas. On the week of the 27th, we will celebrate frontline healthcare appreciation week.

Vice-Mayor Hanson-Encouraged people to watch the Search and Rescue reports on the river. Encouraged people to get vaccinated when they get a chance to.

Council Member Barr- Encouraged people to watch the Search and Rescue reports on the ice road; this warm weather may prevent safe access to the river. Stop the spread of the virus. Merry Christmas.

Council Member Leary- Shout out to Bill Arnold, Gary Watson and everyone else that helped make the Santa tour of Bethel happen. If you are not sure if you want to get the vaccine, take the time to learn about your options and become educated.

Council Member Springer- Listen to the town hall meeting hosted by YKHC; it is important to still wear masks, and respect the physical distancing. Happy first day of summer.

Council Member Henderson- Thanked everyone involved in getting the Santa tour set up. Reminded people that even though the vaccine is being distributed, it doesn't mean we can let our guard down. We still need to wear our masks and physical distance. Stay home if you can. Thanked Miss Strickler and Mr. Williams for their hard work. Wished everyone a Merry Christmas, please keep your circles small.

Council Member McCormick-Thanked the healthcare workers for all their hard work distributing the vaccines all around the Delta. Thanked everyone that came out and received their vaccine and showing that this has been researched and is safe.

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 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. Those Attending Are Council, Clerk Strickler, and City Attorney Bakalar.

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

14. ADJOURNMENT

Main Motion: Adjournment.

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

Meeting ended at 8:12 p.m.

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Planning Commission

December 10, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held virtually via Zoom on December 10, 2020. The Chair of Commission, Kathy Hanson called the meeting to order at 6:45 PM.

II. ROLL CALL: The following were present for roll call: Kathy Hanson, Lorin Bradbury, Alex Wasierski, Shadi Rabi, Scott Campbell, Stanley Hoffman Jr., and Haley Hanson. Also present was Ted Meyer, City Planner, and Pauline Boratko, Recorder and Tanqik Representatives: Chris Manke and Brent Latham. Excused absence: John Guinn

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

IV. APPROVAL OF THE AGENDA:

MOVED:	Lorin Bradbury	Motion to approve the agenda.
SECONDED:	Scott Campbell	
VOTE ON MOTION	Unanimous	

V. APPROVAL OF THE MINUTES:

MOVED:	Lorin Bradbury	Motion to approve the regular meeting minutes from November 12, 2020
SECONDED:	Scott Campbell	
VOTE ON MOTION	Unanimous	

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 Meridian, 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 99559 Purpose: Tanqik Subdivision Agreement review and recommendation by the Planning Commission

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

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

<i>Chair of the Commission, Randy Hanson, opened up the public hearing.</i>		
MOVED:	Shadi Rabi	Motion to move into public hearing
SECONDED:	Lorin Bradbury	
VOTE ON MOTION	unanimous	

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

City Planner Ted Meyer gave his introduction and recommends the approval of Resolution 20-05, accepting the Tanqik Subdivision Agreement.

Testimony by Interested Parties

Chris Manke- supports the approval of the Tanqik Subdivision Agreement

Brent Latham- Support the approval of the Tanqik Subdivision Agreement.

Deliberation took place amongst commissioners.

MOVED:	Scott Campbell	Motion to approve Resuolution 20-05 accepting the Tanqik Subdivision agreement
SECONDED:	Shadi Rabi	
VOTE ON MOTION	6 yes; 0 no: motion passes	

Chair Kathy Hanson closed the public hearing.

- B. Discussion regarding short term rentals in Residential Zone: Commissioners discussed short term rentals in the residential zone and formed a sub-committe.

VIII. UNDFINISHED BUSINESS:

IX. PLANNERS REPORT: Ted gave his report.

X. COMMISSIONERS COMMENTS:

Kathy Hanson- no comment.

Lorin Bradbury- Im glad we are working on these things.

Alex Wasierski- no comment.

Shadi Rabi- no comment.

Scott Campbell- no comment.

Stanley Hoffman Jr.-no comment.

Haley Hanson- I think forming a subcommittee is preferably.

XI. ADJOURNMENT:

MOVED:	Haley Hanson	Motion to adjourn the meeting.
SECONDED:	Shadi Rabi	
VOTE ON MOTION	Unanimous	

With no further business, the meeting adjourned 7:44 pm

APPROVED THIS ____ DAY OF _____, 2020

Kathy Hanson, Chair

ATTEST: Pauline Boratko, Recorder

DRAFT



City of Bethel Police Dept.

PO Box 809
Bethel, AK 99559
Office| 907-543-3781 Fax| 907-543-5086

PUBLIC NOTICE **REGULAR MEETING OF THE** **PUBLIC SAFETY & TRANSPORTATION COMMISSION** **Wednesday, January 06, 2021 –6:30 p.m.** **300 STATE HIGHWAY – CITY COUNCIL CHAMBERS** **AGENDA**

<u>**ALL PUBLIC MEETINGS OF THE CITY OF BETHEL**</u> <u>**WILL BE HELD VIRTUALLY**</u>	
<u>Members</u> Nicholai Joekay <i>Chair</i> Rose Henderson <i>Council Representative</i> Madelene Reichard Theresa Quiner Melanie Fredericks Douglas Boyer	To join this meeting, follow these instructions: Website: https://zoom.us/j/89436496412?pwd=eEo4OFllSWd1dkVvemtNY2tPeTZSQTO9 Toll Free: 833 548 0276 US Toll-free 833 548 0282 US Toll-free 877 853 5257 US Toll-free 888 475 4499 US Toll-free Meeting ID: 894 3649 6412 Passcode: 385146 I. CALL TO ORDER II. ROLL CALL III. PEOPLE TO BE HEARD IV. APPROVAL OF AGENDA V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF December 02 VI. UNFINISHED BUSINESS A. Election of Vice Chair for Commission VII. NEW BUSINESS A. Election of Chair for Commission B. Possible Date Change for Commission (<i>Rose Henderson</i>) C. Set Date for Public Hearing BMC Code 5.20.030 D. Brainstorm and Evaluate 2021 Commission Body Goals/Tasks/Priorities (<i>Rose Henderson and Chiefs</i>) E. Discussion and Review Budget for BFD-BPD (<i>Rose Henderson</i>) VIII. CHIEFS' COMMENTS Fire Chief Chief of Police IX. TRANSPORTATION INSPECTOR'S REPORT X. COUNCIL REPRESENTATIVE'S COMMENTS XI. COMMISSION MEMBER'S COMMENTS <i>Jesslyn McGowan</i> _____ Jesslyn McGowan, Recorder POSTED on December 30th, 2020 POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE DEPT. Next Public Safety and Transportation Commission Meeting will be <u>February 03, 2021</u>
<u>Ex-Officio Members</u> Richard Simmons <i>Police Chief</i> Daron Solesbee <i>Acting Fire Chief</i> Jesslyn McGowan <i>Recorder</i>	



City of Bethel

Committees and Commissions

Recommendation to City Council

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

Committee/Commission: PRAHSC Committee	Chairman: Brian Lefferts
Date Submitted:	Council Rep: Michelle DeWitt
Issue: Many of the City-owned parks are declared unnamed.	
Recommendation: This committee recommends naming the park across from the Lion's Club "Riverview Park" after receiving feedback from the public.	

Passed unanimously by the PRAHSC Committee on December 21, 2020.

Received by: _____
Date: _____



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 Works Committee	Chairman: Gary Decossas
Date Submitted:	Council Rep: Alyssa Leary
Issue:	
Recommendation: We recommend that when acquiring the "Polk" Road, to direct the Planning Commission to rename the road to "Uamuralria" via resolution. Uamuralria is the Native name of Lucy Polk, the mother of Warren, Earl, Jason, and Vincent Polk.	

Passed unanimously by the Public Works Committee on November 18, 2020.

Received by: _____
Date: _____

City of Bethel, Alaska

Finance Committee Minutes

December 28th, 2020

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Finance Committee was held on December 28th, 2020 at 6:30 p.m. at the City Hall Council Chambers in Bethel, Alaska.

II. ROLL CALL

The following members were present: Conrad McCormick (ZOOM MEETING) Marybeth Whalen (ZOOM MEETING) Dave Trantham Jr. (Telephonically)

Also in attendance were the following: Carmen Jackson (Carmen Jackson CPA, LLC.) Damon Oscar (Recorder)

A MEETING WAS NOT HELD DUE TO A LACK OF QUORUM

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES

VI. SPECIAL ORDERS OF BUSINESS

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

IX. EX OFFICIO MEMBER REPORT

X. FINANCE COMMITTEE MEMBERS COMMENTS

XI. ADJOURNMENT

Robert Ray, Vice Chair

ATTEST:

Damon Oscar, Recorder

City of Bethel

Finance Committee Agenda

Monday December 28th, 2020 – 6:30 p.m.

Council Chambers, City Hall-300 State Highway



Joni Beckham
Finance Committee Chair
Term Ends 2021

Robert Rey
Finance Committee Vice Chair
Term Ends 2021

Conrad McCormik
City Council Representative
Term Ends 2020

David Trantham, Jr.
Finance Committee Member
Term Ends 2020

VACANT
Finance Committee Member
Term Ends XXXX

Marybeth Whalen
Finance Committee Member
Term Ends 2021

Heather Kanuk
Finance Committee
Alternate Member
Term Ends 2021

VACANT
Alternate Member
Term Ends XXXX

Carmen Jackson
Interim Contract
Finance Director
543-1376
carmenjackson@cpa.com

Damon Oscar
Recorder
543-3150
doscar@cityofbethel.net

All City of Bethel Meetings will be held virtually.

Join Zoom Meeting

<https://zoom.us/j/94852607519?pwd=MVE2RndPM0VvZnA5bGljYis5M0kzUT09>
Meeting ID: 948 5260 7519
Passcode: 240694

Dial by your location

Find your local number: <https://zoom.us/u/aqslhNRGn>
Meeting ID: 948 5260 7519
Passcode: 240694

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD Ten minutes per person

IV. APPROVAL OF AGENDA

a) Regular Finance Committee Meeting 12/28/2020

V. APPROVAL OF MINUTES

a) 09/28/2020
b) 10/26/2020

VI. SPECIAL ORDERS OF BUSINESS

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

IX. EX OFFICIO MEMBER REPORT

a) Carmen Jackson, Carmen Jackson CPA, LLC.

X. FINANCE COMMITTEE MEMBER COMMENTS

XI. ADJOURNMENT

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

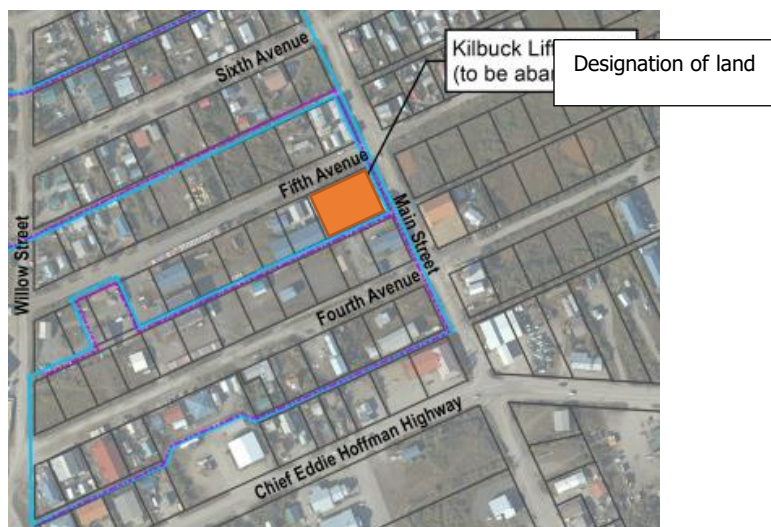
WHEREAS, the City of Bethel is expanding water and sewer lines from Bethel Heights Water Treatment Plant to users within the Avenues neighborhood;

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 oversight 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;

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

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.

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

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

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

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

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

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

City of Bethel, Alaska

Ordinance 20-12(g)
1 of 3

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

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)

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

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, ALASKA
Ordinance No. 21-01

**AN ORDINANCE BY THE BETHEL CITY COUNCIL TO ENTER INTO A
SUBDIVISION AGREEMENT WITH TUMAK ENTERPRISES, LLC FOR
PROVIDING REQUIRED SUBDIVISION PUBLIC IMPROVEMENTS**

WHEREAS, the Planning Commission approved the Preliminary Plat for the Tsikoyak Subdivision (now called Tanqik Subdivision) on July 13, 2017, consisting of 10 lots on 4.67 acres;

WHEREAS, Bethel Municipal Code (BMC) 17.04.067 authorizes the City of Bethel to enter into a Subdivision Agreement with the Subdivider;

WHEREAS, this Subdivision Agreement is enforceable by each party and is effective only if recommended by the Planning Commission by resolution and approved by the City Council by a non-code ordinance;

WHEREAS, this Subdivision Agreement provides a clear roadmap of the requirements of the Subdivider, to ensure compliance with required public improvements, easements, and rights-of-way as specified in BMC Title 17;

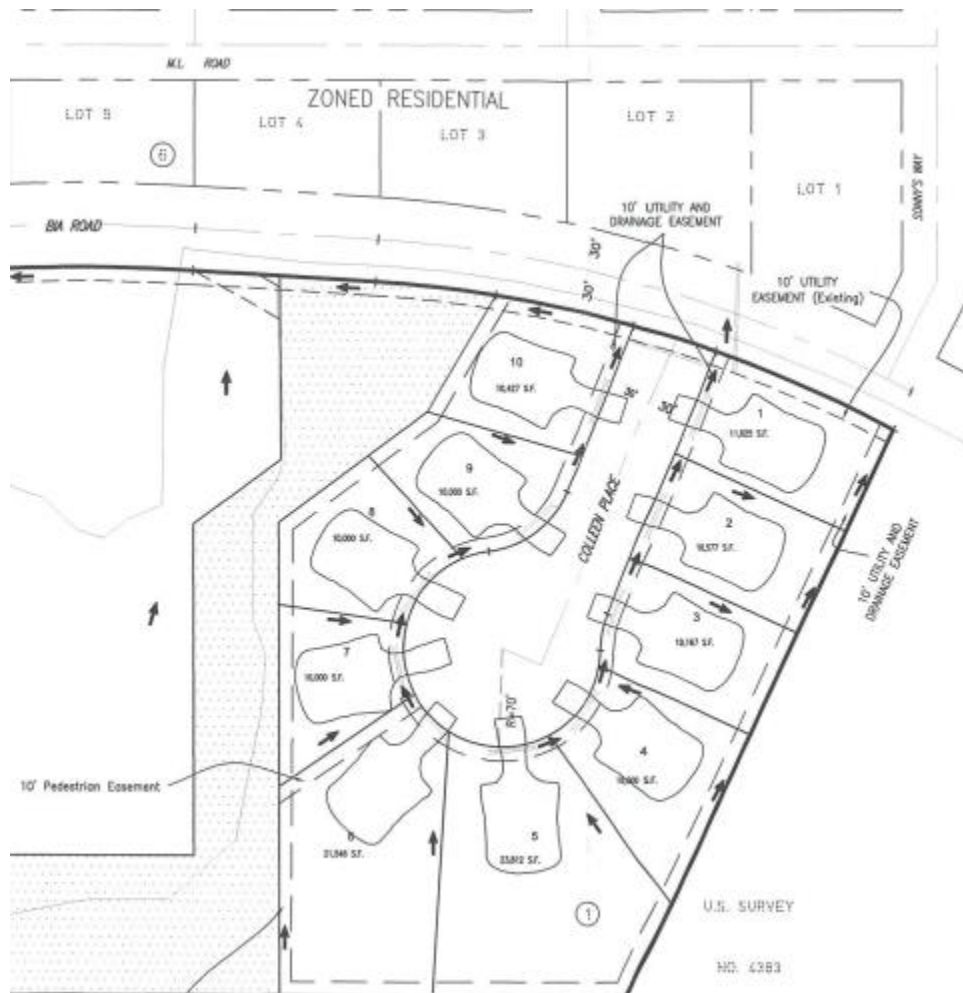
WHEREAS, this Subdivision Agreement assures the Subdivider that it may proceed with subdividing the specified parcel depicted herein and described in the Subdivision Agreement, in accordance with existing standards and requirements of BMC Title 17 (Subdivisions), and not be subject to changes in such standards and requirements before the subdivider receives unconditional approval of the final plat;

WHEREAS, the Subdivider seeks the City's non-objection to a final plat for this subdivision pursuant to BMC 17.04.067. In consideration of the City's non-objection to a final plat for the subdivision, the Subdivider agrees to construct and install the improvements described in the Subdivision Agreement in accordance with all the terms, conditions, and specifications outlined in that Agreement;

WHEREAS, the Planning Commission reviewed and approved the content of the proposed Subdivision Agreement during a public hearing on December 10, 2020 by a vote of 6 – 0, and therefore recommends that the City enter into

Introduced by: Planning Commission
Introduction Date: January 12, 2021
Public Hearing Date: January 26, 2021
Action:
Vote:

the Subdivision Agreement with Tumak Enterprises, LLC for the Tanqik Subdivision;



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

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

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 17.04.67, the City Council approves the terms of the Subdivision Agreement contained within, between the City of Bethel and Tumak Enterprises, LLC.

Introduced by: Planning Commission
Introduction Date January 12, 2021
Public Hearing Date: January 26, 2021
Action:
Vote:

SUBDIVISION AGREEMENT

Tanqik Subdivision

The City of Bethel (hereinafter the City) a municipal corporation, and Tumak Enterprises, LLC (hereinafter Developer) enter into the following agreement this _____ day of _____ 2021.

Tumak Enterprises, LLC, Nunaniq, LLC J/V owner of Tanqik Subdivision, executes this Agreement. It is understood that the Developer is a Limited Liability Company, and that the person who executes the Agreement on behalf of the Developer does so in the capacity of an authorized member and warrants that he has the authority to execute this Agreement on behalf of the Developer. The parties to this Agreement shall accept notices at the following addresses:

Developer

Tumak, LLC
PO Box 2841
Bethel, AK 99559

City of Bethel

City of Bethel
Legal Department
PO Box 1388
Bethel AK 99559

The real property, which is the subject of this Agreement (hereinafter the Subdivision) is located in the City of Bethel and is described as follows:

A subdivision of Tract A and Open Space, Tsikoyak Subdivision (Plat #96-18) situated within Section 12. Township 8 North, Range 72 West, Seward Meridian containing 11.92 Acres (more or less) in the Bethel Recording District.

The legal description was taken from the preliminary plat for the Subdivision and may be subject to change after the recording of the final plat. Developer agrees that no change shall be detrimental to the City in enforcing the terms of this Agreement.

Under the terms of an existing ordinance to regulate and ensure the orderly subdivision and development of land in the City of Bethel, Alaska, known as the Bethel Subdivision Ordinance (Chapter 17 of the Bethel Municipal Code (BMC)), it is provided that before the final plat of a subdivision is approved for recordation, all physical improvements required by said ordinance for the land so subdivided shall have been installed therein,

City of Bethel, Alaska

Ordinance #21-01
3 of 34

except that in lieu of actual installation of said physical improvements, the subdivider shall enter into an agreement with bond or other security in an amount equal to the total cost of such improvements guaranteeing that the improvements will be installed within a designated length of time.

Installation of said improvements has not been completed and the Developer desires to enter into said Agreement and furnish bond or other security so that the aforesaid plat may be approved for recordation.

The Developer seeks the City's non-objection to a final plat for the subdivision pursuant to BMC, section 17.04.067. In consideration of the City of Bethel's non objection to a final plat for the subdivision, the Developer agrees to construct and install the improvements described below in accordance with all the terms, covenants and conditions of this agreement and to the specifications outlined by the City or the party named herein:

- ☐ Circulation System (Roads). All cul-de-sacs, corners, and dead ends to have sufficient turning radius, turnarounds, and hammerheads to meet Fire Department requirements for larger apparatus.
- ☐ Complete Streets – Compliance
- ☐ Drainage (in conformance with Army Corp and City requirements)
- ☐ Dedicated dumpster easements with fill (dumpsters provided by City)
- ☐ Electrical Power Lines & telecommunications lines and Easements (as approved by AVEC, United Utilities and/or GCI)
- ☐ Graveled and compacted Streets
- ☐ LED Street Lighting
- ☐ Property Numbering and Street Names
- ☐ Recreation and Open Space Dedications. The open space must be usable space within the subdivision.
- ☐ Street Signs
- ☐ Zoning
- ☐ Other: Water & Sewer- Developer will utilize the existing City of Bethel Haul system. Recommend the City require 1000 gallon tanks in the site approval package.
- ☐ Other: US Army Corp of Engineers Permit POA-2019-00161 approved Sept 26, 2019

- ☐ Other: The Developer shall not sell any lots until the Developer has obtained written permission from the Bureau of Indian Affairs (BIA) and provided a copy of same, to Bethel of Public Works and the City's Engineer.
- ☐ Other: All construction shall be in accordance with the plan set that is reviewed and approved by the City of Bethel Public Works and the City's Engineer.

The Developer estimates the cost of the improvements to be \$ 230,000 (Two hundred and thirty thousand dollars.

The Developer agrees to attach an up-to-date work schedule for completing all of the above improvements as an Exhibit A to this Agreement:

Exhibit A: Work Schedule

(required prior to Site Plan Permit issuance)

Exhibit B: Quality Control Plan

(required prior to Site Plan Permit issuance)

Exhibit C: Cost Estimate for Road improvements

(required prior to Site Plan Permit issuance)

Exhibit D: Cost estimate for power (AVEC)

(required prior to Site Plan Permit issuance)

Exhibit E: Insurance Requirements

(required prior to Site Plan Permit issuance)

Developer acknowledges that although the City requires construction and installation of these items, that the Developer is solely liable for the cost thereof.

ARTICLE I

GENERAL PROVISIONS

1.1 Application of Article.

Unless this Agreement expressly provides otherwise, all provisions of these articles apply to every part of this Agreement.

1.2 **Permits, Laws and Taxes**

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

1.3 **Relationship of Parties**

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor or other agent of the Developer be deemed an agent, employee or partner of the City, or otherwise than, in the case of the Developer, an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City. The Developer shall notify all of its contractors and subcontractors of the provisions of this section.

1.4 **Engineer's Relationship to City**

Notwithstanding section 2.8 or any agreement whereby the City reimburses the Developer's engineering costs, an engineer retained by the Developer or the City to perform work under this Agreement shall not be deemed an agent, partner or contractor of the City, or otherwise associated with the City.

1.5 **Developer's Responsibility**

The Developer shall be solely responsible for the faithful performance of all terms, covenants and conditions of this Agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition thereof.

1.6 **Allocation of Liability**

The Developer shall indemnify (to include paying all costs of defense, including without limitation, actual attorney's fees) and hold the City harmless from any claim, action, or demand arising from any act or omission related to this Agreement in whole or in part, of the Developer, its agents, employees or contractors. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements.

1.7 **Disclaimer of Warranty**

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship, or structure for any purpose.

1.8 Non-Discrimination

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification, marital status, age or any other basis prohibited by law or ordinance.
- B. In selling or leasing property or improvements in the subdivisions, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification, marital status, age, or any other basis prohibited by law or ordinance.

1.9 Cost of Documents

All plans, reports, drawings, electronic data, and other documents that this Agreement requires the Developer to provide the City shall be furnished at the Developer's expense.

1.10 Public Utilities

- A. Any public utility service contemplated by this Agreement need be provided only to areas where the service is not prohibited by the Regulatory Commission of Alaska and applicable law. All utility service shall conform to the rules, regulations and tariffs of the Regulatory Commission of Alaska.
- B. If the Regulatory Commission of Alaska disallows any utility service by the City following the execution of this Agreement, the provision of the disallowed service shall be deleted from the requirements under this Agreement without affecting any other part thereof. The disallowance shall not be grounds for any claim, action or demand against the City.
- C. Any public utilities shall be granted any necessary easements.

1.11 Time of the Essence

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant and condition of this Agreement.

1.12 **Assignment**

- A. Except insofar as subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13 or at law or in equity.
- B. The Developer may assign its interest or delegate its duties under this Contract:
 - 1. To the extent that Article 9 or the Uniform Commercial Code requires that assignments of contract rights be allowed.
 - 2. To contractors and subcontractors, subject to Section 1.5.
 - 3. As expressly permitted in writing by the City.

1.13 **Default: City's Remedies**

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors;

Or

 - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or if the failure requires more than thirty (30) days to cure, the Developer fails within thirty (30) days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default, the City may do any one or more of the following:

1. Terminate the Agreement without liability for any obligation maturing subsequent to the date of termination;
2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) days' notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs thus incurred from any payment then or thereafter due the Developer from the City, whether under this Agreement or otherwise.
3. Exercise its rights under any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including, but not limited to, an action for injunction and civil penalties.

1.14 **Non-Waiver**

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 **Interpretation**

- A. Each document incorporated by reference herein is an essential part of this Agreement and any requirement, duty, or obligation stated in one document is as binding as if in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
 1. Documents-

Article II of this Agreement titled "Improvement Construction Standards and Procedure", and Article III of this Agreement titled "Acceptance of Improvements."
 2. Article I of this Agreement titled "General Provisions."

3. Any other document incorporated herein by reference.

1.16 **Effect of Standard Specifications**

The standard specifications of the City of Bethel Municipal Code in effect at the time this Agreement is executed are incorporated by reference as minimum construction standards for performance under this Agreement. All performance by Developer shall be done in a good and workman-like manner with the warranty that all work and improvements (to include the engineering thereon) are fit for the ordinary purpose for which such work and improvements are used.

1.17 **Amendment**

The parties may amend this Agreement, only by written agreement, signed by both parties and appended hereto.

1.18 **Jurisdiction – Choice of Law**

Any civil action arising from this Agreement shall be brought and tried in the Superior Court for the Fourth Judicial District of the State of Alaska at Bethel. The law of the State of Alaska shall govern the rights and duties of the parties under this Agreement.

1.19 **Severability**

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of the Agreement.

1.20 **Integration**

This instrument and any writings incorporated by reference herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether oral or written, between the parties hereto concerning the subject matter of this Agreement.

1.21 **Responsibility for Claims**

In addition to Developer's duties contained in Section 1.5 above, Developer shall indemnify (to include paying all costs of defense, including without limitation,

actual attorney's fees) and hold harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act of omission, neglect or misconduct of said Developer; or from any claims or amounts arising or recovered under the Alaska "Worker's Compensation Act," or any other law, order, or decree; and in the event of suit or suits, action or actions, claim or claims for injuries or damages, Developer's surety shall be held until the aforesaid shall have been settled and suitable evidence to that effect furnished to the City.

1.22 **No Contract Rights in Third Parties**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injury or property damage pursuant to the terms or provisions of this Agreement.

1.23 **Definitions**

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Acceptance" – by the City means a determination that an improvement meets municipal or state standards, and does not refer to accepting a dedication of the improvement by the Developer.
- B. "City" – for the purposes of administering this Agreement, means the City Manager or their designee.
- C. "Improvements" – means all work the Developer is required to perform under this Agreement.
- D. "Municipal Improvements" – means improvements to be dedicated to the City or to the public, or improvements operated and controlled by the City.

1.24 **Developer's Duties Run with the Land; Memorandum of Agreement**

The duties of the Developer run with the land for the benefit of the City. Upon executing this Agreement, the parties shall execute and the City may record the Memorandum of Subdivision Agreement.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURE

2.1 Recording of Final Plat.

The City will not approve the final plat for the subdivision until the Developer has submitted, and the City has approved the performance guaranty required by Section 2.2 and the Developer has complied fully with Sections 2.8 through 2.14.

2.2 Performance Guaranty

A. The Developer shall guaranty for the sole benefit of the City that the Developer will perform its obligations under this Agreement. The guaranty shall be in one of the forms specified by Sections 2.3, 2.4 or 2.5. During the term of this Agreement, the Developer may, with the written consent of the City, substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified by Sections 2.3, 2.4, 2.5 and 2.6.

B. Amount of Guaranty:

1. The guaranty shall be in an amount equal to the estimated cost of all improvements, which shall be computed as follows. The Developer shall submit for the City's approval a cost estimate for each improvement required by this Agreement. The Cost Estimate shall be completed as outlined in Section 2.10 Cost Estimate. The estimated cost of all improvements shall be the sum of the approved estimated cost of constructing each improvement, plus an overrun allowance upon that sum as follows:

Total Estimated Cost of

Constructing Improvements: \$230,000.00	Overrun Allowance <u>\$46,000</u>
\$0 to \$500,000	20%
\$500,001 to \$1,000,000	15%

\$1,000,001 +

10%

2. If the City finds that increases in construction costs between the time the City approves the estimated improvement costs under 1 of this subsection and the time the improvements are completed, have rendered the approved estimated improvement costs unreasonably low; or if said costs are unreasonably low for other substantial cause, the City may require the Developer to increase the performance guaranty to an amount equal to an approved estimated cost of all improvements based upon current construction costs.
- C. If the Developer is not in default under this Agreement, the City may allow a reduction in the amount of the performance guaranty, or the amount secured thereby, not exceeding the difference between the estimated cost of all improvements and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that amount of the performance guaranty, or the amount secured thereby, always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.9.
- D. As soon as one of the following occurs, the City shall release any performance guaranty that has not been used or encumbered under Section 1.13:
 1. The final acceptance of all improvements and the posting of a warranty guaranty as provided in Section 3.8; or
 2. The expiration of the warranty period as provided in Section 3.9A.

2.3 **Bonds**

The Developer may provide a performance bond and a labor and material bond from a company qualified by law to act as a surety in the State of Alaska. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal. The surety must be rated by A.M. Best as an A or B surety.

2.4 **Escrow**

The Developer may deposit cash in an escrow with a bank qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

2.5 **Letter of Credit**

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The Developer may cause a bank qualified to do business in the State of Alaska to issue an irrevocable letter of credit or loan commitment agreement to the City as beneficiary. The letter of credit or loan commitment agreement shall be in a form approved by the City.

2.6 **Deed of Trust**

The Developer may grant the City a first deed of trust on real property located in the City to secure the estimated cost of all improvements. The City will accept the first deed of trust if (1) the assessed value equals or exceeds the amount to be secured by the Deed of Trust and (2) the City obtains, at Developer's expense, a policy of title insurance from a recognized title company doing business in the State of Alaska, naming the City as insured beneficiary of the first deed of trust in the amount of the estimated cost of all improvements.

2.7 **Prerequisites to Construction**

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until the requirements of Sections 2.8 through 2.14 have been met and the City has delivered to the Developer the Notice to Proceed.

2.8 **Engineer**

A. The Developer shall retain an engineer registered as a professional engineer under the laws of the State of Alaska, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work, and preparing as-built data. The Engineer shall perform the work described herein in accordance with the City's recommended procedures for consulting engineers. The Engineer shall provide a true and correct copy of his certificate of registration to the City of Bethel Engineer. If the City requires work outside of the Agreement, the City will reimburse the Developer for any portion of the engineering costs based on the professional fee schedule that will be provided to the City Engineer.

B. The Engineer shall have the following insurance:

1. E&O insurance of at least Five Hundred Thousand (\$500,000) Dollars. The Engineer will maintain the E&O insurance for a period ending no later than two years after the completion of the work set out in the

Subdivision Agreement. The Engineer will maintain the E&O insurance for a period ending no later than two years after the completion of the work set out in the Subdivision Agreement. The Engineer will provide a true and correct copy of the E&O policy to the City Engineer

(Attachment E)

2. The Developer shall inform the City of the name and mailing address of the Engineer it has retained to perform the duties described in subsection A of this section, and agrees that notice to the engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this section.

2.9 Plans and Specifications

- A. The Developer shall submit to the City, in such form as the City may specify, all plans and specifications pertaining to the construction of the improvements.
- B. The Developer shall submit to the City proof that it has retained an engineer to perform the duties described in Section 2.8A.
- C. If the City Engineer requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications to the City Engineer.
- D. The City either in-house or through retained professionals, shall approve the plans and specifications as submitted or indicate to the Developer how it may modify them to secure approval within three (3) weeks from either [1] the submission of all plans and specification for the improvements; or [2] the payment of the deposit required upon plan submission under Section 2.10, whichever occurs later.

2.10 Cost Estimate

- A. The Developer shall submit for the City's approval a cost estimate for each improvement required by this Agreement. The cost estimate shall be provided by the Developer's Engineer and shall be based on final stamped and sealed plans and specifications **(Exhibit C)**.

2.11 Reserved

2.12 **Quality Control Program**

- A. The Developer shall submit to the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include at least the following:
 - (1) The frequency and type of all tests to be performed.
 - (2) A list of all persons who will perform tests and inspections.
 - (3) Procedures for coordinating testing and inspections with the City Engineer, and for providing advance notice to the City Engineer of all inspections and tests which the City Engineer shall witness.
- C. Procedures for reporting quality control activities including discoveries of deficiencies in the work.
 - (1) The Quality Control Program is attached as **Exhibit B**.

2.13 **Work Schedule**

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule.
- B. The work schedule shall include a progress chart of a suitable scale indicating the approximate percentage of work scheduled for completion at any given time. For each improvement the schedule shall indicate starting and completion dates for the following:
 - (1) Clearing, grubbing, removing overburden.
 - (2) Excavation, installation and backfill and 95% compaction for each utility to be installed by the Developer.
 - (3) Excavation, backfill and 95% compaction for street facilities.
- C. Work Schedule is attached as **Exhibit A**.

2.14 **Materials**

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

2.15 **Liability Insurance**

The Developer shall provide adequate proof that they have acquired the insurance **(Exhibit E)** as required and outlined below:

1. Indemnification:

Except for the sole negligence of the City and to the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the City and any applicable City contractors from any and all claims, demands, losses, and liabilities to or by any third party, including, but not limited to, costs, attorney's fees, expenses, and claims for any damages, contributions, or indemnifications arising from, resulting from, or connected to the Developer, it's agents, sub-contractors, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under Entitlement to recovery of costs, attorney's fees and expenses under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney's fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

2. Insurance:

The Developer shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by the City, such insurance as will protect the City from claims set forth below and others, which may arise out of or as a result of the Developer's operations under this Agreement, whether such operations are by the Developer or by a subcontractor or by anyone directly or indirectly employed by them, or by anyone whose acts any of them may

be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the Developer under this Agreement.

- A. Claims under worker's compensation, employer's liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this Agreement.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Developer's employees.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the Developer, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including mental anguish, death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the Developer's contractual obligations and assumption of liability under this Agreement.

Liability insurance shall include, at a minimum, all major divisions of coverage and be on a commercial general liability form including:

Premises/Operations Liability

Products/Completed Operations Liability

Personal/Advertising Injury Liability

Fire Damage Liability

Medical Payments

Per Project Aggregate Provision

B. The insurance required in this Agreement shall be written for not less than the limits listed in subsection (C), below, or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of completion, or termination of any insurance required to be maintained after Final Plat Approval by the City.

C. The insurance required in this Agreement, shall be written for not less than the following limits:

1. Worker's Compensation Insurance:

Statutory Requirements of the State of Alaska, and Employer

Liability Insurance limits of:

\$500,000 each accident

\$500,000 disease each employee

\$500,000 disease policy limit

2. Commercial General Liability Insurance: Form CG0001 04/13 or equivalent

\$1,000,000 Combined Single Limit of Liability per Occurrence

\$1,000,000 Personal/Advertising Injury Limit of Liability, per Occurrence

\$2,000,000 Annual General Aggregate Limit of Liability

\$2,000,000 Annual Products/Completed Operations Aggregate Limit of Liability

\$100,000 Fire Damage Limit of Liability Any One Fire

\$5,000 Medical Payment Limit on Any One Person

3. Commercial Automobile Liability Insurance: Form CA 0001 03/10 or equivalent

\$1,000,000 Combined Single Limit of Liability per Accident

For all Owned, Hired, and Non-Owned Vehicles

4. Commercial Excess Liability Insurance

\$4,000,000 Combined Single Limit of Liability per Occurrence

\$4,000,000 Annual Aggregate Limit of Liability

Excess of underlying Commercial General Liability Insurance, Commercial automobile Liability Insurance and employer Liability Insurance

5. Builder's Risk — Property Insurance

Special Form Coverage including the perils of Earthquake and Flood on a Builder's Risk Completed Value Form.

Deductible expense should be incurred by the Developer only, and shall not exceed two (2%) percent of the Subdivision Agreement Deposit.

Limit of insurance equal to the completed value of the building structure, including all additions, and alterations to the new or existing facilities.

The policy shall list the Developer, Contractor, Subcontractors, Engineers and Architects (if applicable) as a named insured, as their interest appears. This policy shall be secured at the expense of the Developer only. A copy of the policy will be delivered to the City, and any other insured entities at their request. This policy will remain in effect during, the entire term of the Subdivision Agreement.

- D. Worker's Compensation insurance and employer's liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employer's liability insurance shall contain a waiver of subrogation provision in favor of the City of Bethel.
- E. The commercial general liability insurance shall name the City of Bethel as an additional insured and contain a waiver of subrogation provision in favor of the City of Bethel.
- F. All liability insurance required of the Developer shall be primary. All liability insurance carried by the City of Bethel is declared to be excess and

noncontributory of any insurance carried by the Developer, its contractors or subcontractors.

- G. Developer's required insurance is subject to review and required adjustment by the City, which may require reasonable changes in the amounts and types of insurance based upon changes of risk. Developer shall be provided a written explanation for any such changes.
- H. Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any dirt work by the Developer. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the Developer with a copy to the City.

If any of the insurance policies required above are canceled for any reason, the Developer shall provide immediate notice to the City of the cancellation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancellation by the Developer.

Failure to maintain these insurance provisions required of the Developer or failure to immediately notify the City of Bethel of cancellation shall be considered a material breach of the Subdivision Agreement by the Developer.

2.16 **General Standard of Workmanship**

- A. The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the City and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.
- B. If in the course of construction conditions appear that in the exercise of reasonable engineering judgment require a modification of or substitution for approved materials, equipment, plans, specifications or contracts to meet a higher standard of performance, the Developer shall give written notice thereof to the City and, subject to the City's prior approval, make the modification or substitution.

- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this agreement in accordance with applicable statutes, ordinances and specifications.
- D. Developer will build the roads to the standards presently accepted by the City of Bethel Public Works Director or its designee.

2.17 **Work in Proposed Right-of-Way**

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City, and that will permit the City properly to schedule work that it will perform.

There is no allowed access to the City's public rights-of-way until the plat is approved and recorded.

2.18 **Surveyor**

All surveys required for the completion of improvement under this Agreement shall be made by a person registered as a professional land surveyor under the laws of the State of Alaska.

2.19 **Required Reporting**

A. Quality control.

1. The Developer shall submit to the City, regularly and promptly, written reports describing the results of all tests and inspections required by the quality control program, and all other tests and inspections which the Developer may make.
2. The Developer or Developer's authorized designee shall coordinate testing and inspections with the City and provide reasonable advance notice to the City of all tests and inspections which the City shall witness, as required by the approved quality control program. Developer shall provide in writing to the City a letter indicating the authorized designee.

B. Construction progress.

1. At such intervals as the City may require, the Developer shall enter on the approved work schedule progress chart the actual work progress to date, and immediately forward two (2) copies of the marked progress chart to the City.
2. If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's approval.
3. In addition to any other notice that this agreement may require, the Developer shall give the City reasonable notice prior to commencing each of the following:
 - a. Clearing and grubbing;
 - b. Completion of any excavation;
 - c. Installation of each utility;
 - d. Placement of backfill, or classified backfill;
 - e. First concrete pour;
 - f. First placement of leveling course;
 - g. First placement of gravel;
 - h. Compaction – streets (roads);

2.20 **Progress Payments**

The Developer shall pay his contractors all contract progress payments when due.

2.21 **Surveillance**

- A. The City may monitor the progress of the work and the Developer's compliance with this agreement, and perform any inspection or test which it deems necessary to determine whether the work conforms to this Agreement.

- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.19 the City may require, at the Developer's expense, retesting, exposure or previous stages of construction, or any other steps that the City deems necessary to determine whether the work conforms to this Agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.22 **Stop Work Orders**

- A. If the City determines there is a substantial likelihood that the Developer will fail to comply, or if the Developer does fail to comply, with this Agreement, the City may stop all further construction of all or some of the improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or its engineer of the order. In this section, "nonconforming construction" includes, by way of example and not by way of limitation, construction work for which the Developer failed to strictly comply with the requirements contained in Section 2.9, even though the constructed work passes the tests.
- B. A stop work order shall remain in effect until the City approves:
 - (1) Arrangements made by the Developer to remedy the nonconformity; and
 - (2) Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for an action or claim against the City, except for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this agreement the following provision:

The City of Bethel, pursuant to a Subdivision Agreement on file with the City Clerk and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the

Development Agreement. In the event that a stop work order is issued by the City of Bethel, the contractor immediately shall cease all work or all affected work at the City's discretion, and await further instructions from the Developer.

2.23 **Access**

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any of the work.

2.24 **Maintenance**

The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of the damaged improvement.

2.25 **Operation of Improvements Prior to Acceptance**

- A. Before the City accepts the improvements, the City may enter upon, inspect, control and operate any improvement if the City determines that such is necessary to protect the public health, safety and welfare.
- B. The action described in subsection A of this section shall not constitute the acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this agreement.

2.26 **Time**

- A. All improvements required by this Agreement shall be completed within two (2) years of the date of execution hereof.
- B. The Developer shall begin actual construction of improvements required under this Agreement in accord with the Developer's work schedule as approved by the City.
- C. If the Developer is delayed by an action or omission of the City not otherwise authorized under this Agreement, or by changes ordered in the work, labor disputes, fire, delays in transportation, casualties, or other cause which the City in its discretion determines to be adequate to justify the delay, the time

of completion of construction under this Agreement may be extended for a reasonable time which shall be determined by the City. No extension shall be granted unless the Developer gives notice in writing to the City within ten (10) days after the occurrence of the cause for delay. In the case of a continuing delay, only one notice is required.

ARTICLE III

ACCEPTANCE OF IMPROVEMENTS

3.01 Prerequisites to Acceptance

The City shall not accept the improvements until all the requirements of Sections 3.02 through 3.6.E have been met.

3.02 As-Built Drawings

Prior to the final inspection and certification under Section 3.05E, the Developer shall provide to the City one acceptable set of reproducible Mylar as-built drawings for each improvement and acceptable electronic data copy of each improvement drawing in an AutoCAD .DWG or .DWF or other format as specified by the City on media as specified by the City. The as-built drawings and electronic information shall be certified by a professional engineer registered under the laws of the State of Alaska to represent accurately the improvements as actually constructed.

3.03 Monuments

By signing the final Subdivision Mylar Plat for recording with the State recorder's office, the Professional Land Surveyor of record acknowledges that all Lot corners and boundary corners are set.

3.04 Certificate of Compliance

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed by the standard specifications of the City in effect at the time of this Agreement.

3.05 Conveyance of Easements and Rights-of-Way to City

The Developer shall convey to the City or the public, any easement, right-of-way or other property interest necessary to allow the City reasonable access to the

municipal improvements to operate, maintain, or repair the municipal improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 **Inspection**

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements, and any other work in dedicated easements or rights-of-way.
- B. The City shall inform the Developer, in writing, of any deficiencies in the work found in the course of its inspection.
- C. At its own expense, the Developer shall correct all deficiencies found by inspections under subsection A of this section. Upon receiving notice that the deficiencies have been corrected, the City shall re-inspect the improvements.
- D. The City may continue to re-inspect an improvement until the City is satisfied that the Developer has corrected all deficiencies in the improvement.
- E. After a final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards, and the Developer has furnished the as-built drawings and electronic data required by Section 3.2, the City shall notify the Developer that all improvements have been accepted.

3.07 **Consequences of Acceptance of Improvements**

- A. The City's final acceptance of the municipal improvements constitutes a grant to the City of all the Developer's right, title and interest in and to the municipal improvements.
- B. By accepting the municipal improvements under this Agreement, the City does not undertake to maintain any such improvement unless obligated to do so by applicable statute, ordinance, regulation or tariff.

3.08 **Developer's Warranty**

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship discovered no more than two (2) years from the date the City notifies the Developer of the acceptance of the

- improvements. This warranty shall cover all direct and indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City, or other person, caused by such failure or defect or in the course of the repairs thereof, and any increase in cost to the City of operating and maintaining a municipal improvement resulting from such failures, defects or damage.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in subsection B of this section, that the City takes any action, or omits to take any action authorized by this Agreement, including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.

3.09 **Warranty Guaranty**

- A. To secure the Developer's performance of the warranty under Section 3.8 the performance guaranty provided by the Developer under Section 2.2 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.3 through 2.5.
- B. The amount of the warranty guaranty shall be the percentage of the estimated cost of all improvements calculated pursuant to Section 2.2B, determined by the following table:

Estimated Cost of	Percent to
All Improvements	\$230,000
\$0 - \$500,000	10%
\$500,001 to \$1,000,000	7.5%
\$1,000,001 and over	5.0%

3.10 **City's Remedies Under Warranty**

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.8. Except in case of emergency, the City shall notify the Developer before conducting any tests or

inspections to determine the cause of the failure or defect, and shall notify the Developer of the results of all such tests and inspections.

- B. The Developer shall correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. Except that the City of Bethel may extend the 30-day period for unusual circumstances or inappropriate weather. The Contractor shall provide a written request, including detailed schedule, for any time extensions to be considered by the City of Bethel. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defect within the time allowed by subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill therefor, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, together with interest, costs and reasonable attorney's fees.

3.11 **Conditions of Reimbursement**

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement.
- B. Any reimbursement shall be subject to the approval of bonds and the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds except for payment of interest, nor shall such delay constitute a breach of this Agreement.
- C. The City may reimburse the Developer in installments, and in such event any unpaid balance shall bear interest at the rate paid on bonds sold to finance the reimbursement, or otherwise at three (3%) percent per annum simple interest.

3.12 **Completion of Performance: Release of Warranty.**

- A. The City shall inspect the improvements at or before the end of the warranty period, and before releasing any performance guaranty or warranty guaranty

Introduced by: Planning Commission
Introduction Date: January 12, 2021
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then in effect. The Developer shall correct any failure or defect in the work revealed by the inspection as required by Section 3.6.

- B.** On the Developer's apparent satisfactory performance of all its obligations under this Agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement. Such release of warranty shall not waive the City's rights against Developer for contract claims or tort claims. The Developer is required to post a performance guaranty under this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF BETHEL

DEVELOPER – Tumak LLC

Pete Williams

Interim City Manager

Brent Latham

Managing Member

ACKNOWLEDGMENT FOR DEVELOPMENT AGREEMENT

City's Acknowledgment

City of Bethel, Alaska

Ordinance #21-01
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STATE OF ALASKA)

) ss:

FOURTH JUDICIAL DISTRICT)

The foregoing Subdivision Agreement was acknowledged before me this _____ day of _____, 2021 by Pete Williams, Acting City Manager for the City of Bethel, Alaska, a municipal corporation organized and existing by virtue of the laws of the State of Alaska.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska

My Commission Expires: _____

Developer's Acknowledgment

City of Bethel, Alaska

Ordinance #21-01
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STATE OF ALASKA)

) ss:

FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _ day of _____2021, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Brent Latham Managing member of Tumak LLC, who is known to be the-Developer of Tanqik_Subdivision, organized and existing by virtue of the laws of the State of Alaska, which is named in the foregoing Subdivision Agreement and he acknowledged to me the execution thereof to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated he was fully authorized to execute said instrument.

WITNESS my hand and official seal the day and year last above written.

Notary Public in and for Alaska

My Commission Expires: _____

Introduced by: Planning Commission
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EXHIBITS

Exhibit A: Work Schedule

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

Exhibit B: Quality Control Plan

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

Exhibit C: Cost Estimate for Road Improvements

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

Exhibit D: Cost Estimate for Power (AVEC)

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

Exhibit E: Insurance Requirements

[REQUIRED PRIOR TO SITE PLAN ISSUANCE]

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

ENACTED THIS ___ DAY OF JANUARY 2021, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED

Michelle DeWitt, Mayor

ATTEST:

Lori Strickler, City Clerk

RESOLUTION
CITY OF BETHEL PLANNING COMMISSION
Resolution 20-05

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL TO ENTER INTO A SUBDIVISION AGREEMENT WITH TUMAK ENTERPRISES, LLC FOR PROVIDING REQUIRED SUBDIVISION PUBLIC IMPROVEMENTS.

WHEREAS, the Planning Commission approved the Preliminary Plat for the Tsikoyak Subdivision (now called Tanqik Subdivision) on July 13, 2017, consisting of 10 lots on 4.67 acres, and

WHEREAS, Bethel Municipal Code Section 17.04.067 authorizes the City of Bethel to enter into a Subdivision Agreement with the subdivider; and

WHEREAS, this Subdivision Agreement is enforceable by each party and is effective only if recommended by the Planning Commission by resolution and approved by the City Council by a non-code ordinance, and

WHEREAS, this Subdivision Agreement provides a clear roadmap of the requirements of the subdivider that will ensure compliance with required public improvements, easements, and right-of-ways specified in BMC Title 17.

WHEREAS, this Subdivision Agreement provides assurances to the Subdivider that they may proceed with the subdivision of a parcel in accordance with existing standards and requirements of BMC Title 17 (Subdivisions) and not be subject to changes in such standards and requirements before the subdivider receives unconditional approval of the final plat, and

WHEREAS, the Subdivider seeks the City's non-objection to a final plat for this subdivision pursuant to BMC, section 17.04.067. In consideration of the City of Bethel's non objection to a final plat for the subdivision, the Subdivider agrees to construct and install the improvements described in the Agreement in accordance with all the terms, conditions, and specifications outlined by the City, and

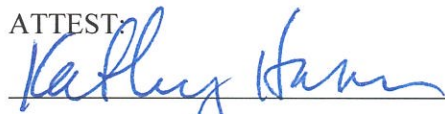
NOW THEREFORE IT BE RESOLVED the Planning Commission has reviewed the attached Subdivision Agreement and recommends approval by the City Council to enter into this Subdivision Agreement with Tumak Enterprises, LLC.

PASSED AND APPROVED BY THE BETHEL PLANNING COMMISSION by a duly constituted quorum on this 10th day of December, 2020.

City of Bethel Planning Commission Action:

Vote: In Favor: _____ Opposed: _____ Abstained: _____

ATTEST:



Kathy Hanson, Chair

Pauline Boratko

City of Bethel Planning Commission

Introduced by: Peter Williams, Interim City Manager
Introduction Date: January 12, 2021
Public Hearing Date: January 26, 2021
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 20-12 (h)

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 Administration Capital Expenditure budget line item 10-65-699, Shop Floor was created after budget ordinance 19-11(g) was approved for \$150,000 on October 22, 2019 and the second budget ordinance 19-11(o) was approved for an increase of \$500,000 on April 14, 2020;

WHEREAS, ordinance numbers 19-11(g) and 19-11(o) were not registered into Caselle, the City's budget application, for Fiscal Year 2020;

WHEREAS, Bethel Municipal Code 04.04.070 allows these funds to carry over into the next fiscal year;

WHEREAS, the original estimate for the project was \$650,000, there was 64,037 spent out of 10-65-699 in the FY2020 budget.

H-1 Public Works Admin				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-65-699	Public Works Admin Capital Expenditure – Shop Floor	0	585,963	585,963
10-39900	General Fund Undesignated Fund Balance	7,719,641	(585,963)	7,133,678

WHEREAS, Streets and Roads Capital Expenditure budget line item 10-66-69x, Water Truck is an annual lease payment of \$27,356, which did not carry over to fiscal year 2021;

Introduced by: Peter Williams, Interim City Manager
 Introduction Date: January 12, 2021
 Public Hearing Date: January 26, 2021
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WHEREAS, Streets and Roads Capital Expenditure budget line item 10-66-69x. STIP Match or Gravel for Roads was approved for \$500,000 in fiscal year 2020 budget and did not carry over into fiscal year 2021;

WHEREAS, ordinance number 20-12(e) was approved on October 27, 2020 and not registered into the budget or Caselle for Fiscal Year 2020;

WHEREAS, the total of \$835,004 was approved for this City project and these funds did not carry over into the next fiscal year;

H-2 Streets and Roads				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-66-69x	Streets and Roads Capital Expenditure – Water Truck	0	27,356	27,356
10-66-69x	Streets and Roads Capital Expenditure – STIP Match or Gravel for Roads	335,004 (FY21-12 E)	500,000	835,004
10-39900	General Fund Undesignated Fund Balance	7,133,678	(500,000)	6,633,678

WHEREAS, Property Maintenance Capital Expenditure budget line item 10-70-681, Boardwalk Lighting Project was created after budget ordinance 19-11(d) was approved for \$156,200 on October 22, 2019;

WHEREAS, these capital expense funds were not registered into Caselle for Fiscal Year 2020 and Bethel Municipal Code 04.04.070 allows these funds to carry over into the next fiscal year;

WHEREAS, Property Maintenance Capital Expenditure budget line item 10-70-697, City Hall Improvements was approved for \$1,500,000 in the fiscal year 2020 budget and did not carry over into fiscal year 2021;

WHEREAS, Property Maintenance Capital Expenditure budget line item 10-70-698, Scissor Lift was approved for \$18,138 in the fiscal year 2020 budget and did not carry over into fiscal year 2021;

H-3 Property Maintenance				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations

Introduced by: Peter Williams, Interim City Manager
 Introduction Date: January 12, 2021
 Public Hearing Date: January 26, 2021
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10-70-681	Property Maintenance Operating Expenditure – Boardwalk Lighting Project	0	87,889	87,889
10-70-697	Property Maintenance Capital Expenditure – City Hall Improvements	0	1,500,000	1,500,000
10-70-698	Property Maintenance Capital Expenditure – Scissor Lift	0	18,138	18,138
10-39900	General Fund Undesignated Fund Balance	6,633,678	(1,606,027)	5,027,651

WHEREAS, Landfill Operation Capital Expenditure budget line item 50-71-691, 953K Track Loader was approved for \$356,455 in the fiscal year 2020 budget and did not carry over into fiscal year 2021;

H-4 Landfill				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
50-71-691	Landfill Operation Capital Expenditure - 953K Track Loader	0	356,455	356,455
	Landfill Enterprise Fund Balance		(356,455)	

WHEREAS, Bethel Heights Water Treatment Facility Capital Expenditure budget line item 51-83-773, Bethel Heights Improvement was approved for \$70,000 in the fiscal year 2020 budget and did not carry over into fiscal year 2021;

H-5 Bethel Heights Water Treatment Plant				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
51-83-773	Bethel Heights Water Treatment Facility Capital Expenditure – Bethel Heights Improvement	0	27,094	27,094
	Water and Sewer Fund Balance	1,748,179	(27,094)	1,721,085

Introduced by: Peter Williams, Interim City Manager
 Introduction Date: January 12, 2021
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WHEREAS, Water Short Lived Assets were not included in the fiscal year 2021 budget, this fund is essential and is dedicated to the grant loan for the Avenues Project which requires \$312,740;

WHEREAS, Sewer Short Lived Assets were approved in the fiscal year 2021 budget for 376,120 and is dedicated to the grant loan for the Jetty Lagoon Project which requires \$385,820;

H-6 Short Lived Assets				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
	Water Short Lived Assets	0	312,740	312,740
	Sewer Short Lived Assets	376,120	9,700	385,820
	Water/Sewer Enterprise Fund Balance	1,721,085	(322,440)	1,398,645

WHEREAS, Hauled Water and Sewer Operating Expenditure budget line items 51-81-722 and 51-85-722 were not included in the approved fiscal year 2021 budget;

WHEREAS, it is requested that \$10,000 be added to each budget line item, totaling in \$20,000 taken out of the Water and Sewer Enterprise Fund and will be dedicated to the insurance deductible for Hauled Water and Sewer;

H-7 Hauled Water and Sewer				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
51-81-722	Hauled Water Operating Expenditure – Insurance-Ded Exp & Other	0	10,000	10,000
51-85-722	Hauled Sewer Operating Expenditure – Insurance-Ded Exp & Other	0	10,000	10,000
	Water/Sewer Enterprise Fund Balance	1,398,645	(20,000)	1,378,645

WHEREAS, Community Services Operating Expenditure budget line item 10-72-626, Senior Center – W/S/G did not include funds in the approved fiscal year 2021 budget;

WHEREAS, it is requested that \$4,000 from the fund balance be allocated to this line item to fulfill the duties outlined in the Memorandum of Understanding between the City of Bethel and Bethel Winter House;

WHEREAS, Community Services Operating Expenditure budget line item 10-72-755, Bethel Search and Rescue did not include funds in the approved fiscal year 2021 budget

Introduced by: Peter Williams, Interim City Manager
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and it is requested that \$20,000 from the general fund be allocated to this line item;

WHEREAS, the City of Bethel is a community organization that supports community-based search and rescue activities;

WHEREAS, Bethel Search and Rescue is a team of volunteers who respond to calls for help from missing persons in the Bethel area;

WHEREAS, Bethel Search and Rescue also provides assistance when requested by the Alaska State Troopers, Civil Air Patrol, Bethel Police Department, Village Police Safety Officers and other Search and Rescue teams from other communities surrounding Bethel;

WHEREAS, Bethel Search and Rescue is in search of funding for their 2021 operation to help in the purchasing of fuel, food for rescue mission volunteers, equipment and other necessary supplies to help aid in the effective rescue of people;

WHEREAS, Community Services Operating Expenditure budget line item 10-72-748, Donation-Ice Road Maintenance did not include funds in the approved fiscal year 2021 budget and it is requested that \$9,350 from the General Fund Combined Cash Account be allocated to this line item;

WHEREAS, Native Village of Napaimute Tribal Transportation Program (NVNTTP) is requesting financial support for the 2021 Kuskokwim Ice Road;

WHEREAS, the NVNTTP has determined the Bethel portion of the Ice Road is 17 miles, Half way to Napaskiak downriver and to Kwethluk/Akiachak Y upriver;

WHEREAS, the cost is \$220 per mile totaling \$3,740 the first time and \$110 per mile the second time totaling \$1870;

WHEREAS, the overall cost to plow once a month from February 2021 to May 2021 is \$9,350 to support this effort;

Introduced by: Peter Williams, Interim City Manager
 Introduction Date: January 12, 2021
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H-8 Community Services				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-72-626	Community Services Senior Center Bethel Winter House W/S/G	0	4,000	4,000
10-72-755	Community Services Bethel Search and Rescue	0	20,000	20,000
10-72-748	Community Services Donation – Ice Road Maintenance	0	9,350	9,350
10-39900	General Fund Undesignated Fund Balance	5,027,651	(33,350)	4,994,301

WHEREAS, Information Technology (IT) Services Capital Expenditures includes four Capital Expenditures totaling \$198,000;

WHEREAS, in the IT budget line item 10-55-690 includes an amount of \$198,000 that duplicates the four capital projects, Alworx Phone, Server Rotation, Office 365 and Server Rm Air Conditioning;

WHEREAS, Capital Expenditures 10-55-690 should be stricken from the fiscal year 2021 budget;

H-9 Information Technology Services				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-55-690	Information Technology Capital Expenditures – Capital Expenditures	198,000	(198,000)	0
10-39900	General Fund Undesignated Fund Balance	4,994,301	198,000	4,796,301

WHEREAS, Administration Personnel 10-51-508, Leave Cash Out was approved for \$5,100 in the fiscal year 2021 budget and is over expended by \$8,362;

WHEREAS, it is requested that this budget be increased by \$10,362 to balance mentioned expenditures;

H-10 Administration

Introduced by: Peter Williams, Interim City Manager
 Introduction Date: January 12, 2021
 Public Hearing Date: January 26, 2021
 Action:
 Vote:

Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-51-508	Administration Personnel - Leave Cash Out	5,100	10,362	15,462
10-39900	Undesignated Fund Balance	4,796,301	(10,362)	4,785,939

WHEREAS, the Police Department is deep cleaned once a week due to the Coronavirus-19;

WHEREAS, the Police Department was utilizing CARES Act Funding for cleaning services and those funds are no longer available;

WHEREAS, Police Department budget line item 10-61-669, Other Purchased Services was approved for \$25,800 and is expended at \$12,362;

WHEREAS, it is requested that this budget line item be increased by \$34,500 to account for services for the duration of January-June 2021;

H-11 Police Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-61-669	Police Department Operating Expenditure – Other Purchased Services	25,800	34,500	60,300
10-39900	General Fund Undesignated Fund Balance	4,785,939	(34,500)	4,751,439

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

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

 Michelle DeWitt, Mayor

ATTEST:

 Lori Strickler, City Clerk

City of Bethel, Alaska

Ordinance 20-12 (h)
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CITY OF BETHEL

Resolution # 21-01

CITY OF BETHEL PRIORITIES FOR THE SFY 2022 STATE OF ALASKA CAPITAL BUDGET

WHEREAS, the City of Bethel is proactively pursuing funds from Federal and State agencies, as well as private funding sources;

WHEREAS, the City partners with other entities, such as the local tribe, Orutsararmuit Native Council, to work collaboratively to meet resident and visitor needs;

WHEREAS, Bethel City government relies on various taxes and interest, charges for services, and licenses/permit fees to pay for major maintenance needs;

WHEREAS, City of Bethel water and sewer systems have been in the black for five years due to the annual 3% rate increase required by ordinance, water and sewer subscription rate fee collections, and short-lived asset funds set aside for repairs;

WHEREAS, as a hub community for 30,000 people living in the Yukon-Kuskokwim Delta region, the City of Bethel often supports projects and expenditures that benefit tens of thousands of Alaskans who do not reside in City limits;

WHEREAS, the Bethel City Council is a seven-member body elected by resident voters of Bethel to act in the best interest of the community and intends to exhibit transparency, oversight, and accountability for all funds awarded through this request;

WHEREAS, the priorities established herein are rank-ordered and vital to the well-being of the community and municipality of Bethel;

WHEREAS, a summary of the City of Bethel's priorities and requested funding amounts are listed in the following table:

Introduced by: Pete Williams, Interim City Manager
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City of Bethel Priorities	Request
1. New Public Works Building	\$36,400,000
2. Bethel Heights Water Loop A	\$9,024,803
3. Bethel Heights Water and Sewer Improvements	\$10,146,000
4. Yukon Kuskokwim Fitness Center Gym and Track	\$10,000,000
5. Dust Control Road Stabilization Measures	\$2,440,000
6. Bethel Heights Sewer Repairs	\$5,233,000
7. Water Pipes, Water Tank and Fill Station	\$7,870,600
TOTAL	\$81,114,403

#1	New Public Works Building	\$36,400,000
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WHEREAS, the City of Bethel relies on its 29,000 square foot Public Works Building to house water and sewer haul trucks, provide a full-service mechanic shop for the repair of gasoline and diesel vehicles (heavy equipment), storage and mechanic space for the Streets and Roads Division, a Property Maintenance Shop and storage area, administrative offices, and the City Planner's office;

WHEREAS, the Public Works Building was constructed in 1982 on creosote-soaked wood pilings and has exceeded its 30 year life expectancy;

WHEREAS, the 29,000 square foot building was constructed for a community of Bethel that contained 3,595 people living in 1,000 households on 15 miles of road;

WHEREAS, today, the City serves 6,259 people living in 1,920 households on 36 miles of roads--almost double the conditions found in 1983;

WHEREAS, BBFM Engineers, Inc. performed a structural and condition assessment on the Public Works Building in July 2019 and determined that some of the beam-to-girder connectors under the building have failed and "can no longer be relied upon to safely support vehicle loads;"

WHEREAS, after the glulam beams and girders supporting the floor were tested for rot and decay, BBFM engineers Troy Feller and Greg Latreille, concluded that 120 metal hangers, 12 glulam beams, and 5 girders should be repaired, replaced, or reinforced in the next 1-2 years;

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WHEREAS, the cost of the fixes recommended in the BBFM report could be as high as \$7 million;

WHEREAS, the City has poured a vast amount of funding into the building over the last ten years, including a \$1.5 million floor repair, a \$1 million boiler installation, and is prepared to spend \$1.2 million in summer 2021 to purchase and install a new backup generator and perform the immediate fixes recommended in the BBFM report;

WHEREAS, in summarizing the BBFM report and serving as the City's municipal engineer overseeing the assessment, Chase Nelson, recommends in a memorandum dated October 4, 2019, that the City go forward with its plans to spend \$1.5 million to replace the failed connectors, glulam beams, and girders, but points out that "the City eventually will need to replace the full facility, and needs to consider this as a long-term priority;"

WHEREAS, the City needs a new 52,000 square foot Public Works Building to effectively and efficiently deliver hauled water and sewer services to a growing population, maintain its water and sewer piped infrastructure that serves 420 properties, maintain and repair 18 miles of gravel road, maintain its 28 City-owned buildings, and repair/maintain its fleet of heavy equipment, SUVs, and pickup trucks;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$36,400,000 in its FY 2022 Capital Budget to fund a new Public Works Building for the City of Bethel;

#2	Bethel Heights Water Loop A	\$9,024,803
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WHEREAS, Bethel Heights Water Loop A, constructed in 1977, currently serves 150 residential and commercial customers;

WHEREAS, Loop A is 20,700 linear feet and has more water customer connections than Loop B;

WHEREAS, the galvanized steel water pipes are eleven years past their 30-year lifespan;

WHEREAS, engineer studies reveal that interior pipe galvanization has worn off, causing rust to form, sediment to clog the filters of homeowners, blocked

Introduced by: Pete Williams, Interim City Manager
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air valves, pipes to freeze when clogged, and brown water to be delivered occasionally to end-users;

WHEREAS, Engineers warned the City not to use its “high demand pump” to facilitate water flow to fire hydrants for fear that the rushing water from its use would cause a blow-out in the weakened pipe;

WHEREAS, the purchase and installation of HDPE pipe to replace Loop A and form Loop C would solve the problems identified for this section of Bethel Heights and last the community 50 years;

WHEREAS, the City needs a cash infusion to support this project because it is unable to tap Village Safe Water funds and United States Department of Agriculture funds for this project due to the lack of a dire sanitation need and the fact that the piped water is potable;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$9,024,803 in its FY 2022 Capital Budget to fund the reconstruction of Loop A.

#3	Bethel Heights Water and Sewer Improvements	\$10,146,000
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WHEREAS, Engineer firm DOWL generated a Preliminary Engineering Report (PER) and Environmental Report (December 2019) that evaluated the water and sewer systems in Bethel Heights Subdivision in Bethel;

WHEREAS, the Report considered six alternatives and recommended the construction of C-Loop, extension of the sewer system, and completion of spot repairs;

WHEREAS, the original gravity-fed sewer main was constructed in 1977 and has exceeded its expected 40-year useful life;

WHEREAS, according to the PER, “the age of the system has resulted in tangibly reduced reliability and performance, comparatively high and increasing cost of O&M, and an overall reduction in the safety of the system;”

WHEREAS, the City filed noncompliance notifications with the Alaska Department of Environmental Conservation during the last two winters for flushing open sections of frozen sewer pipe over the tundra—the only way to thaw the pipes;

Introduced by: Pete Williams, Interim City Manager
Date: January 12, 2021
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WHEREAS, the City of Bethel serves approximately 300 customers in Bethel Heights by piped water and sewer and 25 additional properties nearby are not connected to piped water and sewer, but are served by the truck haul system;

WHEREAS, the City has an opportunity to run new high density polyethylene water and sewer pipes to 25 homes in the Martina Oscar Subdivision adjacent to Bethel Heights and save \$200,000 a year in operation and maintenance;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$10,146,000 in its FY 2022 Capital Budget to fund the construction of C-Loop and sewer system improvements in Bethel Heights.

#4	Yukon Kuskokwim Fitness Center Gym & Track	\$10,000,000
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WHEREAS, the City of Bethel Multi-Use Recreation Facility Plan completed in 2005 identified a pool and full size gymnasium as the first and second most popular functions in a planned recreation facility;

WHEREAS, the City obtained Alaska State legislative capital funding in FY 2012 and constructed the Yukon Kuskokwim Fitness Center, a multipurpose recreational and training facility with a pool, fitness center, exercise room, locker rooms, and concession area;

WHEREAS, the citizens of Bethel voted to increase sales taxes by one-half percent to generate approximately \$500,000 and recommended that the City use the money to operate and maintain the facility, which it has done since inception;

WHEREAS, the YK Fitness Center was constructed with boilers, air handling system, and other features conducive to the addition of a gymnasium;

WHEREAS, the City of Bethel is investing \$75,000 of its money to go out to bid to hire a consultant to complete a feasibility study to support the gymnasium;

WHEREAS, the gym in the high school and Gladys Jung Elementary school are used almost exclusively for student activities, leaving no gym time for adults, children, and families;

Introduced by: Pete Williams, Interim City Manager
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WHEREAS, the community of Bethel desperately needs a gymnasium the whole community can use for basketball, volleyball, running, and indoor rock climbing;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$10,000,000 in its FY 2022 Capital Budget to fund a new gymnasium and running track for the City of Bethel;

#5	Dust Control Road Stabilization Measures	\$2,440,000
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WHEREAS, the community of Bethel is plagued by airborne dust from its gravel roads, which cause harm to individuals through inhalation, ingestion, and contact with eyes, ears, and skin;

WHEREAS, purchasing and applying several inches of D1 sharp-edged gravel to roads in Bethel helps compact dust and provide a conducive surface for motor vehicles;

WHEREAS, applications of calcium chloride and water to gravel roadways have proven to be effective dust control measures for Bethel, Alaska;

WHEREAS, the City wishes to purchase one new water spray truck to apply water to the dusty streets throughout the summer;

WHEREAS, the City must purchase and apply gravel and other emulsifiers in bulk quantities on its subdivision roads, which are currently underserved because the City has had to focus on its thoroughfares;

WHEREAS, the City has the heavy equipment, trained personnel, and operating costs in its budget to apply gravel, calcium chloride and other emulsifiers, and water to the City's roads, as needed;

WHEREAS, this project requires the purchase of \$2,000,000 of gravel, a \$190,000 water spray truck, \$150,000 to purchase several emulsifiers as part of a demonstration project, and \$100,000 worth of calcium chloride;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$2,440,000 in its FY 2022 Capital Budget to fund the Dust Control Measures project;

#6	Bethel Heights Sewer Repairs	\$5,233,000
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WHEREAS, DOWL engineer firm is on contract with the City of Bethel and published a preliminary engineering report on the Bethel Heights Water Distribution and Sewer Collection System (March 2020);

WHEREAS, the report identifies critical piped sewer spot repairs to be completed as part of the recommended Alternative 3 at a cost of \$5,233,000;

WHEREAS, the repairs are needed to address gravity-fed sewer pipes that have succumb to undulating ground movement that caused sunken pilings to no longer maintain a positive drainage grade;

WHEREAS, during the winter months, pipe sewer sections freeze solid, requiring the City to break open frozen sewer pipe sections, flush the contents onto the tundra, and reattach the pipes;

WHEREAS, City Public Works Department utility maintenance personnel file noncompliance notifications with the Alaska Department of Environmental Conservation each time a frozen sewer pipe is opened and thawed;

WHEREAS, repairs on the Bethel Heights sewer system include replacement of 3,600 linear feet of sewer main and 35 service line segments, and installation of additional pile supports;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$5,233,000 in its FY 2022 Capital Budget to fund the Bethel Heights Sewer Repairs project;

#7	Water Pipes, Water Tank and Fill Station	\$7,870,600
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WHEREAS, the City of Bethel truck drivers use six water haul trucks and six sewer haul trucks to carry water and evacuate sewage for 1,600 residential, commercial, and organizational facilities in Bethel six days a week;

WHEREAS, the City must fill its water haul trucks at one of two fill stations: Bethel Heights Water Treatment Plant or City Subdivision Water Treatment Plant;

WHEREAS, the City's two water treatment plants are located within a mile of each other, which makes the service less expensive to nearby subdivisions (City

Introduced by: Pete Williams, Interim City Manager
Date: January 12, 2021
Action:
Vote:

Subdivision, Hoffman Subdivision, Bethel Heights, and The Avenues), but exorbitant to serve far away subdivisions like Kasayuli, Larsen, Tundra Ridge, Ouivaq, and Ptarmigan Street;

WHEREAS, the cost to deliver water in Bethel is very high at \$29/1,000 gallons/mile;

WHEREAS, the high cost for water delivery is due to the limited amount of water that trucks can carry, the number of miles the trucks need to traverse to make deliveries and return to the water plant to refill, the time it takes for filling one truck at a time at City Subdivision Water Plant, the cost of diesel fuel for each vehicle, and the cost of wear and tear on each vehicle;

WHEREAS, the DOWL engineer firm is close to completing a concept paper to construct a new water pipe and 500,000 gallon water tank and boiler shack on City property along the highway;

WHEREAS, the construction of a new 500,000 gallon water tank would give the City three water tanks of equal size, providing a comfortable level of redundancy/backup for a population of 6,259;

WHEREAS, the construction of the fill station will lessen the City's burden to serve the Blue Sky Subdivision, a planned 83-lot housing development, located three miles away from the planned fill station site;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$7,870,600 in its FY 2022 Capital Budget to fund the Water Tank and Water Haul Truck Fill Station project;

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.	21-01		
Date action introduced:	January 12, 2021	Introduced by:	Mayor DeWitt
Date action taken:		Approved	Denied
Confirmed by:			

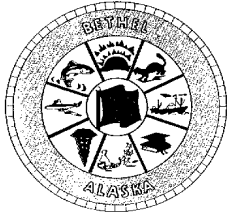
Re-appointment of Committee/Commission/Board Member for a term of three years. Lorin Bradbury- Planning Commission.

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

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

Planning Commission Re-appointments

Lorin Bradbury has applied for re-appointment to the Planning Commission; term expiration is December 31, 2023.



CITY OF BETHEL

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

MEMORANDUM

DATE: Dec. 15, 2020 to Jan. 5, 2021

TO: City Council

FROM: Peter Williams, City Manager

RE: City Managers' Report

EOC- The EOC is on standby in case we need to activate it later. The *Incentive Program* has been disbanded. There are some supplies that we will keep for a little while in case they are needed. The *Food Distribution Program* is continuing. We are seeking reimbursement from FEMA for the cost of the program. The program will be facilitated by the former Incentive Program Manager. AML sent us the latest from the EEOC about employees being required to be vaccinated. We also received some information from the CA that we will be looking into. That information says we can't require employees to be vaccinated because the FDA used the emergency use authorization (EAU) instead of the normal vaccine license process.

Planning Dept.- They have been busy completing the application for the Tanqik Subdivision. They have been tagging abandon vehicles and he has created a data base to keep track of these cars.

Finance Dept- The FY-20 *audit* will be performed remotely this year. Carmen Jackson CPA's team is gathering information from various departments too ensure this process goes smoothly. The staff has received 6 hours *training* for managing payroll *CXC Solutions* is working on the 1094 & 1095 forms, They need some information from Premra Health Insurance to continue. I have been following this situation to ensure those involved receive the information and contacts they need to complete this task.

POLICE DEPT. -The Police Chief and I met and discussed *retaining officers*. The Chief stated that if we were to add positions that it would lower the number of calls each officer has to respond to. We also discussed housing. One problem now is that a new officer secures housing, and the lease is in the new officer's name. When the officer leaves his lease is terminated and the housing is lost. If the city leased a residence and the officer or officers paid the city for rent, we would always have a residence to manage unexpected departures and to accommodate housing for new hires. We discussed community policing and if it would be helpful if an officer could follow up an

incident with some sort information to help prevent the same incident from happening again. I think we were both unsure what benefit this would have. I think though trying to have a discussion with repeat offenders, other than when the incident takes place, might at least provide someone a place to reach out too when needed. The officers do provide gov't agencies that might help in a certain situation when needed or asked for. I think that it would be better if the incident were to be discussed the next day after the situation has cooled down.

There are Three officers including the Police Chief who will attend training in Sitka for three weeks, two other officers will attend the Police Academy for 16 weeks. The Alaska Police standards council is proposing a new section in Alaska code to attend in house training annually for 12 hrs. BPD already requires 20 hrs. annually which will fulfill the APSC standards.

City Managers Daily Log

Dec. 15- Signed in with Wilson/Arbors HR webinars on certain subjects pertaining to Human Resources. Next webinar will be Jan. 13th and discuss ACA reporting requirements. – Reviewed Questica contract for program to create the city's budget. – Reviewed material for city council packet. -

Dec. 16 – Responded to Alaska Airlines about masking up and social distancing. Told them Social distancing remained a problem. – Requested UAF send back a signed copy of the City's and UAF agreement for the library. – Responded and resolved to an errant charge to a W&S customer account. - Received update from BCFS regarding the Business Recovery Grant. – Reviewed Alera Client Portal from our health insurance brokers. They provide HR information that is useful. – Requested a update about workers compensation for those working at home and too ensure accurate records are being kept. There is a payroll adjustment that must be considered. – Questions about the drop box. – Some back and forth about lighting the Christmas tree in Dillions Park. – responded to a request to contact Ravn Air delinquent account. – Look into a W&S complaint about a customer not signing a form and connecting his W&S service. Sat through a meeting with YKHC about the vaccine and distributing it

Dec. 17 – Reviewed MOU for Myers Farm – Reviewed matrix from remote sellers for collecting online sales tax. I had some questions about the remote seller's tax commission of their interpretation of the BMC sales code and requested the CA to look at the matrix. – Received explanation why there was notice in the water sewer bill concerning water quality. The reason we received a low score was some of the information was missing and it skewed the averages of the test. – Kept a eye out for information about vaccinations for the employees. - LKSD sent over a request to vacate a ROW for the new school.

Dec. 18 – Attended a Business Recovery Grant meeting to score applicants. – AM to extend the Incentive Program – OK Fire dept to perform a Sant run. -

Dec. 19 – Discuss with YKHC extending the pool closure. -

Dec. 21- Review Cares Act expenditures, notified Dept Heads and Finance Dept that wages, OT, materials. goods and services will no longer be paid by the Cares Act.

Dec. 22 – Spent most of the morning looking into CARES ACT Expenditures. The finance department is reporting expenditures of approximately \$6.4M. The Grant reporting shows \$8.7M which is \$300,000 more that we have. I found GL Codes from when the program started that were not the same as the GL Codes we are currently using. Also, some of the allocations to the fund needed to be withdrawn. We probably got a little ambitious in the Dec.

Dec 23- Reviewed council packet and action memorandums. – Worked on Insurance for the Winter House too see if they can use the City's policy. – Contacted attorneys for RAVN AIR via e-mail regarding delinquent utilities bills. My request was passed off to another lawyer in the firm who intended to pass to the trustees handling the bankruptcy. Forward the matter to the CA who said she would contact the trustees - Reviewed Grant Mangers Report and he completed YKHC Diabetes Grant for the Aquatic Ctr. to purchase equipment for the center. – Notified the Finance dept that I would like them to concentrate reconciling the CARES ACT funding starting

Dec. 24 – Double check with the Finance Dept, Public Works and Grant Manger that all invoices, check requests, credit card and accounts associated with the CARES ACT have been filed with AP Accountant so the General Ledger Accountant can record them. – Reviewed DOWLS General Service Agreement -

Dec 28 – Review legs requests with PW Director, Grant Manger. We are late in turning this in but at least our legislatures will have it if needed. Gov. Dunleavy has proposed using bonds – Aquatic Ctr. will need a contract for monitoring electronic controls. The expertise to facilitate the monitoring is difficult to find. After the construction is finished, we will try to secure a contract with someone. – DOWL will work on the YK feasibility study with Architects of America. –

Dec 29 – Interviewed two candidates for the Finance Directors' position with the HR Manager and Carmen Jackson CPA for two plus hours. – Contacted KYUK to repayment too KYUK for leasing space for the City's antenna on KYUK's tower. - Dealt with Midnight Sun about janitorial services for the police department. – Reviewed AM's from the last council meeting. – Discussed with PW Director about finding a company to produce an efficiency report regarding water and sewer services.

Dec. 30- Reviewing the Expenditures Compared to the Budget to prepare a for some budget modifications. - Help finance Dept resolve/interpret the BMC 160.4. – Interviewed a candidate for the Assistant Finance Director's position. – Review a complaint about the Police Dept not making an arrest. – Approved payment to KYUK the space we use on their antenna.

Dec. 31- Continued to work on budget modifications. – Provided DOT with a copy of check we sent to them on 11/2020.- Reviewing various budgets. - Responded to Carmen Jackson CPA about land that the city sold. –

Jan. 4 – Corresponded via email with AML about vaccinations; Contacted CXS Solutions concerning ACAs 1094,1095 forms for the IRS; contacted ANTHC about a Energy Efficiency study for the W&S Dept., Carmen Jackson CPA for information needed for the FY-21 audit - Reviewed YK Fitness Center update, Code conditions about the PW Building.

Jan. 5 – Help put the budget modification together for the council packet. – Discussed staffing issues with the finance department. Hopefully we will have decided to hire a assistant finance director and a finance director by Jan. 12th. – Responded to Questica about rolling out their program for the budget process on Jan 12th.- Received instructions from the PF Division for garnishing funds to pay court fines.

Report Criteria:

Include Funds: 66
 Print Fund Titles
 Page and Total by Fund
 Print Source Titles
 Total by Source
 Include Departments: 50
 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	2019-20 Prior year Actual	2019-20 Prior year Budget
COVID-19 CARES Act Fund					
Source: 42					
66-42-415	Grant Revenue	4,207,482.90	.00	856,401.01	.00
66-42-434	INTEREST Revenue	321.30	.00	.00	.00
Total Source: 42:		4,207,804.20	.00	856,401.01	.00
Department: 50					
66-50-501	SALARIES Covid 19	628,117.83	1,661,123.00	677,828.58	721,198.00
66-50-502	OVERTIME Covid 19	80,669.88	150,000.00	62,136.66	62,434.00
66-50-506	CALL BACK OVERTIME	10,027.75	25,000.00	13,785.21	13,785.00
66-50-508	LEAVE CASHOUT	41,879.26	35,000.00	31,413.22	31,413.00
66-50-510	SOCIAL SECURITY EXPENSE C19	2,011.76	200.00	98.12	98.00
66-50-511	MEDICARE FICA Covid 19	1,424.36	1,000.00	487.35	487.00
66-50-512	EMPLOYEE GROUP BENEFITS	16,602.33	24,000.00	2,161.01	2,161.00
66-50-518	PERS Covid 19	13,608.62	500,000.00	6,627.13	6,627.00
66-50-522	Recruitment Costs	.00	10,000.00	.00	.00
66-50-541	TRAVEL/TRAINING Staff Attorney	.00	5,000.00	.00	.00
66-50-545	TRAINING/TRAVEL	16,956.12	359,178.00	821.52	822.00
66-50-561	SUPPLIES Covid 19	105,726.96	184,267.00	28,961.13	22,433.00
66-50-563	WEARING APPAREL	4,803.10	2,255.00	493.40	245.00
66-50-564	FOOD	11,765.79	5,000.00	.00	.00
66-50-591	CARPENTRY EXPENSE Covid 19	.00	.00	1,846.91	1,847.00
66-50-594	PAINT SUPPLIES Covid 19	.00	.00	145.97	146.00
66-50-601	VEHICLE MT. (PARTS & TOOLS)	38.85	.00	.00	.00
66-50-602	GASOLINE / DIESEL / OIL	444.14	1,344.00	155.70	156.00
66-50-621	ELECTRICITY	.00	18,400.00	.00	.00
66-50-622	TELEPHONE	926.49	20,000.00	.00	.00
66-50-623	HEATING FUEL	.00	15,000.00	.00	.00
66-50-626	Water Sewer and Garbage	.00	12,000.00	.00	.00
66-50-627	STAFF CELLULAR PHONES	.00	840.00	.00	.00
66-50-642	LEGAL FEES COVID 19	1,014.00	1,000.00	.00	.00
66-50-643	ENGINEERING FEES	9,459.80	.00	.00	.00
66-50-644	CONSULTING FEES	.00	150,000.00	.00	.00
66-50-646	DRUG TESTING/COVID Testing	.00	9,500.00	.00	.00
66-50-648	VOLUNTEER STIPEND	2,861.00	.00	2,135.00	2,135.00
66-50-649	OTHER PROFESSIONAL SERVICES	228,251.17	490,000.00	.00	.00
66-50-661	VEHICLE MAINT/REPAIR	.00	.00	630.73	631.00
66-50-663	JANITORIAL Supplies/Services	1,315.68	11,400.00	.00	.00
66-50-665	CITY SAFETY	1,637.61	.00	.00	.00
66-50-667	CONNECTIVITY SERVICES	1,870.00	.00	.00	.00
66-50-669	OTHER PURCHASED SERVICES	1,358,536.08	38,960.00	2,545.06	1,040.00
66-50-682	COVID-19 Election (City Clerk)	99.00	5,500.00	.00	.00
66-50-683	MINOR EQUIPMENT - COVID 19	102,613.13	1,889.00	3,110.62	3,111.00

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	2019-20 Prior year Actual	2019-20 Prior year Budget
66-50-684	DONATIONS & AWARDS	3,856,782.88	2,500,000.00	.00	.00
66-50-685	EQUIPMENT	2,303.98	5,000.00	.00	.00
66-50-691	VEHICLES	52,990.50	205,000.00	.00	.00
66-50-721	INSURANCE	1,813.07	10,000.00	.00	.00
66-50-724	DUES/SUBSCRIPTIONS	.00	1,200.00	.00	.00
66-50-727	ADVERTISING	.00	2,000.00	.00	.00
66-50-732	EQUIPMENT RENTAL	.00	5,000.00	.00	.00
66-50-733	POSTAGE	13.65	500.00	.00	.00
66-50-736	BANK CHARGES	73.00	.00	.00	.00
66-50-790	ALLOWANCE SPECIAL EVENTS	106.45	5,170.00	4,830.00	4,830.00
66-50-799	MISCELLANEOUS EXPENSES	27,923.53	1,060,867.00	16,187.69	16,188.00
Total Department: 50:		6,584,667.77	7,532,593.00	856,401.01	891,787.00
COVID-19 CARES Act Fund Revenue Total:		4,207,804.20	.00	856,401.01	.00
COVID-19 CARES Act Fund Expenditure Total:		6,584,667.77	7,532,593.00	856,401.01	891,787.00
Net Total COVID-19 CARES Act Fund:		2,376,863.57-	7,532,593.00-	.00	891,787.00-
Net Grand Totals:		2,376,863.57-	7,532,593.00-	.00	891,787.00-

Report Criteria:

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 Print Fund Titles
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 Print Department Titles
 Total by Department
 All Segments Tested for Total Breaks



**CITY OF BETHEL
Fire Department**

Daron R. Solesbee, Acting Fire Chief

P.O. Box 1388, Bethel, Alaska 99559

Phone: (907)-543-2131

Fax: (907)-543-2702

dsolesbee@cityofbethel.net

Celebrating 50 Years of Service

DATE: December 31, 2020

TO: Peter Williams, Interim City Manager

FROM: Daron Solesbee, Acting Fire Chief

SUBJECT: Management Report, December 2020

Current Events

- Daron Solesbee is the Acting Fire Chief, since 08/21/2020.
- Thomas Haviland is the Acting Fire Captain, since 08/21/2020.
- The Department has completed its annual NFPA ground ladder and fire hose testing. Annual testing of fire hydrants has been completed. Annual testing of the Department's fire pumps is currently postponed until Spring 2021.

Community Planning/Preparedness

- The department is working under the Operations Section of the Emergency Operations Center. Acting Fire Chief Solesbee is currently serving as the Operations Section Chief and Acting Fire Captain Haviland is the Deputy Operations Section Chief. Currently, staff are trained in precautions and PPE is used on all EMS incidents.
- Bethel Fire Department was selected as a test site for the new Medicaid Supplemental Emergency Medical Transport (SEMT) program. The City of Bethel will receive training from AP Triton in the coming months for program implementation and management. This program will allow for the Department to receive 50% of the uncompensated costs of Medicaid EMS transports from the federal government.
- Fire department staff members are conducting pre-incident planning inspections for various commercial and assembly occupancies. This information will be crucial, should an emergency incident occur at these locations.

Training

- Fire and EMS responder training is crucial to ensure operational and response readiness. In-person training will continue, and all participants shall wear face masks and adhere to the department's social distancing policy.
- Staff and volunteer members have completed various online training courses.
- Department EMS Instructors have completed two of the three transition courses to meet eligibility requirements to instruct EMT courses that are compliant with the 2019 EMS Scope of Practice and new State of Alaska EMS Regulations.

Responses

- Between 12/01/2020 and 12/31/2020, the Bethel Fire Department responded to 143 EMS and 18 Fire incidents.
- During the month of December, the Bethel Fire Department has responded to a several COVID-19-related incidents. Please remember to adhere to social distancing and masking requirements to help limit the spread of the virus.
- On 12/02/2020 at 2:56 p.m., firefighters responded to the hospital for the report of a person trapped in an elevator. Responders were able to secure the stalled elevator and remove the person unharmed.
- On 12/05/2020 at 5:45 p.m., firefighters responded to Tower Road for the report of a power line down in the roadway. Upon arrival, it was determined that a telephone cable was coiled up on the road. Responders removed it from the roadway and contacted the utility company.
- On 12/04/2020 at 12:25 p.m., medics responded to Ridgecrest Drive for the report of a person who overdosed and was not breathing. Upon arrival, it was determined to be an opioid-related incident. The patient was treated and transported to the hospital.
- On 12/04/2020 at 2:01 p.m., medics responded to Ridgecrest Drive for the report of a person who overdosed and was not breathing. Upon arrival, it was determined to be an opioid-related incident. The patient was treated and transported to the hospital.
- On 12/05/2020 at 6:10 a.m., medics responded to Ridgecrest Drive for the report of a person with a gunshot wound. The patient was treated and transported to the hospital.

- On 12/11/2020 at 12:21 p.m., medics responded to Osage Drive for the report of a person with a gunshot wound. The patient was treated and transported to the hospital.

Budget/Financial

- The department is operating within budget.
- The department submitted an order for the purchase of a new Unimac PPE gear extractor and a Physio-Control Lucas 3 Chest Compression System with CARES Act funding.
- The department submitted an order for a Zoll X-Series Defibrillator/Monitor and two Automated External Defibrillators, with funds allocated by the Bethel Volunteer Emergency Services Association (BVESA).

Grants

- The Department will continue to seek grant funding for the fire training tower replacement, BLEVE prop, additional staffing, vehicles, and equipment.
- The department received funds from the State of Alaska Department of Homeland Security for the purchase of cordless extrication tools. The department has contacted multiple vendors for quotations and will make a purchase in the coming weeks.

Staffing/Recruitment

- The City of Bethel is recruiting for a new Fire Chief and two Firefighter/EMTs.
- The department hired James Marion as a Firefighter/EMT to help maintain minimal staffing levels and operations. We welcome him to our team.
- The Department is developing an updated staffing model that conforms to national industry standards and a recruitment and retention program to address low staffing concerns.

Vehicles & Equipment

- Damage was caused to the passenger side front fender of Command-1 from a hit-and-run, while it was parked. This was reported to the Bethel Police Department.
- The Department is developing specifications for a new fire engine (Class A Pumper) to replace its aging 1986 Grumman Spartan Pumper-Tanker, Engine 3.

- We have received the parts for the Class-A Foam system for Engine-4. Staff determined that a 1" valve was required, upon finding the ¾" valve shipped was too small for the current foam system plumbing.
- Fire pump testing is postponed until Spring 2021, due to COVID-19 travel restrictions and Underwriter Laboratories, Inc. policies.
- New tires were ordered for both department ATV's.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	<i>(Backup ambulance) In service. Needs replacement.</i>
Medic 5	Ambulance	2019	<i>(Second Out Ambulance) The Stryker Loading System was repaired, and all equipment/supplies have been stocked. This ambulance needs studded tires.</i>
Medic 6	Ambulance	2017	<i>(Frontline Ambulance) In service. Back-Up camera is not functioning (wiring/connection issue). Rear heat in patient compartment is intermittent. Paint defects. Staff is requesting a technician from Braun Northwest to troubleshoot and repair these issues.</i>
Engine 4	Pumper	2013	<i>(Frontline pumper) In service, Seat belt sensor silenced but still needing repair by V&E. Generator was repaired by V&E. Pump packing rings need to be tightened and/or replaced. The pressure and vacuum test ports on the pump control panel had stripped threads and have since been repaired.</i>
Engine 3	Pumper	1986	<i>(Poor overall, condition needs replacement). Generator was remounted. Pump packing rings need to be tightened and/or replaced (unable to pass pump certification testing). Driveshaft replaced by V&E in August 2020.</i>
Truck 1	Ladder Truck	2017	In service. Recently serviced. Due for aerial device cleaning and lubrication.
Com 1	Pickup	2014	In service. Damage to passenger front fender. Needs repair.
Com 2	Pickup	2004	In service. Needs replacement. Currently in use by the COVID-19 Coordinator as a utility vehicle.
Honda 1	ATV	2004	In service. Damaged handlebars in rollover accident, awaiting replacement parts.
Honda 2	ATV	2004	In service.
Fire Boat	Boat	2004	In service. In storage at Port facility by Crowley.

MEMORANDUM

DATE: January 6, 2021

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report for January 12, 2021 Bethel City Council Meeting



Below is a table of the City's current and pending grants.

#	Grant	Amount	Status: Good - OK - Needs Work
1	CSP - DHSS FY 2021	\$323,081	Good
	To do: Need to complete Jan. monthly teleconference with grantor. Complete grant report for period ending 12-31-20 by 1-30-21.		
2	Police Dispatch Ctr. - 12-DC-334	328,800	Good
	ProComm Alaska installed Dispatch Center console in Police Department. Project nearing completion. To do: Prepare and submit Final Report to grantor by January 30, 2021.		
3	USDA Loan - Avenues	8,250,000	OK
	To do: Resolve \$306 invoice amount on purchase of six water haul trucks. Complete Requisition #2 and submit to First National Bank for payout of loan funds. Resolve figures that must appear in FY 2022 Budget: loan reserve, loan payment, short-lived asset amount.		
4	USDA Grant - Avenues	5,021,000	Good
	No action required yet. City must draw down all USDA Loan funds first and then claim expenditures against the Grant.		
5	VSW - Sewer Lagoon Dredging - 18EQ57	194,122	Good
	Prepared and submitted grant report to claim reimbursement of boat expenditure. To do: Once purchase of pump completed, collect purchase documents for Final Report.		

6	VSW - Lift Station Upgrades - 18AQ36	900,000	Good
	Prepared and submitted Final grant report to claim 100% of grant amount. To do: Confirm City met its obligations in full and grant is closed successfully.		
7	VSW - Rehabilitation of Lift Stations - 20ER77	1,000,000	Good
	Completed grant report. City has signed work orders for Tec-Pro and DOWL to complete the lift station work remaining. To do: Complete grant report for period ending 12/31/20 by 1/30/21.		
8	VSW – Rehabilitation of Lift Stations (2) - TBD	400,000	Good
	New grant for full lift station rehabilitation effort. To do: Sign new grant agreement when grantor provides it to City. Document purchases. Complete grant report for period ending 09-30-20.		
9	VSW-Heat Trace Replacement - 19PR53	127,500	Good
	Completed and submitted Final grant report. To do: Confirm City met all grant obligations and grant is closed.		
10	Cyber security course - SHSP-GY18	4,350	Good
	Done.		
11	Fencing water plant & Thermal Imager-20SHSP-GY19	49,141	Needs Work
	Completed grant report for period ending 09-30-20. To do: Complete EHP (Environmental, Historical, and Preservation) document, get it approved. Develop, issue, and oversee RFB to purchase fencing. Complete Final Report after fencing installed.		
12	Forensic software/body cameras- 20SHSP-GY20	255,784	OK
	City signed grant agreement. Completed report for period ending 09-30-20. To do: Make purchases from pre-bid contracts. Complete grant report for period ending 12-31-20 by 01-30-21.		
13	Alaska Community Transit Grant- Administration (FTA Section 5311) FY 21	227,687	Needs Work
	To do: Transit Manager must complete monthly billing summaries and quarterly reports.		

14	Alaska Community Transit Grant-Administration (FTA Section 5311) FY 22	257,825	Good
	Prepared and submitted Transit Grant for SFY 2022. Asked for capital to purchase power washer and three passenger bus shelters. Award announcement by March 31, 2021.		
15	Section 5311: Rural Area Formula (CARES Act)	731,328	Needs Work
	City signed grant agreement. To do: Order and receive two new transit vehicles.		
16	Boardwalk Lighting Project	89,000	Needs Work
	City signed MOA with ONC for administration of this grant. City has not prepared and submitted any request for reimbursement to date from ONC. To do: Need to collect receipts for expenditures made by City and seek reimbursement from ONC.		
17	COPS – School Violence Prevention Program-LKSD	500,000	Needs Work
	Finance Report prepared and submitted by General Ledger Analyst. City must ensure LKSD purchases items according to State procurement policies. To do: Complete progress reports. Assist LKSD in preparing bid package. Advertise bid announcement. Oversee LKSD making purchases. Collect purchase documentation, prepare and submit reports for reimbursement.		
18	COPS Hiring Program - School Resource Officer (SRO)	125,000	Needs Work
	Grant in Active Status. To do: Complete progress report and financial report.		
19	USDOD Coronavirus Emergency Supplemental Funding	42,000	Needs Work
	Grant in Active Status. To do: Complete reports. Purchase vehicle and use it for its intended purpose.		
20	FEMA Public Assistance Program	\$58,066	OK
	Prepared and submitted grant application. To do: Supporting documents must be gathered and submitted.		
21	Yukon-Kuskokwim Health Corporation Diabetes Prevention & Control Program	\$4,738.21	Good
	Purchased fitness equipment and weights specified in grant application. To do: Complete Final Report and close grant.		

Memorandum

Date: January 1, 2021

To: Pete Williams, Interim City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



December 2020 Current Events

- **Server Refresh Project Completed:**

The server refresh project was completed as of mid-December 2020. All data was successfully migrated and the equipment should hold the City for at least five to seven years until the next refresh is necessary. This refresh replaced all main servers at City Hall, the Bethel Police Dept, and the YK Fitness Center. The old servers will be decommissioned and sent off for e-recycling sometime next year.

- **Office 365 Migration Project Completed:**

The Office 365 migration project was completed as of mid-December 2020. 365 software was deployed across all necessary workstations and all users were migrated from G-Suite email to Outlook 365. The main driving force behind this project was to consolidate our funding for Office software. The City had been using 70% of Microsoft Office and 30% of G-Suite and paying full price for both. Migrating to Office 365 will consolidate our spending so we do not have to pay for the second office suite. 365 will also always be the most up-to-date version of Office and so the City shouldn't have to worry about falling behind in software versions any more.

- **Phone System Replacement Project Update:**

Working with ACS, we are still in the infrastructure stages of this project, however, we have overcome the most difficult hurdles and only have three buildings left to do: Bethel PD, the YK Fitness Center, and the Courthouse. Once these last buildings are handled, ACS will move forward in bringing contractors out to help me get the new phone system programmed and put into place. This should take place most likely in February 2021.

- **Office UPS Units Deployed:**

All City Hall workstations have been placed on UPS power as of mid-December 2020. I will also try to deploy units to the Bethel Fire Dept. in early January 2021.

- **Normal Business:**

Other than taking progressive steps on the three major IT projects for this fiscal year, the rest of the month has been spent handling everyday business such as user in-processing/out-processing,

Memorandum

Date: January 1, 2021

To: Pete Williams, Interim City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



helping users with printing and scanning issues, investigating problems with various equipment, and helping users to navigate the new Office 365 software.

Future Plans

- **Hauled Utilities Digitization:**

I will be assisting Public Works in trying to implement a digital solution for their hauled utilities operations. A contract was finalized with Queryon and we hope to kick this project off in January 2021.

- **Vacation Until 2021:**

With the wrap-up of two of my three major IT projects this fiscal year, I will be stepping away on vacation from 12/24/20 through 1/4/21.

- **New Budget Software:**

I will be assisting administration and Finance in implementing a new software the City wants to try and use for FY22's budget cycle. Contracts should be signed and the project will kick off shortly after I return from my time away.

CITY OF BETHEL POLICE DEPARTMENT



December 2020 Monthly Report

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Community Safety Patrol	3	2	1
Community Service Officer	2	2	
Evidence and Record Custodian	1	1	
Administrative Assistant/Taxi Inspector	1	1	
Dispatcher	5	5	
Dispatch Supervisor	1	1	
Peace Officers	16	13	3

Peace officer vacant positions are the grant funded school resource officer and two patrol officers. We anticipate three officers starting during the month of January, but will also lose Investigator Pavil to the Alaska State Troopers on Jan 4. The vacant CSP position is expected to be filled externally.

Operations:

Operations				
	Dec 2020	Nov 2020	Dec 2019	2020 Total
Calls	1217	910	1407	13210
Reports	117	78	148	1217
Intoxicated Pedestrian Calls	150	132	292	1961
Driving Under Influence Calls	7	8	24	143
Domestic Violence Reports	38	21	47	348
Animal Calls	45	33	57	486
Animal Bite Reports	1	1	3	27
Sexual Assault Reports	4	4	4	42
Death Investigation Reports	3	2	2	24

Training:

Three officers (Officer Zeigler, Sergeant Turk, and Chief Simmons) will attend the reciprocity academy for 3 weeks in Sitka, Jan to Feb 2021.

Two officers (Officer Tetoff and Officer Mullai) will attend the full 16 weeks Alaska Department of Public Safety police academy in Sitka, Feb to May 2021.

Alaska Police Standards Council is proposing a new section in 13 AAC 87.084 to require every police, corrections, probation, parole, and municipal corrections officer obtain at least 12 hours of annual in-service training. BPD requires 20 hours annually already, and the state's proposed requirements will be met by the internal standards already in place.

MEMO

To: Pete Williams, Acting City Manager
From: Ted Meyer, Planner
Subject: December Manager's Report
Date: January 4, 2021

SUBDIVISIONS

Tanqik Subdivision

The Tanqik Subdivision Agreement was reviewed and approved by the Planning Commission for recommendation to the City Council to enter into the agreement with Tumak Enterprises, LLC on December 10. The Agreement is scheduled for the Jan 12 council meeting.

SITE PLAN PERMITS

No permits were approved in December, with for one pending for State Fire Marshall approval. Fifty-six (56) permits were issued for the 2020 development season.

CONDITIONAL USE PERMITS

Currently performing a second review of the site drawing for a proposed marijuana retail store.

CODE ENFORCEMENT

1. Nuisance, Hazardous, and Blight Properties

The City Council recently approved AM 20-38 for the planning department to identify nuisance/hazardous properties and present to the PC for prioritization, follow up, and recommendation to the Council. Staff is still compiling information for a presentation of five properties to the Planning Commission.

2. Abandoned Vehicles

The Police Dept. developed and sent to the planning department a list of 55 vehicles abandoned in the City's Right-of-Way. The city manager, attorney, police department, public works, and port are all assisting. Notices of Potential Impoundment were placed on six vehicles in December. Of the six vehicles, three have been moved by owners. Any required towing will start in mid-January. Ongoing tagging of more vehicles will resume in January. Developed a vehicle tracking system database to help manage the project.

PROJECTS

1. Proposed Zoning Code Change

Using a recent draft ordinance allowing short term rentals in the Residential Zone as a basis, staff is currently working with a Planning Commission sub-committee and a DOWL land use planner in enhancing the document for presentation to the Planning Commission.

2. Land Ownership Issue

As the City has a lease with KYUK, staff has been researching and reviewing documents regarding a land ownership question concerning KYUK property.

3. Zoning/Re-platting/Site Plan Permit Project

Staff has been working with Vitus Marine for identification of land next to the City sandpit off of BIA Road for development of a bulk fuel tank farm. The objective is to place a new industrial use next to an existing industrial use far enough away from BIA Road and residences further down the road. We are currently working on a snag in the project as our 2018 GIS mapping shows significantly inaccurate south & east lot lines.

4. Right-of-Way Vacation

Staff was contacted by LKSD in December about resuming their proposed right-of-way vacation regarding a side section of road needed for development of the new school on high school property on Ridgecrest.

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



TO: Peter Williams, Interim City Manager
FROM: Allen Wold, Port Director
SUBJECT: December 2020 Managers Report

- **Small Boat Harbor**
 - We tagged 26 vehicles at the harbor in November hearing back from at least half of them saying they can't move them due to lock down. 2 vehicles remain. There is a new vehicle in the harbor that has been tagged, looks as though it was towed there.
 - Clearing snow all around Slough and the Harbor. Clearing berms from houses and pulling people out of the overflows.
- **City Dock/Beach 1/Petro Port**
 - We took a walk around with companies of what will be in winter storage.
 - There are still customers in and out of the dock so we're maintaining their areas.
 - We had property maintenance check out the doors on the warehouse to be replaced.
- **Port Office**
 - Property Maintenance checking on building daily, we had an alarm going off
 - cleaning office and trucks with disinfectant daily.
 - We're using a touchless thermometer daily. We have a daily log for the employee name, date, and temp.
- **Admin**
 - Monthly storage/wharfage/moorage billing for customers.
 - Safety meetings with crew.
 - Our crew has signed up for the vaccine.
 - The Port staff are getting tested for Covid every other week to be safe. So far, all negative results.
 - We have reached out to customers past due on their bills. They said they were going to get it taken care of. Will do a follow up shortly.
- **Seawall**
 - Daily checks along Seawall.
 - We are maintaining a walking path along the whole river front clearing snow along the seawall and lower access.
- **Misc.**
 - We do a monthly inventory of tools, cleaning supplies, etc. in office and shops.
 - We let go of our temp City Dock Attendant due to it being a seasonal position.
 - Our full time City Dock Attendant has received his CDL permit and has been doing the walk around and the driving a dump truck.



William Arnold, Public Works Director
1155 Ridgecrest Drive
PO Box 1388 Bethel, AK 99559
P: (907) 543-3110
F: (907) 543-2046
warnold@cityofbethel.net

MEMORANDUM

DATE: 12.31.2020
TO: Peter Williams, Interim City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department

Programs/Divisions

Hauled Utilities:

Hauled Utilities assisted Piped Utilities for two days while they made repairs to the City Sub lift station. The crew worked two weeks in a row starting Sunday, to get one day ahead of schedule to accommodate Christmas and New Years. We still need to continue to find new ways to recruit and retain drivers. We continue to work through staffing issues and need to fill our remaining positions.

Utility Maintenance:

- 13 alarms on residential lift stations were responded to. Multiple issues with grinder pumps and float systems.
- Monthly meter reading and service connections were completed.
- Clean up and organization of shops and vehicles.
- 13 residential lift station repairs
- Line flushing and leveling activities on low-flow and plugged sewer lines. Non-compliance reports were filled out per DEC requirements.
- Daily safety meeting
- Been having freeze ups in ASHA
- We have been having problems with the main lift station getting the pumps to seat right

Property Maintenance:

Building Maintenance Employee of the Month: Corbin Ford

- Corbin was nominated for Building Maintenance Employee of the Month by his peers for providing guidance and direction in resolving a fluctuating and dangerous boiler pressure problem at the Bethel Heights Water plant. The two large boilers that provide heat to the water plant itself as well as the water storage and water well began to show signs of failure. Pressures were fluctuating greatly and often to very dangerous lows as well as highs. It was suspected that the expansion tanks were failing and not allowing for the expansion of fluid to occur during heat runs. Rather than purchasing new (very expensive) expansion tanks, Corbin lead the team in diagnosing, correcting, and bringing the boilers back online. The boilers have been running steady, with little pressure

fluctuations. New piping from the Air/debris separator to the expansion tank was fabricated and installed. New ports for debris and sediment cleanout were added. As an unexpected result the boilers are running FAR less than previously, holding temps and pressures extremely stable and using less fuel to heat the systems attached.

- **BUILDINGS IN GENERAL:**

- Fire Sprinkling Systems Contract
 - I recommend City Administration place a RFB for contract of professional services specifically related to Sprinkler Systems throughout the City. Contract should include; Semi-annual inspection, service, repairs and maintenance as well as any State and Federal inspection requirements.
- Standby Power generators Contract.
 - I recommend City Administration place a RFB for contract of professional services specifically related to power generators. Contract should include periodic scheduled inspection, service, repairs and maintenance of ALL City standby power generators.

- **BUILDINGS SPECIFIC:**

- **PW Shop Building**
 - Fire sprinkling system:
 - System NOT in operation. Pinhole leaks were discovered in inventory room 4-inch piping. Requested assistance of administration to engage in establishing a contract with Fire Sprinkling Professional services for repairs to be made in accordance with state and federal regulations.
 - Dry Sprinkler System Compressor is failed. New compressor will be needed. Similarly, as above City should engage in a contract for professional Fire System Services.
- **Log Cabin**
 - Building is in NON USE status.
 - Water disconnected.
 - Fuel tank now empty (Boiler used remaining fuel) and is not on refill schedule with Delta Western.
 - Boiler has been de-energized.
 - Non-essential circuits in building have been turned off.
 - Graffiti and vandalism are a continuing constant problem.
 - Foundation has settled enough that the entrance closest to the ONC multipurpose building is jammed itself and will not operate.
 - Constant vandalism reports. Constant graffiti. Constant reports of kids on the roof of the building or hanging out destroying property.

- **YKFC - Pool**

- Pool is on daily observation by building maintenance staff. Sometimes several times a day
- Boiler pressure found severely low. When pressure was added fluctuation and inconsistent pressure began happening. Troubleshoot problem and found a

small air leak in the ET tank system from a failing valve stem. Valve stem replaced and pressures seem to be steadier. Will continue to monitor.

- Boiler #2 Circulation pump #2 leaking from a failed mechanical seal. Pump was also making a significant amount of heat with a light grinding noise. Suspected bearing failure imminent as reason for sound and heat production. Replaced Circ pump #2 and installed new mechanical seal kit.
- SCF circuit controls need to be manually reset consistently. When the SCF fails the boilers will not fire and go into a “shutdown Active” status within the BAS controls. Until human intervention the boilers remain in “shutdown” status and will not fire. WE are troubleshooting cause.
- Water circulation pump from main water line found locked up and extremely hot to touch. Replace pump and established main water line circulation. We will continue to monitor issue.
- Boiler #1 found in FSG lockout, several times this month and needed manual reset. Each time the boiler controls were reset the boiler would return to normal operation. Suspect the reason for FSG lockout to be a failing high limit fire aqua stat. Building maintenance is monitoring the issue. Adjusted aqua stat to a lower limit and FSG lockout has not reoccurred.

Road Maintenance:

Streets and Roads dug out two holes for the two-lift station one at city offices and the other at the city shop with the 324E excavator. After that, we hauled in three dump truck loads of gravel to the city offices and two loads to the city shop to build a base for the two-lift stations in the hole before setting them in.

Streets and Roads dug up the ice at both water pump houses with the 420D twice in December. This was an ice hill that built up at the pipe that fills up the water trucks.

Street and Roads has the graders out, as needed, when it is snowing and or if the wind is blowing causing snow to drift. We had two graders out on Christmas day plowing snow during that storm.

Streets and Roads also been dispersing sand on the roads with the sander truck when the roads get slick.

Streets and Roads dug three graves for the month of December at the graveyard by the airport with the 420D backhoe. The power company would drill holes through the frozen ground before we would dig the grave out.

Vehicles and Equipment:

Installed wing Blade on new 160 grader. Been doing Preventative maintenance on equipment, as needed. Had to replace one vacuum pump and rebuild on a sewer truck due to one of the oil lines breaking and locked up a bearing. Shop clean up and been doing some parts inventory. Also been greasing the PTO drive lines on the Kenworth sewer trucks once a week.

Landfill / Recycle Center:

The Landfill struggled this month with people out on Covid-19 quarantine and time off. This last week, we had everyone here and accounted for so we could get back to the work of everyday landfill business. Which is pushing trash and covering it with sand and moving on to a new/old plot of ground, in a checkerboard fashion.

Staffing Issues/Concerns/Training:

Department	Hauled Utilities	Utility Maintenance	Landfill	Vehicles & Equipment	Streets & Roads	Bethel Transit	Property Maintenance
Filled Positions	16	8	3	6	5	3	5
Total Funded Positions	20	9	4	7	5	3	5
Percentage	80%	89%	75%	86%	100%	100%	100%



Bethel Transit System
PO Box 1388
370A 4th AVE
Bethel, AK 99559-1388
www.cityofbethel.net
(907)543-3039

December 2020 Transit Report – Mid Year FY21

Good morning, the December report is minimal due to the continued shut down enforced by City Council and City Hall. There was zero (0) ridership for the entire month.

The Lions Club used the services of the Transit system for (3) days total at the request of Mayor Dewitt to deliver Food Bank donations throughout each subdivision.

I am currently waiting for the WFARGO PCARD ordered by Mr. Amik to be signed off by appropriate authorities above my pay grade in order to begin processing the abandoned vehicle paperwork as directed by interim manager Mr. Williams. My signature was added 12/29/2020.

My requests for the budget numbers for the last (6) months have been hampered by the fact that the ledgers and journal entries appeared to be needing correcting as far back as 2016 according to Ms. Bartlett in an email to me and a copy can be forwarded upon request. I have since received the detailed ledgers during the week of Christmas, after repeated emails to both Ms. Bartlett and Mr. Sargent. I am waiting to hear back from Mr. Amik as to when the journal entries are available.

Below, is the data for the month of December and is current due to the ongoing shutdown:

Mileage – 137.4 miles driven for the food bank

Gas – 20.731 gals for food bank

Hours – 12 for food bank

Revenue - \$none

In Quarter 1, the Transit system recorded these numbers as referenced in the table below. The revenue numbers for July are lower than the following months as the bus was NOT running on Saturdays, and the entire quarter saw delays/reroutes with road construction. The effects of low consumer confidence was evident throughout July with significant increases approaching pre-covid 19 shutdowns appearing in the subsequent months.

Quarter 1 FY 21	Rides	Revenue	Gas	Miles	Hours
July	1038	\$1,076.00	417.905g	3140.8	221.5
August	1497	\$1,215.00	411.38g	3125.9	240.5
September	1799	\$1,860.00	386.03g	3176.1	272

In Quarter 2, the Transit system only ran from October 1-15 for operational revenue. At 1030am upon the conclusion of the morning runs, the Transit System was shut down by City Hall after consulting with the Yukon-Kuskokwim Health Corporation, and various agencies operating within the city of Bethel. It has remained closed since then. The Transit system helped the Lions Club/Food Bank deliver donated food in both November and December. Below is the table for Quarter 2.

Quarter 2 FY 21	Rides	Revenue	Gas	Miles	Hours
October	897	\$745.00	191.61g	1573.3	251
November	0	\$0.00	24.209g	83.4	15
December	0	\$0.00	20.731g	137.4	9

James Ferguson
Bethel Transit Manager

City of Bethel, Alaska

City Clerk's Office

Council Meetings

January 5, 2021 Special City Council Meeting

January 12 and 26, 2021 Regular City Council Meetings

Weeks of December 21 and 28, 2020

The City Clerk took time off December 24-31st. The Deputy City Clerk took time off December 28-31.

Researched property ownership and opportunity for sale of City land. The City of Bethel has leased a small piece of property near the river to the owners of an adjacent parcel Kutz/Angstman. The leasee inquired of their opportunity to purchase the land from the City. After researching this parcel of property and with some support and confirmation from the Planning Department, it was concluded the City is not outright owner of the property and that the property in question would revert back to Department of Natural Resources and that we don't have the rights to sales.

Finalized and coordinated the final agreement with Questica to kickstart the budget development process.

At the request of the Finance Department, researched and provided Code interpretation on the requirement differences between business License requirements and sales tax certificate requirements.

Created an online form for Public Requests for information to help streamline the process for requestors and to provide a multi device accessibility to the online form. We will continue to create these as appropriate and when time allows. We additionally updated the contact information on the webpage and updated the Police Department Public Request forms so that they are Adobe form fill (PD has a separate process for their public records, we are not ready for move forward with an online form for them just yet).

Assisted in the organization of the Santa Claus Tour. On the 21st and 22nd provided updates on the location of Santa on the Facebook page.

Began working on an end of 2020 newsletter for the organization. We solicited information from the Departments on their big items for public interests from the year of 2020. We are compiling this information into what we hope to be a short but informative summary of organizational projects from 2020.

Worked on public messaging and organizing distribution of appreciation items to the communities Frontline Healthcare Workers. Big thank you to Robert Hodges at YKHC for providing significant assistance in the delivery of the gifts to the appropriate departments.

Looked into opportunities to evaluate the cost of operation for the City's Water/Sewer Utility at the request of Council Member Henderson. Suggested Administration reach out to Alaska Rural Utility Cooperative to see if they would have advice for us on how to evaluate operational improvements to help reduce cost, which will help reduce customer rates.

Began working with departments in formally identifying the records manager as we kickstart the rework of our records management program update.

Provided training to alternative staff member on the management of the meal distribution program we are partnered with YKHC on. The City Clerk's Office is turning the organization of this program to someone else to provide support in the FEMA grant requests.

Continue to work on the ordinance repealing and replacing the committee/commission chapter.

Reviewed the Subdivision Agreement for Tanqik subdivision.

Week of January 4, 2021

Continued to work on the 2020 newsletter.

Providing significant modification to the proposed budget modification presented to Council to correct reference discrepancies, calculation errors and formatting amendments.

Completed the December at a Glance for the Facebook page and Newspaper.

The Office spends a lot of time helping committee/commission recorders and ex officio members keep track of deadlines. Each recorder is required to submit document to the City Clerk's Office and upload the documents to the City's website within a designated timeline which is often missed by many of the bodies. In an effort to provide support to our office in making sure these requirements begin to be met, we will be including the document tracking monthly as part of our Clerk's Report. The documents referenced are legally required documents and set the framework for not only improved public communication but also tracking of governmental actions through our long-term document retention. Annual our office conducts an audit of these records and at the end of 2020 we saw an improvement over 2019 but still have significant gaps in legally required documents. We will continue to work with administration to stress the importance of these deadline.

One Burial Permit was issued.