



City of Bethel Port Commission Agenda

Regular Meeting
Monday May 20, 2019 - 7 pm
City Council Chambers, City Hall, Bethel, AK



Commissioners

Alan Murphy
Chair

Term Expires 2021
(907)543-2805

Richard Pope
Vice Chair

Term Expires 2020
(907)543-1900

bethelalaskapcc@cci.net

Thomas Oosterman
Port Commissioner
Term Expires 2019
(907)545-6420

Fred Watson
Council Rep.

Term Expires 2019
(907)545-3755

fwatson@cityofbethel.net

Ex-Officio

Allen Wold
Port Director

(907)543-2310

awold@cityofbethel.net

Ed Flores
Port Admin

(907)543-2310

eflores@cityofbethel.net

- i. CALL TO ORDER
- ii. ROLL CALL
- iii. PEOPLE TO BE HEARD
- iv. APPROVAL OF AGENDA
- v. APPROVAL OF MINUTES FROM THE REGULAR MEETINGS
-APPROVAL OF MINUTES FROM - March 2019, & April 2019
- vi. SPECIAL ORDER OF BUSINESS
- vii. DEPARTMENT HEAD COMMENTS
- viii. UNFINISHED BUSINESS
-Market Rent Appraisal Warehouse
-FY20 Proposed Budget
- ix. NEW BUSINESS
- x. COMMISSION MEMBER'S COMMENTS
- xi. ADJOURNMENT

Attest:


Ed Flores – Commission Recorder

City of Bethel Port Commission Meeting Minutes

March 18, 2019

Regular Meeting 7 p.m.

Bethel, Alaska

I. CALL TO ORDER

MEETING CALLED TO ORDER AT 1901 (7:01 P.M.)

NO QUORUM

II. ROLL CALL

COMMISSIONERS PRESENT:	
Comm. Murphy (telephonically)	Comm. Oosterman
Comm. Pope	Comm. Watson
COMMISSIONERS ABSENT:	
ALSO IN ATTENDANCE WERE THE FOLLOWING:	
Allen Wold	Edward Flores

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

MOVED:	Comm. Watson	Approval of agenda
SECONDED:	Comm. Oosterman	
VOTE ON MAIN MOTION	4-0 All in favor	

V. APPROVAL OF MINUTES

MOVED:	Comm. Watson	Blanket approval of minutes
SECONDED:	Comm. Oosterman	from 4/18, 5/18, 7/18, 9/18,
		11/18, 12/18, 1/19, & 2/19
VOTE ON MAIN MOTION	4-0 All in favor	

VI. SPECIAL ORDER OF BUSINESS

Election of Vice Chair

MOVED:	Comm. Watson	Comm. Pope for Vice Chair
SECONDED:	Comm. Murphy	
VOTE ON MAIN MOTION	4-0 All in favor	

VII. PORT DIRECTOR'S REPORT

VIII. UNFINISHED BUSINESS

City of Bethel Port Commission Meeting Minutes

March 18, 2019

Regular Meeting 7 p.m.

Bethel, Alaska

IX. NEW BUSINESS

X. COMMISSION REPRESENTATIVES COMMENTS

XI. ADJOURNMENT

XII. MOVED:	Comm. Watson	Motion to Adjourn
SECONDED:	Comm. Oosterman	
VOTE ON MAIN MOTION	4-0 All in favor	

Respectfully Submitted:

Alan Murphy, Chairman

APPROVED THIS _____ day of _____ 2019

ATTEST: _____

City of Bethel Port Commission Meeting Minutes

April 15, 2019

Regular Meeting 7 p.m.

Bethel, Alaska

- I. CALL TO ORDER**
MEETING CALLED TO ORDER AT 1915 (7:15 P.M.)
NO QUORUM

II. ROLL CALL

COMMISSIONERS PRESENT:	
Comm. Murphy	Comm. Watson
Comm. Oosterman	
COMMISSIONERS ABSENT:	
Comm. Pope	
ALSO IN ATTENDANCE WERE THE FOLLOWING:	
Ed Flores	

- III. PEOPLE TO BE HEARD**
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF MINUTES**
- VI. SPECIAL ORDER OF BUSINESS**
- VII. PORT DIRECTOR'S REPORT**
- VIII. UNFINISHED BUSINESS**
- IX. NEW BUSINESS**
- X. COMMISSION REPRESENTATIVES COMMENTS**
- XI. ADJOURNMENT**

Respectfully Submitted:

Alan Murphy, Chairman

APPROVED THIS _____ day of _____ 2019

ATTEST: _____



CITY OF BETHEL
Managers Office

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bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: April 30, 2019
TO: Fred Watson, Mayor
FROM: Bill Howell, Acting Manager
SUBJECT: Manager's Report – Month of April, 26 through April 30, 2019

Current Events

- The scope of this report is limited to less than three days in position. City manager duties were assumed on April 26, 2019.
- A meeting was held with our local Union representatives Monday April 30, 2019 to discuss safety and employment conditions for employees. We plan to meet every Tuesday at 10 am to keep an ongoing dialog and to foster better communication.
- The Manager attended the Yuut Elitnurviat Executive Board meeting on April 29th at 1400 hrs. The meeting packet is attached to this report.

Departments

- A department head meeting was held on April 26th at 3 p.m. In the meeting the incoming acting manager was briefed on the status of various department projects

HR

- All department heads and Human resources have been directed to complete all past due evaluations by May 15th 2019
- HR was directed to complete all pay increase as required by the COBEA agreement. Several employees were without evaluations or the required pay increase guaranteed 30-days after their anniversary date.

Finance

- The Finance department is fully staffed. We are enjoying the new energy, experience and knowledge of our new Finance Director, Christine Blake. We warmly welcome Christine to the team and wish her success in her new position with the City of Bethel.

- Finance is working diligently to complete the audit and also get the FY19 budget current.

Public Works

- Avenues water project - bond/loan financing negotiations are ongoing with a reputable Alaskan firm.
- Public works is investigating the feasibility of credit card acceptors at the public fill points. We are also discussing the viability of a public fill at the City Sub treatment plant.
- Public works has been directed to cap the well at the Nicholson's water works lot that was recently leased to Jared Carr and Naim Shabani. The lessor has asked that the well be capped so they can begin improvements.
- Public works is researching "mile markers" for boardwalks in Pinkie's park. The idea is from recommendation received through the public safety commission.

PD

- The Chief of police has been on training. I will meet with him later this week to receive a briefing on current events in the Police Department.

Planning

- A review of the new proposed Tangik Subdivision preliminary Plat by the City's engineering firm Dowl has been approved and is expected to cost less than \$4000.00.

IT/Purchasing agent

- The IT director has updated the City Manager's voice message to a generic City manager response.
- IT is conducting an audit of all City voicemails to ensure they are correct and land in the appropriate office.
- A sole source justification for sewer pump repairs is being prepared to include these services in our sole-source agreement with Alaska Pump and Supply.

Port

- I will be working with the Port on barge renewal.

Fire

- Fire department is in the midst of completing a Fire Fighter one class and has successfully applied to the Fire Standards Council to hold our first ever Fire Fighter 2 class.

- The Acting Fire Chief is out through May 5 for a family funeral.

Budget/Financial

- Having only 2-1/2 days in the position I have not completed a full review of the FY 2019 Budget nor the budget for the manager's office.

Grants

- I received briefing from the grants manager on the status of all City grants.
- The Grants Manager sought my assistance in issuing the RFB for lift station controls. We are waiting for review by Public Works.
- I have assigned the Grant Manager to serve as the liaison for the City's Long Range Transportation Plan (LRTP). There is an open house for the public, in chambers, from 5:00-7:30 p.m. on May 29, 2019. Council members are invited. Snacks will be served.

PLANNING DEPARTMENT



Monthly Manager's Report April 2019

To: Acting City Manager Bill Howell
From: Planning Director, Betsy Jumper

The Planning Department has officially entered the development season. We have received 10 site plan permits for adding fill to properties, relocating houses on existing properties to abide by setback requirements, and the construction of single family dwellings.

We had a Planning Commission meeting on the 11th of April. Our action items included ONC's Ciullkulek Subdivision Development Agreement recommendation. Commissioners also approved land leases with GCI and BTP LLC.

If all goes well we will have AC Liquor Store's Conditional Use Permit (CUP) on the upcoming May agenda. We are also currently reviewing the Bethel Municipal Code on how to change and rewrite codes. We are also looking into commercial parking lots and the backing up onto the highway.

The 1st of April, administration purposed a new Planning budget that will be reviewed by City Council. The proposal is to defund the current administrative assistant position and change my position to assistant planner and a hire a new planner. I have attended three city council budget meetings but they have not gotten to the Planning budget yet.

KYUK's Reporter Anna Rose MacArthur stopped by the Planning Office for an interview with Pauline and I. We discussed the paper process about the removal of junk vehicles. We shared with her details of the process, and gave her a tour of the Public Works yard where the impounded vehicles get stored.

I also have been working with the subdivision developers. I am currently working with Tanqik and waiting to hear back from them so that we can get everything processed to go to the planning commission. Tanqik Subdivision Agreement is scheduled to be on the June's 2019 agenda.

In conclusion, we anticipate a busy summer, and look forward to what the season is going to bring.



CITY OF BETHEL
Fire Department

Daron Solesbee, Acting Fire Chief
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bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: April 29, 2019
TO: Bill Howell, Acting City Manager
FROM: Daron Solesbee, Acting Fire Chief
SUBJECT: Management Report, April 2019

Current Events

- Bethel Firefighters and Utilities personnel tested hydrants on the Institutional Corridor (IC) water system. Several of these hydrants demonstrated flows in excess of 1000 gallons per minute.
- The department is assisting in scheduling hearing testing for May 20-22, 2019.
- We are working with representatives of the Lower Kuskokwim School District to upgrade fire protection systems including a new water storage tank, address signage, hydrant plans, and fire access roads.
- The annual Cama'i Festival was a wonderful success this year. Our staff and volunteers performed safety inspections and alarm tests prior to the commencement. There were no significant EMS or fire incidents during the festival.

Community Planning/Preparedness

- During April, the department ordered 19 address plaques for the community. The department has ordered 769 address signs since inception of the program. For those needing assistance, the department has installed approximately 10% of these signs at the request by property owners. The department also oversees and facilitates ordering of commercial signs with an Anchorage vendor. We are reposting our PSA on social media to rekindle awareness.

- The Department is working with the administration to update the City of Bethel Emergency operations plan.
- The Department is assisting administration with the cleanup and disposal of a release of Muriatic Acid inside a storage container at the pool. The storage container was secured by BFD personnel with a Knox padlock until City personnel receive the proper training to neutralize and dispose of the materials.
- Bethel Fire Department has been selected as a test site for the new Medicaid supplemental reimbursement program (GEMT). Being part of this pilot will allow Bethel to shape the program to meet Bethel's needs. GEMT legislation (HB 176) was signed into law in June of this year. This law allows municipal ambulance services to receive reimbursement of 50% or more of the uncompensated cost (UCC) of providing ambulance service.

Bethel's ambulance service costs the City around \$1500 per transport. The City receives about \$400 from Medicaid per transport. The City would be able to receive reimbursement for at least half of the UCC, \$1100. Current estimates suggest as much as 150K-200K in revenue from this program. These funds must be used for EMS purposes. The Department is waiting for further information on steps needed to participate

Training

- On 04/02/19 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed care and treatment for OB/GYN emergencies and practiced the procedure for emergency childbirth.
- On 04/11/19 at 7:00 p.m., a Fire Meeting was held at the fire station. Responders reviewed and conducted drills for vertical ventilation and ground ladders.
- On 04/16/19 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed and practiced care and treatment procedures for pain management.
- On 04/25/19 at 7:00 p.m., the Fire Meeting was held at the fire station. Responders reviewed procedures and conducted drills for fire attacks.
- Five candidates are progressing through their Firefighter-1 training. Recent topics of instruction include Ventilation, Water Supply, Fire Attack and Foam, Hose Deployments, Fire Fighter Survival, Salvage and Overhaul, Fire Prevention and Public Education, and Fire Fighter Rehabilitation. The course will conclude on June 8, 2019 with State of Alaska Written and Practical Skills Examinations.
- The State of Alaska Bureau of Fire Accreditation, Standards, and Training (BFAST) and Fire Standards Council (AFSC) approved the department to instruct a Firefighter-2 course in June 2019. This course will deliver advanced training in the

Incident Command System, Foam Application, Coordinating a Fire Attack, and Vehicle Extrication.

- EMI-Alaska, Inc. instructed a 16-hour HAZWOPER course to complete the 40-hour HAZWOPER training for City of Bethel personnel on April 10-11, 2019. There is a 3-day OJT requirement for each person to complete in order to receive their 40-hr HAZWOPER certificate. The department contacted EMI-Alaska, Inc. with a request to assist and provide oversight to the City of Bethel in the clean-up of the hazardous materials site next to the Bethel Pool. This will meet the 3-day requirement.
- Captain Solesbee attended the 34th Annual Alaska Association of Fire and Arson Investigators Training Conference in Ketchikan from April 20-27. This training is essential to the department to ensure the proper investigation of fire and arson related incidents.
- The department is coordinating the delivery of a State of Alaska EMT-2 Initial Course from May 26 – June 1, 2019.

Responses

- Between 04/01/19 and 04/29/19 the Bethel Fire Department responded to 134 EMS and 20 Fire incidents.
- During this period, 53 EMS incidents (39.5%) were alcohol-related.
- On 03/05/19 at 6:27 p.m. firefighters responded to East Avenue for the report of a steam bath fire. Upon arrival, Firefighters observed a fully involved steam bath.
- On 04/02/19 at 9:21 p.m. medics responded to Rav'n Alaska for the report of a person who fractured their hip. The patient was assessed and transported to the hospital.
- On 04/02/19 at 11:08 p.m. firefighters responded to Joe Lomack Beach for the report of a bonfire. Firefighters informed the individuals that open burning on the ground is not allowed within City limits. The individuals were advised that they would be allowed to burn items without a burn permit inside a barrel that has a screen on top.
- On 04/04/19 at 10:30 p.m. firefighters responded to Joe Lomack Beach for the report of a fire with intoxicated people around it. On arrival, there was no one around the fire. Crew then put the fire out and returned to quarters.
- On 04/07/19 at 5:08 p.m. firefighters responded to Ptarmigan Road for the report of a grass fire. Firefighters arrived to find a grass fire that was no longer burning, deployed hose line, and checked the area to ensure there were no embers remaining. Firefighters cleared the scene and returned to quarters.

- On 04/12/19 at 6:00 p.m. firefighters responded to the Old Senior Center for the report of a grass fire. Firefighters deployed hose lines, extinguished the fire, and checked the area to ensure there were no embers remaining. Firefighters cleared the scene and returned to quarters.
- On 04/16/19 at 5:00 p.m. medics responded to the YKHC Prematernal Home for the report of a person in labor. Upon arrival, medics assessed the mother and performed emergency childbirth of a healthy baby. Medics transported both patients to the hospital.

Budget/Financial

- The department is operating within budget.
- The proposed FY 2020 budget was submitted to the manager for review.

Grants

- The Department was awarded funding through the Volunteer Fire Assistance program for \$7,470, for three sets of firefighting turnouts. Due to Federal budget cuts to the VFA program, this award was cut in half.
- The Department applied for and passed the first round of approval the Phase 18 Code blue Grant for \$45,000 for the remount of Medic-5 to a new chassis. Funds have been awarded and will be reimbursed once expenditures are made.
- The Department was awarded \$7,500 in Code Blue grant funding for a new power stretcher for Medic-6. The YKHC EMS Department administers this grant and BVESA has committed matching funds. The stretcher is in service in the new ambulance. We are waiting for invoice to make final payment and close the grant.

Staffing/Recruitment

- The Department has one open Firefighter/EMT position, which is being advertised on the State of Alaska ALEXS website and nation-wide on the IAFC's Daily Dispatch website.
- All employee evaluations are being completed.

Vehicles & Equipment

- A bill of sale and title was provided to administration to dispose of E-28. Once signed the surplus fire vehicle will be property of the Native village of Napaimute.
- The new ladder truck is receiving warranty repair for a problem with the nozzle nesting feature and repairs to the Compressed Air Foam System (CAFS) compressor. We are outfitting the new ladder truck with firefighting and rescue equipment.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	<i>(Backup ambulance) In service, Airbags repaired.</i>
Medic 5	Ambulance	2003	In service. Frequent no starts/dead batteries. (Plan to remount to new Dodge chassis in 2018/2019)
Medic 6	Ambulance	2017	<i>(Frontline Ambulance) In service.</i>
Engine 4	Pumper	2013	<i>(Frontline pumper) In service, Seat belt sensor silenced but still needing repair by V&E. DEF tank heater malfunction parts on order.</i>
Engine 3	Pumper	1986	<i>Being outfitted as a tender and water supply unit. 3000 feet of LDH. (Poor overall condition needs replacement) Generator mounting parts ordered for installation</i>
Truck 1	Ladder Truck	2017	Outfitting, in service
Com 1	Pickup	2014	In service
Com 2	Pickup	2004	In service.
Tanker 1	Tanker (1500 gallon)	1980	Out of Service
Truck 1	Ladder Truck	1980	Out of Service

Memorandum

Date: April 25, 2019

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



April 2019 Current Events

- **New Finance Director:**

April saw the addition of a new Finance Director, Christine Blank, into the City of Bethel family. She has been added to the City network and has been orientating herself with the workings of the City machine this month.

- **Budget Review with Council:**

Another highlight of the month was getting the chance to discuss the IT department's budget with the City Council and answer any questions they had over the costs of items, justifications, or places we could possibly cut. As the budget process moves forward, more things may need to be fine-tuned before the IT budget is finalized for FY20.

- **Finalized Policies and Procedures:**

April saw, in collaboration with the legal department, the finalization of several policies and procedures that will be used to encompass all City employees as far as network usage and appropriate behavior. All employees will be made to sign these policies as read and acknowledged. The policies that were implemented were the following:

- Computer Use Policy
- Unique ID Policy
- Antivirus Policy
- Media Disposal Policy
- Password Policy

- **New Access Points for Public Works:**

Managed to procure the hardware needed in order to swap out the wireless access points at Public Works. The new access points will be the same model that are used throughout the rest of the city and will complete my endeavor for uniformity. The new models offer a lot more control and security than the currently used hardware and perform better overall as far as range and speed. I hope to have the access points set up and installed within the following month.

- **Video Upgrades for Chambers:**

Managed to obtain and set up some hardware that will allow the City Clerk to more easily present information to both Council and other audiences within Council chambers. We are hoping to replace the projector with large LED televisions that will be easier to see when the room remains lit. Additionally, the Clerk will be able to share on multiple screens at once.

Memorandum

Date: April 25, 2019

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



- **Caselle Update from 2018.11.204 to 2019.2.135:**

Pushed a major Caselle update out to all workstations using it. This took the version from 2018.11.204 to 2019.2.135

- **Business-As-Usual:**

Beyond the above-mentioned items, the month has been spent fixing or helping with run-of-the-mill trouble tickets such as email issues, printing/scanning, Caselle access, cellphone replacement, missing network drives, login problems, etc.

Future Plans

- **Budget Finalization and Projects:**

Pending the finalization of the FY20 budget, I hope to start getting the ball rolling on whatever capital expenditure projects get approved by Council. In this I will obtain hard quotes for hardware and scopes of work and then, in the next few months, schedule purchases of hardware or services.

MEMORANDUM

DATE: 04.30.2019
TO: Bill Howell, Acting City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report –

Programs/Divisions

Public Works Director:

Hauled Utilities:

The Hauled Utilities Dept has been doing great this month besides having trouble with the trucks on maintenance. We'd have four to five trucks both for water and sewer routes running but still get the job done. Thanks to all the drivers that are helping out to keep the services running in the hauled utility department.

A few of the trucks are running slower than they usually are pumping and requires more time to finish the routes. A big thank you to all the drivers who are helping others to finish their route sheets on time.

We are looking forward to all the new trucks for the department that will greatly help save time and hopefully getting more drivers to cover the route sheets to finish on time without overtime.

We are getting by with the drivers that are currently working but still need more drivers to finish the work without too much overtime for some of the drivers that are covering for the other drivers on leave or have called in sick.

The Hauled Utility Dept has a very old company truck that I use for this department. The company truck needs a lot of maintenance done and worn out pretty much. The driver side door can't properly close and the door has to be lifted to properly close but still doesn't close properly. Seem like the door was pryed open when the keys were locked in. There is an inch or a half inch gap on the top of the driver door when closed.

The front wheels seem to be misaligned even after the whole drive line was maintained and upgraded. The truck wobbles when doing tight turns like the wheels would come off.

We could use the fuel tank on the truck but the tank is pretty rusted and the fuel filter shows a lot of rust in the tank. The fuel pump seems to be rusted and worn. We tried to get maintenance done on the fuel tank but V&E doesn't want to maintain the fuel tank.

The cab is too small for the CWS workers when I have three CWS workers on board.

The truck uses a lot of fuel even after both tanks are topped off each fuel up. Sometimes the fuel pumps on the two tanks don't work and shots off the engine to start back up with the other fuel tank.

Some of the drivers need safety gear and the high visible safety clothing with the rain gear for the summer seasons. A lot of the drivers need new boots and some are wearing torn up gear or their own personal clothing to work. The work gear doesn't last three months with all the work the drivers do and get pretty torn up by the fourth or fifth month of use. Especially, the high visibility work jackets used by the drivers and we don't have enough funds for the clothing.

Utility Maintenance:

- Lagoon discharge operations are shut-down until spring. Normal operation for winter is ongoing.
- 12 alarms on residential lift stations were responded to. Multiple issues with grinder pumps, heat trace, and float systems.
- Monthly meter reading and service connections were completed
- Main Lift Station pump work –Pump #1 still in Anchorage for major repair. Pump and parts have arrived. Repairs expected to take 1-2 weeks. Lift Station is running on 2 pumps for now.
- Clean up and organization of shops.
- 18 residential lift station repairs
- Line flushing and leveling activities on low-flow and plugged sewer lines. Non-compliance reports were filled out per DEC requirements.
- Daily safety meeting.
- All 3 Utility Maint. Trucks are having issues that require repairs. Several of these are major safety issues. Continue to work with V&E to repair them, but some issues are arising due to 2 of the vehicles are more than 10 years old.
- FAA lift station is thawed out and operational.

Property Maintenance:

- PW Building
 - Boiler #1 completely removed. Boiler #2 is sole operation of building heating system.
 - Hot water system has been removed from PW building as part of the boiler/mechanical space remodel. PW building will not have hot water until the boiler project is complete.
 - Fire sprinkling system in PW still NON operational.
 - Used oil filtration and water separation system needed complete rebuild. Drained down, removed filtering, cleaned and replaced. Addition of plumbing to aid in water separation.
 - Water trapped under building causing drive and parking to wash out. Cut drainage path, de-iced culverts and began pumping water out from low spots under the building.
 - Foundation piling inspection has revealed sinking and heave of support posts and beams.
 - No smoking sign installed on building in appropriate locations.
- City Hall
 - Manually selecting operation of boiler as the temperatures are fluctuating greatly from day to night.
 - Rear entrance stairs are rotting. Two different expanded metal stairs plates had to be repaired. Project to replace the stairs in entirety as a summer project.
 - Wheel chair ramp section at front entrance is showing signs of degradation and will need to be rebuilt or replaced. Project this for summer. Materials quotes requested.
 - No smoking sign installed on building in appropriate locations.
 - Installed TV mount for Lori.
 - Investigated soft section in floor reported by Tamara.

- Court House
 - No smoking sign installed on building in appropriate locations.
 - OCS is moved out of leased space exit walkthrough
 - **Dry Sprinkler System:**
 - Dry system is back in NORMAL operation minus ONE isolated sprinkler head located on the outside of the building to the left of the front main entrance. Project to have contractor complete repair from break Spring/Summer of 2019. Contractor is in communication with city building maintenance and scheduling a time for the work to be completed.
 - The dry system has a small leak in the dry system piping just above court room 4. Leak is temporarily fixed and holding. Static air pressure is remaining constant with additional help from the fire system air compressor. A plan is being developed to have the dry system evaluated for replacement and repair Spring/Summer 2019 by a contracted service.
 - **Holding Cell Area Door:**
 - Door ordered from AHS, shipped and received. Prep work has begun to add the new wiring, relight vision, latching hardware and paint for install. Door removal and replacement will be coordinated with Alaska State Court System. The area where the door is a sensitive area as inmates are transferred through this area.
 - **Water leak damage remediation survey:**
 - Industrial Hygienist from Advanced Look Solutions in Anchorage completed an Environmental survey off all areas within the court system that was affected by the water leak. Sample have been sent to lab in Lower 48 for testing and results are expected to be returned in April.
 - A plan for remediation/remodel work will begin once results are returned and priority areas have been identified.
 - Reports returned. No hazards present in lab samples tested.
 - **Dirty sprinkler heads and escutcheon plates:**
 - All protruding sprinkler heads have been cleaned and inspected.
- Dog Pound
 - Replaced door latching hardware 3 times from vandalism.
 - Bethel Friends of Canines has transitioned and is using the building more often.
 - Area donated for BFK9 kennel relocation has been scraped clear of ice and debris.
 - Surveyed and staked off pad sight for sand pad prep.
 - BFK9 has been in close communication in the process of relocating their kennel to the property.
- Log Cabin
 - Boiler is consistently found tripped during building rounds. Building is temporary closed to resident use of the building due to a sewer line freeze and boiler reliability

issues. Boiler remains operational with daily rounds to ensure adequate warmth of the building. Water service has been isolated and lines drained to prevent freeze up.

- YKFC - Pool
 - Requests for assistance with the boiler are frequent. The department assists when able.
 - Meeting completed with Pool management staff to determine cause of repeated issues with the boiler system. The issues have primarily been pressure related and high temp limit related. Action plan to evaluate the system in its entirety for correct daily operation is in place.
 - Boiler #1 – complete shutdown and cleaning performed. Function checks completed after and boiler placed back online.
 - Water line failed in the pool chemical dispersing system. Line repaired and system put back in normal operation.

- Police Department
 - Periodic low fuel level alarm activation for the emergency power generator. The issue has been isolated to a set of terminals outside the building that get wet and short causing a false alarm. The alarm will short and activate when the weather is rainy and windy.

- Billy's Water plant
 - Boiler #1 shut down and Boiler #2 fired. To even out boiler usage.
 - Boiler #1 also had a failed fuel pressure gauge. Gauge was replaced Boiler #1 is back in normal operation as needed.
 - No smoking sign installed on building in appropriate locations.

- Sean's Water Plant
 - Boilers monitored daily as they are the main source of heat for the City sub water utility lines.
 - No smoking sign installed on building in appropriate locations.

- Teen Center
 - Boilers are monitored daily as they are a "Boost" of temperatures supporting the heat loop that runs through the City Sub water utility lines.
 - No smoking sign installed on building in appropriate locations.

Parks and Recreation:

- Lions Club Park
 - Picked up trash from entire park location. Emptied ALL trash bins.

As spring is quickly approaches a list of projects for the summer are being developed within the department along with projected timelines.

- Projects so far, more to be considered.
 - Owl Park (projected dates May27th thru June 7th)
 - Install of new playground equipment and play ground material

- All play parks
 - General maintenance and grounds upkeep
- Pinky's Park
 - Softball field refurbish/re-sod/re-seed
 - Dugout repairs, repaint
- Soccer Sports Field
 - Hydro Seed
 - Maintenance contract options for field to be discussed
 - Install bleachers
 - Paint concrete blocks High Vis
 - Install soccer goal posts
 - Place Portable restroom facilities
 - Install bike rack
 - Place information bulletin stand
- Airport Cemetery
 - Ordering additional fencing
 - Installing additional fencing
 - Hydro seeding expanded sections
- Boardwalks
 - Trial Lighting pole project
 - General maintenance and upkeep
 - Vegetation trim back
 - Way finding signage
 - Location marking signage project.

Road Maintenance:

Streets and Roads, now that the city sand pit has been thawing out, we have been out at the pit pushing up sand with the D-8. This will be on-going for the next few weeks as it thaws to strip ground so that we can push up a landfill cover pile, road sand pile, and a road salt sand pile.

Streets and Roads has been hauling cover to the landfill from city sand pit for the last three weeks with one or two dump trucks. We will help as long as we have drivers or dump trucks, and not on other road projects.

Streets and Roads unloaded the four freezer vans of Calcium Chloride 52, 2500lb bags that was on the south side of the city shop. We will start laying this down on the roads when the rain stops and the roads starts drying out.

Streets and Roads is done with the steaming culverts this year, a total of 76, culverts, and in most years we would have to thaw over 150 culverts. The new steamer works great at 350 degrees and higher pressure. It is 2-3 times faster, uses less water and fuel than the old steamer.

Vehicles and Equipment:

This month has been productive besides the fact that we have mechanics gone due to injury. We just had a temporary mechanic yesterday. This will help a lot. We did get a couple of the large projects done that were very time consuming. It is still a fight to try and keep up with other departments issues when 95% of our time is fighting to keep the water and sewer trucks on the road. It is going to be nice when the new sewer trucks arrive. On the other hand, the fact that we need to run these water trucks for another 14 months is quite scary. I know I have said it in the

past months but trying to find parts for these dinosaurs is ridiculous and sometimes impossible. It may come down to buying used parts just get us by, since nothing new is available. We have also done a lot of winter tire swapping and routine services. The V&E team has done a great job despite the lack of man power.

Transit System:

The Bethel Transit System and the City's Finance Department has submitted the monthly Budget Summary Billings, to DOT, for the months of July through March. Currently the State has reimbursed the City \$138,214.12 from the Federal/State Transit System grant. Leaving \$118,206.88 in the grant. As soon as the Finance Department closes April, I will be working on the April Budget Summaries. I need to work with the Finance Department and bring the billing for V & E overhead and parts up to date. So far, we have only claimed it for the months of July, August and September.

The ridership for the month of April has picked up. For the month of April there was 2738 rides. Elders/Seniors (64years old+) 274 rides, who paid the regular fare, 54 rides for youth (3-14 years old), 233 for Disabled and 2400 rides for the general public. General public rides include: 6-10 rides per day for those going to and from work, 25-30 rides per day for those seniors that have monthly and yearly passes, and the remainder are those that go to and from the hospital, post office, stores, and back home. The ridership has increased with ONC purchasing of monthly passes for seniors and caregivers. The revenue for the month of April is \$5,200.00.

The Transit System is currently running one route, the Green Line runs Monday through Friday from 6:30am to 10:30am and 11:30am to 6:15pm and Saturday 9:30 -11:30 and 12:30 -2:30.

Bus 437 was purchased in 2008 and is down with a bad motor. The City Shop recommends not fixing it and if they do they'll have to replace the motor. A couple of years ago the City Shop replace the motor in Bus 436 and it cost between \$12,000 and \$15,000. It was down for over a year. Bus 436 was purchased in 2008 and has over 149,104.6 miles on it. Bus 438 was purchased in 2007 and has 123,865 miles. Our newer bus, Bus 439 purchased in 2014 and has over 145,000 miles. The State's guidelines for replacing cutaway buses was 5 years old and/or 100,000. The City Council and DOT has approved the purchase of a new bus, FY 2019 Grant, it is on order and should be on this summer barge.

Landfill / Recycle Center:

Between landfill personnel and the road crew there has been a lot of cover material that was brought in this month, covering the big stuff (C&D) and keeping the dumpster stuff covered more frequently than normal. Currently, we have two working faces as prescribed by DEC. We have built up a couple of pads with some asphalt that the road crew broke up last summer. Our new road has been properly named Bill's Hill Top Drive as it was his idea and has been a blessing. Nobody stuck this year during breakup.

Water Plant Operations: For the month of April, we continue to make our DMR report for the sewer lagoon. Also our monthly water logs to ADEC for BHWTP and CSWTP. Also our monthly Monitoring Summary test in the field and water plant to OEH and ADEC. ARWA in

process doing our CCRs for BHWTP and CSWTP according to our 2019 Monitoring Summary. Glycol heat for sewer systems at CSWTP in summer mode. Daily safety meeting here at CSWTP.

Institutional Corridor Update:

- Line construction has been completed.
- DEC has issued a letter (11/20/18) with Interim Approval to Operate the line. This is valid until February 22, 2019. Request for final approval must be submitted prior to expiration.
- U.S. Fish & Wildlife was the first customer to apply for and receive services following the receipt of approval to operate.
- To date (2/28/19) only 5 service connections have been turned on. U.S. Fish & Wildlife, Bethel Youth Facility, Correctional Facility and YKHC (hospital and housing units).
- Still waiting on other customers to complete work and apply for services soon.
- Issues with circulation pumps and high demand pump alarms and tripping has been resolved. Valve was left partially closed during commissioning
- Fire hydrant static and flow testing was performed to accommodate requests from multiple customers working on sprinkler designs in their buildings.

Staffing Issues/Concerns/Training:

Streets and Roads daily log:

4/1/19

Graded Ptarmigan Road, Akakeek Street, and Ridgecrest Street.

Hauled gravel with the dump truck to Ptarmigan Road, and Akakeek Street.

The steamer was out steaming culverts on 4th Ave., 260 Alder Street, and Ptarmigan Road 8 hours.

4/2/19

Grader was out 9 hours grading roads throughout Bethel start with Ptarmigan Road and Akakeek Street and back to those roads at the end of the day.

Both steamers were out for 8.5 hours steaming culverts in Tundra Ridge, Ptarmigan Road, and Akakeek Street.

4/3/19

The grader was out for 7 hours grading throughout Bethel roads starting on Ptarmigan Road, and Akakeek Street.

Both steamers were out for 7 hours steaming culverts in Larson Sub, Delapp Street, Housing, and Ridgecrest Street.

We had a dump truck hauling cover to the landfill.

4/4/19

Grader was out for 6 hours grading throughout the Bethel roads starting with Ptarmigan Road and Akakeek Street.

The road maintenance crew was out for 4 hours helping the fire department clean up a fuel spill in trailer court with the 420D backhoe and 950 loader.

We dispersed some gravel on Ptarmigan Street to fill in potholes.

4/5/19

The grader was out 7 hours grading roads starting with Ptarmigan Road and Akakeek Road.

Hauled 4 loads of gravel to fill in pot holes at City Subdivision.

Helped building maintenance take down a wheel chair ramp at the old Kilbuck School and haul it to the piped water shop.

The road maintenance crew was out for 3 hours helping the fire department clean up a fuel spill in trailer court with the 420D backhoe and 950 loader.

4/5/19

Graded roads for 8 hours throughout Bethel roads.

Loosened up gravel on the gravel pile for 2 hours

Back blade gravel in the potholes with the 966F loader 5 hours.

4/6/19

Grade roads throughout Bethel for 4 hours.

4/7/19

Took the 966F out to the city sand pit and hauled 9 loads of road sand utilizing the dump truck to disperse sand onto Mission Lake Roads.

4/8/19

Both of the steamers were out steaming culverts in Blue Berry Sub., City Sub., Mission Lake Road, and the culverts at the city shop.

The grader was out grading Kasayuli Subdivision road, City sand pit road, and Standard Oil Road.

4/15/19

Took the loader out to the city sand pit to load dump trucks and hauled cover to the landfill.

Pushed sand out at the city sand pit with D-8 dozer 7 hours.

4/16/19

Took the loader out to the city sand pit to load dump trucks and hauled cover to the landfill with two dump trucks for 7 hours.

4/17/19

Took the loader out at the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

Pushed at the city sand pit with the D-8 for 4 hours.

4/18/19

Drove the 950G loader out to the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

Graded roads for 6 hours in City Subdivision, Ridgecrest Street, 4th Avenue, 6th Avenue.

Unloaded two freezer vans of calcium chloride, total 37, 2500lb bags

4/19/19

Took the 950G loader back out to the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

Unloaded a freezer van of calcium chloride, total 15, 2500lb bags.

Graded Harrison road for 2 hours

4/22/19

Grease up the 950G loader.

Took the 950G loader to the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

4/23/19

Grease up the 950G loader.

Took the 950G out to the city sand pit to load dump trucks and hauled cover to the landfill utilizing two dump trucks for 7 hours.

The sander truck was out 4 hours sanding roads for the school bus and for the public.

Pushed the pile of cover at the landfill with 966F

4/24/19

Greased up 950G loader and took it out to the City Sand Pit and hauled cover to the landfill utilizing two dump trucks for 7 hours.

Pushed up a pile of sand with the D-8 at the city sand pit 7 hours.

4/25/19

Took the 950G out to the city sand pit to load dump trucks and hauled cover to the landfill with the dump truck for 7 hours.

Pushed up a pile of sand with the D-8 at the city sand pit again for 6.5 hours.

4/26/19

Took the 950G out to the city sand pit to load dump trucks and hauled cover to the landfill for 7 hours.

Pushed up road sand and landfill cover at the city sand pit with D-8 for 7 hours.

4/29/19

Graded BIA Road, City Sand pit road, and H-Marker Lake road with grader

Watered down BIA road, Kasayuli Road with water truck.

Pushed at the city sand pit with D-8 for 7 hours

4/30/19

Pushed at the sand pit with the D-8 for 5 hours.

Hauled two cars to the landfill from 6th Ave.

The grader was out grading Ridgecrest Street, Akakeek Street, Kasayuli Sub. , and Ptarmigan Road

MEMORANDUM

DATE: May 7, 2019

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – May 14, 2019 Bethel City Council Meeting



STIP Project Nomination

The City is working with DOWL to nominate the Akakeek, Ptarmigan, and Delapp Heavy Use Road Improvement Project to be included in the 2020-2023 Statewide Transportation Improvement Plan (STIP). A City Council resolution, Public Safety Commission Recommendation, and support letters will accompany the request. STIP applications are now due September 15, 2019.

Grant Projects

Lift Station E-Panels and "New" Bethel Main

The City is out to bid on the Lift Station Controls and Improvements project. The prospective contractor will construct and install electric panels for five lift stations and be prepared to construct two more e-panels for two additional lift stations, if the State comes through with the City's additional funding request. The contractor will also rebuild the Bethel Main Lift Station near AC Qucikstop.

Repeaters Purchased

The City prepared all appropriate documents to be able to purchase three public safety repeaters from a NASPO contracted vendor in the amount of \$56,600. Funding is from one of the City's Homeland Security grants. The three repeaters will replace the City's three public safety repeaters in use now that are no longer supported by the manufacturer. The new repeaters will allow for the next anticipated narrowband configuration requirement.

APEI Safety Grant Received

The City of Bethel applied for and was awarded a \$3,000 safety grant from APEI, the City's insurance company. These grant funds will be used to purchase traffic barricades to help direct traffic and keep City road workers safe, public safety uses, and for events like the Fourth of July celebration.

**City of Bethel
Grant Summary
Fiscal Year 2019**

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
AK Dept. of Health and Social Services	CSP Program Grant	Operating costs associated with CSP Program	Police	5/23/19	\$323,081 \$32,308 in-kind
AK Dept. of Transportation & Public Facilities	STIP – Statewide Transportation Improvement Program	Transportation improvements in Bethel (e.g., roads/trails)	Public Works	5/15/19	\$1,075,021 \$175,004
United States Dept. of Agriculture-Rural Development	Water and wastewater grant/loan program	Piped water and sewer system in The Avenues subdivision	Public Works	Target 1/31/19	\$13,321,000 \$306,000

Submitted in Fiscal Year 2019

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
Village Safe Water Program, AK Dept. of Environmental Conservation	Sanitation Deficiency Database entries	Heat trace, two utility service trucks, lift station safety installs, Avenues proj. design	Public Works	4/1/19	\$1,546,209 \$0 expected
Alaska Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Grant Program	Interoperable Comm. Plan, thermal imager, fencing for water tanks, foam extinguishers, Continuity of Op. Plan.	Fire, Public Works	1/31/18	\$163,732 0
State of Alaska	Capital Budget Requests	Avenues water and sewer project, Bethel Heights Water Loop A, Dust Control, City Hall Roof	Public Works	12/18	\$20,743,645
AK Dept. of Transportation & Public Facilities	Community Transportation Grant	Operate Bethel Transit System	Public Works, Transit Division	12/17/18	\$316,832 \$86,381

Approved in Fiscal Year 2019

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
Alaska Public Entity Insurance	Safety Grant	Traffic safety barricades	Public Works	5/7/19	\$3,000
AK Dept. of Envior. Cons., Village Safe Water Program	Infrastructure Protection Funding	Heat trace from FAA lift station to Q2 lift station.	Public Works	2/8/19	\$127,500 22,500
Alaska Dept. of Environmental Conservation	Alaska Village Safe Water Program	Preliminary Engineering Report & Environmental Report for Bethel Heights Sewer System	Public Works	11/27/18	\$75,000

Not Approved in Fiscal Year 2019

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
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CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Phone: 907- 543- 2047

TO: City Manager
FROM: Human Resources
SUBJECT: February Managers Report

DATE: 30 April 2019

Position	Number of Vacancies	Number of New Applications	Number Hired During Period	Number of Vacancies Remaining	Applicants in Review
City Manager	1	0	0	1	0
Driver Hauled	5	4	0	5	0
Bldg Maint Wkr	1	0	0	1	0
Util Maint Wkr	1	0	0	1	0
Police Officer III	1	2	1	1	0
Fire Fighter	1	0	0	1	0
TOTALS	10	6	1	10	0

Applications and Hiring:

Currently developing recruiting strategy and coordination with the City Clerk to announce the vacant City Manager position.

HR received a total of 6 **Applications** in April

From those 6 Applicants:

4 applicants were not selected due to failure to meet licensing requirements, pending current criminal charges, or performed poorly during the interview process.

1 applicant was hired as a police officer with a start date of 13 May 2019.

We currently have 6 job positions with a total of 10 openings, with 0 applications under review as follows:

"Deep Sea and Transportation Center of the Kuskokwim"

City Manager: Coordinating outreach recruiting.

Driver Hauled Utility (5 positions): Currently announced.

Utility Maint Wkr: Announced.

Building Maint Wkr: Announced

Police Officer III: One hired, one failed background process.

1 firefighter position: Announced

BEACON Programs:

3 Random Beacon test were conducted during the month of April.

2 Post Accident Beacon Test were conducted.

Reports of Injury:

There were two reports of injury

Administrative Actions:

Currently closing out all overdue employee performance evaluations.

Multiple routine PAR actions were executed.

Multiple yearly performance evaluations were submitted and processed.

Employee related announcements:

There were no announcements during the month of April.

<https://akpei.com/fmla-resources-for-employers/>

Training, Conferences and Seminars:

No one currently scheduled

James P. Harris
Human Resources Manager

PORT OF BETHEL

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



TO: Bill Howell, Acting City Manager
FROM: Allen Wold, Port Director
SUBJECT: April 2019 Managers Report

- **Small Boat Harbor**
 - 2019 SBH permits came in.
 - Cleaning around the harbor using Loader and the Dump truck.
 - Repairing floats.
- **City Dock/Beach 1**
 - Customers are in and out of the Dock.
 - Crowley, Faulkner, and Vitus working on the tugs and barges.
 - Using a trash pump to drain ditches around the City Dock.
 - Hauling gravel to the Dock (5 loads)
 - Cleaning up the Dock and repairing the warehouse.
- **Port Office**
 - Property Maintenance checking on building daily.
 - Ordered office furniture.
 - TC Construction sent out a subcontractor to check on the air conditioner.
 - Setting up cameras.
- **Admin**
 - Monthly Storage billing for customers.
 - Had a Port Commission on April 15th 2019 (no quorum).
 - Worked on FY 20 Budget.
 - Hired a temp City Dock Attendant with a class A CDL.
- **Seawall**
 - Consistent clean up.
 - Attached orange fencing along cable fencing across 1st National.
 - Tightened cable fence/welded new posts and strung cable fencing at the East Addition, 1st National and Lower Access.
 - Put gravel down on the Lower Access road on the trail.
- **Misc./Vehicles**
 - Safety checks along the seawall.
 - Safety Meetings.
 - V&E working on our trucks.
 - Helping Public Works haul dirt up to the Landfill.
 - Working on the Water truck and the Grader.

TO: Bill Howell
FROM: Christine Blake, Finance Director
SUBJECT: April 2019 Managers Report

My first month with the City of Bethel has been busy with meeting people and getting a sense of what the Finance Department needs to accomplish in the short and long term. I've developed a fluid list of goals which seems to change and grow daily.

Highest priority items I spent time on:

1. Status of the FY18 Audit- Facilitated the completion of the list of pending items requested by the auditors. The items are needed in order to issue our FY18 Audit Report. Most items needed have now been sent to the auditors. Financial statements are being compiled by the contractor and should be sent to the auditors in the next few weeks.
2. FY20 Budget was already drafted when I arrived. I've been working in the budget documents to become familiar with the numbers and to make revisions requested by Council.
3. Facilitated the update of the majority of our general ledger accounts through March, 2019.
4. Getting to know Finance staff, what they do, and what they need to succeed.



April, 2019 Monthly Report

Personnel:

Two conditional job offers were made to prospective patrol officer applicants. Unfortunately one applicant was not successful in the process. The other applicant was successful and starts on May 13th. One patrol sergeant announced his resignation effective 5/19/2019. An internal candidate has also signed a condition job offer and is continuing through the background process. If successful, he will be required to attend the Academy in Sitka starting in August. The investigator assigned to the AST WAANT unit is reportedly doing well. He is currently attending a narcotics investigator course for 2 weeks.

All Dispatch, administrative, CSP and CSO positions remain fully staffed.

Operations:

There were approximately 1,602 calls for service the month of April, a rise of approximately 230 cases from March and down approximately 150 cases from the same period in 2018. The number of calls requiring investigative reports was at 88, down one from March but up 8 from 2018. There were 520 intoxicated pedestrian calls compared to 590 for the same period last year. The number of domestic violence investigations was 37 this month compared to 23 for the same period in 2018 and 26 in March. There were 9 DUI arrests compared to 3 for the same period last year and 1 arrest in March. There was one death investigation in April, compared to 4 for the same period last year.

BPD investigated an assault at The Long House Hotel that resulted in the victim being sent to Anchorage for treatment of his injuries. That case was forwarded to the District Attorney's Office for review. BPD also

investigated a death at the Sobering Center. No foul play is suspected in that case.

Chief Waldron was confirmed by the Alaska Legislature for his appointment to the Alaska Police Standards Council.

Animal Control:

There were 37 animal control calls for service for the month with no reported with one reported dog bite.

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2019

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST & PENALTIES</u>					
52-40-403 CITY DOCK-PENALTIES & INT	.00	.00	5,000.00	5,000.00	.0
TOTAL INTEREST & PENALTIES	.00	.00	5,000.00	5,000.00	.0
<u>SOURCE 42</u>					
52-42-430 JURY DUTY REIMBURSEMENT	(25.00)	(25.00)	.00	25.00	.0
TOTAL SOURCE 42	(25.00)	(25.00)	.00	25.00	.0
<u>CHARGES FOR SERVICES</u>					
52-43-402 CITY DOCK-STORAGE	40,501.86	40,501.86	70,000.00	29,498.14	57.9
52-43-404 CITY DOCK-PERMITS	.00	.00	3,000.00	3,000.00	.0
52-43-405 CITY DOCK-WHARFAGE	140,809.69	140,809.69	160,000.00	19,190.31	88.0
52-43-407 CITY DOCK-DOCKAGE	34,611.81	34,611.81	25,000.00	(9,611.81)	138.5
52-43-418 SBH PETRO PORT-FUEL THRU-PUT	149,214.78	149,214.78	220,000.00	70,785.22	67.8
52-43-424 PETRO YARD - STORAGE	2,944.00	2,944.00	2,000.00	(944.00)	147.2
52-43-426 PETRO PORT-FUEL THRU-PUT	298,429.56	298,429.56	440,000.00	141,570.44	67.8
52-43-427 PETRO PORT-DOCKAGE	20,775.59	20,775.59	20,000.00	(775.59)	103.9
52-43-433 SEAWALL MOORAGE	.00	.00	25,000.00	25,000.00	.0
52-43-434 SEAWALL DOCKAGE	15,696.97	15,696.97	10,000.00	(5,696.97)	157.0
52-43-435 SEAWALL-WHARFAGE	.00	.00	1,000.00	1,000.00	.0
52-43-454 BEACH-STORAGE	23,457.52	23,457.52	10,000.00	(13,457.52)	234.6
52-43-455 BEACH-WHARFAGE	69,096.67	69,096.67	70,000.00	903.33	98.7
52-43-457 BEACH-DOCKAGE	12,866.36	12,866.36	17,000.00	4,133.64	75.7
52-43-462 BOAT HARBOR-STORAGE	.00	.00	3,500.00	3,500.00	.0
52-43-463 BOAT HARBOR-MOORAGE	2,528.40	2,528.40	24,000.00	21,471.60	10.5
TOTAL CHARGES FOR SERVICES	810,933.21	810,933.21	1,100,500.00	289,566.79	73.7
<u>LEASE REVENUE</u>					
52-44-467 LEASE REVENUE	18,270.00	18,270.00	24,000.00	5,730.00	76.1
TOTAL LEASE REVENUE	18,270.00	18,270.00	24,000.00	5,730.00	76.1
<u>MISCELLANEOUS</u>					
52-45-462 SMALL BOAT HARBOR STORAGE	2,000.00	2,000.00	.00	(2,000.00)	.0
52-45-464 SMALL BOAT HARBOR PERMITS	6,770.00	6,770.00	24,000.00	17,230.00	28.2
52-45-467 EXTRA WATER CALLS	25,090.50	25,090.50	25,000.00	(90.50)	100.4
TOTAL MISCELLANEOUS	33,860.50	33,860.50	49,000.00	15,139.50	69.1

CITY OF BETHEL
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING APRIL 30, 2019

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
52-49-487 INVESTMENT INCOME	.00	.00	2,000.00	2,000.00	.0
52-49-495 MISCELLANEOUS REVENUE	7,625.00	7,625.00	5,000.00	(2,625.00)	152.5
TOTAL MISCELLANEOUS	7,625.00	7,625.00	7,000.00	(625.00)	108.9
TOTAL FUND REVENUE	870,663.71	870,663.71	1,185,500.00	314,836.29	73.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2019

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCK EXPENDITURES</u>					
52-50-501 SALARIES	129,242.11	129,242.11	178,152.00	48,909.89	72.6
52-50-502 OVERTIME	2,445.17	2,445.17	10,000.00	7,554.83	24.5
52-50-508 LEAVE CASHOUT	1,166.13	1,166.13	7,865.00	6,698.87	14.8
52-50-510 SOCIAL SECURITY EXPENSE	605.73	605.73	1,293.00	687.27	46.9
52-50-511 MEDICARE FICA	2,043.22	2,043.22	2,728.00	684.78	74.9
52-50-512 EMPLOYEE GROUP BENEFITS	39,552.20	39,552.20	55,974.00	16,421.80	70.7
52-50-515 UNEMPLOYMENT	60.51	60.51	2,496.00	2,435.49	2.4
52-50-516 WORKERS' COMPENSATION	4,430.00	4,430.00	7,528.00	3,098.00	58.9
52-50-518 PERS	26,821.84	26,821.84	41,393.00	14,571.16	64.8
52-50-519 UTILITY BENEFIT	9,517.69	9,517.69	11,491.00	1,973.31	82.8
52-50-545 TRAINING/TRAVEL	531.21	531.21	5,000.00	4,468.79	10.6
52-50-561 SUPPLIES	3,585.93	3,585.93	5,500.00	1,914.07	65.2
52-50-563 WEARING APPAREL	.00	.00	1,300.00	1,300.00	.0
52-50-600 TIRES	1,872.95	1,872.95	9,000.00	7,127.05	20.8
52-50-601 VEHICLE MT. (PARTS & TOOLS)	9,369.08	9,369.08	12,000.00	2,630.92	78.1
52-50-602 GASOLINE/DIESEL/OIL	13,166.77	13,166.77	18,000.00	4,833.23	73.2
52-50-621 ELECTRICITY	11,777.10	11,777.10	12,000.00	222.90	98.1
52-50-622 TELEPHONE	1,601.44	1,601.44	2,000.00	398.56	80.1
52-50-623 HEATING FUEL	2,279.65	2,279.65	2,400.00	120.35	95.0
52-50-624 WATER, SEWER, GARBAGE	4,468.00	4,468.00	12,000.00	7,532.00	37.2
52-50-626 WATER FOR BARGES	5,451.99	5,451.99	12,000.00	6,548.01	45.4
52-50-627 STAFF CELLULAR PHONES	636.81	636.81	1,320.00	683.19	48.2
52-50-642 LEGAL FEES	688.90	688.90	5,000.00	4,311.10	13.8
52-50-643 PLANNING/ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
52-50-661 VEHICLE MAINT/REPAIR	1,662.98	1,662.98	2,782.00	1,119.02	59.8
52-50-666 MUNICIPAL DOCK MAINT.	49.99	49.99	5,000.00	4,950.01	1.0
52-50-667 MAINT-SEAWALL	277.43	277.43	7,000.00	6,722.57	4.0
52-50-669 OTHER PURCHASED SERVICES	8,716.78	8,716.78	10,935.00	2,218.22	79.7
52-50-683 MINOR EQUIPMENT	5,770.73	5,770.73	6,175.00	404.27	93.5
52-50-687 LAND/EASEMENT ACQUISITION	6,705.00	6,705.00	50,000.00	43,295.00	13.4
52-50-696 WATERFRONT FACILITIES IMPROV	.00	.00	25,000.00	25,000.00	.0
52-50-697 HIGHLIFT FORKLIFT	.00	.00	85,000.00	85,000.00	.0
52-50-721 INSURANCE	11,999.97	11,999.97	16,000.00	4,000.03	75.0
52-50-724 DUES	103.92	103.92	1,000.00	896.08	10.4
52-50-727 ADVERTISING	12.99	12.99	1,000.00	987.01	1.3
52-50-736 BANK CHARGES	551.71	551.71	700.00	148.29	78.8
52-50-775 MUNICIPAL DOCK GRAVEL	55,020.00	55,020.00	55,020.00	.00	100.0
52-50-777 CONTAMINATED SOIL PROCESSING	439.08	439.08	1,000.00	560.92	43.9
52-50-990 XFER OUT	.00	.00	50,000.00	50,000.00	.0
52-50-996 ADMIN OVERHEAD-IT SVCS	4,684.22	4,684.22	18,238.00	13,553.78	25.7
52-50-997 ICR-PROPERTY MAINTENANCE 5%	.00	.00	24,751.00	24,751.00	.0
52-50-998 ADMINISTRATIVE OVERHEAD-GF	15,799.00	15,799.00	59,436.00	43,637.00	26.6
TOTAL DOCK EXPENDITURES	383,108.23	383,108.23	840,477.00	457,368.77	45.6
TOTAL FUND EXPENDITURES	383,108.23	383,108.23	840,477.00	457,368.77	45.6
NET REVENUE OVER EXPENDITURES	487,555.48	487,555.48	345,023.00	(142,532.48)	141.3

**CITY OF BETHEL PORT FACILITIES
RENEWAL OF LEASE AGREEMENT**

This Renewal of Lease Agreement ("Lease") entered into this 1st day of January, 2016, is made and entered between the City of Bethel, a municipal corporation organized under the laws of the State of Alaska, located at 300 State Highway, Bethel, Alaska (hereinafter "Lessor") and Alaska Marine Lines**, a corporation organized under the laws of the State of Washington, whose physical address is 5615 West Marginal Way SW, Seattle, WA 98106 (hereinafter "Lessee"). This Lease is a renewal of the 2011 lease previously in effect between the parties, renewed once in 2013 and currently defaulted to a month-to-month agreement.

*** Prior lease was between the City of Bethel and Northland Services, Inc. On November 1, 2013 Northland Services, Inc. joined the Lynden family of companies. On March 16, 2014, all Northland Services switched to Alaska Marine Lines.***

TERMS

1. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee an unimproved building (warehouse) located at the Bethel City Dock, USS 3230 A&B, Block 20, Lot 3, Bethel Recording District, Fourth Judicial District, State of Alaska and described more particularly as follows:
The Old Northwest Navigation Warehouse with the dimension of the warehouse of the warehouse being 80' by 60' wide (hereinafter the "Premises").
2. **TERM.** The term of this Lease shall be twenty-four (24) months, beginning to January 1, 2016 ("Commencement Date") and terminating the last day of the month of December 31, 2017 (the "Termination Date").
3. **RENT.** Rent shall be payable at the rate of Two Thousand Thirty Dollars (\$2,030 US) per month. Rent shall be due and payable to Lessor on the first day of each month during the term of the Lease. If rent is not received by the 5th of each month, Lessee shall be in breach and Lessor shall have the right to charge a 5% interest for each day in which the Lease is due and/or to seek any and all remedies available to it by law, including, but not limited to, terminating this Lease Agreement.
4. **USE OF PREMISES.** The demised premises are to be used by Lessee for the purposes of handling and storing Lessee's LCL (less container load) freight. Lessee shall restrict its use of the demised premises to such purposes subject to the terms, conditions, and other restrictions contained in this Lease. Lessee shall not use or permit the use of the demised premises for any other purpose without the prior, express, and written consent of Lessor, or Lessor's authorized agent.
5. **RESTRICTIONS ON USE.**
 - A. Lessee shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes.

- B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire and liability insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep the fire and liability insurance.

C. Hazardous Substances.

1. Except as provided herein, Lessee shall not use the demised premises for the handling, storage, or to otherwise facilitate transportation of any Hazardous Substance. Lessee shall be permitted to handle and store freight on the demised premises that contains hazardous materials packaged in non-bulk packaging as defined by 49 C.F.R. Ch. 1, § 171.8, as amended. In the event Lessee handles or stores any non-bulk packaging hazardous materials, Lessee shall comply with all laws, rules and regulations respecting the handling, transporting, and storing of hazardous materials in non-bulk packaging, including but not limited to 49 USC 5101et seq., as amended and the hazardous materials regulations contained in 49 C.F.R. Parts 100-180, as amended. Lessee shall be solely responsible for any and all liability which results in the handling and storing of any non-bulk packaging hazardous materials on the demised premises, including but not limited to all costs of clean-up, legal costs, including all reasonable attorney fees and costs incurred by Lessor as a consequence of Lessee's handling or storage of hazardous materials on, at or within the demised premise pursuant to this section.
2. *Indemnification.* In addition to the indemnification provided in Section 21 of his Lease, Lessee shall protect, indemnify, defend and hold harmless Lessor from any and all loss, damage, cost, expense, judgment or liability of any and every kind and description (including without limitation reasonable attorneys' fees and costs) arising or resulting directly or indirectly out of the use, generation, manufacture, production, processing, installation, storage, treatment, handling, release, discharge, disposal or presence of a Hazardous Substance in, on, under or about the demised premises.
3. *Hazardous Substance defined.* For purposes of this Lease, "Hazardous Substance" shall mean any flammable, explosive, or radioactive material, crude or refined petroleum, or any hazardous, toxic, or dangerous waste, substance, or material, including hazardous materials, defined as such in (or for purposes of) any Environmental Law.
"Environmental Law" shall mean any Federal, State or local law, ordinance, code, regulation, rule, order, or decree, relating to, or imposing liability or standards of conduct concerning the treatment, storage, use or disposal of any Hazardous Substance, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Action (42 U.S.C.A., Sec. 9601, et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, (42 U.S.C.A. Sec. 6901, et seq.), the Clean Air Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Pesticide Act, the Federal Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right-To-Know Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, all

applicable federal regulations, as amended, and Alaska Statutes, Title 46, Chapters 03, 08 and 09, as amended, and the City of Bethel Municipal Code ("BMC"), as now or at any time hereafter in effect.

6. **WASTE, NUISANCE OR UNLAWFUL ACTIVITY.** Lessee shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.
7. **UTILITIES.** Lessee shall arrange and pay for all utilities furnished to the demised premises for the term of this Lease, including, but not limited to, electricity, gas, water, sewer, and telephone service.
8. **REPAIRS AND MAINTENANCE.** Lessee shall maintain the demised premises and keep them in good repair at Lessee's expense. Lessor acknowledges that from the time of the transfer the building was not in good repair with one corner of the building having exposed fiberglass siding. Should there be damage to the building caused solely by the condition of the building, and not the fault of the Lessee, Lessor will not expect Lessee to make any associated repairs. If such situation occurs, the parties can review whether they desire to maintain the Lease or terminate it without fault. Lessee and Lessor performed an inspection of the demised premises prior to Lessee's occupation thereof. (Refer to original contract between parties).
9. **DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES.**
 - A. Lessor represents that the demised premises are in fit condition for use by Lessee.
 - B. Lessee shall surrender the demised premises on the Termination Date, or termination of this Contract if sooner than Termination Date, in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Lessee shall remove all business signs, equipment, structures and goods placed on the demised premises by Lessee and restore the demised premises to the same condition as when received.
10. **PARTIAL DESTRUCTION OF PREMISES.** Partial destruction of the demised premises shall not render this Lease void or voidable, nor terminate it except as specifically provided in this Lease. If the demised premises are partially destroyed during the term of this Lease, Lessor shall repair them within forty-five (45) days of the partial destruction or as soon thereafter as can be made in conformity with governmental laws and regulations. Written notice of the intention of Lessor to repair shall be given to Lessee within fifteen (15) days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the demised premises by Lessee. If the repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this Lease in effect with a proportional rent rebate to Lessee as provided for in this Lease. If the repairs cannot be made in sixty (60) days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.
11. **RIGHT OF ENTRY.** Lessor reserves the right to enter the demised premises at reasonable

times to inspect the demised premises, perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the demised premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the demised premises, or loss of occupation of the demised premises.

12. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE.

- A. Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the demised premises without the prior, express, and written consent of Lessor.
- B. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of Lessor, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the demised premises and remove them at the expense of Lessee.

13. BUSINESS SALE SIGNS. Lessee shall not conduct "Going out of Business," "Lost Our Lease," "Bankruptcy," or other sales of similar nature on the demised premises without the prior written consent of Lessor.

14. NONLIABILITY OF LESSOR FOR DAMAGES. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the demised premises during the term of this Lease or any extension of such term. Lessee shall defend and indemnify Lessor from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

15. INSURANCE.

- A. Lessee shall obtain, at its own expense, and maintain at all times during the term of this Lease, and shall require any consultant or contractor entering the Property on its behalf to obtain general liability insurance providing at least one million dollars (\$1,000,000) as a combined single limit (CSL) for property damage and bodily injury and two million dollars (\$2,000,000) aggregate. A certificate of general liability insurance must be provided to the Lessor prior to any use of the demised premises for the uses described in this Lease.
- B. All insurance required by the Lease must include the Lessor, its officers, agents, and employees as an additional insured and contain a waiver of subrogation endorsement.
- C. Lessee agrees to provide no less than thirty (30) days' written notice of cancellation for any material change in coverage.
- D. Lessee agrees to maintain automobile liability insurance in the amount of one million dollars (\$1,000,000) for bodily injury and property damage.
- E. Lessee shall maintain and provide a certificate of coverage to the Lessor of any

- Workers' Compensation and employers' liability insurance as required by Alaska law.
- F. Lessee shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Lease. Unless otherwise provided for in this Lease, Lessee shall maintain such insurance from the execution of this Lease until terminated and the demised premises fully restored.
 - G. All certificates and endorsements for any insurance Lessee is required to provide under this section shall be submitted to Lessor and attached to Exhibit A of this Lease.

16. PROPERTY INSURANCE.

- A. Lessor may elect to obtain property insurance for the leased building protecting its own financial interests. Lessee shall not be named or added as a co-insured on such policy nor provided any coverage.
- B. All property belonging to Lessee or others that is in, on or adjacent to the leased premises shall be there at the risk of the Lessee or of such other person only. Lessor and its officers and employees shall not be liable for any loss or damage to such property.

17. ASSIGNMENT, SUBLEASE OR LICENSE.

- A. Lessee shall not assign or sublease the demised premises, or any right or privilege connected with the demised premises, or allows any other person except agents and employees of Lessee to occupy the demised premises or any part of the demised premises without first obtaining the written consent of Lessor. Consent by Lessor shall not be consent to a subsequent assignment, sublease, or occupation by other persons.
- B. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate this Lease at the option of Lessor.
- C. The interest of Lessee in this Lease is not assignable by operation of law without the prior written consent of Lessor.

18. BREACH. The failure of Lessee to comply with each term and condition of this Lease, the appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, or any action taken or allowed to be taken by Lessee under any bankruptcy act, shall constitute a breach of this Lease. Lessee shall have ten (10) days following receipt of written notice from Lessor of any breach to correct the conditions specified in the notice. If the corrections cannot be made within the ten (10) day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessee within ten (10) days after receipt of the notice and Lessee takes steps to correct the default as soon as reasonably practicable.

19. REMEDIES OF LESSOR FOR BREACH BY LESSEE. No right or remedy conferred by this Lease is intended to be exclusive of any other right or remedy provided by this Lease or by law. In addition to other rights and remedies provided by law, Lessor shall have the following remedies in the event Lessee breaches this Lease and fails to make corrections.

- A. Lessor may reenter the demised premises immediately and remove the property and personnel of Lessee, store the property in a public warehouse or at a place selected by

- Lessor, at the expense of Lessee.
- B. Upon reentry, Lessor may terminate this Lease on giving thirty (30) days' written notice of termination to Lessee. Without such notice, reentry will not terminate this Lease. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including, but not limited to, the cost of recovering the demised premises and the balance of the rent payments remaining due and unpaid under this Lease.
 - C. After reentry, Lessor may re-let the demised premises or any part of the demised premises to a new lessee for any term at such rent and on such terms as Lessor may choose. Lessor may make all reasonable alterations and repairs to the demised premises at Lessee's expense. The duties and liabilities of the parties if the demised premises are re-let shall be as follows:
 - 1. In addition to Lessee's liability to Lessor for breach of this Lease, Lessee shall be liable for all expenses of the re-letting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease and the rent installments that were due for the same period under this Lease.
 - 2. Lessor, at its option, shall have the right to apply the rent received from re-letting the premises (a) to reduce Lessee's indebtedness to Lessor under this Lease, not including indebtedness for rent, (b) to expenses of the re-letting and alterations and repairs made, (c) to rent due under this Lease, or (d) to payment of future rent under this Lease as it becomes due.
 - 3. If the new lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new lessee have been otherwise applied by Lessor as provided for in this section, and during any rent installment period, are less than the rent payable for the corresponding installment period under this Lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may, at any time after such re-letting, terminate this Lease for the breach on which Lessor based the reentry and re-let the demised premises.
 - D. After reentry, Lessor may procure the appointment of a receiver to take possession and rents and profits of the business of Lessee. If necessary to collect the rents and profits, the receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee, including inventory, trade fixtures, and furnishings and use them in the business without compensating Lessee.

20. ATTORNEY FEES. If Lessor files an action to enforce any provision or term of this Lease, or for breach of any covenant or condition, Lessee shall pay Lessor all attorney's fees and costs reasonably incurred by Lessor to enforce this Lease.

21. INDEMNITY

Lessee shall defend, Indemnify and hold harmless Lessor, Including its elected and appointed officials, officers, employees, legal representatives, consultants, agents, and assigns from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, or otherwise), actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement, and

reasonable attorney's fees), charges, forfeitures, liens, and liabilities or losses of any nature or kind whatsoever, including, but not limited to, personal injury, property damage and wrongful death (collectively "claims"), arising or resulting directly or indirectly from (1) a breach of this Agreement by Lessee; (2) a misrepresentation by Lessee; (3) an act, negligent or intentional, or error, or omission of Lessee; or (4) Lessee's operations or use of the Dock or the Facilities; except to the extent that any portion of any such claim arises from an act or omission of the Lessor or arises from a structural defect in the Dock. For purposes of this section, "Lessee" shall include Lessee's officers, employees, agents, contractors, subcontractors, invitees, customers, or assigns, and their respective employees, agents, contractors, or subcontractors directly responsible to Lessee for any activity or services rendered on the demised premises. All the foregoing rights to indemnification shall survive the expiration, abandonment, termination, or early termination of this Lease.

22. CONDEMNATION

Eminent domain proceedings resulting in the condemnation of a part of the demised premises, but leaving the remaining premises usable by Lessee for the purposes of its business, will not terminate this Lease unless Lessor or Lessee, at its option, terminates this Lease by giving written notice of termination to the non-terminating party within 30 days of receiving notice of commencement of the eminent domain action. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate this Lease as to the portion of the demised premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the demised premises has been reduced for the business purposes of Lessee. Lessee assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation.

23. LEASE NOT RENEWABLE

Lessee acknowledges this is the last renewal option under the original Lease Agreement signed in 2011. If Lessee desires to continue leasing the Premises, Lessee shall provide Lessor with written notice of request to enter into a new Lease Agreement at least one hundred eighty (180) days prior to the expiration of this Lease Agreement. Any new Lease Agreement shall be in accordance with the provisions of Bethel Municipal Code, section 4.08.030. There shall be no holdover period. At the expiration of this Lease Agreement, if no new Agreement has been reached, Lessee shall peaceably and quietly leave, surrender and yield up to Lessor all the Leased Premises on the last day of the term of the Lease Agreement subject to the provisions set out in Section 9 of this Agreement.

24. WAIVER

The waiver by either party by default in the performance of any term or provision of this Agreement will not be construed as a waiver of any subsequent default in the performance of any term or provision of this Agreement.

25. GOVERNING LAW

It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Alaska and the City of Bethel.

26. VENUE

The venue for any action brought to enforce this Lease shall be brought in the Superior Court for the Fourth Judicial District of the State of Alaska located at Bethel, Alaska or other state superior court as agreed to by the parties, or, if federal jurisdiction applies, in the United States District Court for the District of Alaska, located in Anchorage, Alaska.

27. ENTIRE AGREEMENT

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

28. MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

29. SEVERABILITY

If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected portion shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

30. UNDERSTANDING OF THE PARTIES

This Lease has been jointly negotiated and drafted by the parties and both parties have had the ability and opportunity to consult with legal counsel prior to execution of this Lease. In the event of a dispute arising out of this Lease, the terms of the Lease shall not be construed for or against either party. Each party states that they fully understand the same and signs this Lease as their own free act without any duress.

31. COUNTERPARTS

This Lease may be executed in counterparts, each of which shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

32. NOTICES

- A. All notices, demands, or other writings that this Lease requires to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor
 City of Bethel
 Attn: City Manager
 PO Box 1388
 Bethel AK 99559-1388

To Lessee
 Alaska Marine Lines
 Attn: President
 PO Box 24348
 Seattle WA 98124-4348

With a Copy to:
City of Bethel
Attn: City Attorney
PO Box 1388
Bethel AK 99559-1388
Fax (907) 543-2936

- B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above-provided may be changed by written notice given by such party as above-provided.

33. BINDING EFFECT

This lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

34. TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this Lease.

35. PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

36. AUTHORITY

By signing this Lease, the undersigned represent that they are authorized to execute this Lease and bind the parties and their respective officers, directors, employees, agents, heirs, successors and assigns hereto, and that they have not assigned any claim covered by this release.

37. EFFECTIVE DATES

This Lease shall take effect on the date of both parties have executed this Lease. In the event the Lease is executed in counterparts, the Effective Date shall be the date upon which the final party to this Lease signs below.

In witness whereof, each party to this Lease has caused it to be executed on the date below.

LESSOR:
CITY OF BETHEL



By: Ann K. Capela
City Manager

Date: 01/13/16

LESSEE
ALASKA MARINE LINES



By: Michael Clevenger
Vice President of Operations

Date: 01/19/16

**Exhibit A to the
City of Bethel Port Facilities
Renewal Lease Agreement**

Certificate of Insurance

The certificate of insurance required by Lessee pursuant to Section 16 of the Lease Agreement shall be attached hereto.

MUNICIPAL DOCK FUND SUMMARY

	FY 16 Actuals	FY 17 Actuals	FY 18 Pre Audit Actuals	FY 19 Budget	FY 19 Mid Year Actuals	FY 20 Proposed Budget
Total Revenues:						
Total Operating Revenues:						
Dock Administration						
Municipal Dock Operations	991,493	1,181,167	921,803	704,000	877,523	749,500
Small Boat Harbor	158,247	237,599	253,701	273,500	149,215	271,500
Seawall Ops						
Petro Port Ops						
TOTAL OPERATING REVENUES:	1,149,740	1,418,766	1,175,504	977,500	1,026,738	1,021,000
Total Operating Expenses:						
Dock Administration						
Municipal Dock Operations	668,441	449,157	1,211,791	618,303	229,546	631,914
Small Boat Harbor	146,495	120,996	152,086	195,808	90,048	199,918
Seawall Ops						
Petro Port Ops						
TOTAL OPERATING EXPENSES:	814,936	570,153	1,363,877	814,111	319,594	831,833
TOTAL OPERATING INCOME	334,804	848,613	(188,373)	163,389	707,144	189,167
TOTAL PROJECT EXPENSES:	136,714	135,102	69,848	72,000	55,020	185,000
Net Before Depreciation:	198,090	713,511	(258,221)	91,389	652,124	4,167
Depreciation & Amortization Expenses:						
TOTAL DEPRECIATION & AMORT. EXPENSES	(727,560)	(603,173)	(796,372)	(723,000)		(709,035)
NET FUND INCOME (LOSS)	(529,470)	110,338	(1,054,593)	(631,611)	652,124	(704,868)
Total Capital Expenses	25,063	303,777	-	110,000		35,000
Total Transfers Out	300,000	1,045,322		50,000		50,000
Total Non Operating Expenditures	325,063	1,349,099		160,000		85,000
Change in Fund Balance	(854,533)	(1,238,761)		(791,611)		(789,868)

NET ASSETS						
Designated						
Undesignated						
Total Net Assets (less Investments in Capital Assets)						

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MUNICIPAL DOCK 52-50

			FY 2019 Budget	FY 2020 Proposed Budget
PERSONNEL				
MIII	27401	Port Director 95% w/ 5% to SBH	77,250	77,250
R4	27102	Administrative Assistant @ \$22.10 (67% w/ 33% to SBH)	32,338	32,338
R4	27103	City Dock Attendant (90% w/ 10% to SBH)	47,716	47,716
	27903	Port Attendant (5 months @ 16.25/hr)		
	27904	Port Attendant (5 months @ 16.25/hr)		
	27905	Port Attendant (5 months @ 16.25/hr)		
	27906	Port Attendant (5 months @ 16.25/hr)		
	27907	Port Attendant (5 months @ 16.25/hr)		
		Wages	157,304	157,304
R5	27901	Part-time Welder/Mechanic (160 hours @ \$25.00/hr)	4,000	4,000
	27902	Seasonal City Dock Attendant - 6 mo (1,040 hrs) @ \$18.00 @ 90% MD 10% SBH	16,848	16,848
		Overtime	-	
		Subtotal	20,848	20,848
		Total Wages	178,152	178,152
		Leave Cashout/Payout 8% of Union FTE Base Wages	7,865	12,584
		Social Security (6.2% of Temp Wages)	1,293	1,293
		Medicare @ 1.45% of Total Wages	2,583	2,583
		Unemployment Ins @ 2.23% of Wages (W/ \$39,800 cap)	2,496	2,237
		Employee Group Health Benefit	55,974	61,292
		Workers' Compensation @ 4.2258/\$100 of Total Wages	7,528	7,126
		PERS @ 22% of FTE Wages	39,193	34,607
		Utility Benefit @ \$380/mo/FTE @ 2.52	11,491	11,491
		BENEFITS & TAXES	128,424	133,213
		TOTAL PERSONNEL	306,576	311,365
		<i>Revisions to Personnel Budget</i>		
		TOTAL PERSONNEL	306,576	311,365

Small Boat Harbor (52-55)

			FY19 Budget	FY20 Proposed Budget
PERSONNEL				
MIII	27401	Port Director @ 5% w/ 95% to Muni Dock	5,299	5,299
R4	27102	Administrative Assistant @ \$22.10 (33% w/ 67% to Muni Dock)	15,928	15,928
R4	27103	City Dock Attendant - 6 mo @ \$18 (10% SBH w/ 90% to Muni Dock)	5,302	5,302
		Subtotal	26,529	26,529
	27902	Seasonal City Dock Attendant - 6 mo (1,040 hrs) @ \$18.00 @ 10% SBH 90% MD	1,872	1,872
	27903	Port Attendant - 5 mo (867 hrs) @ 16.25/hr	14,088	14,088
	27904	Port Attendant - 5 mo (867 hrs) @ 16.25/hr	14,088	14,088
	27905	Port Attendant - 5 mo (867 hrs) @ 16.25/hr	14,088	14,088
	27906	Port Attendant - 5 mo (867 hrs) @ 16.25/hr	14,088	14,088
	27907	Port Attendant - 5 mo (867 hrs) @ 16.25/hr	14,088	14,088
		Subtotal Part-time Wages	72,312	72,312
		Overtime	3,000	3,000
		Annual Increase		663
		Subtotal	3,000	3,663
		Total Wages	101,841	102,504
		Leave Cashout/Payout 8% of Union FTE Base Wages	1,326	2,122
		Social Security @ 6.2% of PT Wages	4,483	4,483
		Medicare @ 1.45% of Total Wages	1,477	1,486
		Unemployment Ins @ 2.23% of Wages (W/ \$39,800 cap)	2,271	2,650
		Employee Group Health Benefit	10,662	11,675
		Workers' Compensation @ 4.2258/\$100 of Total Wages	4,304	4,100
		PERS 22% of FTE Wages	22,405	6,642
		Utility Benefit @ \$380/mo/FTE @ .48	2,189	2,189
		BENEFITS & TAXES	49,117	35,348
		TOTAL PERSONNEL	150,958	137,852