



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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Regular City Council Meeting

Tuesday, March 13, 2018

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
March 13, 2018 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

Rick Robb
Mayor
Term Expires 2018
rrobb@cityofbethel.net

Fred Watson
Vice-Mayor
Term Expires 2018
fwatson@cityofbethel.net

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

Mark Springer
Council Member
Term Expires 2018
msprigner@cityofbethel.net

Naim Shabani
Council Member
Term Expires 2019
nshabani@cityofbethel.net

Thor Williams
Council Member
Term Expires 2019
twilliams@cityofbethel.net

Mitchell Forbes
Council Member
Term Expires 2019
mforbes@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) *2-27-2018 Regular Meeting Minutes p.5
- VII. **REPORTS OF STANDING COMMITTEE**
- VIII. **SPECIAL ORDER OF BUSINESS**
- IX. **UNFINISHED BUSINESS**
 - a) Public Hearing Of Ordinance 18-03: Amending BMC Section 5.20.050(F) To Increase Maximum Taxi Cab Rates Charged By Cabs And 5.20.160 A. Increasing The Fees Paid By Cab Companies (Public Safety and Transportation Commission) p.19
 - b) Public Hearing Of Ordinance 18-04: Amending Section 4.16.160(p) Of The Bethel Municipal Code, Sales Tax Exemptions For Real Estate Purchases (Council Member Albertson) p.25
 - c) Public Hearing Of Ordinance 18-05: Authorizing The Disposal Of Property Pursuant To BMC 4.08.030(B) Lease Agreement Between The City Of Bethel As Landlord And The Alaska Court System Tenant Of 17,045 Square Feet Of Office Space Within The Nora Guinn Justice Center, Court House Located At 204 Chief Eddie Hoffman Highway (City Manager Williams) p.33
 - d) Public Hearing Of Ordinance 18-06: Amending Chapter 1 Of The Bethel Municipal Code, General Provisions (City Manager Williams) p.49
- X. **NEW BUSINESS**
 - a) *Introduction Of Budget Ordinance 17-28(j): Amending The Adopted Annual FY 2018 Budget-Change To Water And Sewer Fund- Moving Alcohol Tax Revenue To Community Action Grant Fund (City Manager Williams) p.62
 - b) *Resolution 18-05: Authorizing The City's Participation In The State Of Alaska's Public Employees's Deferred Compensation Plan (City Manager Williams) p.68
 - c) *Resolution 18-06: Authorizing The Administration To Enter Into A Lease Purchase Of A New Ladder Truck For The City Of Bethel Fire Department (City Manager Williams)p.73
 - d) *AM 18-17: Appointment Of Brian M. Henry To The Finance Committee For A Term Of Three Years (Mayor Robb) p.75
 - e) *AM 18-18: Authorizing The City Attorney To Travel To Nome For The Alcohol Beverage Control Board Meeting Of April 3,2018 (Mayor Robb) p.76

Agenda posted on March 7, 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 March 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.



**City Council Meeting Agenda
Regularly Scheduled Meeting
March 13, 2018 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

- f) AM 18-19: Direct Administration To Sign A Village Safe Water Program Agreement In The Amount Of \$2,071,473 To Fund Additional 2018 Dredging Of The Sewer Lagoon (City Manager Williams) p.79
- g) AM 18-20: Authorizing The City Manager To Negotiate And Execute A Contract Amendment To The Professional Services Agreement With Carmen Jackson CPA Originally Executed On January 19, 2016 (City Manager Williams) p.101
- h) AM 18-21: Authorizing The City Manager To Negotiate And Execute A Contract With Hughes Fire Equipment/Pierce For The Purchase Of A Ladder Truck For The Fire Department (City Manager Williams) p.122
- i) AM 18-22: Direct Administration To Appoint And Identify One Staff Member To Act As The Primary Contact In The City For The 4th Of July Festivities (Parks/Recreation/Aquatic Health and Safety Committee) p.126
- j) *IM 18-03: City Invokes BMC 4.20.180 Emergency Procurements Section To Handle Lift Station Failure (City Manager Williams) p.127
- k) *Personal Leave Request For The City Clerk March 16, April 13th and 16th And July 19 – August 3 (Mayor Robb)

- XI. MAYOR'S REPORT**
- XII. MANAGER'S REPORTS**
- XIII. CLERK'S REPORT**
- XIV. COUNCIL MEMBER COMMENTS**
- XV. EXECUTIVE SESSION**
- XVI. ADJOURNMENT**

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Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 27, 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 Mark Springer
Vice-Mayor Fred Watson	Council Member Leif Albertson (participated telephonically)
Council Member Naim Shabani (arrived at 7:15 p.m.)	Council Member Thor Williams
Council Member Mitchell Forbes	
Also in attendance were the following:	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

IV. PEOPLE TO BE HEARD

Patrick Hopstad – Stated there is a serious issue with burglaries in the community, is hoping to start a neighborhood watch program.

Michael Koskie, Regional Manager for the Alaska Public Employers Association- Spoke in favor of the City Council’s passage of the Employee Union Contract.

Eileen Arnold- Provided support to the Council’s confirmation of Burke Waldron as Chief of Police.

John Sargent, Grant Manager for the City of Bethel, Negotiator of the Union Contract- Spoke in favor of the Council’s approval of the Union Contract.

Ray Watson- Spoke in opposition to the tax rate ordinance with the senior rate being increased by \$1. Suggested the council reduce the senior rate by one dollar.

Mike Shantz- Thanked the water and sewer truck drivers for all of their hard work for yet another year. Identified a growing problem in Bethel, willow trees that are too near an intersection and preventing safe passage within the roadway.

David E. Trantham Jr. – Stated he is incredibly concerned about a few things, suggested the Council do a self-evaluation, they should be accountable when things don't go well. Provided concerned about the City of Bethel downsizing. The Senior Center and the Parks and Recreation department is gone. Also, It appears the City is going to upsize by hiring a risk manager. Concerned about: all of the budget modifications within the last few months; human rights in the City of Bethel; and unenforceable ordinances in the City which don't have any money associated with it to cover the cost of enforcement.

Mary Nanuwak – Stated frustration with the bus system and the drivers not waiting on the passengers. Further stated frustration with the Chamber Lunch discussion on Marijuana during the Russian Orthodox Christmas. Is really bothered by people who do not show respect to people with disabilities. The use of liquor and prescription drugs are getting worse all over the world.

Steve Wallace, District Attorney for the State of Alaska but not representing the State of Alaska tonight- Provided support to the Council's confirmation of Police Chief Burke Waldron.

Allysa Nadine Rogers- Asked the Council to provide support for her to represent the Community of Bethel at the Pageant.

Clyde Erickson, City Employee- Spoke in favor of the Council's approval of the Union Contract.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

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

Removal from

Consent: Introduction of Ordinance 18-06 and New Business Item C, Item I and Item J.

Moved by:

Primary Amendment:

Move Executive Session Item A to New Business Item L.

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

Primary Amendment:

Move Executive Session Items B and C to follow Approval of the Meeting Minutes

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

VI. APPROVAL OF THE MEETING MINUTES

Item A – 2-13-2018 Regular Meeting Minutes.

Passed on the Consent Agenda

Item B – 2-14-2018 Special Meeting Minutes.

Passed on the Consent Agenda

EXECUTIVE SESSION

Move Into Executive Session-
B. In Accordance With AS 44.62.310(c)1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Union Negotiations.
C. In Accordance with AS 44.62.310(b), Providing Direction To The City Attorney Regarding The Handling Of The AC Quickstop Protest.
Those participating are City Council, City Attorney, City Manager, City Clerk and Human Resources Manager.

Main Motion:

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

Opposed: | -0

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

Item C- In Accordance with AS 44.62.310(b), Providing Direction To The City Attorney Regarding The Handling Of The AC Quickstop Protest.

Council Member Shabani arrived at 7:15 p.m.

Main Motion: Move Item D from New Business to be the next Item on the Agenda.

Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 6-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams

NEW BUSINESS

Item D – AM 18-14: City Of Bethel And City Of Bethel Employees Association Local #6055 Proposed Collective Bargaining Agreement.

Main Motion: Approve AM 18-14.

Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission –

A meeting has not been held since the last city council meeting.

Port Commission -

A meeting has not been held since the last city council meeting.

Planning Commission -

Working on setting up a commission training.

Parks, Recreation, Aquatic Health and Safety Center Committee -

Kasayuli Park Subdivision community meeting will be held March 17.

Finance Committee –

The finance committee has not had a meeting since the last City Council meeting.

Energy Committee -

A quorum of the body has not been established

Public Works Committee -

A quorum of the body has not been established.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Health Fitness Monthly Report.

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 18-03: Amending BMC Section 5.20.050(F) To Increase Taxi Cab Rates.

Mayor Robb opened the Public Hearing.

Jared Karr, Member of The Public Safety and Transportation Commission- Spoke in favor of the Ordinance and provided clarification on what the Commission’s intent was for this item.

David E. Trantham – Spoke in favor of the taxi rate increase.

Mayor Robb closed the Public Hearing.

Council Member Shabani declared a conflict of interest due to his ownership of Kusko Cab.

Mayor Robb ruled that Council Member Shabani has a conflict of interest.

Main Motion: Adopt Ordinance 18-03.

Moved by:	Forbes
Seconded by:	Albertson
Action:	Postponed

Amend to strike under Maximum Senior Citizen Rate:

	<u>Maximum Senior Citizen Rate</u>
Cab Fares (within the City (including Bethel Heights))	\$5.00 <u>4.00</u>
Fare to the Hospital	\$5.00 <u>4.00</u>
Fare to Trailer Court, Hangar Lake, Power Plant	\$5.00 <u>4.00</u>
Fare to/from Kasayulie Subdivision	\$10.00 <u>11.00</u>
Half-hour fare charter	\$30.00 <u>35.00</u>
Senior Citizens	The old fare rates

Primary Amendment:

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

Amend Maximum Senior Citizen rates to:

\$4.00
\$4.00
\$4.00
\$6.00
\$6.00
\$10.00
\$25.00
\$4.00

Primary Amendment:

Moved by: Springer
 Seconded by: Williams
 Action: Motion carries by a vote of 5-1
 In favor: Robb Watson Springer Williams Forbes
 Opposed: Albertson

Primary Amendment:

Amend 5.20.160 A. to strike one hundred eighty-five dollars (\$185) and insert two-hundred dollars (\$200).

Moved by: Williams
 Seconded by: Forbes
 Action: Motion carries by a vote of 5-1
 In favor: Albertson Watson Springer Williams Forbes
 Opposed: Robb

Subsidiary Motion: Postpone.

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

Council Member Shabani returned to the chambers.

Item B – Public Hearing Of Budget Ordinance 17-28(i): Amending The Adopted Annual FY 2018 Budget.

Mayor Robb opened the Public Hearing.

No one present to be heard.

Mayor Robb closed the Public Hearing.

Main Motion: Adopt Ordinance 17-28(i).

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 5-2
In favor: Robb Albertson Springer Shabani Forbes
Opposed: Watson Williams

Primary Amendment: Amend 40-16500 to strike 46,000 and insert \$20,000, and 40-10100 to strike 46,000 and insert 20,000.

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 7-0
In favor: Robb Albertson Watson Springer Shabani Williams Forbes
Opposed: -0

Subsidiary Motion: Suspend the rules to hear from the Human Resources Manager.

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 7-0
In favor: Robb Albertson Watson Springer Shabani Williams Forbes
Opposed: -0

X. NEW BUSINESS

Item A – Introduction Of Ordinance 18-04: Amending Section 4.16.160(p) Of The Bethel Municipal Code, Sales Tax Exemptions For Real Estate Purchases.

Passed on the consent agenda.

Item B – Introduction Of Ordinance 18-05: Authorizing The Disposal Of Property Pursuant To BMC 4.08.030(B) Lease Agreement Between The City Of Bethel As Landlord And The Alaska Court System Tenant Of 17,045 Square Feet Of Office Space Within The Nora Guinn Justice Center, Court House Located At 204 Chief Eddie Hoffman Highway.

Passed on the consent agenda.

Item C – Introduction Of Ordinance 18-06: Amending Chapter 1 Of The Bethel Municipal Code, General Provisions.

Main Motion: Introduce Ordinance 18-06.

Moved by:	Springer
Seconded by:	Shabani
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	–0

Item E – AM 18-15: Appointment Of Benjamin Anderson Agimuk To The Public Works Committee For A Term Of Three Years.

Passed on the consent agenda.

Item F – AM 18-16: Appointment of Courtney Trammell to the Public Works Committee for a term of three years.

Passed on the consent agenda.

Item G – Confirming The City Manager’s Hiring Of Burke Waldron As Chief Of Police.

Main Motion: Confirm Chief of Police Burke Waldron and the Chief of Police with the City of Bethel.

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

Item H – Fili’s Pizza- Liquor License Renewal- Council Review.

Item I – Leave Request- City Clerk- March 1-2, 2018.

Main Motion: Approve the City Clerk’s Personal Leave Request.

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 6-1
In favor: Robb Albertson Watson Springer Shabani Forbes
Opposed: Williams

Item J – Leave Request- City Attorney- March 8, 9, 12, 2018.

Passed on the consent agenda.

Item K – IM: 18-02 Financial Report-YTD for the period 7-1-17 to 12-31-17.

Passed on the consent agenda.

EXECUTIVE SESSION

Item A– In Accordance With AS 44.62.310(c)2: Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion - Evaluation, City Manager.

Main Motion: Suspend the City Manager for two weeks.

Moved by: Williams
Seconded by: Watson
Action: Motion does not carry 2-5
In favor: Watson Williams
Opposed: Robb Albertson Springer Shabani Forbes

Incidental Motion: Extend the meeting past 11:00pm.

Moved by: Watson
Seconded by: Williams
Action: Motion carries by a vote of 4-3
In favor: Robb Albertson Watson Williams
Opposed: Springer Shabani Forbes

Main Motion: Adjournment.

Moved by: Williams
Seconded by: Springer
Action: Motion does not carry by a vote of 3-4

In favor: Springer Shabani Williams
Opposed: Robb Albertson Watson Forbes

XI. MAYOR'S REPORT

XII. MANAGER'S REPORT

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

Mayor Richard Robb –
Thanked everyone who attended the council meeting tonight.
Hoped that everyone is safe with the changing weather.

Vice-Mayor Fred Watson –
Wanted to let everyone know that there will be a Basketball tournament in town this weekend.

Council Member Leif Albertson –
No comment.

Council Member Mark Springer –
Congratulated Tiffany Zulkosky for her appointment to represent our District.
Thanked everyone else who applied for this position.
Provided a summary of the Juneau lobbying trip.
Agreed that the State Highway roadway is not in good shape.

Council Member Naim Shabani –
No comment.

Council Member Thor Williams–
Stated concerns about the road conditions and the many potholes as well as the overflow areas and thawing of culverts.
There will be a lot of people in town this weekend with the tournament, hopes the Police Department is prepared.

Council Member Mitchell Forbes–
Congratulated Tiffany Zulkosky for her appointment to represent our District.

XV. ADJOURNMENT

Main Motion: Adjournment.

Moved by: Williams
Seconded by: Springer
Action: Motion carries by a vote of 6-1
In favor: Springer Shabani Robb Albertson Watson Forbes
Opposed: Williams

Council adjourned at 11:23 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

Special Order of Business

Unfinished Business

Introduced by: Public Safety and
Transportation Commission
Introduction Date: February 13, 2018
Public Hearing: February, 27 2018
March 13, 2018
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance # 18-03

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 5.20.050(F), BETHEL PUBLIC SAFETY AND TRANSPORTATION COMMISSION – RATES, TO INCREASE SOME MAXIMUM RATES CHARGED BY CAB COMPANIES AND AMENDING 5.20.160 A. TO INCREASE TAXI CAB FEES PAID TO THE CITY BY CAB COMPANIES

WHEREAS, the taxicab industry provides a valuable service to the community of Bethel 24 hours a day, seven days a week;

WHEREAS, taxicab rates have remained the same in Bethel for the last ten years—since the passage of Ordinance #07-20 on August 14, 2007;

WHEREAS, in the last ten years all expenses such as fuel, insurance, maintenance, taxes and fees have all increased while cab rates have stayed the same;

NOW, BE IT ORDAINED, the City Council amends the Bethel Municipal Code, Section 5.20.050(F), by amending the rates for taxi cab fares

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code Section 5.20.050(F) and 5.20.160 (a), Bethel Public Safety and Transportation Commission – Rates, is amended as follows: (new language is underlined and old language is stricken):

5.20.050 Bethel Public Safety and Transportation Commission – Rates

- A. The commission:
1. Shall establish maximum rates to be charged for taxicab and river taxi service and may establish minimum rates for such services;
 2. May establish dispatch service, limousine, or bus minimum and/or maximum rates;
 3. May establish maximum lease rates between permittees and lease operators of taxicabs, including daily lease rates for taxicab chauffeurs.
- B. All rates established by the commission shall be nondiscriminatory, just and reasonable.

Introduced by: Public Safety and
 Transportation Commission
 Introduction Date February 13, 2018
 Public Hearing: February, 27 2018
 March 13, 2018
 Action:
 Vote:

- C. A statement of actual taxicab rates charged by a taxicab, other than flat or group rates established by contractual agreement between dispatch service companies and individuals or other businesses, shall be conspicuously posted on the interior and exterior of every taxicab in a manner prescribed by the transportation inspector.
- D. No person may require payment of rates other than those established by the commission pursuant to this section.
- E. No person may require payment of dispatch service rates other than those established by the commission pursuant to this section.
- F. Rates for permitted transportation area as follows:

	Old Rates	Maximum Rates Previous Fares Maximum Senior Citizen Rate	<u>Current Rates</u> Maximum Rates
Cab Fares (within the City (including Bethel Heights))	\$4.00	\$5.00 <u>\$4.00</u>	<u>\$5.00</u>
Fare to the Hospital	\$4.00	\$5.00 <u>\$4.00</u>	<u>\$5.00</u>
Fare to Trailer Court, Hangar Lake, Power Plant	\$4.00	\$5.00 <u>\$4.00</u>	<u>\$5.00</u>
Fare to/from the Airport (to/from all locations except Kasayulie Subdivision)	\$6.00	\$7.00 <u>\$6.00</u>	<u>\$8.00</u>
Fare to B.I.A. and Tundra Ridge	\$6.00	\$7.00 <u>\$6.00</u>	<u>\$8.00</u>
Fare to/from Kasayulie Subdivision	\$10.00	\$10.00	<u>\$12.00</u>
Fare to/from Haroldson Subdivision		\$7.00	<u>\$8.00</u>
Half-hour fare charter	\$25.00	\$30.00 <u>\$25.00</u>	<u>\$35.00</u>
Fare airport to airport	\$4.00	\$4.00	<u>\$5.00</u>
Senior Citizens		The old fare rates	<u>The previous fare rates</u>
En-route Stops	\$1.00 per minute	\$1.00 per stop, plus \$1.00 per minute after three minutes	<u>\$1.00 per stop, plus \$1.00 per minute after three minutes</u>

5.20.160 Fees

The following fees shall be payable to the city:

Introduced by: Public Safety and
Transportation Commission
Introduction Date: February 13, 2018
Public Hearing: February, 27 2018
March 13, 2018
Action:
Vote:

A. ~~One hundred eighty-five dollars (\$185)~~ Two hundred dollars (\$200) monthly shall be paid to the transportation inspector for the issuance or renewal of a bus, limousine, river taxi, dispatch service, or taxicab permit no later than the tenth (10th) of each month.

B. Two hundred fifty dollars (\$250) shall be paid to the transportation inspector for the initial issuances and each two- (2-) year renewal of a chauffeur's license no more than three (3) months prior to expiration date, not after one (1) month prior to expiration date.

C. Two hundred fifty dollars (\$250) shall be paid to the transportation inspector for the initial issuances and each two- (2-) year renewal of a vehicle permit no more than three (3) months prior to expiration date, not after one (1) month prior to expiration date.

D. One hundred dollars (\$100) shall be paid to the city finance department for each appeal from a decision of the transportation inspector to the commission under Chapters 5.20 through 5.50 BMC. Such fee shall be refunded if the decision is subsequently reversed. The ex officio member of the public safety and transportation commission must notify all commission members when an appeal is filed. The fee shall be forfeited if the party making the appeal fails to show for the appeal hearing.

E. Eighty-five dollars (\$85) shall be paid to the transportation inspector each time that a taxicab permittee applies to substitute a vehicle that operates under a permit.

F. One hundred twenty-five dollars (\$125) shall be paid to the transportation inspector for an application to transfer an interest in a taxicab permit or a dispatch service permit in accordance with the provisions of Chapters 5.20 through 5.50 BMC.

G. There shall be a one hundred dollar (\$100) surcharge for late payment of fees provided for in subsections A, B, and C of this section.

H. Twenty-five dollars (\$25) shall be paid to the transportation inspector for administration of the examination required in BMC 5.40.020(C), except that this

Introduced by: Public Safety and
Transportation Commission
Introduction Date: February 13, 2018
Public Hearing: February, 27 2018
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Vote:

payment shall not be required the first (1st) time that an applicant for a chauffeur's license takes the examination.

I. Fifteen dollars (\$15) shall be charged for chauffeur and vehicle renewal applications which are mailed in.

J. Thirty-five dollars (\$35) shall be charged for chauffeur drug testing.

SECTION 3. Effective date. This ordinance shall become effective ninety (90) days after passage by the Bethel City Council.

ENACTED THIS ___ DAY OF FEBRUARY 2018, BY A VOTE OF _ IN FAVOR AND ___ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

General Taxi Expenses

	2007	2012	2017	% Change	Source
Insurance	\$4,857	\$5,509	\$6,602	27.5	Malone Insurance
Mechanic Hr/\$	\$90	\$110	\$130	31	Lumi's Auto/Nicholsons Auto
1 Quart Oil 5w-30	\$5	\$6	\$8	37.5	NAPA
Shipping Vehicle	\$2,208	\$2,577	\$2,963	25.5	Northland Services
Shipping Lbs/\$	\$0.52	\$0.75	\$0.77	32.5	NAC/Evertts/RYAN
Fuel	\$4.59	\$6.29	\$4.69	2.2	Crowley
\$5 Inflation	5.00	5.52	5.94		

Noteworthy:

Since 2007 Northland services has delivered over 2500 vehicles to the Bethel Dock.
 The city transit system was introduced in 2012
 Security cameras have been added as required equipment

Current Rates as of 2/15/2018

	Maximum Rate	Senior Citizen
Cab Fares (within the City (including Bethel Heights)	\$5.00	\$4.00
To Hospital	\$5.00	\$4.00
Tailer Court, Hangar Lake, Power Plant	\$5.00	\$4.00
To and From Airport, To and From all Locations Except Kasayuli	\$7.00	\$6.00
To BIA and Tundra Ridge	\$7.00	\$6.00
To and From Kasayuli	\$10.00	\$10.00
To and From Haroldson	\$7.00	\$7.00
Half Hour Charter	\$30.00	\$25.00
Airport to Airport	\$4.00	\$4.00
Enroute Stops	\$1.00*	\$1.00*

* \$1.00 per stop, plus \$1.00 per minute after 3 minutes

Proposed Rates by the Commision

	Maximum Rate	Senior Citizen
Cab Fares (within the City (including Bethel Heights)	\$5.00	\$4.00
To Hospital	\$5.00	\$4.00
Tailer Court, Hangar Lake, Power Plant	\$5.00	\$4.00
To and From Airport, To and From all Locations Except Kasayuli	\$8.00	\$7.00
To BIA and Tundra Ridge	\$8.00	\$7.00
To and From Kasayuli	\$12.00	\$11.00
To and From Haroldson	\$8.00	\$7.00
Half Hour Charter	\$35.00	\$35.00
Airport to Airport	\$5.00	\$4.00
Enroute Stops	\$1.00*	\$1.00*

* \$1.00 per stop, plus \$1.00 per minute after 3 minutes

All Proposed changes from "Current" graph to "Proposed" graph highlighted in red

Ordinance #18-04

AN ORDINANCE AMENDING SECTION 4.16.160(P) OF THE BETHEL MUNICIPAL CODE, SALES TAX EXEMPTIONS FOR REAL ESTATE PURCHASES

WHEREAS on September 12, 2017, the City of Bethel passed a new and revised Sales Tax Ordinance;

WHEREAS while working on the new Sales Tax Code a number of revisions had been made and considered;

WHEREAS the process took nearly two (2) years from start to finish and as a result there were a significant number of drafts;

WHEREAS the final version that came before the City Council contained an error;

WHEREAS the error was that an old and rejected version of the Real Estate exemption (Section P) was inadvertently put in as opposed to the actual approved and recommended language;

WHEREAS that error was recently noticed and needs to be corrected;

NOW, BE IT ORDAINED, the City Council amends the Bethel Municipal Code, Section 4.16.160(P), Real Estate Sales.

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code Chapter 04.16 Sales and Use Tax, is amended as follows (old language is stricken, new language is underlined):

4.16.160 Tax Exemptions

The following sales and services are exempt from the tax levied under this chapter only in accordance with the limitations provided for in this section:

- A. Admissions: Sales of admission to school entertainments, school athletic events, and events conducted for the benefit of charitable or community organizations. This exemption does not apply to sales of gaming property.
- B. ATVs/Boats: That portion of the selling price of an all-terrain vehicle (ATV), snow machine, boat, or boat motor in excess of Three Thousand Five Hundred (\$3,500) Dollars is exempt regardless of whether or not such items are purchased simultaneously, or are invoiced or otherwise billed on the same billing document.
- C. Banking: The following fees, sales and services charged by banks, savings and loan associations, credit unions and investment banks:

Introduced by: Council Member Albertson
Introduction Date February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

1. Fees for the sale, exchange or transfer of currency, stocks, bonds and other securities
 2. Loans: The principal amount of the loan, the interest charged for loaning of money, escrow collection services, and any fees associated with the loaning of money are exempt.
 3. Services associated with the sale, exchange or transfer of currency, stocks, bonds and other securities;
 4. Pass-through charges on loan transactions which include sales tax;
 5. Sale of insurance policies, bonds of guaranty and fidelity (AS 21.09.210).
- D. Casual and isolated sales, services or rentals: Proceeds from casual, occasional or isolated sales which are easily identified as the sale of personal goods or property at such private functions as moving, garage, yard, food and bake sales, sale of private vehicles when the seller is not a dealer in used vehicles, or services such as babysitting or house-sitting provided the seller does not regularly engage in the business of selling such goods or services or rentals but only if:
1. The sales of goods and services do not occur for more than five (5) days in a calendar year, and are not made through a dealer, broker, agent or consignee; or
 2. The rental of personal tangible property that does not exceed sixty (60) days in a calendar year, whether or not consecutive. The rental of real estate is not exempt.
 3. Sales or rentals made pursuant to a business license or by sellers representing themselves to be in the business of making sure sales, rentals or services are not exempt.
- E. Cemetery Plots: The sale of cemetery/burial plots is exempt.
- F. Commerce: Freight and wharfage charges, whether arising out of foreign, interstate or intrastate commerce are exempt. Warehouse and storage services are not exempt. Transportation of goods, equipment, or other property from one point to another within the City limits by commercial movers is not exempt.
- G. Compliance with Laws:
1. Gross receipts or proceeds derived from sales or services which the City is prohibited from taxing under the laws of the state or under the laws and the Constitution of the United States, including, but not limited to:
 - a. Sales by the U.S. Postal Service;
 - b. Purchases made under the authority of or made with any type of certificate issued pursuant to 42 U.S.C. Sections 1771-1789 (Child Nutrition Act of 1966);
 - c. Interstate Sales;
 - d. Air transportation including that portion of any chartered fishing or hunting expedition which covers the cost of air transportation;
 - e. Gross receipts or proceeds derived from sales to the United States Government, the state, a city or any political department thereof. However, the exemption shall not apply to the sale of materials and supplies to

- contractors for the manufacture or production of property or rendering services for sale to such government units or agencies on a contract bid award, in which event the contractor shall be deemed the buyer, subject to the payment of the tax;
2. A sale or rental to an employee of the state, its political subdivisions, or the federal government is only exempt when the government employee provides proof that the sale is for government business by paying for the sale with a government voucher, purchase order, check, credit card, or warrant, or providing other verifiable documentation to the seller to allow the seller to readily determine that the sale is for government business;
 3. A sale or rental to a federally recognized tribe when the Tribal employee provides proof that the sale is for tribal government business by paying for the sale with a tribal voucher, purchase order, check, credit card, or warrant, or providing other verifiable documentation to the seller to allow the seller to readily determine that the sale is for tribal government business;
- H. Credit Unions: Sales to or by federally chartered credit unions or credit unions organized under AS 06.45;
- I. Dues: Dues or fees paid to clubs, labor unions and other organizations solely for the privilege of membership;
- J. Freight and Wharfage: Freight and wharfage charges, whether arising out of foreign, interstate or intrastate commerce, are exempt. Warehouse, storage services, and delivery services that begin and end within the City of Bethel are taxable, unless such delivery services are included in a through bill of lading in conjunction with interstate commerce.
- K. Maximum Tax: That portion of the selling price for a single piece of equipment or tangible personal property by an individual unit price in excess of Ten Thousand (\$10,000) Dollars is exempt. A single sales unit is any retail merchandise sale where the selling price is totaled on one invoice or on any sales slip, although this exemption does not apply if any portion of the invoice or sales slip refers to more than one calendar day.
- L. Medical Services:
1. Services of a person licensed or certified by the State of Alaska as a doctor of medicine and surgery, a doctor of osteopath and surgery, a chiropractor, a dentist, an optometrist, an audiologist, a hospital, an occupational therapist, a physical therapist or a licensed or practical nurse; provided, that the service is within the scope of the state license or certificate;
 2. Services of a person licensed or certified by the State of Alaska as a psychologist or psychological associate, a clinical social worker, an alcohol or drug counselor, a marital and family therapist or a licensed professional counselor; provided, that the service is within the scope of the state license or certificate;
 3. Fees for supplies, equipment and services provided by a hospital, medical clinic or dental clinic for patient treatment, including laboratory and x-ray services;
 4. Assisted living services provided in accordance with an assisted living plan and in an assisted living home licensed as such by the State;

5. Gross receipts or proceeds of the retail sale of prescription drugs;
 6. Services rendered by masseurs, even those working for a hospital, chiropractor or other medical provider, are not exempt.
- M. Newspapers: Sales of newspapers are exempt.
- N. Non-Profits: A sale of goods or services to any entity that, at the time of the sale, is: (1) legally constituted and legitimately acting in accordance with a duly authorized federal tax exempt status pursuant to IRS Regulations, Section 501(c)(3)(4) or (19); (2) provided any income from the exempt sale is exempt from federal taxation and (3) provided the non-profit produces a sales tax exemption card.
- Exceptions: Activities provided by the entity where such organization is engaged in business for profit or is competing with other persons engaged in the same manner or in a similar business is not exempt.
- O. Public Assistance: Purchases made with food coupons, food stamps, or other type of certificate issued under 7 USC Sections 2011 – 2025 (Food Stamp Act) or other certificates issued under 42 U.S.C 1786 (Special Supplemental Food Program for Women, Infants and Children).
- P. Real Estate Sales: ~~Only the first twenty (20) percent of the sale price of real property is subject to city sales tax*.~~

Example: Home selling for \$275,000

$$\begin{aligned} \$275,000 \times 20\% &= \$55,000 \text{ (first 20\% of the sale price)} \end{aligned}$$

$$\begin{aligned} \$55,000 \times 6\% &= \$3,300 \text{ sales tax due to city} \\ &\text{(sales tax)} \end{aligned}$$

- Home selling for \$450,000

$$\begin{aligned} \$450,000 \times 20\% &= \$90,000 \text{ (first 20\% of the sale price)} \end{aligned}$$

$$\begin{aligned} \$90,000 \times 6\% &= \$5,400 \text{ sales tax due to city} \end{aligned}$$

That portion of the selling price of real property in excess of twenty (20%) percent of the first Two Hundred Seventy-Five Thousand Dollars (\$275,000) of the selling price is exempt.*

Example: Home selling for \$150,000
\$150,000 x 20% = \$30,000
\$30,000 x 6% sales tax = \$1,800 Sales Tax due to City

Home selling for \$275,000
\$275,000 x 20% = \$55,000 (first 20% of the sale price)

Introduced by: Council Member Albertson
Introduction Date February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

\$55,000 x 6% (Sales Tax) = \$3,300 Sales Tax due to City

Home selling for \$450,000

\$275,000 (maximum amount taxable) x 20% = \$55,000

\$55,000 x 6% sales tax = \$3,300 Sales Tax due to City

*This exemption does not apply to rentals of real property. This exemption applies to all sales of real property, including casual and isolated sales

- Q. Recreational Vehicles: That portion of the selling price of an all-terrain vehicle (ATV), snow machine, boat, or boat motor in excess of three thousand five hundred dollars (\$3,500) is exempt regardless of whether or not such items are purchased simultaneously, or are invoiced or otherwise billed on the same billing document.
- R. Rental Units: Costs incurred by owners/landlords for rental units, such as included utilities, fuel, or any other expenses, are not exempt.
- S. Retail Sales of Foods: Are exempt in the following circumstances:
1. When served in cafeterias or lunchrooms of elementary, secondary, post-secondary schools, colleges or universities which are operated primarily for students and staff, and are not operated for the public or for profit;
 2. When served to clients and staff, and not to the public or for profit, as part of services provided by a nonprofit hospital or other nonprofit government organization licensed by the State of Alaska for the care of humans;
 3. Meals delivered by a nonprofit organization to handicapped or senior citizens at their place of residence or meals served on the premises of a nonprofit to senior citizens or the homeless or disadvantaged provided that the sale price of such meals does not exceed the cost of delivery or service of such meals;
- T. Sales to Retailers: Are exempt only if the buyer presents to the seller a valid exemption card, issued by the City pursuant to this section, and
1. The sale of goods, wares or merchandise to a retail dealer, manufacturer or contractor is for resale within the City as is or incorporated into a product or commodity to be sold by the dealer, manufacturer or contractor within the City, if the subsequent sale is subject to the City sales tax; and
 2. The product is an item sold as part of the reseller's primary business and must be of such nature that it can be purchased by the general public in a transaction that is not dependent upon the purchase of another product or service.
 3. The exemption card must be for the class of activities involving the resale of the type of goods for which the exemption is sought.
 4. Food products that are purchased for resale must be purchased and sold as is or prepared in a commercial kitchen. If a purchaser buys goods for resale in accordance with this subsection and for personal or other use at the same time, only the goods that are to be sold for resale in accordance with this subsection shall be exempt.

5. Supplies, services, tools, repair services, equipment or any other goods or services purchased to support a business but not for resale in accordance with this subsection are not exempt.

U. School:

1. Fees and charges for extracurricular activities or events promoted or undertaken by educational or student organizations;
2. Sales by any student organization, parent/teacher organization or booster club recognized by the school or educational organization in which it operates, which proceeds are utilized to further the purposes for which the organization was formed;
3. Sales and services by schools or other educational organizations made in the course of their regular functions and activities, which proceeds are utilized to further the purposes for which such organization was formed;
4. Sales of food and beverages at educational lunchrooms which are operated primarily for staff and/or students, and which are not operated for the purpose of sale to the general public for profit;
5. The service of transporting students to and from a schools in vehicles when in the regular course of that business.

V. Securities: The sale of insurance and bonds of guaranty and fidelity, and the commission thereon (AS 21.09.210(f), 21.79.130, 21.80.130);

W. Senior Citizen Exemptions: The following are exempt only if the buyer, or their designee, present a valid senior citizen exemption certificate and the product or service is intended primarily for the senior citizen holding the exemption card:

1. The sale to a senior citizen of food intended for consumption by the senior citizen, his or her spouse or same sex partner living in the same household, or the un-emancipated minor children of either the senior citizen or his or her spouse or same sex partner, who live in the same household. For purposes of this subsection, "food" is defined in accordance with 7 USC Section 2012(g) (definition of "food" for purposes of the Food Stamp Act);
2. The payment of rent by a senior citizen on a single dwelling occupied as the senior citizen's primary residence and permanent place of abode.
3. Payment for telephone, electric, water and sewer utility services by a senior citizen on a single dwelling occupied as the senior citizen's primary residence and permanent place of abode.
4. The payment for heating fuel used by a senior citizen for a single dwelling occupied as the senior citizen's primary residence and permanent place of abode.
5. The sale of alcohol, tobacco, bingo cards, raffle tickets, pull-tabs, other games of chance and/or marijuana to a senior citizen is not exempt.

X. Services. That portion of the selling price of a single service that exceeds \$12,000. This amount will be adjusted in 2019 and every two (2) calendar years thereafter consistent with the Consumer Price Index for all urban consumers for Anchorage metropolitan area compiled by the United States Department of Labor, Bureau of Labor Statistics. Adjustments to the amount listed will be rounded to the nearest \$100. For the purposes of this subsection, a single service is interrelated and

interdependent function necessary to perform a specified action. For the purposes of this subsection, a single service is an interrelated and interdependent function necessary to perform a specified action. If a single service is performed over a period exceeding one month, the selling price must be apportioned to a monthly or invoice basis, whichever is more frequent, proportionate to the service performed, except for:

- a) a commission paid to an agent for negotiating the sale of real property (the commission is taxed at the first \$12,000 of the sale regardless of the length of time the agent has in selling the property); or
- b) a written contingency fee agreement award or settlement (to be collected on the first \$12,000 of the fee award regardless of the length of time taken to resolve the case).

Y. Transportation:

1. The following types of transportation services are exempt:
 - a. The sale of services for transporting passengers by river taxi, taxicab, bus, commercial airline, air charter, air taxi, hover craft; or
 - b. The sale of passenger seat tickets by a commercial airline is exempt; or
 - c. The service of transporting disabled or handicapped individuals when in the regular course of that business.
2. The following are not exempt:
 - a. The lease of vehicle for hire permits are not exempt;
 - b. The portions of a sale of flight seeing or air/water/shore excursion travel or adventure services which are not charges for transportation of persons on a federal airway;
 - c. The lease or rental of vehicles is not exempt.

Z. Utilities: Payment for City water, sewer and refuse utility services by any and all persons or entities.

AA. Wholesale: Proceeds from products sold as wholesale sales to businesses designated by the State of Alaska as wholesalers. These include sales of goods, wares or merchandise to a retail dealer, manufacturer or contractor for resale within the City as is or incorporated into a product or commodity to be sold by the dealer, manufacturer or contractor within the City, if the subsequent sale is subject to the City sales tax. In this connection a retailer must stock that merchandise for resale, display the same to the public and hold himself out as regularly engaged in the business of selling such products.

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

Introduced by: Council Member Albertson
Introduction Date February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

**ENACTED THIS _____ DAY OF MARCH 2018, BY A VOTE OF ____ IN FAVOR
AND _ OPPOSED.**

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #18-05

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF PROPERTY PURSUANT TO
BMC 4.08.030(B) LEASE AGREEMENT BETWEEN THE CITY OF BETHEL AS
LANDLORD AND THE ALASKA COURT SYSTEM TENANT OF 17,045 SQUARE
FEET OF OFFICE SPACE WITHIN THE NORA GUINN JUSTICE CENTER, COURT
HOUSE LOCATED AT 204 CHIEF EDDIE HOFFMAN HIGHWAY**

WHEREAS, The City of Bethel is owner of property known as the Nora Guinn Justice Center or Court House Building, located at 204 Chief Eddie Hoffman Highway, legally described as Lot 1A, Courthouse Subdivision, ADD #1 Plat 2006-25 and a 29,417 sq. ft. portion of Lot 2;

WHEREAS, the Bethel Municipal Code allows for the disposal of an interest in property through a lease agreement to a state entity providing a necessary public service without seeking bids;

WHEREAS, the Alaska Court System currently occupies 17,045 square feet of courtroom and office space at the Nora Guinn Justice Center under a lease agreement which expired in 2017 but has been holdover while both agencies negotiate a new lease;

WHEREAS, the City of Bethel and the Alaska Court System seek to enter into a lease with an expiration date of December 31, 2019 with one possible extension if agreed upon by both parties to March 31, 2020;

WHEREAS, the lease renewal will provide continuity for the Court, better income and planning for the City, and time for the City to prepare a response to the Court's pending Request for Proposal for lease space;

NOW, BE IT FURTHER ORDAINED, the City Council authorizes the disposal of the above property via a two (2) year lease and authorizes the City Manager to negotiate and execute an appropriate lease documents.

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

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

Introduced by: City Manager Williams
Introduction Date: February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

ALASKA COURT SYSTEM (ACS) LEASE CONTRACT COVER

City of Bethel (Landlord) and the **Alaska Court System** (Tenant) agree to enter into this lease on the 1st of March, 2018 under the terms and conditions set out below:

1. PROPERTY ADDRESS: 204 Chief Eddie Hoffman Hwy, Bethel, AK. 99559
As described on Section F - Building Questionnaire
2. LEASED PREMISES: Multi- Floor
As Shown on Section H – As-Built (or proposed) Floor Plans
3. LEGAL DESCRIPTION OF PROPERTY: **Lot 1A, Courthouse Subdivision, ADD #1 Plat
2006-25 and a
29,417 sq. ft. portion of Lot 2.**
4. TERM: Two (2) Years
As defined by Section B - Supplementary Lease Conditions
5. COMMENCEMENT DATE: January 1, 2018
As defined by Section B - Supplementary Lease Conditions
6. EXPIRATION DATE: December 31, 2019
As defined by Section B - Supplementary Lease Conditions
7. RENEWAL OPTION(S): One (1) Option of Three (3) Months (through
March 31, 2020)
As defined by Section B – Supplementary Lease Conditions
8. BASE MONTHLY LEASE RATE: **\$51,135.00 (Fifty-one Thousand One Hundred
and Thirty
Five Dollars)**
Is stipulated in Lease For Courtroom and Office Space
9. USABLE SQUARE FEET: **Seventeen Thousand Forty-Five Square Feet
(17,045 SF)**
As defined by Section C – General Lease Requirements and described by Section D - Supplementary Lease Requirements
10. LANDLORD NAME & MAILING ADDRESS: City of Bethel, P.O. Box 1388, Bethel, AK. 99559
11. LANDLORD OTHER PERTINENT INFORMATION: Taxpayer ID #: 92-6001644; Bus. Lic. N/A
Contact Name: Peter A. Williams
Contact Title: City Manager
Phone: (907) 543-1373
Fax: (907) 543-1394
E-mail: PWilliams@cityofbethel.net
13. TENANT NAME & MAILING ADDRESS: Alaska Court System
820 W. 4th Ave.
Anchorage, AK 99501
Attn: Facilities Dept.

ALASKA COURT SYSTEM (ACS) LEASE CONTRACT COVER

14. SECTIONS: The following Sections are incorporated with the above terms and conditions to constitute the entire master lease. Additionally, these sections will govern over the terms listed in this document.

- A. General Lease Conditions
- B. Lease Space Floor Plans

Landlord: CITY OF BETHEL
SYSTEM

Tenant: ALASKA COURT

BY: _____

BY: _____

PRINTED NAME: PETER A. WILLIAMS

PRINTED NAME: JACK BAILEY

TITLE: CITY MANAGER

TITLE: FACILITIES MANAGER

DATE: _____

DATE: _____

**ALASKA COURT SYSTEM (ACS)
LEASE CONTRACT COVER**

ACKNOWLEDGEMENT BY LANDLORD: CITY OF BETHEL
MUST BE COMPLETED AND NOTARIZED

For a corporation:

State of Alaska
Fourth Judicial District

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____ Peter A. Williams (name of officer or agent, title of officer or agent) of The City of Bethel (name of corporation acknowledging) a municipal corporation (state or place of incorporation) corporation, on behalf of the corporation.

Signature of Person Taking Acknowledgment _____
Title or Rank _____
Serial Number, if any _____

ACKNOWLEDGEMENT BY TENANT: ALASKA COURT SYSTEM, STATE OF ALASKA

State of Alaska
Third Judicial District

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Jack Bailey, Facilities Manager, on behalf of the Alaska Court System.

Signature of Person Taking Acknowledgment _____
Title or Rank _____
Serial Number, if any _____

ALASKA COURT SYSTEM
LEASE AGREEMENT FOR
COURTROOM AND OFFICE SPACE

The City of Bethel, a municipal corporation, (Landlord) and the Alaska Court System (Tenant) agree to enter into a lease under the terms set out below. Amendments to this lease must be in writing and be signed by both parties.

This lease is comprised of this lease document, the General Conditions shown as Attachment A; and Lease Space Floor Plans shown as Attachment B.

SECTION ONE: Description of Premises: Term

The Landlord leases to the Tenant approximately 17,045 net useable square feet of office and courtroom space located at 1A, Courthouse Subdivision, ADD #1 Plat 2006-25 and a 29,417 sq. ft. portion of Lot 2.

The term of this lease is for a period of two (2) years; beginning on January 1, 2018, and ending on December 31, 2019 with option for One (1) extension of three (3) months (through March 31, 2020).

SECTION TWO: Rent Rate

During the initial term of this lease the Tenant will pay the Landlord the following: Fifty-One Thousand, One Hundred Thirty-Five (\$51,135.00) Dollars per month.

The monthly rent will be payable on the first day of every month or in advance at the option of the Tenant. Rent is payable at the office of the Landlord whose address is, P.O. Box 1388, Bethel, AK. 99559.

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 or of any extension or renewal 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.

SECTION THREE: Renewal

The Tenant shall have the option to renew the lease for One (1) additional period of three (3) months (through March 31, 2020) by giving the Landlord notice in writing not less than one hundred and eighty (180) days prior to the expiration of the Lease (no later than July 1, 2019).

The monthly rental rate shall remain firm through the term of the lease, including any renewal.

The Landlord will make every effort to notify Tenant of any current or known upcoming vacancies in the Leased Premises.

All other provisions of this lease will apply to any extensions of the lease term or increased space unless modified by mutual consent.

SECTION FOUR: Parking

The Landlord will provide thirty (30) non-designated, non-reserved parking spaces located in between the West Rear Parking Lot and the front of the building. Reserved off-street parking for one (1) prisoner transport vehicle shall be located at the North Prisoner Entry adjacent to Stair 1, to allow direct access to Door 128A. This parking will be signed as reserved parking for Staff and Troopers only. Any remaining parking spaces at the building's Front Public Entry Parking Lot and at the West Rear Parking Lot will be available for public parking. Tenant will post signs warning visitors that those parking in designated City parking or on the public streets may be towed at their own expense.

SECTION FIVE: Confidentiality

- A. Much of the business of the court system is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business is essential to the court's function. Records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential.
- B. Prior to commencing any work under this contract the landlord shall inform all employees and any contractors working on the premises, or who may have access to the premises, that the disclosure of any confidential court business observed or overheard may result in permanent removal from the premises.

SECTION SIX: Premises Fit for Occupancy

The parties agree that the facilities provided in this lease are fit for occupancy and that they comply with all applicable laws. The Landlord agrees to pay the cost of any building alterations or improvements needed to make the premises comply with all mandatory requirements of law, ordinance, or regulation of any governmental authority, unless noncompliance is a result of the Tenant's occupancy. If the Landlord does not correct the violation in the time prescribed by law, the Tenant may, after providing at least sixty (60) days prior written notice to the Landlord, correct the violation and deduct the cost of labor and materials from the rent.

If all or part of the premises are deemed unfit for occupancy by public authority, or are made unfit for occupancy by fire, the elements, or any other casualty, the Tenant may reduce the rent for the portion of the premises which is unfit until the premises are restored to their former condition by the Landlord. If Tenant determines that all or a substantial part of the premises are unfit for occupancy, Tenant may move from the premises, terminate the lease by written notice to Landlord, and recover from Landlord the costs of relocation.

If the Tenant determines that its use of the premises is threatened by the interruption or severance of utilities or other services required to be provided by Landlord, the Tenant may contract for the utilities and services in the name of the Tenant, and may deduct from the rent the costs of such utilities, services and related deposits.

SECTION SEVEN: Tenant's Use of the Premises

Tenant will not alter or add to the premises without the written consent of the Landlord. Consent will not be withheld unreasonably.

Tenant will observe all applicable laws and reasonable written regulations that the Landlord establishes for the general convenience, comfort and welfare of persons using the building. Tenant will have access to the leased space 24 hours daily, 7 days a week throughout the year.

SECTION EIGHT: Accessibility

The Landlord certifies that upon the last major construction and remodel, the offered space met applicable American with Disabilities Provisions. Landlord agrees that should it undertake any new construction or remodel that triggers the ADA, Landlord's work will be to such degree that it will comply fully with the ADA.

SECTION NINE: Repairs and Renovation

Landlord is solely responsible for all reasonable maintenance and repair of the premises except for damages arising from the negligent or otherwise actionable conduct of Tenant.

Landlord will maintain the leased premises free of any mechanical, structural, electrical or fire hazards; in compliance with all applicable local and state codes; and in a good state of general repair and maintenance suitable for the tenant's use.

Landlord may enter the premises at all reasonable times to examine the condition of the premises. Landlord will notify the Tenant if it will be making repairs, and will schedule work as described in Section A General Lease Conditions.

If Landlord does not complete necessary repairs within a reasonable timeframe, Tenant may, after providing Landlord with thirty (30) days written notice, hire competent workers to make the repairs at the Landlord's expense. In such situation, bills will be sent directly to the Landlord for payment. Should there be any delay in payment by the Landlord, the Tenant may pay the bills and deduct the cost from the rent.

The Landlord will perform general touch-up painting as needed during the Lease Term. Reference Section A – General Lease Conditions for additional requirements.

SECTION TEN: Maintenance Outside the Lease Premises

Landlord will keep outside steps, parking and storage areas in a clean and safe condition year round as provided in the General Lease Conditions.

SECTION ELEVEN: Janitorial Requirements

Landlord will furnish and pay for janitorial services and supplies. Janitorial Requirements are set forth in Attachment "A" General Lease Conditions.

SECTION TWELVE: Fixtures

All fixtures and equipment that the Tenant has installed in the premises are its property and shall be removed at the end of this lease or any renewal. Tenant will repair any damage to the premises from such removal. Any fixtures and equipment not removed at the end of the Tenancy, will incur a daily storage fee and may be removed from the Premises by Landlord at Tenant's sole risk and expense.

SECTION THIRTEEN: Indemnity

To the extent permitted by Law and subject to legislative appropriation, if necessary, the Tenant shall defend and indemnify the Landlord and save it harmless from and against any and all actions, claims, losses and expenses, including reasonable attorneys' fees, for injury to or death of any person or persons and the loss of or damage to the property of any person or persons in connection with and resulting, either directly or indirectly, from any act or omission of the Tenant, its invitees, agents, contractors, employees, servants, lessees, or concessionaires. Likewise, to the extent permitted by law and subject to City Council appropriation, to which there is currently none, the Landlord shall defend and indemnify the Tenant and save it harmless from and against any and all actions, claims, losses and expenses, including reasonable attorneys' fees, for injury to or death of any person or persons and the loss of or damage to the property of any person or persons in connection with and resulting, either directly or indirectly, from any negligent act or omission of the Landlord, its agents, employees, servants, and assignees.

SECTION FOURTEEN: Default

If the Tenant does not pay the rent, or fails to perform any of the terms of this Lease, and does not remedy the default within sixty (60) days after written notice from the Landlord, the Landlord may repossess the leased space, terminate the lease and recover from the Tenant all rent due. In case of any default by the Tenant and repossession by the Landlord, the Landlord must attempt to relet the premises for the remainder of the term for the highest rent obtainable, and may recover from the Tenant the difference between the amount obtained and the rent amount under this lease.

SECTION FIFTEEN: Termination

Because the payment of rent by the Tenant is subject to appropriation by the legislature of the State of Alaska, the Lease may be terminated upon 120 days' written notice to the Landlord if the legislature enacts an appropriations bill that reduces the operating budget of the Tenant below its adjusted base for the immediately preceding fiscal year. The Supreme Court must authorize lease termination and may do so only after declaring a budget emergency.

The Tenant will leave the premises at the end of this Lease or any renewal or extension in as good a condition as received, excepting reasonable wear and tear, loss or damage caused by fire, explosion, earthquake, or act of God.

SECTION SIXTEEN: Assignment; Sale

Neither party will assign this Lease, nor sublet all or part of the premises, without the written consent of the other party. Consent shall not be unreasonably withheld.

If the leased property is sold during the term or extension of the lease, the sale will be made subject to the lease. This also applies to any sale as a result of any encumbrance on the property that existed prior to the execution of this lease.

This lease is binding upon the successors and assigns of the parties.

SECTION SEVENTEEN: Eminent Domain

If the premises are taken for any public or quasi-public use under any statute, or by right of eminent domain, or private purchase by a public body vested with the power of eminent domain, this Lease will terminate and the rent shall be adjusted as of the time of termination so that the Tenant will pay rent up to the time of taking only.

If the taking reduces the area of the premises by at least twenty percent (20%) or materially affects the uses being made by the Tenant of the premises, the Tenant may terminate the Lease after written notice to the Landlord within ninety (90) days after the taking.

Landlord shall be entitled to any condemnation award for the value of the facility and Tenant shall be entitled to any condemnation award for the value of the leasehold.

SECTION EIGHTEEN: Notices

All notices between the parties during the lease term shall be sent to the Landlord at:

City of Bethel
Attn: City Manager
P.O. Box 1388
Bethel, AK 99559-1388

with a copy to

City of Bethel
Attn: Legal Department
P.O. Box 1388
Bethel, AK 99559-1388

and to the Tenant

c/o the Facilities Manager
for the Alaska Court System
820 West Fourth Avenue
Anchorage, Alaska 99501

SECTION NINETEEN: Utilities

The Landlord will furnish and pay for all utilities as provided in the Attachment "A" General Lease Conditions.

SECTION TWENTY: Alaska Little Davis Bacon Provisions

If Lessor contemplates any construction or remodeling of the Leased Premises, the construction or remodeling is subject to the Alaska Little Davis-Bacon Act, AS 36.05.010 – 36.05.120.

LANDLORD: City of Bethel

TENANT: Alaska Court System

BY: _____
PETER A. WILLIAMS
CITY MANAGER

BY: _____

DATE: _____

TITLE: _____
DATE: _____

ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

LEASE CONTRACT

Procurement per ACS Procurement Guidelines

INDEX:

1. General Conditions Govern
2. Definitions
3. Landlord's Responsibilities
4. Tenants' Rights and Responsibilities
5. Other Terms and Conditions

1 GENERAL CONDITIONS shall govern unless expressly modified by a Supplementary Conditions section.

2 DEFINITIONS:

A ACS – The Alaska Court System. References to Tenant mean “ACS”.

B Landlord – The City of Bethel. References to Landlord mean “City”.

C Property – The land, building and all site furnishings, parking areas, and utility services located at the legal address which contains the Premises offered by the Landlord for lease.

D Premises – The area offered by the Landlord for lease within a building on the Property, including useable space, circulation, dedicated parking areas and other space external to the leased space provided as necessary for the full utilization of the leased space. References to Leased Space mean “Premises”.

3 LANDLORD'S RESPONSIBILITIES:

A Building Alterations Required by Law: The Premises must be safe for occupancy and must comply with all applicable local, state and federal laws. The Landlord agrees to pay the cost of any alteration or improvements needed for the Premises to comply with all mandatory requirements of present laws, ordinances, orders or regulations of any governmental authority, unless non-compliance is a result of the ACS's actions. Noncompliance with applicable laws shall be an occasion for Maintenance and Repair under Paragraph D, below.

B Fire Prevention: The Landlord will maintain the Premises in keeping with Title 13 of the Alaska Administrative Code, Part 2 Fire Prevention. The ACS reserves the right at reasonable times to make inspections of the Premises and notify the Landlord of unsafe conditions. If any fire hazard is detected through inspection of the Property or the Premises, the Landlord shall promptly correct it in compliance with Paragraph G, below.

C Accident Hazard: The Landlord will maintain the Premises free of health, structural, electrical, mechanical or fire hazards; in compliance with all applicable local, state and federal codes. If any accident hazard pertaining to the structure or building operating equipment is detected through inspections of the Property or the Premises, the Landlord shall promptly correct the hazard in compliance with Paragraph G, below.

D Maintenance and Repair: The Landlord shall retain sole responsibility for the maintenance and repair of the Premises and Property, except for such maintenance and repair as may be required because of damage beyond ordinary wear and tear that results from the negligence or other fault of the ACS or its employees. This responsibility encompasses keeping the Premises and Property in a good state of general repair and tenantable condition. The term "repair" includes repairs of any type, including, but not limited to, exterior and interior, structural and nonstructural, routine or periodic.

ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

LEASE CONTRACT

Procurement per ACS Procurement Guidelines

Landlord will coordinate all non-emergency repairs with local ACS staff in order to avoid disruption of the ACS activities. As much as reasonably possible, Landlord will schedule work before 8:00 a.m. or after 5:00 p.m., Monday through Friday. In any case, whenever the work is to occur during the customary business hours of Monday through Friday, between 8:00am and 5:00pm, the Landlord will contact the local ACS designee in advance of the work and will coordinate the non-emergency repairs in order to avoid disruption of ACS services.

E Janitorial Requirements: Landlord, at Landlord's expense, shall furnish janitorial services, inclusive of all supplies and equipment necessary to perform the services specifically outlined herein.

- 1) **Services:** Landlord will furnish and pay for janitorial services, as listed herein, inclusive of supplies and equipment for the Premises. Janitorial work will be scheduled to avoid interference with the ACS'S business. Landlord must instruct the janitor not to disturb material on desks, drawers or cabinets, or use telephones and computers. Equipment, furniture and wastebaskets, if removed for cleaning, must be replaced in their original locations and all electrical items must be reconnected to their outlets.
- 2) **Defective Work:** Tenant shall notify Landlord of any defect in janitor's work within two (2) hours of discovering the defect.
- 3) **Building Security:** The janitor will lock outside doors at all times except when the Property is normally open to the public. Interior building doors (within the Premises and connecting the Premises to the Property) will remain locked except while work in the immediate area is in progress. All doors will be locked when the janitor(s) leave(s) the building.
- 4) After each performance of cleaning or other services during non-regular office hours the janitor shall:
 - Turn off unnecessary lights.
 - Inspect the area for fire hazards and take appropriate corrective action.
 - Close and lock all outside doors and windows.
- 5) **Services:**
 - Empty all wastebaskets in all offices, cubicles and public areas located within all office spaces and hallways. Place new trash bags as needed.
 - Empty all shredders and replace trash bags as needed.
 - Dispose of all trash off premises;
 - Bathrooms: Mop scrub toilet room floors, clean all plumbing fixtures, disinfect urinals and toilets, damp wipe all dispensers.
 - Provide and restock adequate supplies of toilet paper, paper towels, soap and other janitorial supplies;
 - Vacuum all carpets
 - Dust all visible surfaces of furniture fixtures, and equipment except for desks;
 - Clean kitchen areas to include counters, sinks and all surfaces;
 - Maintain entry mats in a clean, dirt-free and functional condition;
 - Clean air vents and baseboard ensuring they are clear of dust, dirt and grime;
 - Maintain a limited supply of toilet paper and other essential supplies on-site in a location to be designated by the Clerk of Court

Janitor to be responsible for all supplies: paper, soap, cleaning products, etc.

- 6) **Frequency of Services:** Janitorial services will be performed twice per week. One service will be performed on Wednesdays between the hours of 5:00 pm and 7:00 am and the second service will be performed on the weekends between 5:00 pm Friday and 7:00 am on Monday.

ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

LEASE CONTRACT

Procurement per ACS Procurement Guidelines

- F Utilities & Other Services:** Landlord shall provide as part of the monthly rent the following utilities: sewage, potable water, electricity, heat, trash removal from the premises, snow removal from walkways, janitorial services and all general building services. The Tenant will provide its own telephone/data service.
- G Maintenance Outside the Lease Premises:** Landlord will maintain stairways, porches, and common hallways used for access to the Premises in a good state of repair and a clean and safe condition year round. Landlord will remove all accumulations of ice and snow from outside steps, parking lot, and sidewalks/pathways on the Property as promptly as reasonably possible. The Landlord shall provide road and parking lot maintenance to include snow removal from the parking area of the space offered to the nearest maintained roadway.
- H. Security Clearance:** In lieu of Landlord conducting security checks, Landlord will provide to the ACS a list of the names and, if available, the social security number and birth date, of all personnel to whom the Landlord gives access to the Premises, including janitorial staff, maintenance personnel, and others. The Landlord understands that the ACS will perform a limited criminal background check of the listed individuals to determine whether the person's background indicates that there is a reasonable risk or threat to the safety of the employees or building, or to the security of the building or its contents. Landlord will apprise the ACS of any new personnel who have access on an ongoing basis. All costs associated with the security check are the sole responsibility of the ACS.

Any person listed by the Landlord may have access to the Premises unless, within five days of receiving the name, ACS notifies Landlord that a listed person poses a reasonable threat or risk, based on information provided in the background check. The Landlord shall then deny access to the Premises to that person. ACS shall not unreasonably identify any listed person as a threat or risk, and may contact Landlord to further discuss any individual; ACS shall limit its determination that a person is a threat that justifies denying access to the Premises to persons with a recent and/or serious history including violence or theft.

- J Replacement of Finishes and Fixtures:** ACS accepts the Premises as they currently are. The Landlord, at Landlord's expense (including all costs to move furniture, equipment, etc.), shall replace finishes and fixtures in accordance with a mutually agreed upon schedule. All work must be scheduled with the designated local ACS representative so as to minimize and/or avoid any interference with ACS business.

- 1) Ceilings: When damage is evident
- 2) Window Coverings: When damage is evident
- 3) Fixtures: When damage is evident

K Insurance

1. **Landlord's Insurance:** Landlord shall purchase and/or maintain such insurance or self-insurance as will protect the Landlord and the ACS from claims which may arise out of or as a result of this Lease Agreement.
2. **Tenant's Insurance:** Tenant shall purchase and/or maintain such insurance or self-insurance as will protect Tenant and Landlord from claims which may arise out of or as a result of this Lease Agreement.
3. **Waiver of Subrogation.** Each party waives claims arising in any manner in its ("Injured Party's") favor and against the other party for loss or damage to Injured Party's property

ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

LEASE CONTRACT

Procurement per ACS Procurement Guidelines

located within or constituting a part or all of the Building. This waiver applies to the extent the loss or damage is covered by:

- a) *The Injured Party's insurance; or*
- b) The insurance the Injured Party is required to carry under this Section, whichever is greater. The waiver also applies to each party's directors, officers, employees, shareholders, and agents. The waiver does not apply to claims caused by a party's willful misconduct.

4. **Evidence of Insurance**. "By the Rent Commencement Date and upon request, Landlord and Tenant shall give certificates of insurance or self-insurance to each other."

4 TENANT'S RIGHTS & RESPONSIBILITIES:

A Default: If the ACS shall at any time be in default in the payment of rent, or in the performance of any of the terms of the Lease or fails to remedy such default within sixty (60) days after written notice thereof from the Landlord, the Landlord may repossess, terminate the Lease and recover from the ACS all rent due.

In case of any default by the ACS, and repossession by the Landlord, the Landlord must attempt to relet the Premises for the remainder of the term of the lease for the highest rent obtainable and may recover from the ACS any deficiency between the amount so obtained and rent specified by the Lease.

B Tenant's Rights:

1) **Quiet Enjoyment:** If the ACS shall pay the rent as provided by the Lease and shall keep, observe and perform all of the other covenants of the lease by it to be kept, performed and observed, the ACS shall and may peaceably and quietly have, hold, and enjoy the Premises for the term of such Lease.

2) **Safe For Occupancy:** If, during the term of a Lease, the ACS reasonably determines that all or part of the Premises are unsafe for occupancy because of events not in the control of the ACS, the rent for the unsafe part of the Premises shall be abated until the Premises are returned to their former condition by the Landlord. If the ACS reasonably determines that all or a substantial part of the Premises are so unfit for occupancy that it cannot conduct its business safely, the ACS may move from the Premises, terminate the Lease by written notice to Landlord, and recover from Landlord the costs of relocation.

3) **Interruption of Utilities and Services:** If the ACS reasonably determines that its use of the Premises is threatened by the interruption or severance of utilities or other services provided by the Landlord, the ACS may contract for the utilities and services in the name of the ACS, and may deduct from the rent the costs of such utilities, services and related deposits.

4) ACS will have access to the lease space 24 hours daily, 7 days a week throughout the year.

C Tenant's Responsibilities - The ACS will:

1) Pay rent at the time and place set forth in the lease to the Landlord on the first day of each month of the term of the Lease or in advance at the option of the ACS. Payment for any partial month's occupancy will be prorated, based on a thirty- (30) day month.

2) Use and occupy the Premises in a careful and appropriate manner.

3) Not use or occupy the Premises for any unlawful purposes.

ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

LEASE CONTRACT

Procurement per ACS Procurement Guidelines

- 4) Not use, occupy nor permit the Premises to be occupied or used for any purpose or business deemed hazardous.
- 5) Make no alterations or additions in or to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord shall have 30 days to respond to such request; if no response is received within that time, ACS may proceed with alterations or additions.
- 6) Permit the Landlord to enter upon the Premises at all reasonable times to examine the conditions of same, provided that the ACS may prohibit entry at such times and in such manner as the general public may be excluded, e.g., during confidential or closed court proceedings and other similar or dissimilar occasions.
- 7) Observe all applicable laws and reasonable written regulations that the Landlord establishes for the general convenience, comfort and welfare of persons using the building.
- 8) ACS shall leave the Premises at the end of this Lease in as good a condition as received, excepting reasonable wear and tear, loss or damage cause by fire, explosion, earthquake or act of God.

D Fixtures, Furniture and Equipment: All furniture, fixtures and equipment which the ACS has installed in the Premises shall remain the property of the ACS and shall be removed at the end of this Lease or any extension. ACS will repair any damage to the Premises from such removal.

5 OTHER TERMS & CONDITIONS:

A Option to Renew: The ACS may have the option to renew this lease for additional terms as defined in the Lease Agreement.

B Condition of Premises: The parties agree that the Premises provided for in this Agreement are fit for occupancy and that they will continue throughout ACS' occupancy to comply with all applicable laws.

C Assignment/Sublet: The Lease and all the covenants, provisions and conditions therein contained shall inure to the benefit of and be binding upon the successors and assigns of both parties. Assignment or Subletting of all or part of the leased Premises under this Lease by either party is not permitted without prior written consent of both parties.

D Holding Over: Any holding over past the expiration of the term, any extensions or renewals of the Lease, shall be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect. Each party will provide written notice to the other party of its intent to cancel such month-to-month extension at least thirty (30) days prior to the desired date of cancellation.

E Termination: Because the payment of rent by the ACS is subject to appropriation by the legislature of the State of Alaska, the Lease may be terminated upon 120 days written notice to the Landlord if the legislature enacts an appropriations bill which reduces the operating budget of the ACS below its adjusted base for the immediately preceding fiscal year. The Supreme Court must authorize lease termination, and may do so only after declaring a budget emergency.

F Eminent domain: If the Premises are taken for any public or quasi-public use under any statute, or by right of eminent domain, or private purchase by a public body vested with the power of

ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

LEASE CONTRACT

Procurement per ACS Procurement Guidelines

eminent domain, this Lease will terminate and the rent shall be adjusted as of the time of termination so that the ACS will pay rent up to the time of taking only. If the taking reduces the area of the Premises by at least twenty percent (20%) or materially affects the uses being made by the ACS of the Premises, the ACS may terminate the Lease after written notice to the Landlord within ninety (90) days after the taking. Landlord shall be entitled to any condemnation award for the value of the facility and ACS shall be entitled to any condemnation award for the value of the leasehold.

- G Sale or Foreclosure:** If the leased Property is sold during the term of the Lease, or any extension thereunder by virtue of a foreclosure (voluntary or involuntary sale), this sale will be made subject to the Lease. This will also apply to a sale as a result of an encumbrance on the Property that existed before the lease agreement was executed. If there is an encumbrance on the Property, a subordination agreement must be obtained by the successful bidder with a copy of the agreement supplied to the ACS.
- H Notices:** All notices between the parties during the lease term will be sent to the mailing addresses listed on the Lease Contract, unless notified in writing of address change from other party.
- I** The terms and conditions of the master Lease shall remain in full force and effect, unless amended or modified and mutually agreed to in writing. All provisions of the Lease shall apply to all extensions of term unless amended.

CITY OF BETHEL, ALASKA

Ordinance #18-06

AN ORDINANCE AMENDING CHAPTER 1 OF THE BETHEL MUNICIPAL CODE, GENERAL PROVISIONS

WHEREAS, the Bethel Municipal Code was first adopted on February 25, 1985 via Ordinance 157;

WHEREAS, Title 1 of the Code has not been re-written since 2007;

WHEREAS, since being hired with the City, the City Attorney has been tasked with updating all of the Bethel Municipal Code;

WHEREAS, as part of the update, the City Attorney has gone back to the beginning and updated sections 1.01 and 1.02 (previously adopted);

WHEREAS, this is a continuation of Title One's update;

NOW, BE IT FURTHER ORDAINED, the City Council adopts Sections 1.03, 1.04, 1.05 and 1.06 of the Bethel Municipal Code as outlined in this Ordinance;

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code Section 1.03, Form of Government and General Powers; Section 1.04 City Logo and City Seal; and Section 1.05 City Boundaries; and Section 1.06 Violations and Penalties amended as follows (old language is stricken, new language is underlined):

1.03 Form of Government and General Powers

- 1.03.010 Form of Government
- 1.03.020 Powers of the City
- 1.03.030 Residual Powers
- 1.03.040 Construction
- 1.03.050 Intergovernmental Relations
- 1.03.060 Eminent Domain
- 1.03.070 Adverse Possession
- 1.03.080 Right of Entry and Inspection
- 1.03.090 Administrative Search Warrants
- 1.03.100 Controlling Chapter

Introduced by: City Manager Williams
Introduction Date February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

1.03.010 Form of Government

A. The City of Bethel shall continue as a municipal corporation under the name “The City of Bethel, Alaska.”

B. The form of City government for the City of Bethel shall be known as the manager form of government as defined in AS 29.20.460 through 29.20.520.

C. The City is a general-law, second class City within the State’s unorganized borough.

1.03.020 Powers of the City

The City shall have all the powers, functions, rights, privileges, franchises and immunities of every name and nature whatsoever, which a general law, Second-Class City may have under the constitution and laws of the State of Alaska. The City may exercise all legislative powers not otherwise prohibited by law or by this Code.

1.03.030 Residual Powers

The enumeration or mention of particular powers by this Code shall not be deemed to be exclusive or limiting; and in addition to the powers enumerated or mentioned herein or implied hereby, the City shall have all powers which, under the State Constitution and law, it would be competent for this Code specifically to enumerate or mention.

1.03.040 Construction

The powers of the City shall be liberally construed. The specific enumeration of a particular power in this Code shall not be construed as limiting the powers of the City.

1.03.050 Intergovernmental Relations

The City may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by agreement with any one or more local governments, the State, or the United States, or any agency or instrumentality of these governments.

1.03.060 Eminent Domain

The city may exercise the powers of eminent domain and declaration of taking in the performance of an authorized power of function of the city, in accordance with AS [09.55.240](#) through [09.55.460](#); provided, that the city may exercise the powers of eminent domain or declaration of taking to acquire property only if the city will own, or if the public will have the legal right to use, the property, and the city may not exercise the powers of eminent domain or declaration of taking to provide property for private economic development. The exercise of the power of eminent domain or declaration of taking shall be by resolution of the council.

1.03.070 Adverse Possession

The City cannot be divested of title to real property by adverse possession.

1.03.080 Right of Entry and Inspection

- A. Any authorized official of the City may, upon presentation of proper credentials, enter any building, place, structure, vessel or premises within the City at all reasonable times to perform any duty or inspection necessary for enforcement of any ordinance, resolution or Code provision. Except in emergency situations, the official shall give the occupant, if such person can be located after reasonable effort, 24 hours' written notice of the official's intention to inspect. The notice given to such person shall state that the person has the right to refuse entry and that, in the event such entry is refused, inspection may only be made upon issuance of a search warrant by a court of competent jurisdiction. In the event the person refuses entry after such request has been made, or in the event that such persons cannot be located after reasonable efforts to locate the same, the official is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. If, prior to requesting consent to enter, the official seeking entry has reason to know that the occupant of the property is not the owner or manager of the property, the official shall make a reasonable effort to notify the owner or manager of the property that the officer intends to inspect the property on a specific date.
- B. In circumstances where the official has reasonable cause to believe that a violation of a City ordinance, resolution or Code provision exists with respect to a particular building, place, structure, vessel or premises, or that the owner or authorized local agent is likely to refuse entry, assistance of the court may be sought without prior notice to such person.
- C. For purposes of this section, the owner or authorized local representative shall be deemed to be the occupant in circumstances where there appears to be no occupant.

1.03.090 Administrative search warrants

- A. Any court of competent jurisdiction may issue an administrative search warrant pursuant to this chapter commanding any authorized official of the City to conduct any search or inspection necessary for enforcement of any City ordinance, resolution or Code provision upon receipt of an affidavit or testimony under oath of any authorized official of the City. The affidavit or testimony must describe with particularity the place, structure, building, vessel or premises to be searched or inspected, the scope and purpose of the search or inspection, and the objects and places to be searched or inspected, and must show either that there is reason to believe that a violation of a City ordinance, resolution or Code provision exists with respect to the particular building, place, structure, vessel or premises to be searched or inspected or that:
 - 1. There exists a reasonable system of regular inspections which specifies the purpose, frequency, scope and manner of inspections, or that other standards for inspections exist; and
 - 2. The system or standards established are designed to enforce a City ordinance, resolution or Code provision; and
 - 3. The building, place, structure, vessel or premises to be searched or inspected comes within the system or standards.

- B. A warrant issued under this section shall be valid for not more than five (5) days after issuance, and must be executed and returned to the court within seven (7) days after issuance. The warrant is valid only between the hours of 8:00 a.m. and 8:00 p.m. unless express authorization to serve the warrant at other times appears on the face of the warrant.
- C. An inspection or search pursuant to a warrant issued under this section shall not be made by means of forcible entry, except that the court may expressly authorize a forcible entry either where facts are shown sufficient to create a reasonable suspicion of a violation of a City ordinance, resolution or Code provision, which, if such violation exists, would be an immediate threat to health or safety or where facts are shown establishing that reasonable attempts to serve a previous warrant have been unsuccessful.

1.03.100 Controlling Chapter

This chapter shall be controlling over any other ordinance or part of an ordinance on the same subject, whether heretofore or hereafter adopted, unless such ordinance or part of an ordinance provides differently by an express reference to this chapter. Notwithstanding any other ordinance of this city, whether heretofore or hereafter adopted, it shall not be a violation of this chapter to refuse or fail to consent to an entry for inspection.

1.04 CITY LOGO & CITY SEAL

- 1.04.010 City Logo
1.04.020 City Seal
1.04.030 Custody of City Seal
1.04.040 Use of City Seal
1.04.050 Use of City Logo without Permission

1.04.010 City Logo

The logo set forth in this section is adopted as the official logo of the City of Bethel, Alaska.



1.04.020 City Seal

The seal of the City of Bethel, Alaska is a metallic, circular device on which shall be engraved and embossed with the words: "City of Bethel, Alaska" "OFFICIAL". Such device shall be capable of making an impression of the words on paper.

1.04.030 Custody of City Seal

The City Clerk is the custodian of the official City Seal.

Introduced by: City Manager Williams
Introduction Date February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

1.04.040 Use of City Seal

- A. The official seal of the City of Bethel is a symbol of authority and jurisdiction of the City. As a valuable asset of the City and its citizens, the City Council seeks to insure that it is used only for appropriate purposes.
- B. The City Clerk shall have charge of the seal and shall affix the City Seal to all certificates required by law, by this Code, or by Ordinance of the City. The City Clerk may issue written permission for ceremonial or other permitted purposes as deemed appropriate by the City Clerk of the City Council.
- C. The record of any official proceeding of the City, or any ordinance, resolution or Code provision may be placed in any court or tribunal by introduction of a paper or electronic copy thereof certified by the City Clerk under the seal of the City of Bethel as a true and correct copy.
- D. The City Seal shall be affixed to all evidences of indebtedness of the City. The City Council may, by resolution, determine such other uses for the Seal as the Council may deem appropriate.
- E. City officers, employees, members of the Council, and members of City boards and commissions may use stationary and printed materials with the City Seal, or facsimile thereof, only while acting within the scope of their office or employment.

1.04.050 Use of City Logo without Permission

- A. Except as provided for in this section, no person other than the City Council, shall reproduce, use, give away, sell or distribute any logo or facsimile thereof purporting to represent to be the City Logo.
- B. A person may not use or make a die, impression, or electronic duplication of the municipal (City) logo for any advertising or commercial purpose, unless written permission has first been obtained from the City Manager or their designee.
 - 1. This section does not impair the authority of City staff from using the logo for official business without the consent of the City Manager.
 - 2. Licensing shall be upon terms and conditions approved by the City Attorney's office.
 - 3. For purposes of this section, advertising means:
 - 1. Communication used to encourage, persuade, or manipulate an audience to take or continue some action, and includes commercial offerings; or
 - 2. Non-commercial communications of any type made for the purpose of conveying, or in a manner reasonably calculated to convey, a false impression of sponsorship or approval by the City or by any Department, agency, or instrumentality thereof.
 - 4. Use of the City Logo in violation of the provisions of this Chapter shall be a violation subject to the proceedings set out in Section 1.06 of this Code. The fine for a violation of this section is Five Hundred (\$500) Dollars.

1.05 City Boundaries

1.05.010 Boundaries and Jurisdiction

1.05.010 Boundaries and Jurisdiction

The Boundaries of the City are:

1. Beginning at latitude sixty (60°) degrees fifty minutes eight seconds North, longitude one-hundred sixty-one (161°) degrees, forty minutes West;
2. Thence 8.50 miles to latitude sixty (60°) degrees fifty minutes eight seconds North, longitude one-hundred sixty one (161°) degrees fifty-five minutes West;
3. Thence South 5.88 miles to latitude sixty (60°) degrees forty-five minutes North, longitude one-hundred sixty-one (161°) degrees fifty-five minutes West;
4. Thence East 8.50 miles to latitude sixty (60°) degrees forty-five minutes North, longitude one-hundred sixty-one (161°) degrees forty minutes West;
5. Thence North 5.88 miles to latitude sixty (60°) degrees fifty minutes eight seconds North, longitude one-hundred sixty-one (161°) degrees forty seconds West, the point of true beginning. A total of 49.98 square miles, more or less.

1.06 Violations and Penalties

1.06.010 Integration Into Other Enactments

1.06.020 Violation of Bethel Municipal Code

1.06.030 Procedure

1.06.040 Aiding or Abetting

1.06.050 Attempted Violation

1.06.060 Solicitation

1.06.070 Minor Offense Fine Schedule

1.06.080 Collection of Fines

1.06.090 Copies to Alaska Court System

1.06.010 Integration into other enactments

This penalty provision shall be considered as an integral and organic part of every ordinance, regulation and order that does not contain a specific penalty clause.

1.06.020 Violation of Bethel Municipal Code

- A. A person who violates any provision of the Bethel Municipal Code (BMC) or a regulation promulgated thereunder may be guilty of an infraction and may be issued a citation.
- B. A violation is a strict liability offense as to which no culpable mental state need be proved.
- C. A person charged with a violation under the BMC is not entitled to a trial by jury nor representation by counsel at public expense.
- D. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense.
- E. In addition to issuing citations for violation of any portion of the BMC, the City may bring a civil action to:

Introduced by: City Manager Williams
Introduction Date February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

1. Enjoin a violation of any portion of the BMC. On application for injunctive relief and a finding of a violation or threatened violation, the Superior Court shall enjoin the violation.
 2. Recover a civil penalty of up to One Thousand (\$1,000) Dollars per day for each violation of the BMC.
 3. Foreclose a recorded lien or judgment as provided by law.
- F. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

1.06.030 Procedure

- A. A charge for the violation of a Code provision may be brought by any of the following: a City police officer, the City Manager, or that city official responsible for the administration and enforcement of the Code provision which has been violated.
- B. The City shall use the most current version of the Alaska Uniform Citation form to provide notice of an infraction to anyone accused of violating any provision of this code.

1.06.040 Aiding or Abetting

The prohibition of any act in this Code, and in any rule or regulation adopted this Code, shall include the causing, securing, aiding or abetting of another person to do such act.

1.06.050 Attempted Violation

- A. It is a violation for any person to attempt to disobey any provision of this Code or any rule, order or regulation issued thereunder.
- B. In a prosecution pursuant to this chapter, it is not a defense that it was factually or legally impossible to commit the violation which was the object of the attempt if the conduct engaged in by the defendant would be a violation had the circumstances been as defendant believed them to be.

1.06.060 Solicitation

It is a violation for any person to solicit another person to engage in conduct constituting a violation.

1.06.070 General Penalty

Unless another penalty is specifically provided by this Code for the violation of any particular provision, any person who violates any of the provisions or fails to comply with any of the mandatory requirements of this Code, upon conviction, shall be punished by a fine not to exceed Four Hundred (\$400) dollars and the violation shall be treated as an infraction.

1.06.080 Minor Offense Fine Schedule

- A. In accordance with AS 29.25.070(a), citations for which a fine has been clearly identified may be disposed of as provided in AS 12.25.195 through 12.25.230, without a court appearance, upon payment of the fine amounts listed plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the court. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses. Citations charging these offenses must meet

the requirements of Minor Offense Rule 3. If an offense is not listed on a fine schedule, or has no fine amount, the defendant must appear in court to answer to the charges. Fines may not be judicially reduced.

- B. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense plus surcharges.

1.06.90 Collection of Fines

- A. Fines and any other allowable costs and interest may be collected through any legal means including but not limited to:
1. Disqualification from use or receipt of City Services.
 2. Garnishment of Alaska Permanent Fund dividend payments.
 3. Civil suits.
 4. Garnishment of wages.
 5. Lien foreclosure.
- B. Actions for the collection of fines or assessments are independent of any other remedy available for resolution of violations of this code.
- C. Outstanding fines and assessments owed by the same person may be pursued in a single collection action.
- D. Interest on fines and assessments not paid within thirty days of the decision shall accrue at a rate of eight (8%) per year.

Chapter 1.08 GENERAL PENALTIES

Sections:

~~1.08.010 — General penalty.~~

~~1.08.020 — Penalty surcharge authorization and collection.~~

~~1.08.010 General penalty.~~

- ~~A. Penalty. Unless another penalty is specifically provided by this code for the violation of any particular provision, any person who violates any of the provisions or fails to comply with any of the mandatory requirements of this code, upon conviction, shall be punished by a fine not to exceed three hundred dollars (\$300) and the violation shall be treated as an infraction.~~
- ~~B. Procedure. The charge for the violation of a code provision may be brought by a city police officer, or that city official responsible for the administration and enforcement of the code provision which has been violated. A person charged may dispose of an infraction offense by correcting the violation, paying the fine charged and pleading "no contest" in person or by mail. If a person charged with an infraction chooses to contest the charge, the trial date shall be set by the court for a trial with no jury. The person charged for an infraction does not have the right to a court appointed defense council.~~
- ~~C. Separate Violations. Each day of a continuing violation of this code shall constitute a separate offense.~~

~~D. Civil Penalties. In addition to any other remedies or penalties which may be provided in this code, or may otherwise be available, the city or any aggrieved person may institute a civil action against a person who violates any provision of the code. In addition to injunctive and compensatory relief, a civil penalty not to exceed one thousand dollars (\$1,000) may be imposed for each violation. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy. On application for injunctive relief and a finding of violation or threatened violation, the Superior Court shall grant the injunction.~~

~~1.08.020 Penalty surcharge authorization and collection.~~

~~The surcharge required to be imposed pursuant to AS [12.55.039](#) is authorized and shall be imposed as a surcharge on penalties imposed for the violation of an ordinance, code provision, or regulation of the city brought under citation or criminal complaint that would require a proceeding in the Alaska court system if the defendant were to enter a plea of not guilty. This surcharge is imposed in addition to any other fine or other penalty provided by law. The court may impose and collect the surcharge on all penalties imposed by the court or fines and bail forfeitures that are paid to the court. The surcharge shall be deposited into the general fund of the state of Alaska in accordance with AS [29.25.072](#).~~

Chapter 1.12
ISSUANCE OF CITATIONS

Sections:

~~1.12.010 Authority of police.~~

~~1.12.020 Failure to appear.~~

~~1.12.030 Form.~~

~~1.12.010 Authority of police.~~

~~Any police officer within the city of Bethel, Alaska, may, rather than arrest a person, or persons, for the violation of a city ordinance committed in his presence, issue a citation or criminal summons requiring such person or persons to appear before the district court on a day certain to answer charges.~~

~~1.12.020 Failure to appear.~~

~~If any person or persons fails to appear before the district court as directed in the citation or summons, the city police officer issuing the same shall sign a complaint charging the person or persons involved with a misdemeanor, cause a warrant to be issued and forthwith place the offender under arrest.~~

~~1.12.030 Form.~~

~~The form of citation or summons issued may be in substantially the following form and completed in duplicate or triplicate:~~

~~CITY OF BETHEL, ALASKA~~

Introduced by: City Manager Williams
Introduction Date: February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

CRIMINAL SUMMONS

TO: _____

You are hereby commanded to appear before the District Court at Bethel, Alaska, on the _____ day of _____, 20_____, at the hour of _____ o'clock in the _____ M. of said day, then and there to answer to charges for the violation of Bethel Municipal Code, Section _____, wherein it is alleged that you did, contrary to law:

Failure to appear and answer this summons will result in your arrest under a warrant.

DATED This _____ day of _____, 20_____.

POLICE DEPARTMENT
CITY OF BETHEL

By: _____

**Chapter 1.16
WORK FURLOUGHS FOR PRISONERS**

Sections:

- 1.16.010 _____ Definitions.
- 1.16.020 _____ Authorization.
- 1.16.030 _____ Employment.
- 1.16.040 _____ Earnings.
- 1.16.050 _____ Violation of conditions.
- 1.16.060 _____ Failure to return.
- 1.16.070 _____ When prohibited.
- 1.16.080 _____ Rehabilitation furloughs.

1.16.010 Definitions.

In this chapter, unless the context otherwise requires:

- A. "Administrator" means the city manager of the city or his designee.
- B. "Court" means any court established by the state.
- C. "Prison facility" or "facility" means a building, camp, farm, place or area designated by the administrator for detention or confinement of persons accused or convicted of criminal violation or violations of an ordinance or ordinances of the city or held under authority of law by a police officer of the city and includes a facility owned by or leased, loaned or granted to the city by the United States or the state.
- D. "Prisoner" means a person detained or confined for any period of time in a prison facility, whether by arrest, conviction, order of court, or a person held as a witness, or otherwise.
- E. "Temporary commitment" means any detention of a person by authority of law, but does not include confinement upon conviction and judgment of a court of this state.

1.16.020 Authorization.

~~When a person is convicted of a violation of an ordinance of the city and is sentenced to a prison facility, or is imprisoned in the prison facility for nonpayment of a fine, for contempt, or as a condition of probation for a criminal offense, the city manager may, if he concludes that the person is a fit subject for a work furlough and is not prohibited from it under BMC 1.16.070, direct that the person be permitted to continue in his regular employment, if that is compatible with the requirements of BMC 1.16.070, or may authorize the person to secure employment for himself, unless the court at the time of sentencing has ordered that the person not be granted work furloughs.~~

~~**1.16.030 Employment.**~~

- ~~A. If the city manager directs that the prisoner be permitted to continue in his regular employment, the city manager shall arrange for a continuation of the employment so far as possible without interruption. If the prisoner does not have regular employment, and the city manager has authorized the prisoner to secure employment for himself, the prisoner may do so, and the city manager may assist him in doing so. Any employment secured must be suitable for the prisoner. The employment must be in accordance with the prevailing working conditions and wages in the area. No employment may be permitted where there is a labor dispute in the establishment of which the prisoner is, or is to be, employed.~~
- ~~B. Whenever the prisoner is not employed and between the hours or period of employment, he shall be confined to the prison facility unless the court directs otherwise.~~

~~**1.16.040 Earnings.**~~

~~The earnings of the prisoner shall be collected by the city manager and the prisoner's employer shall transmit the wages to the city manager at the request of the city manager. Earnings levied upon under a writ of attachment or execution or in other lawful manner may not be transmitted to the city manager. If the city manager has requested transmittal of earnings before the levy, the request shall have priority for those earnings due and payable at that time. When an employer transmits the earnings to the city manager, he has no liability to the prisoner for the earnings. From the earnings, the city manager shall pay the prisoner's board and personal expenses, both inside and outside the prison facility, and shall deduct so much of the costs of administration of this chapter as is allocatable to the prisoner, and, in an amount determined by the city manager, shall pay the support of the prisoner's dependents, if any. If sufficient funds are available after making the foregoing payments, the city manager may, with the consent of the prisoner, pay, in whole or in part, the pre-existing debts of the prisoner. Any balance shall be retained by the city manager and paid to the prisoner at the time of his discharge~~

~~**1.16.050 Violation of conditions.**~~

~~If the prisoner violates the conditions established for his conduct, custody or employment, the city manager may order the balance of the prisoner's sentence to be spent in actual confinement.~~

Introduced by: City Manager Williams
Introduction Date February 27, 2018
Public Hearing: March 13, 2018
Action:
Vote:

~~1.16.060 Failure to return.~~

~~The willful failure of a prisoner to return to the place of confinement not later than the expiration of any period during which he is authorized to be away from the place of confinement under this chapter, is an escape from the place of confinement and is punishable under the laws relating to escape.~~

~~1.16.070 When prohibited.~~

~~A work furlough may not be authorized for a prisoner:~~

- ~~A. Identified with large scale, organized criminal activity;~~
- ~~B. With serious emotional or personality problems, as determined by the city manager;~~
- ~~C. Whose presence in the community is likely to evoke adverse public reaction toward the inmate, the institution and the city.~~

~~1.16.080 Rehabilitation furloughs.~~

~~The city manager may authorize a prisoner to participate in educational, training, medical, psychiatric, or other rehabilitation programs approved by the city manager. When the prisoner is not participating in a rehabilitation program, he shall be confined in the jail unless the city manager directs otherwise. If the prisoner violates the conditions established for his conduct or custody, the city manager may order the balance of the prisoner's sentence be spent in actual confinement. The willful failure of a prisoner to return to the place of confinement not later than the expiration of any period during which he is authorized to be away from the place of confinement under this chapter, is an escape from the place of confinement and is punishable under the laws relating to escape.~~

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

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

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

New Business

SUMMARY AND FISCAL NOTE

Corresponding Document: Budget Ordinance 17-28-j

Summary Statement:

To pay for D.O.T. permits that have been levied during FY18 that were not known at the time of the budget.

The alcohol tax increase has generated \$26,556.31 in revenue between December and January. 17-28J movest he money from the revenue account to the Community Action Grant account as required by Ord. 17-36.

Originator: ^{AKWS LD} Bill Howell, Public Works Director

Reviewed Prior to Presentation

	Signature:	Remarks:
City Manager		
City Attorney (Compliance with law)		4.04.080
City Clerk (Code)		r

Certification of Funds

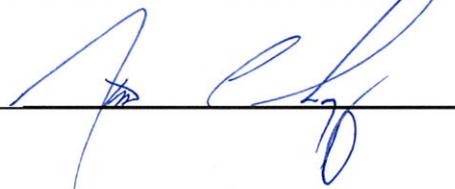
Total amount of funds listed in this legislation: \$ 9,350.00 and \$26,556

This:

- Creates revenue in the amount of: \$ _____
- Creates expenditures in the amount of: \$ 9,350.00 and \$26,556
- Creates a savings in the amount of: \$ _____
- Has no fiscal impact

Funds are:

- Budget Line item(s) DOT Permits 51-81-669 & 51-85-669 10-72-760 (Community Actin Grant Fund) and 10-40-480 (alcohol tax revenue account)
- Not budgeted

Director of Finance Signature: 

Attachment(s): Ordinance 17-36.

Corresponds to Budget Ordinance 17-28 (j)

Action:
 Vote:

CITY OF BETHEL, ALASKA
ORDINANCE # 17-28(j)

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2018 Budget

Be it Enacted by the Bethel City Council that the FY 2018 Annual Budget be amended as follows:

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2018, July 1, 2017 to June 30, 2018.

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

GENERAL FUND

	Increases	
1072760	Community Services Community Action Grant	26,556
	Total Increases	26,556
	Decreases	
	None	
	Total Decreases	0
TOTAL	Net Change to General Fund Appropriations	26,556

Revenues

	Increases	
	None	
	Total Increases	0
	Decreases	
1040480	Alcohol Tax	26,556
	Total Decreases	
TOTAL	Net Change to General Fund Appropriations	26,556

WATER AND SEWER FUND

	Increases	
51-81-669	OTHER PURCHASED SERVICES - H WATER - DOT PERMITS	3,850
51-85-669	OTHER PURCHASED SERVICES - H SEWER - DOT PERMITS	5,500
	Total Increases	9,350
	Decreases	
	Total Decreases	0
TOTAL	Net Change to WATER AND SEWER Fund Appropriations	9,350

	TOTAL CHANGE TO WATER AND SEWER FUND REVENUES	
	Total Increases	0
	Total Decreases	0
	Cumulative Change to WATER AND SEWER FUND Revenues	0

	TOTAL CHANGE TO WATER AND SEWER FUND FUND APPROPRIATIONS	
--	---	--

	Total Increases	9,350
	Total Decreases	0
	Cumulative Change to APPROPRIATIONS	9,350

	TOTAL CHANGE TO WATER AND SEWER FUND BALANCE	
	Change to WATER AND SEWER Fund Revenues	0
	Change to WATER AND SEWER Fund Appropriations	9,350
	Cumulative Increase/Decrease to Fund Balance	(9,350)

TOTAL CHANGE TO OVERALL CITY BUDGET

	<i>Change to Revenues Increase/(Decrease)</i>	0
	<i>Change to Appropriations Increase/(Decrease)</i>	9,350
	These changes <i>INCREASE</i>↑ the overall expenditures/expenses of the City by	9,350

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

PASSED AND APPROVED THIS ___ DAY OF MARCH 2018 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Introduced by: Council Member Leif Albertson
Date: June 13, 2017
Public Hearing: June 27, 2017
Action: Passed
Vote: 5-2

CITY OF BETHEL, ALASKA

Ordinance #17-36

AN ORDINANCE SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF BETHEL, A BALLOT PROPOSITION AMENDING THE BETHEL MUNICIPAL CODE TO INCREASE THE ALCOHOL BEVERAGE SALES TAX FROM 12% (TWELVE PERCENT) TO 15% (FIFTEENTH PERCENT) AND TO DEDICATE ~~3~~ 20% OF THE REVENUE GENERATED FROM THE TAX TO HEALTH, PUBLIC SAFETY AND SOCIAL SERVICE USES RELATED TO ALCOHOLIC BEVERAGES, AND TO PROVIDE FOR APPROVAL BY A MAJORITY OF QUALIFIED VOTERS VOTING ON THE QUESTION

Therefore be it Enacted by the Bethel City Council that:

SECTION 1. Pursuant to state law, a ballot proposition in substantially the following form and substance shall be submitted to the qualified voters of the City of Bethel at the next regular Municipal election to be held October 3, 2017:

PROPOSITION NO.1

Shall the City of Bethel increase the alcohol tax on the sales of alcoholic beverages in the City of Bethel to 15%? (Ordinance No. 17-36)

Explanation:

A "Yes" vote will increase the tax on alcohol sales from a rate of 12% to a rate of 15%.

A "No" vote will maintain the tax on alcohol sales at a rate of 12%.

SECTION 2 Amend the Bethel Municipal Code, Section 4.13.030 to read (new language is underlined old language is stricken):

Section 4.16.030 Imposition – Rate.

A. There is levied and shall be collected a sales tax on all sales transaction in the City unless specifically exempted under this chapter. The tax is six (6) percent of the selling price.

B. The tax to be added to the sale price shall be ~~twelve percent (12%)~~ fifteen percent (15%) for alcohol.

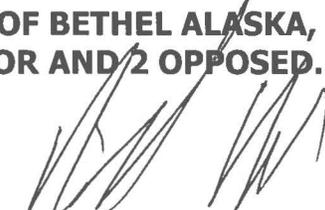
Introduced by: Council Member Leif Albertson
Date: June 13, 2017
Public Hearing: June 27, 2017
Action: Passed
Vote: 5-2

C. The tax to be added to the sale price, shall be and twelve percent (12%) transient lodging.

SECTION 3. For such period of time as the City of Bethel, Alaska, levies a tax as under Section 2 of this Ordinance at Section 4.16.030(B) of the Bethel Municipal Code at a rate of 15% or greater, ~~3~~ 20% of the revenues collected from the sales of alcohol in each fiscal year shall be placed in a separate interest bearing account. The funds generated in the separate interest bearing account will be used to fund the Community Action Grant programs which shall focus on advancing the communities opportunities, sustainability and wellbeing with components that foster community wellness, direct impact to the community's vulnerable populations and/or civic engagement of Bethel residents and project beneficiaries.

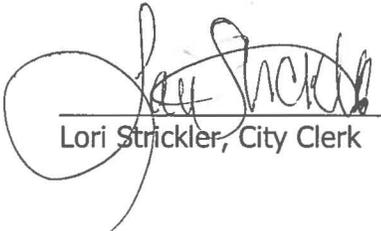
SECTION 4. The proposition contained in Section 1, the amendments outlined in Section 2, and the designation of funds provided in Section 3 of this ordinance, shall become effective if, and only if, approved by a majority of the voters voting on the question.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS 27 DAY OF JUNE 2017, BY A VOTE OF 5 IN FAVOR AND 2 OPPOSED.



Richard Robb, Mayor

ATTEST:



Lori Strickler, City Clerk

ALCOHOL SALES TAX

FY18	VENDOR 1			VENDOR 2			VENDOR 3			TOTAL TAXABLE SALES	TOTAL SALES TAX	TOTAL 3% SALES TAX
	TAXABLE SALES	REPORTED SALES TAX	3/15, OR 20%	TAXABLE SALES	REPORTED SALES TAX	3/15, OR 20%	TAXABLE SALES	REPORTED SALES TAX	3/15, OR 20%			
7/17	499,731.25	59,968	N/A	-	-	N/A	16,458	1,975	N/A	516,189.25	61,943	N/A
8/17	521,100.67	62,532	N/A	8,558	1,027	N/A	3,258	391	N/A	532,916.67	63,950	N/A
9/17	516,661.58	61,999	N/A	17,758	2,131	N/A	-	-	N/A	534,419.58	64,130	N/A
10/17	603,228.83	72,387.46	N/A	18,125	2,175	N/A	-	-	N/A	621,353.83	74,562.17	N/A
11/17	445,627.58	53,475.31	N/A	15,475	1,857	N/A	-	-	N/A	461,102.58	55,332.02	N/A
12/17*	111,288.60	13,354.63	N/A	2,471.46	296.58	N/A	-	-	N/A	113,760.06	13,651.21	N/A
12/17**	409,676.23	61,451.43	12,290.29	8,650.11	1,297.53	259.51	-	-	-	418,326.34	62,748.96	12,549.79
1/18	450,293.06	67,543.96	13,508.79	16,590.85	2,488.63	497.73	-	-	-	466,883.91	70,032.59	14,006.52
2/18												
3/18												
4/18												
5/18												
6/18												
	3,557,607.80	452,712.01	25,799.08	87,628.42	11,271.70	757.23	19,716.00	2,366.00	-	3,664,952.22	466,349.71	26,556.31

PROJECTION THRU 6/18

6,282,775 799,457 92,947

* 12% through December 7th, 2017

** 15% as of December 8th, 2017

Introduced by: Peter Williams, City Manager
Date: March 13, 2018
Action:
Vote:

CITY OF BETHEL

Resolution # 18-05

A RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION IN THE STATE OF ALASKA'S PUBLIC EMPLOYEES'S DEFERRED COMPENSATION PLAN

WHEREAS, the City of Bethel, located in Bethel, Alaska_wishes to modify a standing fringe benefit of its employees by discontinuing the 457 deferred compensation programs currently offered through Nationwide, Lincoln Financial, and ICMARC Retirement Corporation and instead adopting the 457 deferred compensation plan offered by the State of Alaska PERS;

WHEREAS, the City of Bethel, as a small municipality does not have the personnel to perform the fiduciary duty required by law when managing a deferred compensation through the City;

WHEREAS, despite offering three deferred compensation programs, none of these programs currently substitute for and/or provide the necessary education and services which the City is mandated to provide;

WHEREAS, the 457 deferred compensation plan offered by the State of Alaska program provides lower costs to the employees of the City of Bethel;

WHEREAS, this modification of the 457 deferred compensation plan can be done at no cost to the City of Bethel;

WHEREAS, the State's plan is not only less costly for employees, it is also managed in a way that meets all of the City's fiduciary responsibilities for a deferred compensation program: education, assistance, administrative review, investment guidance, written plan document and a management team.

NOW THEREFORE BE IT RESOLVED by the Bethel City Council that

1. Pursuant to AS 39.45.010 et. seq., the City Council of the City of Bethel supports becoming a participating employer of the Public Employee's Deferred Compensation Program of Alaska.

Introduced by: Peter Williams, City Manager
Date: March 13, 2018
Action:
Vote:

2. All regular full-time employees of the City of Bethel shall be provided the opportunity to be participating members of the Public Employees' Deferred Compensation Program of Alaska.
3. All eligible regular part-time employees of the City of Bethel shall be provided the opportunity to be participating members of the Public Employees' Deferred Compensation Program of Alaska.
4. The following employee groups are excluded from participation: Part-time employees working less than 30 hours per week, and temporary employees.
5. The City of Bethel acknowledges the Public Employees' Deferred Compensation Program of Alaska is a voluntary plan which accepts employee contributions on either a pre-tax or post-tax basis through payroll deduction. No employer contributions will be made to the program.
6. The City of Bethel further requests that participation in the Public Employee's Deferred Compensation Program of Alaska be made effective May 1, 2018.
7. The Bethel City Council authorizes and directs Administration to:
 - a. Notify Nationwide, Lincoln Financial and ICMARC that the City is converting over to a deferred compensation plan with the State of Alaska;
 - b. Take any and all steps necessary to enroll the City of Bethel and its employees in the Public Employee's Deferred Compensation Program;
 - c. Initiate a Participation Agreement between the City of Bethel and the State of Alaska; Department of Administration.

Enacted this 13th Day of March 2018 by a vote of ____ in favor and ____ opposed.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

State of Alaska
Department of Administration
P.O. Box 110203, Juneau, AK 99811-0203

Alaska Public Employees' Deferred Compensation Plan
PARTICIPATION AGREEMENT
Effective Date of Participation: _____

Agreement between the State of Alaska (hereinafter referred to as the State) and _____ (hereinafter referred to as the participating employer) relating to participation by the participating employer in the Alaska Public Employees' Deferred Compensation Plan (hereinafter referred to as the DCP) and designating the Commissioner of Administration as the Plan Administrator (AS 39.45.020); witnesseth:

that

WHEREAS, the laws of the State provide for the DCP in Alaska Statute (AS) 39.45.010-.060, and

WHEREAS, the participating employer has adopted a resolution authorizing participation in the DCP, and

WHEREAS, a certified copy of the authorizing resolution has been filed with the State,

Now, therefore, in consideration of the mutual agreements, covenants, and provisions herein contained, the parties make the following agreements:

A. The participating employer agrees for its part as follows:

1. Participation in the DCP will begin with the payment of employee contributions to commence with wages paid on or after the date when an eligible employee elects to defer to the plan, some or all of the employee's salary or wages in a manner determined by the Plan Administrator.
2. The wages of participating employees will be reduced in accordance with AS 39.45.010 and the terms of the DCP plan document.
3. The participating employer shall provide for pretax or post tax payroll deductions according to the employee's election for the purposes of employee contributions to the DCP.
4. "Employees eligible to participate" means any person (and only such person), including an officer who is employed by the Employer and whom the Employer determines in the exercise of its sole discretion to be a common-law employee who is rendering personal service to the Employer as a permanent employee, including non-permanent employees who will be employed for a minimum of one year or any person elected to a term of office who receives compensation. "Eligible employee" does not include
 - short-term non-permanent employees who will be employed for less than one year;
 - temporary, casual, or emergency employees; or
 - intermittent employees.

5. All contributions will be transmitted so they are received by the DCP by the 15th day after the pay period ends. Late contributions may result in loss of earnings due to investment gains. The State of Alaska is not responsible for account actions caused by an employer's late reporting of contributions. Retroactive coverage in such cases will be considered on a case-by-case basis.
6. The participating employer will furnish the DCP with current and accurate employee data for employees the participating employer deems eligible in accordance with the DCP requirements that are necessary for the proper and effective administration of the DCP on the forms and within the time frame prescribed by the DCP. All pertinent financial records and supporting documents for each participant enrolled in the DCP program must be available, upon reasonable notice, to the State or its representative.
7. The participating employer shall keep and maintain current financial records that reflect all DCP transactions of the DCP program in accordance with generally accepted accounting principles.
8. The participating employer shall comply with federal and state statutes and regulations pertaining to the DCP and to make these statutes, regulations and the plan document, including all changes thereto available to employees. Eligible employees are bound by these statutes, regulations and plan document and by the terms of this agreement.
9. The participating employer may not terminate this agreement except by written notice accompanied by a resolution adopted by the governing body of the participating employer submitted to the DCP Administrator at least 90 days before the date on which the participating employer wishes to terminate. The participating employer shall continue to transmit contributions or coverage during this 90-day interim.
10. The state retains the right to alter, amend, add, or delete the plan at any time.

B. The state agrees for its part, on behalf of the DCP, as follows:

1. Eligible employees as outlined in No. 4 above may elect to participate in the DCP and, upon participation, are entitled to all rights, benefits, and privileges guaranteed under AS 39.45.010 - .060 and are subject to all conditions, duties, and liabilities imposed on employees.
2. The administrator will not unilaterally terminate participation in the DCP except for violation of the provisions of this agreement by the participating employer or unless authorized or directed to do so by law. If termination is for violation of the provisions of this agreement, then the participating employer will first be given reasonable time to resolve or correct the violation. Written notice of such a termination will be given to a participating employer prior to the termination date.

C. The parties mutually agree as follows:

1. Any reference in this agreement to any provisions or to any regulations shall include any amendments, additions or deletions, both expressed and implied which may be enacted or implemented.
2. This agreement shall continue in effect until at least one of the following events occurs:

- a. The participating employer unilaterally terminates the agreement by giving written notice 90 days prior to the effective date of termination.
- b. The parties mutually agree to terminate the agreement.
- c. The state unilaterally terminates the agreement because of violation of a provision of this agreement or because of statutory direction or authorization, whereupon written notice will be given.

Approved by participating employer:

 Signature of Authorized Representative Date

 Title

All correspondence, reports, and notices to the participating employer shall be directed to:

 Name

 Address

Approved by the State of Alaska, on behalf of the Alaska Public Employees' Deferred Compensation Plan:

 Chief Pension Officer Date
 Division of Retirement and Benefits
 Department of Administration

All correspondence, reports, and notices to the state shall be directed to:

Alaska Public Employees' Deferred Compensation Plan
 Alaska Division of Retirement and Benefits
 P.O. Box 110203
 Juneau, AK 99811-0203

Introduced by: Peter Williams, City Manager
Date: March 13, 2018
Action:
Vote:

CITY OF BETHEL

Resolution # 18-06

A RESOLUTION BY THE BETHEL CITY COUNCIL AUTHORIZING THE ADMINISTRATION TO ENTER INTO A LEASE PURCHASE OF A NEW LADDER TRUCK FOR THE CITY OF BETHEL FIRE DEPARTMENT

WHEREAS, the Bethel City Council is the Legislative body of the City of Bethel, Alaska;

WHEREAS, the City of Bethel authorized the FY18 operating budget on June 15, 2017;

WHEREAS, the authorized budget included \$75,000 for the lease purchase of a new ladder truck for the Bethel Fire Department;

WHEREAS, it is understood that the total cost of this lease/purchase including down payment, principal and interest is \$1,157,840;

WHEREAS, it is understood that the annual cost to the City to be approximately \$72,656 annually for the next 15 years starting August 2018 and ending August 2032 with annual payments commencing in August of 2018 as follows:

Deposit	\$68,000	Year 1 Payment	\$72,656.90
Year 2 Payment	\$72,656.90	Year 3 Payment	\$72,656.90
Year 4 Payment	\$72,656.90	Year 5 Payment	\$72,656.90
Year 6 Payment	\$72,656.90	Year 7 Payment	\$72,656.90
Year 8 Payment	\$72,656.90	Year 9 Payment	\$72,656.90
Year 10 Payment	\$72,656.90	Year 11 Payment	\$72,656.90
Year 12 Payment	\$72,656.90	Year 13 Payment	\$72,656.90
Year 14 Payment	\$72,656.90	Year 15 Payment	\$72,656.90

NOW, THEREFORE, BE IT RESOLVED the City of Bethel authorizes the lease/purchase of a new ladder truck to be financed with Community Lease

Introduced by: Peter Williams, City Manager
Date: March 13, 2018
Action:
Vote:

Partners for a term of 15 years.

**ENACTED THIS 13th DAY OF March 2018 BY A VOTE OF _____ IN FAVOR
AND _ OPPOSED.**

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	18-17		
Date action introduced:	March 13, 2018	Introduced by:	Mayor Robb
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Brian M. Henry to the Finance Committee for a term of three years.

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

Action Memorandum 18-17 is sponsored by Mayor Robb at the request of the City Clerk.

Brian M. Henry has requested appointment to the Finance Committee. If appointed, he would be appointed to a term of three years as a regular member with a term expiration of December 31, 2020.

City of Bethel Action Memorandum

Action memorandum No.	18-18		
Date action introduced:	March 13, 2018	Introduced by:	Mayor Robb
Date action taken:	March 13, 2018	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title: Authorizing the City Attorney to travel to Nome for the Alcohol Beverage Control Board meeting of April 3, 2018.

Attachment(s): Draft travel documents

Department/Individual:	Initials:	Remarks:
City Attorney	<i>JR</i>	

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
~ \$1100	Funds in City Budget.	10-56-545
	Funds not in City Budget.	

Summary Statement

On February 13, 2018, the City of Bethel passed Resolution 18-03 protesting the renewal of a package store liquor license for the AC Quickstop.

The Alcohol Beverage Control Board (ABC) will be conducting its next quarterly meeting on April 3rd, 2018 in Nome, AK.

The City Attorney is requesting to travel to Nome to represent the City of Bethel and support its position.

T.A. #: _____

City of Bethel Travel Authorization Form

City Attorney	Hearing	n/a
Department Patty Burley	Activity City Attorney	Program February 13, 2018
Employee Requesting Authorization ABC Board Meeting	Title Nome, AK	Date April 3, 2018
Conference Title and Sponsor	Conference Site	Date of Meeting

Explanation of Travel Request:

Travel to Nome to attend the ABC Board Meeting

	<u>Estimated Totals</u>	<u>Account #</u>
Registration Fees		
<small>(Specify whom check is payable to and attach copy of documentation)</small>		
Payable to:	_____	_____
P.O. #: _____		
Transportation		
Airline(s): Alaska Air	\$573.19	10-56-545
Travel Agency: _____		
Confirmation #: _____		
P.O. #: _____		
Car Rental Co.: _____		
Confirmation #: _____		
P.O.# _____		
Hotel Name: Aurora Inn	\$444.00	10-56-545
Confirmation #: _____		
P.O. #: _____		
Meals:		
# Daily Rate		
Breakfast 1 X \$12.00 =	\$12.00	10-56-545
Lunch 1 X \$16.00 =	\$16.00	10-56-545
Dinner 1 X \$32.00 =	\$32.00	10-56-545
Cab Fare: _____		
Miscellaneous: (Explain in written detail on an attached sheet)	_____	_____
TOTAL EXPENSES:	\$1077.19	_____
Per Diem Advance Requested:	n/a	_____

Approvals:

<p>_____ Department Head / Date</p>	<p>_____ City Manager / Date</p>	<p>_____ Finance Director / Date</p>
---	--------------------------------------	--



Flight summary [Change](#) | [Remove](#)

Flight

Alaska Alaska 44
Main (L) | Nonstop | [Details](#)

Alaska Alaska 153
Main (L) | 1 stop | [Details](#)

Distance: 1,125 [mi](#) | Duration: 6h 44m

Alaska Alaska 152
Main (L) | Nonstop | [Details](#)

Alaska Alaska 45
Main (L) | Nonstop | [Details](#)

Distance: 933 [mi](#) | Duration: 8h 1m

Departs

Bethel (BET)
1:05 pm [Mon, Apr 2](#)

Anchorage (ANC)
4:46 pm [Mon, Apr 2](#)

Nome (OME)
12:16 pm [Wed, Apr 4](#)

Anchorage (ANC)
7:04 pm [Wed, Apr 4](#)

Arrives

Anchorage (ANC)
2:12 pm [Mon, Apr 2](#)

Nome (OME)
7:49 pm [Mon, Apr 2](#)

Anchorage (ANC)
1:42 pm [Wed, Apr 4](#)

Bethel (BET)
8:17 pm [Wed, Apr 4](#)

Total price for 1 passenger
\$573.19

[Taxes, fees and charges](#)

[Low-price guarantee](#)

Shop again using a [discount or companion fare code](#).

- ▶ [Fare rules](#)
- ▶ [Baggage rules](#)

Total due now
\$573.19 USD

[Currency converter](#)

Free cancellation within 24 hours of purch

NEXT →

The Alaska
Visa
Signature[®]
card



Get 30,000 bonus miles after qualifying purchases.

APPLY NOW

Terms & conditions apply.

City of Bethel Action Memorandum

Action memorandum No.	18-19		
Date action introduced:	March 13, 2018	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to sign a Village Safe Water Program Grant Agreement in the amount of \$2,071,473 to fund additional 2018 dredging of the sewer lagoon.

Attachment(s): (1) Grant Agreement for VSW Project #15EQ92, minus the policies.

Department/Individual:	Initials:	Remarks:
Administration	<i>PW</i>	Recommend
Finance		
Public Works	<i>WJ</i>	RECOMMENDS
Amount of Fiscal Impact	Fiscal Impact Type	Account Information
	No fiscal impact at this time.	
	Funds in City Budget.	
	Requires funding in FY 2019 Budget.	
\$2,071,473	Grant Revenue to City	TBD

Summary Statement

The State of Alaska, Department of Environmental Conservation, Village Safe Water Program, knows and understands the City of Bethel's need to remove additional sludge from the City's Sewer Lagoon and was able to offer the City a grant for that purpose. This grant represents the fifth grant from the Village Safe Water Program to fund the lagoon dredging project. The grant performance period ends September 30, 2018 or later, NOT on June 30, 2018, as it mistakenly appears in the Grant Agreement. The City was assured by email that a formal correction to the Grant Agreement will be made by April 2018.

This grant was timed for the City to take advantage of its current contract with Merrell Bros., Inc., the biosolids management company that dredged the lagoon during summer 2017. A review of State Statutes by City Attorney Burley confirms that the City can modify its current contract with Merrell Bros. to include additional dredging work. The dredge, mixing box, and three belt presses spent the winter in Bethel. Merrell Bros said that they would be happy to supply personnel to run the dredge and equipment during summer 2018.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Environmental
Conservation**

DIVISION OF WATER
Village Safe Water Program

555 Cordova Street
Anchorage, Alaska 99501
Main: 907.269.7502
Fax: 907.269.7509
www.dec.alaska.gov

February 21, 2018

Mr. Peter Williams, City Manager
PO Box 1388
Bethel, Alaska 99559

Dear Mr. Williams,

The State of Alaska, Village Safe Water Program is pleased to offer the City of Bethel the attached Grant Agreement 15EQ92 Lagoon Dredging in support of our cooperative efforts to develop sustainable sanitation facilities. Please review this Agreement carefully, and if satisfactory, sign the first page titled "Grant Agreement" where indicated, and return the signed original to the following address:

Village Safe Water Program
Attn: Alex Pock, Grants Administrator
555 Cordova Street
Anchorage, AK 99501

All other attachments should be retained for your records.

Nothing in this Agreement whether or not accepted, may be deemed to constitute an obligation on the part of the Department until the signed Agreement and attachments have been received.

Sincerely,

A handwritten signature in blue ink that reads "Andrew Sayers-Fay".

Andrew Sayers-Fay
Director

Enclosure: Grant Agreement

cc: Lyman Hoffman, State Senator
House District 38, State Representative
Donna Lee, VSW Anchorage

**State of Alaska
Department of Environmental Conservation
Village Safe Water Program**



**Alternative Management
Grant Agreement**

Community Code BET	VSW Project Number 15EQ92	Estimate of Funds \$2,071,473.00	
Project Title Lagoon Dredging			
CFDA Number 66.202	CFDA Title Congressionally Mandated Projects	Federal Award Identification Number XP-00J93001	
Grantee		Grantor	
Name City of Bethel		Department of Environmental Conservation, Village Safe Water Program	
Street/PO Box PO Box 1388		555 Cordova Street	
City/State/Zip Bethel, AK 99559		Anchorage, AK 99501	
Contact Name & Title Mr. Peter Williams, City Manager		Contact Name & Title Donna Lee, Project Engineer	
Phone (907) 543-2047		Phone (907) 269-7502	Fax (907) 269-7509

AGREEMENT

The Department of Environmental Conservation (hereinafter 'Department') and the City of Bethel (hereinafter 'Grantee') agree as set forth herein.

Section I. Upon execution of this Agreement, and under the terms included herein, the Department shall reimburse the Grantee for expenses incurred, subject to appropriation and availability, to accomplish the scope of work described in Article A, Section 1. The estimated cost of this scope of work is identified in Article A, Section 2.

Section II. Performance under this Agreement begins upon signature by the Division of Water's Director and ends at Project completion.

Section III. This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.

Section IV. The Agreement consists of this page and the following attachments and appendices:

ATTACHMENTS

Article A: Project Outline
Article B: General Conditions
Article C: Construction Related Funding
Conditions

APPENDICES

Appendix 1: Village Safe Water Policies
Appendix 2: Additional Project Reporting Forms

Grantee	Department
Signature	Signature <i>Andrew Sayers-Fay</i>
Printed Name and Title	Printed Name and Title Andrew Sayers-Fay, Director, Division of Water
Date	Date <i>February 21, 2018</i>

ARTICLE A. PROJECT OUTLINE

Subject to appropriation and availability of funds, funding will be made available under this Agreement and will be used only to pay eligible costs to perform the scope of work stated herein. The Department is the Grantor and will assign a project engineer who will serve as an agent to the Grantee during the administration of this Project. The Grantee will spend monies awarded under this grant only for the scope of work in this Agreement.

Section 1. Project Scope of Work

This Agreement provides funding for completion of the lagoon dredging which will include the final 6-acre area in the vicinity of the jetty.

Section 2. Project Cost Estimate

Scope Item	Total Estimated Cost	Percentage of State Funding	Percentage & Source of Federal Funding
M-DS Design and Studies	\$25,000	25%	75% EPA
I-HI In House Inspection	\$5,000	25%	75% EPA
EMT Engineering, Management, and Travel	\$91,473	25%	75% EPA
S-LG Sewage Lagoon	\$1,950,000	25%	75% EPA
TOTAL	\$2,071,473	25%	75% EPA

ARTICLE B. GENERAL CONDITIONS

Funding for this Project is subject to the following General Conditions. Funding may be withheld, or reduced, if these conditions are not met. In the event that construction or design cannot be accomplished in conformance with these conditions, the Department reserves the right to rescind approval of the Agreement and complete the Project using traditional Department procedures.

This Agreement may be only modified or amended in writing and executed by the authorized representatives of the parties to this Agreement.

Section 1. Project Funding

This Project is subject to appropriation and availability of funds from the sources of funding identified herein. The Department may adjust the project cost estimate and scope of work shown and will provide an Amendment to the Agreement to the Grantee if such changes are placed.

Reimbursement of expenditures under this Agreement may be made with funds from future state appropriations. If such future state appropriations are not signed into law, this Agreement will be amended or terminated in accordance with AS 37.05.170, which may result in the defunding of project activities.

If the project costs are expected to exceed the available funds the Grantee will notify the Department immediately. If additional funds are available to perform the work described herein, the Department may provide additional funds to perform this work by issuing and providing to the Grantee an amendment to this Agreement. The Grantee acknowledges that such a provision of additional funds will be subject to the same terms and conditions as the original Agreement. If the Grantee incurs costs in anticipation of receiving additional funds without an Amendment to this Agreement it does so at its own risk.

The funding for this Project will expire 06/30/2018. All project expenses must be incurred prior to this date, and the Grantee will submit its final reimbursement request to the Department within 30 days of this date.

Utilization of grant funds shall be made in accordance with applicable laws, regulations, OMB circulars, Uniform Administrative Requirements, and applicable cost principles for federal grants.

Section 2. Project Expenses and Accounting

- a) The Department shall have discretion to determine which project costs are eligible to be paid for with project funds.
- b) Project funds may be used only for eligible costs as actually incurred during the Project.
- c) Project funds will be provided on a reimbursement basis.

- d) Administrative costs shall not be paid on a flat rate. Project expenses shall be identified on a time and material basis, with justification provided by invoices, receipts, and time sheets.
- e) The Grantee is entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative costs limitations, if they have a current rate agreement or have submitted an indirect rate proposal to the appropriate federal agency for review and approval. The Grantee is responsible for maintaining an approved indirect cost rate throughout the life of the Agreement and must provide copies of all approved indirect rate agreements to the Department as they are received from the federal agency.

Budgets that have been placed with an indirect rate not yet approved by the federal agency, for project administrative expenses, are subject to revision based on the rejection or approval of the final approved indirect rate. If the indirect rate proposal was rejected or adjusted by the federal agency the Grantee will be required to adjust project administration expenses already incurred to the appropriate amount as required under federal regulations.

Indirect costs shall be calculated on a time and materials basis with justification provided by invoices, receipts, and time sheets or using a federally approved indirect rate assigned to the Grantee.

- f) The Grantee shall perform or will engage an accounting firm (Firm) to provide all accounting services associated with this Project. Accounting services provided by the Grantee or Firm include, but are not limited to payroll and related obligations, including taxes and workers compensation insurance, preparation of quarterly and annual payroll tax reports for the IRS, the State of Alaska, and the Department of Labor, as applicable, as well as W-2 Forms for the project employees. The Grantee or Firm will submit such reports and pertinent checks to the appropriate federal and state offices. All reimbursements will be made upon presentation of properly approved timesheets, invoices, and equipment rental logs. A monthly expenditure report shall be provided to the Department contact summarizing these transactions.
- g) The area-adjusted EquipmentWatch rates shall be used for equipment rental.
- h) The Department will not be responsible for fees or interest charges incurred by the Grantee for project expenses. Any late fees or interest charges included in the request for reimbursement will be considered ineligible and deducted from the reimbursement amount. In addition, any project funds not expended under this Agreement and any interest accruing on the project funds must be returned to the Department.

Section 3. Disbursement of Project Funding

The Department will work with the Grantee to set up a reimbursable payment plan.

a) Reimbursement

Eligible expenses incurred under this Agreement will generally be reimbursed on a quarterly basis but may be reimbursed as frequently as monthly. Reimbursement will be made upon receipt and approval of the progress, financial reports, and deliverables.

All reports and deliverables required in this Agreement must be submitted and approved by the Department prior to final payment.

The final **5%** of the grant will be paid upon completion of the project, submission of all reporting requirements, and Department approval of these reports.

Section 4. Eligible Costs

a) Upon approval by the Department, the following necessary, reasonable, actual expenses associated with the Project are eligible for payment from project funds:

1. Payroll Costs. Payroll costs are comprised of wages paid to Grantee personnel for time worked directly on the Project, plus payroll taxes, and insurance.
2. Direct Non-Salary Costs. These costs must be directly attributable to the Project and shall include the following:
 - i. The costs associated with consultants, inspectors, surveyors, contractors, subcontractors, and other services required to complete the Project.
 - ii. The cost of materials, supplies, and freight purchased by, or on behalf of, the Grantee and used to complete the Project.
 - iii. Purchase or rental of equipment or tools needed in the completion of the Project.
 - iv. Insurance for the Project covering the Grantee and the Department as described in this Agreement (Section 8).
3. The Grantee may utilize grant funds for costs not specifically listed in this section from project funds, if in the determination of the Department the costs are necessary.

Section 5. Department's Responsibilities

- a) The Department, at its discretion, may participate in matters related to the Project planning, design, and construction, including, but not limited to the approval of: plans and specifications; choices of scheduling, workforce, and methods; procedures for administering the Project; and insurance during construction; securing real property and obtaining permits; payment of all project billings; complying with all federal reporting requirements, and performance of final project inspection.
- b) The Project Engineer will be the Department contact for the Grantee during the Project.

Section 6. Grantee's Responsibilities

- a) The Grantee is responsible for providing a licensed professional engineer to carry out the engineering, design, and project management. The Grantee may hire a consulting engineering firm with an Alaska business license or utilize a current PE within their personnel to meet this criterion. The consulting engineer(s) shall be a licensed professional engineer in the State of Alaska (PE) or working under the direction of a PE. Deliverables required shall include review at 35%, 65%, and 95% by the Grantee with approval of deliverables by the Department.
- b) In procuring professional services of any planners, engineers, architects, and construction managers, the Grantee may utilize its own established procurement policies and procedures in accordance with all applicable federal and state procurement laws as described in Section 27. In the absence of local procurement policies and procedures, the Grantee may use established VSW procurement policies and procedures. The Department contact shall be invited to participate as a member of the selection committee.
- c) The Grantee is responsible for securing the real property interests necessary for the construction and operation of the Project, through ownership, leasehold, easement, or otherwise prior to initiation of construction. The Grantee also is responsible for accepting the required permits and approvals. These permits may include, but are not limited to, Construction Plan Approval, Corps of Engineers' Sec. 404 Wetlands Fill Permit, State Fire Marshal approval, rights-of-way for the pipelines, and site control. The Department will assist the Grantee in obtaining these permits and approvals.
- d) Plans and specifications for water, sewer, and solid waste work stamped by a licensed engineer shall be submitted to the Department for review and approval before construction begins.
- e) The Grantee will enact the following policies and procedures prior to commencing work on the Project: worker's compensation policy; written

procedures establishing governing of hiring and firing; wage scales; and safety and working conditions.

- f) The Grantee will ensure any superintendent hired by the community shall be certified by the American Red Cross in CPR/First Aid and Construction Safety, as provided by OSHA. Weekly safety training meetings must be provided to all labors.
- g) The Grantee is responsible for ensuring all applicable codes for construction are abided by during the work of the Project.
- h) Administrative procedures and user fee ordinances necessary to raise revenues to properly operate and maintain proposed improvements shall be in place prior to the start of construction. Operation and maintenance personnel shall be identified and a plan for any necessary training shall be established prior to the start of construction.
- i) The Grantee will work with the Department to meet all required "Construction Related Funding Conditions" prior to the start of the subsequent Amendment that will provide funding for construction. The Department must issue a concurrence that all conditions have been met before construction can begin (Article C).
- j) The Grantee shall provide the required "Project Reporting" semi-annually, or as otherwise established, within 15 days of the end of the reporting period (Section 7).
- k) The Grantee will raise any concerns or issues it may have, regarding the Project, with the Department promptly and prior to project completion, and if those concerns or issues are not satisfactorily resolved will promptly give written notice to the Department with a detailed description of their continuing concerns or issues.
- l) Upon completion of the Project:
 - 1. The Grantee will perform a prefinal and final inspection at the completion of the Project. A prefinal inspection report with a remaining deficiency list will be forwarded to the Department in conjunction with an invitation to attend the final inspection. If the Department is unable to attend the final inspection, the community will provide to the Department a written record of the final inspection and certification of project completion signed by the consulting engineer.
 - 2. The Grantee shall provide the Department with an operation and maintenance manual for the facility within 90 days of project completion.
 - 3. The Grantee shall provide the Department with as-built drawings of the completed facility within 90 days of project completion.

4. The Grantee will sign an acknowledgement of project completion thereby releasing the Department from further liability. The acknowledgement will further state that the Grantee agrees that it accepts ownership and responsibility for operation and maintenance of any facilities provided under this Project for the public benefit. These responsibilities include, but are not limited to, assessing user fees to ensure the system is self-supporting, and selecting individuals who will be trained to operate and maintain the facility.
5. The Grantee will not sell, transfer, encumber, or dispose of any of its interest in any facilities constructed with this funding during the economic life of the facility without prior written Department approval.

Section 7. Project Reporting

- a) The Grantee will provide semi-annual progress and financial reports, in a mutually agreeable format, to the Department within 15 days of each period ending in March and September. The semi-annual reports will include the information identified below:
 1. Project development milestones for design, construction, and closeout;
 2. Comparison of current outputs (facilities provided by the project) and outcomes (increased levels of service to homes and essential community buildings) to targeted outputs and outcomes;
 3. Narrative explanation for delays, reduced scope, and cost overruns;
 4. An estimation of the percentage of facilities (outputs) completed;
 5. Financial information by facility (output), including budgets, expended funds, and remaining funds.
 6. Information regarding problems, delays, or adverse conditions which will materially impair the ability to meet the project objective.
- b) The Grantee agrees to comply with the additional reporting requirements identified below:
 1. The Grantee agrees to comply with the requirements of Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements. The MBE/WBE Utilization Forms must be submitted semi-annually and are due to the Department by April 30th and by September 30th (Appendix 2).
 - i. The Grantee accepts the following applicable Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) negotiated "fair share" goals/objectives:

Services:	MBE 2.43%;	WBE 1.37%
Supplies:	MBE 1.38%	WBE .28%
Equipment:	MBE 3.67%	WBE 1.54%

- ii. The Grantee received 80 percent or more of its annual gross revenues from federal contracts or grants;
- iii. The Grantee received \$25,000,000 or more in annual gross revenues from federal contracts or grants.
- iv. The Grantee is exempt from this reporting if the Grantee had a gross income from all sources under \$300,000 from the previous tax year.

Section 8. Insurance Requirements

a) With respect to its responsibilities as the Grantee, the Community will ensure it has at least the following types and levels of insurance protection Prior to inception of the Project and during the term of the Project, including warranty periods, the Community will, at its own expense, provide and maintain appropriate levels of insurance during the entire performance of the Project, from the commencement of any Project activity through the warranty period. The insurance must protect both the Community, and the Department from claims for injuries to individuals and property damage that may arise from or in connection with the performance of the Project by the Community and its agents, representatives and employees.

i. Workers Compensation

Provide amount as required by Alaska State Statute. Waive right of subrogation against project lead and the Department and provide proof that this waiver of subrogation has been granted by endorsement.

ii. Employer's Liability

\$100,000 per Accident
\$100,000 per Disease per Employee
\$500,000 per Disease, Aggregate

iii. Commercial General Liability

Must provide a Per Project Aggregate Limit as follows:
\$1,000,000 Aggregate per Project
\$1,000,000 per Occurrence

The Department shall be named as additional insureds. Waive right of subrogation against project lead and the Department and provide proof that this waiver of subrogation has been granted by endorsement.

This coverage shall be considered to be primary and non-contributory to any other insurance the State of Alaska whether through self-insurance or otherwise.

iv. Automobile Insurance

\$1,000,000 combined single limit per accident for bodily injury and property damage

The Department shall be named as additional insureds. Waive right of subrogation against the Department and provide proof that this waiver of subrogation has been granted by endorsement.

v. Builder's Risk/Course of Construction

(If required by the funding agency)

Sufficient to cover the total cost of construction, including costs associated with subsequent modifications and increased estimates.

The Department shall be named as additional insureds. Waive right of subrogation against the Department and provide proof that this waiver of subrogation has been granted by endorsement.

This coverage shall be considered to be primary and non-contributory to any other insurance carried by IHS or its designee or the State of Alaska whether through self-insurance or otherwise.

1. If the Community also serves as the project lead, and directly provides construction management services, the Community will ensure the following additional types and levels of insurance protection are established:

- i. Professional Liability

\$1,000,000 per claim

\$1,000,000 annual aggregate \$2,000,000

Proof of the professional liability insurance coverage must be provided for three (3) consecutive years after completion of the Project.

2. The Community may not substitute Section 314 protection for insurance with respect to activities performed by its contractors or subcontractors. The Community must ensure that sufficient insurance is in place with its contracts or subcontracts some or all of its responsibilities under the Project, either by purchasing the insurance itself or by requiring the contractor or subcontractor to do so.
- b) Insurance must be obtained from a duly licensed and approved Insurance Company with a financial rating through AM Best at A-VII or better.
- c) The insurance must provide for immediate notification to the Department of any non-renewal, cancellation or material change of the insurance. The policies must provide that any cancellation or material change that lowers the level of protection or is adverse to the project lead will not be effective for at least 30 days after the project lead has received written notice.
- d) Insurance must be kept in force for the life of the project, including any warranty periods if the Community has assumed project lead responsibilities.

- e) The insurance policy must preclude the insurer from asserting sovereign immunity as a defense against the Department.
- f) Certificates of insurance must be provided to the Department prior to the commencement of the project (or within 30 days after the need for additional protection is identified by one of the parties to the Project.) The certificates of insurance must be signed by the person authorized to bind coverage on the insurer's behalf. Any policy endorsements that restrict or limit coverage must be clearly noted on the certificate. The Department reserves the right to require complete, certified copies of any and all insurance policies.
- g) The Community will maintain a copy of the certificates of insurance of any contractors, subcontractors or consultants who are required to maintain insurance and will make copies available to the Department upon request.

The Community has a continuing responsibility to ensure it maintains adequate levels of protection and may be required to increase its level of coverage during the course of the Project. The levels on insurance specified are minimum requirements for the project and their cost is an allowable project expense. However, the Department cannot guarantee that these levels will be sufficient to protect the Community from any and all contingencies that might occur or that the insurer will remain solvent. If the Community believes additional insurance is appropriate, it may obtain it. To ensure that it will be an allowable project expense, the Community should seek advance approval from the Department. However, only the cost or portion of cost of insurance or similar coverage directly attributed to the project is an allowable project expense under this Agreement. Insurance for the Community's other activities, including Community owned vehicles, and is not a reimbursable project cost.

Section 9. Subcontracts-Obligations Regarding Third Party Relationships

The Grantee will remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. The Grantee will bind all contractors and subcontractors to each and every applicable provision in this Agreement. Each contract and subcontract for work to be performed with funds granted under this Agreement will specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from the contracts or subcontractor's performance or activities under the terms of the contracts and subcontracts.

Section 10. Design Documents

- a) The Grantee agrees to obtain all necessary plan and specification approvals from the Department prior to issuing a Notice to Proceed with construction to a contractor.

- b) Any design document developed in this Project will be provided to the Department for review and final approval.
- c) All labor related cost estimates developed as part of any design document will be based on a progressive, graduated scale of the current Minimum Rates of Pay published by the Alaska Department of Labor (available on-line at <http://labor.alaska.gov/lss/pamp600.htm> or hard copies may be obtained from the Department).

Section 11. No Assignment or Delegation

Unless otherwise allowed by this Agreement or in writing by the Department, any assignment by the Grantee of its interest in any part of this Agreement or any delegation of its duties under this Agreement without such approval shall be void.

Section 12. Inspection and Retention of Records

The Grantee shall allow the Department or its designees to examine all project related records at any reasonable time for the purpose of copying, audit, or inspection. The Grantee shall ensure that the Department, its contractors and consultants, have reasonable access to project facilities during the Project, and reasonable access for performance analysis and testing over the life of project facilities for no cost. The Grantee shall retain all project related records for five years following the completion date of the Project or three years after termination of the federal award, whichever is later.

Section 13. State and Department Held Harmless

As a condition of this Project, the Grantee agrees to defend, indemnify, and hold harmless the Department and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this funding or the project for which the funding is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of employees or agents of the Department or the State of Alaska.

Section 14. Termination

- a) The Grantee shall have no rights to compensation or damages for termination of this Agreement except as provided in this Section.
- b) In addition to all other rights available under law, the Department may terminate this Agreement for the convenience of the Department or for cause upon ten (10) days written notice.

- c) "Cause for termination" shall exist when the Grantee has failed to perform under these conditions, has provided incorrect or misleading information or has failed to provide information which would have influenced the Department's actions. In order for termination to be for cause, the Grantee's failure to perform or the Grantee's provision of incorrect, misleading, or omitted information must be material.
- d) If this Project is terminated for cause, the Grantee shall be entitled to no compensation. The Grantee shall reimburse the Department for all project funds expended by the Grantee or on the Grantee's behalf including interest accrued from the date of disbursement. The Grantee shall also reimburse the Department for any costs incurred to collect funds subject to reimbursement, and for any damages incurred by the Department as a result of the Grantee's failure to perform or provision of incorrect or misleading information. The Department may require the Grantee to return to the Department some or all of the project assets if this Agreement is terminated for cause.
- e) If this Project is terminated at the request of the Department for the sole reason of its convenience, the Grantee is not required to reimburse the Department for funds expended prior to the date of termination. If the Grantee has incurred costs under this Agreement, the Grantee shall only be reimbursed by the Department for eligible costs the Grantee incurred prior to the date of termination of the Agreement. However, prior to making any claim or demand for such reimbursement, the Grantee shall use its best effort to reduce the amount of such reimbursement through any means legally available to it. The Department's reimbursement to the Grantee shall be limited to the encumbered, unexpended amount of funds available under this Agreement.

Section 15. Compliance with Applicable Law and Funding Source Requirements

The Grantee shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein including, but not limited to: the Americans with Disabilities Act (ADA) of 1990; Equal Employment Opportunity Executive Orders; Copeland Anti-Kickback Act; Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Clean Air and Clean Water Act; and 2 CFR 200. The Grantee agrees to comply with all applicable grant terms and conditions imposed by the funding sources identified herein.

Section 16. Other Federal Laws and Executive Orders

Federal Laws and Executive Orders that may apply to this Agreement include, but are not limited to, the following: Archeological and Historic Preservation Act; Coastal Zone Management Act; Endangered Species Act; Environmental Justice, Executive Order 12898; Flood Plain Management, Executive Order 11988; Protection of Wetlands, Executive Order 11990; Farmland Protection Policy Act;

Fish and Wildlife Coordination Act; Magnuson-Stevens Fishery Conservation and Management Act; National Historic Preservation Act; Safe Drinking Act; Wild and Scenic Rivers Act; Demonstration Cities and Metropolitan Development Act; Uniform Relocation and Real Property Acquisition Policies Act; Cash Management Improvement Act; EPA's FY 1993 Appropriations Act; and Section 129 of the Small Business Administration Reauthorization and Amendment Act.

Section 17. Audit Requirements

The Grantee agrees that it will be bound by any audit requirements that may apply to this Agreement in accordance with 2 AAC 45.010 commonly referred to as the "Single Audit Regulation" and any applicable federal audit requirements. The Grantee acknowledges that it is responsible for compliance with federal and state single audit requirements and all other applicable audit requirements, and agrees to obtain all required audits.

Section 18. Administrative Order No. 199

The Grantee agrees to pay any employees hired for the Project, in accordance with a progressive, graduated scale of the current Minimum Rates of Pay published by the Alaska Department of Labor (available on-line at <http://labor.alaska.gov/lss/pamp600.htm> or hard copies may be obtained from the Department) for all work completed with funds made available for the Project.

Section 19. Declaration of Public Benefit

The parties acknowledge and agree, where applicable, that facilities shall be designed, constructed, owned and operated for the benefit of the general public and will not deny any person use and/or benefit of project facilities due to race, religion, color, sex, marital status, age, or national origin.

Section 20. Department Solid Waste Program Coordination

The Grantee agrees to coordinate any solid waste planning performed under this Project with the Department's solid waste program coordinator.

Section 21. Conflict of Interest

The Grantee must inform the Department immediately upon determination of any Conflict Of Interest (COI) as defined and described in the EPA's COI Policy found at <http://www.epa.gov/ogd/coi/htm> during the performance period of this Agreement via electronic mail.

Section 22. Acknowledgement of Funding

The Grantee will acknowledge federal and Department funding for all reports, brochures, videos, maps, and outreach materials produced by this Project with the following statement: "This Project has been funded wholly or in part by the

United States Environmental Protection Agency under (FAIN Number) to the Department of Environmental Conservation. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial projects mentioned in this document.”

Section 23. Copyrighted Material and Data

All designs, drawing, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this Agreement are public domain and will be used by the state and/or public without notice or compensation to the Grantee. The Grantee agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.

Section 24. Recycled Paper

The Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement. The Grantee agrees to give preference to the purchase of recycled materials.

Section 25. Debarment and Suspension

Prior to the offer of this Agreement, the Department has verified the Grantee is not included on the government wide suspension and debarment list. Failure to maintain this status may result in the termination of this Agreement. In addition, the Grantee will not award or permit any award to any party that has been debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs if the value of the subcontract is equal to or exceeds \$25,000. The Grantee may access suspension and debarment information at <http://www.sam>.

Section 26. Equipment

The Grantee shall purchase, use, manage, and dispose of equipment acquired under this Agreement with all applicable state or federal procurement laws as identified in Article B, Section 26 and 2 CFR 200.313.

- a) All equipment purchases with a cost of \$5,000 or more must have a rent versus purchase analysis supporting the purchase of the equipment as the most appropriate and cost effective mechanism to fulfill the project needs.
- b) Purchase of equipment with a unit cost of \$25,000 or more will require additional approval by the Department and the federal funding agency.
- c) Equipment purchased in part or wholly with federal funds shall be used by the Grantee in the project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal

funds. The Grantee shall be responsible for the operation and maintenance of equipment acquired with this Project.

- d) Property records must be maintained which will include a description, serial number or other identification number, source and title, cost and percentage of federal participation in cost, location, use and condition, and sale price and date of disposal. A physical inventory of the property must be taken at least once every two years. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of any property. Any loss, damage, or theft must be investigated.
- e) Disposition of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation. The Grantee must consult with the Department prior to disposition of equipment with a fair market value of \$5,000 or more.

Section 27. Procurement

The Grantee must comply with all applicable federal or state procurement laws in 2 CFR Part 200 Subpart D. The Grantee is required to follow fair and equitable procurement standards in the acquisition of all services, supplies, and materials. The Grantee must retain clear records of bid procedures. The Grantee will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- a) The Grantee will ensure that any subawards comply with standards in 2 CFR 200 Subpart D and are not used to acquire commercial goods or services.
- b) The Grantee must comply with the federal contract provisions as identified in 2 CFR Part 200, Appendix II (<http://www.ecfr.gov>).
- c) The Grantee will remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties, of the undertaking of all or any part of the Project described herein. The Grantee will bind all contractors and subcontractors to each and every applicable provision in this Agreement. Each contract and subcontract for work to be performed with funds granted under this Agreement will specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from the contractor or subcontractor's performance or activities under the terms of the contracts and subcontracts.
- d) Individual consultants retained by the Grantee shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries->

wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed.

- e) Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees” or similar charges refers to expenses added to the indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Section 28. Drug-Free Workplace

The Grantee must make an ongoing good faith effort to maintain a drug-free workplace as set forth in the Drug-Free Workplace Act of 1988.

Section 29. Hotel-Motel Fire Safety Act

The Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act. The Grantee may research the Hotel-Motel National Master List at <http://www.apps.usfa.fema.gov/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

Section 30. Prohibition Statement

The Grantee is advised that no employees may engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time this Agreement is in effect; or use forced labor in the performance of this Agreement.

The Grantee must inform the Department immediately of any information that is received from any source alleging a violation of the Prohibition Statement above.

Section 31. Changes to Project Scope

Any significant changes to the project scope of work must be approved by the Department. The scope of work for any design or construction project must remain consistent with the current Department approved Sanitation Master Plan, Comprehensive Plan, Feasibility Study, or Preliminary Engineering Report, if applicable.

Section 32. Village Safe Water (VSW) Policies

- a) The Grantee agrees to abide by the limits established for working hours in conformance with the VSW field directive for Project Labor Oversight (copy enclosed.)

- b) The Grantee agrees to comply with the established VSW Field Directives and Policies (copies enclosed):
 - 1. Nepotism on Force Account Projects
 - 2. Heavy Equipment Charge Rates for Force Account Project
 - 3. Superintendent Compensation Policy

- c) The Grantee agrees to comply with all applicable federal or state procurement laws in the absence of local procurement policies and procedures as identified in the following established VSW Policies and Procedures (copies enclosed).
 - 4. Village Safe Water General Procurement Policy and Procedure
 - 5. Village Safe Water Professional Services Procurement Policy and Procedure

ARTICLE C. CONSTRUCTION RELATED FUNDING CONDITIONS

Funding for construction related costs, including materials, labor, freight, and equipment will not be made available until the following conditions are fully met.

The Department reserves the authority to reduce funding under this Agreement or to rescind this grant and redirect funding, if these conditions cannot be met in a timely manner.

Section 1. Business Plan

Prior to obligation of funding for construction, the Grantee agrees to complete a comprehensive business plan for this Project that details annual operating costs (including operations and maintenance, repair and replacement, and capital replacement); identifies annual revenues (including user fees, local subsidies, and capital contributions); and describes the managerial structure for the utility. A business plan must be approved for each individual Village Safe Water grant.

Section 2. Operation & Maintenance Best Practices

Prior to obligation of funding for construction, the Grantee must achieve a minimum total score of sixty (60) points for Operation and Maintenance Best Practices. In addition, the total score must meet the two (2) point criteria in each of the Worker's Compensation Insurance and Payroll Liability Compliance categories. The Grantee agrees to maintain these criteria throughout the life of the Project. For additional information on the Operation & Maintenance Best Practices, current scores, categories, and scoring criteria the Grantee should contact the Department's assigned VSW Project Engineer as shown on the signature page of this Agreement.

Section 3. Environmental Determination

Prior to obligation of funding for construction, a review and determination of environmental effects for this Project will be completed according to policies and procedures established by the federal funding source. In addition, all pre-construction environmental requirements and stipulations will be completed prior to obligation of construction. Any mitigation measures identified through the environmental review will be fully implemented.

City of Bethel Action Memorandum

Action memorandum No.	18-20		
Date action introduced:	March 13, 2018	Introduced by:	City Manager Peter Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title: Authorizing the City Manager to negotiate and execute a contract amendment to the Professional Services Agreement with Carmen Jackson CPA originally executed on January 19, 2016/

Attachment(s): Original Contract, Draft Amendment #4

Department/Individual:	Initials:	Remarks:
City Attorney	<i>PB</i>	Required by BMC 4.20.410(G)
City Manager		

Amount of fiscal impact:		Account information:
X	No fiscal impact at this time.	

Summary Statement

On January 19, 2016, the City of Bethel entered into a contract for Professional Services with the accounting firm of Carmen Jackson CPA, LLC. Since then the contract has been amended three (3) times to reflect the growing needs of the City.

The finance department continues to see staff changes and continues to work on cleaning up past audit issues. To effectively handle the demands, the finance department requires the assistance of the trained personnel provided by Carmen Jackson CPA, LLC.

The firm of Carmen Jackson CPA, LLC was secured via a properly executed RFP process. The contract is effective until June 30, 2020.

This amendment will allow for the continued utilization of the needed services. If approved, the staff of Carmen Jackson CPA, LLC is anticipated to arrive in Bethel in late March to assist the City.

City Council approval of the amendment is required pursuant to the Bethel Municipal Code.

**Amendment # 4 to Professional Services Contract
For Accounting Services
Between City of Bethel and Carmen Jackson, CPA LLC
(Signed January 19, 2016)**

This Contract Amendment is made this _____ day of March, 2018 by and between the City of Bethel, a municipal corporation (hereinafter "City") and Carmen Jackson CPA, LLC (hereinafter "Contractor").

Pursuant to section 15 of the Contract for Accounting Services entered into between the parties on January 16, 2016, the parties hereby mutually agree to modify the Contract as follows:

Section 06, subsection D Compensation is amended to read:

D. Total annual compensation shall not exceed ~~Eighty-Five~~ **One Hundred Eighty Thousand (\$85,000) (\$180,000) Dollars** without the express written authorization of the City.

Section 07, subsection D Method and Time of Payment is amended to read:

D. It is expressly understood that in no event shall the total compensation due to the Accountant exceed ~~EIGHTY-FIVE~~ **ONE HUNDRED EIGHTY (\$85,000) (\$180,000)** DOLLARS unless this Agreement is modified, in writing and signed by both parties.

All other terms of the original Professional Services Agreement dated January 12, 2016 shall remain in full force and effect as though specifically incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be executed as of the date first written above.

CITY OF BETHEL

CARMEN JACKSON CPA LLC

Peter A. Williams
City Manager

Carmen Jackson
Owner

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONTRACT ACCOUNTING SERVICES**

THIS AGREEMENT made and entered into this ___19th___ day of January 2016 (Effective Date), by and between the CITY OF BETHEL (a municipal corporation) and CARMEN JACKSON CPA (an Alaska business).

Section 01 Definition

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Accountant" means CARMEN JACKSON CPA.

Section 02 Employment of Accountant

The City hereby agrees to engage the services of Accountant and the Accountant hereby agrees to perform the services hereafter set forth.

Section 03 Scope of Services

In accordance with the Request for Proposals (RFP) issued by City on October 23, 2015 and Accountant's Proposal, Accountant agrees to perform accounting services as requested by the Finance Director, or his designee, and agreed to by Accountant. Such accounting services to include, but not be limited to:

- Travel to Bethel for up to one full work week as necessary and previously agreed to between Accountant and City.
- Journal Entries;
- Accounts Payable processing;
- Payroll processing;
- Bank Reconciliations;
- Annual Audit Preparation;
- Grant Reporting;
- Budget Preparation;
- Sales Tax entries, reporting and reconciliation;
- Bookkeeping;
- Training onsite personnel

Additionally, Accountant agrees to complete a minimum of four (4) random sales tax audits annually of businesses operating within the City of Bethel for each year of the contract provided the City has not exhausted the total contract amount with other services requested. If the total contract amount is exhausted by other services requested by the City, an increase in the contract will be required to pay for the required number of sales tax audits.

Section 04 Personnel

Personnel shall be limited to employees or subcontractors of CARMEN JACKSON CPA.

- A. Professional Practices. All professional services to be provided by Accountant pursuant to this Agreement shall be provided by personnel experienced in their

respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional accountants and accounting personnel in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Accountant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Accountant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws/regulations that may affect Accountant's performance of this Agreement.

- B. Subcontractors: Accountant may utilize subcontractors without the need to obtain the consent of City. Accountant shall be solely responsible for all work performed by its subcontractors.

Section 05 Time of Performance

The services of the Accountant shall commence upon execution of this Agreement by the City Manager and shall continue until no later than June 30, 2020. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 06 Compensation

- A. Subject to the provisions of this Agreement, the City shall pay the Accountant as outlined in the Engagement Letter (attached as Appendix A), attached hereto and incorporated herein by reference, for services required by this Agreement.
- B. Airfare will be reimbursed at actual cost with Accountant purchasing the lowest fare possible and purchasing the travel at least two (2) weeks in advance whenever possible to keep costs down. No rental vehicles will be reimbursed. Lodging and per diem will be reimbursed at the current CONUS Rates notwithstanding any other earlier written or verbal communication.
- C. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Accountant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Accountant may incur in the performance of its obligations under this Agreement have already been included in computation of the Accountant's fee and may not be charged to the City.
- D. Total annual compensation shall not exceed ***Fifty Thousand (\$50,000) Dollars*** without the express written authorization of the City.

Section 07 Method and Time of Payment

- A. Accountant shall invoice City on a monthly basis and City's payments are due within thirty (30) days of each invoice date. Such payments shall constitute the full and complete compensation for the Accountant's professional services. A billing is a summary of expenditures to date by line item categories (e.g.,

Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures must be submitted with billings.

B. No payment will be disbursed until the work and associated expenditures are invoiced and have been approved by the City.

C. All invoices must be submitted in duplicate and addressed as follows:

Finance Director

City of Bethel

PO Box 1388

Bethel AK 99559-1388

D. It is expressly understood and agreed that in no event shall the total compensation due the Accountant exceed FIFTY THOUSAND (\$50,000) DOLLARS per year unless this Agreement is modified, in writing and signed by both parties.

Section 08 Relationship of the Parties

A. Independent Contractor: Accountant is and shall be acting at all times as an independent contractor and not as an employee of City. Accountant shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, Unemployment Compensation, and other payroll deductions for Accountant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Accountant agrees to have all of its Employees and subcontractors complete an acknowledgment form provided by the City indicating they understand that at no time will they be acting as an employee of the City. (see Appendix B)

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Accountant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

Section 09 Ownership of Documents

All findings, reports, documents, information and data paid for by the City including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Accountant or any of its subcontractors in the course of performance of this Agreement, shall be for and remain the sole use of City. City agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of both City and Accountant. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Accountant. City shall indemnify and hold harmless Accountant from all claims, damages, losses, and

expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Accountant.

Section 10 Confidentiality

Any City materials to which the Accountant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Accountant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Accountant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Accountant as necessary to accomplish the rendition of services set forth in this Agreement. Except as otherwise provided by law, Accountant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

Section 11 Responsibility for Errors

Accountant shall be responsible for its work under this Agreement. In the event that an error or omission attributable to Accountant occurs, then Accountant shall, at no cost to City, provide all necessary policies, estimates and other Accountant professional services necessary to rectify and correct the matter in accordance with accounting principles generally accepted in the United States of America.

Section 12 Insurance

- A. Minimum Scope and Limits of Insurance. Accountant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:
1. Worker's Compensation Insurance – As required under AS 23.30.045 et seq.
 2. Commercial General Liability with limits of not less than Three Hundred Thousand (\$300,00) Dollars combined single limit per occurrence;
 3. Comprehensive Automobile Liability – Covering all vehicles used by Accountant in the performance of this Agreement, with coverage not less than One Hundred Thousand (\$100,00) Dollars per occurrence;
 4. Professional Liability Insurance – covering all errors, omissions or negligent acts of the Accountant, subcontractor or anyone directly or indirectly employed by them, made in the performance of this Agreement, which results in financial loss to the City. Coverage limits of not less than One Hundred Thousand (\$100,000) Dollars per occurrence.
- B. Endorsements. Whenever feasible and as allowed by law, all policies of insurance shall contain or be endorsed to contain the following provisions:
1. Should any of the described policies be canceled or materially changed in coverages provided before expiration thereof, City, as certificate holder, will be provided no less than forty-five (45) days written notice.
 2. Other insurance: "Any other insurance maintained by the City of Bethel shall be excess and not contributing with the insurance provided by this policy."

- C. Certificates of Insurance: Accountant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.
- D. Non-limiting: The requirement for this section shall not be construed as a representation that such insurance coverage is adequate or limits Accountant's liability.

Section 13 Defense and Indemnification: Accountant to City

To the fullest extent permitted by law, the Accountant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnities") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Accountant or the performance of this Agreement by the Accountant (including its subcontractors and suppliers).

It is expressly intended by the parties that Accountant's indemnity and defense obligations shall apply, and Indemnities shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnities, or any of them, and whether or not such Indemnities negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Accountant's indemnity and defense obligations shall cover the acts or omissions of any of Accountant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Accountant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Accountant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Accountant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Accountant may

have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Accountant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Section 14: Defense and Indemnification: City to Accountant

To the fullest extent permitted by law, City assumes liability for and shall save and protect, hold harmless, indemnify, and defend the Accountant and its officials, officers, sub contractors, and employees (all the foregoing, hereinafter collectively, "Indemnities") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the actions or inactions of City or the performance of this Agreement by the City.

It is expressly intended by the parties that City's indemnity and defense obligations shall apply, and Indemnities shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnities, or any of them, and whether or not such Indemnities negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

City's indemnity and defense obligations shall cover the acts or omissions of any of City's elected officials, officers and employees.

The City's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of City's personnel practices or from any allegation of an injury to an employee of the City or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the City may have with respect to the Accountant which may otherwise exist. If any judgment is rendered against the Accountant or any of the other individuals enumerated above in any such action, the City shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Section 15 Modifications

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments signed by both parties.

- A. Additional Services. Accountant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless prior to Accountant performing the additional services, the City approves such additional services in writing and in advance. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

Section 16 Equal Employment Opportunity

The Accountant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Accountant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identification, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Accountant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Accountant will, in all solicitations or advertisements for employees placed by or on behalf of the Accountant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. The Accountant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

Section 17 Termination of Agreement for Cause

If, through any cause, the Accountant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Accountant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Accountant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

If, through any cause, the City shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, the Accountant shall thereupon have the right to terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Accountant shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work invoiced and completed in accordance with accounting principles generally accepted in the United States of America in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 18 Termination for Convenience

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. In no event shall notice be less than thirty (30) days prior to termination. The Accountant shall be entitled to receive compensation for all work completed prior to termination of this Agreement but only for work completed in accordance with accounting principles generally accepted in the United States of America in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Accountant, Section 16 of this Agreement shall govern the rights and liabilities of the parties.

Section 19 Causes beyond Control

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

Section 20 Assignability

- A. The Accountant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Accountant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Accountant shall be responsible to the

City for any moneys due the assignee of this Agreement which are paid directly to the Accountant.

Section 21 Permits, Laws and Taxes

- A. The Accountant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Accountant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Accountant shall pay all taxes pertaining to its performance under this Agreement.
- B. Prior to commencing any work for the City, Accountant shall provide the City with copies of the following:
 - 1. Copy of current State of Alaska Business License;
 - 2. Copy of current City of Bethel Business License;
 - 3. Copy of insurance certificates indicating compliance with all insurance requirements of Section 12 above.
 - 4. Computer Access Agreement

Section 22 Agreement Administration

- A. The Finance Director, or his designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Accountant shall be administered, supervised, and directed by Carmen Jackson. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement are unable to serve for any reason, the Accountant shall appoint a successor in interest subject to a written approval of the City of Bethel.

Section 23 Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein:

- 1. City's Request for Proposals
- 2. Accountant's Proposal
- 3. Accountant's Engagement Letter

Section 24 Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 25 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 26 Understanding

The Accountant acknowledges that the Accountant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 27 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City Attorney
City of Bethel
PO Box 1388
Bethel AK 99559

Accountant: Carmen Jackson, Owner
Carmen Jackson, CPA
3500 N. Wolverine Drive
Wasilla AK 99654

Section 28 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in a Superior Court in the State of Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

Section 29 Non-Waiver

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Section 30 Non Exclusive Agreement

Accountant acknowledges that City may enter into agreements with other Accounting Firms for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

CITY OF BETHEL



By: Ann K. Capela

Title: City Manager

Dated: 01/19/16

CARMEN JACKSON CPA



By: Carmen Jackson

Title: Owner

Dated: January 19, 2016



CITY OF BETHEL REMOTE COMPUTER ACCESS AGREEMENT

This Remote Computer Access Agreement (hereinafter "Agreement") entered into this 12th day of January 2016, by and between the City of Bethel (hereinafter "City") and

Name of Company: Carmen Jackson CPA
Principal Agent: Carmen Jackson
Address: 3500 N. Wolverine Drive
City, State, Zip: Wasilla, AK 99654
Tax ID No: 47-2701898

(hereinafter "Client")

The purpose of this Agreement is to establish appropriate use of City of Bethel financial information, accounts and computer information. The City computer systems and networks are provided to support the mission of the City. Computer clients do not own accounts on the City's computers, but are granted the privilege of exclusive use of an account. At all times, clients using the City's network and accounts must adhere to legal, ethical and confidentiality standards. Failure to comply with acceptable standards may result in suspension or revocation of privileges.

In consideration of the promises contained herein, Client and City agree as follows:

1. Access to Computer System

Subject to the provisions of this paragraph, City shall allow Client controlled access to its Casselle Program, to conduct activities on behalf of the City. Such activities include, but are not limited to, bank reconciliation, Accounts Payable transactions, Accounts Receivable Transactions, Sales Taxes and the Posting of W2 forms for the IRS. Client's access to City's computer system shall be limited to those portions of Casselle designated by City.

2. Confidential and Proprietary Information

- a. Client understands and acknowledges that any and all of City's information, data or documentation accessed by Client is considered confidential and/or proprietary (hereinafter referred to as "Confidential Information"). City's Confidential Information includes, but is not limited to, information from Casselle, the accounting department, the IRS, banks, vendors, payees and payors.
- b. Client, as well as its officers, directors, subcontractors and employees, shall at all times preserve the confidentiality of all Confidential Information and/or the proprietary system and shall not at any time, in manner or form, directly or indirectly, copy, disclose, duplicate, download, license, sell, reveal, divulge, transfer, publish or communicate, in whole or in part, any such Confidential Information and/or the proprietary system to any third party, except as provided below.

- c. Client agrees that it will only disclose the Confidential Information as required by the Professional Services Agreement or as required by Law.
- d. Client agrees that it will not use or disclose the Confidential Information for employment related actions or decisions.
- e. Client will require any billing agency, clearinghouse or other such agent, that is permitted through an agreement with Client to access City's information, to provide reasonable assurance, evidenced by written contract, that such billing agency, clearinghouse or other agent will comply with the privacy and security safeguard obligations of Client and City with respect to City information.

3. Privacy of Computer and Network Client Information

The CITY's IT will do its due diligence in taking every precaution possible to protect and secure data. Data security is a partnership between CLIENT and the CITY. The same security standards that apply to paper files should be applied to electronic files. CLIENT is responsible for maintaining a level of confidentiality in accordance with their role as the CITY.

It should be noted that the CITY monitors and randomly inspects all access to its Computer Systems. Communications and transmissions between CITY and CLIENT or access to CITY's computer systems may be monitored at any time without notice. CLIENT should have no expectation of data privacy when using the CITY's network.

The CITY does not monitor transmissions for the purpose of censorship, but may monitor transmissions should a violation of regulations be alleged. Authorized personnel within the Information Technology office may also monitor transmissions in the course of performing routing maintenance or troubleshooting network or account problems.

System administrators may examine or make copies of files that are suspected of misuse or that have been corrupted or damaged. CLIENT files may be subject to search by law enforcement agencies under court order if such files contain information which may be used as evidence in a court of law. IT professional staff may access CITY-owned computers to perform system maintenance either on-site or using remote tools as necessary without prior notification.

4. Protection of Data

By entering into this Agreement, CLIENT acknowledges its responsibility to ensure the confidentiality, integrity and availability of all forms of CITY information in a manner consistent with its sensitivity. CLIENT accepts responsibility to provide reasonable physical security for all of CITY's information and resources issued to provide remote access. CLIENT agrees to implement and maintain the following mandatory countermeasures on equipment used to process CITY information:

- a. Configure computers to not automatically "remember" CITY passwords.
- b. Do not share or reveal CITY usernames and passwords to anyone (including family members) to prevent unauthorized access to CITY IT Systems and Data.
- c. Install and configures to automatically update (at least bi-monthly), and run anti-virus software on equipment used for remote access.
- d. Install and update (at least monthly) security related patches on CLIENT owned devices that can be patched.

- e. Clear browser history and cache and close browser when finished with remote access needs for CLIENT owned equipment.
- f. Encrypt authentication credentials.
- g. Do not save CITY information and applications on the hard drive of the remote access computer unless such information is required as supporting work papers for client to maintain professional standards.
- h. Agree to comply with regularly scheduled maintenance requirements for CITY resources.
- i. Never configure remote access computers as servers (e.g., web servers, private email servers, etc.)
- j. Install and use password-protected screensavers when idle for fifteen (15) minutes or more.
- k. Anti-virus software is required on all equipment connecting to the City's computers.
- l. A personal firewall is required on CLIENT-owned equipment and on personally owned equipment when broadband technologies are used.
- m. Remote access users will maintain hardware and software as requested by the CITY's IT Department.

5. Computer Incidents

CLIENT also acknowledges the possibility, however small, that such information could potentially be viewed or downloaded by other than those intended as a result of CLIENT's remote access. CLIENT fully understands that it is their duty to exercise due care in protecting this information and to immediately report an unauthorized disclosure or compromise to the CITY so that appropriate procedures may be initiated. CLIENT further understands that, if required by law, by and after proper coordination (properly executed warrants, etc.) with law enforcement authorities, the device used to gain remote access may be temporarily seized for the purpose of forensic examination and sanitizing of compromised information. During that process, CLIENT understands there is a risk that system files and programs may be erased or damaged, or that unintentional damage may occur to the computer hard drive.

6. Limited Use

Client agrees that it shall use the Confidential Information only to perform activities, as described in the Professional Services Agreement. Client shall not, under any circumstances, use the Confidential Information to perform any other services other than those designated in the Professional Services Agreement.

7. Unacceptable Conduct

Following are unacceptable conduct:

A. Compliance

- Illegal use or misconduct of any kind (including but not limited to copyright infringement)
- Violation of local, state or federal laws;
- Using peer-to-peer file sharing unless specific instances are authorized by the CITY

B. Network and Internet Access

- Connecting unauthorized devices to the City network. **No network access device, including but not limited to wireless access points, switches, routers, hubs, network based storage, pico cell technology or personal DHCP servers, may be connected to the CITY network without authorization from IT.**
- Modifying or extending network services and network wiring without the prior written consent of the CITY's IT.
- Unauthorized access;
- Use that disrupts the work of others either locally or on the Internet including initiating "spam" email or use that results in technical difficulties. In either case, IT will take all steps necessary to protect the network.
- Using TCNJ resources to send mass emails without administrative approval will be considered "spam" and will be considered a violation of this Agreement.
- Masquerading your identity, impersonating other persons or businesses or misrepresenting the CITY via email, instant message or other Internet presence will be considered a violation of this Agreement.
- Installing software that may compromise the security of CITY owned equipment.

C. Data Protection/Privacy

- Providing access to anyone other than CLIENT's employees or subcontractors for any purpose other than those that are in direct support of the Professional Services Agreement;
- Forging the identity of a client or a machine in and electronic communication.
- Use of CITY owned computer facilities by unauthorized personnel;
- Unauthorized attempts to circumvent data protection schemes or uncover security flaws. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data.
- Attempting to monitor or tamper with another client's electronic communications, or reading, copying, changing or deleting another client's files or software without the explicit agreement of the CITY.
- Use of a computer account that was not assigned to CLIENT by the CITY's IT, unless multiple access has been authorized for the account and/or the owner of the account has specifically given you access.
- CLIENT must make a reasonable attempt to protect their account/access from being accessed by others. This includes having a secure password and maintaining proper access permissions on sensitive files.
- It is CLIENT's responsibility to use strong passwords and to change those passwords often. Passwords should not be shared or written down or displayed publicly.

8. Prohibition Against Third Party Access

Client agrees that it will not act as an electronic "hub" or "switch" allowing other third parties to access, via Internet, or any other method, City's information systems through Client's access path, as authorized under this Agreement, without the prior written consent of the City.

9. Indemnification

Client will access the Confidential Information from City and in accessing this information obtained by City, Client agrees to indemnify and hold harmless City for damages, lawsuits, judgments, expenses and attorney fees incurred by City: (1) as a direct result of negligence, gross negligence, bad faith, dishonesty or criminal conduct on the part of Client, its employees, its officers, directors or subcontractors in the use of the aforementioned Confidential Information; (2) as a result of Client's releasing the Confidential Information to any third-party, or as a result of the Client, providing access of the information to an individual who does not have an important business need.

10. Applicable Law

The validity, performance and construction of this Agreement will be governed by the laws of the State of Alaska.

11. Complete Agreement

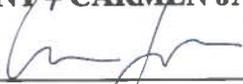
This Agreement, as well as the Professional Services Agreement, and any other required and duty executed attachments, all of which are incorporated by reference and made a part of this Agreement, constitutes a final written expression of all terms of the Agreement between City and Client and is a complete and exclusive statement of those terms and no representations, statements or other Agreements, oral or written, made prior to the execution of this Agreement shall be valid. No addition to or modification of any provision of this Agreement will be binding upon CITY or upon CLIENT unless made in writing and signed by duly authorized representatives of CITY and of CLIENT respectively.

12. Termination

Either party may terminate this Agreement, with or without cause, upon ten (10) days written notice. If this Agreement terminates, CLIENT agrees that the terms, rights, duties and conditions contained in Paragraph 2 and Paragraph 10 shall survive the termination of this Agreement. The parties also agree that CITY may terminate this Agreement immediately without notice, in the event CLIENT violates the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers who have been duly authorized to execute this Agreement.

CLIENT ✓ CARMEN JACKSON CPA



By: Carmen Jackson

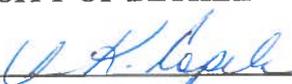
CPA/Owner

Title

January 12, 2016

Date

CITY OF BETHEL



By: Ann K. Capela

City Manager

Title

01/19/2016

Date

CPA • CARMEN JACKSON

December 10, 2015

Ann Capela, City Manager
City of Bethel
PO Box 1388
Bethel, AK 99559

Dear Ann:

I appreciate the opportunity to work with you. This letter is to confirm and specify the terms of my engagement with you. I hope to better meet your expectations of service by clearly identifying the particular services to be provided and their frequency. The services will cover the fiscal year ending June 30, 2016.

You are responsible for assuming all management responsibilities, and for overseeing any accounting services or other services I provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience. In addition, you are responsible for evaluating the adequacy and results of and accept responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, I will inform you of any material errors and of any evidence of information that comes to my attention during the performance of my procedures, that fraud may have occurred. In addition, I will inform you of any evidence or information that comes to my attention during the performance of my procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. I have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. I am not a forensic accountant and do not possess credentials as such.

I have indicated the services that I expect to provide. The frequency of the services will be on site for one week per month plus additional hours via remote access as requested. Please review the information below and make any changes necessary.

- journal entries
- accounts payable processing
- payroll processing
- bank reconciliations
- annual audit preparation
- sales tax audits
- grant reporting
- budget preparation

Carmen Jackson is the engagement partner and is responsible for supervising the engagement and signing reports or authorizing another individual to sign.

To ensure that my independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform me before entering into any substantive employment discussions with any of my personnel.

I may from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third- party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

Fees for these services will be \$125 per hour for CPA services, \$85 per hour for Accounting Assistant, and \$65 per hour for Administrative staff. You will also be billed for my-of-pocket costs such as report production, word processing, postage, travel, lodging, etc. No retainer will be required for this engagement. All fee estimates are based on anticipated cooperation from you and/or your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you before I incur the additional costs. My invoices for these fees will be rendered each month or on a per event basis and are payable on presentation.

In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If I elect to terminate services for nonpayment, the engagement will be deemed to have been completed upon written notification of termination, even if I have not completed a report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket expenditures through the date of termination.

You may request that I perform additional services not contemplated by this engagement letter. If this occurs, I will communicate with you regarding the scope of the additional services and the estimated fee. I may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from me documenting such additional services my services will continue to be governed by the terms of this engagement letter.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of me engagement. If you have any questions, please let us know. If you

agree with the terms of the engagement as described in this letter, please sign the enclosed copy and return it to me.

If you have any questions, please do not hesitate to contact me. I appreciate the opportunity to work with you.

Sincerely,



Carmen Jackson, CPA

Accepted by:


Ann Capela
Date

Comments or additional requests:

City of Bethel Action Memorandum

Action memorandum No.	18-21		
Date action introduced:	March 13, 2018	Introduced by:	City Manager Peter Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title: Authorizing the City Manager to negotiate and execute a contract with Hughes Fire Equipment/Pierce for the purchase of a ladder truck for the fire department.

Attachment(s): Price quote from Hughes Fire Equipment/Pierce; Lease Estimates

Department/Individual:	Initials:	Remarks:
City Attorney	<i>PB</i>	Intergovernmental Purchases covered under BMC 4.20.110(c), 4.20.200 and 4.20.210
City Manager		

Amount of fiscal impact:		Account information:
\$68,000	Fiscal Impact: At Lease Signing	10-16300

Summary Statement

During the FY18 budget, the City Council approved the purchase of a ladder truck for the fire department via a financing agreement. The Fire Department was able to locate a ladder truck within the allotted budget amount through an inter-governmental agreement. The use of purchases through governmental agreements are expressly allowed in Bethel's purchasing Code: BMC 4.20.110(C), 4.20.200 and 4.20.210.

In this case, the City would purchase the ladder truck through an RFP solicited by the Public Purchasing Authority (PPA), an intergovernmental authority created pursuant to the laws of the State of Oregon and authorized under Alaska Statute AS 36.30.700-.790. While the PPA has outsourced the management of the contract to a private entity, nppgov.com, the procurement itself was conducted by the inter-government agency, was scored and vetted by the inter-government agency and is supported by the inter-government agency: PPA.

Utilizing the buying power of the inter-government agency, PPA, a cooperative of fire and police departments, the City is able to take advantage of significant savings in the cost of the ladder truck and in the time and resources for the procurement.

Payment terms for the ladder truck will be via a lease-to-own purchase agreement through Community First National Bank (separate Resolution included in this packet).



Phone: 888.777.7850
 Fax: 888.777.7875
 Cell: 785.313.3154
 215 S. Seth Child Road
 Manhattan, KS 66502
www.clpusa.net

February 17, 2018

Customer Name: Bethel, AK
 Jim Chevigny, City Manager / Bill Howell, Chief

Equipment: One New Rosenbauer Ladder Truck
 Sales Representative: General Fire
 Delivery: TBD

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

~~Option 1~~

Total Cost:	\$ 879,000.00	Payment Frequency:	Annual	
Down Payment:	\$ 68,000.00	First Payment:	August 1, 2018	
Trade In:	\$ -			
Amount Financed:	<u>\$ 811,000.00</u>			
Term in Years:	<u>7</u>	10	12	15
Payment:	\$131,275.21	\$97,102.22	\$84,032.28	\$71,071.70
Factor:	0.161868	0.119731	0.103616	0.087635
Interest Rate:	3.79%	3.84%	3.89%	3.94%

Option 2

Total Cost:	\$ 879,000.00	Payment Frequency:	Annual	
Down Payment:	\$ 68,000.00	First Payment:	One year from closing	
Trade In:	\$ -			
Amount Financed:	<u>\$ 811,000.00</u>			
Term in Years:	<u>7</u>	10	12	15
Payment:	\$134,093.60	\$99,213.97	\$85,883.17	\$72,656.90
Factor:	0.165344	0.122335	0.105898	0.089589
Interest Rate:	3.79%	3.84%	3.89%	3.94%

- Interest rates are fixed for terms up to 10 years. For terms greater than 10 years, upon receipt of the 7th payment, at sole discretion of the Lessor, the remaining payments can be adjusted based on an index determined at contract issuance and then will remain fixed for the remaining term.
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-888-777-7850.

Respectively,

Blake J. Kaus
 Vice President & Director of Leasing
blakekaus@clpusa.net



March 5, 2018

City of Bethel, Alaska
One (1) Enforcer 107' Ascendant Stock 30856 AK766
Build Location: Pierce Facility, Appleton, Wisconsin
Current Location: Virginia

	Purchase Utilizing FireRescue GPO
Proposal Price	\$ 900,920.00
Customer Fire Equipment Allowance	2,236.00
Proposal Price Including Customer Allowance	\$ 903,156.00
GPO Fee	2,000.00
Proposal Price including Consortium Fees	\$ 905,156.00
Less payment upon completion @ factory discount	(10,356.00)
* Deduct for 100% pre-payment with contract If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.	(5,910.00)
Subtotal including all pre-pay discounts	888,890.00
Less customer drive-out discount (Pierce Facility to Tacoma, WA) If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.	(9,890.00)
Proposal price including discounts	879,000.00

Terms:

This unit is currently in Virginia and will be transferred to the Pierce Facility in Appleton, Wisconsin upon contract execution for additional changes. Delivery will take place after all customer requested changes have been performed at the factory.

A performance bond will be provided.

The above quote is subject to change.

This stock unit is sold on an As is basis with a Pierce (1) year bumper to bumper warranty and any remaining vendor warranties.

If payment discount options are not elected standard payment terms will apply. Final payment will be due 30 days after the unit leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

An invoice will be provided upon order processing for the 100% prepayment if elected. The 100% prepayment must be received by Hughes Fire Equipment no later than March 30, 2018.

This stock unit is available on a first come / first serve basis.

The proposal price is based on the unit being purchased through FireRescue GPO / NPPGov. This pricing is only valid for a FireRescue GPO / NPPGov purchase on PPA MPA for RFP No. 1420.

If the drive-out discount is taken, the customer will be responsible for transportation of the unit to be driven from the factory. All costs for the transport will be the responsibility of the customer.

Customer will be responsible for all inspection trip expenses.

Capital Asset Fund (58-50)		FY18 Approved Capital Budget
CAPITAL ADDITIONS:		6.15
10-16300	General Fund - IT	45,000
10-16300	General Fund - Fire	75,000
10-16300	General Fund - Streets & Roads	84,504
10-16300	General Fund - Bus Barn	
10-16300	General Fund - Office Roof	
10-16300	General Fund - Senior Center - Security	
10-16300	General Fund - Senior Center - Remodel	
51-16300	Water & Sewer - Boilers	220,000
51-16300	Water & Sewer - Transfer Switch	
51-17700	Water & Sewer - Water Distrib System - A Loop	
51-17700	Water & Sewer - Water Distrib System - B Loop	
51-17700	Water & Sewer - Water Distrib System - C Loop	
52-15600	Municipal Dock - Seawall	
52-16100	SBH - Dredging/Embankment	
Total Capital Additions		424,504
CAPITAL EXPENDITURES:		
10-10100	General Fund	204,504
51-10100	Water & Sewer	220,000
51-10100	Water & Sewer: COB cash & loan match	
51-10100	Water & Sewer - Water Distrib System - A .2 @ \$9.0mm	
51-10100	Water & Sewer - Water Distrib System - B: .2 @ \$8.0mm	
51-10100	Water & Sewer - Water Distrib System - C: .2 @ \$11.9mm	
51-10100	Water & Sewer: Federal Infrastructure Funding	
51-10100	Water & Sewer - Water Distrib System - A .8 @ \$9.0mm	
51-10100	Water & Sewer - Water Distrib System - B: .8 @ \$8.0mm	
51-10100	Water & Sewer - Water Distrib System - C: .8 @ \$11.9mm	
52-12300	Municipal Dock - Seawall Maintenance	
52-12300	SBH - Dredging/Embankment: 25% Match	
52-12300	SBH - Dredging/Embankment	
Total Capial Expenditures		424,504
Net Change to Fund Balances		-

City of Bethel Action Memorandum

Action memorandum No.	18-22		
Date action introduced:	March 13, 2018	Introduced by:	Parks/Rec/Aquatic Comm
Date action taken:		Approved	Denied
Confirmed by:			

Direct Administration to appoint and identify one staff member to act as the primary contact in the City for the 4th of July festivities.

Route to:	Department/Individual:	Initials:	Remarks:
✓	City Manager Pete Williams		
✓	Finance Director Jim Chevigny		
✓	PW Director Bill Arnold		

Attachment(s): There are no attachments submitted.

Amount of fiscal impact:		Account information:
x	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required.	

The City Of Bethel 4th of July celebration is historic and has been planned by the City's Administration in previous years as the City has the resources to manage such an event. At the February 12, 2018 Parks, Recreation, Aquatic Health & Safety Center Committee meeting an Action Memorandum was passed requesting the City Administration to identify one staff member to act as the primary contact for coordination, as to ensure there is adequate time to prepare for this years event.

City of Bethel Information Memorandum

Information Memo No.	18-03		
Date introduced:	March 13, 2018	Introduced by:	Peter Williams, City Manager
Amended actions:			
Confirmed by:			

Title: City Invokes BMC 4.20.180 Emergency Procurements Section to Handle Lift Station Failure.

Attachment(s): None.

Department/Individual:	Initials:	Remarks:
Administration/Peter Williams	JS	PW
Public Works/Bill Arnold	BA	

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
X	Funds in City Budget.	51-86-669
	Funds not in City Budget.	

Summary Statement

The City of Bethel, Public Works Department, hired Sea Lion Electric on a temporary and emergency basis to investigate why the electrical system governing the automatic operation of the City Main Lift Station failed on February 7, 2018. The hiring of Sea Lion Electric represented a deviation from the City's contract with TecPro Ltd., the City's pre-bid electrical services firm.

The immediate hiring of one or more local electricians have in the past been able to quickly troubleshoot the problem, identify a solution, and implement the solution. Unfortunately, Sea Lion Electric was not able to identify the nature of the lift station electrical problem. TecPro was contacted, came out to Bethel, and was able to identify the problem after spending about 6.5 hours in service. TecPro has since ordered the parts needed and will complete the repairs shortly.

Mayor's Report



March 5, 2018

City Council Members:

The City of Bethel updated the Bethel Municipal Code sales tax sections in September 2017. These changes included edits to the nonprofit-related portions of the tax code.

Nonprofit groups later received a letter in December from the City of Bethel Finance Director. The letter offered interpretations of the BMC and a reporting structure that were not discussed in the years-long finance committee meetings or at Council meetings. A copy of this letter is attached.

CONCERNS

Collectively, in response to this letter as well as concerns about changes to the Bethel Municipal Code sales tax revisions in BMC Sections 4.16.160 and 4.16.180, the nonprofit community would like to express concern about and bring your attention to the following:

- 11/21/17 Letter, Item 4. This section addresses fundraisers, and states that nonprofit organizations should be collecting sales tax from supporters at fundraiser events. The BMC code itself exempts 2 charitable events per year. This instruction letter does not reflect the exemption.
- 11/21/17 Letter, Item 4. This paragraph also mentions raffles. Raffles are Gaming activities, and subject to the gaming fee and structure. Gaming should follow the Gaming fee structure. This instruction letter does not reflect the separate process.
- 11/21/17 Letter, Item 4. T-shirt sales and bake sales. Occasional sales and sales that do not compete with private business should be exempted by the BMC. Sales tax collection on occasional sales requires significant accounting structures, processes and reporting procedures from which nonprofits are generally exempt. Stating that nonprofits should

simply pass the cost of sales tax on to a consumer over-simplifies what, in the finance and business offices of these organizations, requires substantial collection, tracking and reporting time separate from typical nonprofit business practices. Collecting sales tax in these organizations also becomes very difficult at the level of individual transactions. For example, most nonprofits do not operate like for-profit businesses with cash registers, cash drawers and the ability to make change for pennies on the dollar. Additionally, it requires staff time or contractor time to manage the accounting and reporting of these negligible transactions- costs that will likely negate any revenue the nonprofit is attempting to earn with these occasional sales. This requirement requires more investment than benefit for anyone, including the City of Bethel.

- 11/21/17 Letter Item 6. Reporting. This letter indicates that nonprofits should report monthly sales tax. This is onerous and an inefficient use of resources for both the nonprofit groups - many of which are run only by volunteers in our community- and the City of Bethel, which would likely be receiving, reading and tracking monthly reports indicating zeroes. We suggest that the City request an annual report and payment if sales tax is due because these amounts will be negligible, and that a comprehensive report be required at the time the nonprofit renews its tax exemption certificate with the City of Bethel to ensure that no sales tax-eligible payments in a four-year window were missed. This will improve efficiencies for all parties.

Our nonprofit community believes we have no bad actors among us. We are contributors to this community, pay sales tax when our income streams compete with comparable businesses in the private market, and subsidize the City heavily. We bring these issues to Council's attention because we wish to approach these problems as partners and identify solutions.

Facts about which Council may not be aware:

- Bethel Community Services Foundation collects and pays sales tax on all lease agreements for properties that are not rented to nonprofit groups.
- None of the nonprofits who have discussed the issue of sales tax, large or small, are concerned about exemptions for mission-related activities such as nonprofit-operated thrift stores. It has come to our attention that City administrators have posed the issue of potential lawsuits as excuses for refusing to modify the BMC in the way that best fits our community. All participating nonprofits believe thrift stores operated by nonprofits and occasional sales such as t-shirts, auctions and bake sales should be exempt.
- Nonprofits that do operate retail establishments that could be seen as competing with private businesses have updated- at significant expense- their equipment to include cash registers that can track sales appropriately, as required by the City, and are paying sales tax on those transactions. The VFW is an example of a nonprofit that has complied with this requirement.
- Members of our nonprofit community and the Foraker Group have contacted other communities in our state to examine whether any of those cities are requesting that

nonprofits collect sales tax from their supporters or from their nonprofit-run thrift stores. The only example we can find that has any similar taxation structure is not from a municipality, but from the Kenai Peninsula Borough. In that instance, the borough offers both a threshold for ongoing sales and an exemption for all occasional and intermittent sales.

We see the City of Bethel as an essential partner. All nonprofit organizations in this community partner with the City on some level, and often make major investments that benefit the City - from infrastructure to equipment to training to partnerships- and its employees.

Examples of services provided to the City of Bethel itself or the community in general are as follows:

Bethel Friends of Canines:

-Saved over 1,000 dogs by removing them from the pound. Estimate savings to the City of Bethel at more than \$6,000 per year.

-Provided spay/neuter clinics for 60 dogs and 6 cats last year and vaccinated more than 50 dogs.

Bethel Community Services Foundation:

Subsidized the following services in the past year: Logo design for the Fitness Center- \$2,500

- Website design and domain for the fitness center- \$5,000

- Administration of the arts procurement process for the YKFC- estimated 120 hours of time, plus checks, contract administration and review with an attorney, 1099s, etc.- \$15,000

-\$10,000 grant to Medic 6.

-Past and ongoing partnerships include developing housing for which law enforcement and fire department staff get first choice and fund administration for tundra ridge park- \$400,000

Bethel Council on the Arts:

-\$28,000 in arts grants to individuals and community concerts, often at a financial loss

Tundra Women's Coalition:

-TWC subsidizes the City of Bethel approximately \$15,200 for ten shelter nights a year when BPD officers bring women and children to TWC for reasons other than domestic violence, sexual assault or child sexual assault. BPD and TWC have a strong partnership when adults and children experience violence, but BPD will also occasionally bring people to TWC who have nowhere else to go and the City has no other way to respond.

-TWC subsidizes the City of Bethel approximately \$1,400 for specialized training for BPD officers to better address the violence in our community.

VFW Auxiliary:

-\$14,000 for Medic 6.

SOLUTIONS

- 1) We suggest copying the same language that applies to schools, in BMC section 4.16.160 Letter U, to the Nonprofit section and add the sentence in bold type below:

Letter U. 3. "Sales and services by ~~schools or other educational organizations~~ **nonprofit organizations** made in the course of their regular functions and activities, which proceeds are utilized to further the purposes for which such organization was formed, and **except in such circumstances where those functions or activities compete with for-profit business entities.**"

This will solve the issue of the occasional sale of nonprofit-logo t-shirts and such items, bake sales and thrift stores, since no for-profit business conducts those activities and proceeds are used to meet mission. It will continue to allow the City to continue to collect tax, uninterrupted, on other nonprofit activities such as concessions, lease agreements, cafeteria sales, etc.

- 2) We suggest deleting Section 4.16.180 Special Exemption for Charitable Events.

We believe that, like school districts, nonprofits deserve the opportunity to fundraise for revenue that allows them to meet their missions and, clearly, subsidize the city. When they are not competing with for-profit enterprises, those efforts should be exempt. This section is onerous, requires levels of planning and paperwork that are unlikely to be completed by nonprofits and/or responded to by the City of Bethel staff, and make adversaries out of allies who are making their best efforts to contribute to the community. By adopting the language under Solution 1, our community can collect taxes from nonprofits when they are finding earned revenue streams that compete with private enterprise, and allow for exemptions when they are staging occasional fundraisers.

- 3) We suggest that the payment and reporting of sales tax by nonprofits be permitted on an annual basis, and that for nonprofits who have no sales tax to pay, that a report is issued every 4 years with the nonprofit renewal process. This will ensure that no eligible activities/payments were missed without dedicating City of Bethel or nonprofit staff time to \$0 reports.

We look forward to your partnership in resolving these issues.

Association of Village Council Presidents, AVCP Regional Housing Authority, KYUK, Orutsararmiut Native Council, Tundra Women's Coalition, Bethel Community Services Foundation, Bethel Family Clinic, Bethel Friends of Canines, Bethel Search and Rescue, Yuut Elitnaurviat, Lower Kuskokwim School District, VFW Post 10041, VFW Auxiliary 10041



CITY OF BETHEL

FINANCE DIRECTOR'S OFFICE
P.O. Box 1388
Bethel, Alaska 99559
Phone: 907-543-1376
FAX: 907-543-3817

November 21, 2017

Non-Profit Sales and Sales Taxes

Dear Non-Profit Organization;

As another new year approaches, so too does the new Sales Tax Code passed on September 12, 2017.

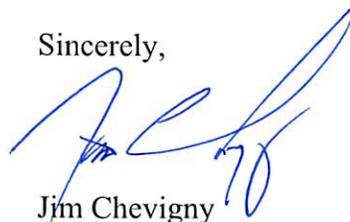
While the updated Sales Tax Code has little in the way of changes impacting non-profit organizations, the change does provide an opportunity to review some common questions and misperceptions of the Sales Tax Code. Below are some common questions or issues that the Sales Tax Office has encountered over the last year:

1. ***What types of non-profits are exempt under the Bethel Municipal Code (BMC)?*** Currently only 501(c)(3), 501(c)(4) and 501(c)(19) corporations are exempt.
2. ***Are non-profits required to register for a sales tax collection certificate? Yes.*** Non-profits, while not in business to make a profit, are still in business. As such, each non-profit is required to not only hold a State of Alaska and City of Bethel business license, but also to register for a Sales Tax Collection Certificate.
3. ***As a non-profit is the organization required to collect taxes?*** It could be. Sales taxes are imposed on the **buyer**. So, when the non-profit organization "buys" a product or service inside the Bethel City limits, the organization may be exempt from paying sales taxes. However, when the organization **sells** an item, unless it is selling the item(s) to another exempt person/entity, the non-profit is required to add on the sales taxes, collect the sales taxes and remit those taxes to the City of Bethel. In the first instance, the non-profit is acting as a buyer and is thus exempt. In the second instance, the non-profit is acting as a seller – the buyer may not be exempt.
4. ***What if the sales for our non-profits are all fund-raisers? Is the non-profit required to collect sales taxes on a fund-raiser?*** Probably. Even though the ultimate goal of the sale is to raise money for the non-profit, persons buying the items are likely not exempt and are therefore subject to sales taxes. This applies to auction items (silent or live), raffle tickets (which should be filed with the gaming fee report), t-shirt sales, bake sales, etc. Remember: just because your organization is exempt does not mean the buyer is exempt.
5. ***What if the non-profit sells to an exempt buyer?*** The non-profit is still responsible for verifying that the buyer has a valid exemption card/certificate. The non-profit is also

responsible for tracking the sale and remitting the information about the exempt sale on the monthly sales tax reporting form.

6. ***Must the non-profit file a sales tax report every month?*** What if our organization does not make sales each month? Because the non-profit organization is still a business, it must follow the rules of all businesses within the City of Bethel: thus it must file a sales tax return each month, even if the amount of sales is zero.
7. ***Is the non-profit required to have a cash register with a "Z" Tape capability?*** The answer depends. If the non-profit operates a store, shop, restaurant, food/coffee stand, movie theater or some other type of retail or eating establishment, then **yes**. If the non-profit simply holds occasional sales, such as t-shirt or other occasional fund-raisers, then **no**.
8. ***Why are non-profits only eligible for certificates instead of exemption cards?*** When the Code was being updated, citizen input was solicited. The comment period for the amendment sales tax Code lasted just over one year. During that time, all of the non-profits who spoke indicated they did not want to pay for cards. All that appeared and spoke on the issue agreed to the certificates in lieu of having to incur the cost for cards. While those that appeared did not represent all non-profits, the number that did appear represented a significant portion of the non-profits. Their input was utilized in the City's decision to issue the certificates instead of the cards.
9. ***What if my non-profit does not oppose the fee, can my non-profit be issued an exemption card instead of a certificate?*** **No**. The current BMC reads that a certificate, not a card will be issued. However, those non-profits desiring a laminated wallet sized certificate instead of the larger certificate may be able to purchase up to 2 wallet-sized certificates for the cost of \$5/certificate. A maximum of 2 will be issued per non-profit.
10. ***Where can I get more information?*** At this time the Bethel Sales Tax Office is trying to compile the questions into a Frequently Asked Questions column. As such, your questions could be very helpful to others. We ask that you please email your questions to forbusinesses@cityofbethel.net. The City will work at answering your question timely.

Sincerely,



Jim Chevigny
Finance Director

City Manager's Report



CITY OF BETHEL

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

MEMORANDUM

DATE: February 20, 2018, to March 6, 2018

TO: City Council

FROM: Peter Williams, City Manager

RE: Managers' Report

PROJECTS

Institutional Corridor-Constructed was restarted on March 1.

Jetty/Sewer Lagoon- RFP for construction services to replace the jetty is due 03-09-18. February 27 received the grant agreement for additional dredging of the lagoon. Forwarded to CA for review. On March 5th reviewed the CA comments and forwarded them to VSW.

Bethel Bank Stabilization Project (BBSP) & Ridgecrest Dr. –

The Avenues- Reviewing the options for the PER/EA. On March 6 meet with DOWL to discuss the PER. Will forward the plan to the Public Works committee. The USDA will allow for a phased approach for this project which will include the sewer and water trucks.

Pinkys Park-

PD –Communications tower draft documents are under review, FCC permit application underway.

Ridgecrest Drive-Forwarded plans to the Public Safety Committee.

Tundra Ridge Road Realignment- DOWL On February 20 assigned a Person to work with, and the next step will be to set up short work plan.

Landfill Closure-

PW Boilers- Engineers were on site to look at the boiler room and are working on a design.

Courthouse RFP- Artitech reviewed Ak.Court Sys. RFP to determine what the City needed to include in our response for floor space the ACS has required in the building when we respond to the RFP. The architect has stated that we meet the requirements in general but there would have to be some modifications would have to be made. The cost of the modifications was not part of this report.

Lift Stations- Waiting for a proposal to design the panels and the same for a new lift station. We are looking at the possibility of rebuilding the lift station if we need to because of funding.

DEPARTMENTS

YKFC- Helped resolved some problems with finding valves to turn off the water so repairs could be made in the shower rooms.

Finance Dept.- We discharge the new Assitant Finance Director because of some issues with his background check. Asked HR Dept. to research more than what is required now when filling this position.-Audit is underway. Have reviewed depts. Budgets when completed.

Public Works- Wastewater Non –Compliance reports being forwarded to the DEC. Have set up a meeting for Jan14 to review our wastewater discharge permit. - On February 3 the waterlines, the Public Works building is working. The utility maintenance crew replaced 480 ft. of water pipe. The cost to contract this work out is estimated to cost \$750,000 per thousand ft. Though this repair took a month to get to considerable savings was realized by doing the job ourselves.The electrical contractors arrived February 5 to repair the lift station on Ridgecrest. A local contractor worked on the lift station and had to leave before the repairs were completed.- RUBA – Asser made an error in our score, we have notified them of the discrepancy.

Management Team Reports

MEMORANDUM



DATE: March 6, 2018

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – March 13, 2018 Bethel City Council Meeting

Grant Projects

Police Dispatch Center

DOWL continues working on the foundation design to support a 90-foot lattice communication tower. The City applied for \$257,000 in homeland security grant application funds for tower construction.

Institutional Corridor

STG installed the helical piers to support the water pipe across the tundra from the water treatment plant to YKHC Admin. building. Bethel Services, Inc. is currently installing water pipe on the pilings. Grant funding is tight, but might be sufficient to complete the project, barring unforeseen change orders.

Sewer Lagoon Rehabilitation

Dredging

The Village Safe Water Program offered the City another grant in the amount of \$2,071,473 to dredge around the jetty while the Merrell Bros. dredge is still in Bethel.

Jetty Repair

The City is out to bid to hire a contractor to repair the jetty. Two companies attended the pre-bid meeting and established their eligibility. Bid packages are due March 9, 2018.

Request for Bids/Proposals

Water Tank Inspections

I prepared a draft RFP to hire a company to perform an inspection on both of the City's water tanks. The inspector will produce a report and video recording of the amount of sediment inside the tanks and overall condition of the tanks. This information will allow the City to prepare and issue a Request for Proposals to hire a contractor to clean the tanks for a set price.

YK Fitness Center Utility Management Software

I am preparing an RFP to hire a company to manage the City's utility management software at the YK Fitness Center.

Boilers for Public Works Building

DOWL has been assigned to prepare the Request for Proposals to have new boilers purchased and installed for the Public Works building.

Electrician

I am preparing a Request for Proposals to hire a City electrician to complete electrical services as needed throughout the term of the contract.

Chemicals, Road Implements, and Muriatic Acid

I am preparing a Request for Bids document for the City to purchase water treatment plant chemicals, calcium chloride & sodium chloride, and muriatic acid for the YK Fitness Center.

Dumpsters

I am preparing a Request for Bids document for the City to purchase 6-yard dumpsters. The City is convinced that steel dumpsters are superior to plastic dumpsters for the environmental conditions in Bethel.

City of Bethel Grant Summary Fiscal Year 2018					
Preparing					
Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
USDA-RD	Water and Sewer grant and loan	15 water and sewer trucks; water & sewer piped construction at 6 th -7 th Avenues	Public Works	Ongoing	\$2,588,894 \$3,164,204
USDA-RD	Water and Sewer grant and loan	Sewer Lagoon Rehabilitation Project – Jetty Repair	Public Works	Ongoing	\$3,332,358
Submitted in Fiscal Year 2018					
Most recent first					
Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
AK Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Grant	Fire Responder Communications Tower, Police Dispatch Center consoles, servers, cybersecurity training	Police, Fire	1/30/18	\$707,473 0
AK Dept. of Transportation & Public Facilities, Transit Division	Community Transit Grant	Transit System Operations	Public Works – Transit	1/19/18	\$469,502 \$101,738

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
State of Alaska	Capital Budget Request	Road Around H-Marker Lake	Public Works	2/9/18	\$2,000,000 0
State of Alaska	Capital Budget Request	Institutional Corridor Water Delivery System – Phase 2	Public Works	2/19/18	\$4,500,000 0
State of Alaska	Capital Budget Request	Water & Sewer Trucks	Public Works	2/19/18	\$3,618,098 0
State of Alaska	Capital Budget Request	Bethel Hgts. A & B Loops & New Kilbuck Lift Station	Public Works	2/19/18	\$17,504,390 0
State of Alaska	Capital Budget Request	Bethel Small Boat Harbor Bank Stabilization	Port	2/19/18	\$2,500,000 0

Approved in Fiscal Year 2018

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
Rasmuson Foundation	Discretionary Grant	YK Fitness Center Operations & Mgmt.	Public Works	12/8/17	\$5,000 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	2/21/18	\$2,071,473 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$2,230,851 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$300,037 0 Closed
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$2,233,316 0 Closed
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	10/14/17	\$500,000 0 Closed
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Replace 5 lift station electric panels & replace lift station	Public Works	8/15/17	\$900,000 0
AK Div. of Homeland Security & Emerg. Mgmt.	State Homeland Security Pgm.	GIS Mapping, repeaters, ALERRT Training	Police Fire Planning	7/19/17	\$103,987
AK Public Entity Insurance	Safety Grant	Safety vests, jackets, ear plugs	Public Works	9/25/17	\$3,000 0 Closed



To: Pete Williams, City Manager

From: Betsy Jumper, Planner

Subject: Feb. Manager's Report

Date: Feb. 28, 2018

For the month of February we had our regular commission meeting on 8th. One of our commission members resigned, but now we have two new alternate members which will be great in obtaining quorums. Since one of our members has resigned one of two alternates may choose move up a seat to a permanent voting seat.

We have gone over some of the areas of City lands that will be surveyed. The McClintock Land Associates (MLA) will be doing one survey in March. Due to lack of funding we will have to postpone the rest of the surveying until the new fiscal year budget cycle.

We also had one plat application for a minor re-plat for lot line adjustment.

I have met with the finance director to go over the draft budget for FY19. Some adjustments will be made, but by the looks of it I should be almost finished with the budget ready for the final draft. I feel good about our budget so far.

We and the rest of the Public Works employees has approached week six with no adequate running water. We are provided with buckets of water to dip flush and hand sanitizer to cleanse our hands afterwards. We are not at a walking distance to any facility so we accommodate and use our personal vehicles on city time to use the other working facilities nearby. We understand that things happen during our frigid Alaskan winters, but during the peak of the flu season it has been a hardship to the staff that are confined in the office workplace.

Memorandum

Date: February 23, 2018

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



February 2018 Current Events

- **Budget Preparation:** This month has mostly been focused on budget preparation for FY19. Some of the notable upcoming items I'm hopeful to secure funding for are listed below:
 - **'Total Care' to 'Arctic Care Advanced':** Total Care by Arctic IT has since seen some changes and repackaging since the City of Bethel entered into contract with them. 'Total Care' became 'Arctic Care' and comes in two different tiers, each that offer a multitude more services and features than the original Total Care. With the added security features of Arctic Care as well as access to educational material for users under the Arctic Care umbrella, I'm excited to upgrade our service.
 - **Wireless updates at Public Works and Fire Dept:** Last year I deployed a handful of existing wireless access points that my predecessor had in storage to Public Works and the Fire Dept. These access points work well enough, but lack many of the security features and management aspects that came with models I deployed to every other building after the fact. In an effort to bring uniformity to the City's wireless network and button any holes that exist, I am hopeful to replace the access points at the Fire Dept and Public Works.
 - **YK Fitness Center Domain:** When the YK Fitness Center was first built, the IT department really didn't have a hand in building or managing the network system over there. That was a job for the pool management company that had been contracted for the job. However, in the ever-changing landscape of the City of Bethel's scope of responsibilities, the City Manager had informed me that we'd be taking ownership over their network and therefore I'd need to make sure the users and staff running the building are taken care of. As such, I'm hoping to secure funding to bring them under a similar environment that the City operates on with a central file server, managed user access, data security, as well as extending our Arctic Care umbrella to that facility.
 - **Finance Printer Update:** Many of the office printers used in finance have been in place for about five years, which is a good amount of time for a small desktop printer to last. Today's users, however, have a need for quick scanning from their office and these older models just do not have that functionality as they were purchased for what the needs of the office were many years back. I'm hopeful to set aside from funds in order to replace the seven printers in the Finance dept with updated models.
- **.Net vs .Org:** As of this month, I can safely say that all users that have a cityofbethel.net email address have a corresponding cityofbethel.org alias associated with them. What this means is that anyone that emails our addresses and mistakenly puts a '.org' will still get the mail to us. It no longer matters if they email '.net' or '.org', both will work.
- **Business-As-Usual:** Beyond the above-mentioned items, the month has been fixing or helping with run-of-the-mill trouble tickets such as email, printing, Caselle access, and login problems.

Memorandum

Date: February 23, 2018

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



Future Plans

- **Continued Budget Preparation for FY19:** I will be working closely with the City Manager, Finance Director, and City Council in amending my proposed budget into one that will work with what we can afford. This will take place through several rounds of budget meetings with the aforementioned parties.



CITY OF BETHEL
Fire Department

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Celebrating 50 Years of Service

DATE: March 02, 2018
TO: Pete Williams, City Manager
FROM: Bill Howell, Fire Chief
SUBJECT: Management Report, February 2018

Current Events

- House Bill 176 (GEMT legislation), has passed house finance and is now in rules. The Alaska Fire Chiefs Association is urging Representative LeDoux to pass it out of rules and onto the house floor for a vote. The department is hopeful this will receive a quick approval from the senate and make it to the Governor's desk for signing this session.
- The department received a notice from Alaska OSHA regarding a complaint by a Fire Department employee(s) about turnout gear that has expired. NFPA 1851 states that turnouts older than ten-years must be retired from live fire use. We are evaluating the complaint and have determined that at least four firefighter's turnouts meet this criteria. The department is formulating a response to the OSHA inquiry to address these concerns. A response is due March 6.
- The fire station bay 1 door has been malfunctioning for over a month. Currently it is stuck in manual override mode. It currently takes several minutes to respond with the backup ambulance because of this.
- The Chief attended the Alaska Fire Chiefs Assn. Leadership Summit in Juneau in February. During the conference meetings were held with Senator Hoffman's aides and House district 38 staff to discuss HB 176 and concerns stemming from the effects of Tier 4 on Public safety personnel recruitment and retention.
- The specifications for the new ladder truck and purchase documents were submitted to the finance department for review.
- The RFP for ambulance billing and collection services is published and will be reviewed after it closes on March 8th

- The Code Blue committee has approved \$45,000 to remount our 2003 Ford ambulance M-5. An Action Memorandum is being prepared for Council to review by the March 6 deadline.

Community Planning/Preparedness

- The Alaska Fire Marshall is sending letters to the Public works department and Swanson's store for sprinkler system outages.
- The Department's administrative staff continues work on a new Policies, Procedures, S.O.P. Rules and Regulations manual for the department.
- The Department attended the Alaska Fire Chiefs Association teleconference on March 2, 2018. The State Fire Marshall is in the process of adopting the 2018 edition of the International Fire Code which will allow jurisdictions to receive electronic reporting of fire protection system information. This should improve fire safety and compliance throughout Alaska.
- ISO sent a packet to the department on February 16, 2018. The department survey was completed in August of 2017. Our new ISO score is 4/4y which is a 1 point improvement over the previous score of 5/8.

Insurance companies determine risk and the premiums paid by home and business owners using ISO ratings. The improvement should lower insurance rates for many of Bethels homeowners and businesses.

Training

- On 02/06/18 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed and practiced skills for upcoming EMT-1 testing.
- On 02/08/18 at 7:00 p.m., a Fire Meeting was held at the fire station. Responders checked their turnout gear, received instruction on the Emergency Reporting System, and practiced tying various fire service knots.
- On 02/09/18 at 6:00 p.m., EMT students were administered the State of Alaska EMT-1 written exam at YKHC. All six students passed.
- On 02/10/18 at 8:00 a.m., EMT students were administered the State of Alaska EMT-1 practical skills exam at the fire station. All six students passed.
- On 02/14/18 at 8:30 a.m., Captain Solesbee administered the State of Alaska Class 2 Fire Extinguisher Permit Exam to eight YKHC employees.
- On 02/20/18 at 7:00 p.m., an EMT Meeting was held at the fire station. Responders reviewed pediatric treatment protocols, Broselow Tape and Bag, and various pediatric transport equipment.

- On 02/22/18 at 7:00 p.m., a Fire Meeting was cancelled.
- The Fire Department's EMT-1 class started on 11/18/17 with 13 students. The six remaining students passed the written and practical exams. Currently, four are certified as State of Alaska EMT-1's and two are waiting for paperwork to process.
- The Driver Training program information has been assigned to staff and volunteers. Multiple staff and volunteers have completed the online training and safety cone course with our ambulances.

Responses

- Between January 31 and February 28, Bethel Fire Department responded to 146 EMS and 9 Fire incidents.
- During this period, 87 EMS incidents (59.5%) were alcohol-related.
- On 02/01/18 at 3:42 p.m. Firefighters responded to Blueberry Sub for the report of a carbon monoxide detector activation. Firefighters found no carbon monoxide in house and advised the owner to replace the faulty detector.
- On 02/05/18 at 11:33 a.m. medics responded to North Star Gas for a person experiencing a seizure. The patient was assessed and transported to the hospital.
- On 02/06/18 at 12:23 pm Medics responded to the area of Brown's Slough for the report of a vehicle that had fallen through the ice. The driver was able to drive the vehicle out of the water. Medics returned to quarters.
- On 02/09/18 at 3:41 a.m. Medics responded to the Long Term Care Facility for the report of a person who had fallen. The patient was assessed and transported to the hospital.
- On 02/12/18 at 8:52 p.m. Firefighters responded to the area of Hangar Lake Road for the report of a structure fire. Upon arrival, individuals on scene were carrying out a tradition of burning clothes of the deceased. Firefighters let them continue and returned to quarters.
- On 02/15/18 at 5:43 p.m. Medics responded to Kwethluk Lane for the report of a child who was burned on a wood stove. The patient was assessed and transported to the hospital.
- 02/19/18 at 12:53 p.m. Firefighters responded to the Tundra Center for the report of a fire alarm activation. Investigation revealed that a washer had been overloaded, causing the motor to overheat. Firefighters found no signs of fire, cleared scene, and returned to quarters.

Budget/Financial

- All Department accounts are within budget.
- The department is developing budget figures for future capital needs, firefighting foam and firefighter turnouts.
- Budget preparation for FY 19 is under way. Meeting with Finance Director Cheviny

Grants

- The department applied for Assistance to firefighters grant for approximately \$130,000 for firefighting turnouts and rescue equipment. This grant has a 5% match.
- The department applied for funding through the volunteer Fire assistance program for \$7,500, for three sets of firefighting turnouts. This grant has a 10% match.
- The department applied for and passed the first round of approval the Phase 18 Code blue Grant for \$45,000 for the remount of Medic-5 to a new chassis. Funds will be confirmed when the State budget passes in August of 2018.
- The Department was awarded \$7,500 in Code Blue grant funding for a new power stretcher for the new ambulance. This grant is administered by YKHC's EMS office. Matching funds have been committed by the Volunteer fire fighters association (BVESA).

Staffing/recruitment

- The department is fully staffed at the moment, with two employees who have given notice for the beginning of March. There is a candidate for one of these positions visiting in March but there are a few comings and goings. .

Vehicles & Equipment

- Engine 3, our 1986 Grumman reserve pumper, is in service most major repairs are complete and it can be used in an emergency. The vehicle is being restocked with equipment and we are adding a reverse camera.
- Medic Six is still working great! The crew is really enjoying the reliable new vehicle. We are waiting for arrival of the new power stretcher and seek funding for a new set of extrication tools.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	<i>(Backup ambulance)</i> In service. Leaking airbags. Undergoing repairs of air suspension by local shop.
Medic 5	Ambulance	2003	In service. Frequent no starts/dead batteries. Batteries changed by V&E (Plan to remount to new chassis in 2018)
Medic 6	Ambulance	2017	<i>(Frontline Ambulance)</i> In service. Tires need to be studded.
Engine 4	Pumper	2013	<i>(Frontline pumper)</i> In service, Seat belt sensor silenced but still needing repair by V&E. Ground and marker lights changed to LED to reduce maintenance.
Engine 3	Pumper	1986	<i>(Back up pumper)</i> Out of service, Repairing pressure control valves and electrical. Installing B/U camera Awaiting pump test. In service for emergencies (Poor overall condition needs replacement)
Truck 1	Ladder Truck	1980	<i>(Frontline ladder truck)</i> Out of service, Pump and ladder need repair. Decertified. No work order, equipment is obsolete. (Scheduled for replacement in 2018.)
Tanker 1	Tanker (1500 gallon)	1980	In service, runs poorly, needs tune up, Work order issued. (Undersized for Bethel, poor condition, needs replacement).
Com 1	Pickup	2014	Out of service Power steering failure. Plow repaired.
Com 2	Pickup	2004	In service, plow parts ordered, running board needs repair.



CITY OF BETHEL

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

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

DATE: Mar 5, 2018

The following identifies significant projects that were in addition to general personnel action-based activities (hiring, terminations, disciplinary, etc.):

Applications and Hiring

Job Description was updated for Assistant Finance Director (Controller).

A total of 21 applications were received during January for advertised vacancies.

Position	Number of Vacancies	(Average) Days Vacant	Number of New Applications	Number Hired During Period	Number of Vacancies Remaining	Applicants Still in Department Review Process
Assistant Finance Director	1	200	0	1	1	0
Water and Wastewater Foreman	1	418	1	0	1	0
Dispatch Supervisor	1	227	0	0	1	0
Dispatcher	1	92	2	0	1	1Temp Hire
Driver – Hauled Utility	3	N/A	8	3	3	3
Police Officer	2	N/A	3	0	2	2
Mechanic II	1	32	2	0	1	0
Accounting Specialist	1	7	4	0	1	1
Transit Driver	1	9	2	0	1	1
Port Attendant	1	10	1	0	1	0
TOTALS	12		17	7	12	4

We currently have 9 job positions with a total of 12 openings. Here is the breakout and outline of our efforts:

Ass't Finance director: Abel Mangieb, from Anchorage accepted the position, but it was determined he had some major shortcomings and we let him go after 2 weeks.

Water/Wastewater Foreman: open for a very long time. An individual who had worked water/wastewater in Dillingham several years ago applied, but his certifications were expired and it was felt he had less experience than the operators we currently have.

Hauled Utility Drivers: We currently have 2 openings for truck drivers in Hauled Utilities, and 1 in Landfill. We have a new employee who is in an OJT program to get his CDL and he is expected to take his driving test on Friday, Mar 9th. We also have conditional offers out to the 3 students in Yuut's CDL program, they finish their program and test in 3 weeks.

Patrol Officer: We have 2 openings for patrol officers. We received an application from an current officer in Kotzebue and one from an officer in Lakewood, WA, who has Alaska certifications, both are interested in coming to Bethel. Chief Waldron is currently doing interviews and background checks. We also have 2 officers out on FMLA for births in the family and another going out soon.

Dispatch Supervisor: This position has been open 227 days. No updates from last month other than the person we were hoping would apply has accepted another position and will be leaving soon.

Dispatcher: This position has been open 92 days. We have received no applications from qualified applicants.

Account Specialist: We have a person with a broad background of experience who has accepted a position and is planning to start on Mar. 12th. This will be the first time since I've been here that Finance is fully staffed.

Mechanic II: This position has been open for 32 days and we have received no applications from anyone with the right qualifications.

Transit Bus Driver: One of our drivers is out on FMLA and will be out for an extended period, we have interviewed a couple of applicants and selected an individual who has bus driving experience. We are doing a background check and drug screening today. He should start around Mar 12th.

Port Attendant: This is a recent opening. One application has been received, but he wasn't qualified.

Program Updates

Alaska State DOT has notified us they are coming out to Bethel in April to conduct training for us and other DOT customers in town. I specifically requested training for supervisors and managers to determine when individuals are intoxicated, either alcohol or drugs.

Representatives from the State of Alaska PERS office and Empower Retirement will be here on Mar 13th and 14th to provide information about retirement benefits for city employees.



February 2018 Monthly Report

Personnel:

Officer M. Shawgo completed his field training program and can now patrol on his own. Officer Oulton is progressing through his field training program. Dispatch still has two of the six positions vacant and there isn't a single applicant to be considered. Two CSP officers are progressing through their field training and should be release to work alone soon. That will leave the CSP program completely staffed.

There are currently three police applicants. Background investigations are being conducted on the applicants. All three are currently certified police officers and will not have to attend the 16 week police academy. All three of the applicants are interested in the two week on/two week off schedule.

Operations:

There were 1,410 calls for service the month of February. This is a slight increase compared to January, 99 of which required investigations resulting in police reports being written. There were 15 DUI arrests made which is a significant rise over previous months. Several of those arrests were the result of vehicles being stuck in overflow on the river. Three death investigations were conducted including an infant. The other two were both alcohol involved. BPD also investigated 18 reports of Domestic Violence.

There were a total of 403 reports of intoxicated pedestrians in this period. That is a 20% climb over December and January numbers. Most likely due to warmer weather and better river travel.

Animal Control:

There were 38 animal control calls for service for the month and 12 calls for service for pound duties. The shelter water system has been repaired and the shelter was cleaned and sterilized to eliminate the Parvo.

City Clerk's Report

City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

March 27, 2018

Committee/Commission Training - The Office is conducting annual training for the committees and commissions. The office is developing a new training specific to the Planning Commission and the various specific actions required by this commission.

City Clerk's Budget

Working on finalizing the City Clerk's Annual Budget submission for the Fiscal Year 2018 Budget.

General

Working with the City Attorney on pieces of the Request for Proposal for the Court House.

Creating an Ordinance to combine the Public Works Committee with the Energy Committee. This will be sent to the committee jointly prior to being presented to the Council.

The office also placed the City's General Internal Employment Policies on the City's website and will be working on placing all of the City's Leases, Contracts and studies on the website as well.

Election calendar and processes review for the office.

Passports are taking up a lot of time for the City Clerk's Office with many weeks in excess of 8 applications.

Executive Session

Additional Information
