



# City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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**Regular City Council Meeting**

**Tuesday, October 10, 2017**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



# City Council Meeting Agenda

## Regularly Scheduled Meeting

### October 10, 2017 – 6:30 pm

#### City Hall 300 State Highway, Bethel, AK

#### City of Bethel Council Chambers

Rick Robb  
Mayor  
Term Expires 2017  
[rrobb@cityofbethel.net](mailto:rrobb@cityofbethel.net)

Fred Watson  
Vice-Mayor  
Term Expires 2018  
[fwatson@cityofbethel.net](mailto:fwatson@cityofbethel.net)

Leif Albertson  
Council Member  
Term Expires 2017  
[labertson@cityofbethel.net](mailto:labertson@cityofbethel.net)

Alisha Welch  
Council Member  
Term Expires 2017  
[arwelch@cityofbethel.net](mailto:arwelch@cityofbethel.net)

Mark Springer  
Council Member  
Term Expires 2017  
[msprigner@cityofbethel.net](mailto:msprigner@cityofbethel.net)

Naim Shabani  
Council Member  
Term Expires 2017  
[nshabani@cityofbethel.net](mailto:nshabani@cityofbethel.net)

Michael Shantz  
Council Member  
Term Expires 2017  
[mshantz@cityofbethel.net](mailto:mshantz@cityofbethel.net)

Pete Williams  
Acting City Manager  
543-2047  
[pwilliams@cityofbethel.net](mailto:pwilliams@cityofbethel.net)

Lori Strickler  
City Clerk  
543-1384  
[lstrickler@cityofbethel.net](mailto:lstrickler@cityofbethel.net)

Patty Burley  
City Attorney

- 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) \*9-26-2017 Regular Meeting p.5
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. SPECIAL ORDER OF BUSINESS**
  - A) Review Canvass Board Certificate Of Election, October 5, 2017 (Mayor Robb) [Not Available Until After The Canvass Board October 5, 2017]
  - B) Resolution 17-18: Certifying The Results Of The City Of Bethel, Regular Municipal Election Held October 3, 2017 (Mayor Robb) [Not Available Until After The Canvass Board October 5, 2017]
  - C) Oath Administered To Newly Elected Council Members (Mayor Robb)
- IX. UNFINISHED BUSINESS**
  - a) Public Hearing of Ordinance 17-44: Authorizing The Acquisition And Disposal Of Property To Yuut Elitnaurviat Pursuant To BMC 4.08.030(B): Reacquire Land From Yuut Elitnaurviat And Re-Dispose Of Property To Yuut Elitnaurviat (City Manager Williams) p.37
- X. NEW BUSINESS**
  - a) \*Introduction of Ordinance 17-45: Amending Fees And Charges Related To Planning Services For Tall Towers (City Manager Williams) p.62
  - b) \*AM 17-61: Appointment of Alyssa Gustafson to the Public Works Committee (Mayor Robb) p.63
  - c) \*AM 17-62: Reappointment of Committee and Commission Members- Brian Lefferts/Park, Recreation, Aquatic, Health and Safety Center Committee- Richard Pope/Port Commission (Mayor Robb) p.64
  - d) \*AM 17-63: Appointment of Monroe Tyler to the Public Safety and Transportation Commission (Mayor Robb) p.65
  - e) AM 17-64: Direct Administration To Sign The Obligating Award Document To Accept \$126,055 In Funding From Alaska Division Of Homeland Security And Emergency Management For The Purchase Of GIS Mapping Services, Repeaters For Radios, And Two ALERRT Active Shooter Training Courses (City Manager Williams) p.66

Agenda posted on October 4, 2017, at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

(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 October 24, 2017**.

The Council may, after 12:00am, and only by a unanimous consent vote to Fix the Time to Which To Adjourn for the following day at 6:30 p.m.



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
October 10, 2017 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- XI. MAYOR'S REPORT**
- XII. MANAGER'S REPORTS**
- XIII. CLERK'S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**
- XV. EXECUTIVE SESSION**
  - a) In Accordance With AS 44.62.310 C 1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Union Negotiations (City Manager Williams)
  - b) In Accordance With AS 44.62.310 C 1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Court House Leased Property Contract (City Manager Williams)
- XVI. ADJOURNMENT**

Agenda posted on October 4, 2017, at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

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The Council may, after 12:00am, and only by a unanimous consent vote to Fix the Time to Which To Adjourn for the following day at 6:30 p.m.

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# ***Approval of the Meeting Minutes***

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**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on September 26, 2017 at 6:30 p.m., in the council chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 6:30 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

<b>Comprising a quorum of the Council, the following members were present:</b>	
Mayor Rick Robb	Council Member Mark Springer
Vice-Mayor Fred Watson	Council Member Leif Albertson
Council Member Naim Shabani	Council Member Michael Shantz
<b>Members Absent:</b>	
Council Member Alisha Welch	
<b>Also in attendance were the following:</b>	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

**IV. PEOPLE TO BE HEARD**

Dennis Dishion, Representative of Yuut Elitnaurviat, asked the Council to support the transfer of the property, Yuut Elitnaurviat is located on, back to the City then back to Yuut Elitnaurviat in the form of a lease with an option to purchase the property in three years.

David E. Trantham Jr., Presented the Council with sealed envelopes, each of which contained a letter of the alphabet. Stated he has lived in Bethel for a very long time and has served on City Council for five terms. During his time in Bethel he has been challenged many times.

Mary Nanuwak, Provided the Council with statements of concern related to the wording of agenda items and lack of communication. Wished the council members who are seeking another term, the best of luck.

## V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

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<b>Main Motion:</b>	Approve the Consent and Regular Agenda.
Moved by:	Springer
Seconded by:	Shabani
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Shantz
Opposed:	-0

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<b>Removal from the Consent:</b>	Removal of Resolution 17-17 from the consent agenda
Moved by:	Springer

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<b>Removal from the Consent:</b>	Removal of Introduction of Ordinance 17-44 from the consent agenda.
Moved by:	Robb

## VI. APPROVAL OF THE MEETING MINUTES

**Item A** – 9-12-2017 Regular Meeting Minutes.  
*Passed on the Consent Agenda*

## VII. REPORTS OF STANDING COMMITTEES

### **Public Safety and Transportation Commission**

A meeting has not been held since the last City Council Meeting.

### **Port Commission**

Nothing to report.

### **Planning Commission**

The Commission met to review the planning departments report.

### **Parks, Recreation, Aquatic Health and Safety Center Committee**

A special meeting was held to discuss the locations of the Kasayuli Park.

### **Finance Committee**

A meeting has not been held since the last City Council Meeting

**Energy Committee**

The Energy Committee is reviewing the long-term sites for the AVEC wind turbine.

**Public Works Committee**

Nothing to report.

**VIII. SPECIAL ORDER OF BUSINESS**

**Item A** –Health Fitness Monthly Report On The YK Fitness Center.

**IX. UNFINISHED BUSINESS**

**Item A** – Public Hearing Of Ordinance 17-42: An Ordinance By The Bethel City Council Amending Fees And Charges Related To Electronic Records For The City Of Bethel.

*Mayor Robb opened the Public Hearing.  
No one present to be heard.  
Mayor Robb closed the Public Hearing.*

**Main Motion:** Adopt Ordinance 17-42.

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Moved by:	Springer
Seconded by:	Shantz
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Shantz
Opposed:	-0

**Item B** – Public Hearing Of Ordinance 17-43: Amending The Bethel Municipal Code Section 4.04.020 Budget Estimate-Preparation.

*Mayor Robb opened the Public Hearing.*

*David E. Trantham Jr., as a member of the Finance Committee but not representing the Finance Committee, provided some statements supporting the legislation.*

*Mary Nanuwak, suggested the Council always account for inflation in their annual budget.*

*Mayor Robb closed the Public Hearing.*

**Main Motion:** Adopt Ordinance 17-43.

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Moved by:	Shantz
Seconded by:	Shabani
Action:	Motion carries by a vote of 4-2
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Shantz

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Opposed:  Springer  Albertson

Amend to read with new language in brackets:

4.04.020 [Operating] Budget estimate – Preparation.

The city manager shall prepare and submit to the council, not later than April first (1st) of each year, ~~the complete~~ [an] annual [operating] budget estimate for the following fiscal year, and a budget message. The [operating] budget submitted by the city manager must be balanced, as defined in this section as current year expenditures covered by current year revenues. The [operating] budget estimate shall cover and appropriate for all expenditures of money, including contract and other commitments, except appropriations for expenditures from bond construction funds and special assessment construction funds. The council may amend the budget estimate at any time prior to adoption.

**Primary Amendment:**

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Moved by: Springer  
Seconded by: Albertson  
Action: Motion carries by a vote of 4-2  
In favor:  Albertson  Watson  Springer  Shabani  
Opposed:  Robb  Shantz

**Item C – Public Hearing of Budget Ordinance 17-28 (b): Amending The Adopted Annual FY 2018 Budget-Increase in Gravel for Street Repairs.**

*Mayor Robb opened the Public Hearing.*

*No one present to be heard.*

*Mayor Robb closed the Public Hearing.*

**Main Motion:** Adopt Budget Ordinance 17-28 (b).

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Moved by: Springer  
Seconded by: Shantz  
Action: Motion carries by a vote of 6-0  
In favor:  Robb  Albertson  Watson  Springer  Shabani  Shantz  
Opposed: -0

**Item D – Public Hearing of Budget Ordinance 17-28 (c): Amending The Adopted Annual FY 2018 Budget-Changes in line Items to YK H&F Center and Water/Sewer Utility Fund.**

*Mayor Robb opened the Public Hearing.*

*No one present to be heard.*

*Mayor Robb closed the Public Hearing.*

**Main Motion:** Adopt Budget Ordinance 17-28 (c).

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Moved by: Springer  
Seconded by: Albertson  
Action: Motion carries by a vote of 6-0  
In favor:  Robb  Albertson  Watson  Springer  Shabani  Shantz  
Opposed: -0

**X. NEW BUSINESS**

**Item A** – Introduction of Ordinance 17-44: Authorizing The Acquisition And Disposal Of Property To Yuut Elitnaurviat Pursuant To BMC 4.08.030(B): Reacquire Land From Yuut Elitnaurviat And Re-Dispose Of Property To Yuut Elitnaurviat.

<b>Main Motion:</b>	Introduce Ordinance 17-44.
Moved by:	Springer
Seconded by:	Shantz
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Shantz
Opposed:	-0

*Council recessed for five minutes.*

**Item B** – Resolution 17-17: Opposing The Implementation Of A State Sales Tax.

<b>Main Motion:</b>	Adopt Resolution 17-17.
Moved by:	Springer
Seconded by:	Shantz
Action:	Motion carries by a vote of 5-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Shantz
Opposed:	<input checked="" type="checkbox"/> Albertson

**Item C** – AM 17-60: Approving Administrative Leave And Travel Request For City Attorney To Attend AMAA.

*Passed on the consent agenda.*

**Item D** – IM 17-05: Problem Of City Water And Sewer Trucks Meeting DOT & PF Weight Requirements And Prospective Solutions.

**Item E** – Leave Request- City Attorney- Nov. 30 to Dec. 20, 2017

*Passed on the consent agenda.*

**Item F** – Leave Request- City Clerk- Jan. 18 to Feb. 2, 2018

*Passed on the consent agenda.*

**Item G** – Leave Request- City Manager- Oct. 9-11 and Nov. 13-15

*Passed on the consent agenda.*

**XI. MAYOR’S REPORT**

**XII. MANAGER’S REPORT**  
**XIII. CLERK’S REPORT**  
**XIV. COUNCIL MEMBER COMMENTS**

Mayor Richard Robb –  
Provided condolences to Billy McCann’s family.  
Thanked his fellow council members for their work.

Vice-Mayor Fred Watson –  
Wished all of the Council Members the best of luck in the election. Thanked Mike Shantz for his service.

Council Member Leif Albertson –  
Reminded the public it is getting dark outside, be cautious of the pedestrians on the roadway.

Council Member Mark Springer –  
Thanked Mike Shantz for his service.  
Provided condolences to Billy McCann’s family.  
Provided condolences to Desa Jacobsson’s family.  
Welcomed the delegates to the AVCP Convention this week.

Council Member Naim Shabani –  
No comment.

Council Member Michael Shantz–  
Thanked the Council and Administration for the hard work. Hoped that the voter turnout on the 3<sup>rd</sup> will be good. Wished the best of luck to everyone that is running.

**XV. EXECUTIVE SESSION**

**Item A–** In Accordance With AS 44.62.310 C 1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Union Negotiations.

**Item B–** In Accordance With AS 44.62.310 C 1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Court House Leased Property Contract.

**Main Motion:** Move into Executive Session- Item A- In Accordance With AS 44.62.310 C 1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon

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The Finances Of The Public Entity- Union Negotiations. Those attending Item "A" were: City Manager Williams, City Attorney Burley, and City Clerk Strickler. Item B- In Accordance With AS 44.62.310 C 1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Court House Leased Property Contract. Those attending Item "B" were: City Manager Williams, City Attorney Burley, and City Clerk Strickler.

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Moved by:	Springer
Seconded by:	Albertson
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Shantz
Opposed:	-0

## XVI. ADJOURNMENT

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**Main Motion:** Adjournment.

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Moved by:	Springer
Seconded by:	Shabani
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Shantz
Opposed:	-0

*Council adjourned at 9:45p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

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# ***Reports of Standing Committees***

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# City of Bethel, Alaska

## Parks, Recreation, Aquatic, Health & Safety Center Committee

Regular Meeting **October 9, 2017 – 6:00pm** 300 State Highway, City Hall

Michelle DeWitt  
*Committee Chair*  
Term Expires 12/2017

Judy Wasierski  
*Committee Co Chair*  
Term Expires 12/2018

Kathy Hanson  
*Committee Member*  
Term Expires 12/2018

Barbara Mosier  
*Committee Member*  
Term Expires 12/2018

Beverly Hoffman  
*Committee Member*  
Term Expires 12/2018

Brian Lefferts  
*Committee Member*  
Term Expires 12/2017

Kathryn Baldwin  
*Alternate Committee Member*  
Term Expires 12/2017

Justin Wintersteen  
*Alternate Committee Member*  
Term Expires 12/2019

Fred Watson  
*Council Rep.*  
Term Expires 10/2017

Stacey Reardon  
*YK Fitness Facility Director*

Grant Kemp  
*Committee Recorder*  
GK

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON:**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF THE MINUTES:**  
September 11, 2017- regular meeting
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
  - A. Introduction of new committee recorder
  - B. Individual to provide report to October 10 City Council meeting
  - C. Unresolved Recommendations and Action Memorandums
  - D. Privatizing Recreational Services- Calendar/Budget Discussion
  - E. Kasayuli Park Development
  - F. Pinky’s Park
  - G. Owl Park
- VIII. Parks and Recreation Department Report**
  - F. Balance on dedicated Pool Fund
  - G. Sub Committee Reports: Water Temp, Marketing, Physical Facility
  - H. Arts at the YK Fitness Center
  - K. Maintenance Schedules and Checklist at YKFC
  - L. Repair and Replacement Fund Development for YKFC
  - M. YKFC (Yukon Kuskokwim Fitness Center) PFD Sale.
  - N. Pool Maintenance Equipment
- IX. YK Fitness Facility Director Report- Stacey Reardon**
- X. NEW BUSINESS:**
- XI. MEMBER COMMENTS:**
- XII. ADJOURNMENT:**

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**City of Bethel, Alaska****Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes**

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September 11, 2017

Regular Meeting

Bethel, Alaska

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**I. CALL TO ORDER**

The meeting was called to order by Michelle DeWitt at 6:03pm.

**II. ROLL CALL**

Comprising a quorum, the following members were present: Michelle DeWitt, Judy Wasierski, Barbara Mosier, Kathy Hanson, Brian Lefferts, and Fred Watson

Excused absent (s): Beverly Hoffman and Justin Wintersteen

Also in attendance were the following:  
Committee Recorder, Pauline Boratko  
YK Fitness Center Director, Stacey Reardon

**III. PEOPLE TO BE HEARD:****IV. APPROVAL OF AGENDA**

MOVED BY:	Judy Wasierski	Motion to approve the agenda
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION:	Unanimously approved	

**V. APPROVAL OF THE MINUTES:**

MOVED BY:	Brian Lefferts	Motion to approve the regular minutes for August 14, 2017
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION:	Unanimously approved	

**VI. SPECIAL ORDER OF BUSINESS:****VII. UNFINISHED BUSINESS:**

- a. Individual to provide report to September 12 City Council meeting: Kathy Hanson volunteered to give the report.
- b. Unresolved Recommendations and Action Memorandums: The operations plan recommendation to city council has been approved.
- c. Privatizing Recreational Services-Calendar/Budget Discussion: Committee discussed the option of privatizing recreational services.
- d. Kasayuli Park Development: The committee plans on having a community meeting to discuss and choose a location for the park in Kasayuli.
- e. Pinky's Parks: A question was asked about hydro seeding Pinky's Park yet this year where the trees were recently cut down was not Council or Committee approved.

**VIII. Parks and Recreation Department Report:**

- f. Balance on dedicated Pool Fund: a request has been made to see the accounting documents on the dedicated pool fund.
- g. Sub Committee Reports: Water Temp, Marketing, Physical Facility: tabled
- h. Arts at the YK Fitness Center: A few of the artists have looked at the facility. There will be a teleconference with Architects AK Sept 14 for artists.
- i. Mechanical Specialist Inc. (MSI) Contract: tabled
- j. Maintenance Schedules and Checklist: Committee requested a copy of the maintenance schedule and checklist when final draft is completed.
- k. Repair and Replacement Fund Development for YKFC: Committee would like to see actual numbers in order to move forward with the development.
- l. YKFC PFD Sale: The PFD sale will be held though out the month of October. They are working on setting up the option to offer monthly payments for annual membership by credit card.

**IX. YK Fitness Facility Director Report- Stacey Reardon:** Stacey Reardon presented her report. She informed that linoleum will need to be replaced under the treadmills due to ware of the treadmill movement. Stacey added that there was a swim meet that went well, and discussed about another swim meet in the future.

**X. New Business:**

**XI. MEMBER COMMENTS:**

- M. Dewitt- no comment.
- J. Wasierski- I won't be here for the October and November meetings.
- K. Hanson- no comment
- B. Mosier- I am excited for the Kasayuli Park meeting.
- B. Lefferts- no comment.
- F. Watson- I am curious on which way the recreation services will go.
- J. Wintersteen- no comment.

**XII. ADJOURNMENT**

MOVED BY:	Barbara Mosier	Motion to adjourn the meeting at 7:30pm
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION:	Unanimously approved	

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Pauline Boratko, Committee Recorder

\_\_\_\_\_  
Michelle DeWitt, Chair

Parks & Recreation (10-71)		FY 2009 Actuals	FY 2010 Actuals	FY 2011 Actuals	FY 2012 Approved Budget	FY 2012 Revised Budget	FY 2013 Approved Budget
<b>PERSONNEL:</b>							
	Salaries, Benefits & Taxes minus EGHB	295,680	306,474	281,013	312,669	312,669	320,069
	Overtime	6,169	6,309	19,375	6,000	6,000	6,000
	Employee Group Health Benefits	29,606	31,976	52,704	60,000	60,000	57,600
	<b>Total Personnel</b>	<b>331,455</b>	<b>344,759</b>	<b>353,092</b>	<b>378,669</b>	<b>378,669</b>	<b>383,669</b>
521	4H PROGRAM REIMB.	45,000	61,039	49,711	70,600	70,600	70,600
	<b>Subtotal</b>	<b>376,455</b>	<b>405,798</b>	<b>402,803</b>	<b>449,269</b>	<b>449,269</b>	<b>454,269</b>
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>							
545	Training/Travel	3,878	6,735	1,814	4,000	4,000	4,000
561	Supplies	34,235	32,094	31,749	22,000	22,000	22,000
563	Wearing Apparel	15	1,090	-	1,000	1,000	1,000
564	Supplies-Foods Program	158	5,631	110	5,500	5,500	5,500
565	Arbor Day Grant Supplies	500	-	-	550	550	550
567	Items for Resale	22,731	22,363	3,288	15,000	15,000	11,000
569	YKHC Trails Project	-	-	-	-	-	-
570	YKHC Summer Food Prog Supplies	-	-	2,919	2,500	2,500	-
571	SOA-Summer Food Prog Supplies	(326)	381	-	-	-	-
602	Gasoline	5,216	4,534	3,489	4,900	4,900	4,690
621	Electricity (Youth Ctr & Log Cabin)	8,715	10,396	10,902	8,832	8,832	7,900
622	Telephone	3,980	5,009	6,671	6,100	6,100	4,200
623	Heating Fuel (Youth Ctr & Log Cabin)	78,215	34,435	27,190	43,750	43,750	33,500
624	Wtr/Swr/Grb. (Youth Ctr & Log Cabin)	18,864	19,959	22,281	22,284	22,284	22,300
649	Other Professional Fees	1,011	885	-	600	600	600
661	Vehicle Maint/Repair (Int. Svc. Fund 57)	28,275	8,174	6,493	7,361	7,361	7,494
664	IT Services (Internal Service Fund)	15,675	13,710	15,112	-	-	-
665	City Safety	-	-	1,021	-	-	-
666	LWFC Pinkey's Park	1,000	-	1,000	1,000	1,000	1,000
668	Park Maintenance	23,964	11,874	15,536	16,000	16,000	17,500
669	Other Purchased Services	3,867	1,874	4,122	2,000	2,000	2,000
680	Youth Center-Theft & Vandalism	2,059	-	-	-	-	2,000
683	Minor Equipment	11,249	16,769	17,622	12,000	12,000	12,000
686	Bike Safety Grant	691	2,056	-	-	-	-
721	Insurance	16,085	14,892	10,583	11,727	11,727	9,400
722	Insurance - Ded Exp & Other	-	-	-	-	-	-
724	Dues/Subscriptions	1,892	1,060	514	1,000	1,000	1,000
727	Advertising	250	-	-	500	500	500
733	Postage	-	32	307	300	300	300
799	Miscellaneous Expenses	656	129	559	200	200	200
	<b>Total MS&amp;S</b>	<b>282,855</b>	<b>214,082</b>	<b>183,282</b>	<b>189,104</b>	<b>189,104</b>	<b>170,634</b>
	<b>Total Operating Expenditures</b>	<b>659,310</b>	<b>619,881</b>	<b>586,085</b>	<b>638,373</b>	<b>638,373</b>	<b>624,902</b>
<b>PROJECT EXPENDITURES (10-71-77X)</b>							
	<b>Total Project Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL EXPENDITURES (10-71-69X)</b>							
692	Youth Center Floor Replacement	-	-	15,069	-	-	-
694	City Park Development	-	-	-	-	30,000	-
691	Bethel Youth Center Repairs / Upgrades	-	-	-	50,000	50,000	50,000
	<b>Total Capital Expenditures</b>	<b>-</b>	<b>-</b>	<b>15,069</b>	<b>50,000</b>	<b>80,000</b>	<b>50,000</b>
	<b>Total Operating, Debt, Projects &amp; Capital</b>	<b>659,310</b>	<b>619,881</b>	<b>601,154</b>	<b>688,373</b>	<b>718,373</b>	<b>674,902</b>

## PARKS AND RECREATION 10-71

			FY 2012 Budget	FY 2013 Budget
<b>PERSONNEL:</b>				
R3	18101	Parks and Recreation Specialist	50,692	54,532
R2	18102	Food Program Aide	39,715	43,628
R1	18103	Program Aide	34,049	33,236
R2	18104	Recreation Aide/Park Maint. Worker	30,253	32,560
R1	18201	Part-Time Program Aide Assistant (20 hrs/week @ \$14.85/hr)	16,814	15,827
R1	18901	Park Maintenance Worker (May 15 - October 14, 20 wks @ 17.32/hr)	13,856	13,856
R1	18902	Temp. Recreation Aide (May 15 - October 14, 20 wks @ 14.85/hr)	11,880	11,880
<b>SALARIES</b>			197,259	205,519
	18401	Parks and Recreation Director	17,000	18,000
4H Program Reimbursement - City's contribution to Director's salary/benefits			52,000	70,600
Annual Increases			7,882	-
Overtime			6,000	6,000
<b>Subtotal</b>			13,882	6,000
Longevity Bonuses			750	-
Leave Cashout/Payout (8% of Base Salary)			17,152	14,383
Social Security (6.2% of Temp Salary)			859	859
Medicare (1.45% of Salary)			3,308	3,328
Employee Group Benefits (\$1,200 per month x 12 months x 4 FTE)			60,000	57,600
Unemployment (0.80% of Salary)			1,825	1,836
Workers' Compensation			13,584	10,700
PERS On Behalf Of Allocation			-	12,310
PERS (22.00% of Salary)			40,789	40,872
Utility Benefit (\$305 per month x 12 months x 5 FTE x 67%)			12,261	12,261
<b>BENEFITS AND TAXES</b>			150,528	154,150
<b>TOTAL PERSONNEL</b>			430,669	454,269

Note 1:

*Parks & Recreation Director and Part-Time Program Aide positions qualify for Utility Benefit*

<b>Parks &amp; Recreation (10-71)</b>		<b>FY 2010 Actuals</b>	<b>FY 2011 Actuals</b>	<b>FY 2012 Actuals</b>	<b>FY 2013 Approved Budget</b>	<b>FY 2013 Revised Budget</b>	<b>FY 2014 Approved Budget</b>
<b>PERSONNEL:</b>							
	Salaries, Benefits & Taxes minus EGHB	306,474	281,013	297,529	320,069	320,069	335,312
	Overtime	6,309	19,375	3,668	6,000	6,000	6,000
	Employee Group Health Benefits	31,976	52,704	52,006	57,600	57,600	52,800
	<b>Total Personnel</b>	<b>344,759</b>	<b>353,092</b>	<b>353,203</b>	<b>383,669</b>	<b>383,669</b>	<b>394,112</b>
521	4H PROGRAM REIMB.	61,039	49,711	58,667	70,600	70,600	70,600
	<b>Subtotal</b>	<b>405,798</b>	<b>402,803</b>	<b>411,870</b>	<b>454,269</b>	<b>454,269</b>	<b>464,712</b>
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>							
545	Training/Travel	6,735	1,814	7,789	4,000	4,000	7,000
561	Supplies	32,094	31,749	31,599	22,000	22,000	22,000
563	Wearing Apparel	1,090	-	476	1,000	1,000	1,000
564	Supplies-Foods Program	5,631	110	6,455	5,500	5,500	6,000
565	Arbor Day Grant Supplies	-	-	-	550	550	550
567	Items for Resale	22,363	3,288	17,556	11,000	11,000	11,000
569	YKHC Trails Project	-	-	-	-	-	-
570	YKHC Summer Food Prog Supplies	-	2,919	-	-	-	-
571	SOA-Summer Food Prog Supplies	381	-	-	-	-	-
602	Gasoline	4,534	3,489	4,459	4,690	4,690	5,000
621	Electricity (Youth Ctr & Log Cabin)	10,396	10,902	8,473	7,900	7,900	8,863
622	Telephone	5,009	6,671	5,123	4,200	4,200	4,900
623	Heating Fuel (Youth Ctr & Log Cabin)	34,435	27,190	30,993	33,500	33,500	35,000
624	Wtr/Swr/Grb. (Youth Ctr & Log Cabin)	19,959	22,281	22,241	22,300	22,300	22,000
649	Other Professional Fees	885	-	20	600	600	600
661	Vehicle Maint/Repair (Int. Svc. Fund 57)	8,174	6,493	8,753	7,494	7,494	7,572
664	IT Services (Internal Service Fund)	13,710	15,112	-	-	-	-
665	City Safety	-	1,021	-	-	-	-
666	LWFC Pinkey's Park	-	1,000	-	1,000	1,000	1,000
668	Park Maintenance	11,874	15,536	12,563	17,500	17,500	18,000
669	Other Purchased Services	1,874	4,122	7,140	2,000	2,000	2,000
680	Youth Center-Theft & Vandalism	-	-	37	2,000	2,000	2,000
683	Minor Equipment	16,769	17,622	18,595	12,000	12,000	12,000
686	Bike Safety Grant	2,056	-	-	-	-	-
721	Insurance	14,892	10,583	8,976	9,400	9,400	8,500
722	Insurance - Ded Exp & Other	-	-	-	-	-	-
724	Dues/Subscriptions	1,060	514	594	1,000	1,000	1,000
727	Advertising	-	-	1,305	500	500	1,000
733	Postage	32	307	472	300	300	500
799	Miscellaneous Expenses	129	559	207	200	200	200
	<b>Total MS&amp;S</b>	<b>214,082</b>	<b>183,282</b>	<b>193,826</b>	<b>170,634</b>	<b>170,634</b>	<b>177,685</b>
	<b>Total Operating Expenditures</b>	<b>619,881</b>	<b>586,085</b>	<b>605,696</b>	<b>624,902</b>	<b>624,902</b>	<b>642,397</b>
<b>PROJECT EXPENDITURES (10-71-77X)</b>							
	<b>Total Project Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL EXPENDITURES (10-71-69X)</b>							
692	Youth Center Floor Replacement	-	15,069	-	-	-	-
694	City Park Development	-	-	18,512	-	-	-
691	Bethel Youth Center Repairs / Upgrades	-	-	50,000	50,000	50,000	-
	<b>Total Capital Expenditures</b>	<b>-</b>	<b>15,069</b>	<b>68,512</b>	<b>50,000</b>	<b>50,000</b>	<b>-</b>
	<b>Total Operating, Debt, Projects &amp; Capital</b>	<b>619,881</b>	<b>601,154</b>	<b>674,208</b>	<b>674,902</b>	<b>674,902</b>	<b>642,397</b>

## PARKS AND RECREATION 10-71

			FY 2013 Budget	FY 2014 Budget
<b>PERSONNEL:</b>				
R3	18101	Parks and Recreation Specialist	54,532	58,690
R2	18102	Food Program Aide	43,628	35,038
R1	18103	Program Aide	33,236	35,038
R2	18104	Recreation Aide/Park Maint. Worker	32,560	38,690
R1	18201	Part-Time Program Aide Assistant (20 hrs/week @ \$14.85/hr)	15,827	16,224
R1	18901	Temp Park Maintenance Worker (May 15 - October 14, 20 wks @ 17.32/hr)	13,856	13,856
R1	18902	Temp Recreation Aide (May 15 - October 14, 20 wks @ 14.86/hr)	11,880	11,888
		<b>SALARIES</b>	205,519	209,424
	18401	Parks and Recreation Director	18,000	18,000
		4H Program Reimbursement - City's contribution to Director's salary/benefits	70,600	70,600
		Annual Increases	-	-
		Overtime	6,000	6,000
		<b>Subtotal</b>	6,000	6,000
		Leave Cashout/Payout (6.5% of Base Salary)	14,383	11,939
		Social Security (6.2% of Temp Salary)	859	1,596
		Medicare (1.45% of Salary)	3,328	3,385
		Employee Group Benefits (\$1,100 per month x 12 months x 4 FTE)	57,600	52,800
		Unemployment (0.80% of Salary)	1,836	1,867
		Workers' Compensation	10,700	12,800
		PERS On Behalf Of Allocation	12,310	16,271
		PERS (22.00% of Salary)	40,872	41,730
		Utility Benefit (\$305 per month x 12 months x 5 FTE x 67%)	12,261	18,300
		<b>BENEFITS AND TAXES</b>	154,149	160,688
		<b>TOTAL PERSONNEL</b>	454,268	464,712

Parks & Recreation (10-71)		FY 2011 Actuals	FY 2012 Actuals	FY 2013 Actuals	FY 2014 Approved Budget	FY 2014 Revised Budget	FY 2015 Approved Budget
<b>PERSONNEL:</b>							
	Salaries, Benefits & Taxes minus EGHB	281,013	296,651	338,519	335,312	335,312	325,608
	Overtime	19,375	3,668	9,867	6,000	6,000	6,000
	Employee Group Health Benefits	52,704	52,006	38,878	52,800	52,800	52,800
	<b>Total Personnel</b>	<b>353,092</b>	<b>352,325</b>	<b>387,264</b>	<b>394,112</b>	<b>394,112</b>	<b>384,408</b>
521	4H PROGRAM REIMB.	49,711	58,667	30,842	70,600	70,600	54,622
	<b>Subtotal</b>	<b>402,803</b>	<b>410,992</b>	<b>418,106</b>	<b>464,712</b>	<b>464,712</b>	<b>439,030</b>
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>							
545	Training/Travel	1,814	7,789	4,959	7,000	7,000	4,378
561	Supplies	31,749	31,599	40,397	22,000	22,000	18,000
563	Wearing Apparel	-	476	-	1,000	1,000	1,000
564	Supplies-Foods Program	110	6,455	4,622	6,000	6,000	6,000
565	Arbor Day Grant Supplies	-	-	-	550	550	550
567	Items for Resale	3,288	17,556	28,124	11,000	11,000	10,673
569	YKHC Trails Project	-	-	-	-	-	-
570	YKHC Summer Food Prog Supplies	2,919	-	-	-	-	-
571	SOA-Summer Food Prog Supplies	-	-	-	-	-	-
602	Gasoline	3,489	4,459	7,463	5,000	5,000	5,000
621	Electricity (Youth Ctr & Log Cabin)	10,902	8,473	8,429	8,863	8,863	8,420
622	Telephone	6,671	5,123	4,264	4,900	4,900	4,900
623	Heating Fuel (Youth Ctr & Log Cabin)	27,190	30,993	31,514	35,000	35,000	36,750
624	Wtr/Swr/Grb. (Youth Ctr & Log Cabin)	22,281	22,241	22,041	22,000	22,000	22,000
649	Other Professional Fees	-	20	500	600	600	-
661	Vehicle Maint/Repair (Int. Svc. Fund 57)	6,493	8,753	6,420	7,572	7,572	7,221
664	IT Services (Internal Service Fund)	15,112	-	-	-	-	-
665	City Safety	1,021	-	-	-	-	-
666	LWFC Pinkey's Park	1,000	-	990	1,000	1,000	1,000
668	Park Maintenance	15,536	12,563	17,303	18,000	18,000	18,000
669	Other Purchased Services	4,122	7,140	1,955	2,000	2,000	1,000
680	Youth Center-Theft & Vandalism	-	37	-	2,000	2,000	-
683	Minor Equipment	17,622	18,595	9,035	12,000	12,000	10,000
686	Bike Safety Grant	-	-	-	-	-	-
721	Insurance	10,583	8,976	10,050	8,500	8,500	8,500
722	Insurance - Ded Exp & Other	-	-	-	-	-	-
724	Dues/Subscriptions	514	594	459	1,000	1,000	500
727	Advertising	-	1,305	-	1,000	1,000	1,000
733	Postage	307	472	483	500	500	250
775	New Recreational Activities	-	-	-	-	20,000	-
776	4th of July Games and Activities	-	-	1,925	-	-	2,000
799	Miscellaneous Expenses	559	207	120	200	200	200
	<b>Total MS&amp;S</b>	<b>183,282</b>	<b>193,826</b>	<b>201,053</b>	<b>177,685</b>	<b>197,685</b>	<b>167,342</b>
	<b>Total Operating Expenditures</b>	<b>586,085</b>	<b>604,818</b>	<b>619,159</b>	<b>642,397</b>	<b>662,397</b>	<b>606,372</b>
<b>PROJECT EXPENDITURES (10-71-77X)</b>							
	<b>Total Project Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL EXPENDITURES (10-71-69X)</b>							
692	Youth Center Floor Replacement	15,069	-	-	-	-	-
694	City Park Development	-	18,512	9,319	-	-	-
691	Bethel Youth Center Repairs / Upgrades	-	50,000	30,950	-	-	-
	<b>Total Capital Expenditures</b>	<b>15,069</b>	<b>68,512</b>	<b>40,269</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Total Operating, Debt, Projects &amp; Capital</b>	<b>601,154</b>	<b>673,330</b>	<b>659,428</b>	<b>642,397</b>	<b>662,397</b>	<b>606,372</b>

## PARKS AND RECREATION 10-71

			FY 2014 Budget	FY 2015 Budget
<b>PERSONNEL:</b>				
R3	18101	Program Specialist	58,690	39,729
R2	18102	Food Program Aide	35,038	35,038
R1	18103	Program Aide	35,038	35,771
R2	18104	Recreation Aide/Park Maint. Worker	38,690	35,038
R1	18201	Part-Time Program Aide Assistant (20 hrs/week @ \$14.85/hr)	16,224	16,224
R1	18901	Temp Park Maintenance Worker (May 15 - October 14, 20 wks @ 17.32/hr)	13,856	13,856
R1	18902	Temp Recreation Aide (May 15 - October 14, 20 wks @ 14.86/hr)	11,888	11,888
		<b>SALARIES</b>	209,424	187,544
	18401	Parks and Recreation Director	18,000	15,999
		4H Program Reimbursement - City's contribution to Director's salary/benefits	70,600	54,622
		Annual Increases	-	4,689
		Overtime	6,000	6,000
		<b>Subtotal</b>	6,000	10,689
		Leave Cashout/Payout (5% of Base Salary)	11,939	8,090
		Social Security (6.2% of Temp Salary)	1,596	1,596
		Medicare (1.45% of Salary)	3,385	3,106
		Employee Group Benefits (\$1,100 per month x 12 months x 4 FTE)	52,800	52,800
		Unemployment (0.80% of Salary)	1,867	1,714
		Workers' Compensation	12,800	12,800
		PERS On Behalf Of Allocation	16,271	33,822
		PERS (22.00% of Salary)	41,730	37,947
		Utility Benefit (\$305 per month x 12 months x 5 FTE x 67%)	18,300	18,300
		<b>BENEFITS AND TAXES</b>	160,688	170,176
		<b>TOTAL PERSONNEL</b>	464,712	439,030

Parks & Recreation (10-71)		FY 2012 Actuals	FY 2013 Actuals	FY 2014 Actuals	FY 2015 Approved Budget	FY 2015 Revised Budget	FY 2016 Approved Budget
<b>PERSONNEL:</b>							
	Salaries, Benefits & Taxes minus EGHB	296,651	338,519	297,622	325,608	325,608	187,753
	Overtime	3,668	9,867	12,752	6,000	6,000	6,000
	Employee Group Health Benefits	52,006	38,878	58,628	52,800	52,800	33,144
	<b>Total Personnel</b>	352,325	387,264	369,002	384,408	384,408	226,897
521	4H PROGRAM REIMB.	58,667	30,842	44,921	54,622	54,622	-
	<b>Subtotal</b>	410,992	418,106	413,923	439,030	439,030	226,897
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>							
545	Training/Travel	7,789	4,959	9,141	4,378	4,378	3,000
561	Supplies	31,599	40,397	23,073	18,000	18,000	5,000
563	Wearing Apparel	476	-	878	1,000	1,000	600
564	Supplies-Foods Program	6,455	4,622	574	6,000	6,000	-
565	Arbor Day Grant Supplies	-	-	150	550	550	550
567	Items for Resale	17,556	28,124	14,332	10,673	10,673	-
566	Cleanup Greenup Supplies	-	-	913	-	-	120
576	Community Fair Support	-	-	436	-	-	200
570	Scholorship Program - Bing Santamor	-	-	-	-	-	-
602	Gasoline	4,459	7,463	9,086	5,000	5,000	7,500
621	Electricity (Log Cabin)	8,473	8,429	10,086	8,420	8,420	8,500
622	Telephone	5,123	4,264	4,414	4,900	4,900	4,900
623	Heating Fuel (Log Cabin)	30,993	31,514	26,834	36,750	36,750	30,000
624	Wtr/Swr/Grb. (Log Cabin)	22,241	22,041	22,041	22,000	22,000	22,184
649	Other Professional Fees	20	500	1,933	-	-	5,000
661	Vehicle Maint/Repair (Int. Svc. Fund 57)	8,753	6,420	5,269	7,221	7,221	6,917
666	LWFC Pinky's Park	-	990	-	1,000	1,000	1,000
668	Park Maintenance	12,563	17,303	12,132	18,000	18,000	32,000
669	Other Purchased Services	7,140	1,955	2,553	1,000	1,000	1,000
680	Youth Center-Theft & Vandalism	37	-	400	-	-	-
683	Minor Equipment	18,595	9,035	11,106	10,000	10,000	9,500
686	P&T Vandalism	-	-	-	-	-	-
721	Insurance	8,976	10,050	8,022	8,500	8,500	8,500
724	Dues/Subscriptions	594	459	484	500	500	500
727	Advertising	1,305	-	973	1,000	1,000	500
733	Postage	472	483	-	250	250	250
775	New Recreational Activities	-	-	2,684	-	-	-
776	4th of July Games and Activities	-	1,925	119	2,000	2,000	2,600
799	Miscellaneous Expenses	207	120	40	200	200	500
	<b>Total MS&amp;S</b>	193,826	201,053	167,673	167,342	167,342	150,821
	<b>Total Operating Expenditures</b>	604,818	619,159	581,596	606,372	606,372	377,718
<b>PROJECT EXPENDITURES (10-71-77X)</b>							
	Gravel	-	-	-	-	-	-
	<b>Total Project Expenditures</b>	-	-	-	-	-	-
<b>CAPITAL EXPENDITURES (10-71-69X)</b>							
692	Youth Center Floor Replacement	-	-	-	-	-	-
694	City Park Development	18,512	9,319	21,387	-	-	-
691	Bethel Youth Center Repairs / Upgrades	50,000	30,950	19,470	-	-	-
	<b>Total Capital Expenditures</b>	68,512	40,269	40,857	-	-	-
	<b>Total Operating, Debt, Projects &amp; Capital</b>	673,330	659,428	622,453	606,372	606,372	377,718

## PARKS AND RECREATION 10-71

			FY 2015 Budget	FY 2016 Budget
<b>PERSONNEL:</b>				
R3	18101	Program Specialist	39,729	46,451
R2	18102	Food Program Aide	35,038	-
R1	18103	Program Aide - Part time	35,771	-
R2	18104	Park Maint. Worker	35,038	35,038
R1	18201	Part-Time Program Aide Assistant (20 hrs/week @ \$14.85/hr)	16,224	-
R1	18901	Temp Park Maintenance Worker (May 15 - October 14, 20 wks @ 17.32/hr)	13,856	13,856
R1	18902	Temp Recreation Aide (May 15 - October 14, 20 wks @ 14.86/hr)	11,888	11,888
		<b>SALARIES</b>	187,544	107,233
	18401	Parks and Recreation Director	15,999	-
		4H Program Reimbursement - City's contribution to Director's salary/benefits	54,622	-
		Annual Increases	4,689	-
		Overtime	6,000	6,000
		<b>Subtotal</b>	10,689	6,000
		Leave Cashout/Payout (5% of Base Salary)	8,090	4,074
		Social Security (6.2% of Temp Salary)	1,596	1,596
		Medicare (1.45% of Salary)	3,106	1,642
		Employee Group Benefits (\$1,381 per month x 12 months x 2 FTE)	52,800	33,144
		Unemployment (0.80% of Salary)	1,714	906
		Workers' Compensation	12,800	12,800
		PERS On Behalf Of Allocation	33,822	33,822
		PERS (22.00% of Salary)	37,947	17,928
		Utility Benefit (\$425/month x 2 FTE x 76%)	18,300	7,752
		<b>BENEFITS AND TAXES</b>	170,175	113,664
		<b>TOTAL PERSONNEL</b>	439,029	226,897

Parks & Recreation (10-71)		FY 2013 Actuals	FY 2014 Actuals	FY 2015 Actuals	FY 2016 Approved Budget	FY 2016 Revised Budget	FY 2017 Approved Budget
<b>PERSONNEL:</b>							
	Salaries, Benefits & Taxes minus EGHB	338,519	297,622	293,352	187,753	187,753	187,426
	Overtime	9,867	12,752	5,726	6,000	6,000	6,000
	Employee Group Health Benefits	38,878	58,628	52,800	33,144	33,144	38,400
	<b>Total Personnel</b>	<b>387,264</b>	<b>369,002</b>	<b>351,878</b>	<b>226,897</b>	<b>226,897</b>	<b>231,826</b>
521	4H PROGRAM REIMB.	30,845	44,921	44,683	-	-	-
	<b>Subtotal</b>	<b>418,109</b>	<b>413,923</b>	<b>396,562</b>	<b>226,897</b>	<b>226,897</b>	<b>231,826</b>
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>							
545	Training/Travel	4,959	9,141	934	3,000	3,000	3,000
561	Supplies	40,397	23,073	28,730	5,000	5,000	5,000
563	Wearing Apparel	-	878	-	600	600	500
564	Supplies-Foods Program	4,622	574	261	-	-	-
565	Arbor Day Grant Supplies	-	150	-	550	550	-
567	Items for Resale	28,124	14,332	4,515	-	-	-
566	Cleanup Greenup Supplies	-	913	330	120	120	400
576	Community Fair Support	-	436	-	200	200	400
602	Gasoline	7,463	9,086	4,671	7,500	7,500	4,000
621	Electricity (Log Cabin)	8,429	10,086	6,989	8,500	8,500	7,000
622	Telephone	4,264	4,414	3,289	4,900	4,900	2,000
623	Heating Fuel (Log Cabin)	31,514	26,834	19,039	30,000	30,000	25,000
624	Wtr/Swr/Grb. (Log Cabin)	22,041	22,041	22,113	22,184	22,184	22,184
649	Other Professional Fees	500	1,933	-	5,000	5,000	5,000
661	Vehicle Maint/Repair (Int. Svc. Fund 57)*	6,420	5,269	5,496	6,917	6,917	6,604
666	LWFC Pinky's Park	990	-	-	1,000	1,000	-
668	Park Maintenance	17,303	12,132	19,660	32,000	32,000	25,000
669	Other Purchased Services	1,955	2,553	207	1,000	1,000	1,000
680	Youth Center-Theft & Vandalism	-	400	-	-	-	-
683	Minor Equipment	9,035	11,106	10,467	9,500	9,500	5,000
663	Janitorial Services	-	-	1,235	-	-	-
721	Insurance	10,050	8,022	7,535	8,500	8,500	8,500
724	Dues/Subscriptions	459	484	3,155	500	500	500
727	Advertising	-	973	392	500	500	500
733	Postage	483	-	-	250	250	-
775	New Recreational Activities	-	2,684	-	-	-	-
776	4th of July Games and Activities	1,925	119	2,069	2,600	2,600	2,600
799	Miscellaneous Expenses	120	40	1,715	500	500	200
	<b>Total MS&amp;S</b>	<b>201,053</b>	<b>167,673</b>	<b>142,801</b>	<b>150,821</b>	<b>150,821</b>	<b>124,388</b>
	<b>Total Operating Expenditures</b>	<b>619,162</b>	<b>581,596</b>	<b>539,363</b>	<b>377,718</b>	<b>377,718</b>	<b>356,214</b>
692	Youth Center Floor Replacement	-	-	-	-	-	-
694	City Park Development	9,319	21,387	-	-	-	-
691	Bethel Youth Center Repairs / Upgrades	30,950	19,470	-	-	-	-
	<b>Total Capital Expenditures</b>	<b>40,269</b>	<b>40,857</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Total Operating, Debt, Projects &amp; Capital</b>	<b>659,431</b>	<b>622,453</b>	<b>539,363</b>	<b>377,718</b>	<b>377,718</b>	<b>356,214</b>

## PARKS AND RECREATION 10-71

			FY 2016 Budget	FY 2017 Budget
<b>PERSONNEL:</b>				
R5	18101	Program Specialist	46,451	46,160
R2	18102	Food Program Aide	-	-
R1	18103	Program Aide - Part time	-	-
R2	18104	Park Maint. Worker	35,038	34,896
R1	18201	Part-Time Program Aide Assistant (20 hrs/week @ \$14.85/hr)	-	-
R1	18901	Temp Park Maintenance Worker (May 15 - October 14, 20 wks @ 17.32/hr)	13,856	13,856
R1	18902	Temp Recreation Aide (May 15 - October 14, 20 wks @ 14.86/hr)	11,888	11,888
<b>SALARIES</b>			107,233	106,800
Annual Increases			-	-
Overtime			6,000	6,000
<b>Subtotal</b>			6,000	6,000
Leave Cashout/Payout (5% of Base Salary)			4,074	4,053
Social Security (6.2% of Temp Salary)			1,596	1,596
Medicare (1.45% of Salary)			1,642	1,636
Employee Group Benefits (\$1,600/month x 12 months x 2 FTE)			33,144	38,400
Unemployment (0.80% of Salary)			906	902
Workers' Compensation			12,800	12,800
PERS On Behalf Of Allocation			33,822	33,822
PERS (22% of Salary)			17,928	17,832
Utility Benefit (\$425/month x 2 FTE x 76% x 1.03%)			7,752	7,985
<b>BENEFITS AND TAXES</b>			113,664	119,026
<b>TOTAL PERSONNEL</b>			226,897	231,826

<b>Property Maintenance (10-70)</b>		FY 2014 Actuals	FY 2015 Actuals	FY16 Actuals (Pre-Audit)	FY17 Approved Budget	FY18 Approved Budget
<b>PERSONNEL:</b>						6.15
	<b>Total Personnel</b>	489,944	523,219	453,151	472,515	613,239
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>						
545	<i>Training/Travel (\$2k + \$1k)</i>	360	3,373	863	3,500	3,000
561	Supplies (Prop Mt.)	13,876	17,749	4,805	18,000	1,000
562	Materials (other depts)	20,798	13,191	18,279	18,000	1,000
563	<i>Wearing Apparel (\$2k + \$1k)</i>	1,336	1,470	1,866	2,000	2,000
566	<i>Cleanup Greenup Supplies</i>					600
580	Boiler Costs	38,848	18,046	40,151	38,000	15,000
590	Glycol Supplies	4,679		3,899	6,000	6,000
591	Carpentry Supplies	15,164	7,155	12,520	10,000	10,000
592	Plumbing Supplies	5,975	8,065	9,802	8,000	8,000
593	Electrical Supplies	28,721	16,710	28,310	27,800	27,500
594	Paint Supplies	5,080	384	2,696	2,600	2,500
595	Boardwalk Supplies	2,016	1,255	3,533	3,000	3,000
602	<i>Gasoline (\$6k + \$6k)</i>	7,930	9,200	6,646	15,000	12,000
621	<i>Electricity (\$5k + \$7k Log Cabin)</i>	4,556	14,271	10,131	3,900	12,000
622	Telephone	705	207	33	750	
623	<i>Heating Fuel (\$25k + \$15k LC)</i>	24,479	33,721	20,399	17,000	40,000
626	<i>Water/Sewer/Garbage (\$2.4k + \$15k LC)</i>	1,818	2,021	2,265	2,350	17,400
627	Cell Phone					772
661	<i>Vehicle Maint/Repair (I/S Fund 57) \$2,640*2</i>	13,229	15,411	8,812	3,037	6,075
662	Contract - Wind Turbine (5 yr)	-				5,300
668	<i>Parks Maintenance</i>					17,500
669	Other Purchased Services	43,307	21,328	51,627	65,000	45,000
683	Minor Equipment	7,525	4,947	6,650	9,000	5,000
721	Insurance	6,669	7,626	8,101	8,550	8,550
776	<i>4th of July</i>					2,000
799	Miscellaneous	-	40	532		
996	<i>Administrative Overhead - IT (\$16,895+\$15,974)</i>	-				32,869
	<b>Total MS&amp;S</b>	247,071	196,170	241,920	261,487	284,065
	<b>Total Operating Expenditures</b>	737,015	719,389	695,070	734,002	897,305
<b>CAPITAL EXPENDITURES (10-70-69X)</b>						
690	Capital Expenditures/Public Work Bathrooms	17,190	-	6,491	-	-
693	Generator Upgrade at City Complex	12,528	-		-	-
	<b>Total Capital Expenditures</b>	29,718	-	6,491	-	-
	<b>Subtotal Operating, Debt, Projects &amp; Capex</b>	766,733	719,389	701,561	734,002	897,305
875	<i>Cost Recovery-svs supplied to other Funds</i>	(61,128)	(63,864)	(63,864)	(66,264)	-
	<b>Total Operating &amp; Capex</b>	705,605	655,525	637,697	667,738	897,305

## Property Maintenance (10-70)

		FY17 Budget	FY18 Budget
<b>PERSONNEL</b>			6.15
	Public Works Director 5%		5,450
R6	22101 Building Maintenance Foreman	81,206	81,206
R4	22102 Maintenance Worker	63,123	63,123
R4	22103 Maintenance Worker	57,272	57,272
R4	22104 Maintenance Worker	54,535	54,535
R4	18104 Maintenance Worker	-	39,710
	<b>Wages</b>	256,136	301,296
R1	18901 Temp Maint Worker (5.15 - 10.15, 800 hrs @ 17.32/hr)	-	13,856
R1	18902 Temp Maint Worker (5.15 - 10.15, 800 hrs @ 14.86/hr)	-	11,888
	Overtime/Shift Differential	20,000	20,000
	<b>Subtotal</b>	20,000	45,744
	<b>Total Wages</b>	276,136	347,040
	Leave Cashout/Payout 5% of Union FTE Base Wages	22,807	14,792
	Social Security (6.2% of Temp Salary)		1,596
	Medicare @ 1.45% of Total Wages	4,004	5,032
	Unemployment Ins @ 2.23% of Wages (W/ \$39,800 cap)	2,049	4,480
	Employee Group Benefits @ \$2,160/mo/ FTE @ 5.05	76,800	130,896
	Workers' Compensation @ 4.5210/\$100	14,000	15,690
	PERS @ 22% of FTE Wages	60,750	70,685
	Utility Benefit @ \$380/mo/ FTE @ 5.05	15,969	23,028
	<b>BENEFITS AND TAXES</b>	196,379	266,199
	<b>TOTAL PERSONNEL</b>	472,515	613,239

<b>Parks &amp; Recreation (10-71)</b>		FY 2014 Actuals	FY 2015 Actuals	FY16 Actuals (Pre-Audit)	FY17 Approved Budget	FY18 Proposed Budget
<b>PERSONNEL:</b>		6.15				
	<b>Total Personnel</b>	369,002	351,878	167,247	198,003	-
521	4H PROGRAM REIMB.	44,921	44,683		-	
	<b>Subtotal</b>	413,923	396,562	167,247	198,003	-
<b>MATERIALS, SUPPLIES, &amp; SERVICES</b>						
545	Training/Travel	9,141	934	2,041	3,000	-
561	Supplies	23,073	28,730	5,457	5,000	-
563	Wearing Apparel	878		792	500	-
564	Supplies-Foods Program	574	261		-	
565	Arbor Day Grant Supplies	150			-	
567	Items for Resale	14,332	4,515		-	
566	Cleanup Greenup Supplies	913	330	120	400	-
576	Community Fair Support	436		205	400	-
600	Tires & Wheels			1,219		
602	Gasoline	9,086	4,671	5,322	4,000	-
621	Electricity (Log Cabin)	10,086	6,989	5,502	7,000	-
622	Telephone	4,414	3,289	2,529	2,000	-
623	Heating Fuel (Log Cabin)	26,834	19,039	19,108	25,000	-
624	Wtr/Swr/Grb. (Log Cabin)	22,041	22,113	19,684	22,184	-
627	Cell Phone					-
649	Other Professional Fees	1,933		2,500	5,000	-
661	Vehicle Maint/Repair (Int. Svc. Fund 57)*	5,269	5,496	5,133	3,037	-
666	LWFC Pinky's Park	-		493	-	
668	Park Maintenance	12,132	19,660	16,411	25,000	-
669	Other Purchased Services	2,553	207	82	1,000	-
680	Youth Center-Theft & Vandalism	400			-	-
683	Minor Equipment	11,106	10,467	264	5,000	-
663	Janitorial Services		1,235		-	-
721	Insurance	8,022	7,535	5,381	8,500	-
724	Dues/Subscriptions	484	3,155		500	-
727	Advertising	973	392	44	500	-
775	New Recreational Activities	2,684			-	-
776	4th of July Games and Activities	119	2,069	1,327	2,600	-
799	Miscellaneous Expenses	40	1,715	(88)	200	
996	Administrative Overhead - IT					-
	<b>Total MS&amp;S</b>	167,673	142,801	93,526	120,821	-
	<b>Total Operating Expenditures</b>	581,596	539,363	260,772	318,825	-
694	City Park Development	21,387			-	
691	Bethel Youth Center Repairs / Upgrades	19,470			-	
	<b>Total Capital Expenditures</b>	40,857	-	-	-	-
	<b>Total Operating, Debt, Projects &amp; Capital</b>	622,453	539,363	260,772	318,825	-

## PARKS AND RECREATION (10-71)

			FY17 Budget	FY18 Budget
<b>PERSONNEL:</b>			6.15	
<b>R5</b>	<b>18101</b>	Program Specialist	46,160	
<b>R2</b>	<b>18104</b>	Park Maint. Worker	34,896	
<b>R1</b>	<b>18901</b>	Temp Park Maintenance Worker (May 15 - October 14, 20 wks @ 17.32/hr)	13,856	
<b>R1</b>	<b>18902</b>	Temp Recreation Aide (May 15 - October 14, 20 wks @ 14.86/hr)	11,888	
<b>Wages</b>			106,800	-
Annual Increases			-	-
Overtime			6,000	
<b>Subtotal</b>			6,000	-
<b>Total Wages</b>			112,800	-
Leave Cashout/Payout 5% of Union FTE Base Wages			4,053	-
Social Security (6.2% of Temp Salary)			1,596	-
Medicare @ 1.45% of Total Wages			1,636	-
Unemployment Ins @ 2.23% of Wages (W/ \$39,800 cap)			902	
Employee Group Benefits @ \$2,160/mo/ FTE @ 2			38,400	
Workers' Compensation @ 5.2130/\$100			12,800	
PERS @ 22% of FTE Wages			17,832	
Utility Benefit @ \$380/mo/FTE @ 2			7,985	
<b>BENEFITS AND TAXES</b>			85,203	-
<b>TOTAL PERSONNEL</b>			198,003	-



# City of Bethel, Alaska- Special Meeting

Parks, Recreation, Aquatic, Health & Safety Center Committee Agenda  
Special Meeting **September 25, 2017 – 5:30pm** 5815B Tuutangayak Street (Kasayuli)

Michelle DeWitt  
Committee Chair  
Term Expires 12/2017

Judy Wasierski  
Committee Co-Chair  
Term Expires 12/2018

Kathy Hanson  
Committee Member  
Term Expires 12/2018

Barbara Mosier  
Committee Member  
Term Expires 12/2018

Beverly Hoffman  
Committee Member  
Term Expires 12/2018

Brian Lefferts  
Committee Member  
Term Expires 12/2017

Kathryn Baldwin  
Alternate Committee Member  
Term Expires 12/2017

Fred Watson  
Council Rep.  
Term Expires 10/2017

Stacey Reardon  
YK Fitness Facility Director

Pauline Boratko  
Committee Recorder

**I. CALL TO ORDER:**

**II. ROLL CALL:**

**III. PEOPLE TO BE HEARD – THREE MINUTES PER PERSON:**

**IV. SPECIAL ORDER OF BUSINESS:**

**A. Kasayuli Park Development- location**

**V. ADJOURNMENT:**

Pauline Boratko, Committee Recorder

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**City of Bethel, Alaska****Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes**

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September 11, 2017

Regular Meeting

Bethel, Alaska

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**I. CALL TO ORDER**

The meeting was called to order by Michelle DeWitt at 6:03pm.

**II. ROLL CALL**

Comprising a quorum, the following members were present: Michelle DeWitt, Judy Wasierski, Barbara Mosier, Kathy Hanson, Brian Lefferts, and Fred Watson

Excused absent (s): Beverly Hoffman and Justin Wintersteen

Also in attendance were the following:  
Committee Recorder, Pauline Boratko  
YK Fitness Center Director, Stacey Reardon

**III. PEOPLE TO BE HEARD:****IV. APPROVAL OF AGENDA**

MOVED BY:	Judy Wasierski	Motion to approve the agenda
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION:	Unanimously approved	

**V. APPROVAL OF THE MINUTES:**

MOVED BY:	Brian Lefferts	Motion to approve the regular minutes for August 14, 2017
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION:	Unanimously approved	

**VI. SPECIAL ORDER OF BUSINESS:****VII. UNFINISHED BUSINESS:**

- a. Individual to provide report to September 12 City Council meeting: Kathy Hanson volunteered to give the report.
- b. Unresolved Recommendations and Action Memorandums: The operations plan recommendation to city council has been approved.
- c. Privatizing Recreational Services-Calendar/Budget Discussion: Committee discussed the option of privatizing recreational services.
- d. Kasayuli Park Development: The committee plans on having a community meeting to discuss and choose a location for the park in Kasayuli.
- e. Pinky's Parks: A question was asked about hydro seeding Pinky's Park yet this year where the trees were recently cut down was not Council or Committee approved.

**VIII. Parks and Recreation Department Report:**

- f. Balance on dedicated Pool Fund: a request has been made to see the accounting documents on the dedicated pool fund.
- g. Sub Committee Reports: Water Temp, Marketing, Physical Facility: tabled
- h. Arts at the YK Fitness Center: A few of the artists have looked at the facility. There will be a teleconference with Architects AK Sept 14 for artists.
- i. Mechanical Specialist Inc. (MSI) Contract: tabled
- j. Maintenance Schedules and Checklist: Committee requested a copy of the maintenance schedule and checklist when final draft is completed.
- k. Repair and Replacement Fund Development for YKFC: Committee would like to see actual numbers in order to move forward with the development.
- l. YKFC PFD Sale: The PFD sale will be held though out the month of October. They are working on setting up the option to offer monthly payments for annual membership by credit card.

**IX. YK Fitness Facility Director Report- Stacey Reardon:** Stacey Reardon presented her report. She informed that linoleum will need to be replaced under the treadmills due to ware of the treadmill movement. Stacey added that there was a swim meet that went well, and discussed about another swim meet in the future.

**X. New Business:**

**XI. MEMBER COMMENTS:**

- M. Dewitt- no comment.
- J. Wasierski- I won't be here for the October and November meetings.
- K. Hanson- no comment
- B. Mosier- I am excited for the Kasayuli Park meeting.
- B. Lefferts- no comment.
- F. Watson- I am curious on which way the recreation services will go.
- J. Wintersteen- no comment.

**XII. ADJOURNMENT**

MOVED BY:	Barbara Mosier	Motion to adjourn the meeting at 7:30pm
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION:	Unanimously approved	

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Pauline Boratko, Committee Recorder

\_\_\_\_\_  
Michelle DeWitt, Chair

# City of Bethel, Alaska

## Public Works Committee Minutes

September 20, 2017

Regular Meeting

Bethel, Alaska

### I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on September 20, 2017 at the council chambers of the City Hall, Bethel, Alaska. Joseph Klejka called the meeting to order at 6:32 pm.

### II. ROLL CALL:

Comprising a quorum of the committee, the following were present: Joseph Klejka, Jennifer Dobson, Robert Champagne, and Scott Guinn

Unexcused Absent: Naim Shabani

Also Present:

Committee Recorder, Pauline Boratko  
Public Works Director, Bill Arnold

### III. PEOPLE TO BE HEARD: none

### IV. APPROVAL OF AGENDA:

<b>MOVED BY:</b>	Jennifer Dobson	Motion to approve the agenda.
<b>SECONDED BY:</b>	Scott Guinn	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

### V. APPROVAL OF MINUTES:

<b>MOVED BY:</b>	Jennifer Dobson	Motion to approve minutes for June 21, 2017 meeting.
<b>SECONDED BY:</b>	Robert Champagne	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

<b>MOVED BY:</b>	Jennifer Dobson	Motion to approve minutes for July 19, 2017 meeting.
<b>SECONDED BY:</b>	Scott Guinn	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

<b>MOVED BY:</b>	Scott Guinn	Motion to approve minutes for August 16, 2017 meeting.
<b>SECONDED BY:</b>	Jennifer Dobson	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote.	

### VI. SPECIAL ORDER OF BUSINESS:

**VII. UNFINISHED BUSINESS:**

- A.** Institutional Corridor Piped Water Supply Project: The bid went out to the BSI Contractors and they will start the project in February of 2018 and should take about 5-6 months to complete.
- B.** Sewer Lagoon- PER (Preliminary Engineering Report) and ER (Environmental Report) for Truck Dump site and other options: Dredging is in process and the dump site will be rebuilt.
- C.** Leveling of the Bethel Heights Water Treatment Plant Building: The building has stopped moving and is currently staying at 14 inches.
- D.** Clarification of BMC Codes: no new updates this month
- E.** Ridgecrest Drive Road Update: The plan is to have the road project completed in August of 2018.
- F.** Snow Removal from neighborhoods: no new updates this month
- G.** Landfill closure and new landfill site: The landfill was inspected and is recommended to install shallow wells to test water.

**VIII. NEW BUSINESS:**

**IX. DIRECTOR’S REPORT:** Director of Public Works, Bill Arnold reported that there will be a total of 15 new trucks replacing the hauled utilities fleet. For piping of the “avenues” a PER and ER has been submitted, and funds have already been applied for.

**X. MEMBER COMMENTS:**

- Robert Champagne-** no comment
- Jennifer Dobson-** City Elections October 3<sup>rd</sup>.
- Joseph Klejka-** I can’t be here for the next meeting.
- Scott Guinn-** no comment

**XI. ADJOURNMENT:**

<b>MOVED BY:</b>	Jennifer Dobson	Motion to adjourn.
<b>SECONDED BY:</b>	Scott Guinn	
<b>VOTE ON MOTION</b>	Motion carried by unanimous vote	

With no further business, meeting adjourned at 7:31 pm

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Pauline R. Boratko  
Recorder of Minutes

\_\_\_\_\_  
Joseph Klejka  
Chair

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# ***Special Order of Business***

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# ***Unfinished Business***

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Introduced by: City Manager Williams  
Introduction Date: September 26, 2017  
Public Hearing: October 10, 2017  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #17-44**

#### **AN ORDINANCE AUTHORIZING THE ACQUISITION AND DISPOSAL OF PROPERTY TO YUUT ELITNAURVIAT PURSUANT TO BMC 4.08.030(B): REACQUIRE LAND FROM YUUT ELITNAURVIAT AND RE-DISPOSE OF PROPERTY TO YUUT ELITNAURVIAT**

**WHEREAS** on February 26, 2003 the City of Bethel deeded ten (10) acres more or less to Yuut Elitnaurviat – People’s Learning Center, Inc.;

**WHEREAS** a condition of the Deed was that the land revert back to the City in the event the land is used for any purpose other than an educational and vocational learning center serving the Kuskokwim Delta region;

**WHEREAS** on November 3, 2015, the Lower Yukon School District suffered a catastrophic fire which destroyed the Yupik Immersion School and left the Kuskokwim Learning Academy (KLA) uninhabitable;

**WHEREAS** eventually, displaced students from (KLA) moved to Yuut Elitnaurviat and have been housed there ever since;

**WHEREAS** Yuut Elitnaurviat and the Lower Kuskokwim School District hope to enter into a long-term agreement to house the KLA students at Yuut Elitnaurviat;

**WHEREAS** the restrictions in the Deed are making it difficult for Yuut Elitnaurviat to obtain a loan from the bank necessitating the return of the property in exchange for a 99 year lease;

**WHEREAS** the return of the property is conditioned upon Yuut Elitnaurviat’s ability to lease the property for 99 years with the option to request to purchase the property outright with no restrictions;

**WHEREAS** any decision to purchase the land will remain up to the council and will not be exercised until such time as formally requested and formally presented to council in a formal and open meeting;

**WHEREAS** in the meantime, the 99 year lease agreement will allow Yuut Elitnaurviat to obtain the necessary loan to construct a permanent building to house KLA students.

Introduced by: City Manager Williams  
Introduction Date: September 26, 2017  
Public Hearing: October 10, 2017  
Action:  
Vote:

**WHEREAS** the return of the legal description of the property is Tract A, Yuut Elitnaurviat – People’s Learning Center Subdivision, Plat 2003-2, records of the Bethel Recording District, Bethel, Alaska.

**NOW, BE IT ORDAINED**, the City Council authorizes the acquisition of a tract of land located at Tract A, Yuut Elitnaurviat – People’s Learning Center Subdivision, Plat 2003-2, records of the Bethel Recording District, Bethel, Alaska.

**NOW BE IT FURTHER ORDAINED**, the City Council authorizes the disposal of the above property via a ninety-nine (99) year lease and authorizes the City Manager to negotiate and execute the appropriate lease documents.

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

**SECTION 2. Authorization.** Pursuant to Bethel Municipal Code 04.08.020 Acquisition and 04.08.030(B) Disposal to an Entity Providing Necessary Public Service and Bethel Municipal Code.

**SECTION 3. Effective Date.** This Ordinance shall become effective within twenty-four hours of the passage by the Bethel City Council.

**ENACTED THIS \_\_\_\_\_ DAY OF OCTOBER 2017, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_\_\_ OPPOSED.**

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
Lori Strickler, City Clerk

**QUITCLAIM DEED**

Subject to the limitations stated below, Grantor, Yuut Elitnaurviat – People’s Learning Center, Incorporated, whose address is PO Box 305, Bethel, Alaska 99559, for and in consideration of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, and other valuable considerations, conveys and quitclaims to the City of Bethel, a municipal corporation, whose address is PO Box 1388, Bethel AK 99559, all its interest in the following described real property located in the State of Alaska:

Tract A, Yuut Elitnaurviat – People’s Learning Center Subdivision,  
Plat 2003-2, records of the Bethel Recording District, Bethel, Alaska

Together with all hereditments, tenements, and appurtenances appertaining thereto.

YUUT ELITNAURVIAT – PEOPLE’S LEARNING  
CENTER, INC.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dennis Dishion, Executive Director

STATE OF ALASKA                    )  
FOURTH JUDICIAL DISTRICT    ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October 2017 by Dennis Dishion, Executive Director of Yuut Elitnaurviat – People’s Learning Center, Inc.

**After Recording, Return To:**  
City of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559-1388

\_\_\_\_\_  
Notary Public for the State of Alaska  
My Commission Expires: \_\_\_\_\_

**LEASE AGREEMENT**

**between**

**City of Bethel**

**and**

**Yuut Elitnaurviat**

**Effective Date: OCTOBER 11, 2017**

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "LEASE") is made by and between the City of Bethel (the "CITY"), a municipal corporation located in Bethel, Alaska, whose mailing address is Post Office Box 1388, Bethel, Alaska 99559 and Yuut Elitnarviat (the "LESSEE"), whose mailing address is Post Office Box 869, Bethel, Alaska 99559.

**WHEREAS**, LESSEE has indicated its desire to lease real property located on Tract A, Yuut Elitnarviat-Peoples Learning Center Subdivision, Plat 2003,2, records of the Bethel Recording District, Bethel, Alaska.

**WHEREAS**, it is the intent of this LEASE to transfer from CITY to LESSEE the entire burden of compliance with present or future environmental regulations or controls with respect to LESSEE's operations on the leased land and facilities during the lease term.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

### ARTICLE 1 – LEASED LAND

- 1.1 *Description of Leased Land.* The Leased Land is located on in the City of Bethel, Alaska. Total land available is approximately 10 acres. The legal description of the land is Tract A, Yuut Elitnarviat – Peoples Learning Center Subdivision, Plat 2003-2, records of the Bethel Recording District, Bethel, Alaska.
- 1.2 *Property Accepted "As-is."* LESSEE acknowledges that it has inspected the Leased Land and any Facilities located thereon and accepts the same "as-is" and without reliance on any expressed or implied representations or warranties of CITY, or agents of CITY, as to the actual physical condition or characteristics thereof and the legal description or depiction of the Leased Land in Article 1.1 and the map attached hereto as Exhibit A.
- 1.3 *Permits.* LESSEE, at its sole cost, shall obtain all permits necessary for the construction and operation of its facilities on the Leased Land. CITY may from time to time, upon request of LESSEE, execute such documents, petitions, applications and authorizations as may be necessary, to file with an agency or public body responsible for an application for conditional use permits, zoning and re-zoning, preliminary and final plat approval, or plan approval that may be required for the lawful construction and operation of the facilities of LESSEE permitted on the Leased Land by the terms of this LEASE. However, nothing in this Article shall be construed as requiring CITY to support or approve any such application or permit requests. If the agency or public body responsible to approve or grant such application or permit request is a City of Bethel agency, department, or board, LESSEE shall follow all City of Bethel procedures, the same as any other applicant making similar requests of the City of Bethel, according to the ordinances, resolutions, or any regulation, rules or procedures of the City of Bethel. Nothing in this Article imposes any duty or responsibility on CITY to assist LESSEE in obtaining any other permits or approvals, including without limitation those required by the U.S. Army Corps of Engineers (e.g., wetland fill permits), the Environmental

Protection Agency (e.g., Clean Air Act permits), the Alaska Department of Transportation and Public Facilities (e.g., right-of-way permits), the Alaska Department of Fish and Game, and the Alaska Department of Environmental Conservation.

- 1.4 *Rent.* LESSEE shall pay, from October 11, 2017 to June 30, 2116 , rent of One (\$1) Dollar per month for the above described land. Rent shall be paid according to the following schedule: On or before the first day of each month, in advance for the ensuing month. Rent shall be paid to CITY, without notice or demand, at CITY's address set forth in Article 31.

## ARTICLE 2 – LEASE TERM

### 2.1 *Lease Term.*

- a) The Lease Term shall be for Ninety-Nine (99) Years from October 11, 2017 to June 30, 2116. The Lease Term shall commence on the date this LEASE is signed by CITY and that date shall be the effective date of this LEASE (the "Effective Date").
- b) Except for extensions as provided in Article 2.2 below, this LEASE is not subject to renewal.

### 2.2 *Options to Extend.* At the expiration of the initial term, at the sole discretion of CITY, the Lease Term may be extended to run from month-to-month, with rent payable as specified in Article 1.4, provided that:

- a) LESSEE shall send written request for an extension to the address noted in Article 31 at least sixty days (60) days prior to the expiration of the then current lease term;
- b) LESSEE is not in default under any term or provision of this LEASE.

## ARTICLE 3 – USE OF LEASED LAND

### 3.1 *Use of Leased Land.* LESSEE shall use Leased Land **for educational purposes only.**

### 3.2 *Obligations of LESSEE.* LESSEE may use the Leased Land only in accordance with applicable CITY zoning code provisions and provided the following conditions are met:

- a) The Leased Land is to be completely cleaned and restored to its original condition, that is, the condition existing prior to this LEASE or in better condition upon termination of this LEASE.
- b) LESSEE agrees to prohibit the use, keeping, storage, or disposal of Hazardous Materials on the Leased Land except as permitted in Article 17 of this LEASE.
- c) LESSEE shall not use the Leased Land in any manner or construct any facilities thereon which would inhibit the use of adjacent or other City-owned lands.
- d) LESSEE shall continue to use the Leased Land for the specific purpose(s) described above. Any changes to this site require CITY approval, through the City Manager, prior to additional construction. LESSEE's failure to obtain CITY

approval of any changes to the site development plan or LESSEE's failure to install the improvements according to the site development plan shall be a LESSEE Act of Default under this LEASE. LESSEE shall provide a site plan of leased land showing location of concrete batch plant and proposed storage of materials which shall be attached hereto.

- 3.3 *Adequacy of Leased Land and Public Facilities.* CITY makes no representations or warranties as to the fitness of any particular part or the whole of CITY'S leased land for the uses intended by LESSEE, and LESSEE has inspected those facilities, if any, and has satisfied itself that the leased land is sufficient for the intended uses by LESSEE. CITY makes no representations or warranties of any nature with respect to the commercial practicability or accuracy of any information provided by CITY.
- 3.4 *Tariffs and Other Service Fees.* CITY shall have the right to make amendments to its tariffs, regulations and scheduled fees; if any, from time to time even if those adjustments shall cost LESSEE more for its operations or use of public facilities, if any, and CITY is free to do so.
- 3.5 *Utilities and Taxes.* LESSEE will pay for utilities and taxes related to operations on the Leased Land and LESSEE's interest in this LEASE and any improvements thereon before such obligations become delinquent; provided that LESSEE may, in good faith and before such delinquency, contest any such charge or assessment.
- 3.6 *Other Uses.* This LEASE shall not preclude the CITY from actively seeking other and additional tenants for space including those who would be in competition with LESSEE or who might be interested in leasing the Leased Land should this LEASE be terminated for any reason.

#### **ARTICLE 4 – UTILITIES AND RIGHTS OF ACCESS**

- 4.1 *Utility Services.* Utility services are not included in LESSEE's rent. LESSEE shall arrange for their own utility services and bear all costs for utilities.
- 4.2 *Utilities.* LESSEE, at LESSEE's sole cost and expense, shall provide for the extension of public utilities to the Leased Land sufficient for LESSEE's intended operations. In so doing, LESSEE shall comply with all CITY regulations and requirements, and the tariffs of the affected utilities, with respect to the construction of those utilities. CITY agrees to cooperate and assist the LESSEE, through consultation and review, in LESSEE's planning and engineering of those improvements. All utilities will be located and sized in accordance with CITY's Master Plan for the area leased. All such construction shall be in compliance with all applicable building, mechanical and fire codes. Utilities constructed by the LESSEE within the public right-of-ways or within public utility easements will normally be accepted and maintained by CITY or utility companies and may be used to serve other customers of LESSEE's without payment of fees or reimbursement of construction cost to the LESSEE. However, this does not preclude several lessees from agreeing to share the cost of constructing a utility to serve their facilities. CITY or other utility company may determine that it would be to their benefit to oversize the utility or install special fittings or equipment in order to serve other existing or future users. The additional direct costs of such over sizing shall be borne by CITY or other utility company. Such costs shall be limited to the supplier's cost of the additional fittings, equipment, direct labor, and equipment costs to complete the installation. The costs of

over sizing pipe or electrical conduit shall be limited to the difference between the supplier's price to provide the size required to serve its facility and the price of the oversized material required by CITY or utility company.

LESSEE shall not be entitled to any refund, rebate, or payments from CITY for any rent, investment, or costs incurred by LESSEE with respect to any required permits for construction or operation of LESSEE's facilities on the Leased Land, it being the intent of the parties that the risk of obtaining required permits be solely a risk undertaken by LESSEE.

- 4.3 *Easements.* In order to provide for the orderly development of the Leased Land and adjacent lands, it may be necessary, desirable or required that street, railroad, water, sewer, drainage, gas, power line and other easements and dedications and similar rights be granted or dedicated over or within portions of the Leased Land.

As additional consideration for this LEASE, CITY and LESSEE each shall, at the request of the other, join with each other in executing and delivering such documents from time to time and throughout the Lease Term as may be appropriate, necessary, or required by the several governmental agencies (including the City of Bethel), public utilities and other users or tenants of CITY land for the purpose of granting such easements and dedications; provided, however, that such easements and dedications and similar rights do not unreasonably interfere with LESSEE's operations. The costs of locating or relocating any public easements or restrictions of record including any relocation of public road, railroad, utility, or other easements shall be at the sole cost and expense of the party requesting the relocation. CITY shall not refuse reasonable requests for such relocations provided those relocations do not interfere with or inhibit the overall development of CITY property or other public property. Any easements or rights of access granted to LESSEE by CITY need not be exclusive to LESSEE.

## **ARTICLE 5 – CONSTRUCTION BY LESSEE**

- 5.1 *Improvements on Leased Land.* LESSEE shall have the right to erect, maintain, alter, remodel, reconstruct, rebuild, build and/or replace buildings and other improvements on the Leased Land as described in Article 1.1, subject to the following conditions:
- a) The cost of any construction, reconstruction, demolition, or of any changes, alterations or improvements, shall be borne and paid for by LESSEE.
  - b) If applicable, LESSEE shall provide CITY with a copy of all building plans and specifications and a site development plan or plans (based on a recent survey) for the Leased Land prior to commencement of construction.
  - c) LESSEE is solely responsible for resurveying and locating improvements on the Leased Land in such manner not to violate building setback requirements or encroach into rights-of-ways or easements. On completion of any improvements, LESSEE shall provide CITY a copy of an as-built survey depicting the improvements as completed on the Leased Land.
  - d) Any general contractor employed by LESSEE shall be appropriately bonded by use of performance and labor and material payment bonds in the customary form when cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS

(\$50,000). Copies of all such bonds shall be furnished to CITY prior to commencement of construction. If the cost of the work is less than FIFTY THOUSAND DOLLARS (\$50,000.00), LESSEE shall provide CITY, if no performance and labor and material bonds are provided by LESSEE, any necessary assurances or guarantees that the contemplated work will be performed by the general contractor or by LESSEE. In the event that LESSEE elects to construct the facility with its own personnel and equipment, or the personnel and equipment of any corporation or person that is an "affiliate" of LESSEE as such term is defined in AS 10.06.990(2) or Alaska limited liability company in which LESSEE maintains a substantial membership interest<sup>1</sup>, a performance bond shall be required when the cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000).

- e) CITY may give notice of non-responsibility for any improvements constructed or effected by LESSEE on the Leased Land.
- f) LESSEE shall comply with all federal, state and local statutes and regulations with respect to such construction, including but not limited to all applicable building, mechanical, and fire codes.

5.2 *City Review of Construction.* CITY shall have the right to review initial plans, including those supplied to CITY under Article 5.1 hereof, and any future changes or additions to LESSEE's facilities, if any, on the Leased Land, by reviewing the design thereof prior to the commencement of construction. CITY shall have the right to comment upon that design and to require LESSEE to make reasonable changes so as to avoid interference with public operations, but the exercise of these rights shall not imply any obligation to do so nor any obligation to do so in a particular way. LESSEE shall construct the facility in accordance with final design specifications approved by CITY. CITY's representatives may monitor the work and shall have access to the site at all reasonable times. LESSEE shall be solely responsible for completing all improvements according to LESSEE's plans and specifications and shall bear all risk, responsibility, and liability for properly surveying the Leased Land before construction and to place all improvements on the Leased Land without encroaching upon any land, easements, rights-of-way, or setback requirements. LESSEE shall obtain the usual and customary performance guarantees from its contractors, and CITY shall be named as an additional insured.

## **ARTICLE 6 – RETURN OF LEASED LAND/SITE CONDITIONS**

6.1 *Return of Leased Land in Original Condition.* Subject to the provisions of Article 11.1 herein, upon termination of this LEASE for any reason, LESSEE shall return the Leased Land to CITY in the same condition as at the commencement this LEASE, subject to normal, non-abusive use. The Leased Land shall be free of all Hazardous Materials and contamination arising out of or resulting from or occurring during LESSEE's operations or use of the Leased Land during this LEASE.

6.2 *Return of Leased Land in Different Condition.* Notwithstanding the provisions of Article 6.1 above, upon termination of this LEASE for any reason LESSEE may return the

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<sup>1</sup> Affiliate means a person that directly or indirectly through one or more intermediary's controls, or is controlled by, or is under common control with, a corporation subject to the Alaska Corporation Code.

Leased Land in a re-contoured or graded clean, safe, and stable condition different from its original condition provided CITY grants written approval of LESSEE'S plans for development of the Leased Land contours, including its plans for material extraction and final grade.

#### **ARTICLE 7 – CAUSES BEYOND CONTROL**

In the event the LESSEE is prevented by a cause or causes beyond control of the LESSEE from performing any obligation of this LEASE, non-performance resulting from such cause or causes shall not be deemed to be a breach of this LEASE which will render the LESSEE liable for damages or give rights to the cancellation of the LEASE for cause. However, if and when such cause or causes cease to prevent performance, the LESSEE shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this Article, means any one or more of the following causes which are not attributable to the fault or negligence of the LESSEE and which prevent the performance of the LEASE: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the LESSEE from performing the terms of the LESSEE as set forth herein. Events which are unique to the LESSEE and would not prevent another LESSEE from performing, including, but not limited to financial difficulties, are not causes beyond the control of the LESSEE. CITY will determine whether the event preventing the LESSEE from performing is a cause beyond the LESSEE'S control

#### **ARTICLE 8 – OPTION TO PURCHASE LAND**

LESSEE has expressed an interest in purchasing the Leased Land from the CITY. CITY agrees not to assign the Lease in any way for a period of at least thirty-six (36) months from the commencement of this Lease Agreement (or until October 11, 2020, whichever comes first). During that time, LESSEE may request to purchase the land from CITY. Any such sale would terminate the LEASE without penalty.

The sale and purchase of the Leased Land will be done in accordance within the requirements of Section 4.08 of the Bethel Municipal Code and shall only occur upon the mutual agreement of both the LESSEE and the CITY.

The insertion of this Clause does not guarantee the sale or purchase of the Land but does guarantee the Land will remain unencumbered by the CITY and available for LESSEE'S request to purchase from the CITY for a period not to exceed thirty-six (36) months.

#### **ARTICLE 9 – LESSEE'S ACTS OF DEFAULT**

Each of the following shall be a "LESSEE Act of Default" under this LEASE and the terms "acts of default" and "default" shall mean, whenever they are used in this LEASE, anyone or more of the following events:

- 9.1 Failure by LESSEE to pay promptly when due, and in no event later than ten (10) days from the due date thereof, the rent required to be paid under this LEASE.

- 9.2 Failure by LESSEE to observe, fulfill or perform any covenants, conditions or agreements on its part to be observed or performed under this LEASE for a period of thirty (30) days after written notice specifying such failure, requesting that it be remedied, and stating that it is a notice of default, has been given to LESSEE by CITY; provided, however, that if said default is such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the default is corrected.
- 9.3 The making by LESSEE of an assignment for the benefit of creditors, the filing of a petition in bankruptcy by LESSEE, the adjudication of LESSEE as insolvent or bankrupt, the petition or application by LESSEE to any tribunal for any receiver or any trustee for itself or for any substantial part of its property; or the commencement of any proceeding relating to LESSEE under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute or similar law or statute of any jurisdiction, whether now or hereafter in effect.
- 9.4 Violation by LESSEE of any laws or regulations of the United States, or of the State of Alaska, or any conditions of any permits issued by agencies of the City of Bethel, the State of Alaska or of the United States Government applicable to LESSEE's use of the Leased Land, pursuant to the regulations of such agencies, for a period of thirty (30) days after written notice specifying such violation has been given by the agency charged with the enforcement of such laws, regulations or permits to LESSEE; provided, however, if such violation be such that it cannot be corrected within the applicable period, it shall not constitute an act of default if corrective action is instituted by LESSEE within the applicable period and diligently pursued until the violation is corrected. Furthermore, if LESSEE shall contest such alleged violation through appropriate judicial or administrative channels, the time period specified herein shall not commence until such proceedings are finally determined provided such proceedings are diligently pursued; provided, however, that any such extension of time shall not be effective if the effect of the interim administrative or judicial action is to cause a stoppage, interruption or threat to the activities of any person or entity other than those of LESSEE.
- 9.6 Failure of LESSEE to maintain its operations within the Leased Land or to keep the public rights of way clear.
- 9.7 Failure of LESSEE to operate an educational facility on the Leased Land for a period of One Hundred Eighty (180) calendar days.

#### **ARTICLE 10 – REMEDIES FOR DEFAULT BY LESSEE**

Whenever an act of default by LESSEE shall have occurred, and any applicable period for giving notice and any opportunity to cure shall have expired, CITY shall have the following rights and remedies all in addition to any rights and remedies that may be given to CITY by statute, common law or otherwise:

- 10.1 CITY may distain for rent due any of LESSEE's personal property which comes into CITY's possession. This remedy shall include the right of CITY to dispose of personal property distained in any commercially reasonable manner. It shall be conclusively presumed that compliance with the procedures set forth in the Alaska Uniform Commercial Code (AS 45.29.601-.628) with respect to sale of property shall be a commercially reasonable disposal.

- 10.2 CITY may re-enter the Leased Land and take possession thereof and, except for any personal property of LESSEE which CITY has waived its right to distain under Article 10.1 above, remove all personal property of LESSEE from the Leased Land. Such personal property may be stored in place or may be removed and stored in a public warehouse or elsewhere at the cost of LESSEE all without service of notice or resort to legal process, all of which LESSEE expressly waives.
- 10.3 In addition to the above, CITY may if applicable:
- a) Declare this LEASE terminated;
  - b) Collect any and all rents due or to become due;
  - c) Recover from LESSEE, whether this LEASE be terminated or not, reasonable attorney's fees and all other expenses incurred by CITY by reason of the breach or default by LESSEE;
  - d) Recover an amount to be due immediately on breach equal to the unpaid rent for the entire remaining term of this LEASE;
  - e) Recover all damages incurred by CITY by reason of LESSEE's default or breach including, but not limited to, the cost of recovering possession of the Leased Land, expenses of re-letting including costs of necessary renovation and alteration of the premises, reasonable attorney's fees and any real estate commissions actually paid;
  - f) Remove or require the removal of any improvements constructed without CITY approval or constructed contrary to site development plans approved by CITY and recover all costs and expense incurred by CITY to remove violating improvements.
- 10.4 If LESSEE does not immediately surrender possession of the Leased Land after termination by CITY and upon demand by CITY, CITY may forthwith enter into and upon and repossess the Leased Land and expel LESSEE without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.
- 10.5 No expiration or termination of this LEASE shall expire or terminate any liability or obligation to perform of LESSEE's which arose prior to the termination or expiration except insofar as otherwise agreed to in this LEASE.
- 10.6 Each right and remedy of CITY provided for in this LEASE shall be cumulative and shall be in addition to every other right or remedy provided for in this LEASE or now, or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by CITY of any one or more of the rights and remedies provided for in this LEASE or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this LEASE or now or thereafter existing at law, or in equity or by statute or otherwise.

- 10.7 No delay or omission to exercise any right or power accruing following an act of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

#### **ARTICLE 11 – TITLE TO IMPROVEMENTS INSTALLED BY LESSEE**

- 11.1 *Real Property Improvements.* All improvements constructed by LESSEE on the Leased Land or on easements to or from the same, such as buildings, warehouses, conveyor systems, ditches, sewer lines, water lines, dikes or berms and similar improvements, shall remain the property of LESSEE upon termination of this LEASE for any reason and shall be removed within a reasonable period of time. In no event shall improvements be left on the property for a period of time to exceed one-year. For each month beyond the LEASE Term where LESSEE's improvements remain on the Leased Land, the LESSEE shall pay to CITY a monthly rent calculated per a fair market rent assessment of the property.
- 11.2 *Personal Property.* Any other provisions of this LEASE to the contrary notwithstanding, LESSEE, upon termination of this LEASE for any reason, may, but need not, promptly remove, in no event later than sixty (60) days from the termination of the LEASE, trade fixtures and equipment from the Leased Land provided that LESSEE shall repair any damages to the Leased Land caused by such removal.

#### **ARTICLE 12 – ASSIGNMENT OR SUBLEASE**

- 12.1 *Assignment of Lease or Subleasing.* The rights and duties created by the LEASE are personal to LESSEE and CITY has granted the LEASE in reliance upon the individual character and financial capability of LESSEE. Therefore, LESSEE shall not assign or sublease this LEASE without CITY's prior written consent, in CITY's sole discretion. LESSEE may sublease a portion of the Leased Land or buildings or improvements located thereon only with CITY's prior written consent, which consent shall be granted if:
- a) The use of the Leased Land by the proposed sub-lessee is compatible with the use of adjacent lands;
  - b) The proposed use is a permitted use under the then existing zoning, regulations and comprehensive land use plan;
  - c) LESSEE has made a written request to sublease a portion of the Leased Land or buildings or improvements located thereon and provided CITY with a copy of the sublease agreement. The sublease agreement shall state that it is subject to and subordinate to this LEASE and any amendments thereto;
  - d) The sub-lessee shall agree to defend, indemnify and hold harmless the CITY, its officials, employees, and agents, from any and all liability or claims for damages, including personal injuries, death and property damage arising out of or resulting from sub-lessee's use of the Leased Land by themselves, their agents, contractors, guests or the public, except for damages arising from the sole negligence or willful acts or omissions of CITY, its officials, employees, agents, or contractors;

- e) LESSEE's full faith and credit shall remain obligated under this LEASE as though the sublease had not taken place;
- f) The sub-lessee assumes and agrees in writing to pay and perform all of the obligations of LESSEE hereunder including, without limitation, Article 17 Environmental Concerns; and
- g) The sub-lessee has a credit-worthiness demonstrated to be equal to or better than LESSEE and has operating experience suitable to manage any facilities located on the Leased Land.

### **ARTICLE 13 – LESSEE'S DUTY TO DEFEND/INDEMNIFY**

LESSEE shall defend, indemnify and hold harmless CITY, its officials, employees, agents, and contractors from any and all liability or claims for damages, including personal injuries, environmental damage, death and property damage arising out of or resulting from LESSEE's use of the Leased Land or the use of the Leased Land by LESSEE's sub-lessees, assignees, agents, contractors or the public, except for damages arising from the sole negligence or willful acts or omissions of CITY, its officials, employees, agents, or contractors. If any action or proceeding is brought against LESSEE by reason of any such occurrence, LESSEE shall notify CITY promptly in writing of such action or proceeding.

### **ARTICLE 14 – INSURANCE**

**14.1 *Minimum Insurance Requirements.*** Prior to commencement of the Lease Term or LESSEE'S occupancy of the Leased Land, LESSEE shall procure and maintain, at LESSEE's sole cost and expense, comprehensive commercial general liability insurance with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000) for all injuries and/or deaths resulting to any one person and ONE MILLION DOLLARS (\$1,000,000) limit from any one occurrence. The comprehensive commercial general liability insurance shall include coverage for personal injury, bodily injury, and property damage or destruction. Contractual liability insurance coverage in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) is also required.

LESSEE shall obtain owned and non-owned automobile liability insurance with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

LESSEE shall also maintain workers' compensation insurance as required under Alaska law.

The minimum amounts and types of insurance provided by LESSEE shall be subject to revision at the sole discretion of CITY in accordance with standard insurance practices, in order to provide continuously throughout the term of this LEASE and any extensions hereof, a level of protection consonant with good business practice and accepted standards in the industry. Such factors as changes in the type of or extent of use of the Lease Land, increases in the cost of living, inflationary pressures, and other considerations, shall be utilized in assessing whether the minimum insurance

requirements should be increased. CITY shall notify LESSEE of any required increase in insurance coverage.

All insurance policies shall provide for thirty (30) days' notice of cancellation and/or material change to be sent to CITY at the address designated in Article 31 of this LEASE. All such policies shall be written by insurance companies legally authorized or licensed to do business in the State of Alaska and acceptable to CITY (Best's Rating B+ or better). CITY shall be listed as an additional insured under all insurance policies. LESSEE shall furnish CITY, on forms approved by CITY, certificates evidencing that it has procured the insurance required herein prior to the occupancy of the Leased Land or operation by LESSEE.

Insurance policy deductibles are subject to approval by CITY. Nothing herein contained shall prevent LESSEE or CITY from placing and maintaining at CITY's or LESSEE's own individual cost and expense, additional or other insurance as may be desired. The minimum insurance requirements under this LEASE shall not act to limit LESSEE's liability for any occurrence and shall not limit LESSEE's duty to defend and indemnify CITY for claims related to this LEASE or the Leased Land.

- 14.2 *Subrogation Rights Waived.* To the extent permitted by law, LESSEE hereby releases CITY, its elected and appointed officials, employees and volunteers and others working on behalf of CITY from any and all liability or responsibility to LESSEE or anyone claiming through or under LESSEE by way of subrogation or otherwise, for any loss of any kind (including damage to property caused by fire or any other casualty), even if such loss shall have been caused by the fault or negligence of the CITY, its elected or appointed officials, employees or volunteers or others working on behalf of the CITY. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of LESSEE's occupancy or use (including LESSEE's occupancy or use prior to the Effective Date of this LEASE), and LESSEE's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of LESSEE to recover thereunder except as against CITY (including its elected and appointed officials, employees and volunteers and others working on behalf of CITY) during the time of LESSEE's occupancy or use. LESSEE agrees that its policies of insurance will include such a clause or endorsement.

## **ARTICLE 15 – CONDEMNATION**

If all or any part of the Leased Land is condemned for a public use by any government agency or other duly authorized entity, CITY and LESSEE shall each make a claim against the condemning or taking authority for the amount of any damage incurred by or done to them respectively as a result of the taking. Neither LESSEE nor CITY shall have any rights in or to any award made to the other by the condemning authority; provided, that in the event of a single award to CITY which includes specific damages for loss of LESSEE's leasehold interest, CITY shall transmit to LESSEE the amount of such specific damages so found, if any.

If part but not all of the Leased Land is condemned for public use, LESSEE shall make a good faith determination as to whether or not the taking of the part of the Leased Land designated for condemnation will prevent it from continuing to operate on the Leased Land. If LESSEE determines in good faith that the condemning of such part of the Leased Land will prevent it from continuing to operate on the Leased Land, LESSEE may notify CITY in writing to

this effect, and this LEASE shall then be terminated for all purposes effective fifteen (15) days from the date LESSEE sends such notice to CITY, or at such other later date as LESSEE shall specify in its notice, and such termination shall be treated in the same manner as a termination at the expiration of the term of this LEASE. LESSEE shall, as a condition precedent to such termination, remove all encumbrances, debts and liens to which the Leased Land is subject. If at the time of such partial taking for public use, LESSEE determines that such partial taking will not prevent it from continuing to operate, and then LESSEE and CITY shall negotiate an equitable and partial abatement of the rent beginning to be effective on the actual date when LESSEE is effectively prevented from utilizing the condemned land.

## ARTICLE 16 – MAINTENANCE AND REPAIRS

16.1 *Normal Maintenance.* During the entire term of this LEASE and every extension hereof, if any, LESSEE shall, at LESSEE's sole cost, risk and expense, maintain the Leased Land, including any improvements existing or placed thereon by LESSEE, in as good condition as received or constructed by LESSEE, subject to normal, non-abusive use. CITY, at CITY's sole option and expense, may, prior to the commencement of construction by LESSEE, perform maintenance and preventative work on the Leased Land, exclusive of improvements placed thereon by LESSEE, in order to prevent erosion, mitigate damage to plants and animals, or prepare the Leased Land for eventual development by LESSEE or others by grading, filling or contouring the Leased Land. Any such work performed by CITY shall be at CITY's sole expense and risk unless LESSEE agrees, in advance and in writing, to share such expense and risk. LESSEE shall maintain in first class condition at all times all fire, pollution and other protective equipment, if any are placed on Leased Land.

16.2 *Safety Issues.* CITY may notify LESSEE in writing of any deficiencies in the performance of LESSEE's maintenance responsibilities as they relate to public health or safety and LESSEE shall promptly within ten (10) days of receipt of such notice advise CITY in writing of its proposed schedule for performance of any work necessary to cure such deficiencies.

If such deficiencies relate to the safety of LESSEE's operation such that the surrounding land and facilities are exposed to risk, unnecessary potential hazards, or a risk to the public interest (as distinguished from a business risk), or if CITY is not satisfied with the proposed schedule of repairs either because of the delays therein or the scope of the repairs, then CITY may engage an independent engineering consultant who shall furnish to CITY a comprehensive survey and report for the purpose of establishing both the need and urgency to perform such maintenance work. As soon as practicable following receipt of said engineer's determinations and recommendations, if the report requires repair then LESSEE shall pay the cost of the report and perform such work in accordance therewith at LESSEE's cost, risk and expense.

16.3 *Updating or Improvements.* If any facility or service provided by CITY to the Leased Land shall become inadequate due to changes in environmental control standards or should any facility require updating or improvement by reason of a change in LESSEE's use of the Leased Land or operations there from, LESSEE shall either construct such improvements at LESSEE's own cost or reimburse CITY for such work at the option of CITY.

## ARTICLE 17 – ENVIRONMENTAL CONCERNS

### 17.1 Hazardous Materials.

- a) *Condition of Site.* LESSEE has had full opportunity to examine the site for the presence of any Hazardous Material and accepts the site in "as is" condition. LESSEE may elect, at LESSEE's sole cost, to conduct a baseline soils test prior to execution of this LEASE.
- b) *Release of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE releases CITY from any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising prior to, during, and after the term of this LEASE, and resulting from the use, keeping, storage or disposal of Hazardous Material on the Leased Land by LESSEE or its predecessors in interest, or arising out of or resulting from LESSEE's operations at the Leased Land or the operations of its predecessors in interest at the Leased Land except for those claims arising out of CITY's sole negligence or intentional misconduct. This release includes, without limitation, any and all costs incurred due to any investigation of the Leased Land or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision or by law or regulation.
- c) *Use of Hazardous Materials on the Site.*
  - i) LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Land except for such Hazardous Material as is necessary to conduct LESSEE's authorized use of the Leased Land.
  - ii) Any Hazardous Material permitted on the Leased Land as provided in this paragraph, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all Environmental Laws or other laws or regulations applicable to such Hazardous Material.
  - iii) LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, ground water, sewer system or any body of water, if such material (as reasonably determined by the City, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the (a) health, welfare or safety of persons, whether located on the Leased Land or elsewhere; or (b) condition, use or enjoyment of the Leased Land or any other area or personal property.
  - iv) LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept or brought on the Leased Land by LESSEE, its authorized representatives and invitees, and LESSEE shall give immediate notice to CITY of any violation or potential violation of the provisions of this subparagraph.

- d) *Indemnification of CITY.* Any other provision of this LEASE to the contrary notwithstanding, LESSEE shall defend, indemnify and hold CITY harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:
- i) The presence, disposal, release or threatened release of any such Hazardous Material which is on or from the Leased Land, soil, water, ground water, vegetation, buildings, personal property, persons, animals or otherwise;
  - ii) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material or any use of the Leased Land;
  - iii) Any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material or any use of the Leased Land; and/or
  - iv) Any violation of any laws applicable thereto; provided, however, that this Article 17.1(d) shall apply only if the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (1) occur prior to or during the term of this LEASE; and (2) arise in whole or in part from the use of, operations on, or activities on the Leased Land by LESSEE or LESSEE's predecessors in interest, employees, agents, invitees, contractors, subcontractors, authorized representatives, subtenants or any other persons. The provisions of this subparagraph shall be in addition to any other obligations and liabilities LESSEE may have to CITY at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this LEASE.
- e) *Operator.* For all purposes, LESSEE shall be deemed the operator of any facility on the Leased Land.
- f) *Hazardous Material Defined.* As used in this LEASE, Hazardous Material is any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any Environmental Law. Hazardous Material includes any and all material or substances which are defined as industrial waste hazardous waste, extremely hazardous waste or a hazardous substance under any Environmental Law. Notwithstanding any statutory petroleum exclusion, for the purposes of this LEASE, the term Hazardous Material includes, without limitation, petroleum, including crude oil or any fraction thereof, petroleum soaked absorbent material and other petroleum wastes.
- g) *Environmental Law Defined.* As used in this LEASE, Environmental Laws include any and all local, state and federal ordinances, statutes, and regulations, as now in force or as may be amended from time to time, relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same. Environmental Laws include, by way of example and

not as a limitation of the generality of the foregoing, Alaska Statutes Title 46, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Water Act, and the Superfund Amendments and Reauthorization Act of 1986.

#### 17.2 *Permits and Reporting.*

- a) *Permits Required by Other Governmental Agencies.* LESSEE shall obtain all permits or approvals required by any applicable law or regulation. Copies of all such permits shall be provided to CITY prior to LESSEE commencing work under this LEASE. LESSEE shall promptly make all reports to any federal, state or local government or agency required by any permit or Environmental Law, including reports of any spill or discharge of Hazardous Material. The CITY, through the City Manager, may order LESSEE to immediately cease any operations or activities on the Leased Land if the same is being carried out without necessary permits, in violation of the terms of any permit or Environmental Law, or contrary to this LEASE.
- b) *Correspondence With and Reports to Environmental Agencies.* LESSEE shall immediately provide CITY with copies of all correspondence and notice, including copies, of all reports between LESSEE and any state, federal or local government or agency regulating Hazardous Material which relates to LESSEE's operations on or use of the Leased Land.

### **ARTICLE 18 – ESTOPPEL CERTIFICATES**

Either party shall at any time and from time to time upon not less than ten (10) days prior written request by the other party, execute, acknowledge, and deliver to such party, or to its designee, a statement in writing certifying that this LEASE is un-amended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

### **ARTICLE 19 – CONDITIONS AND COVENANTS**

All the provisions of this LEASE shall be construed to be "conditions" as well as "covenants," as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

### **ARTICLE 20 – NO WAIVER OF BREACH**

No failure by CITY to insist upon the strict performance by the other of any term, covenant or condition of this LEASE or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this LEASE, but each and every term, covenant and condition of this LEASE shall continue in full force and effect with respect to any other then existing or subsequent breach.

**ARTICLE 21 – TIME OF THE ESSENCE**

Time is of the essence of this LEASE and of each provision.

**ARTICLE 22 – COMPUTATION OF TIME**

The time in which any act provided by this LEASE is to be done by shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded.

**ARTICLE 23 – SUCCESSORS IN INTEREST**

Each and all of the terms, covenants and conditions in this LEASE shall inure to the benefit of and shall be binding upon the successors in interest of CITY and LESSEE.

**ARTICLE 24 – ENTIRE AGREEMENT**

This LEASE contains the entire agreement of the parties with respect to the matters covered by this LEASE, and no other agreement, statement or promise made by any party which is not contained in this LEASE shall be binding or valid.

**ARTICLE 25 – GOVERNING LAW**

This LEASE shall be governed by, construed and enforced in accordance with the laws of the State of Alaska and the City of Bethel. The terms of this LEASE are subject in all respects to the Code of Ordinances of CITY in effect on the date of this LEASE, and as they may be hereafter amended. Venue for any dispute related to this Lease shall lie exclusively with the courts for the Fourth Judicial District for the State of Alaska, at Bethel, Alaska.

**ARTICLE 26 – PARTIAL INVALIDITY**

If any provision of this LEASE is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**ARTICLE 27 – RELATIONSHIP OF PARTIES**

Nothing contained in this LEASE shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between CITY and LESSEE; and neither the method of computation of rent, nor any other provisions contained in this LEASE nor any acts of the parties, shall be deemed to create any relationship between CITY and LESSEE other than the relationship of lessee and lessor.

## **ARTICLE 28 – INTERPRETATION**

The language in all parts of this LEASE shall in all cases be simply construed according to its fair meaning and not for or against CITY or LESSEE as both CITY and LESSEE have had the opportunity to seek assistance of counsel in drafting and reviewing this LEASE.

## **ARTICLE 29 – CAPTIONS**

Captions of the articles, paragraphs and subparagraphs of this LEASE are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this LEASE.

## **ARTICLE 30 – AMENDMENT**

This LEASE is not subject to amendment except in writing executed by both parties hereto.

## **ARTICLE 31 – NOTICES**

All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses stated in this Article and to such other persons and addresses as either party may designate.

Notice by mail shall be deemed to have been given at the time of mailing.

All notices, demands and requests from LESSEE to CITY shall be given to CITY at the following address:

City Manager  
CITY OF BETHEL  
Post Office Box 1388  
Bethel, Alaska 99559

With copy to:  
City of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559-1388

All notices, demands or requests from CITY to LESSEE shall be given to LESSEE at the following address:

Yuut Elitnaurviat – Peoples Learning Center  
Attn: Executive Director  
PO Box 869  
Bethel AK 99559-0869

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Article.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the dates herein set forth.

**CITY:**

**CITY OF BETHEL**

**LESSEE:**

**YUUT ELITNAURVIAT**

\_\_\_\_\_

\_\_\_\_\_

By: Peter A. Williams

By: \_\_\_\_\_

Its: CITY MANAGER

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# ***New Business***

---

Introduced by: City Manager Williams  
Introduction Date: October 10, 2017  
Public Hearing:  
Action:  
Vote:

## CITY OF BETHEL, ALASKA

### Ordinance #17-45

#### AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING FEES AND CHARGES RELATED TO PLANNING SERVICES FOR TALL TOWERS

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

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

**Section 2. Amendment:** The Fees and Charges schedule is hereby amended, new language is underlined and old language is stricken.

<b>TALL TOWERS</b>	<b>FEES/CHARGES</b>
<u>Advertising</u>	<u>\$275</u>
<u>Re-Advertising Fee</u>	<u>\$325</u>
<u>Revision Following Advertising</u>	<u>\$350</u>
<u>Conditional Use Permit</u>	<u>\$750</u>
<u>Public Hearing</u>	<u>\$1,000</u>
<u>Change to Future Land Use Map</u>	<u>\$800</u>
<u>Special Use Permit</u>	<u>\$750</u>
<u>Variance</u>	<u>\$750</u>

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

**ENACTED THIS \_\_\_ DAY OF OCTOBER 2017, BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
Lori Strickler, City Clerk

## City of Bethel Action Memorandum

Action memorandum No.	17-61		
Date action introduced:	October 10, 2017	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Alyssa Gustafson to the Public Works Committee for a term of three years, with a term ending December 31, 2019.

Attachment(s): None

<b>Amount of fiscal impact:</b>		<b>Account information:</b>
X	No fiscal impact	

The Public Works Committee has a total of four vacancies, two of them are alternate seats. Alyssa Gustafson is requesting appointment and if approved will fill one of the two full seat vacancies.

## City of Bethel Action Memorandum

Action memorandum No.	17-62		
Date action introduced:	October 10, 2017	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Re-appointment of Committee and Commission Members for a term of three years.

Attachment(s): None

<b>Amount of fiscal impact:</b>		<b>Account information:</b>
X	No fiscal impact	

### Parks, Recreation, Aquatic Health and Safety Committee Reappointments

Committee Member Brian Lefferts is requesting reappointment to the Parks, Recreation, Aquatic Health and Safety Committee as his term will end December 31, 2017. If approved for reappointment the new term will be from January 1, 2018 to December 31, 2020.

### Port Commission Reappointments

Commission Member Richard Pope is requesting reappointment to the Port Commission as his term will end December 31, 2017. If approved for reappointment the new term will be from January 1, 2018 to December 31, 2020.

## City of Bethel Action Memorandum

Action memorandum No.	17-63		
Date action introduced:	October 10, 2017	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Monroe Tyler to the Public Safety and Transportation Commission for a term of three years, with a term ending December 31, 2019.

Attachment(s): None

<b>Amount of fiscal impact:</b>		<b>Account information:</b>
X	No fiscal impact	

The Public Safety and Transportation Commission has a total of three vacancies, two of them are alternate seats. Monroe Tyler is requesting appointment and if approved will fill the full seat vacancy.

City of Bethel Action Memorandum

Action memorandum No.	AM 17-64		
Date action introduced:	October 10, 2017	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:	<input type="checkbox"/>		<input type="checkbox"/>

**Action Title**

Direct Administration to sign the Obligating Award Document to accept \$126,055 in funding from Alaska Division of Homeland Security and Emergency Management for the purchase of GIS Mapping services, repeaters for radios, and two ALERRT active shooter training courses.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	<i>PW</i>	<i>will benefit more than our dept.</i>
<input checked="" type="checkbox"/>	Police	<i>PW</i>	
<input checked="" type="checkbox"/>	Finance	<i>PW</i>	

**Attachment(s):** Grant Award letter to the City; Obligating Award Document (Grant Agreement); Memo from Attorney Patty Burley on Grant Agreement terms.

Amount of fiscal impact:		Account information:
X	No fiscal impact	71-52-any
	Funds are budgeted.	
	Funds are not budgeted.	

**Summary Statement**

The City of Bethel applied for funding from the Alaska Division of Homeland Security and Emergency Management in February 2017. The Division funded half of the City's request for GIS Mapping services (\$55,000) and 100% of its request for three radio repeaters (\$56,055) and sponsorship of an ALERRT training event (\$15,000).

The City attorney read the grant agreement and prepared a Memo summarizing her concerns. The City Manager, Grant Manager, and Attorney discussed the concerns and all agreed that compliance with the terms of the grant could be met by following established protocols. See attorney Memo attached.

As part of the Grant Agreement, the City must complete an Environmental and Historical Preservation Screen Form for two projects: radio repeaters and ALERRT training courses. The six-page form must be accompanied by photos and other supporting documents.



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

## Department of Military and Veterans Affairs

Division of Homeland Security  
and Emergency Management

P.O. Box 5750  
JBER, AK 99505-0750  
Main: 907.428.7000  
Fax: 907.428.7009  
[www.ready.alaska.gov](http://www.ready.alaska.gov)

September 13, 2017

Peter Williams, City Manager  
City of Bethel  
PO Box 1388  
Bethel, AK 99559

RE: 2017 State Homeland Security Program, EMW-2017-SS-00048-S01  
State Grant No.: 20SHSP-GY17

Certified Mail: 9171 9690 0935 0145 1964 74

Dear Mr. Williams:

We received funds from the U.S. Department of Homeland Security under the 2017 State Homeland Security Program. We are pleased to award the City of Bethel the amount of \$126,055.00 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions as articles have changed to incorporate the provisions of 2 CFR Part 200. All changes to these items will be discussed at the 2017 Grant Kick-Off Meetings. Participation at a Kick-Off Meeting is required.

Please review Project Budget Details for Environmental and Historical Preservation (EHP) requirements and approved project specifics. As a reminder, all procurement transactions must be conducted in a manner providing full and open competition. To ensure this, we require a Procurement Method Report with every expense (with the exception of local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant and pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

Enclosed are two pre-signed Obligor Award Documents (OADs). Please review the information for accuracy and review any Special Conditions. Sign both OADs, keep one original for your records, and return the other original within 30 days of jurisdiction receipt to:

State Administrative Agency Point of Contact  
PO Box 5750  
JBER, AK 99505

Mr. Williams  
September 13, 2017  
Page 2 of 2

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants.htm>.

If signatory points of contacts have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Bill Dennis, at (907) 428-7089 or by email at [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov).

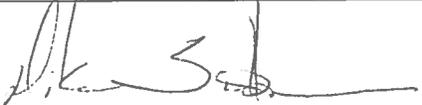
Sincerely,



Michael J. Sutton  
Deputy Director

Enclosure(s): (2 originals) Obligating Award Document  
Project Budget Details Report  
EHP Screening Form

cc: John Sargent, Jurisdiction Project Manager  
Jim Chevigny, Jurisdiction Chief Financial Officer

<b>State of Alaska</b>						Page 1 of 7	
<b>Division of Homeland Security and Emergency Management</b>						FEDERAL AWARD DATE	
Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						August 29, 2017	
						FEDERAL GRANT PROGRAM	
						2017 State Homeland Security Program	
<b>OBLIGATING AWARD DOCUMENT</b>						FEDERAL GRANT NUMBER	
						EMW-2017-SS-00048-S01	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA: 97.067	
City of Bethel PO Box 1388 Bethel, AK 99559		FROM:	September 01, 2017	AMENDMENT #:		AWARD AMOUNT	
		TO:	September 30, 2019	EFFECTIVE DATE:		\$126,055.00	
		STATE PROGRAM NUMBER				20SHSP-GY17	
DUNS NUMBER		082508458		FUNDING ALLOCATION			
EIN		92-6001644		PLANNING	\$55,000.00	EXERCISE	
METHOD OF PAYMENT		Electronic		TRAINING	\$15,000.00	EQUIPMENT	\$56,055.00
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
See Attached							
AGENCY INFORMATION							
ADDRESS Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750		WEBSITE		http://ready.alaska.gov			
		EMAIL		mva.grants@alaska.gov			
		PHONE		907-428-7000			
		FAX		907-428-7009			
STATE PROJECT MANAGER		PHONE		FAX		EMAIL	
Bill Dennis		(907) 428-7089		(907) 428-7009		bill.dennis@alaska.gov	
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
Michael J. Sutton, Deputy Director				Peter Williams, City Manager			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE 9/13/17				DATE
FOR STATE USE ONLY							
Division File Number:		1.6.10.2		Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	17 SHSP BET	2SHSP2017	GYSHSP

## Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129.

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.

(H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements

2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

2. Cost Principles

2 CFR Part 200 Subpart E *Cost Principles*  
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>

3. Audit Requirements

2 CFR Part 200 *Subpart F Audit Requirements*  
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>

- a. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
- b. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit

Coordinator shall be subject to the following grant payment restrictions:

- 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
  - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
  - 3) Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
  - 4) DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
  - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
  - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
- a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
5. Conflict of Interest  
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
- a. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
  - b. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
  - c. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements  
28 CFR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements  
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits  
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
11. Reducing Text Messaging while Driving  
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
12. Reporting of Matters Related to Recipient Integrity and Performance  
If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.
13. Reporting Subawards and Executive Compensation  
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.



# Project Budget Details Report

2017 State Homeland Security Program Grant / SHSP

**Bethel, City of**

Reported Category = ALL.    Reported Revision = 0 of 0.

PBD#	Expense Category	Solution Area	Discipline	Qty	Budgeted Cost	Amt Spent	PBD#	PBD#	Balance
1	Plan.Org	Prog: Dev,Coord,Imp,Eval	EMA						
EHP					State				
<input type="checkbox"/> EHP					Federal	<b>\$55,000.00</b>			\$55,000.00
<b>Item:</b> GIS Mapping project									
<b>Description:</b> The GIS Mapping project entails the collection of photo images, survey data, and various professional services that result in digital photos with boundary lines available on computer and for use by the City's E-911 system and Arc GIS software.									

2	Equipment	Interop.Communications	LE						
EHP					State				
<input checked="" type="checkbox"/> EHP					Federal	<b>\$56,055.00</b>			\$56,055.00
<b>Item:</b> Repeaters for Radios									
<b>Description:</b> Purchase and Installation of three repeaters to improve radio transmissions in Bethel.									

3	Training	Course: Dev,Del,Eval	LE						
EHP					State				
<input checked="" type="checkbox"/> EHP					Federal	<b>\$15,000.00</b>			\$15,000.00
<b>Item:</b> ALERRT Training									
<b>Description:</b> Conduct two ALERRT (active shooter response) training courses in Bethel, and will be open to officers from regional communities.									

Adjusted Grant Award	
State	
Federal	<b>\$126,055.00</b>
<b>Total Budgeted Allocated (Fed &amp; State)</b>	<b>\$126,055.00</b>

PBD Total Allocations:		
State		
Federal	<b>\$126,055.00</b>	
Total Expenses:		
State		
Federal		
Summary Balance:		
State		
Federal	<b>\$126,055.00</b>	
PBD Non-Budgeted Funds:		<b>\$0.00</b>

## SHSP Program Terms and Conditions

The total allocation of the 2017 State Homeland Security Program awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$3,752,000.00 under *Federal Grant EMW-2017-SS-00048-S01, CFDA# 97.067*. The City of Bethel has been awarded \$126,055.00, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is September 1, 2017 through September 30, 2019. Project conditions must be completed by this date. The City of Bethel cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

**(A) Changes to Award:** All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

**(B) Reporting Requirements:** The City of Bethel shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the project manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms will not be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	09/01/2017-09/30/2017	Waived
2	10/01/2017-12/31/2017	01/20/2018
3	01/01/2018-03/31/2018	04/20/2018
4	04/01/2018-06/30/2018	07/20/2018
5	07/01/2018-09/30/2018	10/20/2018
6	10/01/2018-12/31/2018	01/20/2019
7	01/01/2019-03/31/2019	04/20/2019
8	04/01/2019-06/30/2019	07/20/2019
9	07/01/2019-09/30/2019	10/20/2019
10	Final Report	11/15/2019

**Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.**

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

**(C) Signatory Requirements:** The primary signatory official, project manager and financial officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the project manager, signatory official and the financial officer must be three different signatures.

**(D) Reimbursements:** Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report* and documentation of payment must be included.

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of Bethel shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.

- **Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the Procurement Method Report for specific requirements.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities.

**(E) Non-reimbursable Expenses:**

- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

**(F) Property and Equipment Management:** The City of Bethel shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each June 20 with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 44 CFR Part 13, sections 13.31 and 13.32. For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

**(G) Procurement:** A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

**(H) Contracts:** Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

**(I) Use of DHS Seal, Logo and Flags:** All subrecipients must obtain DHS&EM approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags of likenesses of Coast Guard officials.

**(J) Publications and Copyright:** All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations) Publications created with funding under this grant should prominently contain the following statement: *This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the*

authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.

**(K) Acknowledgement of Federal Funding:** All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**(L) Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**(M) False Claims Act and Program Fraud Civil Remedies:** All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**(N) Recordkeeping Requirements:** Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

**(O) Performance Measures:** Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

**(P) Subrecipient Monitoring Policy:** Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of Bethel's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook at <http://ready.alaska.gov/grants>.

**(Q) Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of Bethel of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of Bethel must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

**(R) Termination for Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of Bethel stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of Bethel only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

**(S) Termination for Convenience:** Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

**(T) Project Implementation:** Due to the competitiveness of the 2017 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should provide notice to DHS&EM, stating the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

**(U)** The City of Bethel shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2017 Homeland Security Grant Program (HSGP) Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the City of Bethel certifies it has read, understood and accepted these documents as binding.

**(V)** No funds will be reimbursed until City of Bethel fiscal and programmatic representatives attend a 2017 Grant Kick-Off Meeting to be held throughout the state in October, 2017. Activity towards grant acceptance and projects may take place prior to Kick-Off meeting attendance.

**(W)** The City of Bethel must complete a Quarterly Activities Plan by January 20, 2018. Information on this requirement will be emailed and provided at 2017 Grant Kick-off meetings

**(X)** The City of Bethel must complete/update the Alaska Assessment annually by December 31.

**(Y)** The City of Bethel must have programmatic jurisdictional representatives at the annual DHS&EM Multiyear Training and Exercise Plan Workshop (TEPW).

(Z) The signature of the signatory officials on this award attests to the City of Bethel's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2017, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility.

**Special Conditions**

(A) The City of Bethel shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The City of Bethel must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the City of Bethel must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the City of Bethel will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. The City of Bethel must submit an Environmental Historic Preservation (EHP) Statement of Work Request for the following project(s):

1. Repeaters for Radios
2. ALERRT Training

***We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.***

\_\_\_\_\_  
*Project Manager's Signature*

\_\_\_\_\_  
*Chief Financial Officer's Signature*

\_\_\_\_\_  
*Signatory Official's Signature*



OMB Control#: 1660-0115  
Expiration Date: 01/31/2017  
FEMA Form: 024-0-1

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY  
MANAGEMENT AGENCY (FEMA) ENVIRONMENTAL AND HISTORIC  
PRESERVATION SCREENING FORM

**Directions for completing this form:** This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. *Be advised that completion of this form does not complete the EHP review process.* You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

*There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, tabletop exercises and functional exercises, or purchase of mobile and portable equipment where no installation is needed.* The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: at <http://www.fema.gov/media-library/assets/documents/85376>.

This form should be completed electronically. *Submit completed form through your grant administrator who will forward it to [GPDEHPInfo@dhs.gov](mailto:GPDEHPInfo@dhs.gov).* Please use the subject line: *EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).*

**Alaska: Local jurisdictions will send the completed form to [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov), or DHS&EM, Attn: Grants Section, P.O. Box 5750, JBER, AK 99505.**

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**Paperwork Burden Disclosure Notice**

Public reporting burden for this form is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

**SECTION A. PROJECT INFORMATION**

DHS Grant Award Number:.....

Grant Program:.....

Recipient:..... Military and Veterans Affairs, Alaska Department of

Recipient POC:..... Bill Dennis

Mailing address:..... PO Box 5750, JBER, AK 99505

E-mail:..... mva.grants@alaska.gov

Subrecipient:.....

Subrecipient POC:.....

Mailing address:.....

E-mail:.....

Estimated cost of project:.....

Project title: \_\_\_\_\_

Project location (physical address or latitude-longitude): \_\_\_\_\_

**Project Description.** Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. ( Include who it's for, what it is, where it is located, why it is needed and how it will benefit the community) If multiple sites are involved, provide the summary for each site:

\_\_\_\_\_

**SECTION B. PROJECT TYPE**

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

- 1.  **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
- 2.  **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
- 3.  **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4.  **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5.  **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6.  **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7.  **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

## SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1.  **Purchase of equipment.** If the entire project is limited to purchase of *mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
  - a. Specify the equipment, and the quantity of each:
  - b. Provide the Authorized Equipment List (AEL) number(s) (if known):
  - c. Complete Section D.
  
2.  **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
  - a. Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required):.....
  - b. Provide the location of the training (physical address or latitude-longitude):
  - c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? For further information refer to policy guidance at <http://www.fema.gov/media-library/assets/documents/85376>:.....  Yes  No
    - If Yes, provide the name of the facility and the facility point of contact (name, telephone number, and email address):
    - If No, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates):.....

d. Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities?.....  Yes  No

• If Yes, explain any differences between the proposed activity and Those that were approved in the past, and the reason(s) for the change in scope:.....

• If No, provide reference to previous exercise (e.g., FEMA grant name, number, and date):.....

e. Would any equipment or structures need to be installed to facilitate training?.....  Yes  No

• If Yes, complete Section D

3.  **Renovations/upgrades/modifications, or physical security enhancements to existing structures.**

a. Complete Section D.

4.  **Generator installation.**

a. Provide capacity of the generator (kW):.....

b. Identify the fuel to be used for the generator (diesel/propane/natural gas):.....

c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator):.....

d. Complete Section D.

5.  **New construction/addition.**

a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, storm-water features, etc.):.....

b. Provide technical drawings or site plans of the proposed project:.....  Attached

c. Complete Section D.

6.  **Communication towers, antennas, and related equipment.**

a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment):.....

b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment:.....

**Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.**

Information regarding National Historic Preservation Act Section 106 Review Requirements for Communications Facilities and information on EHP requirements for communications towers is available at:

<http://www.fema.gov/media-library/assets/documents/85376>.

- q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? .....  Yes  No
- If Yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:.....
- r. Complete Section D.
7.  **Other.** Complete this section if the proposed project does not fit any of the categories above.
- a. Provide a complete project description:.....
- b. Complete Section D.

**SECTION D. PROJECT DETAILS**

Complete all of the information requested below.

1.  **Project installation**
- a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:
- \_\_\_\_\_
- b. Would ground disturbance be required to complete the project or training?.....  Yes  No
- If Yes, provide total extent (depth, length, and width) of each ground- disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24” dia. x 4’ deep; trenching 12” x 500’ x 18” deep; 22 fence posts, 12” diameter x 3’ deep, and 2 gate posts, 18” diameter x 3’ deep):
- \_\_\_\_\_
- If Yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):.....
- c. Would the equipment use the existing infrastructure for electrical distribution systems?.....  Yes  No
- If No, describe power source and detail its installation at the site:.....
2.  **Age of structure/building at project site**
- a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:.....
- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):.....

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:.....
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted:.....
  - If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:.....
- e. Would the tower be free-standing or require guy wires?.....  Free standing  Guy wires
  - If guy wires are required, state number of bands and the number of wires per band:.....
  - Explain why a guyed tower is needed to meet the requirements of this project:.....
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)?.....
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating):.....
- h. Describe the frequency and seasonality of fog/low cloud cover:.....
- i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh:.....
- j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site?.....  Yes  No
  - Describe how presence/absence of bird roosts or rookeries was determined:.....
- k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable:.....
- l. Distance to nearest existing telecommunication tower:.....
- m. Have measures been incorporated for minimizing impacts to migratory birds?.....  Yes  No
  - If Yes, describe:.....
- n. Has a Federal Communications Commission (FCC) registration been obtained for this tower?.....  Yes  No
  - If Yes, provide Registration #:.....
  - If No, why?.....
- o. Has the FCC E106 process been completed?.....  Yes  No
- p. Has the FCC Tower Construction Notification System (TCNS) process been completed?.....  Yes  No
  - If Yes, attach the environmental documentation submitted as part of the registration process including use of the Tower Construction Notification System (TCNS), if applicable. FRN#:.....

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area?.....  Yes  No

• If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: .....

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov>.....  Yes  No

• If Yes, identify the name of the historic property, site and/or district and the National Register document number: .....

3.  **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

• Labeled, color, ground-level photographs of the project site: .....  Required

• Labeled, color photograph of each location where equipment would be attached to a building or structure: .....  Required

• Labeled, color aerial photograph of the project site: .....  Required

• Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): .....  Attached

• Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old):.....  Attached

b. Are there technical drawings or site plans available? .....  Yes  No

• If yes, attach:.....  Attached

**Appendix A has guidance on preparing photographs for EHP review**

4.  **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?.....  Yes  No

• If Yes, attach documentation with this form:.....  Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?.....  Yes  No

• If Yes, attach documentation with this form:.....  Attached

c. Was a NEPA document was prepared for this project?.....  Yes  No

- If Yes, what was the decision? (Check one, and please attach):

Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency:.....

Date approved:.....

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# CITY OF BETHEL

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## Memorandum

To: City Manager; Finance Director; Police Chief

CC: Grant Manager

From: Patty Burley, City Attorney

Date: September 26, 2017

Re: Review of Homeland Security Grant Award

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### **Summary**

This is an award based on a specific request for three (3) items:

1. GIS Mapping to enhance our E911 system;
2. Repeaters for Radios; and
3. ALERRT Training

We asked for funding for these specific items and that is what we got. To put the money to something other than the above would require permission from the Grantor.

### **Grant Requirements (Generally)**

- ❖ A representative from the City **must** attend a Grant Kick-Off meeting that will be held in October (date/time/location to be sent at a later date)
- ❖ City must return a **signed** Obligation before October 12, 2017
- ❖ Money must be obligated and spent between September 1, 2017 and September 30, 2019.
- ❖ All request for reimbursement must be submitted no later than **November 14, 2019**.
- ❖ The City has certified that it has an Equal Employment Opportunity Plan in place. The audit from FTA believes our non-discrimination Code language is sufficient. Not sure if Homeland Security will also feel this way.
- ❖ City will have to confirm in writing, in its 1<sup>st</sup> quarterly report, that it will complete all of the activities that were funded within the timeline of the grant (before 9/30/19).
- ❖ All property purchased through this Grant and any **previous** grant, must be kept in asset tracking through the entire life of the property (even for a low-cost item such as a radio).

- 
- ❖ The City of Bethel MUST have a written plan to safeguard all property purchased now or under a previous homeland grant. The plan must cover safeguards from loss, damage and/or theft and maintenance procedures.
  - ❖ The City must submit an inventory report annually of all property, materials, or equipment purchased through the grant this year or in previous years and must submit that report by June 20 of each year.
  - ❖ Before the funds for the Repeaters and for the ALERRT Training will be disbursed, the City MUST an Environmental Historic Preservation (EHP) Statement of Work Request.

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# *Mayor's Report*

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# ***City Manager's Report***

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# ***Management Team Reports***

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## **MEMORANDUM**



DATE: September 29, 2017

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – October 10, 2017 Bethel City Council Meeting

### **U.S. Census Liason**

I accepted the role of Census Liason, as directed by the City Manager. The U.S. Census Bureau is asking cities and counties across America to prepare updated residential address lists prior to Census 2020 data collection. It is in the City of Bethel's interest to participate in this process in order to help ensure an accurate count for Bethel results.

### **Grant Projects**

#### Sewer Lagoon Rehabilitation

Merrell Bros. received their dredging equipment on the August barge. Up to eight personnel have been in Bethel since then to set up the equipment and operate the dredge 24 hours a day, six days a week.

The dredge and giant auger have made exceedingly better progress than expected. Merrell expects to have the contracted amount of sludge (2,792 dry tons) removed by Monday, October 2, 2017. The City applied for and received tacit approval on another \$500,000 grant from Village Safe Water to cover the cost of dredging to reach the original target of 3,000 dry tons. Meanwhile, Merrell reports that there is more sludge around the jetty than originally anticipated. Village Safe Water agreed to allow the City to use the \$500,000 to pull more sludge from the lagoon. It behooves the City to get as much sludge out at this time as possible.

The City is expected to receive the landfill permit after the 30-day public comment period ends in mid-October. Once the permit is obtained, Merrell employees will truck the dewatered sludge from edge of the lagoon to the landfill.

### **Grant Awards**

#### APEI Safety Supply Grant

I worked with the Hauled Utilities Foreman to develop a list of safety items to include on the City's safety supply grant application to Alaska Public Entity Insurance. The City applied for and was awarded \$3,000 to purchase ear plugs, orange safety vests, and polar fleece and nylon jackets for water and sewer truck drivers and property maintenance workers.

#### Homeland Security Grant

The City received notice from the Alaska Division of Homeland Security and Emergency Management that it was awarded \$126,055 to purchase GIS Mapping services, repeaters for radios, and two active shooter training courses. City Administration put an Action Memorandum before the Bethel City Council to accept the award.

## Request for Bids/Proposals

### Municipal Engineer

Three City employees reviewed and scored the three proposals received for the City's RFP to hire a municipal engineer. Once the scoring is finalized, an Action Memorandum will be brought to City Council to approve the contracts.

### Water Tank Cleaning RFP Issued

The City prepared and issued a Request for Proposals document to hire a company to clean, inspect, and make recommendations regarding the condition of the City's two 500,000 gallon water tanks. The sediment on the bottom of the tanks must be cleaned every 3-4 years.

<p align="center"><b>City of Bethel Grant Summary Calendar Year 2017</b></p>					
<p><b>Preparing</b></p>					
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts. (Partners)</b>	<b>Date</b>	<b>\$ Grant \$ City Match</b>
USDA-RD	Water and Sewer grants and loan	Sewer Lagoon Rehabilitation Project – Jetty Repair	Public Works	Ongoing	\$3,332,358
<p><b>Submitted in Calendar Year 2017</b> <span style="float: right;">Most recent first</span></p>					
<b>Sponsor</b>	<b>Name</b>	<b>Products/Services</b>	<b>City Depts.</b>	<b>Date</b>	<b>\$ Grant \$ Match</b>
Village Safe Water	Planning Grant as part of: Capital Improvement Project List	Preliminary engineering report and environmental report for Avenues piped W&S project.	Public Works	6/2/17	\$75,000
Federal Government	President Trump's Infrastructure Improvement Program	Water Loop A Water Loop B Water Loop C	Public Works	6/20/17	\$23,167,254 \$5,791,814
EPA, IHS, USDA, ANTHC	Sanitation Deficiency Database	Sewer pipe to connect 18 homes on 6 <sup>th</sup> & 7 <sup>th</sup> Aves.	Public Works	3/14/17	\$1,800,000 0
EPA, IHS, USDA, ANTHC	Sanitation Deficiency Database	Sewer pipe to connect 33 homes on 6 <sup>th</sup> & 7 <sup>th</sup> Aves.	Public Works	3/14/17	\$2,150,000

Approved in Calendar Year 2017				Most recent first	
Alaska Public Entity Insurance	Safety Supplies Grant	Ear plugs, safety vests, warm jackets	Water & Sewer/Prop Maint.	9/25/17	\$3,000 0
Rasmuson Foundation	Grant	YK Fitness Center operating & maint.	YK Fitness Ctr.	9/2017	\$500 0
U.S. Forest Service	Volunteer Firefighter Assistance		Fire	9/2017	\$7,453 ?
AK Div. of Homeland Security and Emerg. Mgmt.	State Homeland Security Program	GIS Mapping, repeaters for radios, ALERRT active shooter training	Police, Fire	9/2017	\$126,055 0
Village Safe Water-DEC	Wastewater Grant #16EP29	Engineering & dredging sewer lagoon	Public Works	7/14/17	\$2,230,851 0
Village Safe Water-DEC	Wastewater Grant #14EP70	Engineering & dredging sewer lagoon	Public Works	7/14/17	\$2,233,816 0
Village Safe Water-DEC	Wastewater Grant #17EP77	Engineering & dredging sewer lagoon	Public Works	7/14/17	\$300,037 0
AK Div. of Homeland Security and Emerg. Mgmt.	State Homeland Security Program	Portable & Mobile radios, coverage of previous over-expenditure	Police, Fire	8/2017	\$103,987 0
AK Dept. of Health & Social Services	Community Service Patrol Grant	Fund 3 CSPs, gasoline, minor equipment	Police	4/26/17	\$323,081
AK Div. of Homeland Security and Emerg. Mgmt.	State Homeland Security Program	Radios, programming, installation of mobiles.	Police, Fire	12/2016	\$89,373 & \$14,614 No match
AK Dept. of Environmental Cons., Village Safe Water Program	Sanitation Deficiency Database	Lift station replacement; five new lift station electric panels	Public Works	4/2016	\$900,000 0
AK Dept. of Transportation & Public Facilities	FY 2018 Community Transit Grant	Bethel Transit System operations.	Public Works	12/16	\$250,597 \$80,580
Alaska Public Entity Insurance	Surface Material Grant	Playground surface material (woodchips)	Parks & Rec.	1/16	\$10,000 \$10,000
				Total	\$6,593,364

<b>Not Approved</b>				Most recent first	
AK Division of Homeland Security & Emergency Mgmt.	State Homeland Security Program	Video camera system, repeaters for radio signals, police active shooter training.	Police, Fire, Port, Public Works	2/17/17	\$1,696,850 \$126,055 was funded
State of Alaska	State Capital Requests	Inst. Corridor, Road Around H-Marker Lake, Ladder Truck, Small Boat Harbor.	PW, Fire, Port	12/16	\$9,670,752 0

To: Pete Williams, City Manager  
From: Betsy Jumper, Planner  
Subject: **Sept. Manager's Report**  
Date: Sept. 29, 2017

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**Conditional Use Permit  
Proposed AC Package Liquor Store**

The public hearing for the CUP for Alcohol will go on the October 12th Planning Commission meeting.

**Tsikoyak Subdivision (Larson 2)**

Dowl is going over the subdivision agreement as well as the preliminary plat.

**ONC Subdivision**

As of 9-15-17, the ONC consultant re-submitted a Preliminary Plat with changes made. Am going to submit the preliminary plat to the Fire Dept., Public Works, UUI, and AVEC for comments, as well as the Engineering firm.

**Personnel:** Had 4 job interviews for the Planning Assistant. Ms. Pauline Boratko is the new assistant, scheduled to begin on the 9<sup>th</sup>.

**Sept. 14 Planning Commission Meeting:** The Planning Commission met on the 14<sup>th</sup>.

**Nuisance Items:** Per the City Manager, have been gathering up/researching getting together packets on 2 nuisance properties. 2 other potential nuisances came up as well.

**Zoning:** The application for an amendment to the official map and land use code (the Courthouse Subdivision) is going to be on the October 12<sup>th</sup> Planning Commission meeting.

**Training:** I am daily going over the BMC, and, as time allows, doing a little bit of inputting addresses in the GIS system.

# PORT OF BETHEL

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



TO: Peter Williams  
FROM: Allen Wold Port Director  
SUBJECT: September 2017 Managers Report

- **Small Boat Harbor**
  - Cleaned embankments and everywhere else in the SBH
  - Pulling up sunken boats/bailing out boats
  - Pushing out boats during tides.
  - Fixing floats (replacing boards, and resetting anchors)
  - Filling in wash-outs along embankments with gravel. (5 loads River run)
  - Laying out gravel leading to the boat launches and approaches. (10 Loads of D-1)
  - We have acquired some hedge clippers that work great. We have cleared out a park by City Hall that was overgrown with willows.
- **City Dock/Beach 1**
  - 2 Mainline barges and AK Logistics and AML
  - Maintaining the Dock/Beach 1 using D-5, Loader, Grader, Compacter, and Watering Dock with Water truck.
  - Cleaning Beach/Dock daily.
  - 16,372,871 Lbs (7,939.975 Tons) Came though the Dock/Beach)
  - Laying gravel in the City Dock. (10 Loads of D-1) (4 Loads of Riverrun for Beach 1)
- **Petro Port**
  - Laid gravel out on the roads from the Sandshed to the Crowley office and access roads to the Petro Port. (5 Loads of D-1)
  - 3,112,413 gallons came in though the Petro.
- **Port Office**
  - TC Construction building Port Office. Pro Dev. checking on the Port Office. The Port Office completion date has been pushed back to a later date. Possibly October 13<sup>th</sup>.

- **Admin**
  - Monthly Storage billing for customers.
  - Water Call outs for Barges.
  - New Port Director Allen Wold
  - New full time City Dock Attendant Delbert Egoak
  
- **Seawall**
  - Fixing Cable Fencing/Welding new posts for cable fencing
  - Picking up around dumpsters daily.
  - Annual Bethel Shore Protection Inspection by the Corp of Engineers.
  - Cleared drift around Float Plane Area
  - Graveled Float Plane Area (5 loads of Riverrun)
  - Graded around along Seawall and Lomack area (2 Loads of D-1 Gravel)
  - Cleared out trees below Bluff Park with D-5 dozer, 420 backhoe, and Dump truck. Backfilled it with Riverrun gravel. (5 Loads)
  
- **East Addition**
  - STG has been awarded Bethel Bank Stabilization project.
  - Been keeping in touch with the USACE. Getting a P.O.C. for the Bethel Bank Stabilization Project.
  
- **Misc./Vehicles**
  - V&E working on our heavy equip. (Telehandler, D-5 Dozer, and Dump truck)
  - Safety checks along the seawall
  - Picking up as needed where needed.
  - Safety Meetings.
  - Talking with procurement officers about getting security cameras for the SBH and Port Office.



CITY OF BETHEL  
Fire Department

*William F. Howell III, Fire Chief*  
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*Celebrating 50 Years of Service*

DATE: September 27, 2017  
TO: Pete Williams, City Manager  
FROM: Daron Solesbee, Fire Captain  
SUBJECT: August 24, 2017 through September 26, 2017 Manager's Report

### **Current Events**

- An Insurance Services Office (ISO) representative visited Bethel on August 8 to evaluate Bethel's fire suppression capabilities. The inspector gave the department high marks for document preparation and the ongoing improvements in the department and community. A letter to the Mayor and Fire Chief is forthcoming in the next few months detailing ISO's findings. We are optimistic about the outcome of this report.
- Medic-6 arrived in Bethel on September 26. The ambulance will have an initial full warranty inspection by V&E. Once the vehicle is titled, registered, and insured, fire department staff will start the process of stocking the vehicle with equipment and supplies. Staff will go through an extensive Driver/Operator course that will involve completing an online driver safety course for emergency vehicle operators, NFPA 1002 cone course, training on all equipment, and knowledge of the vehicle chassis.
- The Department is in the final stages of evaluating several vendor's Records Management Systems (RMS) to be used for future integration and consolidation of department data. We believe this will increase department efficiency.
- The specifications for the new ladder truck are in the final stages of review. We are working with the Finance Department to secure a lease company for the purchase.
- The RFP for ambulance billing and collection services is undergoing final review by the City Attorney and Finance department and should be issued soon.

- The department administrative staff continues work on a new Policies, Procedures, S.O.P., Rules and Regulations manual for the department.

### **Community Planning/Preparedness**

- The Department is working with ECI Alaska Architects in review of the proposed Ayaprun school site on what is now the high school baseball fields. Of concern is a request by the architect for greater than the 75% exception allowed by code to the needed fire flow (NFF) which in this case is a minimum of 1500 gallons per minute (GPM). ECI Alaska has requested a variance from the State in this matter, due to the low flow of the hydrants in ASHA housing and budgetary constraints. We are not supporting the variance.
- Work with Bettisworth North architects and Access Fire Systems continues on the Paul John Clinic Building's fire system. Of interest, and a first in Bethel's fire service history, is the addition of a water fire-separation curtain on the third floor staircase. Concerns brought forward by the architect included: standpipe/FDC locations and the completion of the Institutional corridor
- Captain Solesbee is in the process of coordinating the DHS Active Shooter Preparedness Workshop. Venues for this upcoming training are being evaluated. The Bethel Cultural Center has been contacted and the facility's user agreement was forwarded to the City Attorney for review and approval.

### **Training**

- On 09/05/17 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders inventoried Medic-4 and Medic-5, as well as disinfected the interior.
- On 09/14/17 at 7:00 p.m., a Fire Meeting was held at the fire station. Responders tested Engine-3's fire pump at the Small Boat Harbor. Firefighters set up master streams and a drafting operation.
- On 09/19/17 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed and practiced immobilizing patients in the seated position, as well as multiple ALS CPR codes.
- On 09/28/17 at 7:00 p.m., a Fire Meeting will be held at the fire station. Responders will review upcoming Fire Prevention Month materials and lesson plans.
- A State of Alaska Emergency Trauma Technician course has been developed and is available as a hybrid online course to current and future members who have not yet taken the EMT-1 Course. This is an amazing recruiting tool which will allow individuals interested in EMS a quick way to get started.

- A Basic Firefighter Course is in development to ensure new members or EMS personnel have the basic knowledge and skills to perform exterior firefighting duties during fire and rescue incidents.
- The Firefighter-2 Course is postponed until Spring 2018.

## **Responses**

- From August 24 to September 26, the Bethel Fire Department responded to 179 EMS and 13 Fire incidents.
- As of September 26, alcohol-related EMS calls for service represented 60.3% (108 incidents) of the total number of responses since August 24.
- On 8-28-17 at 9:36 a.m. medics responded to the CHSB Building for the report of a person having seizures. The patient was assessed and transported to the hospital.
- On 8-29-17 at 1:00 p.m. medics responded to Alaska Airlines for the report of a person who was unresponsive on the jet. The patient was removed from the aircraft and transported to the hospital.
- On 8-30-17 at 9:55 p.m. firefighters responded to Kaligtuk Street for report of a fire. The fire had been extinguished prior to arrival. Firefighters investigated and returned to quarters.
- On 9-1-17 at 8:53 a.m. medics responded to Atsaq Street for the report of a person not breathing. Patient was assessed and found to be deceased. The scene was turned over to the Bethel Police Department. Medics returned to quarters.
- On 9-12-17 at 6:43 p.m. medics responded to the area of State Highway for the report of a person having a stroke. The patient was assessed and transported to the hospital.
- On 9-17-17 at 10:54 p.m. firefighters responded to Cranberry Drive for the report of an oven fire. Upon arrival, firefighters found the fire had already been extinguished. Firefighters returned to quarters.
- On 9-18-17 at 6:05 a.m. medics responded to Third Avenue for the report of a person having a heart attack. The patient was assessed, CPR was initiated, and they were transported to the hospital.
- On 9-18-17 at 7:43 a.m. medics responded to the area of Q2 for the report of a person who had been struck by a motor vehicle. The patient was assessed and transported to the hospital.

- On 9-25-17 at 6:35 p.m. medics responded to the Mallard Drive for the report of a person not breathing. The patient was pronounced dead on scene and the scene was turned over to Bethel Police Department Officers for investigation.

### **Budget/Financial**

- All accounts are within allotted budget.
- The department is developing budget figures for firefighting foam and firefighter turnouts.

### **Grants**

- The Department received \$7,500 in funding for portable radios through the 2017 VFA grant. A purchase order is being submitted for this equipment.
- The Grants Manager reported that a Homeland Security reallocation request was approved to supply the fire department with 3 new mobile radios and 12 new portables. A purchase order is being submitted for this purchase.
- The Department applied to the FEMA Assistance to Firefighters Grant for 38 sets of firefighter turnouts. The request totaled \$102,000 with a match of only 5%. We await a response.

### **Staffing/recruitment**

- The Department is recruiting for one Firefighter/EMT position. Applicants are being interviewed.
- A temporary firefighter, Matthew Cochrane was hired from our volunteer core to help cover the daily needs of the department while we search for a full time employee
- Volunteer Firefighters and EMT's are needed. An EMT-1 class is being planned for Winter 2017.

### **Vehicles & Equipment**

- Medic-6 has arrived in Bethel and is to be placed into service following a warranty inspection, title, registration, insurance, equipment and supply stocking, and driver training.
- The department's 1980 Ladder Truck is currently out of service due to a non-working boom and defunct pump. We are still trying to repair this vehicle.
- Engine three, our 1986 Grumman reserve pumper, is still out of service to repair all leaking valves and adjustment/replacement of pump packing. The vehicle is still currently unable to pass a vacuum test.

## FIRE DEPARTMENT VEHICLE STATUS

<b>Vehicle</b>	<b>Type</b>	<b>Year</b>	<b>Status</b>
Medic 4	Ambulance	1999	<i>(Backup ambulance)</i> In service. Leaking airbags
Medic 5	Ambulance	2003	<i>(Frontline Ambulance)</i> In service, headlight fixture repaired in house. Work order issued. (Plan to remount to new chassis in 2018)
Medic 6	Ambulance	2017	<i>(Soon-to-be Frontline Ambulance)</i> Awaiting inspection, title, registration, and insurance.
Engine 4	Pumper	2013	<i>(Frontline pumper)</i> In service, Seat belt sensor silenced but still needing repair by V&E.
Engine 3	Pumper	1986	<i>(Back up pumper)</i> Out of service, Tank and pump repair in progress. Sandblasting done. Tank painting done. (Poor overall condition needs replacement)
Truck 1	Ladder Truck	1980	<i>(Frontline ladder truck)</i> Out of service, Pump and ladder need repair. Decertified. No work order, equipment is obsolete. (Scheduled for replacement in 2018.)
Tanker 1	Tanker (1500 gallon)	1980	In service, runs poorly, needs tune up, Work order issued. (Undersized for Bethel, poor condition, needs replacement).
Com 1	Pickup	2014	Certificate of origin found and being registered.
Com 2	Pickup	2004	In service, plow and running board needs repair.



## September 2017 Monthly Report

### Personnel:

Officer Charles successfully completed his field training and is now working on his own. Both recruits attending the academy in Sitka are reported to be doing well. They are scheduled to graduate in mid-November and start their field training the week of Thanksgiving.

Eldon Wesdahl and Logan Hughes are both in the training process for CSP. There are multiple applicants for the vacant Public Safety Dispatcher position and interviews are scheduled for 10/6/17. There are currently two applicants for vacant officer positions and background investigations are being completed. Both are currently certified officers and would not be required to attend the 16 week Public Safety Academy. The dispatch supervisor position remains vacant and no qualified applications have been received.

Acting Lieutenant Davis and PSD Typpo attended three days of advanced training in Utah for the police departments eForce computer automated dispatch and records management system. eForce also scheduled to come to Bethel the end of October to train the rest of the police department's personnel. Prior to this training, no one in the entire department had received any training in the software. Efficiency should greatly improve.

### Operations:

There were 1,751 calls for service between August 29<sup>th</sup> and September 28<sup>th</sup>. Sixty-six of those calls resulted in police case reports being generated, of which, 9 were felony investigations and 41 were misdemeanors. There also were 508 reports of intoxicated individuals. A total of six deaths were investigated, two from natural causes, one drowning, one suicide, and three undetermined cause but alcohol and/or drugs were a major contributing

factor. In total, alcohol was suspected to be a contributing factor in 4 of the six deaths investigated. There is also an adult male missing for approximately two weeks. Alcohol is a suspected factor in that missing person case as well.

On 9/16/17 a male subject assaulted his significant other with a shotgun by striking her with both the barrel and butt stock. He then chased her out of the house and eventually pointed the shotgun and responding officers. The subject then barricaded himself in his residence using a 2X6 to jam the door. Officers eventually made forced entry into the home and arrested the individual. He's been indicted for second degree assault as well as multiple counts of third degree assault, all felonies. Again, alcohol was a contributing factor.

### **Animal Control:**

There were 52 animal control calls for service for the month plus an additional 39 incidents for pound duties for cleaning kennels and feeding/watering the animals. There were a total of 11 dogs and 1 cat taken into custody. There were two reported dog bites and both animals were taken into quarantine. One of the dogs was eventually destroyed and his head shipped for rabies testing. The results were negative.

The department received 18 reports of loose or stray dogs. Most of those did not result in animals being caught. Those that did were pets that got loose. Stray or feral dogs are difficult to catch. The CSO's have had live traps placed around town almost continually. The traps have only captured one cat. Stray or feral dogs are fearful of humans and difficult to catch by hand. The relative few that are caught are not usually adoptable and result in feeding expenses for a period of time and then euthanization. Unfortunately, the most effective way to handle stray dogs is not palatable to many citizens.

## **Memorandum**

**Date:** September 25, 2017

**To:** Pete Williams, City Manager

**From:** Bo Foley, IT Director

**Subject:** IT Director's Report

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### **September 2017 Current Events**

- **Proposal Scoring:** This month I was a part of the scoring committee for the city's RFP for a municipal planner and engineering contractor.
- **Rack Equipment Swap:** During this month, I was able to retain the services of TecPro to help me in getting the city's servers and storage moved to new enclosed racks that I bought. We managed to get all equipment swapped over and the old rack removed from the room. In the coming weeks, we will look to perform some cable management to make the rack look more presentable and clean.
- **Partial UPS deployment:** Two of the ten new UPS units was put into play during our equipment installation in the server room. More UPS units will be deployed in the coming months.
- **Analog Lines at Port Office:** I met with Randy Russel at the port office and he put me in touch with the contractors handling the telecom room for the project. I gave them insight into what the city would be needing and also put them in touch with my contacts at United Utilities Inc. to further elaborate on best positioning and anything that is better to get done before the building is completed. We should be on track for getting analog lines installed for the security and fire alarm systems as well as extending the city network to the building for operations.
- **Business-As-Usual:** Beyond the above mentioned projects, the month has mostly been fixing or helping with run-of-the-mill trouble tickets such as email, printing, or login problems

### **Future Plans**

- **Server Room Cable Management:** I am expecting TecPro on a return trip in a couple weeks to assist me with some cable management for the server room change. This shouldn't be an issue to get completed in a single day
- **City Hall Storage Expansion:** AIT and myself are still trying to find the most cost effective solution in order to both extend the city's data storage space while at the same time providing enough space to create a redundant backup for the police dept.'s video evidence. Currently licensing is proving to be more expensive that we'd like so we are still exploring other options that fit my budget for this project.

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# ***City Clerk's Report***

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# ***Executive Session***

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# *Additional Information*

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