City of Bethel

P.O. BOX 1388
Bethel, Alaska 99559
Phone: 907- 543-2047
Fax: 907-543-3781

Regular City Council Meeting
October 28, 2014
6:30 P.M.
Council Chambers; Bethel, Alaska

City Council Meeting Agenda
Regularly Scheduled Meeting
October 28, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

Rick Robb
Mayor
Term Expires 2015
543-1879
rrobb@cityofbethel.net

Leif Albertson
Vice-Mayor
Term Expires 2015
543-2819
lalbertson@cityofbethel.net

Mark Springer
Council Member
Term Expires 2015
545-1450
mspringer@cityofbethel.net

Heather Pike
Council Member
Term Expires 2015
444-7211
hpike@cityofbethel.net

Chuck Herman
Council Member
Term Expires 2016
545-5394
cherman@cityofbethel.net

Zach Fansler
Council Member
Term Expires 2016
545-3300
zfansler@cityofbethel.net

Byron Maczynski
Council Member
Term Expires 2016
545-0970
bmaczynski@cityofbethel.net

Pete Williams
Acting City Manager
543-2047
pwilliams@cityofbethel.net

Lori Strickler
City Clerk
543-1384
lstrickler@cityofbethel.net

Patty Burley
City Attorney

Paul Richards
Lobbyist
pmrichards@gci.net

I. **CALL TO ORDER**
II. **PLEDGE OF ALLEGIANCE**
III. **ROLL CALL**
IV. **PEOPLE TO BE HEARD** – Five minutes per person
V. **APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
VI. **APPROVAL OF MEETING MINUTES**
   a) **P3** *October 14, 2014 Regular City Council Meeting
VII. **REPORTS OF STANDING COMMITTEE**
   a) Public Safety and Transportation Commission
   b) Port Commission
   c) Planning Commission
   d) Parks and Recreation Committee
   e) Finance Committee
   f) Public Works Committee
   g) Energy Committee
VIII. **SPECIAL ORDER OF BUSINESS**
   a) Appreciation To Outgoing Council Members (Mayor Robb)
IX. **UNFINISHED BUSINESS**
   a) **P19** Public Hearing Of Budget Ordinance 14-14 (f): Modifying The FY15 Budget For The Operation Of The Yukon Kuskokwim Health And Training Center (Acting City Manager Williams)
   b) **P21** Resolution 14-14: State Of Alaska Capital Priority Requests (Acting City Manager Williams)
X. **NEW BUSINESS**
   a) **P29** *Introduction Of Ordinance 14-27: Repealing And Replacing Bethel Municipal Code Chapter 4.20, Purchasing (Acting City Manager Williams)
   b) **P77** *Introduction Of Ordinance 14-28: City Of Bethel Fee And Rate Schedule Amended (Acting City Manager Williams)
   c) **P89** *AM 14-66: Appointment Of Beverly Hoffman To The Planning Commission (Mayor Robb)
   d) **P93** AM 14-67: Approval Of The Land And Water Conservation Fund Grant Agreement (Acting City Manager Williams)
   e) **P125** Consideration Of The Bethel Aquatic Training And Health Center Admission Rates And The Process Of Changing/Negotiating Different Rates (Vice-Mayor Robb)
   f) **P129** Recommendation From The Parks And Recreation Committee, Identifying A Location For A Dog Park (Parks and Recreation Committee)
XI. **MAYOR'S REPORT**
XII. **MANAGER'S REPORT**

Agenda posted on October 22, 2014, at City Hall, AC Co., Swansons, and the Post Office.

Lori Strickler, City Clerk's Office
(Items on the agenda noted with an asterisk (*) are considered the consent agenda.
All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.
Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing November 11, 2014**)

City Council Meeting Agenda
Regularly Scheduled Meeting
October 28, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

XIII. **CLERK'S REPORT**
XIV. **COUNCIL MEMBER COMMENTS**
XV. **ADJOURNMENT**

Agenda posted on October 22, 2014, at City Hall, AC Co., Swansons, and the Post Office.

_____
Lori Strickler, City Clerk's Office
(Items on the agenda noted with an asterisk (*) are considered the consent agenda.
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Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing November 11, 2014**)

Approval of the Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on October 14, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

Vice-Mayor Robb called the meeting to order at 6:30 pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:

Vice-Mayor Rick Robb, Council Member Leif Albertson, Council Member Sharon Sigmon, Council Member Eric Whitney, Council Member Mark Springer, and Council Member Heather Pike (arrived after roll call, participated telephonically)

Those absent were:
Mayor Joseph Klejka

Also in attendance were the following:
City Clerk Lori Strickler, and City Attorney Patty Burley

IV. PEOPLE TO BE HEARD

Beverly Hoffman- As a representative of the Kuimarvic Board spoke in opposition to the Council's decision to increase the pool fees by 20% at their Special City Council Meeting.

Tom Mculson – As an employee of the City of Bethel in the Vehicles and Equipment Department, there is a concern with the hauled utilities trucks, the department is facing a lot of issues finding parts for these trucks which have been discontinued. It is going to be more and more difficult to have trucks on the road.

Eric Middlebrook- Thanked all of the outgoing Council Members for their service to this community. Provided congratulations to the new Council Members, you will be facing some challenges you never thought possible. Agreed with the statements provided by

Tom McCulson regarding the fleet, the City must pay close attention to the fleet replacement fund.
With regard to the Action Memorandum for the Request for Proposal, wanted to provide his support to the City's current Lobbyist, Paul Richards. He has represented the City for a very long time and has done a really good job for the City during his service.

Council Member Pike joined the meeting via telephone.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion:	To approve the Consent and Regular Agenda.
Moved by:	Springer
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Robb, Whitney, Sigmon, Albertson, Pike, and Springer
Opposed:	None

Remove from the Consent Agenda:	Introduction 14-14 (f) and Resolution 14-14 from the consent agenda.
Moved by:	Robb

VI. APPROVAL OF THE MEETING MINUTES

Item A - 9-23-2014 Regular City Council Meeting.
Passed on the consent agenda.

Item B - 10-2-2014 Special City Council Meeting

Main Motion:	Approve the Meeting Minutes from October 2, 2014.
Moved by:	Albertson
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Robb, Whitney, Sigmon, Albertson, Pike, and Springer
Opposed:	None

VII. REPORTS OF STANDING COMMITTEES

Item A - Port Commission –
Mark Springer, Council Representative-
A meeting has not been held since the last City Council meeting.

Item B - Planning Commission –
Heather Pike, Council Representative-
No report to provide.

Item C - Public Safety and Transportation Commission-
Sharon Sigmon, Council Representative-
A quorum was not established, no meeting was held.

Item D - Energy Committee –
Richard Robb, Committee Representative-

Item E - Public Works Committee-
No one available to provide the report.

Item F - Finance Committee-
Hansel Mathlaw, Finance Director –
Discussed a sales tax protest of a decision made by the Finance Director regarding a vendor's requirement to pay sales tax on purchases.

Item G - Parks and Recreations Committee-
Eric Whitney, Council Representative-
Trails Recommendations were considered.
A great deal of vandalism has been occurring at the Parks and Recreation Department taking up a lot of the department time.
Considered a mini-grant from Wells Fargo.

VIII. SPECIAL BUSINESS

Item A - Review Canvass Board Certificate Of Election.

Item B – Resolution 14-13: A Resolution Certifying The Results Of The October 7, 2014 Regular City Of Bethel Election.

Main Motion:	To approve Resolution 14-13.
Moved by:	Whitney
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Robb, Whitney, Sigmon, Albertson, Pike and Springer
Opposed:	None

Item C – Oath Administered To Newly Elected Council Members.

Zach Fansler, Chuck Herman, and Byron Maczynski were administered their oath of office and took their place on the council bench.

Standing Council Members are:
Richard Robb
Mark Springer
Heather Pike
Leif Albertson
Chuck Herman
Zach Fansler
Byron Maczynski

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 14-26: Approving The Disposal Of City Property In The Form Of A Lease Agreement With Alaska Village Electric Cooperative For The Temporary Placement Of A Tower And Wind Measuring Devices For The Purpose Of Evaluating The Site For Permanent Wind Turbine Installation.

Subsidiary Motion:	Postpone indefinitely.
Moved by:	Springer
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

X. NEW BUSINESS

Item A – Introduction Of Budget Ordinance 14-14 (f): Modifying The FY15 Budget For The Operation Of The Yukon Kuskokwim Health And Training Center.

Main Motion:	To introduction Budget Ordinance 14-14 (f).
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

Main Motion:	Suspend the rules to hear from the Finance Director on this issue.
Moved by:	Albertson
Seconded by:	Fansler
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

Item B – Resolution 14-14: State Of Alaska Capital Priority Requests.

Main Motion:	To adopt Resolution 14-14.
Moved by:	Springer
Seconded by:	Albertson
Action:	Postponed

Main Motion:	Move into a committee of the whole.
Moved by:	Albertson
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

Main Motion:	Move out of committee of the whole.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

Main Motion:	Postpone until the next regular meeting.
Moved by:	Springer
Seconded by:	Maczynski
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

Item C- Leave request for City Attorney Oct. 23 to Nov. 4, 2014
Passed on the consent agenda.

Item D – AM 14-63: Authorizing The Training And Travel Request For The City Clerk To Attend The Alaska Association Of Municipal Clerk's Conference November 16, 17 and 18.
Passed on the consent agenda.

Item E – Approving The Personal Time Off Request For The City Clerk, November 13, 14, 19, 20 and 21.
Passed on the consent agenda.

Item F - AM 14-64: Authorizing The Administration's Release Of An RFP For Professional Lobbying Services.

Main Motion:	To approve AM 14-64.

Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

Main Motion:	Amend the RFP to reflect only State Lobbying Services; Amend to strike number three under the Scope.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 6-1
In favor:	Robb, Maczynski, Albertson, Pike, Herman and Springer
Opposed:	Fansler

Primary Amendment:	Amend the RFP 2.1 Term, the term of the agreement will be for three years, with a one, three year renewal option.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

Main Motion:	Postpone until the next regular meeting.
Moved by:	Fansler
Seconded by:	Maczynski
Action:	Motion does not carry by a vote of 7-0
In favor:	None
Opposed:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer

Item G - Personal Time Off For Acting City Manager Williams, December 2-15.
Passed on the consent agenda.

XII. MAYOR'S REPORT

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Springer- Thanked the outgoing Council Members for their excellent service to the community. Welcomed the new colleagues. Thanked Public Works for their work on the roads. After hearing the seriousness of the water and sewer truck, the Council will really need to focus on trying to find

funding for our large fleet trucks. Looking forward to the visit by the potential City Manager Candidate.

Council Member Fansler- Thanked the outgoing Council Members for all of their hard work. Expressed to the community, if there is ever something they would like to discuss with him, please give him a call.

Council Member Albertson-
Expressed appreciation to last year's Council. There were a lot of hot issues discussed by the previous City Council.
Wife was involved in a car accident, thanked the community for all of their help and phone calls. Although a bad experience, it reiterated what a great community it is that we live in.

Council Member Pike-
Appreciate the Council's patience during her travel; she is looking forward to returning home.

Council Member Herman- Excited to be on the Council.

Council Member Maczynski – Looking forward to his time on Council.

Vice-Mayor Robb-Thanked the outgoing Council Members for all of their hard work. Looking forward to working with the newly elected City Council Members. It is getting dark and cold, be careful when traveling outdoors.

XVI. EXECUTIVE SESSION

Item A - 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/Potential Litigation Regarding Potential Litigation And Debt Demand By Bethel Packing.

Main Motion:	To move into executive session 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/Potential Litigation Regarding Potential Litigation And Debt Demand By Bethel Packing. Those participating in the Executive Session are City Attorney and the City Clerk.
Moved by:	Springer
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer

Opposed:	None

XVII. ADJOURNMENT

Main Motion:	Adjourn
Moved by:	Springer
Seconded by:	Fansler
Action:	Motion carried unanimously by a vote of 7-0
In favor:	Robb, Maczynski, Fansler, Albertson, Pike, Herman and Springer
Opposed:	None

Richard Robb, Vice-Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska
Public Works Committee Minutes

October 15, 2014 | Regular Meeting | Bethel, Alaska

CALL TO ORDER
Committee Member Vice-Chair, Scott Guinn, called the regular Public Works Committee Meeting of October 15, 2014 to order.

ROLL CALL

Present: Scott Guinn, Robert Champagne, Delbert Egoak
Excused absence(s): Frank Neitz, Jennifer Dobson, Donna Lindsey
Unexcused absence(s):

Also in attendance were the following:
~~Muzaffer Lakhani, Public Works Director~~
Cheryl Roberts, Recorder of Minutes

October 15, 2014 meeting adjourned due to a lack of a quorum.

APPROVED THIS 15th DAY OF OCTOBER 2014.

Frank Neitz, Chair

Cheryl Roberts
Recorder of Minutes

DRAFT

City of Bethel

P.O. Box 1388 • Bethel, Alaska 99559-1388
907-543-3150
Fax # 543-3817
Website: www.cityofbethel.org

REGULAR MEETING AGENDA
ENERGY COMMITTEE
Monday, November 3, 2014 – 6:30 p.m.
City Hall Council Chambers, Bethel, AK

Members

Mary Weiss
Chair

Shari Neth
Vice Chair

Richard Robb

Jeff Sanders

Eddie Stanley

Alternate Members

Ex-Officio Member

Libby Furlong

I. Call to Order

II. Roll Call

III. People to be Heard

IV. Approval of Agenda
-Agenda November 3, 2014

V. Approval of Meeting Minutes
-Regular Meeting September 8, 2014

VI. Unfinished Business

A. Update Alternative Energy Report
B. Municipal Solid Waste Gasification Findings
C. Consideration of becoming a member of Renewable Energy Alaska Project
D. Invite an AVEC Representative to November's Energy Committee Meeting

VII. New Business

A. Alternative Energy News & Ideas

VIII. Committee Member Comments

IX. Adjournment

Agenda Posted October 27, 2014 at USPS, AC, Swanson's, and City Hall

Unfinished Business

Introduced by:
Acting City Manager Williams
Introduction Date: October 14, 2014
Public Hearing: October 28, 2014

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #14-14 (f)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2015 Budget

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2015, July 1, 2014 to June 30, 2015.

Section 2. The following is a summary of the changes by fund and department:

Budget Modification

	Increases	
40-50-649	Project Managers Fees	93,467
40-50-646	Contractor's Fee	707,352
40-50-623	Heating Fuel	213,407
40-50-621	Electricity	83,627
40-50-721	Insurance	15,000
40-50-624	Water/Sewer/Garbage	19,440
40-50-662	Maitenance-Wind Turbin	3,500
	Total Increases	**1,135,793**
	Decreases	
	Total Decreases	**0**
TOTAL	**Net Change to Appropriations**	**1,135,793**

Budget Modification

	Increases	
40-43-460	Entry Fees	141,352
40-43-463	Facility Rental	44,398
40-43-465	Program Fees	88,099
40-43-435	Concession Revenue	57,531
40-43-430	Pro-Shop Revenue	20,000
40-46-412	CURRENT BATH-TAX	410,667
40-39900	RESERVE ACCOUNT-BATH TAX	373,746
	Total Increases	**1,135,793**
	Decreases	
		0
	Total Decreases	**0**
TOTAL	**Net Change to Appropriations**	**(1,135,793)**

	TOTAL CHANGE APPROPRIATIONS	
	Total Increases	0
	Total Decreases	1,135,793
	Cumulative Change to Revenues	**1,135,793**

TOTAL CHANGE TO OVERALL CITY BUDGET

	Change to Revenues Increase/(Decrease)	***410,667***
	Change to Appropriations Increase/(Decrease)	***1,135,793***
	These changes *INCREASE*↑ the overall expenditures/expenses of the City by	**1,135,793**

Section 3. Effective Date. This ordinance becomes effective immediately upon adoption.

PASSED AND APPROVED THIS __ DAY OF ----------BY A VOTE OF __ IN FAVOR AND __ OPPOSED

ATTEST:

_____
Joseph A. Klejka, Mayor

_____

Introduced by: Acting City Manager Williams
Date: October 14, 2014
October 28, 2014
Action:
Passed:

CITY OF BETHEL

Resolution # 14-14

CITY OF BETHEL PRIORITIES FOR THE FY 2016 STATE OF ALASKA CAPITAL BUDGET

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:

Twelve Priorities	Request
1. Sewage Lagoon Rehabilitation and Dredging	$9,608,906
2. Institutional Corridor Water Delivery System - Phase 2	$5,187,742
3. Bethel Small Boat Harbor Improvements – Final Phase	$2,500,000
Total	$17,296,648

#1	Sewage Lagoon Rehabilitation and Dredging	$9,608,906

WHEREAS, the City of Bethel provides hauled sewage service to 1,297 buildings and piped sewage service to 448 buildings;

WHEREAS, all sewage is deposited into the City's sewer lagoon, which is divided into two cells that occupy 61.7 acres;

WHEREAS, the lagoon capacity is steadily shrinking every year as solids settle on the bottom and the berms remain fixed;

Introduced by: Acting City Manager Williams
Date: October 14, 2014
October 28, 2014
Action:
Passed:

WHEREAS, the City is given an administrative extension from the Alaska Department of Environmental Conservation each year to discharge effluent into the Kuskokwim River with the understanding that the City is actively pursuing lagoon remediation efforts;

WHEREAS, the City must discharge 220 million gallons of raw effluent into the Kuskokwim River every year in order to lower lagoon volume and avoid a cataclysmic breach or an overflow situation;

WHEREAS, the fact that a portion of the upper lagoon cell wall breached in 2005, causing the discharge of thousands of gallons of effluent onto open tundra, underscores the need for rehabilitation;

WHEREAS, professional engineering firm, Larsen Consulting Group, LLC , completed a preliminary engineering report in 2010 in which they described the poor condition of the lagoon and made recommendations for improvement;

WHEREAS, a letter from the compliance manager at the Alaska Department of Environmental Conservation dated June 27, 2013, summarized the City's lagoon facility problem by saying, "Therefore, the risk to human health of waterborne disease as a result of exposure to partially treated sewage effluent will persist until a replacement wastewater treatment facility can be put into place;"

WHEREAS, recommendations from Larsen Consulting and CH2MHill comprise the majority of this project: replace sewage truck dump site, dredge existing lagoon cells and replace baffles, and construct a new 30-acre holding cell and 20-acre treatment area;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council, as elected representatives of the community and City of Bethel, do hereby formally request that the State of Alaska provide $9,608,906 in the FY 2016 Alaska Capital Budget for Bethel to fund the Sewage Lagoon Rehabilitation and Dredging project.

#2 Institutional Corridor Water Delivery System – Phase 2 $5,187,742

WHEREAS, the State of Alaska provided the City of Bethel with only $7,000,000 in FY 2014 to complete the Institutional Corridor Water Delivery System project that cost $12,187,742, requiring the City to break the project into Phase 1 and 2;

WHEREAS, the City is currently using the bidding process to hire an engineer firm to develop design, plans, and specifications to construct Phase 1 and Phase 2;

WHEREAS, while Phase 1 is slated to connect piped water to the Yukon Kuskokwim Health Corporation's hospital and administration building, Phase 2 funding is needed to provide piped water to the adult correction facility, youth correction facility, and remaining institutions along Chief Eddie Hoffman Highway;

Introduced by: Acting City Manager Williams
Date: October 14, 2014
October 28, 2014
Action:
Passed:

WHEREAS, the City of Bethel owns and operates the City Subdivision Water Treatment Plant that has sufficient capacity to provide water to all institutional corridor project users;

WHEREAS, once the City begins providing piped water to institutional corridor users, the City foresees an increase in revenue over expenses, which will help the City demonstrate its fiscal responsibility to USDA and other funders;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council, as elected representatives of the community and City of Bethel, do hereby formally request that the State of Alaska provide $5,187,742 in its FY 2016 Capital Budget to fund the Institutional Corridor Water Delivery System – Phase 2;

#3	Bethel Small Boat Harbor Improvements	$2,500,000

WHEREAS, the City of Bethel received funding from the U.S. Army Corps of Engineers, Denali Commission, and State of Alaska for improvements to the Bethel Small Boat Harbor over the last five years;

WHEREAS, three sections of bank encompassing 1,300 feet are all that are left to improve with webbing and gravel in order to stabilize 100% of the banks, thereby reducing slough-off and the need for dredging;

WHEREAS, several culverts are needed to improve the parking lot and north side road access to the harbor;

WHEREAS, the Harbor allows Bethel residents easy, convenient, and inexpensive access to the Kuskokwim River for subsistence harvest of fish and game, access to fish camps, recreational uses, commercial fishing, commercial birding/guiding, wood gathering, and transportation to and from villages on the river;

WHEREAS, nearby villagers depend on the Harbor when they travel by boat to Bethel for medical appointments, vocational training, college attendance, conferences/workshops, government services, shopping, employment, air transportation to Anchorage and points beyond, and to visit friends and relatives;

WHEREAS, the Bethel Small Boat Harbor was officially designated a "harbor of refuge" by the U.S. Army Corps of Engineers and provides protection for small boaters from storms, high seas, and other natural hazards;

WHEREAS, great strides have been made to improve the Harbor over the last five years and one more bank stabilization effort is needed to finish the changes needed;

Introduced by: Acting City Manager Williams
Date: October 14, 2014
October 28, 2014
Action:
Passed:

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council, as elected representatives of the community and City of Bethel, do hereby formally request that the State of Alaska provide $2,500,000 in its FY 2016 Capital Budget to fund the Bethel Small Boat Harbor Improvement Project;

THEREFORE, BE IT FURTHER RESOLVED that the Bethel City Council, as elected representatives of the community and City of Bethel, hereby set and affirm the following five projects for the City's FY 2016 State of Alaska Capital Budget funding request: (1) Sewage Lagoon Rehabilitation and Dredging, (2) Institutional Corridor Water Delivery System – Phase 2, and (3) Bethel Small Boat Harbor Improvements.

ENACTED THIS 14th DAY OF OCTOBER 2014 BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

_____
Richard Robb, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City of Bethel
Projects for Bethel City Council Consideration – No Priority Indicated
FY 2016 State Capital Priorities

1. Alternate Road Around H-Marker Lake
($877,579 if City provides in-kind services; $1,820,752 if contractor completes project)
If funded, the City of Bethel would design, survey, and plan a road from Gunder's Way near H-Marker Lake to Ptarmigan Street. The preliminary plan calls for the road to cross BNC land and Charles' family land. Easements would have to be acquired from at least these two landowners. This alternative route around the lake would facilitate vehicle traffic to Tundra Ridge Subdivision and Ptarmigan Street neighborhoods from State Highway and allow access going south to the airport, Kasayulie, Larsen, and downtown.

2. Dust Control Measures, Gravel & Calcium Chloride (Any amount can be justified $1,000,000+)
The City of Bethel will purchase gravel, calcium chloride, and hydroseed mixture to apply to roads in subdivisions that do not often receive such treatment. The purchase of a water spray truck ($200,000) could also be added to this project. The City's current road watering truck is a 1992 Ford TL 9800. It has cracks in the frame , holes in the tank, and extensive rust on the body.

3. East Timber Wall Replacement ($5,047,675)
The City of Bethel received a grant from the Denali Commission in the amount of $200,000 to design the replacement of the East Timber Wall on Brown's Slough. The City contributed $50,000 toward the design project. The East Timber Wall is being jacked out of the ground as it slowly rots and collapses. PND Engineers recommends the removal of the wall and replacing it with a new steel sheet pile wall that will not decay like the timber wall. Design is done.

4. Port Office Facility ($500,000)
The existing Port Office is a small 12' x 18' building with no interior walls and shortage of space for private conversations with staff, customers, contractors, and agency personnel like the U.S. Coast Guard and Corps of Engineers. The proposed new Port Office would be at least 1,200 sq. ft. and ideally 1,800 sq. ft. in size and cost approximately $250/sq. ft. to construct. Three private offices would serve the Port Director, Dock Operator, and Administrative Assistant. A meeting room would serve the Port Commission, Corps of Engineers, engineering firms, and others who need room for several individuals and space to display large plan sets.

5. New Water Truck ($400,000)
The City of Bethel will be in the hauled water business for the foreseeable future and will always need new water delivery trucks. Most of the City's water trucks are Sterling-Western makes, a company that is no longer in business. The City believes Mack trucks may be superior in quality and durability and would like to move to a Mack fleet. The City plans to buy two new 4,000-gallon tank and larger pump so that more work can be completed faster.

6. New Sewer Truck ($175,000)
The City of Bethel will be in the hauled sewer business for the foreseeable future and will always need new sewer evacuation trucks. These trucks have pump systems that are more complex than the water trucks and usually undergo most costly repairs. Most of the City's sewer trucks are Sterling-Western, a company that is no longer in business. The City believes Mack trucks may be superior in quality and durability and would like to move to a Mack fleet. The City plans to purchase a 4,000-gallon sewer truck with a stronger pump so that more work can be completed faster.

7. New Fire Tanker/Tender ($350,000)
The Bethel Fire Department's current tanker only carries 1,500 gallons of water. The 1981 tanker runs poorly, can barely attain speeds of 30 mph, and lacks newly required safety equipment. The new tanker/tender will hold 3,500 gallons and better meet the needs of the department.

8. Front End Loader ($360,000)
The Public Works Department needs to purchase one front end loader to use on the landfill. The loader will assist in crushing vehicles, moving vehicles around the landfill, and loading dirt into dump trucks for cover and doing cover work.

9. Sheet Pile Wing Wall Replacement($6,440,225)
A 2006 engineer report recommended that the sheet pile wall adjoining Brown's Slough be replaced. The tiebacks supporting the top portion of the wall have decayed. Wall failure is a possibility as water continues to reach around the wall, eroding the sand supporting it.

10. Trash Dumpster Truck and 100 New Dumpsters ($252,847)
The City needs to purchase one new dumpster truck and designate one of the older ones to a "backup" role when one of the two newer ones is being serviced. The City's current dumpsters are rusting out from the bottom and are configured in such a way as to be inconvenient for the community to use effectively. The City needs new 4-yard, 6-yard, and 8-yard dumpsters.

11. New Porta-Pottie Evacuation Truck and 12 Porta-Potties ($114,708)
The City of Bethel currently provides porta-potties to businesses, construction sites, and to those hosting events for a fee. The City needs one port-pottie evacuation truck that can be used to evacuate standing porta-potties at locations and not have to haul the porta-potties to the sewage lagoon to evacuate them, as is done now. The City needs 12 new porta-potties.

New Business

Introduced by: Acting City Manager Williams
Introduction Date October 28, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-27

AN ORDINANCE BY THE BETHEL CITY COUNCIL REPEALING AND REPLACING SECTION 4.20 PURCHASING

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not affected thereby.

SECTION 3. Section 4.20 is hereby repealed.

~~Chapter 4.20~~
~~PURCHASING~~

~~Sections:~~

~~Article I. General Provisions~~

~~4.20.010 Purpose.~~
~~4.20.020 Applicability.~~
~~4.20.030 Definitions.~~
~~4.20.040 Budget approval.~~
~~4.20.050 Specifications generally.~~

~~Article II. Purchasing Agent~~

~~4.20.060 Office established.~~
~~4.20.070 Powers and duties.~~
~~4.20.080 Delegation of authority.~~

~~Article III. Source Selection and Contract Formation~~

~~4.20.090 Competitive sealed bidding.~~
~~4.20.100 Competitive sealed proposals.~~
~~4.20.110 Cancellation of bid invitations and proposal requests.~~
~~4.20.120 Determination of nonresponsibility – Confidentiality.~~

Introduced by: City Manager
Introduction Date
Public Hearing:
Action:
Vote:

~~Article IV. Appeals and Remedies~~

~~4.20.130 Appeals.~~
~~4.20.140 Remedies.~~

~~Article V. Procurements~~

~~4.20.150 General equipment, material and supplies.~~
~~4.20.155 Contracts for insurance.~~
~~4.20.160 Construction contracts.~~
~~4.20.170 Professional services.~~
~~4.20.180 Sole-source procurement.~~
~~4.20.190 Emergencies.~~

~~Article VI. Ethics~~

~~4.20.200 Conflicts of interest.~~
~~4.20.210 Gratuities, kickbacks and unauthorized spending.~~
~~4.20.220 Contingent fee prohibition.~~
~~4.20.230 Repealed.~~
~~4.20.240 Waivers from conflict of interest provisions.~~
~~4.20.250 Confidentiality.~~
~~4.20.260 Sanctions designated.~~
~~4.20.270 Recovery of value received or transferred.~~

~~Article VII. Violation and Penalty~~

~~4.20.280 Criminal penalties.~~
~~4.20.290 Contractor in good standing.~~

~~Article I. General Provisions~~

~~4.20.010 Purpose.~~

~~The purpose of this chapter is to provide for the fair and equitable treatment of all persons involved in public purchasing by the city, to maintain and improve local employment opportunities by encouraging the city to purchase supplies and materials locally when feasible, to increase sales tax receipts, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.~~

~~4.20.020 Applicability.~~

~~A. This chapter applies to contracts for the procurement of supplies, services, and construction entered into by the city after the effective date of this chapter. It shall apply to every expenditure of public funds by a public agency for public purchasing irrespective of the source of the funds.~~

~~B. When the procurement involves the expenditure of federal assistance, state grants, or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state law and regulation.~~

~~C. Nothing in this chapter shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.~~

~~D. This chapter shall be used in conjunction with the purchasing procedures adopted by city administration and set forth in the city administrative manual.~~

~~4.20.030 Definitions.~~

~~As used in this chapter, the following words and phrases shall have the meanings set out in this section:~~

~~A. Architect-Engineer and Land Surveying Services. "Architect-engineer and land surveying services" means those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the state.~~

~~B. Business. "Business" means any corporation, partnership, individual, sole proprietorship, joint venture, or any other private legal entity.~~

~~C. Confidential Information. "Confidential information" means any information which is available to an employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or available to the public on request.~~

~~D. Construction. "Construction" means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.~~

~~E. Contract. "Contract" means all types of city agreements, regardless of what they may be called, for the procurement of supplies, services or construction.~~

~~F. Contractor. "Contractor" means any person having a contract with the city or a using agency thereof.~~

~~G. Direct or Indirect Participation. "Direct or indirect participation" means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity.~~

~~H. Employee. "Employee" means an individual drawing a salary or wages from the city, whether elected or not, and any individual serving as an elected official.~~

~~I. Financial Interest. "Financial interest" means:~~

~~1. Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than one thousand dollars ($1,000) per year, or its equivalent;~~

~~2. Ownership of twenty (20) percent of any property or business; or~~

~~3. Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.~~

~~J. Gratuity. "Gratuity" means a payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.~~

~~K. Immediate Family. "Immediate family" means a spouse, children, parents, brothers and sisters.~~

~~L. Invitation for Bids. "Invitation for bids" means all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.~~

~~M. "Local business" means a business with fixed offices or distribution points located within the boundaries of the city and who has a current city business license and who is at the time of bidding or proposing in compliance with all requirements of the city sales tax ordinance. A Bethel post office box number or residential address may not be used solely to establish status as a local business.~~

~~N. Person. "Person" means any business, individual, union, committee, club, other organization, or group of individuals.~~

~~O. Procurement. "Procurement" means the buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, professional services, preparation and award of contract, and all phases of contract administration.~~

~~P. Public Agency. "Public agency" means a public entity subject to or created by the city.~~

~~Q. Qualified Products List. "Qualified products list" means an approved list of supplies, services, or construction items described by model or catalogue numbers which, prior to competitive solicitation, the city has determined will meet the applicable specification requirements.~~

~~R. Request for Proposals. "Request for proposals" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.~~

~~S. Responsible Bidder or Offeror. "Responsible bidder or offeror" means a person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facility, equipment, and credit which will assure good faith performance.~~

~~T. Responsive Bidder. "Responsive bidder" means a person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.~~

~~U. Services. "Services" means the furnishing of labor, time, or effort, by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements, collective bargaining agreements or agreements relating to the procurement of insurance coverage through an insurance broker.~~

~~V. Specification. "Specification" means any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.~~

~~W. Supplies. "Supplies" means all property, including but not limited to equipment, materials, printing, and leases of real property, excluding land or a permanent interest in land.~~

~~X. Using Agency. "Using agency" means any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to this chapter.~~

~~4.20.040 Budget approval.~~

~~It is the duty of the finance director to confirm that sufficient funds are available for the procurement of any single item or purchase order transaction exceeding ten thousand dollars ($10,000) which has already been approved by the adoption of the current fiscal year budget. The purchasing agent may give budget approval for the procurement of any single item of purchase order transaction less than ten thousand dollars ($10,000). Any item for which the procurement of is not otherwise included in the current fiscal year budget must be approved by council.~~

~~4.20.050 Specifications generally.~~

~~All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the city's needs. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the city, of equal substance and function. Any item quoted as "equal" shall be accompanied by complete data and/or brochures to be used in evaluation.~~

~~Article II. Purchasing Agent~~

~~4.20.060 Office established.~~

~~The position of purchasing agent is established in the finance department.~~

~~4.20.070 Powers and duties.~~

~~A. Principal Purchasing Official. Except as otherwise provided in this chapter, the purchasing agent shall serve as the principal purchasing official for the city, and shall be responsible for the procurement of supplies and services in accordance with this chapter, as well as the management and disposal of supplies and fixed assets.~~

~~B. Duties. In accordance with this chapter, and subject to the supervision of the finance director, the purchasing agent shall:~~

~~1. Procure or supervise the procurement of all supplies and services needed by the city;~~

~~2. Sell, trade, or otherwise dispose of surplus supplies and fixed assets belonging to the city.~~

~~C. Operational Procedures. Consistent with this chapter, and with the approval of the finance director, the purchasing agent may adopt and publish operational procedures relating to the execution of the duties of the position.~~

~~4.20.080 Delegation of authority.~~

~~With the approval of the city manager, the purchasing agent may delegate authority to purchase certain supplies, services, or construction to other city officials, if such delegation is deemed necessary for the effective procurement of those items. This provision recognizes that for the procurement of certain supplies, services or construction, effective management may call for the delegation of procurement authority to other city officials possessing specialized skills or knowledge that would make them better qualified to define the city's requirements or monitor a contractor's performance. When faced with an especially complex procurement, such as a complex construction project, the city may find it necessary to temporarily appoint a highly qualified construction management professional as construction procurement officer for that project. As an alternative, the city may choose to contract for the services of a construction management firm to oversee all phases of the project. As a city contractor, this firm shall be closely supervised in its performance by the purchasing agent or other city official as the city manager deems appropriate. In selecting and utilizing such a project management firm, the city will ensure that the contractors providing this management function are independent of those contractors providing construction or other project services to the city. Consistent oversight will be essential for the successful completion of such complex construction projects.~~

~~Article III. Source Selection and Contract Formation~~

~~4.20.090 Competitive sealed bidding.~~

~~A. Conditions for Use. All procurement contracts of the city shall be awarded by competitive sealed bidding except as otherwise provided in BMC 4.20.100,4.20.155 and 4.20.160.~~

~~B. Invitation for Bids. An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.~~

~~C. Public Notice. Adequate public notice of the invitation for bids shall be given a reasonable time, not less than thirty (30) calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation a reasonable time prior to bid opening. The public notice shall state the place, date and time of bid opening.~~

~~D. Bid Opening. Bids shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the purchasing agent deems appropriate, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.~~

~~E. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as otherwise authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for awards shall be objectively measurable, such as discounts, transportation costs, and total life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. The criteria shall include a statement that any local business submitting a bid shall receive a five (5) percent preference in determining the lowest responsible and responsive bidder. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.~~

~~F. Correction or Withdrawal of Bids – Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:~~

~~1. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or~~

~~2. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or~~

~~withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.~~

~~G. Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the local business that is the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids, provided such bid does not exceed by more than five (5) percent the lowest bid of any bidder that is not a local business. In the event the low responsive and responsible bid exceeds available funds as certified by the finance director and such bid does not exceed such funds by more than five (5) percent, the city manager or authorized designee is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.~~

~~4.20.100 Competitive sealed proposals.~~

~~A. Conditions for Use. When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by use of the competitive sealed proposal method.~~

~~B. Request for Proposals. Proposals shall be solicited through a request for proposals.~~

~~C. Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in BMC 4.20.090(C).~~

~~D. Receipt of Proposals. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the content of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.~~

~~E. Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors. The evaluation factors shall include a statement that any local business submitting a proposal shall receive a five (5) percent preference in evaluating the proposed price.~~

~~F. Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the~~

~~solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors, or of any information derived from proposals submitted by competing offerors.~~

~~G. Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors set forth in the evaluation. The contract file shall contain the basis on which the award was made.~~

~~4.20.110 Cancellation of bid invitations and proposal requests.~~

~~An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is for good cause and in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the city. Notice of cancellation shall be sent to all businesses solicited. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.~~

~~4.20.120 Determination of nonresponsibility – Confidentiality.~~

~~A. Determination of Nonresponsibility. If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the purchasing agent. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an injury with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.~~

~~B. Right of Nondisclosure. Information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the city outside of the office of the purchasing agent, or using agency, without prior written consent of the bidder or offeror.~~

~~Article IV. Appeals and Remedies~~

~~4.20.130 Appeals.~~

~~A. Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the city manager. A protest with respect to any invitation for bids or request for proposal shall be submitted in writing prior to the opening of bid or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within five (5) days, excluding Saturdays, Sundays, and other legal holidays, after such aggrieved person knows or should have known of the facts giving rise to the case.~~

~~B. Stay of Procurements During Protests. In the event of a timely protest under subsection A of this section, the purchasing agent shall not proceed further with the solicitation or award of the contract until the city manager makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the city.~~

~~C. Decision of the City Manager. All claims by a contractor against the city relating to a contract, except bid protests, shall be submitted in writing to the city manager for a decision. The contractor may request a conference with the city manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.~~

~~D. Notice to the Contractor. The decision shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under subsection E of this section.~~

~~E. Finality of Decision – Contractor's Right to Appeal. The city manager's decision shall be final and conclusive unless, within five (5) days, excluding Saturdays, Sundays, and other legal holidays, from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the city council or commences an action in a court of competent jurisdiction.~~

~~4.20.140 Remedies.~~

~~A. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the purchasing agent, after consultation with the city attorney, determines that a solicitation is in violation of~~

~~federal, state, or municipal law, then the solicitation shall be cancelled or otherwise revised to comply with applicable law.~~

~~B. Prior to Award. If after bid opening or the closing date for receipt of proposals, the purchasing agent, after consultation with the city attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state or municipal law, then the solicitation or proposed award shall be cancelled.~~

~~C. After Award. If, after an award, the purchasing agent, after consultation with the city attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:~~

~~1. If the person awarded the contract has not acted fraudulently or in bad faith:~~

~~a. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the city; or~~

~~b. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or~~

~~2. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the city.~~

~~Article V. Procurements~~

~~4.20.150 General equipment, material and supplies.~~

~~A. Source Selection. Except as otherwise provided in BMC 4.20.100, the source selection process for procurement of other than construction or professional services shall be as follows:~~

~~1. Over Twenty Thousand Dollars ($20,000). For the procurement of any single item or purchase order transaction expected to cost twenty thousand dollars ($20,000) or more, it shall be required that the request be put out for bid following the process as stated in BMC 4.20.090.~~

~~2. Ten Thousand Dollars ($10,000) or More, but Less than Twenty Thousand Dollars ($20,000). For the procurement of any single item or purchase order transaction expected to cost ten thousand dollars ($10,000) or more, but less than twenty thousand dollars ($20,000), no less than three (3) businesses shall be solicited to submit written quotations. The names of the businesses~~

~~submitting quotations shall be recorded and maintained as a public record. Any local business whose quotation does not exceed by more than five (5) percent the lowest price quotation received from any person who is not a local business shall be considered to have submitted a quotation lower than that submitted by the person who is not a local business.~~

~~3. Five Thousand Dollars or More, but Less than Ten Thousand Dollars ($10,000). For the procurement of any single item or purchase order transaction expected to cost five thousand dollars ($5,000) or more, but less than ten thousand dollars ($10,000), at least three (3) businesses shall be contacted for a phone quotation. The names of the businesses submitting a phone quotation shall be recorded and maintained as a public record. Any local business whose quotation does not exceed by more than five (5) percent the lowest price quotation received from any person who is not a local business shall be considered to have submitted a quotation lower than that submitted by the person who is not a local business.~~

~~4. Under Five Thousand Dollars ($5,000). The purchasing agent shall use judgment based on knowledge of vendors and products to determine whether or not it is necessary or practical or in the best interests of the city to solicit for quotations or bids.~~

~~B. Bid and Performance Bonds. Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing agent deems advisable to protect the city's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for determination of a bidder or offeror's responsibility.~~

~~4.20.155 Contracts for insurance.~~

~~A. The city shall procure liability, workmen's compensation and property insurance coverage by sealed competitive proposals for up to a three- (3-) year period either through one (1) or more insurance brokers, directly from an insurance company or through participation in a joint insurance arrangement established in accordance with AS 21.76.010.~~

~~B. The city shall procure insurance intended to benefit city employees by competitive sealed proposals for up to a three- (3-) year period either through one (1) or more insurance brokers, directly from an insurance company or through participation in a health insurance trust or similar arrangement established in accordance with applicable state or federal law.~~

~~C. Competitive sealed proposals shall be solicited in accordance with BMC 4.20.100. The city may hire a consultant to assist in either soliciting or evaluating the competitive sealed proposals.~~

~~4.20.160 Construction contracts.~~

~~A. Source Selection. The source selection process for the procurement of construction contracts, whether it be remodeling or construction of a new structure, shall be made as follows:~~

~~1. One Hundred Thousand Dollars ($100,000) and Over. For any construction or remodeling project estimated by the requisitioning department head or the public works director to cost one hundred thousand dollars ($100,000) or more, the competitive sealed bid procedure shall be used as stated in Article III of this chapter.~~

~~2. Under One Hundred Thousand Dollars ($100,000). For any construction or remodeling project estimated by the requisitioning department head or the public works director to cost under one hundred thousand dollars ($100,000), no less than three (3) businesses shall be contacted to submit written quotations. Award shall be given to the lowest responsible and responsive contractor.~~

~~B. Bid Security. Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the requisitioning department or the public works director to exceed one hundred thousand ($100,000). Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the city. Bid security shall be in the amount equal to at least five (5) percent of the amount of the bid.~~

~~C. Performance and Payment Bonds. When a construction contract is awarded in excess of fifty thousand dollars ($50,000), the following bonds or security shall be delivered to the city and shall become binding on the parties upon the execution of the contract:~~

~~1. A performance bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, in an amount equal to fifty (50) percent of the price specified in the contract, unless the price specified in the contract exceeds five million dollars ($5,000,000); then the performance bond shall be in the sum of two million five hundred thousand dollars ($2,500,000); and~~

~~2. A payment bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to fifty (50) percent of the price specified in the contract, unless the price specified in the contract exceeds five million ($5,000,000); then the payment bond shall be in the sum of two million five hundred thousand dollars ($2,500,000).~~

~~C. Contract Administration for Construction Contracts. The city manager or council shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the city manager shall consider the city's requirements, its resources, and the potential contractor's capabilities. The city manager shall execute and include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project. It is recognized that at least the following methods are currently being used for control and coordination of construction projects:~~

~~1. A single prime contractor (including a turnkey or design-build contractor); or~~

~~2. Multiple prime contractors managed by:~~

~~a. A designated general contractor,~~

~~b. A construction manager, or~~

~~c. The public works director.~~

~~4.20.170 Professional services.~~

~~A. Source Selection. The method of source selection process for professional services shall be made through the solicitation for request for proposals as stated in BMC 4.20.100.~~

~~B. Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in BMC 4.20.090. The request for proposal shall describe services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.~~

~~C. Statement of Qualifications. Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of~~

~~interest in providing such professional services. Persons may amend these statements at any time by filing a new statement.~~

~~D. Discussions. The head of a using department procuring the required professional services or a designee of such officer may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.~~

~~E. Award. Award shall be made to the offeror determined in writing, by the head of the using department procuring the required professional services or a designee of such officer, to be best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, the negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.~~

~~4.20.180 Sole-source procurement.~~

~~A contract may be awarded without competition when the purchasing agent documents in writing, after conducting a good faith review of available resources, that there is only one (1) source for the required supply, service or construction item.~~

~~4.20.190 Emergencies.~~

~~Notwithstanding any other provisions of this chapter, the city manager may authorize in writing the purchasing agent to make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination or the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.~~

~~Article VI. Ethics~~

~~4.20.200 Conflicts of interest.~~

~~A. It shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that:~~

~~1. The city employee or any member of the city employee's immediate family has a financial interest pertaining to the procurement contract; or~~

~~2. Any other person, business, or organization with whom the city employee or any member of a city employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.~~

~~B. A city employee or any member of a city employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.~~

~~4.20.210 Gratuities, kickbacks and unauthorized spending.~~

~~A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any city employee or former city employee, or for any city employee or former city employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.~~

~~B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.~~

~~C. Unauthorized Spending. Unauthorized spending of city moneys by a city employee on the city's behalf without proper approval shall be deemed unethical. No city funds shall be used for the procurement of goods and services for a city employee even if there was such intent to reimburse the city.~~

~~4.20.220 Contingent fee prohibition.~~

~~It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a city contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.~~

~~4.20.230 Contemporaneous employment prohibited.~~

~~*Repealed by Ord. 10-19.* [Ord. 163 § 8-105, 1985.]~~

~~4.20.240 Waivers from conflict of interest provisions.~~

~~The city council may grant a waiver from the employee conflict of interest provision (BMC 4.20.200), upon making a written determination that:~~

~~A. The conflict of interest has been publicly disclosed;~~

~~B. *Repealed by Ord. 10-19*;~~

~~C. The award will be in the best interests of the city.~~

~~4.20.250 Confidentiality.~~

~~It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.~~

~~4.20.260 Sanctions designated.~~

~~A. Employees. The city manager or city council may impose any one (1) or more of the following sanctions on a city employee for violations of ethical standards in this article:~~

~~1. Oral or written warnings or reprimands;~~

~~2. Suspension with or without pay for specified periods of time; or~~

~~3. Termination of employment.~~

~~B. Elected Official. The city council may impose any one (1) or more of the following sanctions for violations of the ethical standards:~~

~~1. Termination of contract;~~

~~2. Censuring. Such censure shall be made upon a two thirds (2/3) majority vote of the city council. No member of the city council may vote on any question of his or her own censure, but may participate in any discussion and debate on the matter.~~

~~4.20.270 Recovery of value received or transferred.~~

~~A. General Provisions. The value of anything transferred or received in breach of the ethical standards of this chapter by a city employee or an elected official may be recovered from both city employee and an elected official.~~

~~B. Recovery of Kickbacks by the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately~~

~~borne by the city and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one (1) offending party shall not preclude recovery from other offending parties.~~

~~Article VII. Violation and Penalty~~

~~4.20.280 Criminal penalties.~~

~~To the extent that violations of the ethical standards of conduct set forth in this chapter constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this chapter. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of the ordinance codified in this chapter shall not be impaired.~~

~~4.20.290 Contractor in good standing.~~

~~No procurement contract may be awarded to a person, group, organization, or other entity that is delinquent in the payment or collection of sales taxes, fees, charges, penalties, interest or other amounts that are due and owing, or otherwise obligated to the city.~~

Section 4. Title 4.20, Purchasing is hereby adopted to read as follows:

4.20 Purchasing

Article I – General Provisions
4.20.010 Definitions

Article II – Purchasing Agent
4.20.020 Purchasing Agent

Article III – Source Selection
4.20.030 Competitive Sealed Bidding
4.20.040 Competitive Sealed Proposals
4.20.050 Specifications Generally (Bids and Proposals)
4.20.060 Local Preferences
4.20.070 Contractor in Good Standing

Article IV – Bid Awards
4.20.080 Awards to be made only to Responsive Bidders
4.20.090 Procedures for Award
4.20.100 Bonds

Article I - General Provisions
4.20.010 Definitions.

As used in this chapter, the following words, terms and phrases shall have the meanings set out in this chapter, except where the context clearly indicates a different meaning:

A. "Business" means any corporation, partnership, individual, sole proprietorship, joint venture, or any other private legal entity.
B. "Construction" means the on-site erection, rehabilitation, alteration, extension or repair of improvements to real property, including painting or redecorating buildings, highways, or other improvements under contract for the City, but does not include routine operation, repair, or maintenance of existing buildings or improvements which are recurring services normally performed in connection with the ownership, occupancy or use of the building or improvement.
C. "Contract" means all types of City agreements, regardless of what they may be called, for the procurement of supplies, services or construction but does not include collective bargaining agreements or subdivision agreements.
D. "Contract Amendment" means any change in the term of a contract accomplished by agreement of the parties, including change orders.
E. "Contractor" means any person having a contract with the City or a using agency thereof.
F. "Financial interest" includes the receipt of a pecuniary benefit or the expectation of a pecuniary benefit:
    1. A financial interest of a person includes a financial interest of any member of the person's household.
    2. A person has a financial interest in an organization if the person:
        i. Has an ownership interest in the organization or
        ii. Is a director, officer or employee of the organization;
    3. Whether a financial interest is substantial is determined on a case by case basis.
G. "Immediate family":
    1. The spouse of the person
    2. Another person cohabiting with the person in a conjugal relationship that is not a legal marriage;
    3. A child, including a stepchild and an adoptive child, of the person;
    4. A parent, sibling, grandparent, aunt or uncle of the person; and

5. A parent or sibling of the person's spouse.

H. "Invitation for bids" means all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids or proposals.

I. "Person" means any business, individual, union, committee, club, other organization, or group of individuals.

J. "Procurement" means the buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, professional services, preparation and award of contract, and all phases of contract administration.

K. "Professional Service" means those advisory, consulting, technical, research or other services, such as architectural, engineering, land surveying, legal and financial which involve the exercise of discretion and independent judgment together with an advanced or specialized knowledge, expertise or training gained by formal studies or experience.

L. "Qualified products list" means an approved list of supplies, services, or construction items described by model or catalogue numbers which, prior to competitive solicitation, the City has determined will meet the applicable specification requirements.

M. "Responsive bidder" means a person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

N. "Services" means the furnishing of labor, time, or effort, by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements, collective bargaining agreements or agreements relating to the procurement of insurance coverage through an insurance broker.

O. "Specification" means any description of the physical or functional characteristics or of the nature of a supply, service, professional service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

P. "Subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of employer and an employee) for the purchase, sale or use of personal property or non-personal services which, in whole or in part, is necessary to the performance of any one or more contracts; or under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken, or assumed.

Q. "Supplies" means all property, including but not limited to equipment, materials, printing, and leases of real property, excluding land or a permanent interest in land.

Article II – Purchasing Agent

4.20.020 Purchasing Agent

A. The Finance Director or their designee shall serve as the purchasing agent.

B. The purchasing agent shall have the following authority and responsibilities:
   1. To procure or supervise the procurements of all supplies, services and construction required by the City;
   2. To administer or supervise the sale, trade or other disposal of surplus supplies belonging to the City;
   3. To join with other units of government in cooperative purchasing ventures where the best interest of the City would be served thereby;
   4. To maintain all records pertaining to the procurement of supplies, services and construction, and the disposal of supplies, by the City in accordance with the City's most recent retention schedule or the retention schedule for the funding source, whichever is later;
   5. To prescribe the time, manner, authentication and form of making requisitions for supplies and services; and
   6. Any other authorities and responsibilities which this chapter assigns to the purchasing agent.
   7. The City manager may delegate authority, in writing, to a department head, to purchase certain supplies, services, or construction if such delegation is deemed necessary for the effective procurement of those items provided such obligation does not exceed five ($5,000) thousand dollars.
   8. When faced with an especially complex procurement, such as a complex construction project, the City may find it necessary to temporarily appoint a highly qualified construction management professional as construction procurement officer for that project. As an alternative, the City may choose to contract for the services of a construction management firm to oversee all phases of the project. As a City contractor, this firm shall be closely supervised in its performance by the purchasing agent or other City official as the City manager deems appropriate. In selecting and utilizing such a project management firm, the City will ensure that the contractors providing this management function are independent of those contractors providing construction or other project services to the City. Consistent oversight will be essential for the successful completion of such complex construction projects.

Article III – Source Selection
4.20.030 Competitive Sealed Bidding

Unless otherwise authorized under this chapter or other provision of law, all City contracts for supplies, services (excluding professional services), and construction shall be awarded by competitive sealed bidding.

A. The purchasing agent shall initiate competitive bidding by issuing an invitation for bids. The invitation for bids shall be prepared by the using department and shall state, or incorporate by reference, all specifications and contractual terms and conditions applicable to the procurement.
B. Bids shall be opened publicly in the presence of one or more City witnesses at the time and place designated in the invitation for bids. The purchasing agent

shall tabulate the amount of each bid and shall record such other information as may be necessary or desirable for evaluation together with the name of each bidder. The tabulation shall be open to public inspection, and a copy of the tabulation shall be furnished to each bidder upon request. Any bidder may review the bids after tabulation or summary.

C. Bids shall be accepted unconditionally without alteration or correction. For purposes of determining the low bidder and the responsiveness of bids, no criteria except those set forth in the invitation for bids, including all specifications and addenda, may be used.

4.20.040 Competitive sealed proposals.

A. Conditions for Use. When the purchasing agent determines, in writing, that the use of competitive sealed bidding is either not practicable or not advantageous to the City, the City may procure supplies, professional services, general services or construction by competitive sealed proposals as outlined in this section.

B. The request for proposals shall be prepared by the using department. The purchasing agent shall solicit competitive sealed proposals by issuing a request for proposals. The request for proposals shall state, or incorporate by reference, all specifications and contractual terms and conditions to which a proposer must respond, and shall state the factors to be considered in evaluating proposals and the relative importance of those factors.

C. Proposals shall be received at the time and place designated in the request for proposals, and shall be opened so as to avoid disclosing their contents to competing proponents during the evaluation, discussion, and negotiation process. Notwithstanding chapter 2.40, the names of the responding firms, contents of the proposals, tabulations and evaluations thereof shall be open to public inspection only upon City council approval of a contract award. However, the purchasing agent shall issue a notice of intent to award to all responding proposers at least seven (7) business days prior to the City council approval.

    1. Competing proponents may make written request, to view their proposal or competing proposals prior to City council consideration of a contract. All such reviews must be in person and under the supervision of the purchasing agent. The review by a competing proponent is to assure reasonable access and opportunity to request a debriefing from the purchasing agent prior to council action on the proposed award.

D. In the manner provided in the request for proposals, the purchasing agent may enter into discussions with those responsible proponents whose proposals are determined by the purchasing agent to be most reasonably responsive to the request for proposals (short-listed firms). The purchasing agent may issue an interim notice to the remaining firms that a qualified list has been established for discussion purposes. No disclosure of the short-listed firms, contents of proposals, tabulations or evaluations thereof shall be made in accordance with subsection C above. Discussions shall be used to clarify and ensure full

understanding of the requirements of the request for proposals. The purchasing agent may permit those short-listed firms to revise their proposals after submission and prior to award to obtain best and final offers. Proponents deemed eligible for discussions shall be treated equally regarding any opportunity to discuss and revise proposals. However, if during the discussions it is evident that the proposals, as submitted, will exceed the available funding, and/or other changes in the terms, conditions, or requirements are needed to clarify or fulfill the requirements of the City, the purchasing agent shall issue a written modification to those short-listed firms with an established date and time for the firms to respond. The failure of a short-listed firm to respond or to notify the purchasing officer of a needed time extension may be just cause to remove the proposer from further consideration. In conducting discussions or requesting revisions, neither the purchasing agent nor any other City officer or employee shall disclose any information derived from other competing proposals.

E. If fair and reasonable compensation, contract requirements and contract documents can be agreed upon with the most qualified proposer, the contract shall be awarded to that firm.

F. If fair and reasonable compensation, contract requirements and contract documents cannot be agreed upon with the most qualified proposer, the purchasing agent shall advise the proposer of the termination of negotiations within five (5) business days of the determination. If the proposals were submitted by one or more other proponents determined to be qualified, negotiations may be conducted with such other proposers in the order of their respective rankings. The contract may be awarded to the proposer then determined to be most advantageous to the City.

G. When the service is routine and repetitious, costs of the anticipated service shall be considered during evaluation of proposals. This subsection shall not apply to a qualifications-based selection process.

    1. When the source selection is for architectural and/or engineering services, a qualifications-based selection process shall be used. Price will not be a sole factor in the selection of the architect or engineer during the evaluation process.
    2. Notwithstanding subsection G.1 of this section, the purchasing agent may include price as an added factor in selecting architectural and engineering services when, in the judgment of the purchasing agent, the services required are repetitious in nature, and the scope, nature, and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required.
    3. Except as otherwise required by state law in particular situations, this section shall apply to all procurements of architectural and engineering services by the City.

4.20.050 Specifications generally for Bids and Proposals

A. Requests for bids/proposals should clearly and accurately describe the technical requirements for the goods or services to be purchased. The specifications should not contain features that unduly restrict competition. A qualified products list may be used. It is the responsibility of the vendor to demonstrate to the City's satisfaction that its product is "equal" to that specified. Requests for approval of substitutions must be made with sufficient time to allow the City to adequately review the substitution request, including time for vendors to respond to questions and requests for additional information or clarification. The City has no obligation to accept proposed substitutions or to hire outside experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to award, other firms/individuals will be notified if practical and convenient.

B. Public Notice. Adequate public notice of the invitation for bids/proposals shall be given a reasonable time, not less than twenty (20) calendar days prior to the date set forth therein for the opening of bids/proposals. Such notice may include publication in a newspaper of general circulation for a reasonable time prior to bid/proposal opening.

1. The public notice shall state the place, date and time of bid/proposal submission and opening.
2. The contents of the notice shall be sufficient to inform interested readers of the general nature of the supplies, services or construction being procured and the procedure for submitting a bid/proposal.
3. The failure of any person to receive notice under this subsection shall not affect the validity of any award or contract.

C. The purchasing agent, at the request of the using department director, may provide for a pre-bid/proposal conference to be held at least seven (7) business days before the last day for submitting bids/proposal.

D. The terms of an invitation for bid/proposals may be modified or interpreted only by written addenda issued by the purchasing agent or the designee. Only a bid/proposal which acknowledges receipt of all addenda may be considered responsive. If an addendum is issued less than five (5) business days before the last day on which bids/proposals are to be accepted, the time for accepting bids shall be extended by at least five (5) business days after the date on which the addendum was sent.

E. All requests for bids or requests for proposals shall require the bidder to attach to his proposal, a sworn declaration:

1. Stating that neither he nor any of his representatives or third party mandated by him has attempted to contact City representatives or members of the selection committee, when applicable, for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City council to influence their decision; and

2. Stating that he has produced his proposal without collusion, communication, agreement or arrangement with a competitor with regards to prices, methods, factors or formulas for setting prices, to the decision to submit or not submit a proposal or to present a proposal that does not comply, directly or indirectly, with specifications contained in the request.
3. Stating that neither he nor any of his representatives engaged in discrimination, intimidating measures, influence peddling or corruption or entered into any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City.

F. All requests for bids or request for proposals must clearly state that:
1. A bidders/proposers failure to attach the sworn declarations required above shall result in automatic rejection of the proposal/bid, and
2. That in the event that a bidder or proposer, or a representative or third party mandated by them, has been in violation of the statements called for above, the bidder's proposal shall be automatically rejected, and
3. That the City of Bethel may cancel a contract that has been awarded if the City becomes aware, during the course of the contract, of a situation contravening a sworn statement required by this section.

G. Sealed bids/proposals shall be designated as such on the outer envelope and shall be submitted by mail, in person, e-mail or facsimile at the place and no later than the time specified in the invitation for bids/proposals. Bidders/Proposers who submit their bids/proposals via facsimile or e-mail do so at their own risk. The City is not responsible for failures or delays in transmission. Bids/proposals not submitted at the proper place or within the time specified shall not be opened or considered.

H. Awards shall be made by written notice to the bidder/proponent whose final proposal is determined to be most advantageous to the City. No criteria other than those set forth in the request for bids/proposals may be used in bid/proposal evaluation.

I. If the City manager determines that it is in the best interest of the City to do so, the City may reject all bids/proposals.

4.20.060 Local Preferences

A. In awarding competitive purchases or construction contracts, preference may be given to an otherwise qualified "local bidder" unless such preference is prohibited by the funding source.

B. For purposes of this section, a "local bidder/proposer" is a person who:
1. Holds a current state business license, and in addition, for construction contracts holds a current, appropriate state contractor's registration certificate; and

2. Holds a current City of Bethel business license both at the time the bid is announced and at the time it is scored; and
3. Submits a bid for a competitive purchase or construction contract under the name as appearing on the person's license, and where applicable, a certificate; and
4. Has continuously maintained a physical place of business within the City of Bethel staffed by the bidder or an employee of the bidder for a period of one hundred eighty (180) calendar days immediately preceding the date of the bid opening; and
5. Is compliant with all requirements of the City sales tax ordinance.
6. A Bethel post office box number or residential address may not be used solely to establish status as a local business.

C. Sliding Scale for Local Preference:
1. A five (5%) percent preference in bid/proposal prices not to exceed Five Thousand ($5,000.00) on purchases not exceeding Two Hundred Fifty Thousand ($250,000) Dollars;
2. A three (3%) percent preference in bid/proposal prices not to exceed Ten Thousand ($10,000.00) Dollars on purchases between Two-Hundred Fifty-One Thousand ($251,000) Dollars and Five Hundred Thousand ($500,000) Dollars; and
3. A two (2%) percent preference in bid/proposal prices not to exceed Twenty Thousand ($20,000.00) Dollars on purchases exceeding Five Hundred Thousand ($500,000.00) Dollars.

4.20.070 Contractor in Good Standing

A. No procurement contract may be awarded to a person, group, organization, or other entity that is delinquent in the payment or collection of sales taxes, fees, charges, penalties, interest or other amounts that are due and owing, or otherwise obligated to the City which is not remedied within ten (10) business days of notice to the contractor.
B. Any contract can be terminated for cause if it is determined that the contractor is in violation of any taxation ordinance and if such violation is not remedied within ten (10) business days of written notification by regular mail. If the delinquency arises due to non-filing of sales tax, no payment will be made to the contractor until all filings have been made and all amounts due are remitted.
C. The City reserves any right it may have to offset amounts owed by its contractor(s) for delinquent City taxes against any amount owing to the contractor(s) under a contract between the City and the contractor(s).

Article IV –Awards

4.20.080 Award to be made only to Responsive Bidders or Proposers

A contract awarded under this chapter shall be made only to a qualified, responsive and responsible bidder or proposer. The purchasing agent shall determine,

after consultation with the appropriate department director and the City manager, whether a bidder/proposer is qualified, responsive and responsible on the basis of the following criteria:

A. The skill and experience demonstrated by the bidder in performing contracts of a similar nature;
B. The bidder's capacity to perform in terms of facilities, personnel, financing and location (including whether the bidder/proposer has performed contracts of a similar nature);
C. The bidder's/proposer's past performance under City contracts. If the bidder/proposer has failed in any material way to perform its obligations under any contract with the City, the bidder/proposer may be deemed a non-responsible bidder/proposer.
D. At all times the best interests of the City shall be recognized in awarding bids/proposals.

4.20.090 Procedures for Award

A. Contracts shall be awarded by written notice issued by the purchasing agent to the lowest qualified, responsive and responsible bidder or proposer.
B. At least seven (7) business days before council approval, the purchasing agent shall send written notice of intent to award the contract. Notice will be sent by to the three (3) lowest bidders/proposers.
C. If the lowest qualified, responsive and responsible bid/proposal exceeds the amount of funds certified by the purchasing agent to be available for the procurement, and if sufficient additional funds are not made available, the scope of the procurement may be reduced to bring its estimated cost within the amount of available funds. The purchasing agent shall issue a new invitation for bids/proposals for the reduced procurement, or, upon finding that the efficient operation of the City government requires that the contract be awarded without delay, the purchasing agent may negotiate with the three lowest qualified, responsive and responsible bidders starting with the first lowest and progressing upward by price or with the three most qualified proposers starting with the highest scored proposer and progressing downward by score; and may award, or recommend to the City council for award, the reduced contract to the best negotiated bid/proposal, except where prohibited by state and federal grant conditions or where another procedure has been specified in this chapter.

4.20.100 Bonds

A. Bid Bonds. The purchasing agent may require that persons submitting bids pursuant to this chapter accompany their bids with a bid bond in an amount and in a form acceptable to the purchasing agent. The bonds shall be issued by a company qualified by law to do business as a surety in the state, or shall be in the form of a cash deposit. A condition of the bond shall be that, if the bidder receives the award, they shall enter into a contract therefore with the City.

B. Performance and Payment Bonds. If a requirement for a performance and payment bond is included in the terms of the invitation to bid, the purchasing agent may require that any person awarded a City contract furnish such bond, issued by a company qualified by law to do business as surety in the state. The bond shall be in an amount determined by the purchasing agent and in a form approved by the City attorney. Such bonds shall, at a minimum, guarantee the full and faithful performance of all contract obligations and payment for all labor and materials to be used under the contract.
C. Exceptions. The purchasing agent, with the using department head concurrence, may grant exceptions from bonds pursuant to AS 36.25.025.

Article V – Exceptions

4.20.110 When Competitive Bidding Is Not Required

The following may be purchased without giving an opportunity for competitive bidding:

1. Supplies, materials, equipment or contractual services, purchased from another unit of government at a price deemed below that obtainable from private dealers, including war surplus;
2. Contractual services purchased from a public utility at a price or rate determined by State or other government authority;
3. Supplies, materials, equipment or contractual services purchasable under the contract of another governmental agency in which contract the City is authorized to participate.

4.20.120 Waiver of Irregularities

The City Council, or the City manager for bids of $50,000 or less, shall have the authority to waive irregularities on any and all bids, except that timeliness and signature requirements shall not be waived.

4.20.130 Cancelation of Bid Invitations and Proposal Requests

An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is for good cause and in the best interests of the City. The reasons therefore shall be made part of the contract file. Each solicitation issued by the City shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the City. Notice of cancellation shall be sent to all businesses solicited. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

4.20.140 Determination of Non-Responsiveness

A. If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsive, a written determination of non-responsiveness, setting

forth the basis of the finding, shall be prepared by the purchasing agent and presented to the bidder or offeror within three (3) business days.

B. The unreasonable failure of a bidder or offeror to supply information in connection with an inquiry within three (3) business days of notice by the purchasing agent may be grounds for a determination of non-responsiveness. A copy of the determination shall be sent promptly to the nonresponsive bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

4.20.150 Waiver of Formal Bidding Procedures

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

Following such waiver, the City manager shall submit a written report to the council clearly outlining all waivers made. Such written report shall be included in the next available council packet following the waiver.

Article VI. Specific Procurements

4.20.160 Construction

A. Source Selection. The source selection process for the procurement of construction contracts, whether it be remodeling or construction of a new structure, shall be made as follows:
   1. One Hundred Thousand Dollars ($100,000) and Over. For any construction or remodeling project estimated by the requisitioning department director to cost one hundred thousand dollars ($100,000) or more, the competitive sealed bid procedure shall be used as stated in this chapter.
   2. Under One Hundred Thousand Dollars ($100,000). For any construction or remodeling project estimated by the requisitioning department director to cost under one hundred thousand dollars ($100,000), no less than three (3) businesses shall be contacted to submit written quotations. Award shall be given to the lowest responsible and responsive contractor.

B. Contract Administration for Construction Contracts. For construction contracts of less than One Million Dollars, the City manager or council shall have discretion to select the appropriate method of construction contracting management for a particular project. For contracts exceeding one million dollars, the discretion shifts solely to the City council.
   1. In determining which method to use, the following shall be considered:
      a) The City's requirements,
      b) The City's resources, and
   2. The potential contractor's capabilities. The City manager shall execute and include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction

contracting management for each project. It is recognized that at least the following methods are currently being used for control and coordination of construction projects:

a) A single prime contractor (including a turnkey or design-build contractor); or
b) Multiple prime contractors managed by:
   i. A designated general contractor,
   ii. A construction manager, or
   iii. The public works director.

4.20.170 Consulting Services for City Council

The City council may solicit, evaluate, and select consultants to assist them in performance of their duties without the necessity of following the formal procedures for procurement of services set forth in this code. The City council shall direct the method and criteria for obtaining consultant services by resolution setting forth the urgent situation necessitating the need to bypass the regular procurement processes and demonstrating how the City is obtaining the best possible value.

4.20.180 Emergency Procurements

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

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

1. An incident such as a storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, avalanche, snowstorm, prolonged extreme cold, drought, fire, flood, epidemic, explosion or riot;
2. The release of oil or a hazardous substance if the release requires prompt action to avert environmental danger or mitigate environmental damage;
3. Equipment failure if the failure is not a predictably frequent or recurring event or preventable by adequate equipment maintenance or operation;
4. Enemy or terrorist attack or a credible threat of imminent enemy or terrorist attack in or against the State that the Adjutant General of the Department of Military and Veterans Affairs or a designee of the Adjutant General, in consultation with the Commissioner of Public Safety or a designee of the Commissioner of Public Safety, certifies to the Governor has a high probability of occurring in the near future (the certification must meet the standards set out in Alaska Statute, AS 26.20.200); or

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

4.20.190 General Equipment, Materials and Supplies

A. Source Selection. Except as otherwise provided in BMC 4.20.050, the source selection process for procurement of general equipment, materials and supplies, other than those for construction shall be as follows:
   1. Twenty Thousand (*$20,000*) Dollars and Over: For the procurement of any single item or purchase order transaction expected to cost twenty thousand dollars ($20,000) or more, it shall be required that the request be put out for bid following the process as stated in BMC 4.20.030.
   2. Under Twenty Thousand (*$20,000*) Dollars: For the procurement of any single item or purchase order transaction expected to cost ten thousand dollars ($10,000) or more, but less than twenty thousand dollars ($20,000), no less than three (3) businesses shall be solicited to submit written quotations. The names of the businesses submitting quotations shall be recorded and maintained as a public record.
   3. Under Ten Thousand (*$10,000*) Dollars: For the procurement of any single item or purchase order transaction expected to cost five thousand dollars ($5,000) or more, but less than ten thousand dollars ($10,000), at least three (3) businesses shall be contacted for a phone quotation. The names of the businesses submitting a phone quotation shall be recorded and maintained as a public record.
   4. Under Five Thousand *($5,000)* Dollars. The purchasing agent shall use judgment based on knowledge of vendors and products to determine whether or not it is necessary or practical or in the best interests of the City to solicit for quotations or bids.

4.20.200 Governmental and Proprietary Procurements

A. The purchasing agent may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
   1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the City has a financial responsibility or beneficial interest in entering into an agreement.
   2. For contracts issued pursuant to any federal, state or local government contract where the City is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the

City as those awarded under the original contract, all in accordance with BMC 4.20.050. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.

B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of this chapter prior to execution.

C. No contractor may provide supplies, services, professional services, or construction to the City before the applicable requirements of this section are first satisfied.

4.20.210 Joint Purchasing

A. The City manager may join with other units of government in cooperative purchasing ventures for the purchase of personal property to include bid extension, where the best interest of the City would be served thereby, provided such other unit of government uses competitive bidding on the item purchased. The property to be purchased must be budgeted and substantially meet or exceed the City requirements for a similar item.

B. The City manager may join with other units of government in the cooperative purchasing of professional services and products, where the best interest of the City is served. The professional service or product must be budgeted and substantially meet or exceed the City requirements for a similar service or product.

C. The City manager may purchase personal or real property from other governmental agencies, without competition, provided the City manager presents to the council, through an ordinance as provided in BMC 04.08. description of the transaction, including a description of the property, its price and any such terms or information that may be relevant prior to the purchase of any real property.

D. The other units of government may be outside of Alaska, to include other municipalities, states, and the federal government. If, for a federal government purchase the point of purchase or contract is outside of Alaska or if the unit of nonfederal government is outside of Alaska, then the bidder must agree: (1) to have venue in Bethel, Alaska, for any dispute arising out of or related to the purchase or to the good or service provided, (2) to have the laws of the state of Alaska apply to all disputes arising out of or related to the purchase or to the good or service provided, and (3) to have the laws of no state other than the state of Alaska apply to all disputes arising out of or related to the purchase or to the good or service provided. If the goods are reasonably expected to require service over their lifetime, the bidder/proposer must certify that there is a service center for the goods available in Alaska; provided, that this requirement may be omitted by the City manager for good cause in writing.

1. In addition, the bidder must agree to ship the goods FOB Bethel, Alaska, at the best shipping rate available providing for a reasonable delivery time, which shipping rate and time must be preapproved by the City

manager. The bidder must agree that the City will bear only that portion of the shipping costs FOB Bethel that exceed the shipping costs to the point of delivery under the contract with the other unit of government.

E. Any purchases or agreements exceeding Fifty Thousand ($50,000) dollars must also be approved by the City Council.

4.20.220 Insurance

A. The City shall procure liability, workmen's compensation and property insurance coverage by sealed competitive proposals for up to a five (5) year period either through one or more insurance brokers, directly from an insurance company or through participation in a joint insurance arrangement established in accordance with AS 21.76.010.

B. The City shall procure insurance intended to benefit City employees by competitive sealed proposals for up to a five (5) year period either through one or more insurance brokers, directly from an insurance company or through participation in a health insurance trust or similar arrangement established in accordance with applicable state or federal law.

C. Competitive sealed proposals shall be solicited in accordance with BMC 4.20.040. The City may hire a consultant to assist in either soliciting or evaluating the competitive sealed proposals.

4.20.230 Legal Services

A. Legal services shall be procured in accordance with 4.20.040.

B. No negotiations or contracts for the services of legal counsel may be pursued or awarded without the prior written approval of the City attorney and/or City council. The City attorney shall review the responses received by the purchasing agent and shall be assisted by the purchasing agent in the selection process.

C. All bills or invoices for payment for legal services obtained pursuant to this section shall be reviewed and approved by the City attorney prior to payment. All funds budgeted, obligated or expended by any City department or utility for contract legal services must be charged to a separate legal services budget account within that department or utility.

D. The City council shall approve, in advance, the participation by the City in any litigation as plaintiff or intervener, where outside counsel is retained to represent the City if the cost, including attorneys' fees and litigation expenses of that representation, is likely to exceed thirty thousand ($30,000) dollars.

E. Exceptions and Waiver: The City Manager, City Clerk and/or City Attorney are exempt from this section only during the following situations:

1. Threatened or actual litigation initiated by an outside person;
2. Temporary coverage while the City Attorney's office is vacant for any period of time;
3. Situations where immediate legal action of a specialized nature is necessary; or

4. Situations where a neutral third party attorney is needed such as appeals to a commission or the city council.
5. Following such waiver, a written report to the council shall be presented clearly outlining the waiver and the reason for it. Such written report shall be included in the next available council packet following the waiver.

4.20.240 Professional Services

A. Source Selection. The method of source selection process for professional services shall be made through the solicitation for request for proposals as stated in BMC 4.20.040.
B. Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in BMC 4.20.050. The request for proposal shall describe services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.
C. Statement of Qualifications. Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. Persons may amend these statements during the filing period by filing a new statement.
D. Discussions. The purchasing agent may enter into discussions with those responsible proponents whose proposals are determined to be most responsive in accordance with the procedures laid out in section 4.20.040 (D) of this chapter.
E. Award. An award shall be made to the offeror determined, in writing, to be the best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable.

4.20.250 Sole Source Procurements

A. A sole-source contract may be awarded under this section only when the purchasing agent determines, in writing, that there is only one source for the required purchasing or construction.
B. A sole-source purchase may not be made if a reasonable alternative source exists. The written determination must include findings which support the determination that only one source exists.
C. The authority to make the determination and findings required by this subsection may not be delegated.
D. The using department shall submit written evidence to support a sole-source determination. The purchasing agent may also require the submission of cost or pricing data in connection with an award under this section.
E. The purchasing agent shall negotiate with the single supplier, to the extent practicable, to obtain the most advantageous contract to the city.
F. A sole-source contract may be awarded without competition when the purchasing agent documents in writing, after conducting a good faith review of

available resources, that there is only one (1) source for the required supply, service or construction item.

G. All sole-source determinations will be made in advance and require council approval prior to final execution.

4.20.260 State and Federal Grants

A. The City council has the power and authority to appropriate funds and accept grant offers from state and federal agencies.
B. The council may authorize the City manager to enter into grant agreements with state and federal granting agencies.
C. All rights, powers and authority pertaining to grants, and the administration of grants, are vested in the City manager or their designee.
D. The council may authorize the City manager to enter into contracts with incorporated entities, including organized municipalities, to assist the City in performing under the terms and conditions of grant agreements.
E. When, in the opinion of the City attorney, it is determined that certain mandated provisions of a grant agreement regarding procurement are inconsistent with this chapter, the grant provisions shall take precedent.

Article VII – Bid Protests and Appeals

4.20.270 Filing of a Bid Protest

A. The City establishes these administrative review procedures for bid/procurement protests to promote the fair and efficient resolution of such disputes over contracts awarded by the City pursuant to the provisions of this chapter regarding bids and requests for proposals. Time is of the essence in any protest. All documents the City issues shall be deemed to contain language advising bidders/proposers of the right to protest the determination of the successful bid/proposal as set out in this section.
B. An interested party may protest the intended award of a contract or a solicitation of supplies or services by filing a written protest with the purchasing agent.
C. All protests must include the following information:
    1. The name, address, and telephone number and continuously operating fax number of the interested party filing the protest;
    2. The signature of the interested party or the interested parties authorized representative;
    3. Identification of the invitation, request or proposed award at issue;
    4. A detailed statement of the legal or factual grounds for the protest;
    5. Copies of all relevant documents;
    6. The form of relief requested;
    7. Certification under oath that the claim is made in good faith and that the supporting data are accurate and complete to the best of the bidder's/protester's knowledge and belief; and

8. A fee in the amount listed in the most current City of Bethel Schedule of Rates. Charges and Fees shall be paid to the City and must be received by the deadline for filing the written protest. This fee shall be refundable if the appellant prevails in the protest to the City manager or City council.

D. The purchasing agent shall reject an untimely or incomplete protest or a protest filed without timely payment of the required fee. Such rejection shall be final and may be appealed to the superior court pursuant to Part VI of the Rules of Appellate Procedure.

4.20.280 Timeline:

A. Pre-Award Notice Timeline: A protest based on alleged improprieties or ambiguities in an invitation to bid or a request for proposals must be filed with the purchasing agent at least (10) business days before the due date of the bid or proposal. Failure to meet this timeline shall constitute a waiver of the protesting party's rights and bar any further action regarding this matter.

B. Post-Award Notice Timeline. Any party bidding or submitting a proposal for a contract with the City that is adversely affected by the provisions of this chapter, or regulations promulgated hereunder, or by any acts of the City in connection with the intention of the City to award a City contract, may protest to the City manager, in a writing personally received at the office of the City purchasing agent within five (5) business days from the date of notice of intent to award a contract. The protest may be hand delivered, delivered by mail or by facsimile and must comply with the requirements of this section.

C. The purchasing agent shall immediately give notice of a protest filed to all interested parties.

4.20.290 Stay of an Award

A. If a timely and complete protest is filed, the award of a contract shall be stayed until all administrative remedies have been exhausted, unless the City manager determines, in writing, that award of the contract pending resolution of the protest is in the best interest of the City.

B. Notice of the stay, protest and decision of the City manager whether or not to grant the stay shall be delivered to all interested parties within three (3) business days of receipt of a properly filed protest.

4.20.300 Review by City Manager

A. The City manager shall issue a written decision to the protesting party within ten (10) business days of the date the protest is filed by certified mail or other authorized method. If multiple protests have been filed, they may be consolidated for purposes of the decision. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown the City manager may extend the date for the decision for such additional period as may be necessary. In such

situation, the City Manager shall immediately give written notice to all interested parties and shall provide a date when a decision is expected.

B. If a decision is not made by the date it is due, the protester may proceed as if the City manager had issued a decision adverse to the protester.

4.20.310 Appeal of City Manager Decision

A. The City manager's decision may be appealed to the City council by filing a notice of appeal to the City clerk and requesting the City manager to forward the written appeal and the City manager's response to the council. The council shall conduct a de novo review of the issue appealed. The request to appeal to the City council must be submitted in writing to the City clerk within three (3) business days of the City manager's decision. Any appeal not timely filed shall be rejected by the clerk and the appeal forever barred. Appeals to the City council will be heard at the date and time established by the City clerk, not less than twelve (12) calendar nor more than thirty-five (35) calendar days after receipt of the appeal. For good cause the City council may shorten or extend the hearing date.

4.20.320 Notice and Record on Appeal

A. The City clerk shall provide all interested parties who may be adversely affected by a decision of the council, notice of the appeal and scheduled hearing date within seven (7) business days of receipt of the notice of appeal. Such notice shall also advise the parties of their right to appear and be heard at the appeal, and shall also set forth a schedule for written statements and submission of evidence.

B. The purchasing agent shall submit to the clerk the record of the bid or proposal process including the invitation to bid or request for proposal, any amendments thereto, all correspondence to or from all parties, the protest filed to the City manager and supporting documentation, and the decision issued by the City manager. The clerk shall prepare the record on appeal, to include written statements and all evidence submitted, and provide copies to interested parties upon payment of appropriate copying fees in the amount listed in the most current City of Bethel Fee and Rate Schedule. Prior to the scheduled hearing the clerk shall distribute copies of the record to all City council members, the purchasing agent and the City manager.

C. The City council shall act in its quasi-judicial capacity when considering an appeal under this section and shall accordingly remain impartial and refrain from ex parte contact with any interested party regarding a specific invitation to bid or request for proposal from the time it has been issued. Any council member found to have violated this provision shall be recused from participation in the appeal.

D. Written arguments and submittals of evidence shall be filed in the following manner:

1. Written arguments due. Written arguments shall be filed by the parties on a date set by the clerk no later than four (4) business days prior to the hearing. All exhibits, evidence, and affidavits supporting a party's position shall be filed on the date written arguments are due.
2. Party participation. Any eligible party wishing to participate in the appeal must submit its mailing address, telephone and facsimile numbers, if any, to the clerk, in writing, within five (5) business days of the clerk issuing notice of the appeal. The clerk shall provide the parties, the City manager and council with written submittals before the hearing date.

4.20.330 Hearing Procedures

The following procedures shall be followed by the council when conducting a hearing under this chapter:

A. Evidence not submitted to the clerk five (5) business days prior to the hearing, may not be considered by the council unless good cause is shown. Good cause may include, but is not limited to; evidence that was not available to the party presenting the evidence at the time it was due to the clerk. Any objection to new evidence by any party shall be made at the time of the hearing before the council.
B. The following order shall be followed for the hearing, unless for good cause shown the council permits a change:
    1. Appellant's Opening Presentation;
    2. Administration's Opening Presentation;
    3. Opening Presentation by any other Party;
    4. Rebuttal by the Appellant;
    5. Rebuttal and closing by the Administration;
    6. Rebuttal by any other interested party; and
    7. Sur-Rebuttal and closing by the Appellant.
C. If the appellant or representative is not present when called, the council shall consider any written presentation, evidence, and documents presented to it pursuant to and thereafter proceed according to the remaining applicable provisions of this chapter.
D. All persons presenting evidence shall do so under oath, administered by the City clerk.
E. The hearing shall be conducted informally with respect to the introduction of evidence. Irrelevant evidence may be excluded by the presiding officer. Each interested party shall have a total of no more than thirty (30) minutes to present their case. Each party shall be responsible for dividing their thirty (30) minutes between oral presentation, argument, testimony (including witness testimony), and rebuttal. The council may expand or limit the length of the hearing depending on its complexity, or take other action to expedite the proceedings. Cross-examination will not be permitted during presentation of the case. If a witness testifies during presentation of either the appellant's or any other parties'

case, unless excused by the council, with the concurrence of the appellant and all other parties, the witness must remain available in council chambers to be called to testify during rebuttal by the appellant and the administration or other interested party. City Council questions and parties' responses shall not be included in the time limitation.

4.20.340 Decision by City Council

A. The council may uphold the City manager's decision, remand the matter back to the City manager or order a rejection of all bids or proposals. The council shall make written findings of fact which are supported by the substantial evidence in the record, written conclusions and an order. The council member chairing the hearing shall execute the order. If the matter is remanded to the City manager, any further appeals of the City manager's decision shall be to the superior court pursuant to Part VI of the Alaska Rules of Appellate Procedure.
   1. "Substantial evidence" means relevant evidence a reasonable mind might accept to support a conclusion.
B. The clerk shall serve the written decision on the parties in person, or by mail within ten (10) business days after the oral decision. If facsimile service is requested by a party, service by U.S. mail shall follow.

4.20.350 Appeal to superior court.

Appeals may be taken from the written decision of the council within thirty (30) calendar days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure.

Article VIII – Contract Formation and Modification

4.20.360 Budget Approval / Availability of Funds

A. No contract for supplies, services or construction may be approved or executed unless the finance director has certified that funds are available for the City's performance under the contract.
B. It is the duty of the finance director to confirm that sufficient funds are available for the procurement of any single item, contract, bid/proposal or purchase order transaction exceeding five thousand ($5,000) dollars, inclusive of all shipping costs.
C. The purchasing agent may give budget approval for the procurement of any single item or purchase order transaction less than five thousand ($5,000) dollars.
D. Any item for which the procurement of is not otherwise included in the current fiscal year budget must be approved by council prior to the solicitation or procurement of the item.

4.20.370 Contracting Authority

The City may, pursuant to an award in accordance with this chapter, contract with any person to acquire any supplies, services, professional services or construction required by the City.

4.20.380 Contracts Enforceable Against the City

A. No contract for supplies, services, professional services or construction, or any amendment thereto, may be enforced against the City unless its terms have been approved in accordance with this chapter and unless the contract or amendment thereto has been set forth in a writing executed in accordance with this chapter.
B. No oral contracts may be enforced against the City. The City only recognizes and accepts written contracts that follow the processes laid out in this Chapter.

4.20.390 Execution of Contracts

A. All City contracts and any amendments thereto, must be signed by the City manager or, in the absence of the City manager, by their duly appointed designee.
B. No contract or any amendments thereto may be enforced against the City unless the contract or amendment thereto has been set forth in writing and executed in accordance with this chapter.

4.20.400 Contract Administration

The using department shall administer all contracts for supplies, services, professional services and construction except as otherwise designated, in writing, by the City manager.

4.20.410 Contract Amendments

Contract amendments shall not be used to avoid procurement by the competitive procedures established under this chapter. Contracts for supplies, services, professional services and construction may be amended by the City manager only for the following reasons:

A. To change the quantity of supplies ordered or date of delivery under a contract for supplies, where necessary to meet unforeseen City requirements;
B. To change the quantity of services or professional services to be rendered or to change the scope of a project under a contract for services or professional services, where necessary to meet unforeseen changes in City requirements;
C. To change the scope of a project or the scope of services or professional services under a construction contract to meet unforeseen City requirements or to change the specifications under a construction contract because unforeseen conditions render the original specifications impracticable;
D. To change the time for completing a project under a contract for services, professional services or construction;

E. To correct an error in contract specifications made by the City in good faith or to resolve a good faith dispute between the City and a contractor as to a party's rights and obligations under the contract; or
F. To change administrative provisions of a contract without materially altering the contract terms governing the quantity or quality of supplies, services, professional services or construction furnished to the City.
G. No contact amendment or change order that will cause the total value of the contract to increase by more than fifteen thousand ($15,000) dollars may be executed unless the council has approved a memorandum setting forth the essential terms of the amendment or change order request.
H. No contract amendment that will increase the contract price may be approved or executed unless the finance director has certified that funds are available for the City's performance under the contract as amended.

4.20.420 Multi-year Contracts

A. The City may enter into contracts for terms exceeding one (1) year provided that funds for the City's performance during the fiscal year in which the contract term commences are certified in writing by the finance director as being available.
B. The City's payment and performance obligations for succeeding fiscal years after issue of a multi-year contract shall be subject to the availability of funds lawfully appropriated therefore.
C. Contracts for construction or in connection with requirements of federal and state grants are not to be construed as multi-year contracts; however, lawfully appropriated funds must be available for the term of the contract.

4.20.430 Council Approval of Contracts

A. Prior council approval by action memorandum is required before contracts for the following can be sought:
    1. All contracts over five hundred thousand ($500,000) dollars;
    2. Supply Contracts over five thousand ($5,000) dollars;
    3. Services, other than professional services, over fifty thousand ($50,000) dollars;
    4. Insurance contracts over two hundred fifty thousand ($250,000) dollars;
    5. Professional Service Contracts over two hundred fifty thousand ($250,000) dollars; and
    6. Legal Services over thirty thousand ($30,000) dollars.
B. No contract under section (A) above shall be authorized unless the following essential terms of the contract are identified:
    1. The identity of the selected contractor and all contractor's contacted;
    2. The contract price;
    3. The nature and quantity of the performance that the City shall receive under the contract;
    4. The using department; and

5. The time for performance under the contract.

C. If contracts are awarded to more than one bidder pursuant to an invitation for bids, contracts with different bidders shall be considered together for purposes of determining the application of subsections (A) of this section. If any contract to be awarded under a given bid is subject to council approval, the award of other contracts pursuant to the same invitation for bids may, at the discretion of the purchasing officer, be delayed pending council approval.

D. No grant to a governmental or quasi-governmental agency or to a private nonprofit corporation for any amount may be issued unless the council has approved a memorandum setting forth:
   1. The identity of the grantee;
   2. The grant amount;
   3. The purpose to which grant funds are to be devoted; and
   4. The department charged with administration of the grant.

E. No contractor may provide supplies, services, professional services, or construction to the City before the applicable requirements of this section are first satisfied.

F. Council approval via action memorandum as described in this section constitutes authorization for the City manager to execute the contract described in the memorandum.

G. Regardless of the amount involved, all contracts for professional lobbying services must be approved in advance by the council.

Article IX – Contract Disputes

4.20.440 Administrative Review of Contract Disputes

A. A person having a claim concerning a contract or other matter arising out of this chapter (other than a bid protest as covered in BMC 4.20.270) may file the claim with the purchasing agent. The claim must be accompanied by a filing fee as set out in the Bethel Schedule of Rates. When filing the claim, the claimant shall certify under oath:
   1. That the claim is made in good faith;
   2. That the supporting data are accurate and complete to the best of the claimant's knowledge and belief; and
   3. That the amount requested accurately reflects the adjustment for which the claimant reasonably believes the City is liable.

B. A claim under this section must be filed within thirty (30) calendar days after the claimant becomes aware of the basis of the claim or should have known the basis of the claim or within such shorter period as may be required in the contract, whichever is earlier. If the claim does not meet the requirements of subsections (A) and (B) of this section, it shall be denied.

C. If a claim asserted concerning a matter arising out of this chapter cannot be resolved by agreement, the purchasing agent shall issue a written decision and

serve it upon the claimant. The purchasing agent shall make the decision not more than thirty (30) calendar days after receipt of all necessary information from the claimant, except that if the claim is for more than fifty thousand ($50,000) dollars, the decision will be made within sixty (60) calendar days after receipt of all necessary information. If the claimant fails to furnish necessary information requested by the purchasing agent, the purchasing agent shall proceed to decide the claim and may, in the purchasing agent's discretion, deny all or part of the claim because of the failure to furnish necessary information.

D. During an appeal under this chapter, the claimant may not rely on or introduce information that the claimant has failed to furnish to the purchasing agent in support of the claim. Before issuing the decision, the purchasing agent shall review the facts relating to the claim and obtain necessary assistance from legal, fiscal, and other advisors.

E. The purchasing agent shall furnish a copy of the decision to the claimant by certified mail or other method that provides evidence of receipt. The decision must include:
   1. A description of the claim;
   2. A reference to the pertinent contract provisions;
   3. A statement of the agreed-upon and disputed facts;
   4. Findings of fact about the claim;
   5. A determination of any amount payable;
   6. A statement of reasons supporting the decision; and
   7. A statement substantially as follows:

      This is the final decision of the purchasing agent. This decision may be appealed to the City manager. If you appeal, you must file a written notice of appeal with the City manager within fourteen (14) calendar days after you receive this decision."

4.20.450 Appeal of Purchasing Agent's Decision

A. An appeal from a decision of the purchasing agent on a contract claim (excluding bid protests) arising out of a matter in this chapter may be filed by the claimant with the City manager. The appeal by a claimant shall be filed within fourteen (14) calendar days after the decision is received by the claimant. An appeal by a claimant may not raise any new factual issues or theories of recovery that were not presented to the purchasing agent in the decision under BMC4.20.440. The claimant shall serve a copy of the appeal with the purchasing agent at the time of filing with the clerk.

B. An appeal must contain a copy of the decision being appealed and identification of the factual or legal errors in the decision that form the basis for the appeal.

C. The city manager shall appoint a hearing officer.

4.20.460 Hearing Procedures

A. The hearing officer shall arrange for a prompt hearing and notify the parties in writing of the time and place of the hearing. The hearing shall be conducted in an informal manner.

B. The hearing officer may:

1. Hold prehearing conferences to settle, simplify, or identify the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding;
2. Require parties to state their positions concerning the various issues in the proceeding;
3. Require parties to produce for examination those relevant witnesses and documents under their control;
4. Rule on motions and other procedural matters;
5. Regulate the course of the hearing and conduct of the participants;
6. Establish time limits for submission of motions or memoranda;
7. Impose appropriate sanctions against a person who fails to obey an order of the hearing officer, including:
   a) Prohibiting the person from asserting or opposing designated claims or defenses or introducing designated matters into evidence;
   b) Excluding all testimony of an unresponsive or evasive witness; and
   c) Excluding a person from further participation in the hearing;
8. Take official notice of a material fact not appearing in evidence, if the fact is among the traditional matters subject to judicial notice;
9. Administer oaths or affirmations;
10. Exclude witnesses when not testifying.

C. The parties shall have the right:

1. To present witnesses and evidence; and
2. To cross-examine opposing witnesses and rebut evidence.

D. The hearing will be open to the public.

E. The hearing shall be recorded. A transcribed record of the hearing shall be made available at cost to a party that requests it.

F. The hearing officer shall review the purchasing agent's decision using a preponderance of evidence standard with the burden of proof on the claimant.

4.20.470 Determination after Hearing

A. The hearing officer's decision will be written findings of fact and conclusions of law and will be made within thirty (30) calendar days of the end of the hearing, except that if the amount claimed exceeds fifty thousand ($50,000) dollars, the decision will be made within seventy-five (75) calendar days of the end of the hearing. The decision shall include a statement substantially as follows:

> This is the final decision of the hearing officer. This decision may be appealed to a court. If you appeal, you must commence your lawsuit in the Superior Court for the State of

Alaska at Bethel within thirty (30) calendar days after your receipt of this decision.

B. The hearing officer shall deliver the written decision to the City manager and serve the written decision on the parties by fax and by mail.

C. Appeal to Superior Court. An appeal may be made from the written decision of the hearing officer pursuant to the Alaska Rules of Appellate Procedure to the superior court for the state of Alaska at Bethel only.

4.20.480 Misrepresentation and Fraudulent Claims

A. A person who makes or uses in support of a claim or a bid protest under this chapter a misrepresentation, or who practices or attempts to practice a fraud, at any stage of proceedings relating to a matter arising out of this chapter:
   1. Forfeits all claims relating to that procurement or contract; and
   2. Is liable to the City for reimbursement of all sums paid on the claim, for all costs, including without limitation actual attorney's fees, attributable to review of the claim or protest, and for a civil penalty equal to the amount by which the claim is misrepresented.

B. The purchasing agent, hearing officer, or court shall make specific findings of misrepresentation, attempted fraud, or fraud before declaring a forfeiture under subsection (A)(1) of this section.

C. Suits to recover costs and penalties under subsection (A)(2) of this section must be commenced within six (6) years after the discovery of the misrepresentation, fraud, or attempted fraud.

D. In this section, "misrepresentation" means a false or misleading statement of material fact, or conduct intended to deceive or mislead concerning material fact, whether or not it succeeds in deceiving or misleading.

4.20.490 Exclusive Remedy

The bid protest and claims procedures in this section provide the exclusive procedure for asserting a bid protest or claim against the City in relation to a matter arising under this chapter.

SECTION 3. Effective Date. This section shall become effective January 1, 2015.

ENACTED THIS _____ DAY OF _____ 2014, BY A VOTE OF ___IN FAVOR AND ___OPPOSED.

_____
Richard Robb, Vice-Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: Acting City Manager Williams
Date: October 28, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #14-28

AN ORDINANCE AMENDING AND ADOPTING FEES AND CHARGES FOR THE CITY OF BETHEL

BE IT ORDAINED that the City Council of Bethel, Alaska,

SECTION 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

SECTION 2. The attached Fees and Charges schedule is hereby adopted. It shall be adhered to by all City Departments.

SECTION 3. Effective Date. This ordinance becomes effective ten (10) days after the passage of this ordinance.

PASSED AND APPROVED THIS 11th DAY OF NOVEMBER 2014, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST: Richard Robb, Mayor

Lori Strickler, City Clerk

City of Bethel

Fees and Charges

GENERAL SERVICES

Identification Card $10.00

Replacement Identification Cards 10.00

Wire Transfer Fee 25.00

NSF Check Fee..... 30.00

Check Replacement Fee 25.00

Notary Service, per document..... 3.00

Electronically Reproduced Records (up to 5 pages) 5.00
(For documents over 5 pages in length, add $0.25 per page)

Bethel Business License Holders List/Information 25.00

Bethel Business License-based on business type (Valid 2 years)..... 150.00

Bethel Lapel Pin 2.00

Passport Execution..... In accordance with US Department of State Fee

Lost key (Cost of replacing locks)..... .....100.00

Regular Photocopies (per page) 0.25

CD of public meeting/hearing (per CD)..... 10.00

Burial Permit..... .....50.00

Burial Lot Reservation.....150.00

Appeal/Protest/Contract Dispute fees~~, unless otherwise specified in the code~~...150.00

CODE ENFORCEMENT

Vehicle Removal, (per vehicle).....$200.00

Impound fee, first day 25.00
Each day after 20.00
~~Vehicle Disposal at the dump, per vehicle.....200.00~~

POLICE DEPARTMENT

Vehicles and Traffic

Towing or initial impoundment (4-Wheeler/ ATV/Snowmachine).....$100.00

Storage per day (4-Wheeler/ ATV/Snowmachine) 10.00

Animal Control

Animal License (AVID Chip) onetime fee..... 20.00

Animal Adoption (includes license) 25.00

Destruction of Animal (euthanization)…..... 30.00

Impound fee, first day..... 25.00
Each day after 20.00

Rabies vaccination ..... No charge

Quarantine (10 days) per day 15.00

Chauffeur/Taxi Permits

Chauffeur Permit

Initial Issuance.....$250.00

Renewal.....250.00

Substitute Vehicle (good for 14 days)..... 85.00

Renewal 125.00

Taxi Cab, River Taxi & Dispatch Permit, per month……. 185.00

Dispatch Permit Renewal.....150.00

Taxi Cab/River Taxi Permit Application..... 250.00

Taxi Cab/River Taxi Permit Renewal.....250.00

Appeal made to the Commission.....100.00

Application to Transfer an Interest.....125.00

Late Payments.....100.00

Retest.....25.00

Mailed Applications.....15.00

Drug Testing 35.00

Protective Custody

If paid within 30 days.....$150.00

After 30 days 175.00

Copying Fee

First 3 pages (Reports/Other) $5.00

Additional pages..... .....0.25 per page

Miscellaneous

Fingerprints (by appointment only-when available) .....$25.00/per card

Civil Process Service..... 45.00

Records Fees

CD (per)..... 15.00

Searches, if over five hours (per hour) .....

If the search or production of records for one requester in a calendar month exceeds five person-hours, the requester shall pay the personnel costs required during the month to complete the search and copying tasks. The personnel costs may not exceed the actual salary and benefit costs for the personnel time required to perform the search and copying tasks. The requester shall pay the fee before the records are disclosed, and the city may require payment in advance of the search.

FIRE DEPARTMENT

Basic Life Support ambulance services.....$350.00

Advanced Life Support ambulance services..... 450.00

Fire Incident Report 25.00

Ambulance Run Report..... 25.00

MAPS

Land Status Map $50.00

Street Map Booklet (11″x17″) 15.00

City Map Color (Grid Sheet) 15.00

City Map B/W (Grid Sheet) 10.00

Plat Copies 8.00

Plotted Reproduction of an existing file 15.00

Street Map PDF..... 25.00

Street Map (Addresses) 50.00

PLANNING FEES

Site plan, infill/moving of single family residence $25.00
A $500.00 fine if infill/moving of residence without site plan application: Contractor/Owner Responsibility

Site plan, residential single family new $25.00
A $500.00 fine if developments of a new residence without site plan application Owner responsibility

Site plan residential duplex 100.00
A $500.00 fine if developments of a new residential duplex without site plan application Owner responsibility

Site plan residential triplex 200.00
A $1000.00 fine if developments of a new residential triplex without site plan application Owner responsibility

Site Plan, infill Commercial 100.00
A fine of $1000.00 if infill is done without site plan application: Developers Responsibility

Site Plan, Demolition of Building either residential or commercial 100.00
A fine of $1000.00 for torn down

Site plan, commercial, major (New Development or existing site improvement)

A. A. Site plan Application Commercial: The application fee for a commercial, industrial or other non residential development shall be $600 for the first $100,000 of the total construction costs, plus an additional fee one half of one percent for the portion over $100,000 of the total construction costs. Typical construction costs shall include all costs associated with the development for which the application is being submitted, including, but not limited to site improvement for which the application is being submitted, including, but not limited to, site improvement and building improvement costs including new or

additional buildings, but shall include interior furnishings, atypical features, decorative materials or other similar features. For fees calculated based the percentage of construction costs, such costs shall be supported by the sworn statement of a licensed architect, licensed engineer or other qualified individual if an architect or engineer has not been retained for the project as the expected construction costs for projects over $1,000,000 . Institutional (Hospital, Educational and Governmental) will be assessed a flat fee of $600 for the total cost of the construction.

A. For a proposed linear development, the application fee shall be $150.00 per acre of all land included in the right of way of the proposed linear development project plus $150.00 per acre located outside of the right of way that will be disturbed as part of a linear development project. A Linear development means land uses such as roads, trails, sewerage and management of pipes, gas and water pipelines, electric, telephone and other transmission or distribution lines, which have the basic function of connecting two points, the rights-of-way therefore, and any accessory structures or uses directly associated therewith. Linear development shall not include residential, commercial, office or industrial buildings, improvements within a development such as utility lines or pipes, or internal circulation roads;

1. For a resource extraction permit application or permit renewal application, the application fee shall be $1,500.00 plus $30.00 per acre to be mined within each permit period (Yearly);

2. For a change of use with no additional development or home occupations, the application fee shall be $200.00; and

The application fee for mixed residential and non-residential development shall be the sum of the residential and non-residential development fees as calculated according to the relevant fee schedules in (A) above.

Variance.....$200.00

Vacation.....$300.00

Conditional use~~s~~ permit $200.00
Re-plat, short subdivision, abbreviated plat, supplemental plat, waiver, floodplain land use.....$100.0 .plus recording fees

Preliminary subdivision plat.....$300.00
.....plus $15.00/lot

Final Subdivision plat.....$300.00

.....plus recording fees

Site plan submitted after work has begun.....$300.00

Utility Permit $400.00

Platting Waiver $100.00

Appeal.....$100.00

MAPS

Xerographic type single sheet map copy..... $5.00 per sheet

Computer generated retracement of single lot or tract with legal Description.....$25.00

Computer generated single sheet maps-plats.....$50.00 first sheets
.....$25.00 each additional sheet

Land Status Map $30.00

Street Map (Addresses) $50.00

Comprehensive Plan on CD (*also available at no cost on City website*)..... $25.00

The fee for a Letter of Interpretation or Amended Letter of Interpretation pursuant to Bethel Municipality Code shall be determined according to the following:

1. The application fee for any other Letter of Interpretation or Amended Letter of Interpretation shall be $200.00.

(a) The application fee for the review and processing of a request for a letter stating information that is available in a municipal land use ordinance or stating other information readily available to the public from a source other than the Bethel Planning Commission shall be $200.00.

(b) The application fee for an Amended Certificate of Filing shall be $200.00 or 10 percent of the original permit fee, whichever is greater, with a maximum fee of $3,000. If a request for an Amended Certificate of Filing is submitted more than five years following the issuance of the original Certificate of Filing, the fee shall be calculated as if a new application had been submitted.

(c) The fee for the review of any study or survey prior to the submission of a development application, including, but not limited to, any threatened or endangered

species protocol, threatened or endangered species protocol results or a cultural resource survey, shall be one-third of the estimated application fee calculated in accordance with (a) through (b) above. Any fee submitted in accordance with this provision shall be deducted from the application fee due at the time of submission of the application for the proposed development for which the study or survey was prepared or conducted.

Code Enforcement

Junk Vehicles Removal, per vehicle $200.00

Impound fee, first day 25.00
Each day after 20.00

Removal of non-vehicles junk/honey buckets (percentage of cost of removal) 100%
Disposal of items plus city man power (wages), city vehicles usage (gas), court cost, attorney fees, only if property owners don't remove the debris from their property.

PARKS AND RECREATION

~~Weight Room, per day.....$5.00~~

~~Weight Room, per month ..... 50.00~~

~~Weight Room, Senior Rate.....3.00~~

~~Weight Room, per year.....350.00~~

Bethel 4-H Youth Center

** Center Fees can be waived by department policy.*

Monthly youth participant fee (grades K-~~12~~ 6).....~~25.00~~ $40.00

Annual fee offered Aug to Nov PFD Special participant fee (grades K to ~~12~~6)...~~160.00~~

.....240.00

Annual Teen participant fee (grades 7-12).....20.00

Drop-in fee (per day) (grades K-12) 5.00

Adult per day fee..... .....5.00

(The Bethel Youth Center is open to adults during open hours that there are no scheduled youth programs)

Log Cabin Rental:

Cleaning Deposit (refundable)..... .200.00

Main Room full day 175.00

Kitchen full day..... 50.00

Both/full day 225.00

Main Room half day 90.00

Kitchen half day..... 25.00

Both/Half day 115.00

Log Cabin non-profit organization rental cost,

Cleaning Deposit (refundable).....$200.00

Main Room full day 50.00

Kitchen and Main Room..... .....75.00

~~*Bethel Youth Center Fees can be waived by department policy.~~

PORT AND HARBOR

Fees are in accordance with the most recently adopted tariff rates. Verify with Bethel Port Office.

PUBLIC WORKS

Utility Permit Application Fee Annual Permit.....$130.00

Utility Permit Application Fee Temporary Use $50.00

Utility Permit Application Fee Emergency Use.....$50.00

Water & Sewer Rates

Fees are in accordance with the most recently adopted ordinance establishing water and sewer rates. Verify with Bethel City Finance Office.

Garbage & Landfill Rates

~~Fees are in accordance with the most recently adopted ordinance establishing garbage and landfill rates. Verify with Bethel City Finance Office.~~

Vehicle Disposal at the dump, per vehicle.....$200.00

Vehicle Disposal at the dump, per vehicle without fluids/and or battery removed 300.00
Refrigerators and Freezers ……40.00

Bethel 4-H Youth Center

From: Parks and Recreation 4-H

RE: Fee Changes

For: Fee & Rate Schedule

Monthly Participation (grades K-6) $40 per person

This is what we have been charging for the last 2 years. Parents feel that it is still reasonable.

Annual fee offered Aug to Nov PFD Special participant fee (grades K-6) $240 per person

This is what we have been charging for the last 2 years. Parents feel that it is still reasonable. If parents paid $40 a month for the year would be $480.

Annual teen participant fee (grades 7-12) $20 per person

This fee is something that the teens alone can afford.

Daily Participation fee (all grades) $5 per day per person

People that come to visit over school vacations, only need a temporary place for the kids and $40 for the month when they only participate a few days out of the month seemed to be charging too much. Fees are not prorated for the month. $5 is the charge for adults and weight room users and feel that it is fair for the parents that just need it for a day here and there or a week or two.

Waivers

Qualifications for a fee waiver are participation in WIC, Food Stamps, free/reduced lunch. Parents are asked to provide documentation such as WIC envelope, Quest Card or note from school lunch program.

Parents with special hardship cases are referred to the Director for further discussion and the Director can make a case by case waiver as necessary.

Fees Cover

The 4-H membership each year which is needed to have the members be in good standing so they can qualify for state travel and other participation.

Fees Collected

Since 2006 when we started charging a fee we have averaged $8,500 per year.

City of Bethel Action Memorandum

Action memorandum No.	14-66		
Date action introduced:	10-28-2014	Introduced by:	Mayor Robb
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: *Approve Mayor's appointment of Beverly Hoffman to the Planning Commission.*

Route to:	Department/Individual:	Initials:	Remarks:
X	Planning Director		

Attachment(s): Application

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Action memorandum 14-66 is sponsored by the Mayor at the request of the City Clerk.

Beverly Hoffman has requested appointment to the Planning Commission. If appointed, she would be appointed to a term of three years with a term expiration of December 31, 2017.

Office of the City Clerk
City of Bethel
300 State Highway
Bethel, AK 99559-1388
Phone: (907)-543-1384
Fax: (907)-543-3817

APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

Committee(s)/Commission(s) of interest:

- __ Energy Committee
- __ Parks and Recreation Committee
- __ Finance Committee
- __ Public Works Committee
- X Port Commission
- __ Public Safety and Transportation Commission
- X Planning Commission

All Planning Commissioners are required to provide a Financial Disclosure Statement to the City Clerk's Office within 30 days of appointment. Commissioners are also required to update those statements only when changes occur that would require an amendment to their statement.

NAME: Beverly A. Hoffman

MAILING ADDRESS:

RESIDENCE ADDRESS:

HOME PHONE: **WORK PHONE:**

CELL PHONE: **E-MAIL:**

OCCUPATION: Co Partner in Kuskokwim Wilderness **EMPLOYER:**

1. Do you (or an immediate family member) currently own or operate a business in the City of Bethel? If so please provide the name and the type of business.

Mike Hoffman · Kuskokwim Wilderness Adventure
John McDonald " "

2. Are you (or an immediate family member) a member of a board of directors, officer of, or hold a management position with, an organization that has financial dealings of one thousand dollars or more in value with the city of Bethel? If so please provide the name and the type of business.

no

3. Do you currently have a direct or indirect financial of business interest with the City of Bethel, to include contracting, leaseholder, employee? If so please provide the name and the type of business.

NO

4. Are you a resident of the City of Bethel? X Yes __ No If so, for how long?

5. Does your schedule permit you to regularly attend required meetings: X Yes __ No

I understand that this is a voluntary, appointed position to be confirmed by the Bethel City Council. I further understand that this application is public information and the merits of my appointment may be discussed at a public forum. In addition, my name may be published in a newspaper or other media outlet.

I have read Chapter 2.05 of the Bethel Municipal Code regarding Responsibilities of city council members, municipal officers, appointed officials and employees-conflict of interest. I agree to comply with the code and understand that my tenure as a commission/committee member requires such compliance.

I certify that the information in this application is true and accurate.

Signature of Applicant: Beverly Hoffman Date: 10/20/14

FOR OFFICE USE ONLY

Date Received: 10/20/2014

Date of Council Approval: Action Memorandum Number:

Date Applicant Notified:

Term Expiration:

Registered voter of the City X Yes __ No

Return completed application to the Office of the City Clerk.

City of Bethel Action Memorandum

Action memorandum No.	#14-67		
Date action introduced:	October 28, 2014	Introduced by:	Acting City Manager Williams
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Accept and approve the Land and Water Conservation Fund grant award from the State of Alaska in the amount of $125,000 less State administrative expenses, and direct the Acting City Manager to sign the Grant Agreement to fund the Pinky's Park Improvements Project.

Route to Department/Individual	Initials	Remarks
Administration/Peter Williams		The City Attorney reviewed the Land and Water Conservation Fund grant agreement and drafted a memo detailing her concerns. The State of Alaska, Division of Parks and Outdoor Recreation Grants Administrator, Jean Ayers, responded to the memo in an email. The memo and email are attached.

Attachment(s):

1. Letter from Jean Ayers, Grants Administrator, congratulating the City on its grant award and providing administrative direction to the City.
2. Land and Water Conservation Fund Grant Agreement with the State of Alaska for Pinky's Park Improvements (LWCF Grant #02-00411).
3. Recommendation to City Council from Parks and Recreation Committee supporting the City's preparation and submission of LWCF grant (dated 12/4/12).
4. City of Bethel Resolution #13-02: Prepare and Submit 2013 Land and Water Conservation Fund Grant Application to Fund Pinky's Park Improvements (1/22/13).
5. City of Bethel Resolution #13-03: Designation of Five Acres of Land to Pinky's Park for Outdoor Recreation (1/22/13).
6. Memo to Bethel City Council from City Attorney Patty Burley after review of LWCF Grant Agreement.
7. Email from State of Alaska Grants Administrator Jean Ayers, in response to Patty Burley Memo.

Amount of fiscal impact	Description	Account information
$0 cash outlay by City $19,922 YKHC grant $143,656 in-kind by City $12,343 in-kind Bethel volunteers	Grant funding supports the purchase of one high tunnel for community garden, welding services for tunnel, boardwalk and platform construction materials, geoweb/geoblock for trails, geoweb, hydroseed materials, soccer goals, and bleachers for multiuse sports field, and shipping costs.	A new Casselle account number to be assigned to the grant, per standard operating procedure.

City of Bethel Action Memorandum

Action memorandum No.	#14-67		
Date action introduced:	October 28, 2014	Introduced by:	Acting City Manager Williams
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

Summary statement

The City of Bethel was awarded a Land and Water Conservation Fund grant from the State of Alaska, Department of Natural Resources, Division of Parks and Outdoor Recreation. The City was awarded $125,000, the maximum amount allowed this year. The grant is a dollar for dollar match, so the City had to provide at least $125,000 worth of match, which it did.

The City pledged $143,656 in in-kind services, most of which is the use of City dump trucks hauling sand to develop the multiuse sports field, parking lot, and driveway, and to develop the sand pad for the high tunnel at the community garden. The City also pledged the use of Parks and Recreation Department employees.

Community volunteer labor will come mostly from Tundra Center workers overseen by Parks and Recreation Department supervisors, and local community gardeners. For grant purposes, in-kind volunteer labor was valued at $26.50/hr., a rate established by a professional volunteer organization.

The Pinky's Park Improvement Project includes the following items:

1. Multiuse Sports Field - Construction of multiuse sports field measuring 250 ft. by 150 ft. between ONC multipurpose building and Yuut Elitnaurviat building, parking lot, and driveway.
2. Boardwalk and Platforms – Construction of missing boardwalk section to connect two existing boardwalk sections and five boardwalk platforms along the existing boardwalk. The platforms will support the future installation of exercise/stretching stations.
3. High Tunnel – Construction of new sand pad connected to existing community garden and purchase and installation of one 72 ft. long high tunnel for community gardeners to grow in the ground, under plastic.
4. Trails – Purchase geoweb and geoblock-type materials to construct 4 ft. wide trails throughout the park for people to run, walk, and bike.

THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Natural Resources
Division of Parks and Outdoor Recreation
550 West 7th Avenue, Suite 1380
Anchorage, Alaska 99501-3561
Main: 907.269.8700
Fax: 907.269.8907

September 25, 2013

Peter Williams, City Manager
City of Bethel
P.O. Box 1388
300 State Highway
Bethel, AK 99559

Re: LWCF Grant Agreement # 02-00411
Pinky's Park Improvement

Congratulations, Mr. Williams!

Enclosed are two (2) originals of the State-Local Grant Agreement for the above-referenced Land and Water Conservation Fund (LWCF) project. Please sign and return both originals to my office. An executed agreement will be returned for your records.

This grant agreement contains two exhibits. Exhibit A, the *Project Summary,* delineates the scope, purpose, and estimated budget described in the city's grant application and approved by the State of Alaska and the National Park Service: the LWCF grantor.

Exhibit B, *General Provisions*, describe a number of grantee assurances and requirements. Please note Part II - Continuing Assurances, item F, regards conversions of LWCF-assisted properties to other than public outdoor recreation purposes. To attain this assurance, the State of Alaska will require the City of Bethel to attach appropriate language to the recorded deed of this LWCF-assisted property prior to project close-out.

As this is a 50-50 matching grant, the city will first bear all costs of the project, then submit interim progress reports and itemized billings to request reimbursement. Our office will transmit billing forms and examples to the city with the fully executed grant agreement.

If you have any questions on this agreement or the LWCF program in general, please contact me at jean.ayers@alaska.gov or (907) 269-8694.

Sincerely,

Jean Ayers
Grants Administrator

CC: John Sargeant

Enclosures
- Grant Agreement (2)
- Exhibits A and B

Land and Water Conservation Fund
Grant Agreement with State of Alaska

Pinky's Park Improvements
LWCF Grant # 02-00411

THIS AGREEMENT, made and entered into September 23, 2014, by and between the **State of Alaska** by and through the State Liaison Officer for purposes of the Land and Water Conservation Fund Act of 1965, hereinafter called "**State**" and the **Municipality of Anchorage**, hereinafter called "Recipient;"

WITNESSETH:

WHEREAS, Recipient proposes to undertake the following outdoor recreation project during the period from **October 1, 2014 until December 31, 2017:**

Pinky's Park Improvements, hereinafter called the "project" and, to that end, Recipient proposes to perform the work as set out in the project proposal and summarized in "Exhibit A" and

WHEREAS, federal matching funds for acquisition and development of public outdoor recreation areas are available under the Land and Water Conservation Fund Act of 1965, Public Law 88-578 (78, Stat. 897) (1964), as administered by the National Park Service, U.S. Department of the Interior; and

WHEREAS, it is the intent of the parties that the Recipient perform the work set out in Exhibit A and any amendments thereto in accordance with the Land and Water Conservation Fund Act of 1965, any other applicable federal and state statutes, and the requirements of the National Park Service, and that the State apply to the National Park Service for funds with which to reimburse Recipient for not more than 50% of its cost in performing such work;

NOW, THEREFORE, the premises being in general as stated in the foregoing, it is agreed by and between the parties hereto as follows:

1. Recipient shall perform the work of the project is accordance with Exhibit A.

2. The estimated total cost of the project is **$250,000**. The non-federal share of the total cost is **$125,000** of which -0- will be provided by the State of Alaska, Division of Parks and Outdoor Recreation. Recipient shall, in the first instance, pay all costs of the project.

3. To receive reimbursement, Recipient shall submit an itemized statement of the actual cost of the project on an interim basis and complete the project in accordance with the terms of this agreement. State shall apply to the National Park Service for one-half the estimated total cost of the project or one-half the actual total cost of the project, whichever is lesser, and, upon receipt thereof from the National Park Service, shall pay such amount to the Recipient, less administrative costs. Administrative costs may fluctuate over the course of the grant project, but will not exceed 10% of the total project cost. It is further understood that Recipient shall be solely responsible for any excess of the actual total cost over the estimated total cost and State shall not be obligated to apply to the National Park Service for, or to pay to Recipient, any amount in excess of one-half such estimated total cost.

4. **The Recipient warrants that it has sufficient financial resources to develop, operate and maintain the facility for public outdoor recreation,** that the Recipient will manage and operate the facility **in perpetuity for public outdoor recreation purposes;** and that the Recipient will not sell, assign, or in any other manner whatsoever dispose or transfer (convert) any interest in the facility or control over the facility except after prior written consent of the State of Alaska Division of Parks and Outdoor Recreation and the National Park Service. For purposes of this section, "facility" shall mean all real and personal property acquired directly or indirectly under this agreement.

5. Unless previously indicated in paragraph 2 of this agreement, it is understood by the parties that no funds of State are, under this agreement, committed to pay any costs of the project, and that obligations imposed upon the State to apply for federal funds as well as the right of the Recipient to receive any reimbursement for any costs of the project shall extend only to those portions of the project, including the estimated costs thereof, approved by the National Park Service. Furthermore, if Recipient fails to perform any of the project work, and such failure, because of commitments made by State to the National Park Service, forces State to perform any work necessary to bring the project to a useful stage of completion (as determined by the State and the National Park Service), Recipient shall reimburse State for all State's costs to perform necessary completion work, less any federal funds received by State for such work.

6. Recipient hereby agrees at all times to comply with the Land and Water Conservation Fund Project Agreement General Provisions, attached here, marked as "Exhibit B" and by this reference made a part hereof.

7. The provisions of the main body of this agreement and Exhibit B shall prevail, in case of conflict, over the provisions of Exhibit A.

8. This agreement shall be executed by authorized representative of Recipient.

Recipient: City of Bethel	**State of Alaska: Dept of Natural Resources**
Signature: _____	Signature: _____
Print or Type Name and Title:	Jamie Walker, Alternate State Liaison Officer Land and Water Conservation Fund
_____	
_____	Date: September 23, 2014

Land and Water Conservation Fund
Grant Agreement

Exhibit A: Project Summary

Pinky's Park Improvements, LWCF Grant # 02-00411

Grant Scope and Purpose: The City of Bethel will improve and add new elements to Pinky's Park. New elements include a multi-purpose sports field, high tunnel, access driveways, parking areas, boardwalk, and geoweb or geoblock trail. Benches, bleachers and other seating and exercise platforms may be among the additional or upgraded amenities.

Estimated Budget

Items		Estimated Costs
Materials/Equipment/Shipping: Geoweb, bleachers, goals posts, platforms, high tunnel, boardwalk, etc.		93,100
Installation and Construction		101,763
Site Work		38,564
Subtotal		233,427
State Indirect Cost	7.1%	16,573
Total Project Costs		250,000
National Park Service / Federal Share Grant	50%	125,000

The State Indirect Cost Rate may vary throughout the course of the grant. The rate that is in effect at the time of each billing is included in project scope and budget as an allowable cost.

THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Natural Resources
Division of Parks and Outdoor Recreation
550 West 7th Avenue, Suite 1380
Anchorage, Alaska 99501-3561
Main: 907.269.8700
Fax: 907.269.8907

September 25, 2013

Peter Williams, City Manager
City of Bethel
P.O. Box 1388
300 State Highway
Bethel, AK 99559

Re: LWCF Grant Agreement # 02-00411
Pinky's Park Improvement

Congratulations, Mr. Williams!

Enclosed are two (2) originals of the State-Local Grant Agreement for the above-referenced Land and Water Conservation Fund (LWCF) project. Please sign and return both originals to my office. An executed agreement will be returned for your records.

This grant agreement contains two exhibits. Exhibit A, the *Project Summary*, delineates the scope, purpose, and estimated budget described in the city's grant application and approved by the State of Alaska and the National Park Service: the LWCF grantor.

Exhibit B, *General Provisions*, describe a number of grantee assurances and requirements. Please note Part II - Continuing Assurances, item F, regards conversions of LWCF-assisted properties to other than public outdoor recreation purposes. To attain this assurance, the State of Alaska will require the City of Bethel to attach appropriate language to the recorded deed of this LWCF-assisted property prior to project close-out.

As this is a 50-50 matching grant, the city will first bear all costs of the project, then submit interim progress reports and itemized billings to request reimbursement. Our office will transmit billing forms and examples to the city with the fully executed grant agreement.

If you have any questions on this agreement or the LWCF program in general, please contact me at jean.ayers@alaska.gov or (907) 269-8694.

Sincerely,

Jean Ayers
Grants Administrator

CC: John Sargeant

Enclosures
- Grant Agreement (2)
- Exhibits A and B

Land and Water Conservation Fund
Grant Agreement with State of Alaska

Pinky's Park Improvements
LWCF Grant # 02-00411

THIS AGREEMENT, made and entered into September 23, 2014, by and between the **State of Alaska** by and through the State Liaison Officer for purposes of the Land and Water Conservation Fund Act of 1965, hereinafter called "**State**" and the **Municipality of Anchorage**, hereinafter called "Recipient;"

WITNESSETH:

WHEREAS, Recipient proposes to undertake the following outdoor recreation project during the period from **October 1, 2014 until December 31, 2017:**

Pinky's Park Improvements, hereinafter called the "project" and, to that end, Recipient proposes to perform the work as set out in the project proposal and summarized in "Exhibit A" and

WHEREAS, federal matching funds for acquisition and development of public outdoor recreation areas are available under the Land and Water Conservation Fund Act of 1965, Public Law 88-578 (78, Stat. 897) (1964), as administered by the National Park Service, U.S. Department of the Interior; and

WHEREAS, it is the intent of the parties that the Recipient perform the work set out in Exhibit A and any amendments thereto in accordance with the Land and Water Conservation Fund Act of 1965, any other applicable federal and state statutes, and the requirements of the National Park Service, and that the State apply to the National Park Service for funds with which to reimburse Recipient for not more than 50% of its cost in performing such work;

NOW, THEREFORE, the premises being in general as stated in the foregoing, it is agreed by and between the parties hereto as follows:

1. Recipient shall perform the work of the project is accordance with Exhibit A.

2. The estimated total cost of the project is **$250,000**. The non-federal share of the total cost is **$125,000** of which -0- will be provided by the State of Alaska, Division of Parks and Outdoor Recreation. Recipient shall, in the first instance, pay all costs of the project.

3. To receive reimbursement, Recipient shall submit an itemized statement of the actual cost of the project on an interim basis and complete the project in accordance with the terms of this agreement. State shall apply to the National Park Service for one-half the estimated total cost of the project or one-half the actual total cost of the project, whichever is lesser, and, upon receipt thereof from the National Park Service, shall pay such amount to the Recipient, less administrative costs. Administrative costs may fluctuate over the course of the grant project, but will not exceed 10% of the total project cost. It is further understood that Recipient shall be solely responsible for any excess of the actual total cost over the estimated total cost and State shall not be obligated to apply to the National Park Service for, or to pay to Recipient, any amount in excess of one-half such estimated total cost.

4. **The Recipient warrants that it has sufficient financial resources to develop, operate and maintain the facility for public outdoor recreation,** that the Recipient will manage and operate the facility **in perpetuity for public outdoor recreation purposes;** and that the Recipient will not sell, assign, or in any other manner whatsoever dispose or transfer (convert) any interest in the facility or control over the facility except after prior written consent of the State of Alaska Division of Parks and Outdoor Recreation and the National Park Service. For purposes of this section, "facility" shall mean all real and personal property acquired directly or indirectly under this agreement.

5. Unless previously indicated in paragraph 2 of this agreement, it is understood by the parties that no funds of State are, under this agreement, committed to pay any costs of the project, and that obligations imposed upon the State to apply for federal funds as well as the right of the Recipient to receive any reimbursement for any costs of the project shall extend only to those portions of the project, including the estimated costs thereof, approved by the National Park Service. Furthermore, if Recipient fails to perform any of the project work, and such failure, because of commitments made by State to the National Park Service, forces State to perform any work necessary to bring the project to a useful stage of completion (as determined by the State and the National Park Service), Recipient shall reimburse State for all State's costs to perform necessary completion work, less any federal funds received by State for such work.

6. Recipient hereby agrees at all times to comply with the Land and Water Conservation Fund Project Agreement General Provisions, attached here, marked as "Exhibit B" and by this reference made a part hereof.

7. The provisions of the main body of this agreement and Exhibit B shall prevail, in case of conflict, over the provisions of Exhibit A.

8. This agreement shall be executed by authorized representative of Recipient.

Recipient: City of Bethel	**State of Alaska: Dept of Natural Resources**
Signature: _____	Signature: _____
Print or Type Name and Title:	Jamie Walker, Alternate State Liaison Officer Land and Water Conservation Fund
_____	
_____	Date: September 23, 2014

Land and Water Conservation Fund
Grant Agreement

Exhibit A: Project Summary

Pinky's Park Improvements, LWCF Grant # 02-00411

Grant Scope and Purpose: The City of Bethel will improve and add new elements to Pinky's Park. New elements include a multi-purpose sports field, high tunnel, access driveways, parking areas, boardwalk, and geoweb or geoblock trail. Benches, bleachers and other seating and exercise platforms may be among the additional or upgraded amenities.

Estimated Budget

Items		Estimated Costs
Materials/Equipment/Shipping: Geoweb, bleachers, goals posts, platforms, high tunnel, boardwalk, etc.		93,100
Installation and Construction		101,763
Site Work		38,564
Subtotal		233,427
State Indirect Cost	7.1%	16,573
Total Project Costs		250,000
National Park Service / Federal Share Grant	50%	125,000

The State Indirect Cost Rate may vary throughout the course of the grant. The rate that is in effect at the time of each billing is included in project scope and budget as an allowable cost.

Land and Water Conservation Fund
Exhibit B: General Provisions

Part I - Definitions

A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.

D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.

E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.

E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).

F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements

with State and Local Governments;

- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;

- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.

3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.

7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:

    (1) Place minority and women business firms on bidder's mailing lists.

    (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.

    (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.

    (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

    The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.

3. State and local governments are authorized to substitute copies in lieu of original records.

4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.

2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding $100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

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

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

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:	**Parks & Recreation**	**Chairman:**	**Barbara Mosier**
Date Submitted:	**12/4/12**	**Council Rep:**	**Mary Sattler**

Issue:

The City of Bethel has an opportunity to apply for a Land and Water Conservation Fund grant. Grant proposals are due February 1, 2013.

The City could use this grant to fund improvements in Pinky's Park, a 21-acre area designated by the City for outdoor recreation use only. The Park status is officially recorded with the Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation.

Incorporate more land into Pinky's Park that will be available for recreational use or to leave in its natural state.

Recommendation:

The Parks & Recreation Acting Director and Grant Manager work together to prepare and submit a Land and Water Conservation Fund grant application by the February 1, 2013 deadline. The application will include the City's designation of more land to become a permanent part of Pinky's Park. Upgrades to the park being considered for inclusion in the application are: skatepark cover, multi-sport field, entertainment amphitheater sound shell, and baseball field improvements. Other upgrade ideas will be sought from from the baseball field volunteers and City Planning Commission members.

Received by: _____

Date: _____

Introduced by: Lee Foley, City Manager
Date: January 22, 2013
Action: Passed
Vote: 6-0

CITY OF BETHEL, ALASKA

Resolution # 13-02

PREPARE AND SUBMIT 2013 LAND AND WATER CONSERVATION FUND GRANT APPLICATION TO FUND PINKY'S PARK IMPROVEMENTS

WHEREAS, the Land and Water Conservation Fund is a federal grant program administered by the National Park Service through the State of Alaska, Division of Parks and Outdoor Recreation;

WHEREAS, the grant provides 50% matching funds for outdoor recreation projects;

WHEREAS, Pinky's Park is a 21-acre land area in Bethel developed by LWCF funding and designated for outdoor recreation use in perpetuity;

WHEREAS, the LWCF program requires a preliminary application by February 1, 2013 and, if approved, a final application with extensive supporting documentation must be submitted for final approval;

WHEREAS, due to limited funding, the grant portion of Alaska LWCF projects must be $50,000 to $125,000 in scope;

WHEREAS, the City of Bethel proposes to use $125,000 in grant funds to pay for the following improvements in Pinky's Park: construction of wooden boardwalk and decks, application of geoblock trails over tundra, construction of gravel road and multiuse sports field, and construction of sand pad and high tunnel to be part of the community garden;

WHEREAS, the City of Bethel assisted the Yukon Kuskokwim Health Corporation, Diabetes Prevention and Control Program prepare and submit a First National Agriculture Initiative grant application in December 2012 to request $37,500 to pay for the entire high tunnel garden project except for $18,938;

WHEREAS, the City intends to use $18,938 of its $125,000 LWCF grant amount to complete the high tunnel garden project;

WHEREAS, as part of the 2013 LWCF grant application, the City commits the use of its heavy equipment, personnel, and approximately 67 truckloads of sand to construct a sand pad for the high tunnel (50 ft. by 95 ft.) west of the community garden;

Introduced by: Lee Foley, City Manager
Date: January 22, 2013
Action: Passed
Vote: 6-0

WHEREAS, as part of the 2013 LWCF grant application, the City commits the use of its heavy equipment, personnel, and approximately 900 truckloads of sand to construct a sand pad for a multiuse sports field (360 ft. by 225 ft.) and gravel road leading to it;

WHEREAS, the project will also require some Parks and Recreation seasonal staff time and community volunteer time;

WHEREAS, the City of Bethel commits to maintaining improvements made to Pinky's Park with funding from the 2013 LWCF grant;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council supports and approves the City's preparation and submission of a 2013 Land and Water Conservation Fund Grant application to fund Pinky's Park improvements;

ENACTED THIS 22ND DAY OF JANUARY 2013 BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED.

_____
Joseph Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: Lee Foley, City Manager
Date: January 22, 2013
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 13-03

DESIGNATION OF FIVE ACRES OF LAND TO PINKY'S PARK FOR OUTDOOR RECREATION

WHEREAS, the Land and Water Conservation Fund is a federal grant program administered by the National Park Service through the State of Alaska, Division of Parks and Outdoor Recreation;

WHEREAS, the grant provides 50% matching funds for outdoor recreation projects;

WHEREAS, property acquired or developed with LWCF funding must be retained and used solely for outdoor recreation purposes in perpetuity;

WHEREAS, Pinky's Park is a 21-acre land area in Bethel developed by LWCF funding and designated for outdoor recreation use in perpetuity;

WHEREAS, the City of Bethel has an opportunity to add five acres of City land to Pinky's Park and use it as match in its grant application due February 1, 2013;

WHEREAS, Affiliated Appraisers of Alaska revealed in December 2012 that the average value per acre for three land sales that occurred in Bethel in 2002 was $31,070;

WHEREAS, using a value of $31,070 per acre gives the five acres adjacent to Pinky's Park a value of $155,550;

WHEREAS, the five-acres of land to be added to Pinky's Park is the land west of the Pinky's Park boundary to the eastern boundary of Yuut Elitnaurviat and north of the ONC multipurpose building;

WHEREAS, the City Planner and Acting Parks and Recreation Director support the addition of the five acres of land to Pinky's Park for the following reasons: land can be better used for Fourth of July activities, vendors, and crowd disbursement; land would be used to construct a gravel road to a multiuse athletic field for soccer, field hockey, and other sports; land is adjacent to Pinky's Park; land is close to an existing parking lot;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council supports and approves the designation of five acres of additional land to become a part of Pinky's Park and used solely for outdoor recreation in perpetuity;

Introduced by: Lee Foley, City Manager
Date: January 22, 2013
Action:
Vote:

BE IT FURTHER RESOLVED, that the Bethel City Council approves the use of the newly designated five acres of land as match for its FY 2013 LWCF grant application;

ENACTED THIS 22ND DAY OF JANUARY 2013 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

_____
Joseph Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City of Bethel

Memo

To: City Council

CC: City Manager, Ronda Sargent, John Sargent

From: Patty Burley

Date: 10/3/2014

Re: Pinky's Park Improvement Grant

I was asked to review the State-Local Grant Agreement for the Pinky's Park Improvements. Having done so, there are some areas of concern. My only recommendation is that City Council should be the ones to make the final decision on whether or not to sign this and only if they have complete knowledge of what this Agreement entails.

Agreement:

1. First paragraph indicates this Agreement is with the Municipality of Anchorage. This needs to be stricken and the City of Bethel inserted instead.
2. Makes clear that the State is not giving any money towards this Agreement but is merely a pass-through agency forwarding reimbursements from the Federal Government.
3. The City must spend all $250,000 in order to get $125,000 back (less the State's up to 10% administrative costs). So, the maximum amount the City will get back is: $112,500.
4. Any monies expended over $250,000 will be the sole responsibility of the City of Bethel.
5. Anything the grant money touches *forever becomes public land*. The City cannot sell this land, change its use or do anything with this land without the express written permission of the National Park Service.
6. If the City is unable to complete any portion of the described work, the State of Alaska will do so and the City will be responsible for the costs.

Recommendations:

1. Identify clearly where the City has the $250,000 to advance for this project and how it will be accounted for from the start of the project until the final reimbursement check.
2. Detailed budget, with supporting documentation, of all of the costs of this project showing it can be done at the price set out.

Exhibit A: Project Summary: States the City's responsibilities (what the City must complete):

a. Multi-Purpose sports field;
b. High tunnel;
c. Access driveways;
d. Parking Areas;
e. Boardwalk
f. Geoweb;
g. Geoblock Trail
h. Possible: benches, bleachers & other seating & exercise platforms

Exhibit B: General Provisions:

1. Imposes a continuing obligation on the City to maintain all of the above (a-g & h if done) forever. The City cannot just build it and call it good; they are required to keep it all maintained and usable.
2. a-g above must improve the park and add value to recreation not take away from anything already existing;
3. *Refers to a boundary map which was not included in the documents or in the council packet – where is this boundary map?*
4. Again reiterates that all the land touched by these projects must remain public outdoor recreation forever and ever and ever – no exception.
5. Failure to fulfill any part of a-g means the State will come in and complete it and will bill the City for it. There is no recourse; the City must complete all of the above. Running out of money or other resources is not an acceptable excuse or reason for not completing the projects.
6. City has assured the State it has all the money needed to complete all of the projects outlined ***[NEED TO MAKE SURE THIS IS TRUE]***
7. Requires the City to provide and maintain competent and adequate architectural and/or engineering supervision and inspection during any construction for this project.
8. Any RFP's used to fulfill the City's requirements require compliance with the "Minority Business Enterprise" and "Women's Business Enterprise" Acts. This means that businesses falling into these categories must be placed on a bidder mailing list; they must be solicited for supplies, equipment, construction or services and jobs must be broken up whenever possible to allow more of those enterprises to be able to bid.
9. The City MUST institute the State/Federal Drug-Free Workplace Program (we currently do not have the same program) and it must be implemented for EVERY employee who touches this grant (from finance, to parks/rec, public works, administration, etc.)
10. A permanent record must be kept and available for public inspection, with the project boundary map, regarding this project and all the land it affected.

Misc Requirements:

The cover letter makes it clear that the City will have to re-deed the Pinky's Park property: A new deed for Pinky's Park that states the land is classified as outdoor recreational in perpetuity and cannot be designated as anything else without the written consent of the National Park Service.

Questions:

1. Are any of the affected areas in a flood zone? If so, the City must carry flood insurance
2. Are any of the affected areas on wetlands?

NOTICE: This communication is confidential, is intended only for the named recipient(s) above and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you are not the intended recipient or believe that you may have received this communication in error, please notify the sender and delete this e-mail. Unintended recipients of this e-mail should not print, copy, retransmit, disseminate or otherwise use the information.

CITY OF BETHEL

John Sargent <jsargent@cityofbethel.net>

LWCF Grant Agreement Provisions

1 message

Ayers, Jean M (DNR) <jean.ayers@alaska.gov> Wed, Oct 22, 2014 at 11:59 AM
To: "John Sargent (jsargent@cityofbethel.net)" <jsargent@cityofbethel.net>

Hello John,

Thank you for sharing with me the concerns brought forth by the city attorney regarding the Land and Water Conservation Fund (LWCF) grant agreement. Please see responses below.

1. The attached grant agreement has been corrected to show "City of Bethel" as recipient.

2. The State of Alaska administers this federally funded program. Reimbursements may be made to the recipient as often as quarterly. Grant money is not advanced.

3. The city must document costs in order to receive reimbursements. They may submit requests for reimbursement as often as quarterly. Eligible costs to document include in-kind and volunteer labor, donated materials, and other cash or non-cash contributions invested in the project. Standard documentation may include timesheets for volunteer or in-kind labor; tracking and valuation of donated materials; invoices, purchase orders, receipts, copies of checks, or ledger print-outs (such as QuickBooks) for cash purchases, etc. I have forms the city may use to document such, or they may submit their own tracking forms. If the city documents $250,000 in total eligible project costs over the course of the grant, they will receive reimbursement of 50% of that amount minus the State indirect cost rate. Currently, the State indirect cost rate is 7.1%. If that holds throughout the course of the grant project, the city may receive in reimbursement $108,427.

4. Expenditures over $250,000 are the sole responsibility of the city. However, a grant may be amended, if LWCF funds are available, to assist with additional costs.

5. Pinky's Park has received 2 prior LWCF grants; therefore, the land within the park boundary is already dedicated to public outdoor recreation and subject to provisions of the LWCF Act of 1965. In 1979, the city used LWCF grant # 02-00249 for $200,000 to develop features such as a ball field, playground, multi-use hard court, picnic area, trails, restroom and parking. In 2005, the city used LWCF grant # 02-00385 to install a skate park and community garden and upgrade other features. The intent of the LWCF Act is to maintain in perpetuity public places for outdoor recreation. However, the Act does contain provisions for the "conversion" of public outdoor recreation properties to uses other than recreation. Conversion is a process which would involve coordination with the city, the state and the National Park Service, the ultimate funding agency. It is a deliberate process which allows for real world solutions, as necessary.

6. If the city is unable to complete the described work, the State of Alaska will consult with the city to determine a reasonable solution. We will not complete the work for the city. In most cases, it would entail amending the grant scope of work to ensure a "viable recreation unit" and reduce the grant amount to cover work which the city had successfully completed.

7. The grant scope of work lists several elements the city expects to develop within Pinky's Park (sports field, high tunnel, etc). However, if specific elements change or cannot be completed, the State of Alaska will not complete them or bill the city for them. Again, the grant scope of work and budgets may be amended to include or exclude elements, as necessary. The intent is to create a safe, inviting public outdoor recreation area; the size or inclusion of a sports field, seating benches, trails, or other individual elements is entirely up to the city.

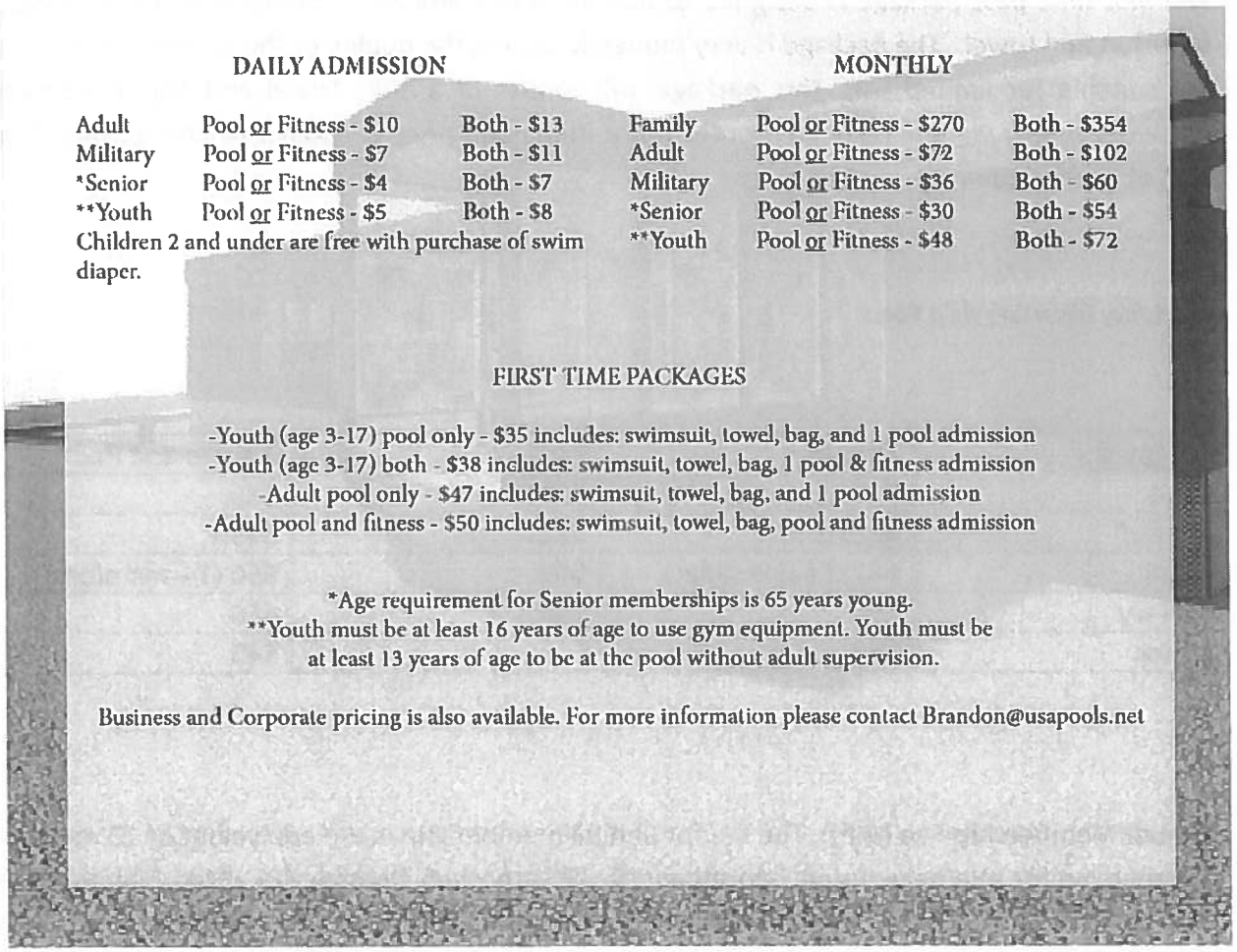
I trust this information will help clarify matters. If you have other questions, please let me know.

Jean Ayers
Grants Administrator, State of Alaska: DNR

Division of Parks and Outdoor Recreation
(907) 269-8694

SKMBT_C35314102211480.pdf
117K

Current rates approved by council



DAILY ADMISSION

Adult	Pool or Fitness - $10	Both - $13
Military	Pool or Fitness - $7	Both - $11
*Senior	Pool or Fitness - $4	Both - $7
**Youth	Pool or Fitness - $5	Both - $8

Children 2 and under are free with purchase of swim diaper.

MONTHLY

Family	Pool or Fitness - $270	Both - $354
Adult	Pool or Fitness - $72	Both - $102
Military	Pool or Fitness - $36	Both - $60
*Senior	Pool or Fitness - $30	Both - $54
**Youth	Pool or Fitness - $48	Both - $72

FIRST TIME PACKAGES

-Youth (age 3-17) pool only - $35 includes: swimsuit, towel, bag, and 1 pool admission
-Youth (age 3-17) both - $38 includes: swimsuit, towel, bag, 1 pool & fitness admission
-Adult pool only - $47 includes: swimsuit, towel, bag, and 1 pool admission
-Adult pool and fitness - $50 includes: swimsuit, towel, bag, pool and fitness admission

*Age requirement for Senior memberships is 65 years young.
**Youth must be at least 16 years of age to use gym equipment. Youth must be at least 13 years of age to be at the pool without adult supervision.

Business and Corporate pricing is also available. For more information please contact Brandon@usapools.net

Kuimarvik suggested rates

Category	Fitness	Pool	Fitness and Pool
Adult	$8	$8	$11
Family*	$30	$30	$40
Kids	N/A	Free w/swim diaper, $5 for swim diaper	N/A
Youth	$5 (14 and older)	$5	$8 (14 and older)
Military	$6	$6	$9
Senior	$3	$3	$6
First Time Pass Package, Youth	-	$29	$32

First Time Pass Package, Adult	-	$39	$42

The first time pass package is designed to accommodate visitors to Bethel that do not have a swimsuit and towel. The package is very modestly priced; the quality of the swimsuit and towel are suitable for limited use. This package will consist of a Suit, Towel and Bag. If demand outpaces supply we will have to reorder more items and price is subject to change based on cost of goods acquired.

Monthly Membership Fee:

Category	Fitness	Pool	Fitness and Pool
Adult	$60	$60	$85
Family*	$225	$225	$295
Youth	$40 (14 and older)	$40	$60 (14 and older)
Military	$30	$30	$50
Senior	$25	$25	$45

Annual Membership Fee (VIP): The fee for annual membership is the equivalent of 10 months' membership for sale only during September 15, 2014 through October 30, 2014. The price for VIP membership will change once the pool is open to the public. VIP Members will have benefits such as, Up Front Parking, Dedicated Check-in Line, Special VIP Events discount on pro-shop goods, programming, and subsequent VIP purchases as well as Priority Service at public events.

No Annual Membership (VIP) passes will be sold until after the pool operating hours have been fully solidified. Pricing of annual passes will be determined at a later date.

*Family membership includes up to 6 members with the same home address.

Suggested revised rates (Robb)

Category	Fitness	Pool	Fitness and Pool
Adult	$8	$8	$8
Family*	$30	$30	$30
Kids	N/A	Free w/swim diaper, $5 for swim diaper	N/A
Youth	$5 (14 and older)	$5	$5 (14 and older)
Military	$6	$6	$6
Senior	$3	$3	$3
First Time Pass Package, Youth	-	$29	$29
First Time Pass Package, Adult	-	$39	$39

One price for fitness and pool.

Category	Fitness	Pool	Fitness and Pool
Adult	$60	$60	60
Family*	$225	$225	225
Youth	$40 (14 and older)	$40	40
Military	$30	$30	30
Senior	$25	$25	25

Annual Membership Fee (VIP): The fee for annual membership is the equivalent of 8 months fees.

Annual membership should be open any time.

Admission categories are as follows:

Adults: age 18 through 59 years

Military: show ID card (Active military)

Senior: age 60 years and above

Kids: age 2 years and 363 days and below

Youth: age 3 through 17

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: **Parks & Recreation**	**Chairman:** **Minnie Sallison-Fritts**
Date Submitted:	**Council Rep:**

Issue:

The community has been asking for an off leash dog park. The City 2035 Comprehensive Plan lists a dog park as a community improvement goal. (see page 9-32 in comp plan)

Recommendation:

The Parks & Recreation Committee, after reviewing all three sites, recommends that council approve the proposed option 2 "riverside bluff park" as the site for a dog park. The committee feels that the cost at this site will be minimal for the purpose, the location has easy access, required labor to make the improvements is minimal, and no need to displace BSAR.

Other: attachments Dog Park Options 1-3.

Received by: _____
Date: 10/16/14

Dog Park Option 1: "Bus Barn"

For the Dog Park next to the bus barn we would have to get the Bethel Search and Rescue building moved out of the area. Then there would be 512 Ft of fencing that would need to be installed with one man gate and the installation of the Dog Park equipment. Estimation of labor is 160 hours for two employee workers with two to three volunteers. Once everything is in place then we will need in plant grass and fertilizer.

Equipment	Dog Park Structures	$5,873.00
Fencing	512ft 1 man gate	$5,120.00
Labor	Installment	$2,771.20
Building removal	Search & Rescue	$0.00
Landscaping	Fertilizer & Grass seed	$1,420.00
TOTAL		$15,184.20

Dog Park Option 2: "Riverside Bluff Park"

For the dog park on the river side bluff we will install dog equipment and will only need 100 feet of fencing and two man gates to be installed. It will take two employees 40 hours each to install.

Equipment	Dog Park Structures	$5,873.00
Fencing	100ft of Fencing	$1,000.00
Labor	80 hours to Install	$2,942.00
TOTAL		$9,815.00

Dog Park Option 3: "Senior Center Park"

For the Dog Park next to the Senior Center we need 420 Ft of fencing that would need to be installed with one man gate and the installation of the Dog Park equipment. Estimation of labor is 160 hours for two employee workers with two to three volunteers. Once everything is in place then we will need in plant grass and fertilizer.

Equipment	Dog Park Structures	$5,873.00
Fencing	420 ft of fencing 1 man gate	$4,200.00
Labor	Installment/ tree Removal	$4,245.60
Dirt	atleast 20 loads or more ?	$2,800.00
Landscaping	Fertilizer & Grass seed	$2,840.00
Parking lot	5 loads ?	$700.00
TOTAL		$20,658.60

Mayor's Report

Manager's Report

PORT OF BETHEL

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

TO: Bethel City Council

FROM: Peter A. Williams: Acting City Manager/ Port Director

SUBJECT: City Managers Report- October 28, 2014

Out of the office from Oct. 15-22

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

PROJECTS:

- **YK Aquatic Center** – Regular weekly teleconference meeting between the Project Management Team and the City Administration are held each Friday at 0900. The following items are germane:

  1. **Wind Tower-** Manuel was obtained by Pro-dev. Maintenance of the wind tower will have to contract out for this service. A RFP will be done by hopefully be done at the end of the month
  2. **Fire Suppression System** – Change order was signed too purchase a deluge pump so the Fire suppression will work properly.
  3. **Opening Day-** Still on schedule and invitations sent out.

- **Fire Chief Position-** Have received two applications from local residents. The in house advertisement for this position will close Oct. 9th. I will decide then if this position can be filled or advertised statewide and nationally.

- **H.R. Position-** Interviews are being conducted. Fire Chief still needs to be filled.

- **H.R DEPT.-** Continuing to keep up with the this Dept. with a assistant helping out with the filing and responding to requests.

- **AVEC-** Wind turbines – City Admin too meet Nov. 6th to look at where we stand on getting this project under way. We haven't received any information from AVEC how much land is going to be needed for the turbines. We will also look at what's needed to transfer Grant from the City too AVEC. The City Council on Feb. 11, 2014 passed a Memo of Information approving the transfer of the leases too AVEC which the City Attorney is reviewing.

  - **RUBA** – Work continues to bring the Public Works Dept in compliance with inventory of parts and safety meetings. A person in the H.R Dept is part of the requirements.

Clerk's Report

City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events
November 11, 2014 Regular City Council Meeting
November 17-21, 2014 Alaska Municipal League Conference
November 25, 2014 Regular City Council Meeting

November 4, 2014 General Election
As the supervisor of the States General Election, the City Clerk's Office will have Absentee In Person voting available in the City Clerk's Office, October 20.

Election Officials have been selected for this election.

Precinct locations for the General Election will return to their original sites:

Precinct One: Lower Kuskokwim School District, District Office.
Precinct Two: Cultural Center

The precincts will be open from 7:00a.m. and will close at 8:00 p.m.

Records Retention
The City Clerk's Office is preparing to receive original signed MOA, MOU, Contracts, and Leases from all of the departments. We are working on an electronic filing system through the Laserfich program as well as on the City's drive.

The City Clerk's Office received a suggestion to have all of our documents on the website in an OCR format to allow for a more accurate search engine. Laserfiche provided a quote for this component which initially would be $11,870 and $1,795 each additional year. The City Clerk's Office FY15 budget cannot support the implementation of such a retrieval system. If this is an important issue to the Council, the Council may direct the City Clerk to draft a budget modification for Council's consideration to put the needed funds into the FY15 budget. If no direction is made, the Clerk will present the Council with the option at the FY16 budget sessions.

Just a reminder, all City of Bethel Ordinances, resolutions and meeting minutes from 1958 to current are available on the City's Website. The Office is approximately 75% complete in getting these documents in an OCR format for internal accessibility.

Request for Proposals
The City Clerk's Office released the Lobbyist RFP which is due to the City office by November 24, 2014 and will be reviewed by a panel on the 26th of November.

BMC Rewrite Chapter 2.40, Access to Public Records and 2.44, Records Management
Although old, our current Chapters 2.40 and 2.44 are still in compliance with the AAC and AS however the City Clerk's Office believes there could be more clear direction to the City Staff, Clerk's Office as well as the public on the laws that directly relate to Public Records disclosure. It is our goal to have this ordinance presented to the Council by the last meeting in October.

The City Clerk is preparing a short training for City staff on the requirements and procedures of public records and the disclosure of those records.

Alaska Municipal League Travel/Training
The City Clerk's Office will be making arrangements for Council Member's travel to AML the week of November 13th.