



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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Regular City Council Meeting

Tuesday, October 23, 2018

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
October 23, 2018 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

Fred Watson
Mayor
Term Expires 2020
fwatson@cityofbethel.net

Thor Williams
Vice-Mayor
Term Expires 2019
twilliams@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2019
lalbertson@cityofbethel.net

Mitchell Forbes
Council Member
Term Expires 2019
mforbes@cityofbethel.net

Perry Barr
Council Member
Term Expires 2020
pbarr@cityofbethel.net

Carole Jordan
Council Member
Term Expires 2020
cjordan@cityofbethel.net

Fritz Charles
Council Member
Term Expires 2019
fcharles@cityofbethel.net

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

Lori Strickler
City Clerk
543-1384
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) *10-9-2018 Regular City Council Meeting p.4
 - b) *10-15-2018 Special City Council Meeting p.11
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. SPECIAL ORDER OF BUSINESS**
 - a) Appreciation for Mayor Richard Robb, Council Member Mark Springer, and Council Member Brian Henry (Mayor Watson)
 - b) Proclaiming The Month Of November 2018 As “National Diabetes Month” (Mayor Watson) p.19
- IX. UNFINISHED BUSINESS**
 - a) Public Hearing Of Ordinance 18-25: Authorizing The Lease Of A 34’ X 22’ Parcel Of Land Located At Plat 93-32, Lagoon Parcel To Bethel Friends Of Canines Pursuant To BMC 4.08.030(B) (Council Member Albertson) p.21
 - b) Public Hearing Of Budget Ordinance 18-12(d): Amending the Adopted Annual FY 2019 Budget- Property Maintenance- Streets and Roads- Police Dept.-Administration (City Manager Williams) p.35
- X. NEW BUSINESS**
 - a) *Introduction Of Ordinance 18-26: Amending The Official Map And Land Use Code (City Manager Williams) p.59
 - b) *Resolution 18-15: Utility Revenue Refunding Bond, 2018 (City Manager Williams) p.63
 - c) *Resolution 18-16: City Of Bethel Priorities For The FY 2020 State Of Alaska Capital Budget (City Manager Williams) p.83
 - d) *AM 18-70: Appointment of Peter Evon to Parks, Recreation, Aquatic Health and Safety Center Committee as an Alternate Member for a term of three years (Mayor Watson) p.87
 - e) *IM 18-16: Presentation Of The City’s Water & Sewer Service Expenditures Compared To Budget From July 1, 2018 To September 30, 2018- Utilities Maintenance- Water & Wastewater Activity Report (City Manager Williams) p.88
- XI. MAYOR’S REPORT**
- XII. MANAGER’S REPORTS**
- XIII. CLERK’S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**
- XV. EXECUTIVE SESSION**
- XVI. ADJOURNMENT**

Agenda posted on October 17, 2018 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 November 27, 2018**.

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.

Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on October 9, 2018 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

Comprising a quorum of the Council, the following members were present:	
Mayor Rick Robb	Council Member Thor Williams
Vice-Mayor Fred Watson	Council Member Mitchell Forbes
Council Member Leif Albertson (Telephonically)	Council Member Mark Springer
Members Absent:	
Council Member Brian Henry	
Also in attendance were the following:	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

IV. PEOPLE TO BE HEARD

Theresa Quiner and Nancy Elliot, Bethel Friends of Canines- Spoke in support of Ordinance 18-25 and AM 18-68.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Council Member Albertson was in and out of the meeting due to teleconferencing issues.

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Forbes
Seconded by:	Springer
Action:	Motion carries by a vote of 6-0

In favor: Robb Watson Albertson Springer Williams Forbes
Opposed: \emptyset

Main Motion: Move Special Orders to follow approval of the Agenda.

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 4-1
In favor: Watson Springer Williams Forbes
Opposed: Robb

Removal from

Consent: New Business Items A and B from the consent agenda.

Moved by: Forbes

Main Motion: Postpone the Unfinished Business Item A until November 27th.

Moved by: Williams
Seconded by: Watson
Action: Motion carries by a vote of 4-1
In favor: Watson Springer Williams Forbes
Opposed: Robb

VI. SPECIAL ORDER OF BUSINESS

Item A – Review Canvass Board Certificate Of Election, October 4, 2018

Item B – Resolution 18-14: Certifying The Results Of The October 2, 2018 Regular City Election.

Main Motion: Adopt Resolution 18-14.

Moved by: Williams
Seconded by: Springer
Action: Motion carries by a vote of 6-0
In favor: Robb Watson Albertson Springer Williams Forbes
Opposed: \emptyset

Item C – Oath Administered To Newly Elected Council Members

Fred Watson read his oath of office.

Perry Barr read his oath of office.

Carole Jung-Jordan read her oath of office.

Fritz Charles read his oath of office.

VII. APPROVAL OF THE MEETING MINUTES

Item A – 9-25-2018 Regular City Council Meeting
Passed on the Consent Agenda.

VIII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission –
A meeting has not been held due to a lack of a quorum.

Port Commission –
No one available to provide a report.

Planning Commission –
Blue Sky Subdivision Agreement Review.

Parks, Recreation, Aquatic Health and Safety Center Committee –
This Sunday the Members will be conducting a fall clean up.
Considering new boardwalk development and possible funding.

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

Public Works Committee –
No report.

IX. UNFINISHED BUSINESS

Item A – Introduction Of Ordinance 18-22: Authorizing The Disposal Of Property (Vacant Building Formerly Known As The Police Annex And/Or The Bojangles Building) Pursuant To BMC 4.08.030(A).
Postponed until November 27th.

X. NEW BUSINESS

Item A – Introduction Of Ordinance 18-25: Authorizing The Disposal Of A 34’ X 22’ Parcel Of Land Located At Plat 93-32, Lagoon Parcel To Bethel Friends Of Canines Pursuant To BMC 4.08.030(B).

Main Motion:	Introduce Ordinance 18-25.
Moved by:	Forbes
Seconded by:	Williams
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Barr <input checked="" type="checkbox"/> Jung-Jordan <input checked="" type="checkbox"/> Fritz
Opposed:	-0

Primary Amendment: Strike "disposal" and insert "lease".

Moved by: Williams
Seconded by: Barr
Action: Motion carries by a vote of 4-3
In favor: Watson Williams Barr Jung-Jordan
Opposed: Albertson Fritz Forbes

Item B – Introduction Of Budget Ordinance 18-12(d): Amending the Adopted Annual FY 2019 Budget- Property Maintenance- Streets and Roads- Police Dept.- Administration.

Main Motion: Introduce Budget Ordinance 18-12(d).

Moved by: Forbes
Seconded by: Williams
Action: Motion carries by a vote of 7-0
In favor: Watson Albertson Williams Forbes Barr Jung-Jordan Fritz
Opposed: -0

Primary Amendment: Amend to strike 10-70-690 and insert 10-70-694.

Moved by: Williams
Seconded by: Barr
Action: Motion carries by a vote of 7-0
In favor: Watson Albertson Williams Forbes Barr Jung-Jordan Fritz
Opposed: -0

Primary Amendment: Strike under the third whereas statement to strike Fire watch and insert "while people are in the building."

Moved by: Jung-Jordan
Seconded by: Williams
Action: Motion carries by a vote of 7-0
In favor: Watson Albertson Williams Forbes Barr Jung-Jordan Fritz
Opposed: -0

Primary Amendment: Amend to strike 10-70-669, and the associated fund balance.

Moved by: Forbes
Seconded by: Williams
Action: Motion carries by a vote of 7-0
In favor: Watson Albertson Williams Forbes Barr Jung-Jordan Fritz
Opposed: -0

Primary Amendment: Amend to insert line item 10-66-577 showing a decrease of \$10,000 in the budget modification.

Moved by: Williams

Seconded by:	Barr
Action:	Motion carries by a vote of 6-1
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Barr <input checked="" type="checkbox"/> Jung-Jordan <input checked="" type="checkbox"/> Fritz
Opposed:	<input checked="" type="checkbox"/> Forbes

Secondary Amendment:

Amend 10-70-669 to increase the line item in the budget by \$10,000.

Moved by:	Forbes
Seconded by:	Albertson
Action:	Motion does not carry by a vote of 3-4
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Jung-Jordan
Opposed:	<input checked="" type="checkbox"/> Barr <input checked="" type="checkbox"/> Fritz <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Williams

Item C – AM 18-64: Approving Administration To Negotiate And Enter Into A Contract For An Agenda Management And Packet Solutions With Proposer A.

Main Motion: Approve AM 18-64.

Moved by:	Williams
Seconded by:	Barr
Action:	Motion carries by a vote of 5-2
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Barr <input checked="" type="checkbox"/> Jung-Jordan <input checked="" type="checkbox"/> Fritz
Opposed:	<input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Albertson

Item D – AM 18-65: Declaring seats on the Public Safety and Transportation Commission vacant per Bethel Municipal Code 02.52.070.

Council Member Williams departed the meeting at 8:05 p.m.

Main Motion: Approve AM 18-65.

Moved by:	Forbes
Seconded by:	Barr
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Barr <input checked="" type="checkbox"/> Jung-Jordan <input checked="" type="checkbox"/> Fritz
Opposed:	-0

Main Motion: Suspend the rules to hear from Mary Nanuwak.

Moved by:	Forbes
Seconded by:	Barr
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Barr <input checked="" type="checkbox"/> Jung-Jordan <input checked="" type="checkbox"/> Fritz
Opposed:	-0

Item E – AM 18-66: Authorizing The City Manager To Negotiate And Execute A Memorandum Of Agreement And Data Use Agreement With The Yukon Kuskokwim

Health Corporation (YKHC) Which Will Result In An Enhanced Training Program For The City's Fire And Rescue Personnel.

Main Motion: Approve AM 18-66.

Moved by: Albertson
Seconded by: Forbes
Action: Motion carries by a vote of 6-0
In favor: Watson Albertson Forbes Barr Jung-Jordan Fritz
Opposed: -0

Item F – AM 18-67: Authorizing The City Manager To Negotiate And Execute A Purchase Agreement With The Lowest Bidder For Crushed Gravel.

Main Motion: Approve AM 18-67.

Moved by: Forbes
Seconded by: Barr
Action: Motion carries by a vote of 6-0
In favor: Watson Albertson Forbes Barr Jung-Jordan Fritz
Opposed: -0

Item G – AM 18-68: Authorizing The City Manager To Negotiate And Execute A Management And Operations Agreement With Bethel Friends Of Canines.

Main Motion: Approve AM 18-68.

Moved by: Albertson
Seconded by: Forbes
Action: Motion carries by a vote of 6-0
In favor: Watson Albertson Forbes Barr Jung-Jordan Fritz
Opposed: -0

Item H – AM 18-69: Authorize And Approve City Administration To Issue Checks To Quarter 3 Community Action Grant Awardees Based On The Community Action Grant Committee's Work On Scoring Applications And Deciding How To Divide Up The Funds Available.

Main Motion: Approve AM 18-69.

Moved by: Forbes
Seconded by: Albertson
Action: Motion carries by a vote of 6-0
In favor: Watson Albertson Forbes Barr Jung-Jordan Fritz
Opposed: -0

XI. MAYOR'S REPORT
XII. MANAGER'S REPORT
XIII. CLERK'S REPORT
XIV. COUNCIL MEMBER COMMENTS

Vice-Mayor Fred Watson –
 It is getting dark, the water is still open- Be safe.

Council Member Leif Albertson –
 No Comment.

Council Member Mitchell Forbes–
 Welcomed the new members and Vice-Mayor Watson on his re-election.

Council Member Perry Barr-
 Will be gone for next week's meeting.
 Thanked the voters for the vote of confidence.

Council Member Carole Jung-Jordan–
 Congratulated all of the Council Members.

Council Member Fritz Charles –
 Thanked the public for the vote of confidence.

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Forbes
Seconded by:	Charles
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Barr <input checked="" type="checkbox"/> Jung-Jordan <input checked="" type="checkbox"/> Fritz
Opposed:	-0

Council adjourned at 8:53 p.m.

Fred Watson, Vice-Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on October 15, 2018 at 6:30 p.m., in the council chambers, Bethel, Alaska.

Vice-Mayor Watson called the meeting to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
Vice-Mayor Fred Watson	Council Member Carole Jung-Jordan
Council Member Leif Albertson	Council Member Fritz Charles
Council Member Thor Williams	Council Member Perry Barr (Arrived 7:00pm)
Council Member Mitchell Forbes	
Members Absent:	
Also in attendance were the following:	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

IV. PEOPLE TO BE HEARD

No one was present to be heard.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Agenda.

Moved by:	Williams
Seconded by:	Forbes
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Jung-Jordan <input checked="" type="checkbox"/> Fritz
Opposed:	-0

VI. NEW BUSINESS

Item A- Election Of The Mayor.

Nomination:	Mitchell Forbes
Motion:	Albertson
Second:	

Does not carry due to a lack of a second.

Nomination:	Thor Williams
Motion:	Jung Jordan
Second:	Williams All in favor

Nomination:	Fred Watson
Motion:	Williams
Second:	Charles All in favor

Round One Voting

- 2 Votes for Thor Williams
- 3 Votes for Fred Watson
- 1 Vote Fritz Charles

Round Two Voting

- 1 Votes for Thor Williams
- 5 Votes for Fred Watson

Fred Watson was elected Mayor by the Council.

Item B – Election Of The Vice-Mayor.

Nomination:	Leif Albertson
Motion:	Forbes
Second:	Albertson All in favor

Nomination:	Thor Williams
Motion:	Jung-Jordan
Second:	Williams All in favor

Round One Voting

4 Votes for Thor Williams

2 Votes for Leif Albertson

Thor Williams was elected Vice-Mayor by the Council.

Item C- Appointment Of Committee/Commission Council Representatives.

1. Council Committees and Commissions
 - a. Planning Commission:
Vice-Mayor Thor Williams is appointed to the Commission.
 - b. Finance Committee:
Council Member Perry Barr is appointed to the Committee.
 - c. Public Safety And Transportation Commission
Council Member Fritz Charles is appointed to the Commission
 - d. Port Commission:
Mayor Fred Watson is appointed to the Commission
 - e. Public Works Committee:
Council Member Carole Jung-Jordan is appointed to the Committee.
 - f. Parks, Recreation and Aquatic Health and Safety Committee:
Council Member Mitchell Forbes is appointed to the Commission
 - g. Community Action Grant Technical Review Board:
Council Member Leif Albertson is appointed to the Board
2. Senior Center Advisory Committee (Quarterly Meetings):
Council Member Carole Jung Jordan is appointed to the Committee.
3. Yuut Elitnaurviat:
Council Member Mitchell Forbes is appointed.
4. Transit Committee:
Mayor Fred Watson is appointed to the Committee.
5. Delta Tobacco Control Alliance Member And Alternate:
Council Member Leif Albertson is appointed.
Mayor Fred Watson is the Alternate.
6. Kuimarvik Board Representative:
Council Member Mitchell Forbes is appointed.
7. AVCP Museum Advisory Committee
Council Member Fritz Charles is appointed.

Item D – District 9, Alaska Municipal League Representative Commitment for Financial Support.

Main Motion: Approve the continued Financial contributions necessary to have a member of the Council sit as District 9 Representative with the Alaska Municipal League.

Moved by: Williams
Seconded by: Albertson
Action: Motion carries by a vote of 6-0
In favor: Watson Williams Albertson Forbes Jung-Jordan Fritz
Opposed: -0

Council Member Barr joined the meeting at 7:00 p.m.

VII. ADJOURNMENT

Main Motion: Adjournment.

Moved by: Williams
Seconded by: Charles
Action: Motion carries by a vote of 7-0
In favor: Watson Williams Albertson Forbes Barr Jung-Jordan Fritz
Opposed: -0

Council adjourned at 7:03 p.m.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska

Public Safety & Transportation Commission

October 03, 2018

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on October 3rd, 2018 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:34pm.

II. ROLL CALL

Present: Jared Karr *Vice Chair*
Joan Dewey
Monroe Tyler

Absent: Eileen Henrikson *Chair*
Brian Henry *Council Representative*
Julene Webber
Mary Weiss
Mary Nanuwak *Alternate*

Ex-Officio Present: Burke Waldron *Police Chief*
William Howell III *Fire Chief*
Jesslyn McGowan *Recorder*

A quorum was not established of the Commission.

III. ADJOURNMENT

Meeting adjourned at 6:34 pm.

APPROVED THIS _____ DAY OF _____, 2018.

Jesslyn McGowan, Recorder

Eileen Henrikson, Chair



Planning Commission Meeting Agenda
Regular Scheduled Meeting Thursday, October 11, 2018– 6:30PM
CITY HALL COUNCIL CHAMBERS 300 CHIEF EDDIE HOFFMAN HIGHWAY

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2018

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2019

Alex Wasierski
Commission Member
Term Expires 12/2018

Shadi Rabi
Commission Member
Term Expires 12/2019

Scott Campbell
Commission Member
Term Expires 1/2020

Thor Williams
Council Representative
Term Expires 10/2019

Betsy Jumper
Ex-Officio Member

Pauline Boratko
Recorder

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD – (5 Minute Limit)
- IV. APPROVAL OF THE AGENDA:
- V. APPROVAL OF THE MINUTES:
 - A. Regular Meeting- September 13, 2018
- VI. NEW BUSINESS:
 - A. Wind Energy Conversion Systems (WECS) Draft Ordinance
 - B. PUBLIC HEARING: ZONING APPLICATION: on July 2, 2018, the City of Bethel Planning Office received a Zoning Application to change the zoning designation of the City of Bethel Official Land Use Map from a Public Lands and Institution Use to a General Use area district from the City of Bethel, the legal description is: Lot 4, Block 15, of United States Survey 3230 A&B Bethel Townsite. The physical address is: 781 3rd Avenue.
- VII. PLANNER'S REPORT
- VIII. SPECIAL ORDER OF BUSINESS
- IX. COMMISSIONER'S COMMENTS
- X. ADJOURNMENT

Special Order of Business



world diabetes day
14 November

City of Bethel Proclamation

Proclaiming the Month of November 2018 as "National Diabetes Month"

WHEREAS, over 30 million adults in the United States and approximately 11% of adult Alaskans have a diagnosis of diabetes; and

WHEREAS, every year an estimated 3,000 people in Alaska are newly diagnosed with diabetes; and

WHEREAS, one out of three U.S. adults has prediabetes, with 90% of these adults being unaware of their disease, and without lifestyle changes, 15-30% of those with prediabetes will develop type 2 diabetes within five years; and

WHEREAS, a child has a 1 in 7 chance of developing diabetes if one parent was diagnosed before age 50; and

WHEREAS, during National Diabetes Month, we recognize the impact diabetes has on people's everyday life; and

WHEREAS, according to national data individuals who are in a high risk category for developing type 2 diabetes are people who do not participate in regular physical activities, are overweight, and are 45 years or older; and

WHEREAS, during National Diabetes Month, the American Diabetes Association, the Alaska Department of Health and Social Services and many healthcare providers such as YKHC encourage Bethel residents to join all of us in eating healthier, getting more physical activity, and reducing stress throughout this month;

NOW, THEREFORE, I, Fred Watson, Mayor of the City of Bethel, do hereby proclaim the month of November 2018 as "National Diabetes Month" and November 14th as "World Diabetes Day" in Bethel and encourage all Bethel residents to make healthy life choices and make a personal commitment to eat healthy, exercise, and reduce stress.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature on this 23rd day of October 2018.

Attest: Lori Strickler, City Clerk

Fred Watson, Mayor

Unfinished Business

Introduced by: Council Member Albertson
Introduction Date: October 9, 2018
Public Hearing: October 23, 2018
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #18-25

AN ORDINANCE AUTHORIZING THE ~~DISPOSAL~~ LEASE OF A 34' X 22' PARCEL OF LAND LOCATED AT PLAT 93-32, LAGOON PARCEL TO BETHEL FRIENDS OF CANINES PURSUANT TO BMC 4.08.030(B)

WHEREAS the City of Bethel owns a parcel of land situated on Plat 93-32, Lagoon Parcel, City of Bethel, State of Alaska.

WHEREAS the land contains a building which is currently known as the 'Pound';

WHEREAS Bethel Friends of Canines would like to lease a 34 foot wide by 22 foot long portion of land next to the Pound;

WHEREAS Bethel Friends of Canines would place a building on that piece of land;

WHEREAS the building would be used to house the operations of Bethel Friends of Canines;

WHEREAS the building would also be used as overflow should the pound become full;

WHEREAS Bethel Friends of Canines would, in turn, assist the City by taking over some of the duties at the pound, by working with the City to bring emergency veterinary services to Bethel and the Region and by providing adoption, rabies vaccination emergency transport and spay/neuter subsidies;

WHEREAS Bethel Friends of Canines is a non-profit organization serving primarily the animals and citizens of Bethel and then the animals and citizens of the Y-K Region;

NOW, BE IT ORDAINED, the City Council authorizes the disposal of the above property via lease to an entity providing a public service.

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 04.08.030(B) Disposal to Entity Providing Necessary Public Service.

Introduced by: Council Member Albertson
Introduction Date: October 9, 2018
Public Hearing: October 23, 2018
Action:
Vote:

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon passage.

ENACTED THIS _____ DAY OF OCTOBER 2018, BY A VOTE OF __ IN FAVOR AND _____ OPPOSED.

, Mayor

ATTEST:

Lori Strickler, City Clerk

**COMMERCIAL LEASE
BETWEEN
CITY OF BETHEL and
BETHEL FRIENDS OF CANINES**

This LEASE is made on October 10, 2018 by and between the City of Bethel ("Lessor") and Bethel Friends of Canines, an Alaska non-profit corporation ("Lessee") who address is PO Box 2287, Bethel, Alaska 99559.

**ARTICLE 1
LEASED PREMISES AND TERM**

1.1 Leased Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, an approximately 34 foot wide by 22 foot long parcel of land situated in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as Lagoon, Parcel, Plat 93-32 and better described as a 34'W x 22'L parcel of land situated next to the building utilized by the City of Bethel as the "Pound" together with all rights, easements, privileges, both subterranean and vertical, and appurtenances attaching or belonging to the described land, but subject to the reservation contained in paragraph 1.02 and the Use and Restriction clause contained in paragraph 4.14 hereof (herein called the "Leased Premises").

1.2 Reservation of Minerals. All oil, gas, coal, geothermal resources and minerals whatever nature in or under the above-described land are excluded from the Leased Premises and reserved to Lessor; provided, however, that during the term of this Lease, Lessor shall not have the right to enter on the surface of the Leased Premises for the purpose of mining and/or excavating such oil, gas, coal, geothermal resources or minerals.

1.3 Improvements Owned by Lessee. The following described improvements ("Lessee's Improvements") are to be situated on the Leased Premises and shall remain throughout the term of this Lease the property of the Lessee:

One (1) building including all improvements, appliances and furniture contained in the buildings.

1.4 Lease Term. This Lease shall be and continue in full force and effect for a term of Twenty (20) years commencing on November 1, 2018 and terminating on October 31, 2038 unless earlier terminated in accordance with the terms of this Lease.

Payment for any partial month's occupancy will be prorated, based on a thirty (30) day month. Any holding over after the expiration date of this Lease will be considered a tenancy from month to month on terms specified in this Lease. Each party will provide written notice to the other party of its intent to cancel the month-to-month tenancy at least thirty (30) days before the desired date of cancellation.

**ARTICLE 2
RENT**

2.1 Rent. So long as Lessee is (a) utilizing the space to operate a business or program for the benefit of the general public or (2) utilizing the space as an office in the support of its work at the Pound facility and its work in providing a public service (such as animal rescue, adoptions, etc.), the Lessee's rent shall be One (\$1) Dollar per month due on or before the 1st day of each month during the Lease Term.

2.2 Should Lessee fail, for a period exceeding thirty (30) or more consecutive calendar days, to meet either of the two (2) conditions set out in section 2.1 above, Lessee shall pay rent in the amount of One Thousand Two Hundred (\$1,200) Dollars per month commencing on the first day of the month after Lessee fails to meet the public necessity/public service exceptions set out in section 2.1 above. Said rent increase shall automatic without the need for Lessor to make demand.

**ARTICLE 3
QUIET ENJOYMENT**

Upon timely payment by Lessee of all rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under it.

**ARTICLE 4
LESSEE'S COVENANTS**

4.1 Repair and Maintenance. Lessee shall, at Lessee's expense and without notice from Lessor, at all times during the Lease Term, keep all improvements now or hereafter built on the Leased Premises, especially those improvements constructed thereon which are exposed to the view of the public (including but not limited to exterior building walls, windows, doors, fences, signs, landscaping, and yard areas) in good order, condition, maintenance, operability, and repair and of a neat, clean and pleasing appearance to Lessor. Lessee shall grant Lessor reasonable right of entry to inspect the condition of the improvements on Lessor's property.

4.2 Observance of Laws. Lessee, at all times during the Lease Term, at its own expense, and with all due diligence shall observe and comply with all laws, ordinances, rules and regulations which are now in effect or may later be adopted by any governmental agency, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as Lessor may request from time to time.

In furtherance, and not in limitation, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the

satisfaction of the Lessor and any governmental body or court having jurisdiction over the matter. However, Lessee shall not be responsible for the clean-up or restoration of the Leased Premises resulting from any discharge, leakage, spillage, emission or pollution to the Leased Premises from surrounding or adjacent premises unless Lessee's actions caused in whole or in part such discharge, leakage, spillage, emission, or pollution, in which case Lessee shall be responsible for the portion of such discharge, leakage, spillage, emission or pollution which was caused by Lessee.

Lessee agrees to hold harmless Lessor against all liability, cost and expense (including without limitation, any fines, clean-up costs, judgments, litigation costs, and attorneys' fees) incurred by or levied against Lessor as a result of Lessee's breach of this Lease.

4.3 Inspection and Repair by Lessor. Lessee shall repair, maintain and make good all conditions required under the provisions of this Lease to be repaired or maintained within twenty (20) working days from the date of written notice from Lessor with regard to removal of trash or debris, landscape or yard maintenance, snow removal or cleaning, or parking lot lighting replacement and repair, and thirty (30) calendar days from the date of written notice from Lessor with regard to all other matters. If Lessee refuses or neglects to repair or maintain the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of the Lessor after written demand, then Lessor, without prejudice to any other right or remedy it has under this Lease or otherwise, may perform such maintenance work or make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's property or Lessee's business by reason of the work or repairs. Upon completion of any such repair or maintenance, and no later than ten (10) days after presentation of a bill therefore, Lessee shall pay as additional rent Lessor's actual costs for making such repairs or performing such maintenance. However, Lessee shall not be responsible for the replacement or repair of any street lights that may illuminate the Premises.

4.4 Waste and Wrongful Use. Lessee shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon.

4.5 Setback. Lessee shall observe all setback lines applicable to the Leased Premises and shall not construct or maintain any building or other structure between any street boundary of the Leased Premises and any setback along such boundary, except for fences or walls approved by Lessor.

4.6 Liens. Lessee shall not commit or suffer any act or neglect whereby the Leased Premises or the interest of Lessor or Lessee therein at any time during the Lease Term may become subject to any attachment, execution lien, charge, or other encumbrance, and shall defend, indemnify and hold Lessor harmless against all losses, costs, and expenses, including reasonable attorney's fees, paid or incurred by Lessor in connection therewith.

4.7 Indemnification. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims arising from (1) Lessee's use of the Leased Premises, or from the conduct of Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises; (2) any breach or default in the

performance of any obligation on Lessee's part to be performed under the terms of this Lease; (3) any negligence of Lessee, or any of Lessee's agents, contractors, customers or employees, or any person claiming by, through or under Lessee; and (4) any accident on or in connection with the Leased Premises, or any fire thereon, or any nuisance made or suffered thereon when and to the extent such claim arises from the negligence of Lessee.

Lessee, upon notice from Lessor, shall defend any of the above described claims at Lessee's expense. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises. However, this section does not require Lessee to indemnify, defend and hold harmless Lessor from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors or employees arising from Lessor's activities on the Leased Premises. Lessor shall indemnify, defend, and hold harmless Lessee from and against any portion of a claim to the extent that portion of the claim is caused by Lessor's negligence, or the negligence of Lessor's agents, contractors or employees arising from Lessor's activities on the Leased Premises.

Lessee acknowledges that before entering into this Lease it has fully inspected or been provided with an opportunity to fully inspect the Leased Premises and all documents in the possession of Lessor relating to the condition of the Leased Premises, and to test or examine all conditions of or on the Leased Premises. Lessee further acknowledges that, at the time this Lease is entered into and on the basis of the foregoing inspection or opportunity to inspect, Lessee is as knowledgeable about the physical condition of the Leased Premises as Lessor, and on that basis, assumes all risks relating to the condition of the Leased Premises, except risks relating to environmental pollution not caused by Lessee.

4.8 Costs and Expenses of Lessor. Lessee shall forthwith pay to Lessor all costs and expenses, including reasonable attorney's fees, which are (1) paid or incurred by Lessor but are required to be paid by Lessee under any provision of this Lease; (2) paid or incurred by Lessor in enforcing any covenant of Lessee contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Leased Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, taxes, assessments, or rates; (3) incurred by Lessor in reviewing any matter for which Lessor's approval is sought and in processing such approval under this Lease; or (4) incurred by Lessor in connection with any other action in any respect related to this Lease, the Leased Premises, or Lessee's actions or omissions and the Leased Premises, other than a condemnation action filed by or against Lessee, to and in which Lessor is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all of Lessor's out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided herein, all costs and expenses of Lessor shall be payable by Lessee to Lessor forthwith after mailing or personal delivery of statements therefore to Lessee. Such obligations and interest shall constitute additional rents.

4.9 Surrender of Leased Premises and Improvements. Upon the expiration or termination (including termination resulting from Lessee's breach) of this Lease, Lessee, without further notice, shall deliver to Lessor, possession of the Leased Premises. Lessee's improvements shall remain the property of Lessee. At the expiration or termination of the Lease, or any extended term thereof, Lessee shall remove, demolish, or otherwise dispose of

all Lessee's improvements within one hundred twenty (120) days of expiration or termination, unless Lessor agrees otherwise, in writing, and shall leave Leased Premises in a clean and cleared condition. In the event of failure or refusal of Lessee to surrender possession of the Leased Premises or to remove Lessee's improvements from the Leased Premises in accordance with this paragraph, Lessor shall have the right to re-enter the Leased Premises and remove therefrom Lessee or any other person, firm or corporation claiming by, through or under Lessee, and to declare abandoned and/or remove Lessee's improvements therefrom, and to obtain damages for trespass from Lessee, including but not limited to the actual costs of removal.

4.10 Use and Restrictions. Lessee shall continuously use any improvements on the Leased Premises to either Operate a program for the general public or to support the operations of a program for the general public. Should Lessee's use of the Land change from an actual non-profit public service or direct support thereof, Lessee's rent shall increase on the 1st of the month following the change of use as outlined in Section 2.01 above.

4.11 Utility Services. Lessor shall arrange for its' own utility services and bear all costs for utilities.

4.12 Discrimination Prohibited. Lessee will not discriminate in allowing access to and use of the Leased Premises on the grounds of race, color, religion, national origin, ancestry, marital status, disability, gender, sex, sexual orientation or other legally protected status.

ARTICLE 5 INSURANCE

5.1 Liability Insurance. During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep in full force and effect, a policy or policies of general liability and property damage insurance which satisfies the coverage requirements set by Lessor with respect to the Leased Premises and the business operated by Lessee in which the limit of bodily injury, death, and property damage liability shall be not less than ONE MILLION (\$1,000,000) DOLLARS per occurrence and not less than TWO MILLION (\$2,000,000) DOLLARS in the aggregate, or such higher limits as Lessor may specify; provided, however, that no such limit shall in any way limit Lessee's liability or be construed as a representation of sufficiency to fully protect Lessee or Lessor. The policy or policies purchased pursuant to this paragraph shall name the Lessee as an insured and the Lessor as an additional insured with respect to the Leased Premises and the business operated by Lessee on the Leased Premises. A copy of each policy shall be provided to Lessor within three (3) days of the date this Lease is entered into.

5.2 Policy Provisions: Each policy of comprehensive general liability described above shall:

A. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff; counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Lessor, for any person claiming by, through or under Lessor.

B. Contain no provision relieving the insurer from liability for loss occurring while the

hazard to the building and other improvements is increased, whether or not within the knowledge of control of; or because of any breach of warranty or condition or any other act or neglect by Lessor, or any person claiming by, through or under Lessor.

- C. Provide that such policy may not be canceled, whether or not requested by Lessee, unless the insurer first gives not less than thirty (30) days prior written notice thereof to Lessor.
- D. Contain a waiver by the insurer of any right to subrogation to any right of Lessor or Lessee against either of them or against any person claiming by either of them.

ARTICLE 6 EMINENT DOMAIN

6.1 Permanent Taking. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination of the Lessor that all or materially all of the Leased Premises is necessary for a public purpose, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by the condemner, or the written determination of the Lessor.

If less than materially all of the Leased Premises are taken or if the Lessor determines that it needs less than materially all of the Leased Premises for a public purpose (herein called a "partial taking"), this Lease shall continue in effect except as to the portion so taken or condemned, but the rent to be paid by Lessee shall thereafter be reduced by a percentage equal to the proportion that the number of square feet in the Leased Premises so taken bears to the number of square feet of Leased Premises before the partial taking.

6.2 Disposition of Proceeds. Lessor is entitled to all proceeds of condemnation except those proceeds specifically allocated for Lessee's improvements.

6.3 Temporary Taking. If the whole or any part of the Leased Premises or of Lessee's interest under this Lease is taken by any competent authority for its temporary use or occupancy, this Lease shall not terminate by reason thereof and Lessee shall continue to pay all rental payments and other charges payable by Lessee hereunder and to perform all other terms, covenants, and conditions contained herein, except to the extent Lessee is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Lessee shall be entitled to receive the entire amount of the award and shall be obligated, at its sole expense, to restore the Leased Premises as nearly as may be reasonably possible to the condition in which they existed immediately prior to such taking; provided, however, that if the period of temporary use or occupancy extends beyond the expiration of the Lease Term, the award shall be apportioned between Lessor and Lessee as of said date of expiration, after Lessor shall have received the entire portion of the award attributable to physical damage to the Leased Premises and any improvements thereon and to the restoration thereof to the condition existing immediately prior to the taking or condemnation.

ARTICLE 7
ASSIGNMENTS AND MORTGAGES

6.1 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Leased Premises without Lessor's prior written consent. Lessor's consent shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

6.2

ARTICLE 8
TERMINATION, DEFAULT AND DEFEASANCE

8.1 Termination of Management and Operations Agreement. This Lease shall run contemporaneous to a Management and Operations Agreement signed and effective on the same timeframe. Should the Management and Operations Agreement be terminated for any reason whatsoever, this Lease shall automatically terminate as well.

8.2 Event of Default: Each of the following events shall be a default by Lessee and a breach of this Lease:

- A. Failure to Continuously Operate a Facility. Continuously operate shall be defined as open and operating regularly scheduled days and hours with no more than ninety (90) calendar days closure during any calendar year.
- B. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee or to perform as required or conditioned by any other covenant or condition of this Lease.
- C. Appointment of Receiver. The appointment of a receiver or trustee to take possession of the Leased Premises or improvements or of the Lessee's interest in the leasehold estate or of Lessee's operation on the Leased Premises for any reason, including but not limited to, assignment of benefit of creditors, but not including receivership pursuant to administration of the estate of any deceased or incompetent Lessee.

8.3 Notice and Right to Cure.

- A. Notices. As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy, give notice of default to Lessee.
- B. Method of Giving Notice: Lessor shall give notice of default by either personal service or by first class mail.
- C. Lessee's Right to Cure Default(s): If the alleged default is nonpayment of rent, Lessee shall have thirty (30) days after the notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.

- D. Non-Waiver: Acceptance by Lessor of any rents shall not be deemed to be a waiver by it of any breach by Lessee of any of its covenants contained in this Lease or of the right of Lessor to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Lessor of any breach by Lessee shall not be deemed to be a waiver of the right of Lessor to declare forfeiture for any other breach or of any other covenant.
- E. Right of Lessor to Protect Against Default: If Lessee fails to observe or perform any of its covenants contained herein, Lessor, at any time thereafter and with seven (7) days notice, or in the case of a situation deemed by Lessor to constitute an emergency, without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Lessee, and shall not be liable to Lessee or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of any of them. All costs and expenses paid or incurred by Lessor in observing or performing such covenant shall constitute additional rents, which Lessee shall forthwith pay to Lessor upon statements therefore.
- F. Lessor's Remedies: If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity or other provisions of this Lease, to which Lessor may resort cumulatively or in the alternative. The election of one remedy for any one default shall not foreclose an election of any other remedy for another default or for the same default at a later time.
- G. Termination in the Event of Default: Lessor may, at Lessor's election, terminate this Lease in the event of default by giving Lessee notice of termination. On the giving of the notice, all Lessees' rights in the Leased Premises shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Leased Premises and all Improvements not required to be removed, and Lessor may re-enter and take possession of the Leased Premises and all remaining improvements. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or accruing against Lessee, or any other relief available to Lessor.
- H. Recovery of Rent: Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of twelve and a half (12.5%) percent from the due date of each installment.
- I. Damages: Lessor shall also be entitled, at Lessor's election, to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination and the time the Leased premises are relet; (2) the amount, if any, by which the rent under this Lease exceeds the rent under any subsequent Lease upon reletting calculated over the Lease Term; and (3) all administrative, marketing, maintenance, repair, cleaning and similar costs incurred by Lessor.
- J. Application of Sums Collected by Lessor: Lessor shall apply all proceeds of reletting as follows: first, to the payment of reasonable expenses (including attorney's

fees and broker's commissions or both) paid or incurred by or on behalf of Lessor. Second, in recovering possession, placing the Leased Premises and improvements in good condition, and preparing or altering the Leased Premises or improvements for reletting. Third, to the reasonable expenses of securing new lessees. Fourth, to the fulfillment of Lessee's covenants to the end of the Lease term; and finally, to Lessor's uses and purposes.

K. Costs: In the event Lessee shall be in default in the performance of any of its obligations under this Lease, and Lessor takes any action to enforce this Lease, including, but not limited to, court action, Lessee shall pay Lessor all the expenses incurred by Lessor in taking such action including full and reasonable attorney's fees.

ARTICLE 9 GENERAL PROVISIONS

9.1 Lessor's Right to Entry, Inspection and Repair: Lessor may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours advance notice to Lessee of such inspection. To protect the confidentiality of Lessee's clients, Lessor shall take every step possible to not enter without the presence and consent of Lessee except in an emergency or upon agreement by Lessee, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Lessor may enter and inspect the Leased Premises on reasonable notice to Lessee (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or terminate the emergency. An emergency is any action, event or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and includes, but is not limited to, flood, fire, explosion, uncontrolled dangerous discharge or release of water or fluids, or the unauthorized or illegal placement of hazardous or toxic materials on Leased Premises. The provisions of this paragraph apply to Lessor solely in its capacity as Lessor hereunder and not in any other capacity.

9.2 Notices. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by facsimile, email (with a hard copy mailed first class) or mailed and addressed to the respective parties as follows:

To Lessor:
City of Bethel
Attn: City Manager
P.O. Box 1388
Bethel, Alaska 99559

To Lessee
Bethel Friends of Canine
Attn:
PO Box 2287
Bethel AK 99559-2287

with Copy to:

City of Bethel
Attn: Legal Department
PO Box 1388

- 9.3 Covenants and Conditions. Every provision in this Lease which imposes an obligation upon Lessee or invests an option, power, or right in Lessor shall be deemed to be a covenant of Lessee in favor of Lessor, and the time of observance and performance by Lessee of each such covenant shall be of the essence. Full and faithful observance and performance by Lessee of each of its covenants contained in this Lease shall be a condition of this Lease.
- 9.4 Integration and Amendments. Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Lessor and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and Lessee.
- 9.5 Survival and Severability: If any provision of this Lease shall be deemed to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, other than at the initiative or with the support of Lessor, within thirty (30) days of receipt of written notice of such holding, Lessor shall have the right and option, exercisable by written notice thereof to Lessee, to terminate this Lease effective as of the date of such written notice of exercise. It is understood and agreed that otherwise this Lease, except for such provision so held to be void or otherwise unenforceable, shall remain in full force and effect.
- 9.6 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. The designations "Lessor" and "Lessee" include their respective successors and assigns and shall be so construed that the use of the singular includes the plural number, and vice versa, and the use of any gender include the other genders. If at any time during the Lease Term Lessee is more than one person or entity, including persons who are partners and operate Lessee as a partnership, their liability thereunder shall be joint and several.
- 9.7 Lessor's Authority to Convey Fee Title. Lessor retains the absolute and unconditional right to convey fee title in the Leased Premises or an interest or estate therein, subject to this Lease and the interest of any Qualified Mortgagee.
- 9.8 Lessee's Authority to Execute Lease. The Lessee represents that the person signing this Lease on its behalf has been duly authorized by Lessee's Board of Directors to sign this Lease on behalf of the Lessee.
- 9.9 Captions: The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.
- 9.10 Execution and Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 9.11 Governing Law/Construction: This Lease shall be construed and governed by the laws of

the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirements for interpretation or construction shall arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the Bethel Court in the Fourth Judicial District at Bethel, Alaska.

IN WITNESS WHEREOF. Lessor and Lessee have duly executed and acknowledged this Lease.

CITY OF BETHEL

BETHEL FRIENDS OF CANINE

By: Peter A. Williams
City Manager

By:
President

Date Signed: _____

Date Signed: _____



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Google Earth

CITY OF BETHEL, ALASKA

ORDINANCE # 18-12(d)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2019 Budget

Be it Enacted by the Bethel City Council that the FY2019 Annual Budget be amended as described herein.

Section 1. The following sums of money may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2019 (July 1, 2018 to June 30, 2019).

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

- WHEREAS,** the current fire alarm panel in the Public Works Building is obsolete and incapable of sounding an alarm or initiating strobes and horns;
- WHEREAS,** the State Fire Marshall's Office requires that a fire-watch be maintained until such time as a public facility's fire protection system is fully functioning;
- WHEREAS,** Public Works building employees are currently engaged in a 24-hour fire-watch while people are in the building, in which a designated employee personally inspects the premises every hour and forwards daily reports to the Fire Marshall's Office;
- WHEREAS,** the cost to replace the fire alarm panel and to install strobes and horns is estimated to cost \$75,000;
- WHEREAS,** Prior to the City's log cabin building or former laundromat being moved or demolished, prudence dictates that an asbestos assessment be conducted;
- WHEREAS,** the estimated cost to have a professional company complete an assessment is \$6,200;

PROPERTY MAINTENANCE

Budget modification (a)

Account #	Increases	Amount
10-70-690 10-70-694	CAPTIAL EXPENDITUES-Fire alarm panel	75,000
10-70-669	OTHER PURCHASED SERVICES Asbestos asesment	6,200
	Total Increases	75,000
	Decreases	
10-39900	FUND BALANCE	81,200
10-66-577	Asphalt Products and Supplies	10,000
	Total Decreases	91,200
TOTAL	Net Change to Property Maintenance Budget	101,200

- WHEREAS,** the City has two steamers that are 30 years olds and one is inoperable and need of replacement.
- WHEREAS,** the City's two steamers are essential for thawing out frozen culverts in the spring time to facilitate drainage, reduce flooding, and minimize the damage to roads and private property due to erosion;
- WHEREAS,** the estimated cost to replace the steamer is \$75,000 each;

STREETS AND ROADS

Budget modification (b)

Account #	Increases	Amount
10-66-690	CAPITAL EXPENDITURES - Steamer	75,000
	Total Increases	75,000
	Decreases	
10-39900	FUND BALANCE	75,000

	Total Decreases	75,000
TOTAL	Net Change to Streets and Roads	75,000

WHEREAS, the Police Dispatch Center console is out-of-date, not upgradeable, and in need of replacement;

WHEREAS, ProComm Alaska will not provide a service contract to the City for the console in its current condition;

WHEREAS, the City applied for homeland security grant funding to cover the purchase cost of the console, but was turned down because the review committee felt the City should pay for the new console (i.e., the State should not be expected to replace the console every 7 years);

WHEREAS, the estimated cost for a company to purchase and install the entire console is \$480,000 (the cost of the console for two dispatch stations is \$206,000, plus \$150,000 for two system implementation services, plus \$36,000 for essential system support, plus \$80,000 for voice logger, and \$8,000 for contingency;

POLICE DEPARTMENT

Budget modification (c)

Account #	Increases	Amount
10-61-690	CAPITAL EXPENDITURES - Dispatch Center Console	480,000
	Total Increases	480,000
	Decreases	
10-39900	FUND BALANCE	480,000
	Total Decreases	(480,000)
TOTAL	Net Change to Police Department	480,000

WHEREAS, the City Risk Manager has determined that the City can benefit from first-hand knowledge of how to deter, mitigate, and respond to petroleum spills, confined space entry, and other hazardous events;

WHEREAS, City personnel in the Fire, Police, Port, Departments and Utilities Maintenance Division can and should receive the following training courses: Hazardous Materials, Confined Space Entry, and Confined Space Rescue;

WHEREAS, the Human Resources Manager will be responsible for scheduling the training and managing the training funds;

WHEREAS, the estimated cost for the courses is estimated at \$1,886/day in instructor expenses times 11 days (5 days for hazwopper + 1 day for Confined Space Entry + 5 days for Confined Space Rescue);

ADMINISTRATION

Budget modification (d)

Account #	Increases	Amount
10-51-545	TRAINING/TRAVEL	20,746
	Total Increases	20,746
	Decreases	
10-39900	FUND BALANCE	20,746
	Total Decreases	(20,746)
TOTAL	Net Change to Administration	20,746

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

PASSED AND APPROVED THIS 23RD DAY OF OCTOBER 2018 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Lori Strickler, City Clerk

, Mayor

Report Criteria:

- Actual Amounts
- All Accounts
- Summarize Payroll Detail
- Print Period Totals
- Print Grand Totals
- Page and Total by Fund
- All Segments Tested for Total Breaks
- [Report].Account Number = "1039900"

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
FUND BALANCE			07/01/2018 (00/18) Balance	10-39900			13,429,827.95-
			07/31/2018 (07/18) Period Totals and Balance		.00 *	.00 *	13,429,827.95-

Number of Transactions: 0 Number of Accounts: 1

Debit	Credit	Proof
.00	.00	.00

Total GENERAL FUND:

Number of Transactions: 0 Number of Accounts: 1

Grand Totals:

Debit	Credit	Proof
.00	.00	.00



Frontier Fire Protection

PH: 907-694-4696 | FX: 907-694-5696 | 3830 Harca St., Eagle River, AK 99577

Fire Alarm Report

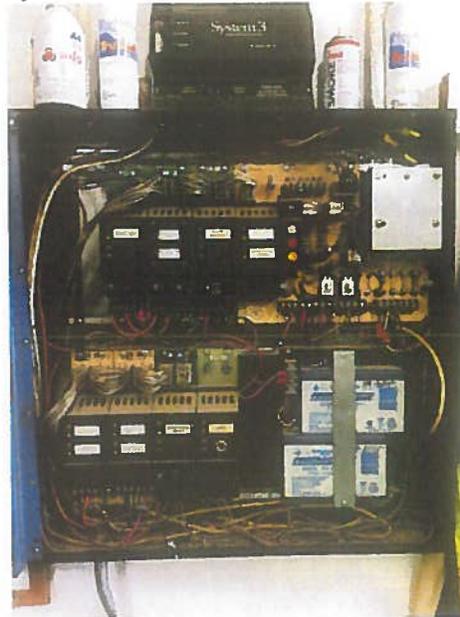
No
00051
IFC System Status:
1

Customer Information

Site Name	Report To Entity:	Inspector
City Shop	City of Bethel	Cameron Grandorff 10-041
Site City	Contact	Inspection Date
Bethel	Maintenance	06/15/2018
Site Address	Phone	Inspection Time
City Shop		12:00

Site Location:

System



Systems Information

Monitoring Provider	Panel Manufacturer	Number of panel IDC's?:	AC Disconnect Location
NA	Pyrotronics	4	
Monitoring Account	Panel Model	IDC Circuit Type:	Battery Size & Terminal Type
NA	System 3	Class B	12v 7ah F1
Troubles Indicated?:	Panel Type	Number of panel NAC's?:	Backup Power Type
1	Conventional	2	Battery
Panel Indicates Normal Condition?:	Boosters &/OR Power Supplies:	NAC Circuit Type:	Battery Manf. Date (Rep. after 5 years).
Yes	0	Class B	



Frontier Fire Protection

PH: 907-694-4696 | FX: 907-694-5696 | 3830 Harca St., Eagle River, AK 99577

Fire Alarm Report

No.
00051
IFC System Status
1

Comments and Deficiencies

Deficiencies Noted:

Main board in trouble, main board blowing fuses on power limited circuits indicating panel is bad. Panel not able to provide power to initiating or indicating circuits. Panel needs to be replaced as it is not responding to inputs.

Inspector Comments & Suggestions:

NA



Frontier Fire Protection

PH: 907-694-4696 | FX: 907-694-5696 | 3830 Harca St., Eagle River, AK 99577

Fire Alarm Report

No.
00051
IFC System Status:
1

Customer Information

Site Name	Report To Entity:	Inspector
City Shop	City of Bethel	Cameron Grandorff 10-041
Site City	Contact	Inspection Date
Bethel	Maintenance	06/15/2018
Site Address	Phone	Inspection Time
City Shop		12:00

Site Location:

System



Systems Information

Monitoring Provider	Panel Manufacturer	Number of panel IDC's?:	AC Disconnect Location
NA	Pyrotronics	4	
Monitoring Account	Panel Model	IDC Circuit Type:	Battery Size & Terminal Type
NA	System 3	Class B	12v 7ah F1
Troubles Indicated?:	Panel Type	Number of panel NAC's?:	Backup Power Type
1	Conventional	2	Battery
Panel Indicates Normal Condition?:	Boosters &/OR Power Supplies:	NAC Circuit Type:	Battery Manf. Date (Rep. after 5 years)-
Yes	0	Class B	



Frontier Fire Protection

PH: 907-694-4696 | FX: 907-694-5696 | 3830 Harca St., Eagle River, AK 99577

Fire Alarm Report

No.
00051
IFC System Status
1

Initiating and Input Devices

Manual Stations Tested:

9

Manual Stations Failed:

9

Smoke Detectors Tested:

4

Smoke Detectors Failed:

4

Heat Detectors Tested:

1

Heat Detectors Failed:

1

Combination Detectors Tested:

NA

Combination Detectors Failed:

0

Combination Detector Type:

NA

Water Flow / Pressure Switches Tested:

1

Water Flow / Pressure Switches Failed:

1

Fire Pump Signals Tested:

NA

Fire Pump Signals Failed:

0

Valve Tamper Tested:

NA

Valve Tamper Failed:

0

Other Input or Initiating Devices and Comments:

Indicating and Control Devices

Horn-Strobes Tested:

3

Horn-Strobes Failed:

3

Horns Tested:

NA

Horns Failed:

0

Strobes Tested:

NA

Strobes Failed:

0

Sounder Bases Tested:

NA

Sounder Bases Failed:

0

Bells Tested:

9

Bells Failed:

9

Elevator Recall Functions Tested:

NA

Elevator Recall Functions Failed:

0

Door Releases Tested:

NA

Door Releases Failed:

0

HVAC / Fan Shutdown Tested:

NA

HVAC / Fan Shutdown Failed:

0

Other Indicating and Control Devices and Comments



Frontier Fire Protection

PH: 907-694-4696 | FX: 907-694-5696 | 3830 Harca St., Eagle River, AK 99577

Fire Alarm Report

No
00051
IFC System Status
1

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Inspector Comments & Suggestions:

NA



Frontier Fire Protection

PH: 907-694-4696 | FX: 907-694-5696 | 3830 Harca St., Eagle River, AK 99577

Fire Alarm Report

No
00051
IFC System Status:
1

Finalization

All systems returned to normal state and re-enabled?:

Yes

IFC System Status:

1

Systems called back into service with monitoring?:

Yes

System Status 1: System is out of service or major system functions will not operate as designed or intended.

Frontier Fire Protection does not assume any responsibility for failure to operate as such failures may be due to causes beyond our control such as malicious tampering, accidents or failure to perform required modifications. The owner is responsible for further care and maintenance described in NFPA 72. The Fire Alarm System has been placed back into service and any deficiencies have been explained in comments section.

Inspector Signature

Customer Representative Signature



Frontier Fire protection
3830 Harca St
Eagle River AK 99577

June 20, 2018

City of Bethel

City Shop Fire Alarm Replacement

To whom it may concern,

It has come to our attention that the fire alarm panel in the city shop building is no longer in service. The panel is showing signs of several internal problems. The fire panel is obsolete, parts are no longer available. At this time the FACP is no longer functioning in either detection or notification of fire related events.

Frontier Fire Protection is pleased to provide you with a proposal to replace the system with a new addressable FACP and all field devices. This proposal includes direct replacement of the fire alarm panel and associated devices on an emergency basis and does not include engineering, permitting, modification or updating of system design or drawings. Associated field devices must also be replaced due to incompatibility and insufficient audible/visual notification.

This proposal includes the following:

\$5,300 Material & Shipping (to include control panel and associated field devices)
\$10,920 Installation Labor & Commissioning Labor
\$2,650 Flights, Food, Transportation and Lodging

Proposal Total: \$18,870.00

This proposal must be signed and returned within 30 days of date shown above.

Proposal does not include:

Demolition, Patch, Paint, Etc.

Replacement or repair of existing wiring

Weather Delays billed at 8 hours per day per worker plus expenses

Anything not specifically stated in Includes.

Drawings, Permitting, Engineering

Cameron Grandorff
Frontier Fire Protection

Frontier Fire protection
3830 Harca St
Eagle River AK 99577

June 20, 2018

City of Bethel

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Drawings, Permitting, Engineering

Cameron Grandorff
Frontier Fire Protection



Johnson Controls Fire
5430 Fairbanks Street, Suite 7
Anchorage, Alaska 99518

Tele: 907-743-9140
Fax: 907-249-2783
matthew.fosberg@jci.com

August 16, 2018

Bethel City Shop
1150 Ridgecrest
Bethel, AK 99802

Attn: Bill Arnold
Re: Quote

Dear Bill,
Below is the quote you requested. If you should accept, sign and fax back to me. If you have any questions please call me @ 743-9140.

Qualifications: Troubleshoot problems with the alarm panel at the City Shop. Please note that troubleshooting may lead to further quotes to correct problems found. Note that this quote assumes transportation will be provided to and from the airport to the City Shop by the City of Bethel. If a car rental becomes necessary all costs to rent the vehicle will be added to the final billing.

Quote: Time and material not to exceed \$3555.00

Exclusions:

- Any work not specifically included in the qualifications above
- Any delays or additional trips caused by others will be billed at \$149.50/hour
- Any additional work required by the Fire Marshall or other approving agencies
- Power and/or Control wiring, conduit and connections
- Identification of Piping if required
- Removal and/or replacement of ceilings and walls, or access doors if required
- Cutting, patching, and/or any masonry and/or preparation for painting, if required
- Backflow device if required
- ETPs or scaffolding

This quote price will remain in effect for 30 days. The price is subject to a mutually agreeable 50% cost escalation.

Sincerely,

Peter A. Williams
Owner or Owner's Representative

Matthew Fosberg
Systems Integrity Representative

8/21/2018
Date



Johnson Controls Fire
5430 Fairbanks Street, Suite 7
Anchorage, Alaska 99518

Tele: 907-743-9140
Fax: 907-249-2783
matthew.fosberg@jci.com

August 16, 2018

Original City Shop
1150 Ridgcrest
Bethel, AK 99879

Attn: Bill Arnold
Re: Quote

Dear Bill,
Below is the quote you requested. If you should accept, sign and fax back to me. If you have any questions, please call me @ 743-9140.

Qualifications: Troubleshoot problems with the alarm panel at the City Shop. Please note that troubleshooting may lead to further quotes to correct problems found. Note that this quote assumes transportation will be provided to and from the airport to the City Shop by the City of Bethel. If a car rental becomes necessary all costs in rent the vehicle will be added to the final billing.

Quote: Time and material not to exceed \$1555.00

Exclusions:

- Any work not specifically included in the qualifications above.
- Any delays or additional trips caused by others will be billed at \$149.50 hour.
- Any additional work required by the Fire Marshall or other approving agencies
- Power and/or Control wiring, conduit and connections
- Identification of Piping if required.
- Removal and/or replacement of ceilings and walls, or access doors if required.
- Cutting, patching, and/or any painting and/or preparation for painting, if required.
- Backflow device if required
- Lifts or scaffolding

The quoted price will remain in effect for 30 days. The price is subject to a mutually agreeable Subcontract for the work.

Sincerely,

Matthew Fosberg
Systems Integrity Representative

Peter New Williams

 Owner or Owner's Representative
 8/21/2018
 DATE



SERVICE REQUEST

FORWARD TO YOUR ACCOUNTS PAYABLE DEPARTMENT

License #	12-018	TR#	175038	RACKLIFF, CHRISTOPHER
Project #	99999996	Task/SR#	62976942	42723598

NAME		City of Bethel-City Shop			CUSTOMER PO			
ADDRESS (OR ATTENTION OF)		City of Bethel/City Shop BETHEL, AK 99559-0000			LABOR-REG	LABOR-OT	LABOR-DT	
					8	3	0	
TR ARRIVAL DATE	BILL	NON-BILL	SERV. COMPL.	CUSTOMER NUMBER	NAT. ACCT.	PHONE		INSP-MONTH
12-SEP-2018 10:32:51				449-01706219	N			

NAME(BILL TO)	City of Bethel-City Shop		LABOR-REG	LABOR-OT	ARRIVAL
ADDRESS	City of Bethel/City Shop		8	3	12-SEP-2018 10:32:51
CITY	STATE	ZIP	MILES	DEPART	
BETHEL	AK	99559-0000		12-SEP-2018 10:33:06	

I authorize SimplexGrinnell to proceed with the work as agreed to and outlined below:

Authorized with phone call	12-SEP-2018 14:33:06
(Preauthorization Customer Signature)	Date

PAYMENT TERMS				
TIME AND MATERIAL DEPOSIT (\$)		PRICE NTE		FIXED PRICE
		BALANCE DUE (\$)		BILL AMT

SCOPE OF WORK/PROBLEM CODE	General Service
WORK PERFORMED/RESOLUTION CODE	Identified Problem Panel shows normal on arrival. Checked voltages on circuits throughout panel, no voltage. Checked fuses, 4 total fuses on main board, 3 on cards. 1 fuse on main board is blown. Replaced fuse and turned power back on, fuse blew immediately. No power on any circuit on main board or cards. Replaced fuse and disconnected transformer output and turned back on, fuse did not blow. Checked power output from transformer, no power detected. Disconnected all outgoing circuits from main board and reconnected transformer, fuse blew again. Problem is in either the transformer or main circuit board, transformer is part of the main board. Will either need to replace main board or install new fire alarm panel.

PRODUCT ID	QTY	DESCRIPTION	UOM
SYSTEM TYPE	FA	CONTACT NAME	

IMPORTANT NOTICE TO THE CUSTOMER

Customer acknowledges and agrees to the terms and conditions on the reverse side of this Service Request, agrees that the services have been completed to Customer's satisfaction and the system is in good working order and repair, unless services performed were of a temporary nature, in which case Customer acknowledges that part of customer's system may have been bypassed or is otherwise inoperable until service can be completed.

CUSTOMER'S ACTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE REVERSE SIDE.

Additional charges may apply if a return trip is required

CUSTOMER ACCEPTANCE



September 20, 2018

City of Bethel
300 State Street
Bethel, Alaska 99559
Attn: Bill Arnold

TRAINING
TEL (907) 272-8852
FAX (907) 272-0319
TOLL FREE IN AK (800) 458-2580

CONSULTING & ENGINEERING
TEL (907) 272-9336
FAX (907) 272-4159

RE: Former Laundry Mat and Former Police Barracks

Subj: Hazardous Building Materials Survey (HBMS) – Cost Quote

As requested, Environmental Management, Inc. (EMI) is providing this cost proposal to conduct a Hazardous Building Material Survey (HBMS) on two separate buildings in Bethel, Alaska. It is EMI's understanding that each of the two buildings are approximately 2,500 to 3,000 sq.ft. in size, with one previously operating as a laundry mat while the other operated as a police barrack, among other things. The purpose of this survey will be to inspect building materials for asbestos containing materials (ACM), lead-based paint (LBP) and other potentially hazardous regulated materials in preparation for demolition. The survey will be in accordance with EPA's NESHAP regulatory compliance requirements. EMI will perform a thorough site inspection, collect samples of suspect materials as needed, validate sample contents either through laboratory analysis (Asbestos), field testing (XRF-Lead) or visual inspection (mercury, light ballasts, etc.).

Asbestos Survey

The asbestos surveys will be conducted in compliance with OSHA and EPA commercial building inspection standards (40 CFR 61, 29 CFR 1910, 29 CFR 1926, and 40 CFR 763). Materials containing above 1% asbestos detected in any single sample are defined as ACM even if other samples of the same material are found to be asbestos free. The asbestos inspection will include the following elements:

- a) The buildings will be inspected for materials suspected to be ACM. Bulk samples of suspected materials will be collected using proper methods and techniques as outlined in 40 CFR 763. The inspector will ensure to collect building materials from all layers in the sample. Destructive methods for sampling will be used. Sample locations will not be repaired.
- b) The location of each sample and a brief description (color, use, etc.) will be recorded on a field sample log with the location also noted on the building drawings showing the floor plan. Pictures may also be used to document the sample locations.
- c) Chain of custody documentation will be completed and the samples prepared and packaged for submittal to the laboratory. Samples will be submitted to a NVLAP accredited laboratory, for polarized light microscopy (PLM) analysis with point counting for all results less than 10%.

Lead-Based Paint Survey

The LBP testing methods will meet the requirements of the EPA to identify if the paint is considered LBP. EPA defines LBP as any paint or other coating with lead concentrations greater than 1 mg/cm², or 0.5% (mass of lead per mass of material) by laboratory analysis. Paint with lower concentrations of lead may be a health hazard or OSHA compliance concern if mishandled or disturbed by cutting, torching, or

grinding. A Niton Xl_p 300 XRF which is approved by EPA to test for LBP will be used to check for the presence of LBP on representative surfaces in each building.

Other Hazardous Building Materials

The building will be visually inspected for other hazardous building materials. The inspection will include checking the structure for building materials such as florescent light fixtures with mercury vapor bulbs, mercury switches, radioactive fire exit signs, PCB ballasts and other materials as identified by the inspectors.

Reporting

A report will be developed that documents the results of this HBMS. All identified hazardous materials observed in the survey will be quantified and documented in the report. Positive sample locations will be shown on building drawings along with the specific locations with hazardous materials. The report can be provided in both electronic and paper formats.

Cost to Complete HBMS for Two City of Bethel Buildings: \$6,175

The following items will be provided by the client:

- 1. Access into the buildings.
- 2. Means of access elevated spaces (ladder, man-lift, etc.)

The following items are excluded from this proposal:

- 1. Repair of materials damaged to collect samples.
- 2. Rush analysis - Bid based on five day turnaround for laboratory sample analysis.
- 3. Samples for any hazardous substances except asbestos not included in the cost quote (such as PCBs, mercury, VOCs, etc.) .

Schedule

The HBMS site work will be scheduled once a signed Notice to Proceed (NTP) has been returned. As of the time of this proposal EMI's availability to conduct the work will be late October with a report delivered in November. Delays in submitting a signed NTP may result in delays.

We appreciate the opportunity to provide you with a proposal for this project. If you have any questions don't hesitate to contact Shayla Marshall, or the undersigned at 907 272-9336.

Sincerely,
ENVIRONMENTAL MANAGEMENT, INC.



Glenn Hasburgh
Environmental Scientist

Endorsement (Notice to Proceed):
Please proceed with the City of Bethel HBMS (two properties) assessment described above.

Signature (_____) Title _____ Date _____
print name

733 East Whitney Road
Anchorage, Alaska 99501



Direct Line: 907-891-7834
Cell: 907-223-7242
Fax: 907-276-0889

PROPOSAL

To: City of Bethel Bethel, AK Attn: James Fleming	Date May 1, 2018 F.O.B. Anchorage, AK Delivery 6-8 weeks ARO Terms To Be Determined
---	--

WE ARE PLEASED TO OFFER THIS PROPOSAL AS FOLLOWS. SUBJECT TO APPROVED TERMS AND CONDITIONS

Quantity	Description	Each	Total
1	Sioux Dakota series II Model S4D250-DTT Steam Cleaner equipped as follows: - Oil fired burner - 4-gpm @ 250 psi 320-degree steam - Walters steam gun with shutoff valve - 1/2" x 100' steam hose - Round steam nozzle - 3" stainless steel fan nozzle - Highway insulated and enclosed trailer package - 4-wheel tandem axle - Electric brakes - 2-5/16" ball coupler - Leveling jack - LED tail lights with wiring harness - 535 gallon poly water supply tank - Exhaust ductwork w/ rain cap - Motorized louver - 2-ea. 1000-watt electrical heaters - 7000-watt Kubota diesel engine driven generator		\$ 55,218.00

ENTER OUR ORDER FOR THE ABOVE:

PURCHASER _____
 BY: _____
 TITLE _____
 DATE _____

CONDITIONS:

Prices are subject to change and will be those in effect at time of delivery.
 Delivery date is based upon our existing stock or a promise given by our supplier and is subject to delay for conditions beyond our control.

CRAIG TAYLOR EQUIPMENT COMPANY

By _____
 Larry D Sweesy Sales Representative

THANK YOU FOR YOUR BUSINESS!



2100 E. 63rd Ave
Anchorage, Alaska 99507
Phone: 907-563-1176
Fax: 907-261-2663

815 2nd Avenue, Suite 113
Fairbanks, Alaska 99701
Phone: 907-452-4428
Fax: 907-452-4908

September 20, 2018
Burke Waldron
Chief of Police
Bethel Police Department

Re: Budgetary Quote for Motorola MCC 7500e K-1 Core
Conventional Dispatch Console upgrade. This is not an offer to sell
and is not in any way binding upon Motorola Solutions, or it's
Manufacturer's Representative ProComm Alaska.

Dear Chief Waldron:

Thank you for your interest in Motorola's new IP based MCC
console series. Per our discussions and meetings, we had agreed
that the budgetary quote would cover the costs associated with the
replacement of 2 positions of your Motorola Gold Elite system with
2 positions of the new IP based Motorola MCC 7500E IP based
console system electronics equipment. We would utilize existing
ergonomic workstations and existing connectivity at Bethel PD
dispatch.

The Motorola MCC 7500E console is capable of performing
conventional radio system control, as well as becoming directly
connected to the ALMR system for statewide connectivity and
interoperability with the State Troopers and other agencies if your
center should ever need that capability. This capability would give
you statewide coverage with all ALMR sites.

At this time and for this budgetary quote, we are assuming that this
proposed solution will represent a non-direct connect solution and
no ALMR connectivity, and that access to your conventional
channels by way of a Conventional Channel Gateway will be by way
of controlling the local Console radios in the communications
room, or a direct wired connection to those assets.

The MCC 7500E will use a very close GUI screen replica of the
Motorola Gold Elite screens you are now using, so training your
dispatchers will be eliminated. Only the console electronics will
change. Your screens can remain virtually the same, or you can ask
us to add additional resources, icons, or functions as needed or
make appearance changes at the time of installation.

Voice logging interfaces will be managed by voice processing
modules since you don't have an IP based voice logger. The





Motorola voice processing module (VPM) is capable of providing you with up to 20 channel access to your analog voice logging recorder. If you wish to exceed that for total traffic load, another MCC 7500E VPM must be purchased. Due to the cost of this analog to digital IP interface, it is recommended that you source an IP based Digital Voice Logging Recorder from Motorola that is Motorola Authorized and Certified to work with your IP based console for the long term. One that we can offer and maintain as part of your system.

We will provide you with the capability of controlling Auxiliary Inputs and Outputs (Aux I/O's) for SCADA controls with 48 High outputs and 16 Low outputs meeting your Aux I/O's at an existing termination block in the comm. room. Instant Recall Recording will be provided at each position with a "last 30 minutes of voice traffic capacity".

Motorola will supply racks, shelves, and equipment to install this system and provide you with all servers, licenses, firewalls, and gateways for your network to operate the system for seamless interoperability and dispatcher operator familiarity.

The equipment list will include Master Site Licenses, Site Gateways, Site Switches, Low Density (20 channels or less) Conventional Channel Gateways (CCGW), Conventional Site Controllers, MCC 7500E Operating System Software for IP Console Operation, 20 channel Software Licenses, MCC Series Desktop Gooseneck Mics, MCC Series wired headsets and headset jacks, USB Audio interface modules for external speakers provided, Workstation Windows 10 - 128 bit software, 19" LCD touch screen monitors, AES, DES-OFB, ADP encryption, site manager software, power distribution outlets, KVM for encryption programming, and a list of recommended spares for quick on-site maintenance.

The installation will include logistics for pre-sale and post-sale work, ProComm and Motorola Engineering, Project Management and meetings, shipping, receiving, inventory, time to set up and knock down the temporary solution while we install the new equipment with a good cutover plan and cutover coaching, final acceptance testing, and sign off, with a quote for 24/7/365 support.





If ALMR Direct Connect is required at some point in the future, Upgrade Operations from Motorola will be involved which adds to the labor portion of the upgrade significantly, due to all the work, planning, software, program writing, and interface equipment that needs to be done at the Tudor Road ALMR, Municipality of Anchorage AWARN system, and Birch Hill ALMR switches for statewide talk group interoperability. Those prices are not included but can be estimated at \$30K per position for the labor and logistics for the ALMR/AWARN Motorola FST to do the work.

Budgetary Quote: 2 positions of MCC 7500E K-1 Core Conventional console as described above installed in Bethel PD will estimate at \$98,000 per position or \$196,000 plus System Implementation Services of \$75,000 per position or \$150,000 for Turnkey Installation, Optimization, Project Management, Post Sale Engineering, System Technologist, System Documentation, Freight, Logistics, Mileage, Plus add One Year of Essential Plus Support Services at \$36,000. The final quote will apply HGAC (Houston-Galveston Areawide Contract) #RA05-15 discount which will provide you with sole source capabilities and also may lower pricing at that time. Total 2 positions \$382,000 estimated. This project will be presented and sold on Motorola paper direct to the City of Bethel and all eligible discounts will be applied at the time of final offering.

Optional 24 channel IP based Verint Voice Logger installed and optimized with training for your Jesslyn and others: \$40,000.00

Let me know if you need more details Burke. Thank you for your support and for the opportunity to provide you with information on our exciting Next Generation Motorola Dispatch Console products. If you need to upgrade your ergonomic workstations, we still do Watson Dispatch work stations. Also if you would like budgetary numbers on mobile data or other FirstNet broadband products, let me know. As time goes on, prices on newer technology increases, so now is the time to act. We also hope you replace your repeaters too and that will help a lot. We appreciate your loyalty and radio orders too!

Sincerely,

Gary Peters
ProComm Alaska





Professional Communications
for Productive Alaskans





870 Cordova Street
Anchorage, AK 99501 USA

907.222.7612

www.beaconohss.com

City of Bethel
Attn: Patty Burley

September 20, 2018

PROPOSAL FOR SERVICES: CITY OF BETHEL

Beacon Occupational Health and Safety Services, Inc. (Beacon) appreciates the opportunity to submit this proposal for training services for City of Bethel.

Beacon is a woman owned business incorporated and licensed in the state of Alaska. We provide high quality, convenient, market competitive medical, safety and training services to employers throughout the state. Beacon understands the demands placed upon businesses today and our goal is to assist them in providing a safer, healthier environment for their employees.

Beacon has established a reputable list of clients that continue to contract with Beacon because of the high quality of service and acute attention to customer's needs and requirements. All of these services are provided or coordinated by our office in Anchorage and are performed throughout Alaska.

PURPOSE

This proposal is submitted to City of Bethel by Beacon for providing:

- 24 Hour HAZWOPER
- 40 Hour HAZWOPER
- HAZCOM
- Confined Space Entry
- Confined Space Rescue

This proposal identifies our understanding of the scope of work needed by City of Bethel and related pricing for these services:

24 Hour HAZWOPER

This course is designed to meet the requirements of OSHA 1910.120(e)(3)(ii)&(iii). The course will include review of the OSHA requirements for employees who may have limited exposure to hazardous materials in either everyday operations or periodically. Other topics discussed will include toxicology, air monitoring, confined space requirements, safe drum handling, and site characterization. During the course time is spent reviewing the

•Day one covers Confined Space Entry and HAZMAT Awareness and is designed to set the foundation for the students by familiarizing them with the OSHA requirements for general workers to enter and work in both Permit Required and Non-Permit Required Confined Spaces. It will also ensure that the student has a fundamental knowledge of the Hazardous Materials that may or may not be encountered during a rescue operation.

•Day two is spent learning how to apply proven rescue techniques to Confined Space operations, the use of the specialized rescue equipment, and a thorough hands on lesson on ropes and knots where each student will have to demonstrate his/her ability to quickly and confidently tie each of the required rescue knots and hitches that will be used for rescue operations.

•Day three will include training on building and utilizing mechanical advantage systems, multiple vertical and horizontal confined space rescue scenarios with the students participating in various capacities that include, Incident Commander, Haul Team Leader, Safety Officer, Rescuer, and Victim in order to see all aspects of the different operations.

All students must demonstrate to the instructor through practical evaluation that he/she is competent before a certificate can be received. This course is somewhat physically demanding and students will be required to demonstrate the ability to operate in small spaces while wearing a full face respirator, mandating a current quantitative mask fit test. On-site training will utilize the rescue equipment available to the students. For on-campus training it is recommended that a current list of confined space rescue equipment be e-mailed or faxed to the instructor prior to the class to ensure the training equipment is as similar as possible to that of the students sponsoring organization.

New Business

Introduced by: City Manager Williams
Date: October 23, 2018
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #18-26

**AN ORDINANCE AMENDING THE OFFICIAL
MAP AND LAND USE CODE**

WHEREAS, on July 2, 2018 the City of Bethel applied for an amendment to the official map and land use code involving lot 4, block 15, of United States Survey 3230 A Bethel Townsite, the physical address is 781 3rd Avenue;

WHEREAS, the proposed zoning amendment would further goals and objectives of Bethel's Comprehensive Plan;

WHEREAS, the Planning Director/Land Use Administrator for the City of Bethel has determined that the proposed zoning amendment has not been found to be in conflict with the provisions found in Title 18 of the Bethel Municipal Code and recommends approval for the re-designation;

WHEREAS, the General Use District is intended to allow a mix of compatible residential and commercial uses;

WHEREAS, the **PLANNING COMMISSION** has reviewed the application for amendment to the Official Map and Land Use Code and voted 4 to 0 on October 11, 2018 to approve and recommend presenting the proposal in ordinance form to the to the Bethel City Council to gain approval.

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that:

Section 1. Classification: This ordinance is of a permanent nature and shall become part of the Official Map and Land Use Code.

Section 2. Amendment: The zoning district regulating the above-described land is to be re-designated from Public Lands and Institution (PLI) to General Use (GU).

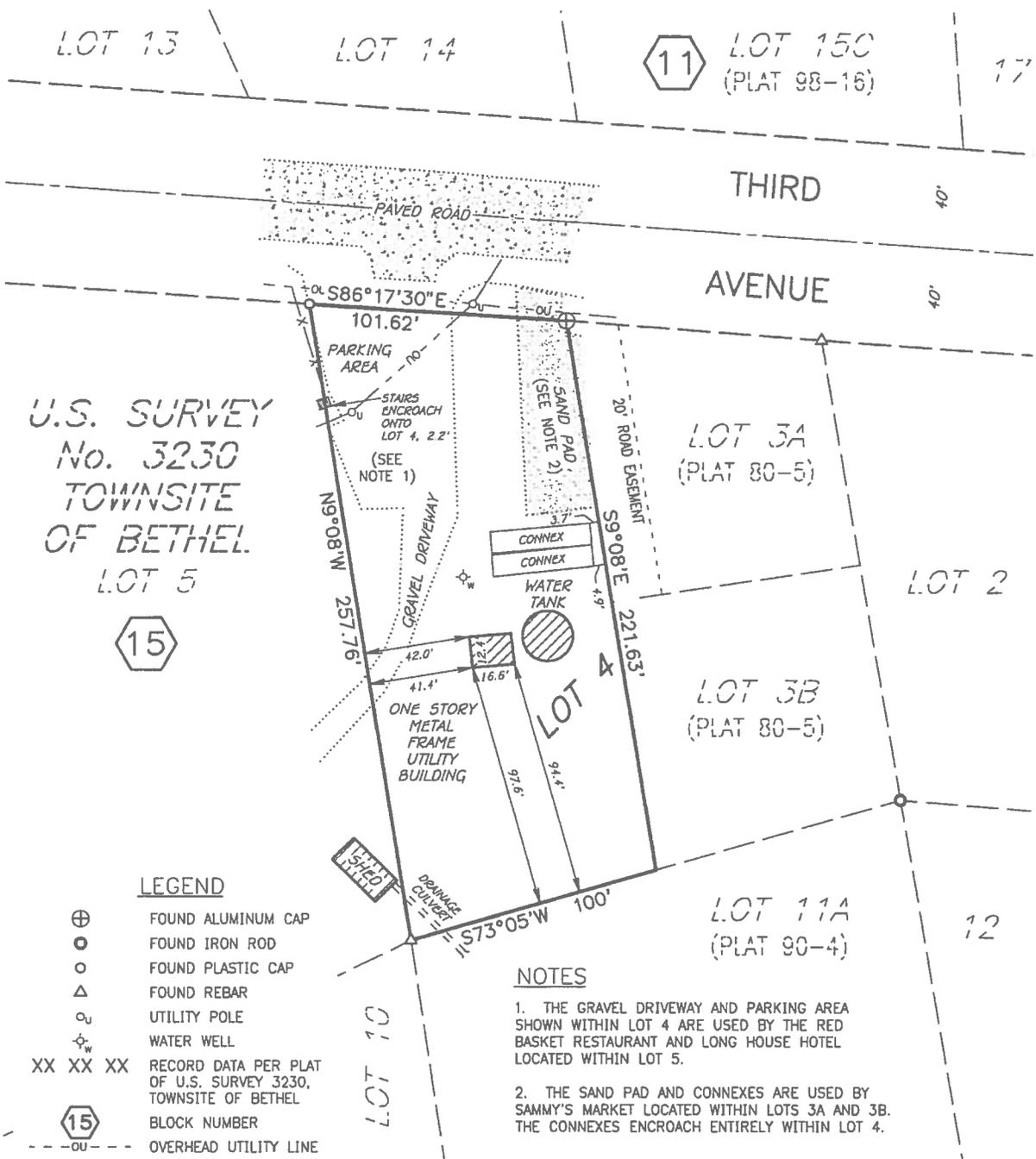
Section 2. Effective Date. This ordinance shall become effective immediately upon passage by the City Council.

ENACTED THIS DAY _OF 2018, BY A VOTE OF _IN FAVOR AND _OPPOSED.

ATTEST:

Lori Strickler, City Clerk

Fred Watson, Mayor



U.S. SURVEY
No. 3230
TOWNSITE
OF BETHEL
LOT 5

15

LEGEND

- ⊕ FOUND ALUMINUM CAP
- FOUND IRON ROD
- FOUND PLASTIC CAP
- △ FOUND REBAR
- ⊙ UTILITY POLE
- ⊙ WATER WELL
- XX XX XX RECORD DATA PER PLAT OF U.S. SURVEY 3230, TOWNSITE OF BETHEL
- 15 BLOCK NUMBER
- OU- OVERHEAD UTILITY LINE
- x-x- WOOD RETAINING WALL

NOTES

1. THE GRAVEL DRIVEWAY AND PARKING AREA SHOWN WITHIN LOT 4 ARE USED BY THE RED BASKET RESTAURANT AND LONG HOUSE HOTEL LOCATED WITHIN LOT 5.
2. THE SAND PAD AND CONNEXES ARE USED BY SAMMY'S MARKET LOCATED WITHIN LOTS 3A AND 3B. THE CONNEXES ENCREACH ENTIRELY WITHIN LOT 4.

AS-BUILT

I hereby certify that I have, or someone under my supervision has, inspected the property described as:

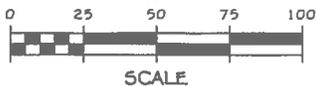
LOT 4, BLOCK 15,
U.S. SURVEY No. 3230,
TOWNSITE OF BETHEL
Bethel Recording District

The improvements situated thereon are within the property lines and do not encroach or overlap onto adjacent properties, nor do any improvements from adjacent properties encroach or overlap onto this property, except as indicated hereon.

No lot corners have been set. The property dimensions shown are from the record plat and are not necessarily as we may have measured. The improvement locations are approximate and have been determined only to the extent that enables us to determine if there are any encroachments onto or off of the lot. Drafting and reproduction may produce graphic inconsistencies; therefore scaling should not be attempted to determine unshown dimensions. This drawing is not adequate for additional construction or for determining the exact location of property lines. Only easements from the recorded subdivision plat noted above are shown hereon and it is the responsibility of the owner to determine if any other easements, covenants, or restrictions exist.

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McCLINTOCK LAND ASSOCIATES, INC.
16942 NORTH EAGLE RIVER LOOP ROAD
EAGLE RIVER, ALASKA 99577-7801
(907) 694-4499
LICENSE No. AECC596

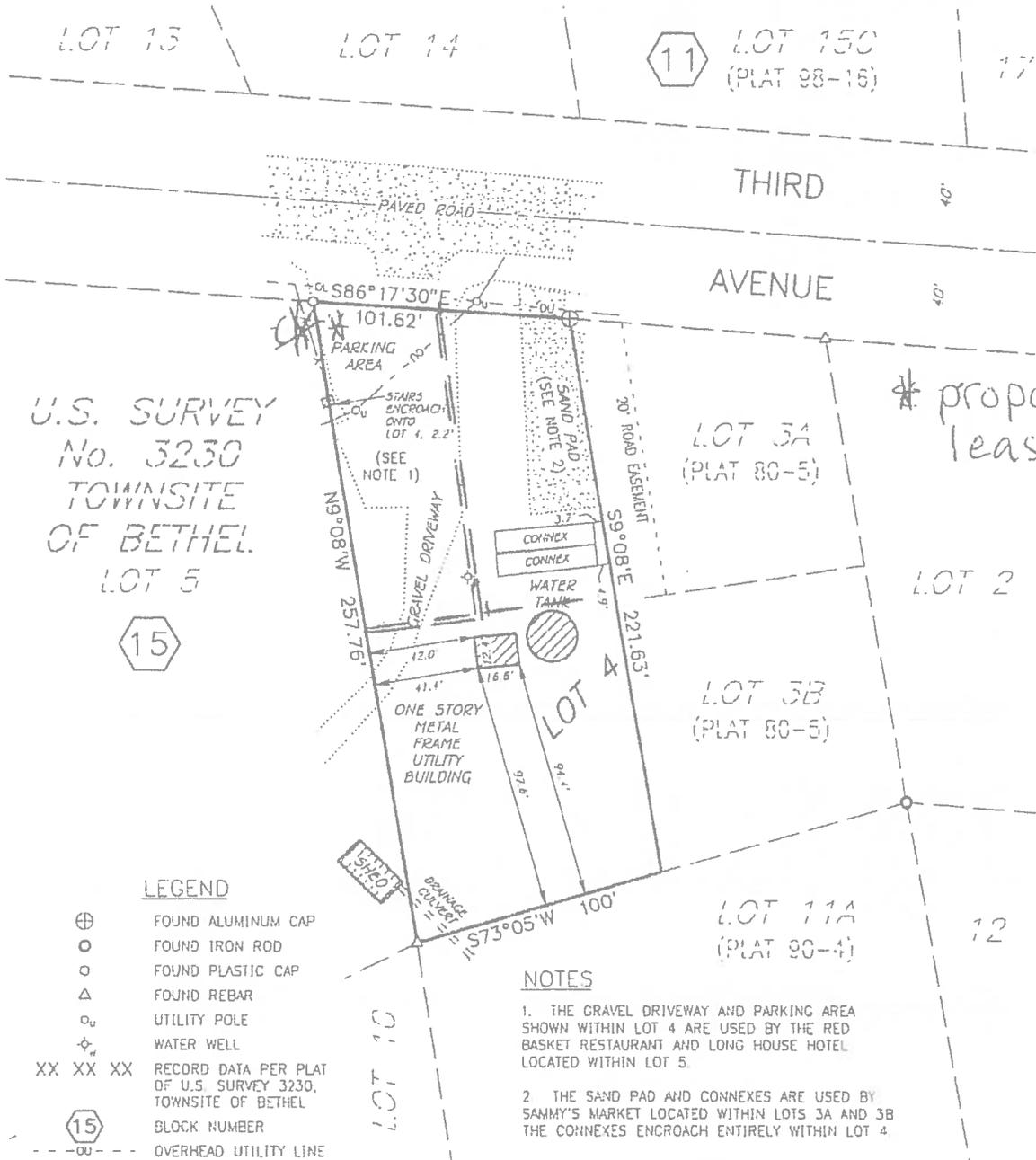
FIELD WORK DATE: 8-15-18
DRAWN DATE: 9-13-18

PARTY CHIEF: TB
DRAWN BY: JC

FIELD BOOK: 532-21
GRID: BETHEL

PLOT SCALE: 1"=50'
DWG NAME: AB18-180

JOB NO: 18-180



U.S. SURVEY
No. 3230
TOWNSITE
OF BETHEL
LOT 5

15

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- FOUND IRON ROD
- FOUND PLASTIC CAP
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AS-BUILT

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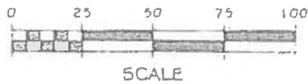
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U.S. SURVEY No. 3230,
TOWNSITE OF BETHEL
Bethel Recording District

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CITY OF BETHEL, ALASKA
UTILITY REVENUE REFUNDING BOND, 2018

RESOLUTION NO. 18-15

A RESOLUTION of the City of Bethel, Alaska, authorizing the issuance of a utility revenue refunding bond of the City in a principal amount not to exceed \$913,000 for purposes of refunding its Utility Revenue Bond, 2017; creating a lien on net revenues of the City's water and wastewater utility system for payment of the bond; providing for the date, terms and covenants of the bond; and authorizing the sale of the bond to the United States of America, acting through the Department of Agriculture, Rural Utility Services, pursuant to the terms and conditions provided in this resolution; and related matters.

PASSED: October ____, 2018

Prepared by:

JERMAIN, DUNNAGAN & OWENS, P.C.
Anchorage, Alaska

CITY OF BETHEL, ALASKA

RESOLUTION NO. 18-15

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* Neither this table of contents nor the preceding cover page is a part of this Resolution.

RESOLUTION NO. 18-15

A RESOLUTION of the City of Bethel, Alaska, authorizing the issuance of a utility revenue refunding bond of the City in a principal amount not to exceed \$913,000 for purposes of refunding its Utility Revenue Bond, 2017; creating a lien on net revenues of the City's water and wastewater utility system for payment of the bond; providing for the date, terms and covenants of the bond; and authorizing the sale of the bond to the United States of America, acting through the Department of Agriculture, Rural Utility Services, pursuant to the terms and conditions provided in this resolution; and related matters.

WHEREAS, the City of Bethel, Alaska (the "City"), a second class city organized under the Constitution and laws of the State, owns and operates a water and wastewater utility as a revenue producing enterprise (the "Municipal Utility"); and

WHEREAS, monthly facility charges assessed for Municipal Utility services is segregated from all other funds of the City and may be used as matching funds for grants, loans or used as needed for capital improvements to the Municipal Utility subject to a majority vote of the City Council (the "Council"); and

WHEREAS, the Council wishes to authorize the issuance of a utility revenue refunding bond (the "Bond") in a principal amount not to exceed \$913,000 to refund its outstanding Utility Revenue Bond, 2017, the proceeds of which were used to finance needed capital improvements to the Municipal Utility; and

WHEREAS, the City, under Section 29.47.420 of the Alaska Statutes, may issue revenue refunding bonds for a public enterprise of the municipality where the only security is the revenue of the public enterprise; and

WHEREAS, the City, under Section 29.47.310 of the Alaska Statutes, may issue revenue refunding bonds by resolution or ordinance approved by a majority vote of the Council; and

WHEREAS, it is necessary, financially advantageous, and in the best interest of the City and its residents that the City provide for the issuance of the Bond to refinance capital improvements to the Municipal Utility.

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

Section 1. Definitions. As used in this resolution, the following words have the following meanings, unless a different meaning clearly appears from the context:

"Authorized Denomination(s)" means \$250,000 or any greater amount in \$5,000 multiples thereof, or if the principal amount is at any time less than \$250,000, the principal amount of the outstanding Bond.

“Bond” means the City of Bethel, Alaska, Utility Revenue Refunding Bond, 2018, in a principal amount not to exceed \$913,000.

“Bondholder” means the Person who owns the Bond.

“Bond Fund” means the City of Bethel Utility Revenue Bond Fund created pursuant to Section 6 of this resolution to pay and secure the payment of the Bond.

“Bond Register” means the registration books for the Bond maintained by the Registrar, for the purpose of complying with the requirements of Section 149 of the Code and listing, inter alia, the names and addresses of the Registered Owner of the Bond.

“City” means the City of Bethel, Alaska, a second class municipal corporation duly organized and existing under the Constitution and laws of the State of Alaska.

“Code” means the Internal Revenue Code of 1986, as amended.

“Costs of Maintenance and Operation” means all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and reasonable administrative expense with respect to the Municipal Utility, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the Municipal Utility, municipal taxes, or payments to the City in lieu of taxes.

“Council” means the City Council of the City, the general legislative authority of the City, as duly constituted from time to time, or any successor body.

“Debt Service Account” means the account of that name created within the Bond Fund pursuant to Section 6 of this resolution.

“Debt Service Reserve Account” means the Debt Service Reserve Account established by Section 5 hereof.

“Debt Service Reserve Requirement” means an amount equal to Thirty-Four Thousand Eight Hundred Fifty-Eight and 34/100 Dollars (\$34,858.34).

“Finance Director” means the Finance Director, or acting Finance Director, of the City or the successor to the duties of that office.

“Fiscal Year” means the Fiscal Year used by the City at any time. At the time of the passage of this resolution, the Fiscal Year is the twelve-month period beginning on July 1 and ending on June 30 of each year.

“Future Parity Bonds” means any revenue bonds of the City, other than the Bond, the principal of and interest on which are payable out of money in the Municipal Utility Revenue Fund

on a parity with the payments required to be made from that Fund for the principal of and interest on the Bond.

“Government Obligations” means any bonds or other obligations that, as to principal and interest, constitute direct obligations of, or are unconditionally guaranteed by, the United States of America.

“Letter of Conditions” means that certain letter setting forth terms and conditions relating to the purchase of the Bond, dated May 9, 2016, as amended and modified.

“Loan Resolution” means that certain loan resolution authorized and approved by the City on October 23, 2018.

“Municipal Utility” means the existing water and wastewater system of the City, as the same may be added to, improved and extended for as long as the Bond is outstanding.

“Municipal Utility Revenue Fund” means the fund of the City created by Section 5 of this resolution, into which fund all Revenues of the Municipal Utility must be paid.

“Net Revenues” means all Revenues less the Costs of Maintenance and Operations.

“Parity Bonds” means the Bond and any Future Parity Bonds.

“Person” means an individual, corporation, firm, association, partnership, limited liability company, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation and with respect to any series of Parity Bonds, the principal amount of such bonds due on a certain future date.

“Purchaser” means, initially, the United States of America, acting through the Department of Agriculture, Rural Utility Services.

“Refunded Bond” means the outstanding principal amount of the City’s Utility Revenue Bond, 2017, authorized and issued pursuant to the Resolution No. 17-89, approved by the Council on October 24, 2017.

“Registrar” means the Finance Director, or her/his designee, for the purposes of registering and authenticating the Bond, maintaining the Bond Register, and paying principal of and interest on the Bond.

“Registered Owner” means the person in whose name the Bond is registered on the Bond Register, initially United States of America, acting through the Department of Agriculture, Rural Utility Services.

“Revenues” means all gross earnings, revenue and money received from or on account of the operation of the Municipal Utility, including income from the investment of any funds of the Municipal Utility (but excluding income from investments irrevocably pledged to the payment of revenue bonds pursuant to a plan of defeasance or refunding).

“Short-Lived Asset Reserve Account” means the Short-Lived Asset Reserve Account established by Section 6 hereof.

“Short-Lived Asset Reserve Requirement” means an annual amount equal to Three Hundred Sixty-Five Thousand Six Hundred Fifty Dollars and No/100 (\$365,550.00).

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice versa unless the context shall otherwise indicate. Reference to sections and other subdivisions of this resolution are to the sections and other subdivisions of this resolution as originally adopted unless expressly stated to the contrary. The headings or titles of the sections hereof, and the table of contents appended hereto, are for convenience of reference only and shall not define or limit the provisions hereof.

Section 2. Authorization of the Bond. The City shall now issue and sell the Bond in an amount not to exceed \$913,000 principal amount for purposes of refunding the Refunded Bond. The Bond shall be issued and sold to the Purchaser as a single bond, designated as the “City of Bethel, Alaska, Utility Revenue Refunding Bond, 2018.” The Bond shall be sold to the Purchaser pursuant to the terms of this resolution, the Loan Resolution and the Letter of Conditions. The Bond will be dated as of the date of delivery of the Bond to the Purchaser, will mature on a date no later than December 31, 2058, will be fully registered as to both principal and interest, will be identified in such manner as the Registrar shall determine, will bear interest at the rate or rates and be payable on the dates as established by the City Manager in accordance with Section 17 hereof.

The Bond shall bear interest from the date of issuance at a fixed rate of interest determined by the City Manager pursuant to Section 17 hereof; provided, however, in no event shall the fixed rate of interest exceed three percent (3%). Interest on the Bond will be computed on the basis of a 365-day year consisting of twelve 30-day months.

Principal of, and interest on, the Bond, and all other amounts which may be payable in connection with the Bond, are payable solely from Net Revenues of the Municipal Utility and neither the full faith and credit or taxing power of the City are pledged for their payment.

Section 3. Registration, Payment and Transfer. The Finance Director, or her/his designee, shall act as authenticating agent, transfer agent, paying agent and registrar for the Bond (collectively, the “Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Interest on the Bond shall be paid by check or draft of the Registrar mailed (on the date such interest is due) to the Registered Owner or nominee at the addresses appearing on the Bond Register on the fifteenth day of the month preceding each interest payment date. Principal of the Bond shall be payable upon presentation and surrender of

the Bond to the Registrar by the Registered Owner or nominee at the office of the Registrar in Bethel, Alaska.

The Bond may be transferred only on the Bond Register maintained by the Registrar for that purpose upon the surrender thereof by the Registered Owner or nominee or its duly authorized agent and only if endorsed in the manner provided thereon, and thereupon a new fully registered Bond of Authorized Denomination, of equal principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. Upon surrender thereof to the Registrar, the Bond is interchangeable for a bond or bonds of Authorized Denominations, of an equal aggregate principal amount and of the same interest rates and principal payment amounts as the Bond. Such transfer or exchange shall be without cost to the Registered Owner or transferee.

Notwithstanding the foregoing, the Bond may only be transferred in Authorized Denominations and must be in compliance with the securities laws of the United States of America and only to (i) an affiliate of the Purchaser, (ii) a trust or other custodial arrangement established by the Purchaser, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a person that is a qualified institutional buyer and a commercial bank having capital and surplus, determined as of the date of any transfer, of \$5,000,000,000 or more that has executed and delivered to the Purchaser and City an investor letter in the form of Exhibit A hereto. The persons and entities identified in clauses (i) and (ii) of the foregoing sentence shall be referred to as the “Eligible Transferee(s).” Notwithstanding the foregoing, if the principal amount of the outstanding Bond is less than \$250,000.00, the Bond may not be transferred to any Eligible Transferee without the prior written consent of City.

The City may deem the person in whose name the Bond is registered to be the absolute owner thereof for the purpose of receiving payment of the principal of and interest on the Bond and for any and all other purposes whatsoever.

Section 4. Redemption Provisions.

(a) **Optional Redemption.** The Bond shall be subject to optional redemption by the City, in whole or in part, at any time, without penalty. If the Bond is redeemed in part, the portion of the Bond to be redeemed shall be in an Authorized Denomination or any multiple thereof.

(b) **Notice of Redemption.** Notice of redemption shall be given by the City not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the Registered Owner of the Bond at the address appearing on the Bond Register. The requirements of this section shall be deemed complied with when notice is mailed as herein provided, regardless of whether it is actually received by the owner of the Bond. Each official notice of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price payable upon such optional redemption; (iii) if less than all of the principal amount outstanding is to be redeemed, the principal amount to be redeemed; (iv) that the interest on the Bond, or on the principal amount thereof to be redeemed, designated for redemption in such notice, shall cease to accrue from and after such redemption date; and (v) that on such date there will become due and payable on the Bond the principal amount thereof to be redeemed and the City of Bethel, Alaska

interest accrued on such principal amount to the redemption date. In the event of a partial redemption of the Bond, the Bondholder shall reflect the principal amount of the Bond being redeemed in the Table of Partial Redemptions attached to the Bond without further action.

Section 5. Municipal Utility Revenue Fund. There is hereby created and established a special fund of the City known as the “Municipal Utility Revenue Fund,” which fund is hereby authorized to be continued so long as the Bond remains outstanding, into which fund is deposited as collected all Revenues of the Municipal Utility, except the interest earned and income derived from investments of money in bond redemption fund and the accounts therein. The Municipal Utility Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Revenues deposited in the Municipal Utility Revenue Fund shall be used only for the following purposes and in the following order of priority; provided, however, that any payments in lieu of taxes shall be subordinate to the payments required to be made into the Bond Fund out of the Municipal Utility Revenue Fund:

First, to pay the Costs of Maintenance and Operation;

Second, to make all payments required to be made into the Debt Service Account to pay interest on any Parity Bonds;

Third, to make all payments required to be made into the Debt Service Account to pay the principal of any Parity Bonds;

Fourth, to make all payments required to be made into the Debt Service Reserve Account;

Fifth, to make all payments required to be made into the Short Lived Asset Reserve Account;

Sixth, to make all payments required to be made into any revenue bond redemption fund, revenue warrant redemption fund, debt service account, reserve account or sinking fund account created to pay and secure the payment of the principal of and interest on any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon the Revenue junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Seventh, to retire by redemption or purchase in the open market any outstanding revenue bonds or revenue warrants of the City, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the Municipal Utility, or for any other lawful City purposes.

Section 6. Bond Fund.

(a) *Bond Fund and Accounts Therein.* A special fund of the City known as the “City of Bethel Municipal Utility Revenue Bond Fund” (the “Bond Fund”), is hereby authorized to be created in the office of the Finance Director and is hereby authorized to be continued so long as the Bond or Future Parity Bonds remain outstanding. The Bond Fund shall be drawn upon for the

sole purpose of paying the principal of, premium, if any, and interest on Parity Bonds as the same shall become due and payable. The Debt Service Account has been established within the Bond Fund.

(b) *Payments into Debt Service Account.* The City hereby obligates and binds itself to set aside and pay into the Debt Service Account Net Revenues, on or before the date due, the amounts necessary to pay the principal of, premium, if any, and interest on the Bond as the same become due and payable.

Whenever and so long as the assets of the Debt Service Account are sufficient to provide money to pay when due the principal of, and interest on the Bond in full, no payments need be made into the Debt Service Account pursuant to this resolution during any period in which such excess continues.

Money in the Debt Service Account shall be held for the benefit of the owners of all Parity Bonds then outstanding and payable equally and ratably and without preference or distinction as between different series, installments or maturities.

(c) *Lien of Bond.* The amounts pledged by this resolution to be paid out of the Municipal Utility Revenue Fund into the Bond Fund and the Debt Service Account are hereby declared to be a prior lien and charge upon all the money in the Municipal Utility Revenue Fund superior to all other charges of any kind or nature, except the charges required to pay the Costs of Maintenance and Operation.

(d) *Due Regard.* The City, in fixing the amounts to be paid into the Bond Fund, has exercised due regard to the Costs of Maintenance and Operation of the Municipal Utility and the amounts necessary to pay the principal of and interest on the Bonds.

Section 7. Establishment of Reserve Fund and Accounts. A special fund of the City known as the “City of Bethel Municipal Reserve Fund” (the “Reserve Fund”) is hereby authorized to be created in the office of the Finance Director and is hereby authorized to be continued so long as the Bond remains outstanding. There is hereby established within the Reserve Fund the Debt Service Reserve Account (the “Debt Service Reserve Account”) and Short Lived Asset Reserve Account (the “Short Live Asset Reserve Account”).

(a) *Debt Service Reserve Account.* If the amount on deposit in the Debt Service Account shall be less than the amount required to pay principal of, or interest on, the Bond on any payment date, the City shall apply amounts held in the Debt Service Reserve Account to the extent necessary to make good the deficiency subject to the written approval of the Purchaser so long as the United States of America is the Registered Owner of the Bond. If the United States of America is no longer the Registered Owner of the Bond, no such written approval shall be required to apply amounts held in the Debt Reserve Account for payment of principal of, and interest on, the Bond when due.

(b) *Funding of the Debt Service Reserve Account.* The City shall make annual payments, from Net Revenues, into the Debt Service Reserve Account, in an amount equal to

Three Thousand Four Hundred Eighty-Five and 83/100 Dollars (\$3,485.83). Payments into the Debt Service Reserve Account shall be made annually until amounts held in the Debt Service Reserve Account satisfy the Debt Service Reserve Requirement.

At such time as amounts held in the Debt Service Reserve Account satisfy the Debt Service Reserve Requirement monthly payments may be temporarily discontinued. However, annual payments to the Debt Service Reserve Account (as described in the immediately preceding paragraph) shall resume at any time the amount held in the Debt Service Reserve Account is reduced below the Debt Service Reserve Requirement.

Amounts remaining in the Debt Service Reserve Account on the final principal installment payment date of the Bond may be used to pay the principal of and interest on the Bond or such amounts may be released to the City free and clear of any lien created by this resolution.

(c) *Short Lived Asset Reserve Account.* Amounts held in the Short-Lived Asset Reserve Fund may be used to pay for repair and or replacement of short-lived assets of the Municipal Utility.

Funding of the Short-Lived Asset Reserve Account. On an annual basis, the City shall annually deposit into the Short-Lived Asset Reserve Account, from Net Revenues, the amount of Three Hundred Sixty-Five Thousand Six Hundred Fifty and No/100 Dollars (\$365,650.00).

Amounts remaining in the Short-Lived Asset Reserve Account on the final principal installment payment date of the Bond, or earlier if the United States of America shall no longer be the Registered Owner of the Bond, shall be released to the City free and clear of any lien created by this resolution.

Section 8. Municipality Utility Covenants. The City hereby covenants with the registered owner of the Bond as follows:

(a) *Maintain in Good Order.* That it will at all times maintain and keep the Municipal Utility and all additions and improvements thereto and extensions thereof in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, renewals and replacements thereto so that the business carried on in connection therewith may be properly conducted. In addition, that it will at all times operate the Municipal Utility and the business in connection therewith in an efficient manner and at a reasonable cost.

(b) *Sale or Disposition.* That, so long as the Bond remains outstanding, it will not sell or otherwise dispose of all of the properties of the Municipal Utility unless provision is made for payment into the Bond Fund of a sum sufficient to pay the principal and interest of the outstanding Bond in accordance with the terms hereof.

(c) *Insurance.* That the City will at all times carry fire and extended coverage, commercial general liability and property damage and such other forms of insurance with responsible insurers and with policies payable to the City on such of the buildings, equipment, works, plants, facilities and properties of the Municipal Utility as are ordinarily carried by

municipal or privately owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the City, to protect the Municipal Utility and the owners of the Parity Bonds against loss.

(d) *No Free Service.* That it will not furnish Municipal Utility service to any customer whatsoever free of charge.

(e) *Use of funds held in the Utility Revenue Fund.* That the City will not expend amounts held in the Municipal Utility Revenue Fund for an extensions or betterments which are not economically sound and which will not contribute to the operation of the Municipal Utility in an efficient and economical manner unless such extensions or betterments are required by law or regulatory body having valid jurisdiction.

(f) *Books and Accounts.* That the City will keep and maintain proper books and accounts with respect to the operation of the Municipal Utility and that it will cause its books and accounts to be audited annually by a certified public accounts.

(g) *Litigation.* The City shall give notice to the Bondholder of any default under the terms of this resolution and material litigation or governmental proceedings relating to the Municipal Utility within thirty (30) days following notification of the City.

Section 9. Future Parity Bonds. The City hereby covenants and agrees with the owner of the Bond for as long as it remains outstanding that the City will not create any special fund or funds for the payment of any other utility revenue bonds that will rank on a parity with or have any priority over the payments out of the Municipal Utility Revenue Fund into the Bond Fund; except that it hereby reserves the right, for the purpose of refunding any outstanding bonds that have a lien upon the Revenues of the Municipal Utility and/or the money in the Municipal Utility Revenue Fund, or for the purpose of acquiring, constructing and installing additions and improvements to and extensions of and making necessary replacements or other capital improvements to the Municipal Utility or any of them, to issue Future Parity Bonds and to pay into the Bond Fund amounts from the Municipal Utility Revenue Fund sufficient to pay the principal of, premium, if any, and interest on such bonds, and to maintain an adequate reserve therefor, which payments may rank equally with the payments out of the Municipal Utility Revenue Fund into the Bond Fund, upon compliance with the following conditions:

(1) That at the time of the issuance of such Future Parity Bonds there is no deficiency in the Bond Fund or any accounts therein.

(2) The City may issue Future Parity Bonds if, at or prior to the delivery of such Future Parity Bonds, the Finance Director shall have certified that the Net Revenues for a period of any 12 consecutive months out of the 24 months immediately preceding the date of delivery of such proposed Future Parity Bonds equals at least 1.1 times maximum annual Debt Service on all Parity Bonds then outstanding, including the Future Parity Bonds proposed to be issued.

(3) Notwithstanding the foregoing requirements, if Future Parity Bonds are to be issued for the purpose of refunding at or prior to their maturity any part or all of the then outstanding Parity Bonds and the issuance of such refunding bonds results in a debt service savings, the certificate or certificates required by subsection (2) of this section need not be obtained.

Section 10. Junior Lien Bond. Other than as set forth in Section 11 below, nothing contained in this resolution shall prevent the City from issuing utility revenue bonds or warrants that are a charge upon the Revenues of the Municipal Utility or the money in the Municipal Utility Revenue Fund junior, subordinate or inferior to the payments to be made into the Bond Fund, or from issuing such bonds or warrants to refund maturing bonds or warrants for the payment of which money is not otherwise available.

Section 11. Additional Debt. Notwithstanding anything contrary set forth in this resolution, for so long as the Bond is outstanding, the City shall not incur any additional debt or debt or obligation (other than in the ordinary course of business and consistent with past practice) or issue bonds or warrants that are secured by a pledge of or a charge upon Net Revenues, the Municipal Utility or the Municipal Utility Revenue Fund without the prior written consent of the Bondholder. Notwithstanding the foregoing, refunding bonds may be issued without the prior written consent of the Bondholder so long as proceeds of such refunding bond are applied to redeem such bond in full.

Section 12. Defeasance. If money and/or Government Obligations, maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire the Bond or a portion thereof (in Authorized Denominations) in accordance with its terms, are set aside in a special account to effect such prepayment and retirement, and such money and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bond or portion thereof so provided for, and the Bond or portion thereof shall cease to be entitled to any lien, benefit or security of this resolution except the right to receive the money so set aside and pledged, and the Bond or portion thereof shall be deemed not to be outstanding hereunder. Notwithstanding the foregoing, the Bond may not be defeased so long as the United States of America is the Registered Owner of the Bond.

Section 13. Lost or Destroyed Bond. If the Bond is lost, stolen or destroyed, the Registrar may authenticate and deliver a new Bond of like amount, date, and tenor to the Registered Owner upon such owner's paying the expenses and charges of the City in connection with preparation and authentication of the replacement Bond and upon his or her filing with the Registrar evidence satisfactory to the Registrar that the Bond was actually lost, stolen or destroyed and of his or her ownership, and upon furnishing the City with indemnity satisfactory to the Registrar.

Section 14. Form of the Bond. The Bond shall be in substantially the following form:

NO. R-1

\$913,000

UNITED STATES OF AMERICA
STATE OF ALASKA

CITY OF BETHEL
UTILITY REVENUE REFUNDING BOND, 2018
(Taxable)
(referred to herein as the "Bond")

INTEREST RATE:

FINAL MATURITY DATE:

SEE BELOW

REGISTERED OWNER: United States of America

PRINCIPAL AMOUNT: Nine Hundred Thirteen Thousand and No/100 Dollars (\$913,000)

The City of Bethel, Alaska (the "City"), a municipal corporation organized and existing under and by the laws and Constitution of the State of Alaska, hereby acknowledges itself to owe and for value received promises to pay (but only out of the Revenues, as defined in the Bond Resolution hereinafter mentioned) to the Registered Owner, or registered assigns, the principal amount specified above (subject to terms and conditions herein described), together with accrued interest thereon. Principal amounts outstanding under the terms this Bond shall bear interest at a fixed rate of interest equal to _____ percent per annum (the "Applicable Rate"). Interest shall be computed on the basis of a 365-day year consisting of twelve 30-day months.

Principal of, and interest on, this Bond shall be payable annually on _____ of each year commencing _____, 20____, and continuing through _____, 2058, when the remaining principal of this Bond, plus accrued and unpaid interest, shall be due and payable. Schedule A attached hereto, and incorporated herein, sets for payment amounts and dates.

Principal of, interest, and premium, if any, on this Bond are payable solely out of the special fund of the City known as the "Municipal Utility Revenue Bond Fund" (the "Bond Fund") created and established by Resolution No. 18-15 of the City. Both principal of and interest on this Bond are payable in lawful money of the United States of America by check or draft of the Finance Director of the City as registrar and paying agent for this Bond (the "Registrar"). Upon final payment of all principal of and interest on this Bond, this Bond shall be submitted to the Registrar for cancellation and surrender.

THIS BOND IS A SPECIAL AND LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM AND SECURED BY A LIEN ON REVENUES DERIVED FROM THE CITY'S MUNICIPAL UTILITY. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

This Bond is issued pursuant to Resolution No. 18-15, passed by the City Council on _____, 2018 (the "Bond Resolution"), to refund its Utility Revenue Bond, 2017 the proceeds of which financed capital costs of the City's Municipal Utility delivery system and related costs.

Capitalized terms used in this Bond and not otherwise defined herein shall have the meanings assigned those terms in the Bond Resolution.

The City does hereby pledge and bind itself to set aside from the Municipal Utility Revenue Fund of the City, and to pay into the Bond Fund and the Accounts therein, the various amounts required by the Bond Resolution to be paid into and maintained in said Fund and Accounts, all within the times provided by the Bond Resolution. The City has further pledged and bound itself to pay into the Municipal Utility Revenue Fund as collected, all Revenues of the Municipal Utility.

The amounts so pledged to be paid out of the Municipal Utility Revenue Fund into the Bond Fund and Accounts are hereby declared to be a prior lien and charge upon the money in the Municipal Utility Revenue Fund superior to all other charges of any kind or nature except the Costs of Maintenance and Operation of the Municipal Utility and equal in rank to the charges on the money in the Bond Fund to pay and secure the payment of the Bond.

This Bond is subject to optional redemption as set forth in the Bond Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by the Registrar.

THIS BOND MAY ONLY BE TRANSFERRED IN AUTHORIZED DENOMINATIONS TO (I) AN AFFILIATE OF PURCHASER, (II) A TRUST OR OTHER CUSTODIAL ARRANGEMENT ESTABLISHED BY PURCHASER OR ONE OF ITS AFFILIATES, THE OWNERS OF THE BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (III) A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER AND A COMMERCIAL BANK HAVING CAPITAL AND SURPLUS, DETERMINED AS OF THE DATE OF ANY TRANSFER, OF \$50,000,000 OR MORE THAT HAS EXECUTED AND DELIVERED TO PURCHASER AND CITY INVESTOR LETTERS IN THE FORM OF EXHIBIT A TO THE BOND RESOLUTION. THE PERSONS AND ENTITIES IDENTIFIED IN CLAUSES (I) AND (II) OF THE FOREGOING SENTENCE SHALL BE REFERRED TO AS THE "ELIGIBLE TRANSFEREE(S)." NOTWITHSTANDING THE FOREGOING, IF THE PRINCIPAL AMOUNT OF THE OUTSTANDING BOND IS LESS THAN \$250,000, THE BOND MAY NOT BE TRANSFERRED TO ANY ELIGIBLE TRANSFEREE WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY.

It is hereby certified and declared that this Bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Alaska and ordinances and resolutions of the City, that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have happened, been done and performed, and that this Bond does not exceed any Constitutional or statutory limitations.

City of Bethel, Alaska
Utility Revenue Refunding Bond, 2018

Page 12

IN WITNESS WHEREOF, the City of Bethel, Alaska, has caused this Bond to be signed on behalf of the City with the manual or facsimile signature of the City Manager, to be attested by the manual or facsimile signature of the Clerk, and the seal of the City to be imprinted or impressed hereon, as of this ___ day of _____, 2018.

CITY OF BETHEL, ALASKA

By _____ /s/ _____
City Manager

[SEAL]

ATTEST:

_____/s/_____
Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is the City of Bethel, Alaska, Utility Revenue Refunding Bond, 2018 dated _____, 2018, as described in the Bond Resolution.

City of Bethel, Alaska, as Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER OF TRANSFEREE

[Empty rectangular box]

(Please print or typewrite name and address, including zip code of Transferee)

the within bond and all rights thereunder and does hereby irrevocably constitute and appoint _____
_____ of _____, or its

successor, as agent to transfer said bond on the books kept by the Registrar for registration thereof, with full power of substitution in the premises.

DATED: _____, _____.

SIGNATURE GUARANTEED:

NOTE: The signature of this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

SCHEDULE A

PAYMENT SCHEDULE

[END OF FORM OF BOND]

Section 15. Execution of the Bond. The Bond shall be signed on behalf of the City by the manual or facsimile signature of the City Manager, shall be attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed or imprinted thereon. The Bond shall be delivered in physical form to the Bondholder.

Only a Bond that bears a Certificate of Authentication in the form set forth in Section 14 hereof, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. The executed Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated, registered, and delivered hereunder and is entitled to the benefits of this resolution.

In case any of the officers of the City who have signed, attested, authenticated, registered or sealed the Bond cease to be such officers before the Bond so signed, attested, authenticated, registered or sealed has been actually issued and delivered, that Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed, attested, authenticated, registered or sealed that Bond had not ceased to be such officers. The Bond may also be signed, attested, authenticated, registered or sealed on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person was not such officer.

Section 16. Covenants and Agreements of the City.

(a) In addition to any other covenants and agreements of the City contained in this resolution, the City further covenants and agrees that no placement agent shall be involved in the sale of the Bond and that the Bond shall not be (i) assigned a rating by any credit rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) offered for sell pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

(b) The City agrees that, for the term of the Bond, the Bondholder shall receive the benefit of all existing and subsequent covenants, defaults and remedies made by the City with respect to Parity Bonds.

Section 17. Sale of the Bond. The City Manager and Finance Director are each authorized to complete the sale of the Bond to the Purchaser on terms and conditions consistent with this resolution, the Loan Resolution and the Letter of Conditions.

The City Manager and Finance Director are each hereby authorized to approve the final maturity date and interest rate on the Bond; provided, however, the true interest rate on the Bond shall not exceed 4.00 percent.

Section 18. General Authorization; Prior Acts. The Mayor, City Manager, Finance Director, City Attorney, City Clerk, and other appropriate officers of the City are each hereby authorized and directed to take such steps, to do such other acts and things, and to execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this resolution. The City Manager is hereby authorized to execute the Bond on behalf of the City. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 19. Severability. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 20. Effective Date. This resolution shall be in full force and effect immediately upon passage by the Council and publication.

PASSED AND APPROVED by the City Council of the City of Bethel, Alaska, at a regular meeting of the Council held on October ____, 2018.

CITY OF BETHEL, ALASKA

Mayor

ATTEST:

Lori Strickler
City Clerk

EXHIBIT A

FORM OF INVESTOR LETTER

The undersigned, an authorized representative of the Purchaser, hereby represents to the City of Bethel, Alaska (“Issuer”):

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Issuer’s Utility Revenue Refunding Bond, 2018 (“Bond”).

2. The Purchaser has authority to purchase the Bond and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bond.

3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

4. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bond. The Purchaser has made its own inquiry and analysis with respect to the Issuer, the Bond and the security therefor, and other material factors affecting the security for and payment of the Bond.

5. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Issuer, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Bond and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bond.

6. The Purchaser understands that the Bond (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

7. The Bond is being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution.

8. The Bond may not be transferred to any eligible transferee if the outstanding principal is less than \$250,000 without the prior written consent of the Issuer.

By _____
Name _____
Title _____

CERTIFICATE

I, the undersigned, duly chosen, qualified and acting City Clerk of the City of Bethel, Alaska (the “City”) and keeper of the records of the City Council of the City (the “Council”), DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Resolution No. 18-15 of the Council (the “Resolution”), as adopted at a regular meeting of the Council held on October __, 2018, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum of the Council was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Resolution; that all other requirements and proceedings incident to the proper passage of said Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

City Clerk, City of Bethel

Introduced by: Pete Williams, City Manager
Date: October 23, 2018
Action:
Vote:

CITY OF BETHEL

Resolution # 18-16

CITY OF BETHEL PRIORITIES FOR THE FY 2020 STATE OF ALASKA CAPITAL BUDGET

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

WHEREAS, the City partners with other entities, such as the local tribe, Orutsararmuit Native Council, to work collaboratively for residents' needs;

WHEREAS, Bethel has had several recent community needs successfully funded by collaborating with Federal, State, and Tribal entities, including the Sewer Lagoon Rehabilitation Project and Water and Sewer truck replacement grants;

WHEREAS, Bethel City sales taxes and Port of Bethel dock and petro port revenues are used to fund the City's operating budget and major maintenance needs;

WHEREAS, in recent years, the City of Bethel raised its water and sewer subscription rate fees to fund capital depreciation and to better meet basic human health and sanitation needs;

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

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

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

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

Introduced by: Pete Williams, City Manager
 Date: October 23, 2018
 Action:
 Vote:

Five Priorities	Request
1. The Avenues Water and Sewer Improvements	\$8,250,000
2. Bethel Heights Water Loop A	\$9,024,803
3. Dust Control Measures	\$2,000,000
4. City Hall Roof	\$1,468,842
TOTAL	\$20,743,645

#1	The Avenues Water & Sewer Improvements	\$8,250,000
-----------	---	--------------------

WHEREAS, Engineer firm DOWL generated a Preliminary Engineering Report and Environmental Report (June 2018) that was approved by USDA Rural Development as a precursor to a grant/loan funding package;

WHEREAS, the Avenues project includes above-ground water and sewer connections to 112 residential and commercial customers and the purchase of six new water haul trucks;

WHEREAS, the water trucks are sorely needed to meet the Alaska Department of Transportation’s axle weight restrictions and allow the City to operate with full capacity water trucks;

WHEREAS, the City of Bethel applied to the USDA Rural Development for a grant/loan to cover the cost of constructing the \$13,490,000 water and sewer project in the Avenues;

WHEREAS, the City cannot afford to pay back the proposed \$8,250,000 USDA loan over 40 years and must reduce the loan amount by securing State of Alaska Capital funding;

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$8,250,000 in its FY 2020 Capital Budget to partially fund the Avenues piped water and sewer improvements and purchase of six new water trucks.

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

Introduced by: Pete Williams, City Manager
Date: October 23, 2018
Action:
Vote:

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

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

WHEREAS, Engineer studies reveal that interior pipe galvanization has worn off, causing rust to form, sediment to clog the filters of homeowners, blocked air valves, pipes to freeze when clogged, and brown water to be delivered occasionally to end users;

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

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

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$9,024,803 in its FY 2019 Capital Budget to fund the reconstruction Loop A.

#3	Dust Control Measures	\$2,000,000
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WHEREAS, the community of Bethel is plagued by airborne dust and the ill-health effects associated with its inhalation, ingestion, and contact with eyes, ears, and skin;

WHEREAS, purchasing and applying gravel, calcium chloride, and hydroseed to road slopes have proven to be effective dust control measures for Bethel, Alaska;

WHEREAS, the City will purchase one new water spray truck with project funds so that it can apply water to the dusty streets throughout the summer;

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

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

Introduced by: Pete Williams, City Manager
Date: October 23, 2018
Action:
Vote:

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council hereby requests that the State of Alaska provide \$2,000,000 in its FY 2020 Capital Budget to fund the Dust Control Measures project;

#4	City Hall Roof Replacement	\$1,468,842
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WHEREAS, Architects Alaska came to Bethel, assessed the condition of the City Hall roof, and produced a 19-page Existing Conditions report that recommends its replacement;

WHEREAS, Structural engineers from Architects Alaska determined that the sealants have failed, old roof patches are likely leaking, windows are in poor condition, and documented the heavy water damage to the interior of the building from years of water leaks;

WHEREAS, the current R-value of the roof is 17.18, vastly different from the current energy standard of R-35;

WHEREAS, the total cost to replace the flat City Hall roof with a modern sloped roof is \$1,468,842;

WHEREAS, the City prefers to install a new roof structure that would solve the drainage and pooling problems, bring natural light into the building, and protect walkways and access ramps below by diverting rain, ice, and snow;

NOW, THEREFORE, BE IT RESOLVED, the Bethel City Council hereby requests that the State of Alaska provide \$1,468,842 in its FY 2020 Capital Budget to fund the construction of a new roof structure for City Hall, Bethel's seat of government;

ENACTED THIS 23rd DAY OF OCTOBER 2018 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	18-70		
Date action introduced:	October 23, 2018	Introduced by:	Mayor Watson
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Peter Evon to Parks, Recreation, Aquatic Health and Safety Center Committee as an Alternate Member for a term of three years.

Attachment(s): none

Amount of fiscal impact:		Account information:
<input checked="" type="checkbox"/>	No fiscal impact	
<input type="checkbox"/>		
<input type="checkbox"/>		

Action Memorandum 18-70 is sponsored by Mayor Watson at the request of the City Clerk. Peter Evon has requested appointment to the Parks, Recreation, Aquatic Health and Safety Center Committee. If appointed, he would be appointed to a term of three years as an Alternate member with a term expiration of December 31, 2020.

City of Bethel Information Memorandum

Information Memo No.	18-16		
Date introduced:	October 23, 2018	Introduced by:	Peter Williams, City Manager
Amended actions:			
Confirmed by:			

Title: Presentation of the City's Water & Sewer Services Expenditures Compared to Budget from July 1, 2018 to September 30, 2018 – Utilities Maintenance – Water & Wastewater Activity Report.

Attachment(s): (1) City of Bethel Water & Sewer Services Expenditures Compared to Budget from July 1, 2018 to September 30, 2018 and (2) September 2018 – Utilities Maintenance – Water & Wastewater Activity Report.

Department/Individual:	Initials:	Remarks:
Administration	PW	
Finance	CS	
Amount of fiscal impact:	Account information:	
None	No fiscal impact at this time.	
	Funds in City Budget.	
	Funds not in City Budget.	

Summary Statement

The attached financial report for FY 2019 contains three months of data ending September 30, 2018. The information contained therein and the contents of the Water & Wastewater Activity Report are distributed to Bethel City Council members for their review. This Information Memorandum documents the dissemination of this report to Bethel City Council members, as required by the Alaska Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs, in their administration of the Best Practices protocol.

The process of preparing and submitting a monthly financial report and a water and wastewater activity report to City Council helps the City earn points on the Water and Sewer Utility Best Practices Operation and Maintenance Reports. The City must have a score of 60 or greater out of 100 points in order to be approved for funding from the Environmental Protection Agency (EPA) and the Alaska Department of Environmental Conservation (DEC). In other capital grants administered by DEC's Village Safe Water Program, the City's Best Practices score is an application scoring criterion.

CITY OF BETHEL
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2018

COMBINED CASH ACCOUNTS

TOTAL COMBINED CASH

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

51 ALLOCATION TO WATER & SEWER SERVICES	3,490,935.48
TOTAL ALLOCATIONS TO OTHER FUNDS	3,490,935.48
ALLOCATION FROM COMBINED CASH FUND - 01-10100	
ZERO PROOF IF ALLOCATIONS BALANCE	3,490,935.48

CITY OF BETHEL
BALANCE SHEET
SEPTEMBER 30, 2018

WATER & SEWER SERVICES

ASSETS

51-10100	CASH IN COMBINED FUND	3,490,935.48	
51-13100	ACCOUNTS RECEIVABLE	832,936.41	
51-13900	ALLOWANCE-DOUBTFUL ACCTS	30,658.68	
51-14200	HEATING FUEL INVENTORY	34,644.50	
51-14400	DIESEL FUEL INVENTORY	15,452.50	
51-16200	IMPROVEMENTS	12,187.41	
51-16300	BUILDINGS	2,883,725.96	
51-16400	PLANTS AND LINES-GENERAL	28,744,258.83	
51-16500	MACHINERY & EQUIP-GENERAL	223,338.57	
51-16600	VEHICLES-GENERAL	4,149,211.95	
51-16620	VEHICLES-H SEWER	9,098.99	
51-16800	ACCUM DEPR-BUILDINGS	(2,870,121.17)	
51-16900	ACCUM DEPR-PLANT/LINE-GNL	(20,081,432.56)	
51-17000	ACCUM DEP-M&E GENERAL	(88,223.27)	
51-17100	ACCUM DEPR-VEHICLES-GENERAL	(3,522,799.12)	
51-18000	W/S CONSTRUCTION IN PROGRESS	2,655,516.64	
51-19000	DEFERRED OUTFLOW-PENSION	771,568.50	
	TOTAL ASSETS		<u>17,290,958.30</u>

LIABILITIES AND EQUITY

LIABILITIES

51-20100	VOUCHERS PAYABLE	47,900.63	
51-22100	ACCRUED VACATION	117,145.58	
51-22200	VACATION/SICK LEAVE	2,211.84	
51-25900	DUE TO/FROM OTHER FUNDS	1,996,668.23	
51-26100	UTILITY DEPOSITS	363,845.10	
51-27200	WATER SUB. FEE - DEF. MAINT.	195,776.63	
51-27300	SEWER SUB. FEE - DEF. MAINT.	209,870.61	
51-29000	DEFERRED INFLOW-PENSION	43,666.55	
51-29100	PENSION LIABILITY	3,917,369.07	
	TOTAL LIABILITIES		<u>6,894,454.24</u>

FUND EQUITY

51-30100	CONTRIBUTED CAPITAL-STATE	13,958,993.08	
51-30200	CONTRIBUTED CAPITAL-FED	2,137,332.73	
51-30300	CONTRIB CAP-CORP ENGR	5,816,281.20	
51-30400	CONTRIB CAP-PHS	972,517.00	
51-30500	CONTRIB CAP-EDA	311,207.20	
51-30600	CONTRIB CAP-U OF A	127,476.00	
51-30700	CONTRIBUTED CAPITAL VSW	8,280,868.37	
51-30800	CONTRIBUTED CAPITAL-RECD	72,736.71	
51-31900	CONTRIB CAP-OTHER	954,158.24	
51-31950	CONTRIB CAPITAL-FLEET REP FUND	23,460.12	
51-32100	AMORTIZATION CONTRIBUTION	(7,758,406.58)	
51-37900	DESIGNATED-CAP IMPROV & DEPREC	251,213.07	

UNAPPROPRIATED FUND BALANCE:

51-39900	FUND BALANCE	(15,262,611.85)	
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CITY OF BETHEL
BALANCE SHEET
SEPTEMBER 30, 2018

WATER & SEWER SERVICES

REVENUE OVER EXPENDITURES - YTD	<u>511,278.77</u>	
BALANCE - CURRENT DATE	(<u>14,751,333.08</u>)	
TOTAL FUND EQUITY		<u>10,396,504.06</u>
TOTAL LIABILITIES AND EQUITY		<u><u>17,290,958.30</u></u>

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER</u>					
51-42-410 TRUCKED WATER	732,495.35	732,495.35	2,854,650.00	2,122,154.65	25.7
51-42-412 METERED PIPED WATER COMM.	125,167.36	125,167.36	446,440.00	321,272.64	28.0
51-42-414 UNMETERED PIPED WTR RESID	207,169.94	207,169.94	834,971.00	627,801.06	24.8
51-42-416 CONTRACT WATER	3,080.00	3,080.00	13,075.00	9,995.00	23.6
51-42-436 PUMPHOUSE WATER	5,031.38	5,031.38	17,899.00	12,867.62	28.1
TOTAL WATER	1,072,944.03	1,072,944.03	4,167,035.00	3,094,090.97	25.8
<u>SEWER</u>					
51-43-411 TRUCKED SEWER (EVAC/HB)	401,470.12	401,470.12	1,586,277.00	1,184,806.88	25.3
51-43-412 METERED PIPED SEWER COMM.	201,395.41	201,395.41	803,488.00	602,092.59	25.1
51-43-414 UNMETERED PIPED SEWER RES	61,490.85	61,490.85	247,195.00	185,704.15	24.9
51-43-416 CONTRACT SEWER	7,093.61	7,093.61	24,828.00	17,734.39	28.6
TOTAL SEWER	671,449.99	671,449.99	2,661,788.00	1,990,338.01	25.2
<u>MISCELLANEOUS</u>					
51-45-434 UTILITY PENALTY/INTEREST	8,872.60	8,872.60	46,270.00	37,397.40	19.2
51-45-435 RECONNECT FEES	1,254.56	1,254.56	2,677.00	1,422.44	46.9
51-45-450 SENIOR DISCOUNT	(12,359.68)	(12,359.68)	44,650.00	57,009.68	(27.7)
51-45-467 NSF CHECKS AND FEES	150.00	150.00	300.00	150.00	50.0
51-45-468 UTILITY INSPECTION FEES	440.00	440.00	1,500.00	1,060.00	29.3
51-45-472 SEWER SUBSCRIPTION FEES	.00	.00	182,267.00	182,267.00	.0
TOTAL MISCELLANEOUS	(1,642.52)	(1,642.52)	277,664.00	279,306.52	(.6)
<u>MISCELLANEOUS</u>					
51-49-466 CASH OVER/SHORT	(20.00)	(20.00)	.00	20.00	.0
51-49-487 INVESTMENT INCOME	.00	.00	14,000.00	14,000.00	.0
51-49-495 MISCELLANEOUS INCOME	760.71	760.71	.00	(760.71)	.0
TOTAL MISCELLANEOUS	740.71	740.71	14,000.00	13,259.29	5.3
TOTAL FUND REVENUE	1,743,492.21	1,743,492.21	7,120,487.00	5,376,994.79	24.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
51-80-501 SALARIES	21,418.64	21,418.64	85,784.00	64,365.36	25.0
51-80-502 OVERTIME	114.49	114.49	1,000.00	885.51	11.5
51-80-508 LEAVE CASHOUT	.00	.00	4,289.00	4,289.00	.0
51-80-511 MEDICARE FICA	312.49	312.49	1,258.00	945.51	24.8
51-80-512 GROUP HEALTH INSURANCE	1,582.12	1,582.12	38,871.00	37,288.88	4.1
51-80-515 UNEMPLOYMENT	.00	.00	1,638.00	1,638.00	.0
51-80-516 WORKERS' COMPENSATION	.00	.00	328.00	328.00	.0
51-80-518 PERS	4,811.90	4,811.90	19,092.00	14,280.10	25.2
51-80-519 UTILITY BENEFIT	.00	.00	7,980.00	7,980.00	.0
51-80-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-80-561 SUPPLIES	254.43	254.43	4,000.00	3,745.57	6.4
51-80-649 ONLINE BILL PAY	239.70	239.70	2,000.00	1,760.30	12.0
51-80-683 MINOR EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
51-80-721 INSURANCE	.00	.00	1,000.00	1,000.00	.0
51-80-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-80-733 POSTAGE	4,579.62	4,579.62	12,000.00	7,420.38	38.2
51-80-736 BANK CHARGES	3,176.26	3,176.26	36,500.00	33,323.74	8.7
51-80-777 PROJECT-BOILER & HVAC REBUILD	53,141.28	53,141.28	370,000.00	316,858.72	14.4
51-80-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
51-80-996 ADMIN OVERHEAD-IT SVCS	1,125.00	1,125.00	14,260.00	13,135.00	7.9
51-80-998 ADMINISTRATIVE OVERHEAD-GF	2,873.00	2,873.00	39,145.00	36,272.00	7.3
TOTAL UTILITY BILLING	93,628.93	93,628.93	643,645.00	550,016.07	14.6
<u>HAULED WATER</u>					
51-81-501 SALARIES	117,301.02	117,301.02	434,695.00	317,393.98	27.0
51-81-502 OVERTIME	30,038.94	30,038.94	80,000.00	49,961.06	37.6
51-81-508 LEAVE CASHOUT	3,959.04	3,959.04	21,454.00	17,494.96	18.5
51-81-511 MEDICARE	2,255.13	2,255.13	7,463.00	5,207.87	30.2
51-81-512 EMPLOYEE GROUP BENEFITS	13,277.88	13,277.88	103,841.00	90,563.12	12.8
51-81-515 UNEMPLOYMENT	.00	.00	7,964.00	7,964.00	.0
51-81-516 WORKERS' COMPENSATION	.00	.00	15,196.00	15,196.00	.0
51-81-518 PERS	32,366.28	32,366.28	113,233.00	80,866.72	28.6
51-81-519 UTILITY BENEFIT	4,683.19	4,683.19	39,558.00	34,874.81	11.8
51-81-561 SUPPLIES	479.72	479.72	5,000.00	4,520.28	9.6
51-81-563 WEARING APPAREL	.00	.00	4,000.00	4,000.00	.0
51-81-600 TIRES	32,626.55	32,626.55	41,000.00	8,373.45	79.6
51-81-601 VEHICLE MT. (PARTS & TOOLS)	20.00	20.00	50,000.00	49,980.00	.0
51-81-602 GASOLINE/DIESEL/OIL	1,995.02	1,995.02	120,000.00	118,004.98	1.7
51-81-621 ELECTRICITY	745.51	745.51	7,200.00	6,454.49	10.4
51-81-622 TELEPHONE	8.91	8.91	100.00	91.09	8.9
51-81-623 HEATING FUEL	188.95	188.95	12,000.00	11,811.05	1.6
51-81-626 WATER/SEWER/GARBAGE	1,114.28	1,114.28	8,200.00	7,085.72	13.6
51-81-627 STAFF CELLULAR PHONES	206.64	206.64	1,320.00	1,113.36	15.7
51-81-650 LAB TESTS	300.00	300.00	5,000.00	4,700.00	6.0
51-81-661 VEHICLE MAINT/REPAIR	13,997.11	13,997.11	287,479.00	273,481.89	4.9
51-81-669 OTHER PURCHASED SERVICES	.00	.00	5,000.00	5,000.00	.0
51-81-683 MINOR EQUIPMENT	(482.10)	(482.10)	4,000.00	4,482.10	(12.1)
51-81-721 INSURANCE	.00	.00	53,000.00	53,000.00	.0
51-81-722 INSURANCE-DED EXP & OTHER	1,163.88	1,163.88	10,000.00	8,836.12	11.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-81-738 BAD DEBT EXPENSE	.00	.00	9,000.00	9,000.00	.0
51-81-799 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
51-81-996 ADMIN OVERHEAD-IT SVCS	1,070.00	1,070.00	13,573.00	12,503.00	7.9
51-81-998 ADMINISTRATIVE OVERHEAD-GF	14,761.00	14,761.00	159,633.00	144,872.00	9.3
TOTAL HAULED WATER	272,076.95	272,076.95	1,619,909.00	1,347,832.05	16.8

PIPED WATER

51-82-501 SALARIES	48,952.76	48,952.76	158,803.00	109,850.24	30.8
51-82-502 OVERTIME	8,522.35	8,522.35	30,000.00	21,477.65	28.4
51-82-508 LEAVE CASHOUT	.00	.00	7,379.00	7,379.00	.0
51-82-511 MEDICARE	849.20	849.20	2,738.00	1,888.80	31.0
51-82-512 EMPLOYEE GROUP BENEFITS	3,836.69	3,836.69	47,756.00	43,919.31	8.0
51-82-515 UNEMPLOYMENT	.00	.00	4,210.00	4,210.00	.0
51-82-516 WORKERS' COMPENSATION	.00	.00	5,574.00	5,574.00	.0
51-82-518 PERS	12,644.63	12,644.63	41,537.00	28,892.37	30.4
51-82-519 UTILITY BENEFIT	942.23	942.23	9,804.00	8,861.77	9.6
51-82-545 TRAINING/TRAVEL	659.50	659.50	2,500.00	1,840.50	26.4
51-82-561 SUPPLIES	2,269.20	2,269.20	5,000.00	2,730.80	45.4
51-82-563 WEARING APPAREL	1,148.17	1,148.17	1,000.00	(148.17)	114.8
51-82-592 PLUMBING SUPPLIES	2,489.94	2,489.94	2,500.00	10.06	99.6
51-82-601 VEHICLE MT. (PARTS & TOOLS)	312.20	312.20	3,000.00	2,687.80	10.4
51-82-602 GASOLINE/DIESEL/OIL	1,489.36	1,489.36	12,000.00	10,510.64	12.4
51-82-621 ELECTRICITY-UTIL MT SHOP	642.54	642.54	6,000.00	5,357.46	10.7
51-82-622 TELEPHONE	66.56	66.56	100.00	33.44	66.6
51-82-623 HEATING FUEL	494.48	494.48	24,000.00	23,505.52	2.1
51-82-626 WATER/SEWER/GARB	41.62	41.62	600.00	558.38	6.9
51-82-627 STAFF CELLULAR PHONES	148.86	148.86	1,160.00	1,011.14	12.8
51-82-649 ENGINEERING SERVICES	33,262.50	33,262.50	50,000.00	16,737.50	66.5
51-82-661 VEHICLE MAINT/REPAIR	1,002.79	1,002.79	2,782.00	1,779.21	36.1
51-82-669 OTHER PURCHASED SERVICES	.00	.00	500.00	500.00	.0
51-82-721 INSURANCE	.00	.00	4,100.00	4,100.00	.0
51-82-727 ADVERTISING	801.00	801.00	1,000.00	199.00	80.1
51-82-777 PROJECT EXPENSES-CULVERTS	.00	.00	210,000.00	210,000.00	.0
51-82-996 ADMIN OVERHEAD-IT SVCS	1,168.05	1,168.05	14,803.00	13,634.95	7.9
51-82-998 ADMINISTRATIVE OVERHEAD-GF	5,520.00	5,520.00	59,673.00	54,153.00	9.3
TOTAL PIPED WATER	127,264.63	127,264.63	708,519.00	581,254.37	18.0

BETHEL HTS WTR TREATMENT

51-83-501 SALARIES	33,067.89	33,067.89	117,832.00	84,764.11	28.1
51-83-502 OVERTIME	8,120.56	8,120.56	35,000.00	26,879.44	23.2
51-83-508 LEAVE CASHOUT	7,960.23	7,960.23	11,611.00	3,650.77	68.6
51-83-511 MEDICARE	194.34	194.34	2,216.00	2,021.66	8.8
51-83-512 EMPLOYEE GROUP BENEFITS	1,910.66	1,910.66	37,760.00	35,849.34	5.1
51-83-515 UNEMPLOYMENT	.00	.00	2,543.00	2,543.00	.0
51-83-516 WORKERS' COMPENSATION	.00	.00	4,470.00	4,470.00	.0
51-83-518 PERS	9,061.51	9,061.51	33,623.00	24,561.49	27.0
51-83-519 UTILITY BENEFIT	2,049.10	2,049.10	7,752.00	5,702.90	26.4
51-83-545 TRAINING/TRAVEL	329.75	329.75	2,500.00	2,170.25	13.2
51-83-561 SUPPLIES	1,405.16	1,405.16	1,500.00	94.84	93.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-83-563 WEARING APPAREL	.00	.00	500.00	500.00	.0
51-83-567 CHEMICALS	10,414.78	10,414.78	50,000.00	39,585.22	20.8
51-83-592 PLUMBING SUPPLIES	223.33	223.33	2,500.00	2,276.67	8.9
51-83-621 ELECTRICITY (PUMPHOUSE)	14,003.85	14,003.85	84,000.00	69,996.15	16.7
51-83-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-83-623 HEATING FUEL (PUMPHOUSE)	9,069.10	9,069.10	120,000.00	110,930.90	7.6
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	150.00	150.00	12,000.00	11,850.00	1.3
51-83-661 VEHICLE MAINT/REPAIR	.00	.00	2,782.00	2,782.00	.0
51-83-669 OTHER PURCHASED SERVICES	556.69	556.69	3,000.00	2,443.31	18.6
51-83-683 MINOR EQUIPMENT	9,477.67	9,477.67	13,000.00	3,522.33	72.9
51-83-721 INSURANCE	.00	.00	13,200.00	13,200.00	.0
51-83-727 ADVERTISING	500.00	500.00	500.00	.00	100.0
51-83-772 PROJECT EXPENSES	.00	.00	50,000.00	50,000.00	.0
51-83-996 ADMIN OVERHEAD-IT SVCS	1,113.36	1,113.36	14,116.00	13,002.64	7.9
51-83-998 ADMINISTRATIVE OVERHEAD-GF	4,531.00	4,531.00	49,012.00	44,481.00	9.2
TOTAL BETHEL HTS WTR TREATMENT	114,138.98	114,138.98	673,917.00	559,778.02	16.9

CITY SUB WTR TREATMENT

51-84-501 SALARIES	37,705.92	37,705.92	179,778.00	142,072.08	21.0
51-84-502 OVERTIME	7,979.75	7,979.75	35,000.00	27,020.25	22.8
51-84-508 LEAVE CASHOUT	4,750.81	4,750.81	8,708.00	3,957.19	54.6
51-84-511 MEDICARE	738.98	738.98	31,143.00	30,404.02	2.4
51-84-512 EMPLOYEE GROUP BENEFITS	2,885.46	2,885.46	37,760.00	34,874.54	7.6
51-84-515 UNEMPLOYMENT	.00	.00	3,916.00	3,916.00	.0
51-84-516 WORKERS' COMPENSATION	.00	.00	6,341.00	6,341.00	.0
51-84-518 PERS	10,050.80	10,050.80	47,251.00	37,200.20	21.3
51-84-519 UTILITY BENEFIT	1,126.61	1,126.61	7,752.00	6,625.39	14.5
51-84-545 TRAINING/TRAVEL	329.75	329.75	3,000.00	2,670.25	11.0
51-84-561 SUPPLIES	500.00	500.00	1,500.00	1,000.00	33.3
51-84-563 WEARING APPAREL	.00	.00	800.00	800.00	.0
51-84-567 CHEMICALS	63,906.07	63,906.07	90,000.00	26,093.93	71.0
51-84-592 PLUMBING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
51-84-602 GASOLINE/DIESEL/OIL	51.19	51.19	720.00	668.81	7.1
51-84-621 ELECTRICITY (CS WTF)	11,861.21	11,861.21	48,000.00	36,138.79	24.7
51-84-622 TELEPHONE	8.91	8.91	100.00	91.09	8.9
51-84-623 HEATING FUEL(CS WTF)	8,999.20	8,999.20	120,000.00	111,000.80	7.5
51-84-650 LAB TESTS	50.00	50.00	7,000.00	6,950.00	.7
51-84-661 VEHICLE MAINT (ISF)	460.91	460.91	2,782.00	2,321.09	16.6
51-84-669 OTHER PURCHASED SERVICES	556.69	556.69	2,000.00	1,443.31	27.8
51-84-683 MINOR EQUIPMENT	.00	.00	8,000.00	8,000.00	.0
51-84-721 INSURANCE	.00	.00	8,300.00	8,300.00	.0
51-84-727 ADVERTISING	500.00	500.00	500.00	.00	100.0
51-84-772 PROJECT EXPENSES	.00	.00	50,000.00	50,000.00	.0
51-84-996 ADMIN OVERHEAD-IT SVCS	1,222.74	1,222.74	15,490.00	14,267.26	7.9
51-84-998 ADMINISTRATIVE OVERHEAD-GF	6,415.00	6,415.00	69,337.00	62,922.00	9.3
TOTAL CITY SUB WTR TREATMENT	160,100.00	160,100.00	787,178.00	627,078.00	20.3

HAULED SEWER

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-85-501 SALARIES	133,052.34	133,052.34	499,174.00	366,121.66	26.7
51-85-502 OVERTIME	22,644.13	22,644.13	80,000.00	57,355.87	28.3
51-85-508 LEAVE CASHOUT	.00	.00	24,678.00	24,678.00	.0
51-85-510 SOCIAL SECURITY	20.65	20.65	.00	(20.65)	.0
51-85-511 MEDICARE	2,310.12	2,310.12	8,398.00	6,087.88	27.5
51-85-512 EMPLOYEE GROUP BENEFITS	19,729.02	19,729.02	126,053.00	106,323.98	15.7
51-85-515 UNEMPLOYMENT	.00	.00	10,635.00	10,635.00	.0
51-85-516 WORKERS' COMPENSATION	.00	.00	17,100.00	17,100.00	.0
51-85-518 PERS	34,135.14	34,135.14	127,418.00	93,282.86	26.8
51-85-519 UTILITY BENEFIT	2,732.51	2,732.51	44,118.00	41,385.49	6.2
51-85-561 SUPPLIES	543.79	543.79	2,000.00	1,456.21	27.2
51-85-563 WEARING APPAREL	.00	.00	4,000.00	4,000.00	.0
51-85-600 TIRES & WHEELS	.00	.00	6,000.00	6,000.00	.0
51-85-601 VEHICLE MT. (PARTS & TOOLS)	250.00	250.00	50,000.00	49,750.00	.5
51-85-602 GASOLINE/DIESEL/OIL	1,954.36	1,954.36	96,000.00	94,045.64	2.0
51-85-621 ELECTRICITY	745.51	745.51	7,200.00	6,454.49	10.4
51-85-622 TELEPHONE	.00	.00	100.00	100.00	.0
51-85-623 HEATING FUEL	188.95	188.95	12,000.00	11,811.05	1.6
51-85-626 WATER/SEWER/GARBAGE	643.18	643.18	8,200.00	7,556.82	7.8
51-85-661 VEHICLE MAINT/REPAIR	25,110.01	25,110.01	287,479.00	262,368.99	8.7
51-85-669 OTHER PURCHASED SERVICES	160.00	160.00	7,000.00	6,840.00	2.3
51-85-683 MINOR EQUIPMENT	(482.10)	(482.10)	1,000.00	1,482.10	(48.2)
51-85-699 XFER TO F-58 FLEET REPLACEMENT	.00	.00	191,160.00	191,160.00	.0
51-85-721 INSURANCE	.00	.00	45,000.00	45,000.00	.0
51-85-722 INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
51-85-799 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
51-85-996 ADMIN OVERHEAD-IT SVCS	1,070.00	1,070.00	13,573.00	12,503.00	7.9
51-85-998 ADMINISTRATIVE OVERHEAD-GF	16,833.00	16,833.00	181,767.00	164,934.00	9.3
TOTAL HAULED SEWER	261,640.61	261,640.61	1,861,053.00	1,599,412.39	14.1
PIPED SEWER					
51-86-501 SALARIES	47,372.27	47,372.27	158,803.00	111,430.73	29.8
51-86-502 OVERTIME	8,522.29	8,522.29	30,000.00	21,477.71	28.4
51-86-508 LEAVE CASHOUT	.00	.00	7,379.00	7,379.00	.0
51-86-511 MEDICARE	826.18	826.18	2,738.00	1,911.82	30.2
51-86-512 EMPLOYEE GROUP BENEFITS	3,726.28	3,726.28	48,866.00	45,139.72	7.6
51-86-515 UNEMPLOYMENT	.00	.00	4,210.00	4,210.00	.0
51-86-516 WORKERS' COMPENSATION	.00	.00	5,574.00	5,574.00	.0
51-86-518 PERS	12,296.64	12,296.64	41,537.00	29,240.36	29.6
51-86-519 UTILITY BENEFITS	1,921.67	1,921.67	9,478.00	7,556.33	20.3
51-86-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-86-561 SUPPLIES	1,755.00	1,755.00	5,000.00	3,245.00	35.1
51-86-563 WEARING APPAREL	.00	.00	2,500.00	2,500.00	.0
51-86-592 PLUMBING SUPPLIES	1,016.79	1,016.79	2,000.00	983.21	50.8
51-86-601 VEHICLE MT. (PARTS & TOOLS)	1,210.48	1,210.48	1,500.00	289.52	80.7
51-86-602 GASOLINE/DIESEL/OIL	627.59	627.59	9,600.00	8,972.41	6.5
51-86-621 ELECTRICITY-LIFTST & BLDG	19,353.62	19,353.62	90,000.00	70,646.38	21.5
51-86-622 TELEPHONE	.00	.00	100.00	100.00	.0
51-86-623 HEATING FUEL	502.61	502.61	30,000.00	29,497.39	1.7
51-86-626 WATER/SEWER/GARB	41.63	41.63	600.00	558.37	6.9
51-86-661 VEHICLE MAINT/REPAIR	1,773.72	1,773.72	2,782.00	1,008.28	63.8
51-86-669 OTHER PURCHASED SERVICES	60.00	60.00	10,000.00	9,940.00	.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-86-683 MINOR EQUIPMENT	36,921.81	36,921.81	80,000.00	43,078.19	46.2
51-86-699 CAPITAL EXPENSES-SL ASSET RES.	20,836.76	20,836.76	191,160.00	170,323.24	10.9
51-86-721 INSURANCE	.00	.00	4,000.00	4,000.00	.0
51-86-736 LEASED PROPERTY-LIFT STATIONS	11,865.60	11,865.60	15,000.00	3,134.40	79.1
51-86-777 PROJECT EXP-CULVERTS	.00	.00	210,000.00	210,000.00	.0
51-86-996 ADMIN OVERHEAD-IT SVCS	1,168.05	1,168.05	14,803.00	13,634.95	7.9
51-86-998 ADMINISTRATIVE OVERHEAD-GF	5,529.00	5,529.00	59,825.00	54,296.00	9.2
TOTAL PIPED SEWER	177,327.99	177,327.99	1,039,455.00	862,127.01	17.1
SEWER LAGOON					
51-87-501 SALARIES	12,425.07	12,425.07	65,150.00	52,724.93	19.1
51-87-502 OVERTIME	2,182.64	2,182.64	10,000.00	7,817.36	21.8
51-87-508 LEAVE CASHOUT	.00	.00	2,135.00	2,135.00	.0
51-87-511 MEDICARE	215.44	215.44	1,090.00	874.56	19.8
51-87-512 EMPLOYEE GROUP BENEFITS	948.06	948.06	15,548.00	14,599.94	6.1
51-87-515 UNEMPLOYMENT	.00	.00	1,676.00	1,676.00	.0
51-87-516 WORKERS' COMPENSATION	.00	.00	2,219.00	2,219.00	.0
51-87-518 PERS	3,213.72	3,213.72	16,533.00	13,319.28	19.4
51-87-519 UTILITY BENEFIT	190.75	190.75	3,016.00	2,825.25	6.3
51-87-545 TRAINING/TRAVEL	989.20	989.20	1,500.00	510.80	66.0
51-87-561 SUPPLIES	61.13	61.13	1,000.00	938.87	6.1
51-87-563 WEARING APPAREL	761.76	761.76	1,200.00	438.24	63.5
51-87-592 PLUMBING SUPPLIES	.00	.00	500.00	500.00	.0
51-87-602 GASOLINE	112.53	112.53	18,000.00	17,887.47	.6
51-87-650 LAB TESTS (SAMPLES)	2,342.24	2,342.24	12,000.00	9,657.76	19.5
51-87-683 MINOR EQUIPMENT	491.81	491.81	2,000.00	1,508.19	24.6
51-87-721 INSURANCE	.00	.00	300.00	300.00	.0
51-87-724 DUES & SUBSCRIPTIONS	.00	.00	6,000.00	6,000.00	.0
51-87-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-87-998 ADMINISTRATIVE OVERHEAD-GF	2,101.00	2,101.00	22,754.00	20,653.00	9.2
TOTAL SEWER LAGOON	26,035.35	26,035.35	183,121.00	157,085.65	14.2
TOTAL FUND EXPENDITURES	1,232,213.44	1,232,213.44	7,516,797.00	6,284,583.56	16.4
NET REVENUE OVER EXPENDITURES	511,278.77	511,278.77	(396,310.00)	(907,588.77)	129.0



City of Bethel - Public Works Department

Utilities Maintenance Activity Report
 September 2018
 Public Works Director - William Arnold

City Sub Water Treatment Plant Bethel Heights Water Treatment Plant

	Water			Chemical Usage			Water			Chemical Usage		
	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)
September	2,586,042	2,720,000	47,500	450	5,850	147	2,278,862	1,275,180	2,823,100	1,125	3,600	129
Fiscal Year to Date	8,898,253	10,370,000	570,173	1,725	19,350	483	6,804,672	3,039,746	10,131,407	2,925	10,360	368

Bethel Heights WTP	Repaired well pump was returned and put in storage for backup. Water storage tank was cleaned and inspected. Normal operations.
City Sub WTP	Electricians and plumbers continue to work on the new water loop expansion at CSWTP and Institutional Corridor line, new pumping skids and high demand pumps were added. DMR report to ADEC. Monthly water logs for BHWTP and CSWTP to ADEC. CCR certification report was submitted to ADEC. Lead and copper testing was completed. OEH monthly water test for BHWTP and CSWTP. Water storage tank was cleaned and inspected.
Sewer Lagoon	Lagoon in normal operations mode. No discharge for this month.
Piped Sewer	14 alarms on residential lift stations were responded to. Sewer line flushing on B Loop to remove material/debris and prevent line clogging. Repairs of 10 other residential lift stations were necessary. Teen Center lift station basin was installed. Line levelling activities. Repaired sewer leak on line during road crossing repair.
Piped Water	Monthly meter readings, service connections, and disconnects were performed. Driveway crossing repair to minimize pipe joints under roadways for easier maintenance and repairs. Replace fire hydrant valves that were leaking per Fire Department request. Ran heat trace line for public works shop water line. Continued to switch residential circulation pumps due to upgrades at City Sub WTP and Institutional Corridor line.
Other	Daily safety meetings are held. Assisted Streets & Roads with traffic control for road repairs. Chemicals arrived on barge and were transferred to storage.

Department of Commerce, Community, and Economic Development
 DIVISION OF COMMUNITY AND REGIONAL
 AFFAIRS

State of Alaska / Commerce / Community & Regional Affairs / Rural Utility Business Advisor Program (RUBA)

RURAL UTILITY BUSINESS ADVISOR (RUBA) PROGRAM

The goal of the RUBA program is to increase the managerial and financial capacity of rural water and wastewater utility providers. The program is advisory only; travel and assistance is at the request of local utility staff. The federal government amended the Safe Water Drinking Act in 1996 to require states to ensure that new systems are viable and that there is sufficient local technical, managerial, and financial capacity to operate the water or wastewater system. The RUBA program began in 1994 and continues to provide the technical, managerial, and financial training and assistance as mandated.

The program offers capacity building assistance to rural utilities throughout all regions of the state. One-on-one or small group training in the community is provided by RUBA staff for the local utility staff. Utility staff may also attend the 32-hour utility management classes offered at various hub communities.

The RUBA approach to assisting communities:

- Present eight management courses. Click [here](#) to see more course information.
- Identify communities with sanitation management issues;
- Visit community for fact-finding;
- Create an assessment identifying strengths and weaknesses;
- Develop a proposed work plan;
- Present the assessment and work plan to the community;
- Finalize the work plan with the community's council and agree on responsibilities;
- Provide technical assistance on-site;
- Assess progress and adjust work plan if necessary;

RUBA Publications

- [A Plain English Guide to Sanitation Utility Accounting](#)
- [A Plain English Guide to Alaska Drinking & Wastewater Regulations](#)
- [Guide to Community Tax Issues](#)
- [QuickBooks for Sanitation Utilities](#)
- [The Water Rate Calculator Guide Book](#)
- [The Water Rate Calculator](#)
- [Utility Business Plan Template and Sample](#)

Mayor's Report

City Manager's Report



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

MEMORANDUM

DATE: Oct 2- Oct 16
TO: City Council
FROM: Peter Williams, City Manager
RE: Managers' Report

Oct 3- Meet with Neighbor Works concerned with affordable housing in Bethel. They intend to meet with ONC, AVCP and others to see if a plan can be developed that could address this problem- Talked to Delta Western, the City's fuel supplier, considering the price the COB pays at the pump.-Contacted AML regarding the warehouse lease on the City Dock.- TSA, Homeland Security, visited various departments to look at equipment that has been purchased with grants from them.-

Oct 4- Dept Head meeting- Tec-Pro, the city's electrical contractor, completed repairs in several departments and will be back Wed., Oct 10th.

Oct 5- Gathered information from the USDA for Wells Fargo regarding transferring funds to complete the payment process for the construction of the jetty in the sewer lagoon.- Participated in a conference call regarding information for the LRTP.-

Oct 8- Meet with the PW Director and the Risk Manager to discuss a COA for the fire panel at the public works building. We can replace the board with one similar to the panel already there. A new one will have to be installed after the Fire Marshall approves a design where the strobe lights and horns will be installed at in the building. – Resolved a citizen complaint regarding water deliveries.- Visited the landfill and Owl Park.-Received the chemical tests from the tailings when we dredged the sewer lagoon and forwarded them to the DEC for review. It looks like to us that this soil is not contaminated, hopefully, we can use the material for cover material.

Oct 9- Reviewed reply from AVEC concerning the pole agreement. We had an agreement with BUC to rent space for the streetlights on the power poles. We intend to update this agreement.-Reviewed supporting documents for the council packet, and updated the material for the Red Folder.-Reviewed Transit budget and updated the budget with the

finance department to reflect budget modifications.-Resolved a citizen complaintg.- Tried to contact the USDA concerning transferring our loan at Wells Fargo to the USDA. This is in regards to the funding construction of the Jetty at the sewer lagoon. This project also enabled us to purchase a total eight new sewer trucks, three of which we have. Also we two new water trucks.- Visited the COB lot between Sami's and the Red Basket to see what portion of the lot could be leased.

Oct. 10- Tried to contact the USDA rep concerning the bridge loan with Wells Fargo to no avail.- Talk too Dep. Fire Marshall Lewis concerning the fire alarm system in the Public works building. Discussed a course of action to install the fire alarm panel, strobes, and horns with the PW Director and the Risk Manager. We need to receive a cost estimate to develop a plan for the Fire Marshall, who would then approve the project. We would then submit the plan to a company for a view of the cost to install the system and secure funding to install the necessary equipment.-

Oct 11- Work with the USDA and our Bond Consul too close out our bridge loan with Wells Fargo.- Reviewed a complaint regarding 3thd Ave. Requested an as-built survey be completed for the avenue.- Received and reviewed all of our insurance policies from APEI, the City Shop is insured for its "replacement value" .- Meet with the manager of the Longhouse regarding the use of COB property for a parking. We agreed to divide the lot and develop a lease so the Long House and Sami's can use the property.- DHSS confirmed that the CSP grant had been executed. – Meet with DOWL to discuss ongoing projects. Asked for a cost estimate for an assessment of the condition of the Public Works building, the City Shop, and the Senior Citizens Ctr.- Discuss this year legislative request for the upcoming legislative session.

Oct 11- USDA responded for our requests to transfer funds, spent some time with various discussion the situation with those involved to resolve this matter.-Reviewed AM's and Ordinances for council packet, signed checks, signed courthouse lease.- Reviewed landfill report from DEC and the landfill received a score of 72.9%, thirteen points higher than last time. The goal is to get the score up to 90-100%. There were some puddles, cover material and they feel we should have someone compacting the refuse eight hours a day. The compactor was recently refurbished but it is a piece of equipment that will have to replace sooner than later.

Oct 12- Signed Ak. Courthouse Lease.- BIA will be surveying behind the trailer court to resolve an issue of trespass. I think the BIA will be studying approximately 15-16 properties on the other side of Brown Slough.-Reviewed ordinance regarding the rezoning of the property between Sami's and the Red Basket.- Reviewed the Wind Energy Conservation Draft Ord.-Certificate for Bond Closing reviewed- Rough Draft for Title for forwarded to me from CA.

Oct 15- CPA's starting work on the FY18 Audit, our forth since December of 2016.- Requested an appraisal of the Warehouse on the city Dock.- Received a proposal from Pro-Comm. To reconfigure the 911 System to accept and process 911 calls made by wireless (cellphones) callers and display information from those calls. The cost for this service is \$19,243; no contingency funds were provided in the estimate. We would have to modify the budget to proceed with this proposal.

Oct 16 – Spent most of the day trying to resolve the issue between Wells Fargo, USDA and the City regarding the Utility Revenue Bond.- discussed purchasing with the Finance Director- Gathered material for the council packet.

PROJECTS

Institutional Corridor –Work is ongoing at the City Sub Water treatment plant, substantial completion is scheduled for Oct 15th. We agreed that start-up date will be Nov. 5th. We have spent \$7.27 million dollars so far. That is \$270,000 over the funds from the grant. We have approximately \$80,000 left in the Contingency Fund.

Jetty/Sewer Lagoon- Working with Wells Fargo, USDA, and the Bond Council to complete the transfer of the bridge loan from Wells Fargo to the USDA.

Long Range Transportation Plan 2020- Meeting scheduled for Oct 27. Anew PM has been assigned to this project.- We requested the cost of determining the ownership of the roads here in Bethel, and that cost is \$21,000. This has not been budgeted for.

The Avenues- The USDA has requested funding from the National Office for the USDA portion of this project. I'm really concerned that without some other source of funding is needed to make this project is feasible.

Bethel Heights Water and Sewer System – Preliminary engineer reports still pending and will be worked on this winter. Waiting for the funding from the DEC/VSW, and then we will start work on the Preliminary Engineer Report.

Tundra Ridge Road Realignment- Still pending, there might be some movement in a couple of weeks. Hopefully, we will hear something as soon as the DOT Planning Dept starts working on the project.

PW Building Boilers- Received bids that far exceeded what we had budgeted for and we will try to negotiate with the low bidder, additional funds will be needed for this project. We started with \$350,000 and had spent \$164,000 on design and the purchase of the boilers. There is \$176,000 remaining.

Geographic Information System (GIS)- Kodiak Mapping performed a fly-over of Bethel, awaiting the results.

Lift Stations- Grant was for \$900,000. We have spent \$14K on design, and we expect another \$90K will be needed to finish the design. \$796,000 remain of the grant funds. We think \$1M will be needed to finish the project.

Capital Improvement Plan- Presented to the council on Sept. 25th.

Peter Williams
Bethel City Manager

CITY OF BETHEL
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2018

COMBINED CASH ACCOUNTS

TOTAL COMBINED CASH

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

51 ALLOCATION TO WATER & SEWER SERVICES	3,490,935.48
TOTAL ALLOCATIONS TO OTHER FUNDS	3,490,935.48
ALLOCATION FROM COMBINED CASH FUND - 01-10100	
ZERO PROOF IF ALLOCATIONS BALANCE	3,490,935.48

CITY OF BETHEL
BALANCE SHEET
SEPTEMBER 30, 2018

WATER & SEWER SERVICES

ASSETS

51-10100	CASH IN COMBINED FUND	3,490,935.48
51-13100	ACCOUNTS RECEIVABLE	832,936.41
51-13900	ALLOWANCE-DOUBTFUL ACCTS	30,658.68
51-14200	HEATING FUEL INVENTORY	34,644.50
51-14400	DIESEL FUEL INVENTORY	15,452.50
51-16200	IMPROVEMENTS	12,187.41
51-16300	BUILDINGS	2,883,725.96
51-16400	PLANTS AND LINES-GENERAL	28,744,258.83
51-16500	MACHINERY & EQUIP-GENERAL	223,338.57
51-16600	VEHICLES-GENERAL	4,149,211.95
51-16620	VEHICLES-H SEWER	9,098.99
51-16800	ACCUM DEPR-BUILDINGS	(2,870,121.17)
51-16900	ACCUM DEPR-PLANT/LINE-GNL	(20,081,432.56)
51-17000	ACCUM DEP-M&E GENERAL	(88,223.27)
51-17100	ACCUM DEPR-VEHICLES-GENERAL	(3,522,799.12)
51-18000	W/S CONSTRUCTION IN PROGRESS	2,655,516.64
51-19000	DEFERRED OUTFLOW-PENSION	771,568.50

TOTAL ASSETS

17,290,958.30

LIABILITIES AND EQUITY

LIABILITIES

51-20100	VOUCHERS PAYABLE	47,900.63
51-22100	ACCRUED VACATION	117,145.58
51-22200	VACATION/SICK LEAVE	2,211.84
51-25900	DUE TO/FROM OTHER FUNDS	1,996,668.23
51-26100	UTILITY DEPOSITS	363,845.10
51-27200	WATER SUB. FEE - DEF. MAINT.	195,776.63
51-27300	SEWER SUB. FEE - DEF. MAINT.	209,870.61
51-29000	DEFERRED INFLOW-PENSION	43,666.55
51-29100	PENSION LIABILITY	3,917,369.07

TOTAL LIABILITIES

6,894,454.24

FUND EQUITY

51-30100	CONTRIBUTED CAPITAL-STATE	13,958,993.08
51-30200	CONTRIBUTED CAPITAL-FED	2,137,332.73
51-30300	CONTRIB CAP-CORP ENGR	5,816,281.20
51-30400	CONTRIB CAP-PHS	972,517.00
51-30500	CONTRIB CAP-EDA	311,207.20
51-30600	CONTRIB CAP-U OF A	127,476.00
51-30700	CONTRIBUTED CAPITAL VSW	8,280,868.37
51-30800	CONTRIBUTED CAPITAL-RECD	72,736.71
51-31900	CONTRIB CAP-OTHER	954,158.24
51-31950	CONTRIB CAPITAL-FLEET REP FUND	23,460.12
51-32100	AMORTIZATION CONTRIBUTION	(7,758,406.58)
51-37900	DESIGNATED-CAP IMPROV & DEPREC	251,213.07

UNAPPROPRIATED FUND BALANCE:

51-39900 FUND BALANCE (15,262,611.85)

CITY OF BETHEL
BALANCE SHEET
SEPTEMBER 30, 2018

WATER & SEWER SERVICES

REVENUE OVER EXPENDITURES - YTD	<u>511,278.77</u>	
BALANCE - CURRENT DATE		<u>(14,751,333.08)</u>
TOTAL FUND EQUITY		<u>10,396,504.06</u>
TOTAL LIABILITIES AND EQUITY		<u><u>17,290,958.30</u></u>

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER</u>					
51-42-410 TRUCKED WATER	732,495.35	732,495.35	2,854,650.00	2,122,154.65	25.7
51-42-412 METERED PIPED WATER COMM.	125,167.36	125,167.36	446,440.00	321,272.64	28.0
51-42-414 UNMETERED PIPED WTR RESID	207,169.94	207,169.94	834,971.00	627,801.06	24.8
51-42-416 CONTRACT WATER	3,080.00	3,080.00	13,075.00	9,995.00	23.6
51-42-436 PUMPHOUSE WATER	5,031.38	5,031.38	17,899.00	12,867.62	28.1
TOTAL WATER	1,072,944.03	1,072,944.03	4,167,035.00	3,094,090.97	25.8
<u>SEWER</u>					
51-43-411 TRUCKED SEWER (EVAC/HB)	401,470.12	401,470.12	1,586,277.00	1,184,806.88	25.3
51-43-412 METERED PIPED SEWER COMM.	201,395.41	201,395.41	803,488.00	602,092.59	25.1
51-43-414 UNMETERED PIPED SEWER RES	61,490.85	61,490.85	247,195.00	185,704.15	24.9
51-43-416 CONTRACT SEWER	7,093.61	7,093.61	24,828.00	17,734.39	28.6
TOTAL SEWER	671,449.99	671,449.99	2,661,788.00	1,990,338.01	25.2
<u>MISCELLANEOUS</u>					
51-45-434 UTILITY PENALTY/INTEREST	8,872.60	8,872.60	46,270.00	37,397.40	19.2
51-45-435 RECONNECT FEES	1,254.56	1,254.56	2,677.00	1,422.44	46.9
51-45-450 SENIOR DISCOUNT	(12,359.68)	(12,359.68)	44,650.00	57,009.68	(27.7)
51-45-467 NSF CHECKS AND FEES	150.00	150.00	300.00	150.00	50.0
51-45-468 UTILITY INSPECTION FEES	440.00	440.00	1,500.00	1,060.00	29.3
51-45-472 SEWER SUBSCRIPTION FEES	.00	.00	182,267.00	182,267.00	.0
TOTAL MISCELLANEOUS	(1,642.52)	(1,642.52)	277,664.00	279,306.52	(.6)
<u>MISCELLANEOUS</u>					
51-49-466 CASH OVER/SHORT	(20.00)	(20.00)	.00	20.00	.0
51-49-487 INVESTMENT INCOME	.00	.00	14,000.00	14,000.00	.0
51-49-495 MISCELLANEOUS INCOME	760.71	760.71	.00	(760.71)	.0
TOTAL MISCELLANEOUS	740.71	740.71	14,000.00	13,259.29	5.3
TOTAL FUND REVENUE	1,743,492.21	1,743,492.21	7,120,487.00	5,376,994.79	24.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
51-80-501 SALARIES	21,418.64	21,418.64	85,784.00	64,365.36	25.0
51-80-502 OVERTIME	114.49	114.49	1,000.00	885.51	11.5
51-80-508 LEAVE CASHOUT	.00	.00	4,289.00	4,289.00	.0
51-80-511 MEDICARE FICA	312.49	312.49	1,258.00	945.51	24.8
51-80-512 GROUP HEALTH INSURANCE	1,582.12	1,582.12	38,871.00	37,288.88	4.1
51-80-515 UNEMPLOYMENT	.00	.00	1,638.00	1,638.00	.0
51-80-516 WORKERS' COMPENSATION	.00	.00	328.00	328.00	.0
51-80-518 PERS	4,811.90	4,811.90	19,092.00	14,280.10	25.2
51-80-519 UTILITY BENEFIT	.00	.00	7,980.00	7,980.00	.0
51-80-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-80-561 SUPPLIES	254.43	254.43	4,000.00	3,745.57	6.4
51-80-649 ONLINE BILL PAY	239.70	239.70	2,000.00	1,760.30	12.0
51-80-683 MINOR EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
51-80-721 INSURANCE	.00	.00	1,000.00	1,000.00	.0
51-80-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-80-733 POSTAGE	4,579.62	4,579.62	12,000.00	7,420.38	38.2
51-80-736 BANK CHARGES	3,176.26	3,176.26	36,500.00	33,323.74	8.7
51-80-777 PROJECT-BOILER & HVAC REBUILD	53,141.28	53,141.28	370,000.00	316,858.72	14.4
51-80-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
51-80-996 ADMIN OVERHEAD-IT SVCS	1,125.00	1,125.00	14,260.00	13,135.00	7.9
51-80-998 ADMINISTRATIVE OVERHEAD-GF	2,873.00	2,873.00	39,145.00	36,272.00	7.3
TOTAL UTILITY BILLING	93,628.93	93,628.93	643,645.00	550,016.07	14.6

HAULED WATER

51-81-501 SALARIES	117,301.02	117,301.02	434,695.00	317,393.98	27.0
51-81-502 OVERTIME	30,038.94	30,038.94	80,000.00	49,961.06	37.6
51-81-508 LEAVE CASHOUT	3,959.04	3,959.04	21,454.00	17,494.96	18.5
51-81-511 MEDICARE	2,255.13	2,255.13	7,463.00	5,207.87	30.2
51-81-512 EMPLOYEE GROUP BENEFITS	13,277.88	13,277.88	103,841.00	90,563.12	12.8
51-81-515 UNEMPLOYMENT	.00	.00	7,964.00	7,964.00	.0
51-81-516 WORKERS' COMPENSATION	.00	.00	15,196.00	15,196.00	.0
51-81-518 PERS	32,366.28	32,366.28	113,233.00	80,866.72	28.6
51-81-519 UTILITY BENEFIT	4,683.19	4,683.19	39,558.00	34,874.81	11.8
51-81-561 SUPPLIES	479.72	479.72	5,000.00	4,520.28	9.6
51-81-563 WEARING APPAREL	.00	.00	4,000.00	4,000.00	.0
51-81-600 TIRES	32,626.55	32,626.55	41,000.00	8,373.45	79.6
51-81-601 VEHICLE MT. (PARTS & TOOLS)	20.00	20.00	50,000.00	49,980.00	.0
51-81-602 GASOLINE/DIESEL/OIL	1,995.02	1,995.02	120,000.00	118,004.98	1.7
51-81-621 ELECTRICITY	745.51	745.51	7,200.00	6,454.49	10.4
51-81-622 TELEPHONE	8.91	8.91	100.00	91.09	8.9
51-81-623 HEATING FUEL	188.95	188.95	12,000.00	11,811.05	1.6
51-81-626 WATER/SEWER/GARBAGE	1,114.28	1,114.28	8,200.00	7,085.72	13.6
51-81-627 STAFF CELLULAR PHONES	206.64	206.64	1,320.00	1,113.36	15.7
51-81-650 LAB TESTS	300.00	300.00	5,000.00	4,700.00	6.0
51-81-661 VEHICLE MAINT/REPAIR	13,997.11	13,997.11	287,479.00	273,481.89	4.9
51-81-669 OTHER PURCHASED SERVICES	.00	.00	5,000.00	5,000.00	.0
51-81-683 MINOR EQUIPMENT	(482.10)	(482.10)	4,000.00	4,482.10	(12.1)
51-81-721 INSURANCE	.00	.00	53,000.00	53,000.00	.0
51-81-722 INSURANCE-DED EXP & OTHER	1,163.88	1,163.88	10,000.00	8,836.12	11.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-81-738 BAD DEBT EXPENSE	.00	.00	9,000.00	9,000.00	.0
51-81-799 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
51-81-996 ADMIN OVERHEAD-IT SVCS	1,070.00	1,070.00	13,573.00	12,503.00	7.9
51-81-998 ADMINISTRATIVE OVERHEAD-GF	14,761.00	14,761.00	159,633.00	144,872.00	9.3
TOTAL HAULED WATER	272,076.95	272,076.95	1,619,909.00	1,347,832.05	16.8

PIPED WATER

51-82-501 SALARIES	48,952.76	48,952.76	158,803.00	109,850.24	30.8
51-82-502 OVERTIME	8,522.35	8,522.35	30,000.00	21,477.65	28.4
51-82-508 LEAVE CASHOUT	.00	.00	7,379.00	7,379.00	.0
51-82-511 MEDICARE	849.20	849.20	2,738.00	1,888.80	31.0
51-82-512 EMPLOYEE GROUP BENEFITS	3,836.69	3,836.69	47,756.00	43,919.31	8.0
51-82-515 UNEMPLOYMENT	.00	.00	4,210.00	4,210.00	.0
51-82-516 WORKERS' COMPENSATION	.00	.00	5,574.00	5,574.00	.0
51-82-518 PERS	12,644.63	12,644.63	41,537.00	28,892.37	30.4
51-82-519 UTILITY BENEFIT	942.23	942.23	9,804.00	8,861.77	9.6
51-82-545 TRAINING/TRAVEL	659.50	659.50	2,500.00	1,840.50	26.4
51-82-561 SUPPLIES	2,269.20	2,269.20	5,000.00	2,730.80	45.4
51-82-563 WEARING APPAREL	1,148.17	1,148.17	1,000.00	(148.17)	114.8
51-82-592 PLUMBING SUPPLIES	2,489.94	2,489.94	2,500.00	10.06	99.6
51-82-601 VEHICLE MT. (PARTS & TOOLS)	312.20	312.20	3,000.00	2,687.80	10.4
51-82-602 GASOLINE/DIESEL/OIL	1,489.36	1,489.36	12,000.00	10,510.64	12.4
51-82-621 ELECTRICITY-UTIL MT SHOP	642.54	642.54	6,000.00	5,357.46	10.7
51-82-622 TELEPHONE	66.56	66.56	100.00	33.44	66.6
51-82-623 HEATING FUEL	494.48	494.48	24,000.00	23,505.52	2.1
51-82-626 WATER/SEWER/GARB	41.62	41.62	600.00	558.38	6.9
51-82-627 STAFF CELLULAR PHONES	148.86	148.86	1,160.00	1,011.14	12.8
51-82-649 ENGINEERING SERVICES	33,262.50	33,262.50	50,000.00	16,737.50	66.5
51-82-661 VEHICLE MAINT/REPAIR	1,002.79	1,002.79	2,782.00	1,779.21	36.1
51-82-669 OTHER PURCHASED SERVICES	.00	.00	500.00	500.00	.0
51-82-721 INSURANCE	.00	.00	4,100.00	4,100.00	.0
51-82-727 ADVERTISING	801.00	801.00	1,000.00	199.00	80.1
51-82-777 PROJECT EXPENSES-CULVERTS	.00	.00	210,000.00	210,000.00	.0
51-82-996 ADMIN OVERHEAD-IT SVCS	1,168.05	1,168.05	14,803.00	13,634.95	7.9
51-82-998 ADMINISTRATIVE OVERHEAD-GF	5,520.00	5,520.00	59,673.00	54,153.00	9.3
TOTAL PIPED WATER	127,264.63	127,264.63	708,519.00	581,254.37	18.0

BETHEL HTS WTR TREATMENT

51-83-501 SALARIES	33,067.89	33,067.89	117,832.00	84,764.11	28.1
51-83-502 OVERTIME	8,120.56	8,120.56	35,000.00	26,879.44	23.2
51-83-508 LEAVE CASHOUT	7,960.23	7,960.23	11,611.00	3,650.77	68.6
51-83-511 MEDICARE	194.34	194.34	2,216.00	2,021.66	8.8
51-83-512 EMPLOYEE GROUP BENEFITS	1,910.66	1,910.66	37,760.00	35,849.34	5.1
51-83-515 UNEMPLOYMENT	.00	.00	2,543.00	2,543.00	.0
51-83-516 WORKERS' COMPENSATION	.00	.00	4,470.00	4,470.00	.0
51-83-518 PERS	9,061.51	9,061.51	33,623.00	24,561.49	27.0
51-83-519 UTILITY BENEFIT	2,049.10	2,049.10	7,752.00	5,702.90	26.4
51-83-545 TRAINING/TRAVEL	329.75	329.75	2,500.00	2,170.25	13.2
51-83-561 SUPPLIES	1,405.16	1,405.16	1,500.00	94.84	93.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-83-563 WEARING APPAREL	.00	.00	500.00	500.00	.0
51-83-567 CHEMICALS	10,414.78	10,414.78	50,000.00	39,585.22	20.8
51-83-592 PLUMBING SUPPLIES	223.33	223.33	2,500.00	2,276.67	8.9
51-83-621 ELECTRICITY (PUMPHOUSE)	14,003.85	14,003.85	84,000.00	69,996.15	16.7
51-83-622 TELEPHONE	.00	.00	500.00	500.00	.0
51-83-623 HEATING FUEL (PUMPHOUSE)	9,069.10	9,069.10	120,000.00	110,930.90	7.6
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	150.00	150.00	12,000.00	11,850.00	1.3
51-83-661 VEHICLE MAINT/REPAIR	.00	.00	2,782.00	2,782.00	.0
51-83-669 OTHER PURCHASED SERVICES	556.69	556.69	3,000.00	2,443.31	18.6
51-83-683 MINOR EQUIPMENT	9,477.67	9,477.67	13,000.00	3,522.33	72.9
51-83-721 INSURANCE	.00	.00	13,200.00	13,200.00	.0
51-83-727 ADVERTISING	500.00	500.00	500.00	.00	100.0
51-83-772 PROJECT EXPENSES	.00	.00	50,000.00	50,000.00	.0
51-83-996 ADMIN OVERHEAD-IT SVCS	1,113.36	1,113.36	14,116.00	13,002.64	7.9
51-83-998 ADMINISTRATIVE OVERHEAD-GF	4,531.00	4,531.00	49,012.00	44,481.00	9.2
TOTAL BETHEL HTS WTR TREATMENT	114,138.98	114,138.98	673,917.00	559,778.02	16.9

CITY SUB WTR TREATMENT

51-84-501 SALARIES	37,705.92	37,705.92	179,778.00	142,072.08	21.0
51-84-502 OVERTIME	7,979.75	7,979.75	35,000.00	27,020.25	22.8
51-84-508 LEAVE CASHOUT	4,750.81	4,750.81	8,708.00	3,957.19	54.6
51-84-511 MEDICARE	738.98	738.98	31,143.00	30,404.02	2.4
51-84-512 EMPLOYEE GROUP BENEFITS	2,885.46	2,885.46	37,760.00	34,874.54	7.6
51-84-515 UNEMPLOYMENT	.00	.00	3,916.00	3,916.00	.0
51-84-516 WORKERS' COMPENSATION	.00	.00	6,341.00	6,341.00	.0
51-84-518 PERS	10,050.80	10,050.80	47,251.00	37,200.20	21.3
51-84-519 UTILITY BENEFIT	1,126.61	1,126.61	7,752.00	6,625.39	14.5
51-84-545 TRAINING/TRAVEL	329.75	329.75	3,000.00	2,670.25	11.0
51-84-561 SUPPLIES	500.00	500.00	1,500.00	1,000.00	33.3
51-84-563 WEARING APPAREL	.00	.00	800.00	800.00	.0
51-84-567 CHEMICALS	63,906.07	63,906.07	90,000.00	26,093.93	71.0
51-84-592 PLUMBING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
51-84-602 GASOLINE/DIESEL/OIL	51.19	51.19	720.00	668.81	7.1
51-84-621 ELECTRICITY (CS WTF)	11,861.21	11,861.21	48,000.00	36,138.79	24.7
51-84-622 TELEPHONE	8.91	8.91	100.00	91.09	8.9
51-84-623 HEATING FUEL(CS WTF)	8,999.20	8,999.20	120,000.00	111,000.80	7.5
51-84-650 LAB TESTS	50.00	50.00	7,000.00	6,950.00	.7
51-84-661 VEHICLE MAINT (ISF)	460.91	460.91	2,782.00	2,321.09	16.6
51-84-669 OTHER PURCHASED SERVICES	556.69	556.69	2,000.00	1,443.31	27.8
51-84-683 MINOR EQUIPMENT	.00	.00	8,000.00	8,000.00	.0
51-84-721 INSURANCE	.00	.00	8,300.00	8,300.00	.0
51-84-727 ADVERTISING	500.00	500.00	500.00	.00	100.0
51-84-772 PROJECT EXPENSES	.00	.00	50,000.00	50,000.00	.0
51-84-996 ADMIN OVERHEAD-IT SVCS	1,222.74	1,222.74	15,490.00	14,267.26	7.9
51-84-998 ADMINISTRATIVE OVERHEAD-GF	6,415.00	6,415.00	69,337.00	62,922.00	9.3
TOTAL CITY SUB WTR TREATMENT	160,100.00	160,100.00	787,178.00	627,078.00	20.3

HAULED SEWER

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-85-501 SALARIES	133,052.34	133,052.34	499,174.00	366,121.66	26.7
51-85-502 OVERTIME	22,644.13	22,644.13	80,000.00	57,355.87	28.3
51-85-508 LEAVE CASHOUT	.00	.00	24,678.00	24,678.00	.0
51-85-510 SOCIAL SECURITY	20.65	20.65	.00	(20.65)	.0
51-85-511 MEDICARE	2,310.12	2,310.12	8,398.00	6,087.88	27.5
51-85-512 EMPLOYEE GROUP BENEFITS	19,729.02	19,729.02	126,053.00	106,323.98	15.7
51-85-515 UNEMPLOYMENT	.00	.00	10,635.00	10,635.00	.0
51-85-516 WORKERS' COMPENSATION	.00	.00	17,100.00	17,100.00	.0
51-85-518 PERS	34,135.14	34,135.14	127,418.00	93,282.86	26.8
51-85-519 UTILITY BENEFIT	2,732.51	2,732.51	44,118.00	41,385.49	6.2
51-85-561 SUPPLIES	543.79	543.79	2,000.00	1,456.21	27.2
51-85-563 WEARING APPAREL	.00	.00	4,000.00	4,000.00	.0
51-85-600 TIRES & WHEELS	.00	.00	6,000.00	6,000.00	.0
51-85-601 VEHICLE MT. (PARTS & TOOLS)	250.00	250.00	50,000.00	49,750.00	.5
51-85-602 GASOLINE/DIESEL/OIL	1,954.36	1,954.36	96,000.00	94,045.64	2.0
51-85-621 ELECTRICITY	745.51	745.51	7,200.00	6,454.49	10.4
51-85-622 TELEPHONE	.00	.00	100.00	100.00	.0
51-85-623 HEATING FUEL	188.95	188.95	12,000.00	11,811.05	1.6
51-85-626 WATER/SEWER/GARBAGE	643.18	643.18	8,200.00	7,556.82	7.8
51-85-661 VEHICLE MAINT/REPAIR	25,110.01	25,110.01	287,479.00	262,368.99	8.7
51-85-669 OTHER PURCHASED SERVICES	160.00	160.00	7,000.00	6,840.00	2.3
51-85-683 MINOR EQUIPMENT	(482.10)	(482.10)	1,000.00	1,482.10	(48.2)
51-85-699 XFER TO F-58 FLEET REPLACEMENT	.00	.00	191,160.00	191,160.00	.0
51-85-721 INSURANCE	.00	.00	45,000.00	45,000.00	.0
51-85-722 INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
51-85-799 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
51-85-996 ADMIN OVERHEAD-IT SVCS	1,070.00	1,070.00	13,573.00	12,503.00	7.9
51-85-998 ADMINISTRATIVE OVERHEAD-GF	16,833.00	16,833.00	181,767.00	164,934.00	9.3
TOTAL HAULED SEWER	261,640.61	261,640.61	1,861,053.00	1,599,412.39	14.1
PIPED SEWER					
51-86-501 SALARIES	47,372.27	47,372.27	158,803.00	111,430.73	29.8
51-86-502 OVERTIME	8,522.29	8,522.29	30,000.00	21,477.71	28.4
51-86-508 LEAVE CASHOUT	.00	.00	7,379.00	7,379.00	.0
51-86-511 MEDICARE	826.18	826.18	2,738.00	1,911.82	30.2
51-86-512 EMPLOYEE GROUP BENEFITS	3,726.28	3,726.28	48,866.00	45,139.72	7.6
51-86-515 UNEMPLOYMENT	.00	.00	4,210.00	4,210.00	.0
51-86-516 WORKERS' COMPENSATION	.00	.00	5,574.00	5,574.00	.0
51-86-518 PERS	12,296.64	12,296.64	41,537.00	29,240.36	29.6
51-86-519 UTILITY BENEFITS	1,921.67	1,921.67	9,478.00	7,556.33	20.3
51-86-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-86-561 SUPPLIES	1,755.00	1,755.00	5,000.00	3,245.00	35.1
51-86-563 WEARING APPAREL	.00	.00	2,500.00	2,500.00	.0
51-86-592 PLUMBING SUPPLIES	1,016.79	1,016.79	2,000.00	983.21	50.8
51-86-601 VEHICLE MT. (PARTS & TOOLS)	1,210.48	1,210.48	1,500.00	289.52	80.7
51-86-602 GASOLINE/DIESEL/OIL	627.59	627.59	9,600.00	8,972.41	6.5
51-86-621 ELECTRICITY-LIFTST & BLDG	19,353.62	19,353.62	90,000.00	70,646.38	21.5
51-86-622 TELEPHONE	.00	.00	100.00	100.00	.0
51-86-623 HEATING FUEL	502.61	502.61	30,000.00	29,497.39	1.7
51-86-626 WATER/SEWER/GARB	41.63	41.63	600.00	558.37	6.9
51-86-661 VEHICLE MAINT/REPAIR	1,773.72	1,773.72	2,782.00	1,008.28	63.8
51-86-669 OTHER PURCHASED SERVICES	60.00	60.00	10,000.00	9,940.00	.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-86-683 MINOR EQUIPMENT	36,921.81	36,921.81	80,000.00	43,078.19	46.2
51-86-699 CAPITAL EXPENSES-SL ASSET RES.	20,836.76	20,836.76	191,160.00	170,323.24	10.9
51-86-721 INSURANCE	.00	.00	4,000.00	4,000.00	.0
51-86-736 LEASED PROPERTY-LIFT STATIONS	11,865.60	11,865.60	15,000.00	3,134.40	79.1
51-86-777 PROJECT EXP-CULVERTS	.00	.00	210,000.00	210,000.00	.0
51-86-996 ADMIN OVERHEAD-IT SVCS	1,168.05	1,168.05	14,803.00	13,634.95	7.9
51-86-998 ADMINISTRATIVE OVERHEAD-GF	5,529.00	5,529.00	59,825.00	54,296.00	9.2
TOTAL PIPED SEWER	177,327.99	177,327.99	1,039,455.00	862,127.01	17.1
SEWER LAGOON					
51-87-501 SALARIES	12,425.07	12,425.07	65,150.00	52,724.93	19.1
51-87-502 OVERTIME	2,182.64	2,182.64	10,000.00	7,817.36	21.8
51-87-508 LEAVE CASHOUT	.00	.00	2,135.00	2,135.00	.0
51-87-511 MEDICARE	215.44	215.44	1,090.00	874.56	19.8
51-87-512 EMPLOYEE GROUP BENEFITS	948.06	948.06	15,548.00	14,599.94	6.1
51-87-515 UNEMPLOYMENT	.00	.00	1,676.00	1,676.00	.0
51-87-516 WORKERS' COMPENSATION	.00	.00	2,219.00	2,219.00	.0
51-87-518 PERS	3,213.72	3,213.72	16,533.00	13,319.28	19.4
51-87-519 UTILITY BENEFIT	190.75	190.75	3,016.00	2,825.25	6.3
51-87-545 TRAINING/TRAVEL	989.20	989.20	1,500.00	510.80	66.0
51-87-561 SUPPLIES	61.13	61.13	1,000.00	938.87	6.1
51-87-563 WEARING APPAREL	761.76	761.76	1,200.00	438.24	63.5
51-87-592 PLUMBING SUPPLIES	.00	.00	500.00	500.00	.0
51-87-602 GASOLINE	112.53	112.53	18,000.00	17,887.47	.6
51-87-650 LAB TESTS (SAMPLES)	2,342.24	2,342.24	12,000.00	9,657.76	19.5
51-87-683 MINOR EQUIPMENT	491.81	491.81	2,000.00	1,508.19	24.6
51-87-721 INSURANCE	.00	.00	300.00	300.00	.0
51-87-724 DUES & SUBSCRIPTIONS	.00	.00	6,000.00	6,000.00	.0
51-87-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-87-998 ADMINISTRATIVE OVERHEAD-GF	2,101.00	2,101.00	22,754.00	20,653.00	9.2
TOTAL SEWER LAGOON	26,035.35	26,035.35	183,121.00	157,085.65	14.2
TOTAL FUND EXPENDITURES	1,232,213.44	1,232,213.44	7,516,797.00	6,284,583.56	16.4
NET REVENUE OVER EXPENDITURES	511,278.77	511,278.77	(396,310.00)	(907,588.77)	129.0

Schedule, Events and Programs

- ❖ Fall 1 session runs Sept 10th – Oct 28th, Fall 2 session run Nov 1st – Dec 21st
- ❖ PFD Sales of Facility Memberships will begin October 1st and run through October 31st.
- ❖ Zombie Run October 6th
- ❖ FREE Women's Self Defense Workshop Sunday, October 14th 1-5pm
- ❖ Community Swim Meet October 20th, 1-3pm
- ❖ Starting November 1st, Group Fitness Classes will be scheduled on a monthly basis. Registration will be available for individual classes and Fitness Class passes will be available for a single class, in packages of 10 and an unlimited pass for the month.
- ❖ Halloween Event November 3rd 4-8:30pm
- ❖ Holiday Schedule:
 - Thanksgiving: 11/22 Closed; 11/23 Open 2-9pm
 - Christmas: 12/25 Closed; 12/26 Open 2-9pm
 - New Year: 12/31 Open 5:30a-4p; 1/1 Open 2-9p



Staffing

Operational Staff:

Now Hiring:

- Facility Attendants
- Certified Lifeguards
- Administrative Assistant

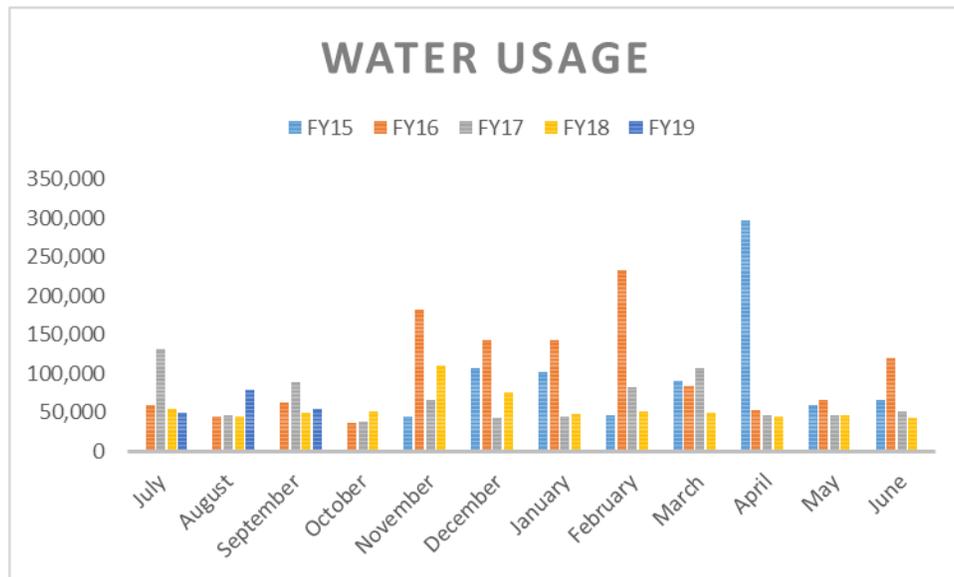
Programming Staff: We are looking for programming staff to fill the below roles:

- Swim Instructors
- Masters Swim Coach: Swim coach is not required to be American Red Cross Certified, but must have experience with coaching competitive swimming.
- Instructors for youth classes, particularly dance and tumbling
- Fitness Instructors and Certified Personal Trainers
- Instructors for any activity, craft or music patrons might be interested in learning.

Anyone interested in working at the YK Fitness Center can call 543-0390 or visit ykfitness.org for information and links to our applications.



Facility Maintenance



*Note: Facility opened in November of 2014 (FY15)

Corrective Maintenance:

- Connection to the Wind Turbine was restored.

Maintenance needed:

Previously reported maintenance still pending:

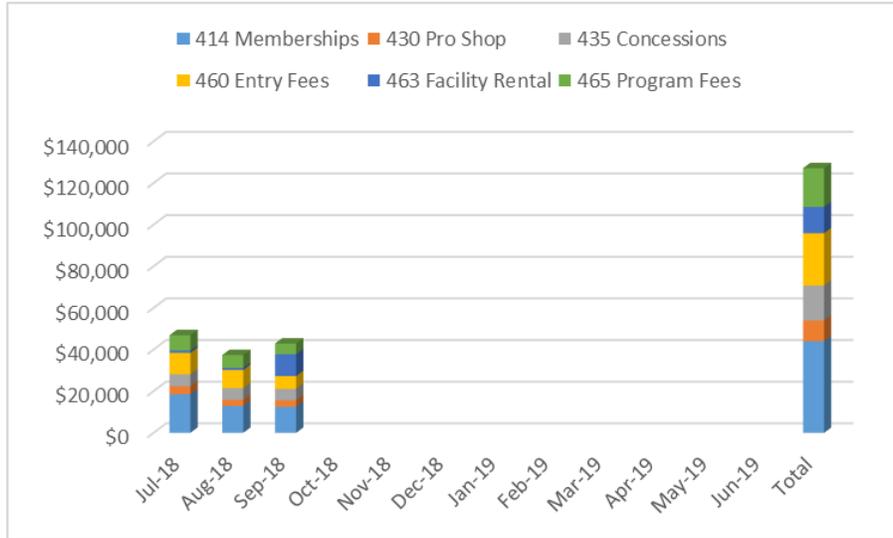
- Efforts were made to clean up a spill of Muriatic Acid in the facility connex. In the course of cleanup it was found that the spill was more extensive than initially thought and assistance was requested from the Fire Department. It was determined that additional protective equipment is needed to clean up the spill and the connex has been closed off pending procurement of the additional protective equipment.
- Main drain at bottom of pool – looking at replacement drain covers and processes for installation.
- Lamps for UV system are nearing the end of their use life and will need to be replaced. Due to the delicate and highly technical nature of the work it may be necessary to bring in a contractor. We are looking at options. Update August 2018: Two possible vendors for bulb replacement have been identified and quotes are being sought for parts and service.
- Overhead fans in pool area need maintenance. Working with City Facilities Department to develop a plan for safe access to trouble shoot the fans. Jan 2018: City of Bethel is looking into purchasing a lift that will allow access to the fans as well as other maintenance areas in the pool. Update 3/18/18 a scissor lift has been identified and purchasing is being reviewed. 5/15/18 scissor lift scheduled to arrive on first barge. 6/19/18 still waiting on lift. August 2018 Scissor lift has been received and we are scheduling with property maintenance to inspect the fans and determine next steps. September 2018 waiting for replacement fan.

Revenue

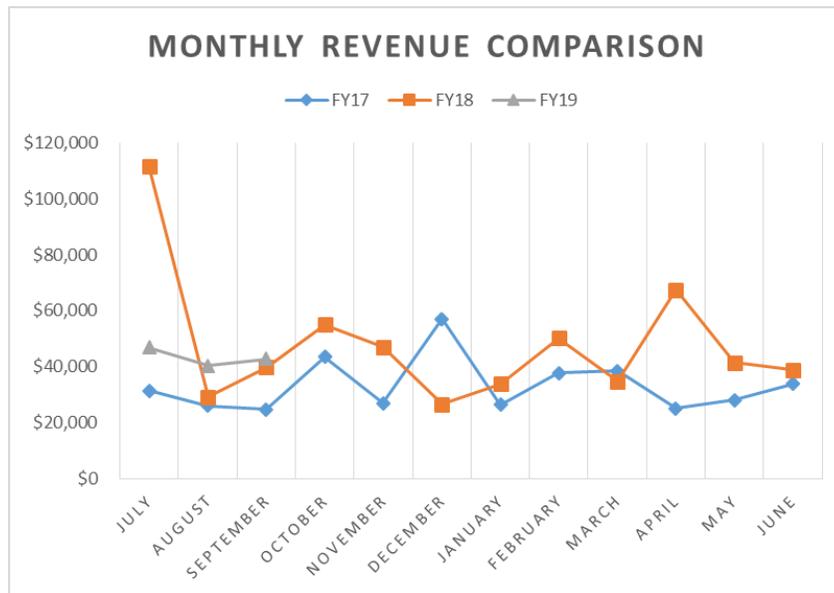
FY19 Revenue

Code	Facility Revenue	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total	FY19 Budg	%attained
414	Memberships	\$18,548	\$12,929	\$12,522										\$43,999	\$383,160	11.48%
430	Pro Shop	\$3,850	\$2,960	\$3,166										\$9,975	\$42,000	23.75%
435	Concessions	\$5,759	\$5,585	\$5,444										\$16,788	\$55,000	30.52%
460	Entry Fees	\$10,272	\$8,751	\$6,111										\$25,134	\$81,500	30.84%
463	Facility Rental	\$1,130	\$1,040	\$10,476										\$12,646	\$12,750	99.18%
465	Program Fees	\$7,327	\$6,101	\$5,155										\$18,583	\$80,500	23.08%
	Community Action Grant													\$0	\$767	0.00%
	WomenInPhilanthropy Grant		\$3,016											\$3,016	\$4,681	64.42%
	Facility Revenue Total	\$46,885	\$40,381	\$42,874	\$0	\$130,141	\$660,358	19.71%								

The below chart represents the portion of the total revenue that each revenue category represents.



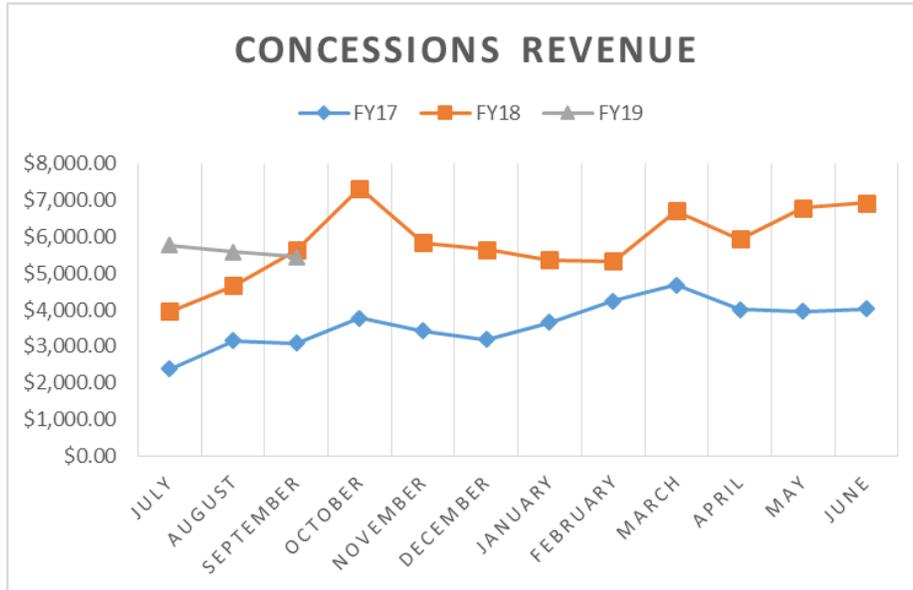
Revenue Comparisons



Monthly Revenue Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	\$31,433	\$26,142	\$24,867	\$43,503	\$27,134	\$57,131	\$26,567	\$37,829	\$38,636	\$25,144	\$28,177	\$33,913	\$400,478
FY18	\$111,356	\$29,355	\$39,850	\$55,131	\$47,120	\$26,685	\$33,914	\$50,253	\$34,808	\$67,517	\$41,521	\$38,990	\$576,500
FY19	\$46,885	\$40,381	\$42,874										\$130,141

Revenue

Concessions Comprisons



Concessions Sales Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	\$2,384.89	\$3,157.11	\$3,092.41	\$3,769.41	\$3,426.47	\$3,185.55	\$3,648.41	\$4,247.30	\$4,669.61	\$4,009.62	\$3,958.30	\$4,024.27	\$43,573.35
FY18	\$3,954.28	\$4,650.93	\$5,633.56	\$7,320.72	\$5,834.03	\$5,642.99	\$5,366.89	\$5,321.23	\$6,690.87	\$5,921.68	\$6,781.51	\$6,906.37	\$70,025.06
FY19	\$5,759.05	\$5,585.25	\$5,443.53										\$16,787.83

Pro Shop Comprisons

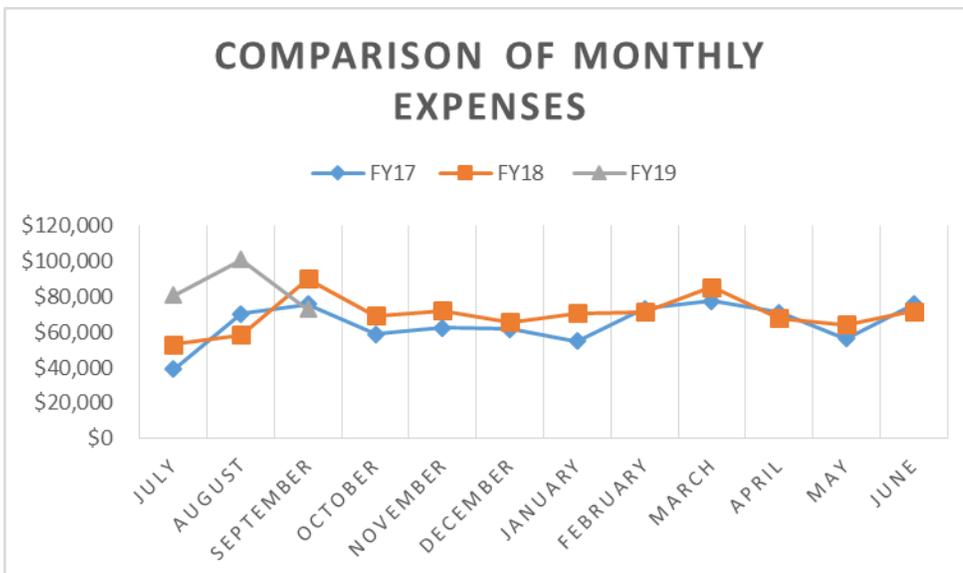


Pro Shop Sales Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	\$3,913.00	\$2,850.50	\$2,092.54	\$3,365.62	\$2,231.18	\$2,490.62	\$2,239.62	\$2,777.95	\$4,032.94	\$3,483.89	\$3,253.72	\$3,382.17	\$36,113.75
FY18	\$3,289.74	\$3,247.54	\$3,365.77	\$5,194.60	\$3,231.28	\$3,172.30	\$2,643.08	\$4,315.11	\$4,537.02	\$2,288.89	\$3,466.59	\$4,987.01	\$43,738.93
FY19	\$3,849.71	\$2,959.60	\$3,166.18										\$9,975.49

FY19 Expenses

	Expenses	Jul-18	Aug-18	Sep-18	Total	Budgeted	% used
	Wages	\$36,428	\$55,950	\$35,994	\$128,372	\$581,604	22.07%
	Benefits	\$8,923	\$13,288	\$8,404	\$30,614	\$120,200	25.47%
520	Housing	\$3,090	\$3,090	\$3,090	\$9,270	\$37,080	25.00%
545	Travel/Training	\$0	\$82	\$0	\$82	\$5,731	1.43%
561	Supplies	\$15,609	\$3,747	\$3,431	\$22,787	\$99,176	22.98%
580	Boiler	\$0	\$0	\$0	\$0	\$5,250	0.00%
646	Contractors	\$12,017	\$12,017	\$12,017	\$36,050	\$148,320	24.31%
661	Vehicle Maintenance/Repair	\$0	\$0	\$0	\$0	\$500	0.00%
663	Janitorial Supplies/Services	\$316	\$151	\$7,560	\$8,028	\$18,000	44.60%
668	Software Licenses	\$899	\$427	\$447	\$1,773	\$6,869	25.81%
683	Minor Equipment	\$1,579	\$3,013	\$0	\$4,593	\$10,500	43.74%
684	Donations and Awards	\$0	\$0	\$0	\$0	\$500	0.00%
724	Dues/Subscriptions	\$169	\$179	\$179	\$527	\$2,000	26.36%
727	Advertising	\$186	\$0	\$0	\$186	\$9,000	2.07%
733	Postage	\$3	\$0	\$0	\$3	\$400	0.63%
736	Bank Charges	\$1,134	\$947	\$884	\$2,965	\$14,500	20.45%
790	Allowance for Special Events	\$0	\$0	\$0	\$0	\$800	0.00%
799	Miscellaneous	\$0	\$7,643	\$817	\$8,460	\$5,500	153.82%
	Community Action Grant	\$160	\$184	\$0	\$344	\$767	44.85%
	Women In Philanthropy Grant	\$270	\$311	\$0	\$581	\$4,681	12.40%
	TOTAL	\$80,783	\$101,028	\$72,822	\$254,634	\$1,071,378	23.77%

Comparison of Monthly Expenses

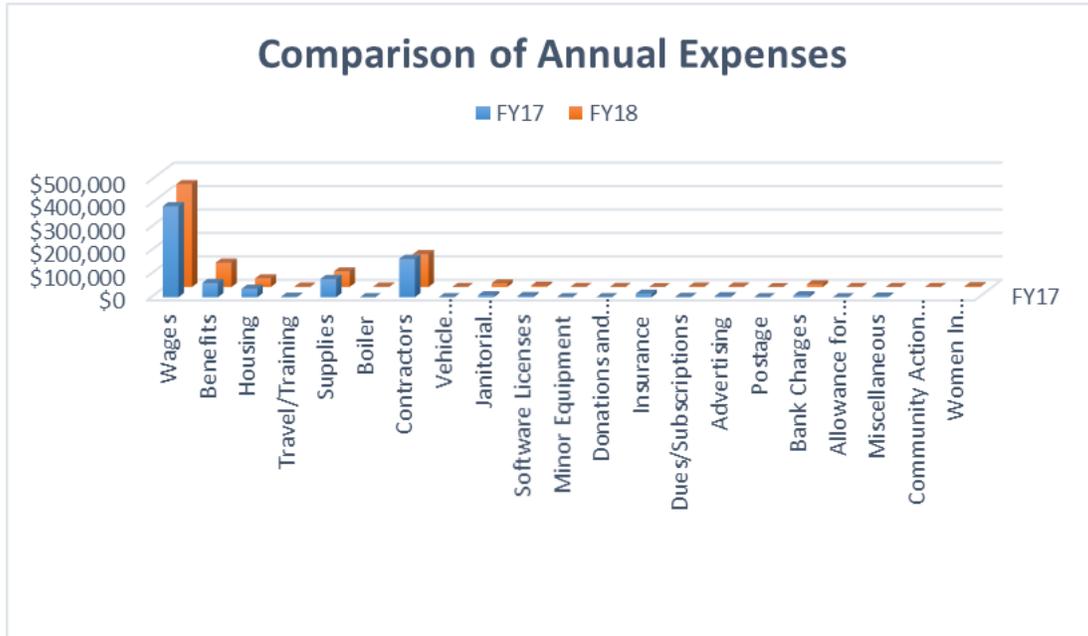


Expenses for July 2018 are trending higher than previous years due to early purchase of pool chemicals for the year and the growth of our youth programs which has increased wages for staffing those programs.

Most months have 2 pay periods, during September 2017 and August 2018 there were 3 pay periods. In addition, during August 2018 a connex was purchased for facility storage.

Monthly Expenses	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	\$39,145	\$70,114	\$75,717	\$58,716	\$62,335	\$61,668	\$54,949	\$72,965	\$77,475	\$70,907	\$56,290	\$75,502	\$775,784
FY18	\$53,231	\$58,448	\$89,960	\$69,086	\$71,974	\$65,596	\$70,546	\$71,272	\$85,390	\$67,745	\$64,074	\$71,669	\$838,989
FY19	\$80,783	\$101,028	\$72,822										\$254,634

Annual Expense Comparison



	Expenses	FY17	FY18	Change	% Change
	Wages	\$388,212	\$438,929	\$50,717	12%
	Benefits	\$61,125	\$103,913	\$42,788	41%
520	Housing	\$36,000	\$36,900	\$900	2%
545	Travel/Training	\$2,332	\$1,883	-\$449	-24%
561	Supplies	\$77,810	\$66,696	-\$11,114	-17%
580	Boiler	\$0	\$1,509	\$1,509	100%
646	Contractors	\$163,983	\$140,004	-\$23,979	-17%
661	Vehicle Maintenance/Repair	\$0	\$38	\$38	100%
663	Janitorial Supplies/Services	\$8,583	\$15,024	\$6,440	43%
668	Software Licenses	\$5,029	\$5,395	\$365	7%
683	Minor Equipment	\$422	\$506	\$84	17%
684	Donations and Awards	\$0	\$90	\$90	100%
721	Insurance	\$14,820	\$0	-\$14,820	#DIV/0!
724	Dues/Subscriptions	\$1,648	\$2,032	\$384	19%
727	Advertising	\$4,079	\$1,784	-\$2,295	-129%
733	Postage	\$234	\$0	-\$234	#DIV/0!
736	Bank Charges	\$8,377	\$11,697	\$3,320	28%
790	Allowance for Special Events	\$0	\$601	\$601	100%
799	Miscellaneous	\$2,920	\$94	-\$2,826	-3010%
	Community Action Grant	\$0	\$533	\$533	100%
	Women In Philanthropy Grant	\$0	\$2,860	\$2,860	100%
	TOTAL	\$775,574	\$830,487	\$54,913	7%

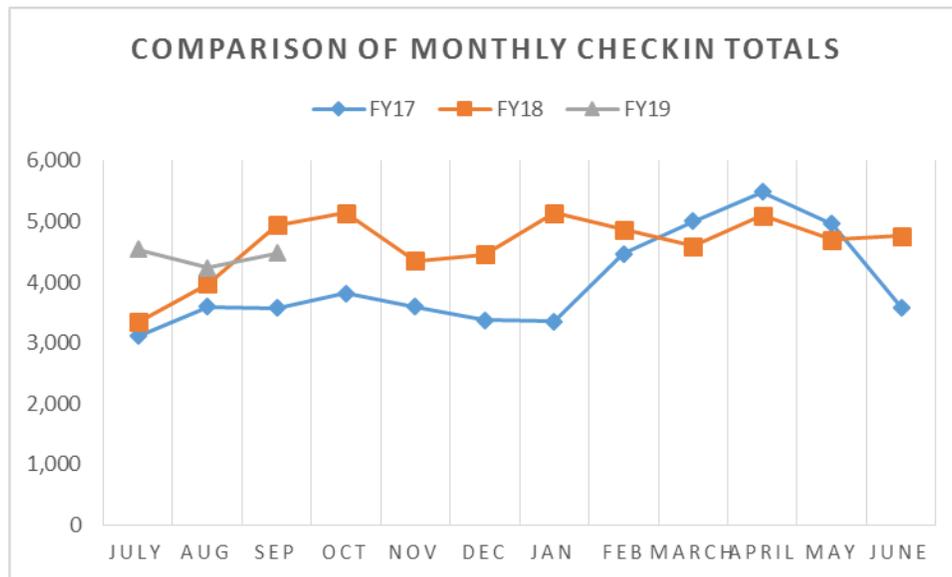
During FY18 hours were changed to a 7 day per week schedule. The bulk of extra expenses went to staffing for the extra operational hours.

Facility Utilization

Facility Check-In: Facility Check-In numbers represent the total number of patrons who visited the facility and are based on a compilation of the number of members who checked-in, the number of daily passes sold and the number of participants in programs, activities, rentals and special events. These numbers represent facility visits, not individuals as most individuals visit the facility multiple times over the course of the month.

Facility Check-In	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total
Member Checkins	2,771	2,563	1,712										7,046
Daily Admissions	1,482	1,533	1,734										4,749
Rentals	32	120	771										923
Fitness Programming	45	5	140										190
Aquatics Programming	34	88	97										219
Youth Programs	176	47	19										242
Monthly Totals	4,540	4,356	4,473	0	0	0	0	0	0	0	0	0	13,369

Facility Utilization was lower than expected during March. We assume that the bulk of this is due to the warm weather making travel difficult and to the large number of individuals impacted by the flu and other illnesses.



Facility Check-In	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
FY17	3,108	3,596	3,579	3,820	3,594	3,378	3,355	4,465	5,006	5,491	4,960	3,584	47,936
FY18	3,348	3,973	4,936	5,139	4,351	4,453	5,139	4,864	4,594	5,097	4,695	4,766	55,355
FY19	4,540	4,236	4,473										13,249
Difference	240	377	1,357	1,319	757	1,075	1,784	399	-412	-394	-265	1,182	7,419

Area Usage: Count of the number of individuals in each area at the top and bottom of each hour. Showing trends and patterns of area usage, these numbers are not an accurate reporting of the overall number of patrons using the facility as patrons who remain in any area for more than 30 minutes are counted more than once. The below charts show average number of users for each area, by day of the week, per 30 minute period and are used from programming and operational hours planning.

September Area Usage not available.

Management Team Reports

City Clerk's Report

City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

October 16, Alcohol Task Force Meeting
October 23, Regular City Council Meeting
Alaska Municipal League Conference November 11-16
November 20, Alcohol Task Force Meeting
November 27, Regular City Council Meeting

Elections

Absentee in person voting opens October 22, the office will be open from 8a-5p Monday through Friday.

In an effort to help improve young peoples' understanding and interest in the election process, the City Clerk will go to the Kuskokwim Learning Academy on Friday, October 19 to help educate the students. This is another step in expansion of the Kids Vote program which we hope to continue to grow for next year. The Kids Vote program is exclusive to the City's October Election.

The Office is conducting an annual review of election needs and potential code modifications and met with Election Officials prior to the canvass board to go over any needed changes.

The City Clerk's Office is limiting support to the State for the State's Elections. This year we will host absentee in person, deliver and pick up the election supplies to and from the precincts, act as emergency support on Election Day and assist with the upload transmittal of the election results after the close of the election. We will not be at the precincts on Election Day unless there is an emergency.

Long Term Records Storage

We received confirmation, the State of Alaska Archivist has received our meeting minutes files from 1957 to current and has initiated microfilming and storage of the documents.

The Office is undergoing our annual audit of Committee/Commission documents and providing notice to ex officio members of their deadline for website and long term storage material (packets/meeting minutes).

We are in the final stages of getting our committee/commission meeting minutes on the website. They have been scanned and will not be put through a word recognition can then uploaded to the City's website.

Committee/Commission Training

A few of the Committees have seen a lot of turnover in support staff ie the recorders and ex officio members. While the City Clerk's Office always provides one on one training to the new recorders and invites everyone to the annual Recorder Training it seems there are still many people unfamiliar with their roles. We will conduct another training in November and ask the City Manager to help ensure each of the department heads and recorders make an attempt to be present during the training to help ensure every level of the organization understands the expectations of the various roles. Additionally, the Office has been

working on the Recorder's Guide Book similar to the Committee/Commission Guide. The City Clerk will continue to work on this guide as time will allow with a completion goal by the end of February.

Committee Commissions General

We have eight seats that have term expirations on December 31st. The members have been notified with a request to reapply.

Committee contact lists have been updated to include the new Council Members.

Document Review and Preparation

Electronic Device Police

Title 4 Chapter Review and Outline for Code Modifications

HIPPA Records Policy Review/Modification

Executive Session

Additional Information
