



# City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

**Regular City Council Meeting**

**Tuesday, May 22, 2018**

**6:30 P.M.**

**Council Chambers; Bethel, Alaska**



**City Council Meeting Agenda  
Regularly Scheduled Meeting  
May 22, 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](mailto:rrobb@cityofbethel.net)

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

Leif Albertson  
Council Member  
Term Expires 2019  
[labertson@cityofbethel.net](mailto:labertson@cityofbethel.net)

Mark Springer  
Council Member  
Term Expires 2018  
[msprigner@cityofbethel.net](mailto:msprigner@cityofbethel.net)

Thor Williams  
Council Member  
Term Expires 2019  
[twilliams@cityofbethel.net](mailto:twilliams@cityofbethel.net)

Mitchell Forbes  
Council Member  
Term Expires 2019  
[mforbes@cityofbethel.net](mailto:mforbes@cityofbethel.net)

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

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

Patty Burley  
City Attorney

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
  - a) \*5-8-2018 Regular Meeting Minutes p.5
  - b) \*5-10-2018 Special Meeting Minutes p.13
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. SPECIAL ORDER OF BUSINESS**
  - a) Appreciation for Council Member Naim Shabani (Mayor Robb)
  - b) Healthfitness Monthly Report (Mayor Robb) p.17
  - c) Appointment Of Qualified Individual To Fill City Council Vacancy, Term Ending October, 2018 (Mayor Robb) p.32
  - d) Appointment Of Council Representative To Committee and Commission (Mayor Robb)
- IX. UNFINISHED BUSINESS**
  - a) Public Hearing of Ordinance 18-10: Amending Bethel Municipal Code 5.08, Alcoholic Beverages To Prohibit The Sale Of Alcohol With An Alcohol By Volume Percentage Higher Than 20% In The City Of Bethel (Council Member Albertson) p.34
  - b) Public Hearing of Budget Ordinance 17-28(m): Change To IT Dept. Other Professional Services (City Manager Williams) p.52
- X. NEW BUSINESS**
  - a) \*Introduction of Ordinance 18-11: Submitting To The Qualified Voters Of The City Of Bethel, On October 2, 2018, A Ballot Proposition Initiated Through Local Option Petition (Mayor Robb) p.56
  - b) \*Introduction of Budget Ordinance 17-28(n): Amending The Adopted Annual FY 2018 Budget- Change To Administrative Dept.- Change To City Clerk's Dept. (City Manager Williams) p.58
  - c) \*Introduction of Ordinance 18-12: Establishing A City Of Bethel Budget For Fiscal Year 2019 Beginning July 1, 2018 (City Manager Williams) p.75
  - d) \*Introduction of Budget Ordinance 17-28(o): Amending The Adopted Annual FY 2018 Budget- Cost Of Living Salary And Utility Services Cost Increases For City Of Bethel Employees (City Manager Williams) p.78

Agenda posted on May 16, 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 June 12, 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  
May 22, 2018 – 6:30 pm  
City Hall 300 State Highway, Bethel, AK  
City of Bethel Council Chambers**

- e) AM 18-38: Approve Alaska Pump & Supply As The Sole Source Vendor For All Pumps And Related Equipment Purchased By The City Of Bethel For Its Sewer System (City Manager Williams) p.81
- f) AM 18-39: Direct Administration To Send The Attached Letter To The Anchorage USDA-RD Office In Order To Request A Reallocation Of \$1,174,035 In USDA-RD Grant/Loan Project Funds So That The City Can Purchase Five New Sewer Trucks (City Manager Williams) p.86
- g) AM 18-40: Authorizing The City Manager To Negotiate And Execute A Contract With The Top Scoring Proposer For Billing Of Ambulance And Protective Custody Services And For Collections Of Delinquent City Accounts (City Manager Williams) p.106
- h) AM 18-41: Confirming The Council's \$5,000 Financial Allocation In The FY 2019 Budget For 4th Of July Stage Performance Payment (Council Member Springer) p.126
- i) AM 18-42: Authorize The City Manager To Negotiate And Execute A Contract With Capital Industries, Inc., For The Purchase Of Fifteen (15) Dumpsters With Lids (City Manager Williams) p.127
- j) \*IM 18-07: Public Works Department Initiates The Purchase And Installation Of A "Dollar Bill Machine" Formally Known As A Dollar Bill Validator, From Tecpro For Water Sales At The Bethel Heights Pumphouse (City Manager Williams) p.131
- k) \*IM 18-08: Financial Reports For Nine Month Period Ending March 31, 2018 (City Manager Williams) p.134

**XI. MAYOR'S REPORT**

**XII. MANAGER'S REPORTS**

**XIII. CLERK'S REPORT**

**XIV. COUNCIL MEMBER COMMENTS**

**XV. EXECUTIVE SESSION**

- a) In Accordance With AS 44.62.310(b), Providing Direction To The City Attorney Regarding The Handling Of The Alcohol Beverage Control Board's Review Of Pending Liquor Licenses (Mayor Robb)

**XVI. ADJOURNMENT**

Agenda posted on May 16, 2018 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

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

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**I. CALL TO ORDER**

A Regular Meeting of the Bethel City Council was held on May 8, 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**

<b>Comprising a quorum of the Council, the following members were present:</b>	
Mayor Rick Robb	Council Member Mark Springer
Vice-Mayor Fred Watson	Council Member Leif Albertson
Council Member Mitchell Forbes	Council Member Thor Williams (Telephonically)
<b>Members Absent:</b>	
Council Member Naim Shabani	
<b>Also in attendance were the following:</b>	
City Manager Pete Williams	City Clerk Lori Strickler (Telephonically)
City Attorney Patty Burley	Asst. City Clerk Kevin Morgan

**IV. PEOPLE TO BE HEARD**

Mary Nanuwak- Concerned with Ordinance 18-09. With remote communities, like Hooperbay and Scammon Bay, 911 is not available due to lack of services. Alcohol and drug combinations are dangerous and the City Council should reduce problems related to them. Concerned that certain committees have to be combined due to lack of quorum. Believes members of the committees are reluctant to present ideas to council due to Council disinterest. Feels that committee members would be more involved if they were elected instead of appointed. Worried about the roads not being fixed.

Angie Smitley- Concerned about the state of the roads as well. The 6<sup>th</sup> avenue road is eroding into the slough. Concerned with loose trash around Dumpsters. Bear proof containers or similar dumpster options should be

considered to keep trash from littering the area. Concerned with children playing around loose trash. Wondered if there was a way to have Community Service address the loose trash on ground.

**V. APPROVAL OF THE CONSENT AND REGULAR AGENDA**

<b>Main Motion:</b>	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"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0
<b>Primary Amendment:</b>	Move New Business Item G to follow Reports of Standing Committees.
Moved by:	Albertson
Seconded by:	Forbes
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0
<b>Removal from Consent:</b>	New Business Item A,B, and C: Ordinance 18-10, Budget Ordinance 17-28(m), Resolution 18-11.
Moved by:	Robb

**VI. APPROVAL OF THE MEETING MINUTES**

**Item A** – 4-21-2018 Special Meeting Minutes  
*Passed on the Consent Agenda*

**Item B** – 4-24-2018 Regular Meeting Minutes  
*Passed on the Consent Agenda*

**VII. REPORTS OF STANDING COMMITTEES**

**Public Safety and Transportation Commission** –  
A quorum of the body could not be established.

**Port Commission-**  
No meeting since last meeting.

**Planning Commission** –  
Next meeting is Thursday at 6:30pm at City Hall.

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

Meeting next week 6:00p.m. at City Hall.

**Finance Committee-**

No Meeting since last meeting. Special meeting tomorrow at 6:30p.m.

**Public Works Committee –**

Working on agenda for next meeting.

**NEW BUSINESS**

**Item G – Chief Of Police, Burke Waldron To Address The Council On Staffing Levels, Open Positions, And General Operations At The Police Department.**

Chief of Police, Burke Waldron, addressed the Council about staffing and opiate use in the Community.

**VIII. SPECIAL ORDER OF BUSINESS**

**IX. UNFINISHED BUSINESS**

**Item A – Public Hearing of Budget Ordinance 17-28(k): Amending the Adopted Annual FY 2018 Budget-Streets and Roads- Sewer Lagoon- Police Department- E 911 Fund.**

*Mayor Robb opened the Public Hearing.*

*No one present to be heard.*

*Mayor Robb closed the Public Hearing.*

<b>Main Motion:</b>	Adopt Budget Ordinance 17-28(k).
Moved by:	Albertson
Seconded by:	Springer
Action:	Motion carries by a vote of 5-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams
<b>Primary Amendment:</b>	Insert "\$50,000" Increase to Gravel 10-66-771; Insert "\$50,000" Decrease to Central Treasury 10-10100. Insert "\$50,000" in the bottom total box for the line "Net Change to Streets & Roads Appropriations."
Moved by:	Albertson
Seconded by:	Springer
Action:	Motion carries by a vote of 5-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams

**Item B – Public Hearing of Ordinance 18-09: Amending 5.30.100 (F) Of The Bethel Municipal Code – Striking GPS Requirements for Taxicab, River Taxi, Limousine and Bus Permits.**

*Mayor Robb opened the Public Hearing.*

*Jared Karr- Public Safety and Transportation Committee –There is no GPS monitoring center in Bethel. A video camera may cost \$50, while a GPS video camera may cost \$500. It is a great difference in price for a technology that will not work here. Requiring cabs to have cameras with GPS and recording does not serve the cabs drivers and does not do what the council intends them to do.*

*Burke Waldron- Police Chief- Stated that the current cameras have Video of the Front view of the cab and the interior. Having the cameras increases public safety. The Police Department often requests footage. They have never requested GPS information. Cellphones and radios are more important that GPS information. If GPS is needed, it could be a separate device from the camera. Currently, the GPS in Bethel, does not reveal location, but keeps a log that can be referenced.*

*Mayor Robb closed the Public Hearing.*

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**Main Motion:** Adopt Ordinance 18-09.

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

**Item C – Public Hearing of Budget Ordinance 17-28(I): Amending The Adopted Annual FY 2018 Budget- Streets And Roads.**

*Mayor Robb opened the Public Hearing.*

*No one present to be heard.*

*Mayor Robb closed the Public Hearing.*

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

Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 5-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams

**X. NEW BUSINESS**

**Item A** – Introduction of Ordinance 18-10: Amending Bethel Municipal Code 5.08, Alcoholic Beverages To Prohibit The Sale Of Alcohol With An Alcohol By Volume Percentage Higher Than 20% In The City Of Bethel.

**Main Motion:** Introduce Ordinance 18-10.

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Moved by:	Albertson
Seconded by:	Forbes
Action:	Motion carries by a vote of 4-2
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Robb

**Item B** – Introduction of Budget Ordinance 17-28(m): Change To IT Dept. Other Professional Services.

**Main Motion:** Introduce Ordinance 17-28(m).

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Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 5-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams

**Item C** – Resolution 18-11: Supporting The Cama-i Dance Festival By Waiving The Requirement To Collect Sales Taxes At The Event.

*Council Member Albertson requested to be excused due to a fire call, as Council Member Albertson is a First Responder.*

*Mayor Robb excused Council Member Albertson*

*Council Member Albertson left the meeting at 7:49 P.M.*

**Main Motion:** Adopt Resolution 18-11.

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Moved by:	Springer
Seconded by:	Forbes
Action:	Motion does not carry by a vote of 3-2
In favor:	<input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Robb

**Item D** – AM 18-35: Acceptance Of Council Member Naim Shabani’s Resignation Effective May 9, 2018 And Establishing A Process For The Council’s Consideration Of Qualified Candidates To Fill The Vacancy.

**Main Motion:** Approve AM 18-35.

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Moved by: Springer  
Seconded by: Forbes  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Watson  Springer  Williams  Forbes  
Opposed: -0

**Primary Amendment:** Strike "Each Council Member will be limited to two questions for each qualified candidate."

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Moved by: Williams  
Seconded by: Springer  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Watson  Springer  Williams  Forbes  
Opposed: -0

**Item E – AM 18-36:** Appointment of Juan Delgado, Jeff Sanders, Ryan Butte to Public Works Committee; Amber Jones to Community Action Grant Technical Review Board.

*Passed on the Consent Agenda*

**Item F – AM 18-37:** Direct The City Clerk's Office To Create And Post To Social Media And The City's Website, The Identified Harm Reduction Campaign Ideas Once A Week For The Next Six Months.

**Main Motion:** Approve AM 18-37.

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Moved by: Springer  
Seconded by: Forbes  
Action: Motion carries by a vote of 5-0  
In favor:  Robb  Watson  Springer  Williams  Forbes  
Opposed: -0

**Item H – Appointment Of Port Commission Council Representative.**

*Mayor Robb appoints Council Member Springer to the Port Commission as Council Representative.*

**Item I – Council's Consideration Of The City Clerk's Salary Increase Between Zero And 3% Based Off Of The Satisfactory Employment Evaluation Completed On April 24<sup>th</sup>.**

**Main Motion:** Increase the City Clerk's Salary 3%.

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Moved by: Springer

Seconded by:	Forbes
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

**Item J – Leave Request For City Attorney, June 8 To June 22, 2018.**

*Passed on the Consent Agenda*

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

Mayor Richard Robb – Thanked Council Member Shabani for his service on the City Council. Congratulated him on being the first Albanian to serve on a City Council in the City of Bethel, the State of Alaska, and one of the first in the nation. A milestone for cultural diversity. Wishes everyone safe boating. Congratulated all the young people and commended the Coaches: Marty Smith, Daryl Smith, Rafe Johnson, Thor Williams, Ryan Wheeler, Darren Lieb, and Zach Pleasant, who took part in the wrestling tournament in Anchorage the previous weekend. Appreciated all the family and friends who supported them as well. Wishes a Happy Mother’s Day to all the Mothers out there and his own Mother in California.

Vice-Mayor Fred Watson – Concerned with people not wearing life jackets. Urged everyone to wear their life jackets and be safe.

Council Member Mark Springer – Reminded people that kids don’t float neither do adults. Shared Vice-Mayor Watson’s concern about life jackets. Thanked the Department of Transportation for removing signs on the corner of the highway and tower road. Brought attention to a possible AT&T cell tower in the planning report. Reminded People to be careful on the river as there is still a lot of ice.

Council Member Thor Williams– Hoped that city calendar will be updated with budget meetings to encourage public participation. Spoke against the City being responsible for Maintenance of the Chief Eddie Hoffman Highway.

Council Member Mitchell Forbes– Echoed the concerns of wearing life jackets. Thanked the volunteers and the Fire Department for their work in the community. Wishes everyone a safe, good time on the river this summer.

**XV. EXECUTIVE SESSION**

**XVI. ADJOURNMENT**

**Main Motion:** Adjournment.

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Moved by:	Forbes
Seconded by:	Springer
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

*Council adjourned at 8:28 p.m.*

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

**I. CALL TO ORDER**

A Special Meeting of the Bethel City Council was held on May 10, 2018 at 6:30 p.m., in the council chambers, Bethel, Alaska.

**II. ROLL CALL**

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

Due to a lack of a quorum, the meeting adjourned.

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Richard Robb, Mayor

ATTEST:

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Lori Strickler, City Clerk

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# ***Reports of Standing Committees***

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# City of Bethel, Alaska

## Public Safety & Transportation Commission

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May 2, 2018

Regular Meeting

Bethel, Alaska

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### I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on May 2nd, 2018 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:45pm.

### II. ROLL CALL

Present: Eileen Henrikson *Chair*  
Julene Webber

Absent: Jared Karr *Vice Chair*  
Naim Shabani *Council Representative*  
Mary Weiss  
Joan Dewey  
Monroe Tyler  
William Howell III *Fire Chief*

Ex-Officio Present: Burke Waldron *Police Chief*  
Jesslyn McGowan *Recorder*

A quorum was not established of the Commission.

### III. ADJOURNMENT

*Meeting adjourned at 6:45 pm.*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jesslyn McGowan, Recorder

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Eileen Henrikson, Chair

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# ***Special Order of Business***

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### Schedule, Events and Programs

- ❖ **Memorial Day: 5/28/18 Facility Open 2pm-9pm**
- ❖ Free Lifeguard Training: May 29<sup>th</sup> – June 2<sup>nd</sup>, 12-6:30pm
- ❖ Sport Club for youth ages 5-13 Starts May 29<sup>th</sup>
- ❖ Summer 1 Classes start May 29<sup>th</sup>
- ❖ Smart Fit Girls Program will start during the week of June 4<sup>th</sup>, dates, times and registration information will be available in May.
- ❖ Free Women's Self Defense Workshop, Saturday, June 23<sup>rd</sup>, 3:30-7:30pm
- ❖ **July 4<sup>th</sup> Facility Open 2-9pm**
- ❖ Free Women's Self Defense Workshop, Sunday, July 8<sup>th</sup>, pm

### Staffing

#### Operational Staff:

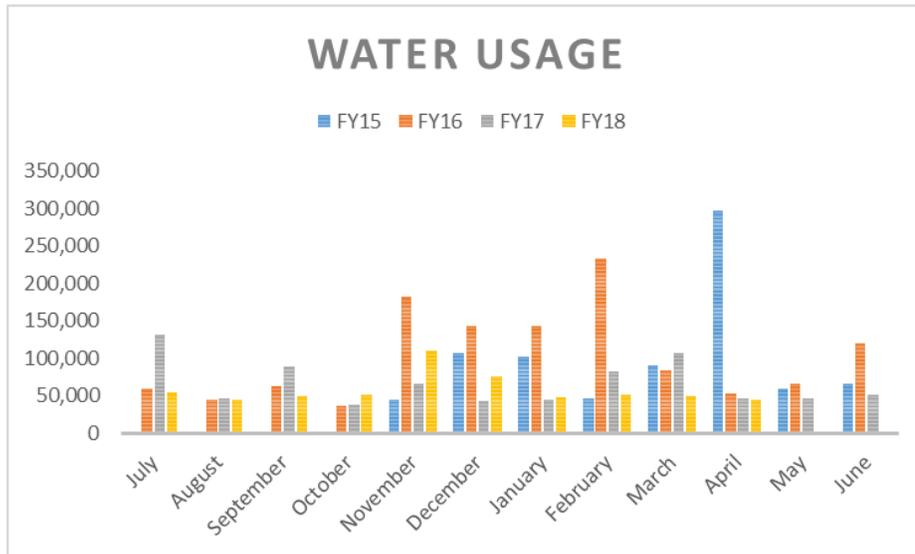
- New Maintenance Tech begins May 14<sup>th</sup>, 2018
- We are currently looking for Full Time Operations Staff able work as Lifeguard, Front Desk Staff and Facility Attendant interchangeably.
- We are currently looking for 1-2 Front Desk and Facility Attendants

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

- Youth Program Staff: We are currently looking for 3-4 youth program staff to work with our Summer Sports Club as well as with other developing youth programs.
- Swim Instructors
- Masters Swim Coach: Swim coach is not required to be American Red Cross Certified, but must have experience with coaching competitive swimming.
- Fitness Instructors and Certified Personal Trainers
- Instructors for any activity, craft or music patrons might be interested in learning.

**Anyone interested in working at the YK Fitness Center can call 543-0390 or visit [ykfitness.org](http://ykfitness.org) for information.**

## Facility Maintenance



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

Routine Maintenance: Essential routine maintenance was completed.

Corrective Maintenance:

- Women's Locker Room Suit Spinner – unit replaced, but replacement unit failed due to faulty rivets. Manufacturer replaced new unit.
- Elliptical #1 is not running smoothly and may need replacement bearings, we are looking into options for repair/replacement. Update 4/29/18 bearings and slides inside elliptical #1 were cleaned and buildup removed, now working properly.

Maintenance needed:

Previously reported maintenance still pending:

- Main drain at bottom of pool – looking at replacement drain covers and processes for installation.
- Lamps for UV system are nearing the end of their use life and will need to be replaced. Due to the delicate and highly technical nature of the work it may be necessary to bring in a contractor. We are looking at options.
- Overhead fans in pool area need maintenance. Working with City Facilities Department to develop a plan for safe access to trouble shoot the fans. Jan 2018: City of Bethel is looking into purchasing a lift that will allow access to the fans as well as other maintenance areas in the pool. Update 3/18/18 a scissor lift has been identified and purchasing is being reviewed. 5/15/18 scissor lift scheduled to arrive on first barge.
- While moving cardio machines we found that the treadmills are wearing groves into the linoleum in some places and causing the linoleum to bubble in others. Need to look into alternative flooring options for under these pieces. Jan 2018: no further damage has been found, but we continue to monitor and review flooring replacement options.
- Experiencing difficulties with BIAMP Interface modules for playing music in the cardio/weight room and studio. We are reviewing system to determine whether they can be fixed or will need to be replaced.

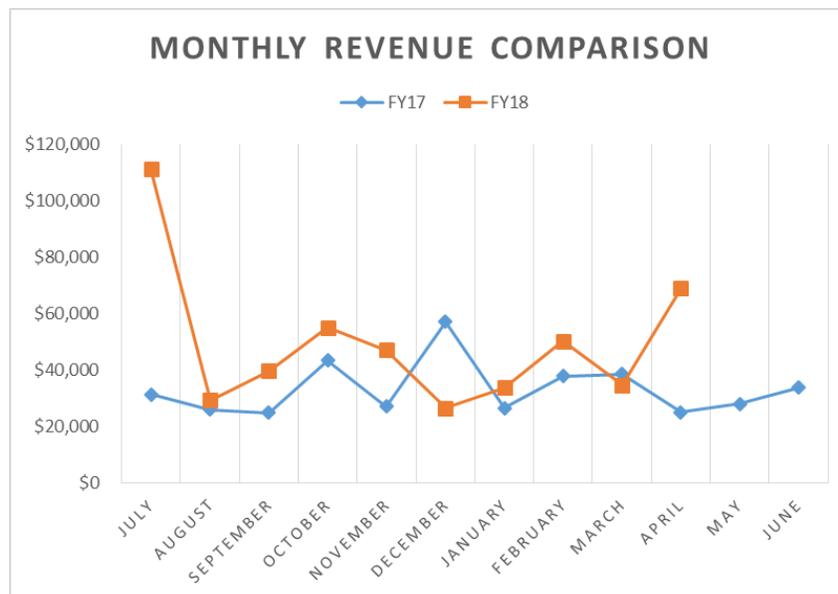
**Revenue**

**FY18 Revenue**

Code	Facility Revenue	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	Total	FY18 Budget	%attained
420	Memberships	\$94,430	\$9,948	\$17,239	\$29,334	\$17,032	\$9,462	\$8,715	\$30,791	\$8,664	\$48,569	\$274,185	\$372,000	73.71%
430	Pro Shop	\$3,283	\$3,246	\$3,426	\$5,195	\$3,231	\$3,172	\$2,643	\$4,315	\$4,537	\$2,289	\$35,337	\$39,675	89.07%
435	Concessions	\$4,078	\$4,685	\$5,635	\$7,286	\$5,834	\$5,643	\$5,367	\$5,321	\$6,691	\$5,922	\$56,463	\$49,200	114.76%
460	Entry Fees	\$6,162	\$7,629	\$5,955	\$6,151	\$14,683	\$5,749	\$9,736	\$5,925	\$8,155	\$7,667	\$77,813	\$78,480	99.15%
463	Facility Rental	\$661	\$801	\$542	\$1,434	\$987	\$1,189	\$1,258	\$1,100	\$834	\$1,062	\$9,869	\$12,750	77.41%
465	Program Fees	\$2,741	\$3,046	\$7,053	\$5,730	\$5,352	\$1,469	\$6,194	\$2,801	\$5,927	\$3,509	\$43,822	\$90,500	48.42%
	<b>Facility Revenue Total</b>	<b>\$111,356</b>	<b>\$29,355</b>	<b>\$39,850</b>	<b>\$55,131</b>	<b>\$47,120</b>	<b>\$26,685</b>	<b>\$33,914</b>	<b>\$50,253</b>	<b>\$34,808</b>	<b>\$69,017</b>	<b>\$497,489</b>	<b>\$642,605</b>	<b>77.42%</b>

- July Membership Revenue includes payment for LKSD FY18 Contract.
- April Programs Revenue includes Community Action Grant Funds

**Revenue Comparisons FY17-FY18**

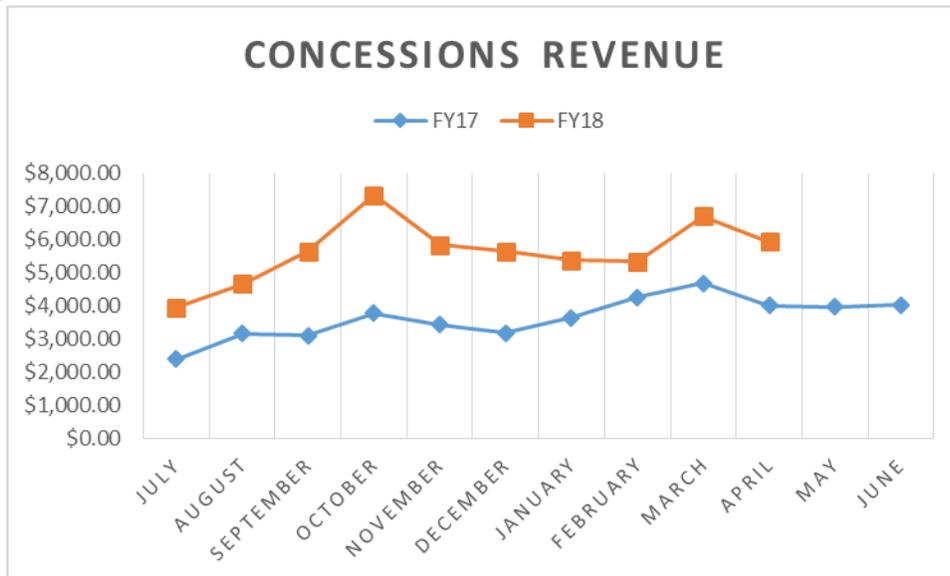


Revenue for December 2016 (FY17) included the Annual membership payments for the YKHC contract. The FY18 contract has been renewed, partial funds were received in February and additional owed funds were received in April.

Monthly Revenue Totals	July	August	September	October	November	December	January	February	March	April
FY17	\$31,433	\$26,142	\$24,867	\$43,503	\$27,134	\$57,131	\$26,567	\$37,829	\$38,636	\$25,144
FY18	\$111,356	\$29,355	\$39,850	\$55,131	\$47,120	\$26,685	\$33,914	\$50,253	\$34,808	\$69,017
Change	\$79,923	\$3,213	\$14,983	\$11,628	\$19,986	(\$30,446)	\$7,346	\$12,424	(\$3,828)	\$43,873

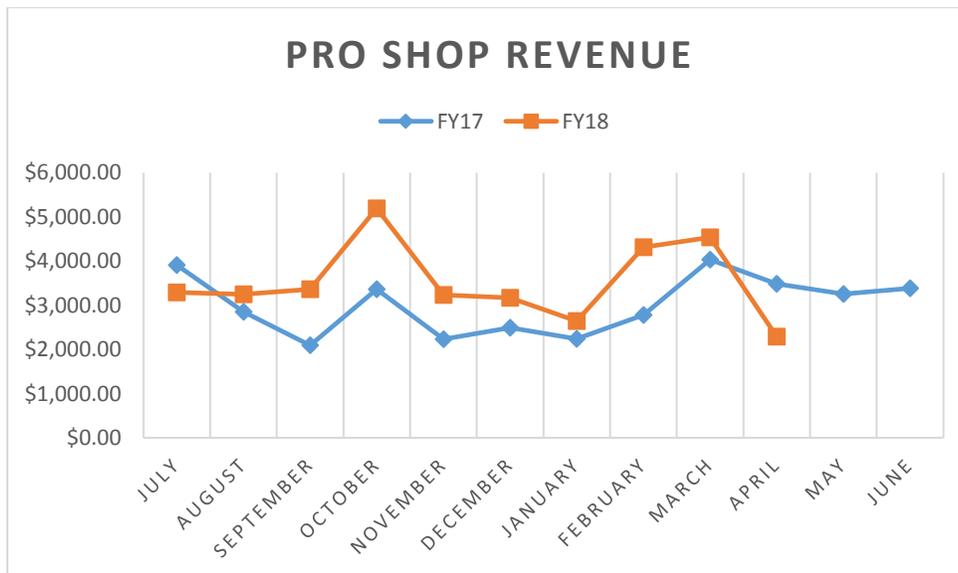
Revenue

Concessions Comprisons FY17 and FY18



Concessions Sales Totals	July	August	September	October	November	December	January	February	March	April
FY17	\$2,384.89	\$3,157.11	\$3,092.41	\$3,769.41	\$3,426.47	\$3,185.55	\$3,648.41	\$4,247.30	\$4,669.61	\$4,009.62
FY18	\$3,954.28	\$4,650.93	\$5,633.56	\$7,320.72	\$5,834.03	\$5,642.99	\$5,366.89	\$5,321.23	\$6,690.87	\$5,921.68
Value Change	\$1,569.39	\$1,493.82	\$2,541.15	\$3,551.31	\$2,407.56	\$2,457.44	\$1,718.48	\$1,073.93	\$2,021.26	\$1,912.06

Pro Shop Comprisons FY17 and FY18



Pro Shop Sales Totals	July	August	September	October	November	December	January	February	March	April
FY17	\$3,913.00	\$2,850.50	\$2,092.54	\$3,365.62	\$2,231.18	\$2,490.62	\$2,239.62	\$2,777.95	\$4,032.94	\$3,483.89
FY18	\$3,289.74	\$3,247.54	\$3,365.77	\$5,194.60	\$3,231.28	\$3,172.30	\$2,643.08	\$4,315.11	\$4,537.02	\$2,288.89
Value Change	-\$623.26	\$397.04	\$1,273.23	\$1,828.98	\$1,000.10	\$681.68	\$403.46	\$1,537.16	\$504.08	-\$1,195.00

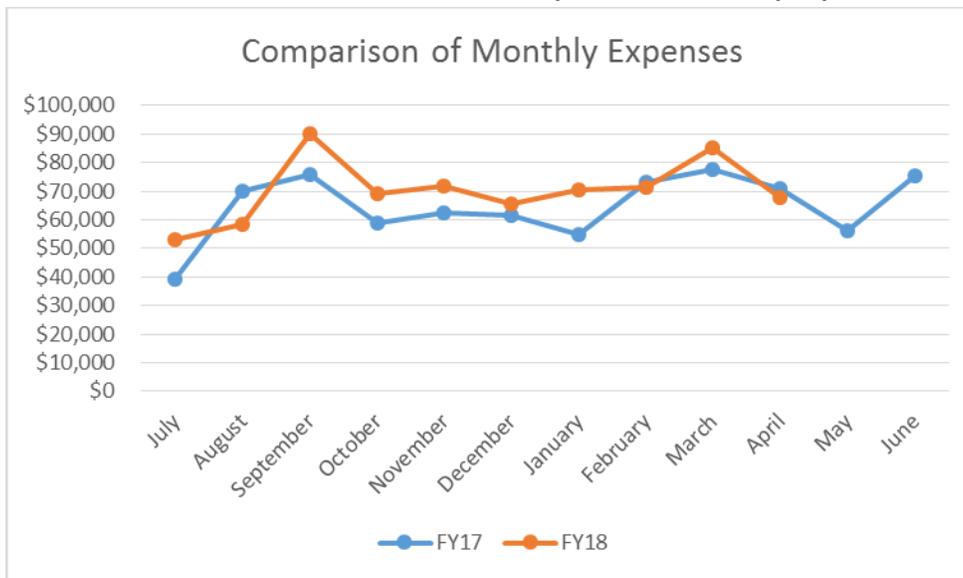
**FY18 Expenses**

Expenses	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	Total	Budgeted	% used
Salary Wages	\$10,000	\$10,110	\$20,989	\$13,382	\$11,062	\$14,108	\$14,108	\$14,108	\$21,162	\$14,108	\$143,136	\$233,050	61.42%
Hourly Wages	\$17,300	\$18,171	\$29,147	\$20,984	\$23,778	\$23,239	\$22,871	\$21,890	\$29,290	\$19,416	\$226,087	\$331,500	68.20%
Benefits	\$5,527	\$5,957	\$11,198	\$8,187	\$8,677	\$9,286	\$9,312	\$8,975	\$12,269	\$7,777	\$87,166	\$117,310	74.30%
520 Housing	\$3,000	\$3,000	\$3,090	\$3,090	\$3,090	\$3,090	\$3,090	\$3,090	\$3,090	\$3,090	\$30,720	\$37,080	82.85%
545 Travel/Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,304	\$280	\$0	\$1,584	\$5,731	27.64%
561 Supplies	\$2,520	\$6,925	\$10,929	\$4,807	\$9,966	\$2,458	\$6,302	\$5,472	\$3,720	\$5,063	\$58,163	\$95,696	60.78%
580 Boiler	\$0	\$0	\$0	\$0	\$0	\$187	\$0	\$202	\$382	\$232	\$1,003	\$5,250	19.10%
646 Contractors	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$116,670	\$144,200	80.91%
661 Vehicle Maintenance/Repair	\$0	\$0	\$0	\$38	\$0	\$0	\$0	\$0	\$0	\$0	\$38	\$750	5.06%
663 Janitorial Supplies/Services	\$219	\$49	\$134	\$3,020	\$574	\$191	\$125	\$1,582	\$1,949	\$4,618	\$12,462	\$20,400	61.09%
668 Software Licenses	\$682	\$308	\$423	\$581	\$491	\$245	\$371	\$406	\$378	\$692	\$4,578	\$6,869	66.65%
683 Minor Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,500	0.00%
684 Donations and Awards	\$90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90	\$500	18.00%
721 Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,515	0.00%
724 Dues/Subscriptions	\$169	\$169	\$169	\$169	\$169	\$169	\$169	\$169	\$169	\$169	\$1,693	\$1,965	86.16%
727 Advertising	\$203	\$168	\$0	\$0	\$236	\$269	\$284	\$0	\$0	\$68	\$1,230	\$10,000	12.30%
733 Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	0.00%
736 Bank Charges	\$627	\$699	\$990	\$1,640	\$1,038	\$686	\$1,020	\$1,181	\$1,007	\$844	\$9,731	\$14,060	69.22%
790 Allowance for Special Events	\$0	\$0	\$0	\$294	\$0	\$0	\$0	\$0	\$26	\$0	\$321	\$800	40.08%
799 Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,058	0.00%
<b>TOTAL</b>	<b>\$52,006</b>	<b>\$57,223</b>	<b>\$88,735</b>	<b>\$67,861</b>	<b>\$70,749</b>	<b>\$65,596</b>	<b>\$69,321</b>	<b>\$70,047</b>	<b>\$85,390</b>	<b>\$67,745</b>	<b>\$694,671</b>	<b>\$1,056,735</b>	<b>65.74%</b>

\*Wages are paid every 2 weeks. Most months include 2 pay periods, September 2017 and March 2018 included 3 pay periods.

\*\*During September the facility schedule shifted to a 7 day per week schedule adding an additional operational day per week of wages.

**Comparison of Monthly Expenses**



Primary influencer on the increase in expenses starting in September is the additional wages paid out to staff at the move to a 7 day per week schedule.

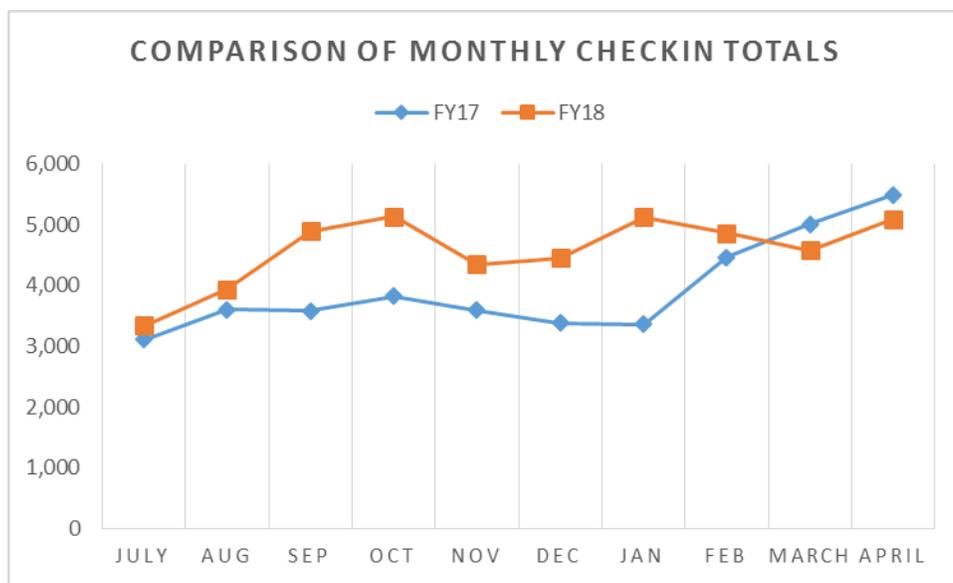
Monthly Expenses	July	August	September	October	November	December	January	February	March	April
FY17	\$39,145	\$70,114	\$75,717	\$58,716	\$62,335	\$61,668	\$54,949	\$72,965	\$77,475	\$70,907
FY18	\$53,231	\$58,448	\$89,960	\$69,086	\$71,974	\$65,596	\$70,546	\$71,272	\$85,390	\$67,745
Change	\$14,086	(\$11,666)	\$14,242	\$10,369	\$9,638	\$3,927	\$15,597	(\$1,694)	\$7,915	(\$3,162)

### Facility Utilization

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

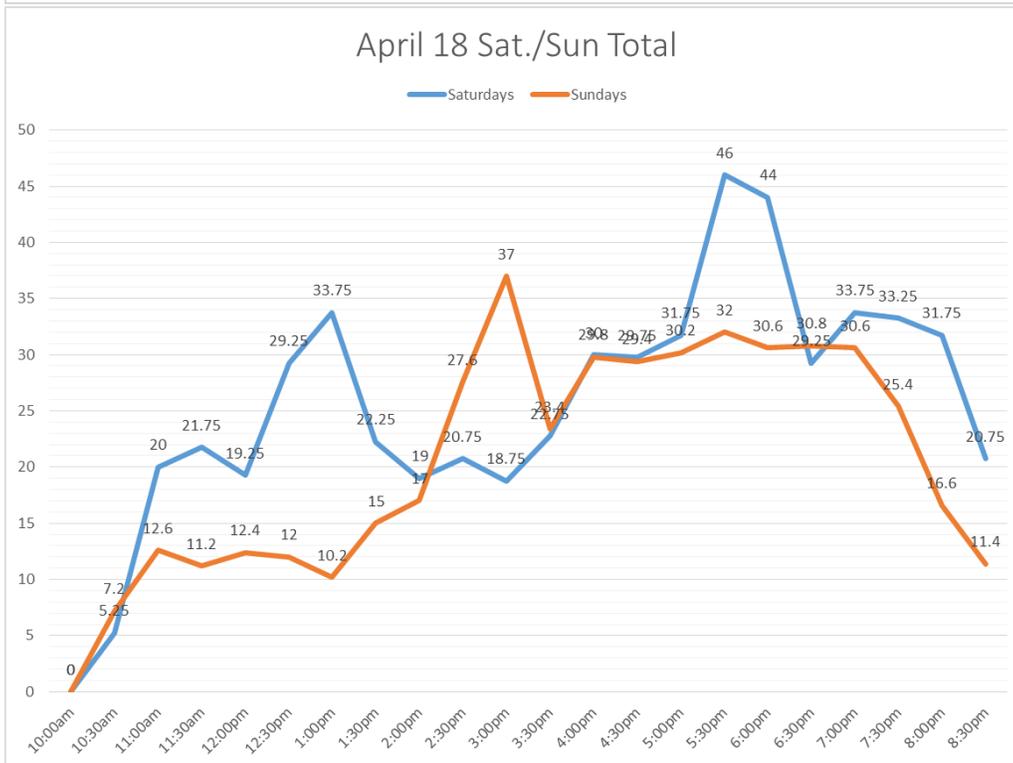
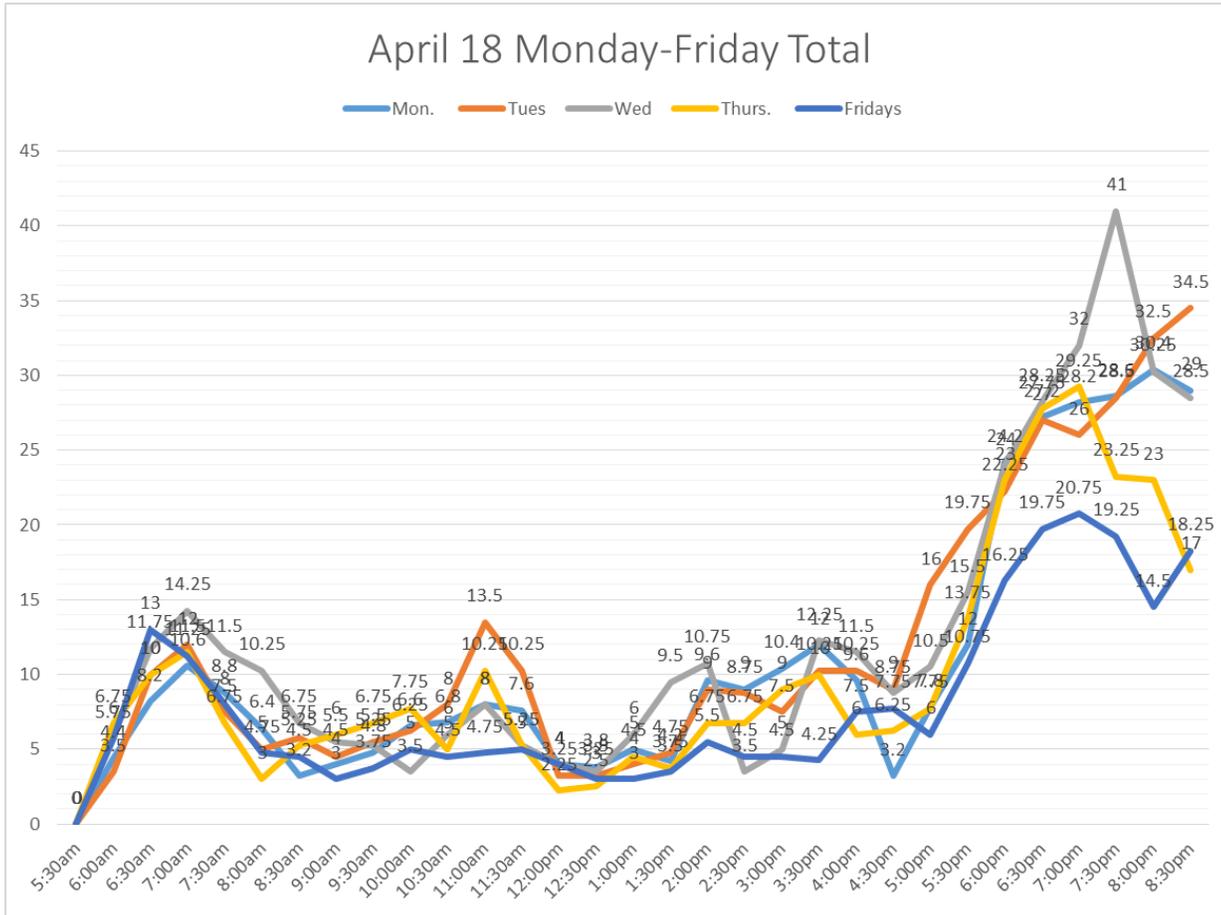
Facility Check-In	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	Total
Member Checkins	1,983	2,347	2,737	2,983	2,917	2,639	3,103	2,653	2,671	3,139	27,172
Daily Admissions	1,258	1,432	1,706	1,790	925	1,388	1,607	1,714	1,485	1,443	14,748
Rentals	25	62	105	50	119	215	95	120	150	140	1,081
Fitness Programming	48	68	249	220	285	152	199	210	166	235	1,832
Aquatics Programming	20	30	98	96	105	55	125	167	101	140	937
Youth Programs	14	34	41	0	0	4	10	0	21	0	124
Monthly Totals	3,334	3,939	4,895	5,139	4,351	4,449	5,129	4,864	4,573	5,097	45,894

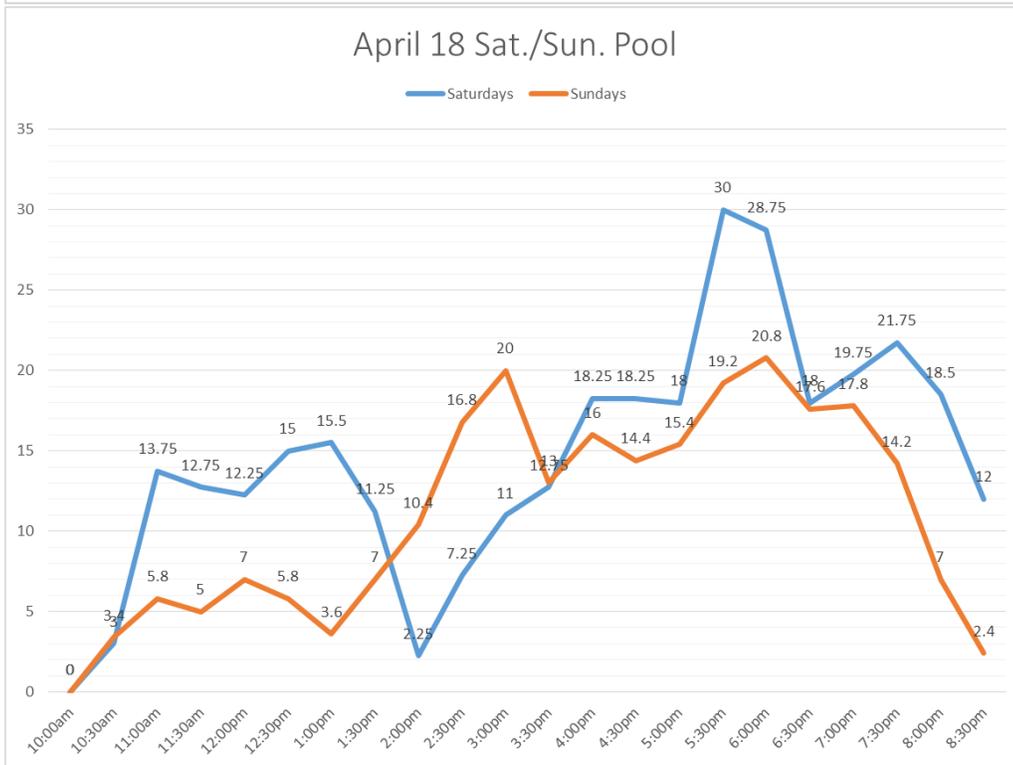
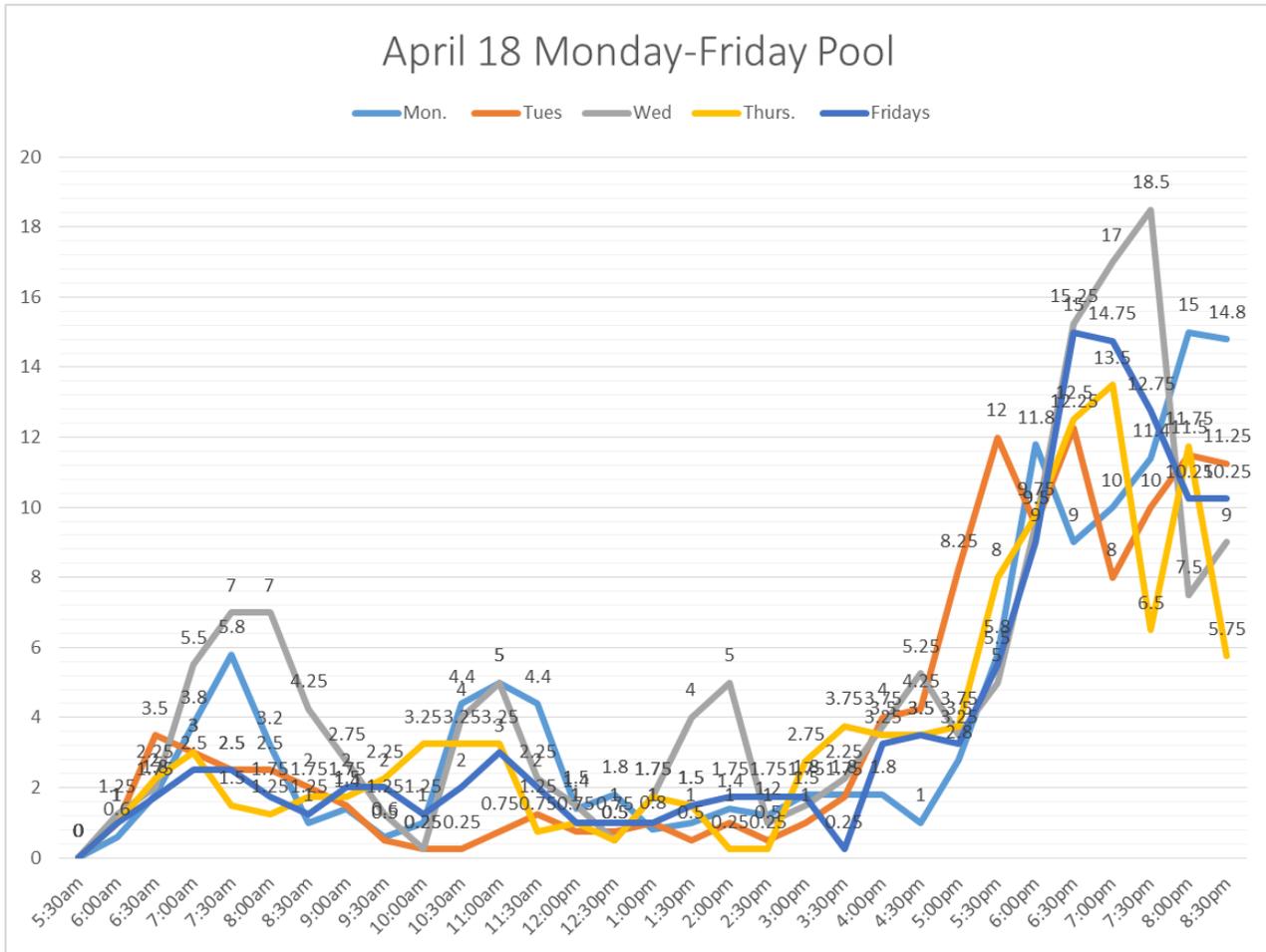
Facility Utilization was lower than expected during March. We assume that the bulk of this is due to the warm weather making travel difficult and to the large number of individuals impacted by the flu and other illnesses.

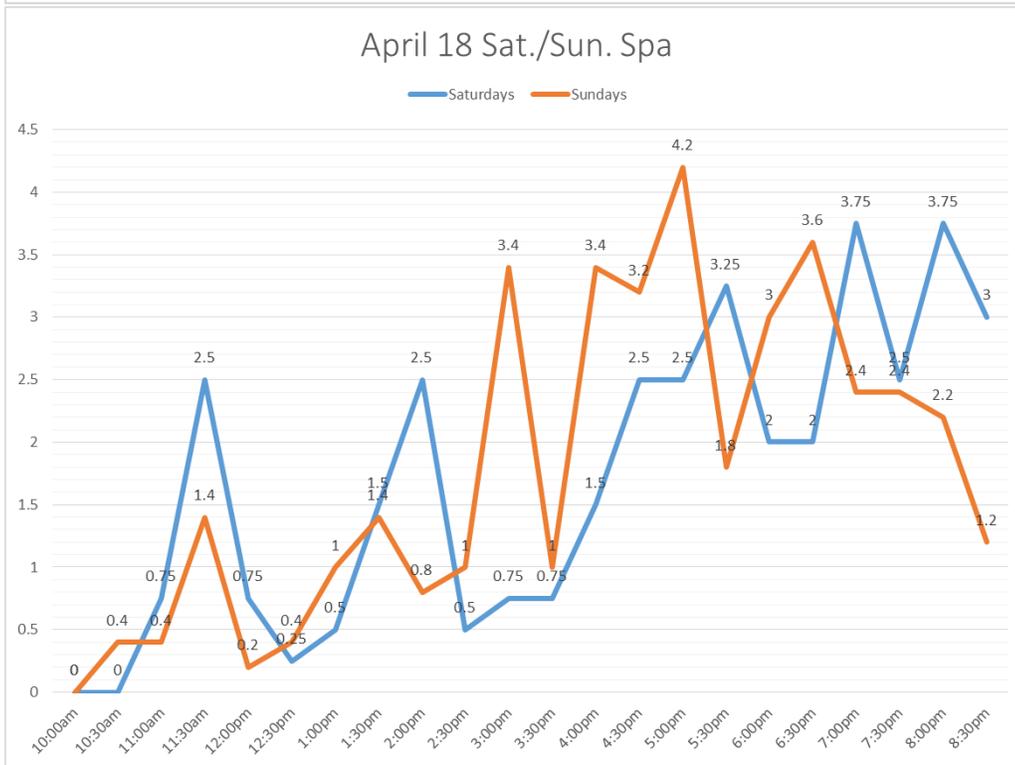
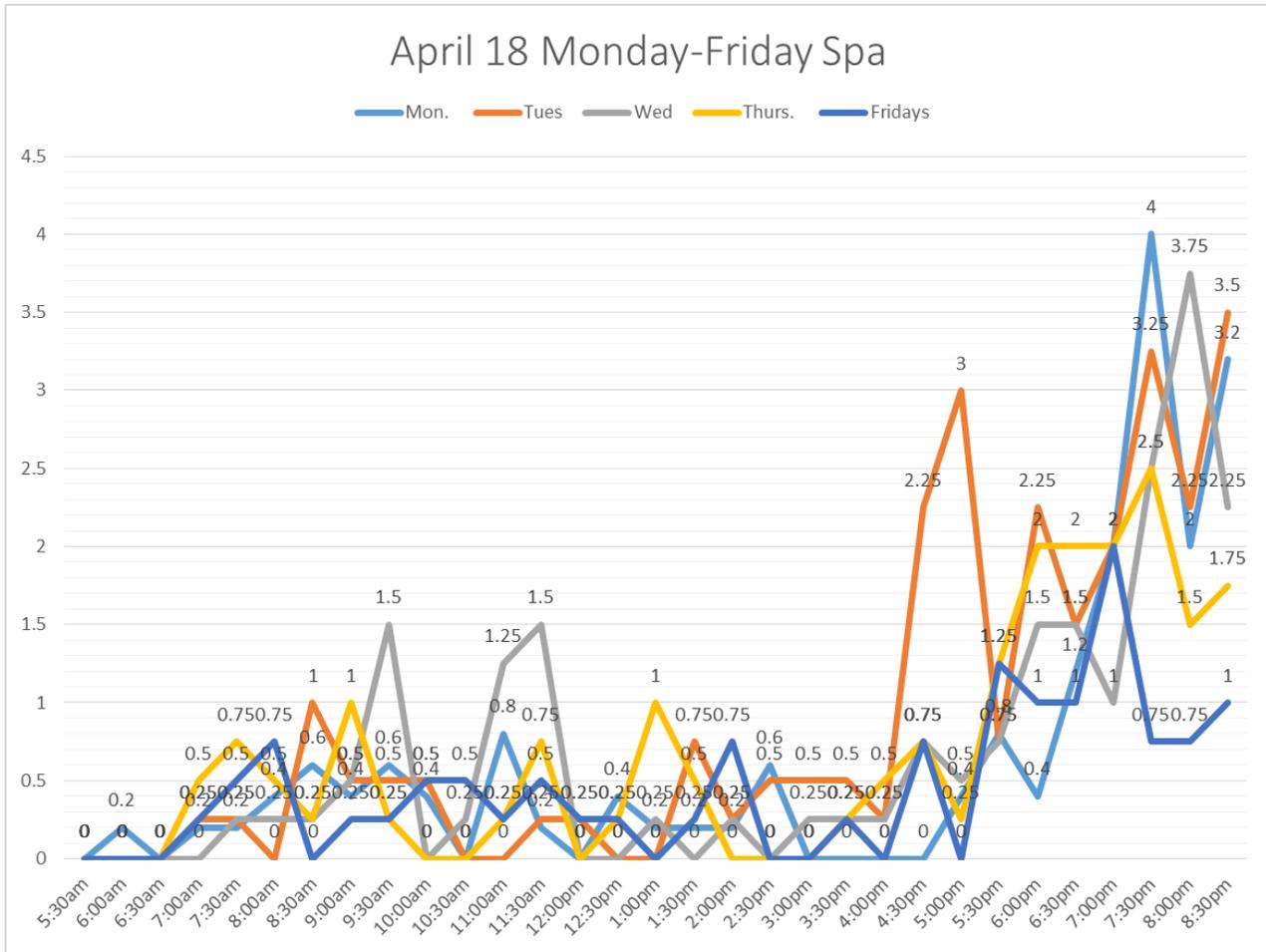


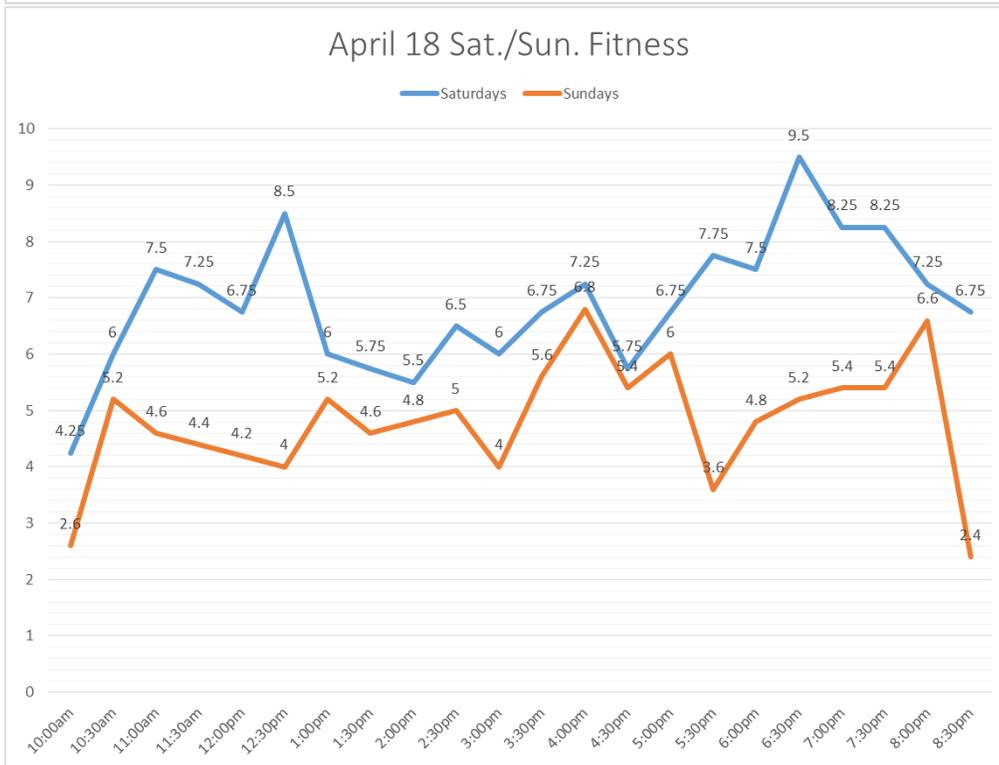
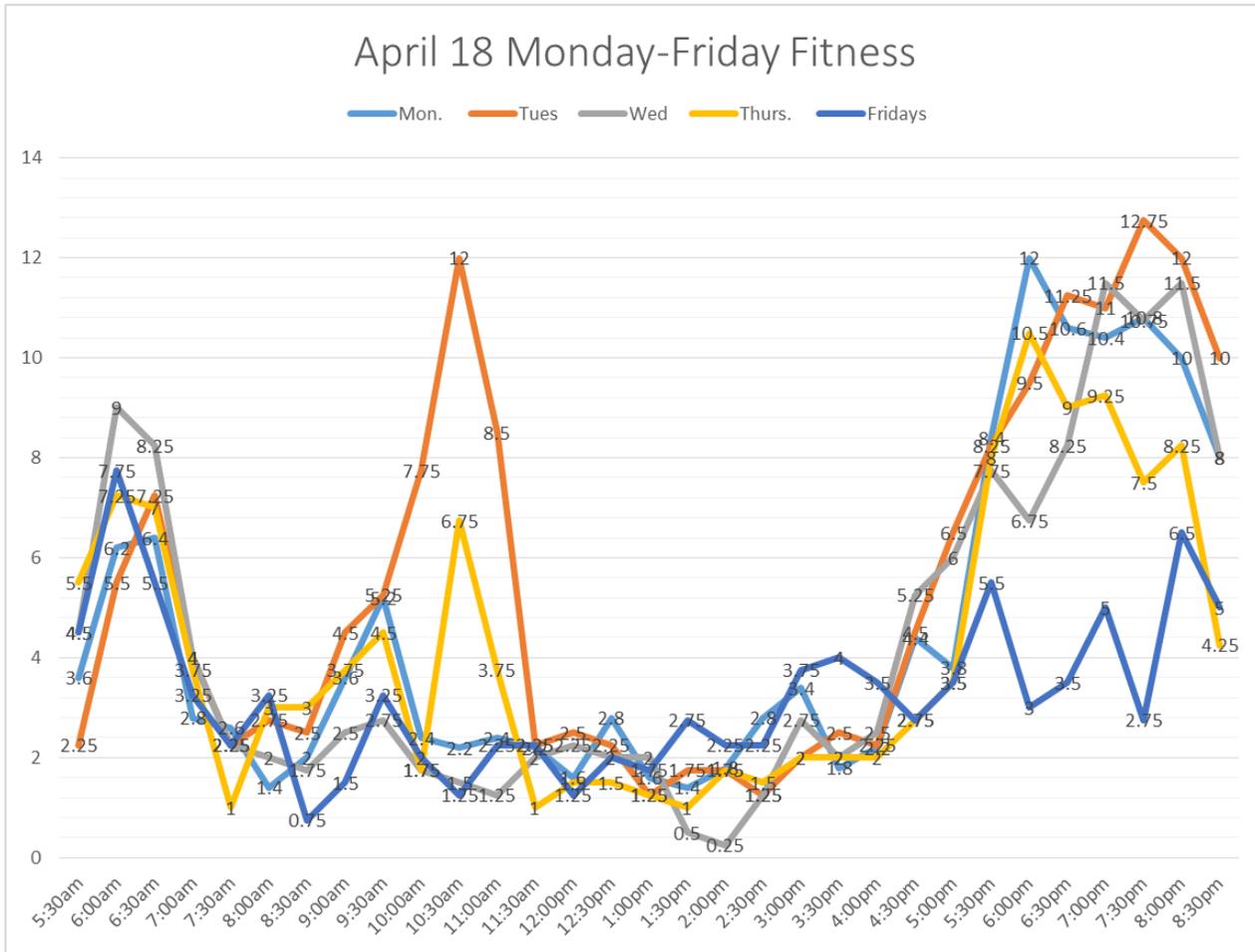
Area Usage: Count of the number of individuals in each area at the top and bottom of each hour. Showing trends and patterns of area usage, these numbers are not an accurate reporting of the overall number of patrons using the facility as patrons who remain in any area for more than 30 minutes are counted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

Combined Facility Totals

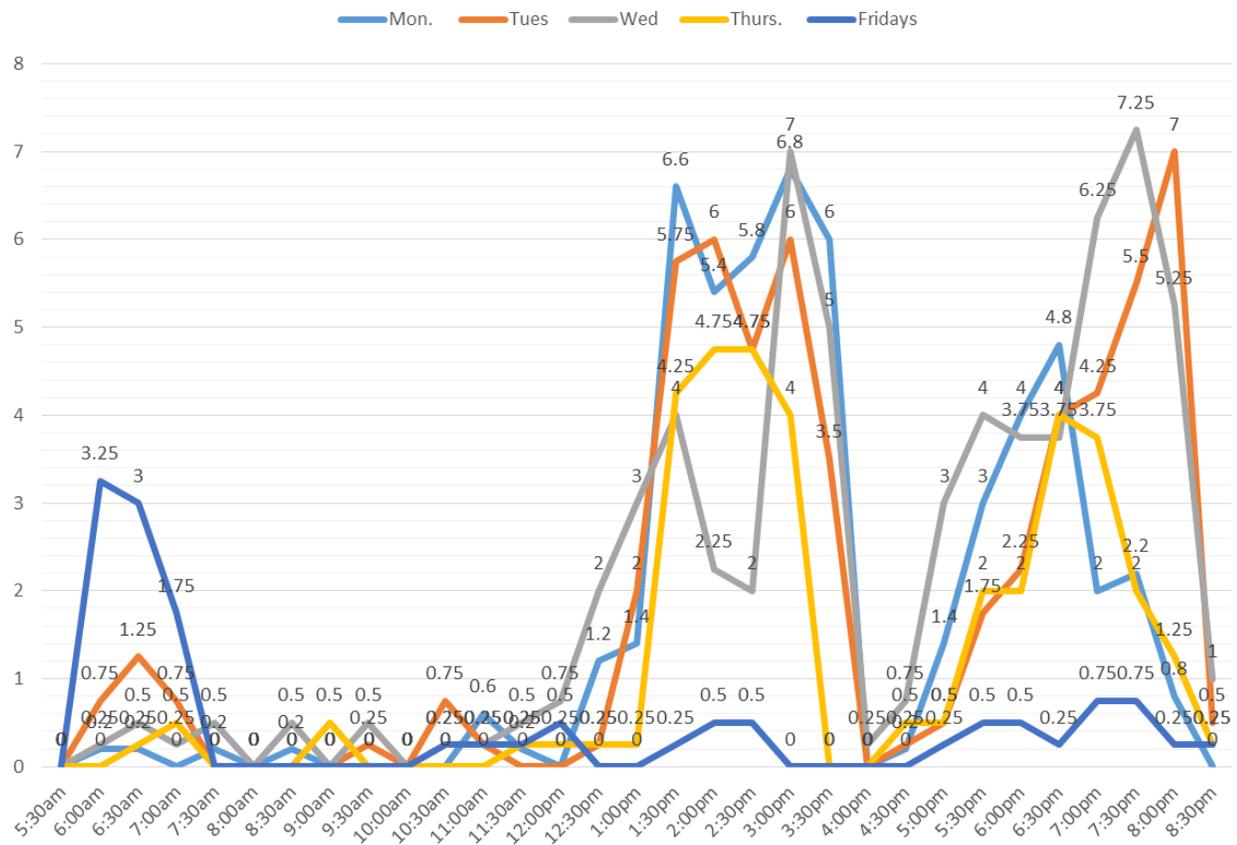




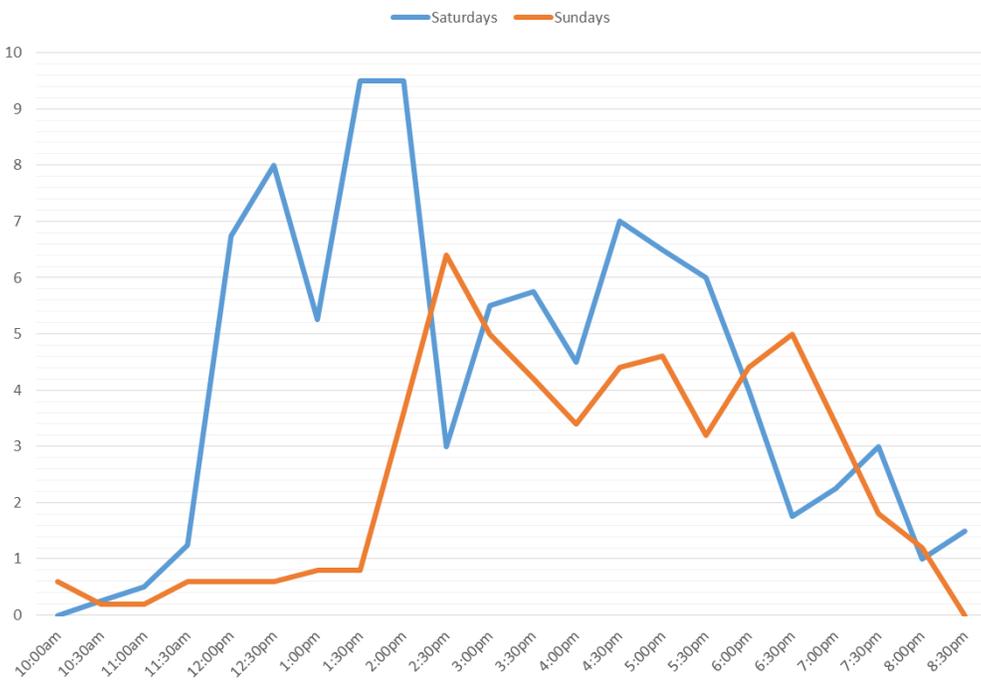


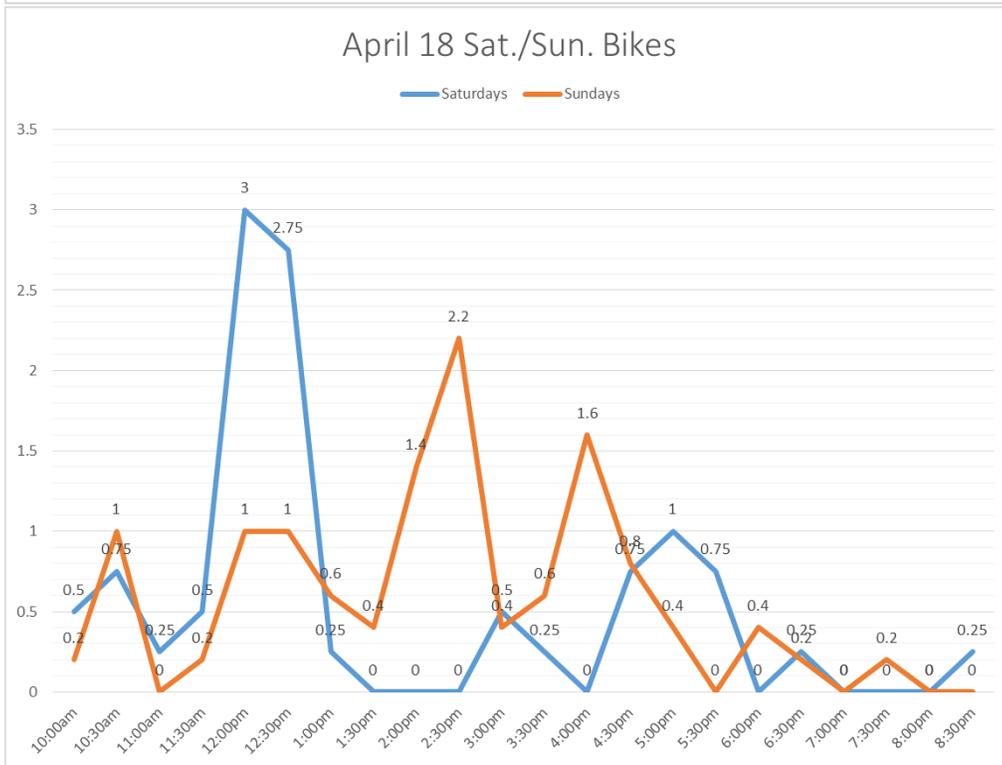
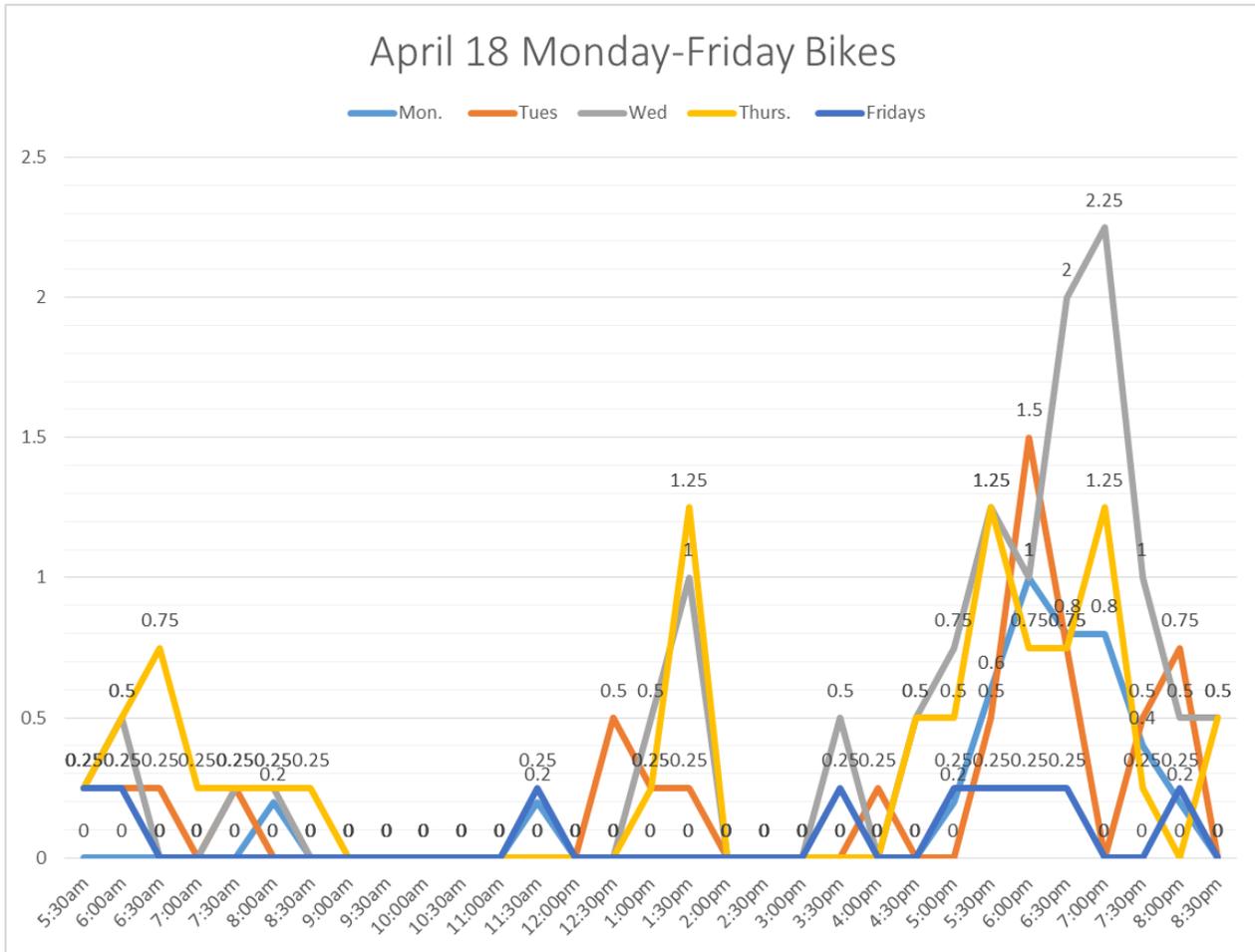


### April 18 Monday-Friday Studio



### April 18 Sat./Sun. Studio





April 2018 Monthly Facility Averages by day of the week

<b>Total:</b>	<b>Mon.</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs.</b>	<b>Fridays</b>	<b>Total:</b>	<b>Saturdays</b>	<b>Sundays</b>
5:30am	0	0	0	0	0	5:30am		
6:00am	4.4	3.5	6	6.75	5.75	6:00am		
6:30am	8.2	10	11.75	10	13	6:30am		
7:00am	10.6	12	14.25	11.5	11.25	7:00am		
7:30am	8.8	7.5	11.5	6.75	8	7:30am		
8:00am	6.4	5	10.25	3	4.75	8:00am		
8:30am	3.2	5.75	6.75	5.25	4.5	8:30am		
9:00am	4	4.5	5.5	6	3	9:00am		
9:30am	4.8	5.5	5.25	6.75	3.75	9:30am		
10:00am	6.6	6.25	3.5	7.75	5	10:00am	0	0
10:30am	6.8	8	6	5	4.5	10:30am	5.25	7.2
11:00am	8	13.5	8	10.25	4.75	11:00am	20	12.6
11:30am	7.6	10.25	5.25	5.25	5	11:30am	21.75	11.2
12:00pm	4	3.25	4	2.25	4	12:00pm	19.25	12.4
12:30pm	3.8	3.25	3.5	2.5	3	12:30pm	29.25	12
1:00pm	5	4	6	4.5	3	1:00pm	33.75	10.2
1:30pm	4.2	4.75	9.5	3.75	3.5	1:30pm	22.25	15
2:00pm	9.6	9	10.75	6.75	5.5	2:00pm	19	17
2:30pm	9	8.75	3.5	6.75	4.5	2:30pm	20.75	27.6
3:00pm	10.4	7.5	5	9	4.5	3:00pm	18.75	37
3:30pm	12	10.25	12.25	10	4.25	3:30pm	22.75	23.4
4:00pm	9.6	10.25	11.5	6	7.5	4:00pm	30	29.8
4:30pm	3.2	9	8.75	6.25	7.75	4:30pm	29.75	29.4
5:00pm	7.8	16	10.5	7.75	6	5:00pm	31.75	30.2
5:30pm	12	19.75	15.5	13.75	10.75	5:30pm	46	32
6:00pm	24.2	22.25	24	23	16.25	6:00pm	44	30.6
6:30pm	27.2	27	28.25	27.75	19.75	6:30pm	29.25	30.8
7:00pm	28.2	26	32	29.25	20.75	7:00pm	33.75	30.6
7:30pm	28.6	28.5	41	23.25	19.25	7:30pm	33.25	25.4
8:00pm	30.4	32.5	30.25	23	14.5	8:00pm	31.75	16.6
8:30pm	29	34.5	28.5	17	18.25	8:30pm	20.75	11.4

April 2018 Monthly Area Averages

Pool	Mon.	Tues	Wed	Thurs.	Fridays	Pool	Saturdays	Sundays		Spa	Mon.	Tues	Wed	Thurs.	Fridays	Spa	Saturdays	Sundays
5:30am	0	0	0	0	0	5:30am				5:30am	0	0	0	0	0	5:30am		
6:00am	0.6	1	1.25	1	1	6:00am				6:00am	0.2	0	0	0	0	6:00am		
6:30am	1.8	3.5	2	2.25	1.75	6:30am				6:30am	0	0	0	0	0	6:30am		
7:00am	3.8	3	5.5	3	2.5	7:00am				7:00am	0.2	0.25	0	0.5	0.25	7:00am		
7:30am	5.8	2.5	7	1.5	2.5	7:30am				7:30am	0.2	0.25	0.25	0.75	0.5	7:30am		
8:00am	3.2	2.5	7	1.25	1.75	8:00am				8:00am	0.4	0	0.25	0.5	0.75	8:00am		
8:30am	1	2	4.25	1.75	1.25	8:30am				8:30am	0.6	1	0.25	0.25	0	8:30am		
9:00am	1.4	1.5	2.75	1.75	2	9:00am				9:00am	0.4	0.5	0.5	1	0.25	9:00am		
9:30am	0.6	0.5	1.25	2.25	2	9:30am				9:30am	0.6	0.5	1.5	0.25	0.25	9:30am		
10:00am	1	0.25	0.25	3.25	1.25	10:00am	0	0		10:00am	0.4	0.5	0	0	0.5	10:00am	0	0
10:30am	4.4	0.25	4	3.25	2	10:30am	3	3.4		10:30am	0	0	0.25	0	0.5	10:30am	0	0.4
11:00am	5	0.75	5	3.25	3	11:00am	13.75	5.8		11:00am	0.8	0	1.25	0.25	0.25	11:00am	0.75	0.4
11:30am	4.4	1.25	2.25	0.75	2	11:30am	12.75	5		11:30am	0.2	0.25	1.5	0.75	0.5	11:30am	2.5	1.4
12:00pm	1.4	0.75	1.5	1	1	12:00pm	12.25	7		12:00pm	0	0.25	0	0	0.25	12:00pm	0.75	0.2
12:30pm	1.8	0.75	0.5	0.5	1	12:30pm	15	5.8		12:30pm	0.4	0	0	0.25	0.25	12:30pm	0.25	0.4
1:00pm	0.8	1	1.75	1.75	1	1:00pm	15.5	3.6		1:00pm	0.2	0	0.25	1	0	1:00pm	0.5	1
1:30pm	1	0.5	4	1.5	1.5	1:30pm	11.25	7		1:30pm	0.2	0.75	0	0.5	0.25	1:30pm	1.5	1.4
2:00pm	1.4	1	5	0.25	1.75	2:00pm	2.25	10.4		2:00pm	0.2	0.25	0.25	0	0.75	2:00pm	2.5	0.8
2:30pm	1.2	0.5	1	0.25	1.75	2:30pm	7.25	16.8		2:30pm	0.6	0.5	0	0	0	2:30pm	0.5	1
3:00pm	1.8	1	1.5	2.75	1.75	3:00pm	11	20		3:00pm	0	0.5	0.25	0	0	3:00pm	0.75	3.4
3:30pm	1.8	1.75	2.25	3.75	0.25	3:30pm	12.75	13		3:30pm	0	0.5	0.25	0.25	0.25	3:30pm	0.75	1
4:00pm	1.8	4	3.75	3.5	3.25	4:00pm	18.25	16		4:00pm	0	0.25	0.25	0.5	0	4:00pm	1.5	3.4
4:30pm	1	4.25	5.25	3.5	3.5	4:30pm	18.25	14.4		4:30pm	0	2.25	0.75	0.75	0.75	4:30pm	2.5	3.2
5:00pm	2.8	8.25	3.5	3.75	3.25	5:00pm	18	15.4		5:00pm	0.4	3	0.5	0.25	0	5:00pm	2.5	4.2
5:30pm	5.8	12	5	8	5.5	5:30pm	30	19.2		5:30pm	0.8	0.75	0.75	1.25	1.25	5:30pm	3.25	1.8
6:00pm	11.8	9.5	9.5	9.75	9	6:00pm	28.75	20.8		6:00pm	0.4	2.25	1.5	2	1	6:00pm	2	3
6:30pm	9	12.25	15.25	12.5	15	6:30pm	18	17.6		6:30pm	1.2	1.5	1.5	2	1	6:30pm	2	3.6
7:00pm	10	8	17	13.5	14.75	7:00pm	19.75	17.8		7:00pm	2	2	1	2	2	7:00pm	3.75	2.4
7:30pm	11.4	10	18.5	6.5	12.75	7:30pm	21.75	14.2		7:30pm	4	3.25	2.5	2.5	0.75	7:30pm	2.5	2.4
8:00pm	15	11.5	7.5	11.75	10.25	8:00pm	18.5	7		8:00pm	2	2.25	3.75	1.5	0.75	8:00pm	3.75	2.2
8:30pm	14.8	11.25	9	5.75	10.25	8:30pm	12	2.4		8:30pm	3.2	3.5	2.25	1.75	1	8:30pm	3	1.2

April 2018 Monthly Area Averages

Fitness	Mon.	Tues	Wed	Thurs.	Fridays	Fitness	Saturdays	Sundays	Studio	Mon.	Tues	Wed	Thurs.	Fridays	Studio	Saturdays	Sundays	Bikes	Mon.	Tues	Wed	Thurs.	Fridays	Bikes	Saturdays	Sundays	
5:30am	3.6	2.25	4.5	5.5	4.5	5:30am			5:30am	0	0	0	0	0	5:30am			5:30am	0	0.25	0.25	0.25	0.25	5:30am			
6:00am	6.2	5.5	9	7.25	7.75	6:00am			6:00am	0.2	0.75	0.25	0	3.25	6:00am			6:00am	0	0.25	0.5	0.5	0.25	6:00am			
6:30am	6.4	7.25	8.25	7	5.5	6:30am			6:30am	0.2	1.25	0.5	0.25	3	6:30am			6:30am	0	0.25	0	0.75	0	6:30am			
7:00am	2.8	4	4	3.75	3.25	7:00am			7:00am	0	0.75	0.25	0.5	1.75	7:00am			7:00am	0	0	0	0.25	0	7:00am			
7:30am	2.6	2.25	2.25	1	2.25	7:30am			7:30am	0.2	0	0.5	0	0	7:30am			7:30am	0	0.25	0.25	0.25	0	7:30am			
8:00am	1.4	2.75	2	3	3.25	8:00am			8:00am	0	0	0	0	0	8:00am			8:00am	0.2	0	0.25	0.25	0	8:00am			
8:30am	2	2.5	1.75	3	0.75	8:30am			8:30am	0.2	0	0.5	0	0	8:30am			8:30am	0	0	0	0.25	0	8:30am			
9:00am	3.6	4.5	2.5	3.75	1.5	9:00am			9:00am	0	0	0	0.5	0	9:00am			9:00am	0	0	0	0	0	9:00am			
9:30am	5.2	5.25	2.75	4.5	3.25	9:30am			9:30am	0	0.25	0.5	0	0	9:30am			9:30am	0	0	0	0	0	9:30am			
10:00am	2.4	7.75	1.75	1.75	2	10:00am	4.25	2.6	10:00am	0	0	0	0	0	10:00am	0	0.6	10:00am	0	0	0	0	0	10:00am	0.5	0.2	
10:30am	2.2	12	1.5	6.75	1.25	10:30am	6	5.2	10:30am	0	0.75	0.25	0	0.25	10:30am	0.25	0.2	10:30am	0	0	0	0	0	10:30am	0.75	1	
11:00am	2.4	8.5	1.25	3.75	2.25	11:00am	7.5	4.6	11:00am	0.6	0.25	0.25	0	0.25	11:00am	0.5	0.2	11:00am	0	0	0	0	0	11:00am	0.25	0	
11:30am	2.2	2.25	2	1	2.25	11:30am	7.25	4.4	11:30am	0.2	0	0.5	0.25	0.25	11:30am	1.25	0.6	11:30am	0.2	0	0	0	0.25	11:30am	0.5	0.2	
12:00pm	1.6	2.5	2.25	1.5	1.25	12:00pm	6.75	4.2	12:00pm	0	0	0.75	0.25	0.5	12:00pm	6.75	0.6	12:00pm	0	0	0	0	0	12:00pm	3	1	
12:30pm	2.8	2.25	2	1.5	2	12:30pm	8.5	4	12:30pm	1.2	0.25	2	0.25	0	12:30pm	8	0.6	12:30pm	0	0.5	0	0	0	12:30pm	2.75	1	
1:00pm	1.6	1.25	2	1.25	1.75	1:00pm	6	5.2	1:00pm	1.4	2	3	0.25	0	1:00pm	5.25	0.8	1:00pm	0	0.25	0.5	0.25	0	1:00pm	0.25	0.6	
1:30pm	1.4	1.75	0.5	1	2.75	1:30pm	5.75	4.6	1:30pm	6.6	5.75	4	4.25	0.25	1:30pm	9.5	0.8	1:30pm	0	0.25	1	1.25	0	1:30pm	0	0.4	
2:00pm	1.8	1.75	0.25	1.75	2.25	2:00pm	5.5	4.8	2:00pm	5.4	6	2.25	4.75	0.5	2:00pm	9.5	3.6	2:00pm	0	0	0	0	0	2:00pm	0	1.4	
2:30pm	2.8	1.25	1.25	1.5	2.25	2:30pm	6.5	5	2:30pm	5.8	4.75	2	4.75	0.5	2:30pm	3	6.4	2:30pm	0	0	0	0	0	2:30pm	0	2.2	
3:00pm	3.4	2	2.75	2	3.75	3:00pm	6	4	3:00pm	6.8	6	7	4	0	3:00pm	5.5	5	3:00pm	0	0	0	0	0	3:00pm	0.5	0.4	
3:30pm	1.8	2.5	2	2	4	3:30pm	6.75	5.6	3:30pm	6	3.5	5	0	0	3:30pm	5.75	4.2	3:30pm	0	0	0.5	0	0.25	3:30pm	0.25	0.6	
4:00pm	2.2	2.25	2.5	2	3.5	4:00pm	7.25	6.8	4:00pm	0	0	0.25	0	0	4:00pm	4.5	3.4	4:00pm	0	0.25	0	0	0	4:00pm	0	1.6	
4:30pm	4.4	4.5	5.25	2.75	2.75	4:30pm	5.75	5.4	4:30pm	0.2	0.25	0.75	0.5	0	4:30pm	7	4.4	4:30pm	0	0	0.5	0.5	0	4:30pm	0.75	0.8	
5:00pm	3.8	6.5	6	3.5	3.5	5:00pm	6.75	6	5:00pm	1.4	0.5	3	0.5	0.25	5:00pm	6.5	4.6	5:00pm	0.2	0	0.75	0.5	0.25	5:00pm	1	0.4	
5:30pm	8.4	8.25	7.75	8	5.5	5:30pm	7.75	3.6	5:30pm	3	1.75	4	2	0.5	5:30pm	6	3.2	5:30pm	0.6	0.5	1.25	1.25	0.25	5:30pm	0.75	0	
6:00pm	12	9.5	6.75	10.5	3	6:00pm	7.5	4.8	6:00pm	4	2.25	3.75	2	0.5	6:00pm	4	4.4	6:00pm	1	1.5	1	0.75	0.25	6:00pm	0	0.4	
6:30pm	10.6	11.25	8.25	9	3.5	6:30pm	9.5	5.2	6:30pm	4.8	4	3.75	4	0.25	6:30pm	1.75	5	6:30pm	0.8	0.75	2	0.75	0.25	6:30pm	0.25	0.2	
7:00pm	10.4	11	11.5	9.25	5	7:00pm	8.25	5.4	7:00pm	2	4.25	6.25	3.75	0.75	7:00pm	2.25	3.4	7:00pm	0.8	0	2.25	1	1.25	0	7:00pm	0	0
7:30pm	10.8	12.75	10.75	7.5	2.75	7:30pm	8.25	5.4	7:30pm	2.2	5.5	7.25	2	0.75	7:30pm	3	1.8	7:30pm	0.4	0.5	1	0.25	0	7:30pm	0	0.2	
8:00pm	10	12	11.5	8.25	6.5	8:00pm	7.25	6.6	8:00pm	0.8	7	5.25	1.25	0.25	8:00pm	1	1.2	8:00pm	0.2	0.75	0.5	0	0.25	8:00pm	0	0	
8:30pm	8	10	8	4.25	5	8:30pm	6.75	2.4	8:30pm	0	0.5	1	0.25	0.25	8:30pm	1.5	0	8:30pm	0	0	0.5	0.5	0	8:30pm	0.25	0	

# CITY OF BETHEL

City Clerk's Office



## MEMORANDUM

TO: City Council Members  
FROM: Lori Strickler  
DATE: May 10, 2018  
SUBJECT: Filing Council Vacancy

The procedure for filling a council vacancy is as follows.

For the appointment, council members will make a motion to nominate a qualified person to fill the vacant seat. As with any motion, it must have a second and pass by the majority of the body (4). After the nominations are made the clerk will provide each council member a slip of paper with their name on it and a blank line. On that line the council member will write the name of the individual they are voting to appoint onto city council. After all of the votes are cast the City Clerk will collect the slips and read the vote of each council member out loud (the council votes are not secret votes in an appointment process). The person receiving the majority of the votes (the majority of the votes is 4) shall read and sign their oath of office and take their council seat.

**IF** None of the candidates receive the majority of the votes then the clerk will again hand out the slips of paper to each council member to hold another written vote, as mentioned above. The balloting can occur up to three (3) times, if after the third round of balloting the vacancy is not filled, two nominees with the highest number of votes and the second highest number of votes will draw straws. The person with the longest straw will fill the council seat.

**IF** there is a tie vote between the individuals who received the **second highest** votes in the third round of balloting then all three individuals will draw straws.

**IF** there is a tie vote between the individuals who received the **highest** votes the drawing of the straws would be between those two individuals.

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# ***Unfinished Business***

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*CITY OF BETHEL, ALASKA*

**Ordinance # 18-10**

**AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE 5.08, ALCOHOLIC BEVERAGES TO PROHIBIT THE SALE OF ALCOHOL WITH AN ALCOHOL BY VOLUME PERCENTAGE HIGHER THAN 20% IN THE CITY OF BETHEL**

**WHEREAS,** State law provides the City authority to regulate alcohol sales within the City's jurisdiction and the Bethel City Council finds it necessary to do so to reduce excessive alcohol consumption and its related harms;

**WHEREAS,** *Alaska Statutes (AS) 04.21.010, Municipal Regulation and taxation,* states:  
(a) A municipality may adopt ordinances governing the importation, barter, sale, and consumption of alcoholic beverages within the municipality and may ban possession of alcoholic beverages under 04.11.491 (a) (5) (Local Options);

**WHEREAS,** in the YK Delta it is widely understood that alcoholic beverages with an Alcohol by Volume (ABV) above 20% (hard liquor) are the primary types of alcohol associated with public intoxication, ambulance and police responses, Search and Rescue missions, bootlegging and crimes such as domestic violence and sexual assault;

**WHEREAS,** the Police Department's total calls for service increased from 17,052 in 2015 when sales were not legal, to 20,634 in 2017, when sales were legal this represents a total increase of 19% between 2015 and 2017;

**WHEREAS,** the Fire Department's Emergency Medical Services total calls for service in the community have increase from 1,172 in 2015, to 1,734 in 2017 - this represents a total increase of 38% between 2015 and 2017;

**WHEREAS,** public safety and public health concerns such as motor vehicle injuries and deaths, violence-related and other injuries, and bootlegging, coupled with undesirable community conditions, and an increased burden on a number of social services and agencies around the region have made it difficult for the City Council to ignore the significant impacts alcohol has had;

**WHEREAS,** the Bethel City Council members have a vested interest in preserving the quality of life for our citizens and want to improve the current situation by minimizing the amount of hard alcohol that is available in the region;

- 44 **WHEREAS,** AS 04.21.010 gives the Council authority to regulate alcohol, the City Council  
45 believes that by prohibiting the purchase of alcohol with an ABV higher than  
46 20%, the negative effects associated with alcohol will be reduced;  
47
- 48 **WHEREAS,** the prohibition to sell ABV in excess of 20% would not prevent people  
49 residing in Bethel from submitting written orders to vendors in Anchorage to  
50 purchase alcohol containing ABV of 21% and higher;  
51
- 52 **WHEREAS,** *Alaska Administrative Code (AAC) 304.645 Written orders for alcoholic*  
53 *beverages; other transporting of alcohol beverages; local governing body*  
54 *authority,* would require the purchaser to list their physical residence  
55 address, which must be within an area that has not restricted the sale,  
56 importation, or possession of alcoholic beverages under AS 04.11.491;  
57
- 58 **WHEREAS,** with written orders being the only way to legally obtain alcohol with an ABV  
59 over 20%, people residing in a community that has restricted the sale,  
60 importation, or possession of alcoholic beverages would not be able to place  
61 an order through a vendor in Anchorage;  
62
- 63 **WHEREAS,** 3 AAC 304.645 would also require a package store licensee who sells  
64 alcoholic beverages in response to a written order to provide notice to the  
65 Alcohol Beverage Control Board of any customer who engages in a regular  
66 practice of ordering large quantities of alcoholic beverages;  
67
- 68 **WHEREAS,** these written order requirements should reduce the number of people able  
69 to access hard alcohol and would provide the State with a mechanism to  
70 better track high quantity purchases to better identify who is engaging in  
71 illegal sales;  
72
- 73 **WHEREAS,** by prohibiting ABV of 21% and higher the City is able to uphold the decision  
74 of the voters while still establishing a certain amount of control over the  
75 distribution of hard alcohol in the community and the region;  
76
- 77 **WHEREAS,** these actions are in line with one of the very purposes of Title 4 as stated in  
78 the legislative history  
79
- 80 **WHEREAS,** the legislative history of Title 4 demonstrates a legislative focus to (a) allow  
81 for more municipal input and oversight and (b) protect the public health,  
82 safety and welfare of the people of the State of Alaska  
83
- 84 **WHEREAS,** the protection of the public health, safety and welfare of the people was  
85 codified throughout Title 4 with the authority of the Board to deny licenses,  
86 permits, transfers and renewals because they are not in the best interests

87 of the public: AS 04.11.320(b)(1), AS 04.11.330(c)(1), AS 04.11.340(1), AS  
88 04.11.360(1) and AS 04.11.370(a)(6);

89  
90 **WHEREAS,** this action by the City Council accomplishes the legislative goals and protects  
91 the people of not just Bethel, but also the YK Delta.  
92

93  
94 **Chapter 5.08**

95 **ALCOHOLIC BEVERAGES**

96 Sections:

- 97 5.08.010 Definitions.
- 98 5.08.020 Procedure for administrative review of license applications.
- 99 5.08.030 City council review of license.
- 100 5.08.040 Council action on liquor license applications.
- 101 5.08.050 Recordkeeping required of all sellers.
- 102 5.08.060 Conditional use permit required.
- 103 5.08.070 Licensee responsible for employees' actions on premises.
- 104 5.08.080 Hours and days of operation.
- 105 5.08.090 Obligation to enforce restrictions within licensed premises.
- 106 5.08.100 Alcohol server training course requirement.
- 107 5.08.110 Operation of licensed premises.
- 108 5.08.120 Restrictions on purchase and sale of alcoholic beverages.
- 109 5.08.130 Sale to intoxicated persons.
- 110 5.08.140 Eviction of patrons.
- 111 5.08.150 Open container.
- 112 5.08.160 Transportation of alcohol.
- 113 5.08.170 Inspection of premises.
- 114 5.08.180 Access for enforcement.
- 115 5.08.190 Alcohol offenses.
- 116 5.08.200 Penalties.

117 **5.08.010 Definitions.**

118 A. "Alcoholic beverages" means all spirituous, vinous, malt or other fermented or  
119 distilled beverages whatever the origin, that are intended for human consumption as a  
120 beverage and that contain one-half of one (1) percent or more of alcohol by volume,  
121 whether produced commercially or privately.

122 B. "Alcohol by volume" means the number of milliliters (ml) of pure ethanol present in  
123 100 ml of solution at 68 °F.

124 B. "Board" means the Alcoholic Beverage Control Board established under AS  
125 04.06.010.

126 C. "Intoxicated person" means a person whose physical or mental conduct is  
127 substantially impaired as a result of the introduction of an alcoholic beverage into the  
128 person's body and who exhibits those plain and easily observed or discovered outward  
129 manifestations of behavior commonly known to be produced by the overconsumption of  
130 alcoholic beverages.

131 D. "Licensed premises" means any or all designated portions of a building or structure,  
132 rooms or enclosures in the building or structure, or real estate leased, used, controlled,  
133 or operated by a licensee in the conduct of business for which the licensee is licensed  
134 by the ABC Board and the city at the specific address for which the license is issued.

135 E. "Liquor license" means any of the licenses or permits described in AS 04.11.080

136 F. "Open containers" means any original container or package without the Internal  
137 Revenue Service strip stamp intact upon such container or package; any container or  
138 package that has been opened at least once since purchase or manufacture; or any  
139 container or package containing an alcoholic beverage other than the original container  
140 or package.

141 G. "Person" means an individual, partnership, cooperative, association, joint venture,  
142 corporation, estate trust, business, receiver, or any entity, group or combination acting  
143 as a unit.

144 **5.08.020 Procedure for administrative review of license applications.**

145 A. Upon receipt of notice from the Board of an application for the issuance, renewal,  
146 transfer of location or transfer to another person of a liquor license for a license location  
147 in the city, the clerk shall as soon as practicable distribute copies of the notice to the  
148 city manager, the city council and the city attorney.

149 B. The city manager shall immediately refer the application for review as follows:

150 1. To the planning director or their designee to determine if the applicant has  
151 complied with the conditional use provision of the Bethel Municipal Code;

152 2. To the finance director or their designee to determine whether the licensee or  
153 license transferee is delinquent in paying to the city any tax, assessment, business  
154 license fee, or fee or charge for utility service for the business and/or affiliate (as  
155 defined in 3 AAC 304.990) that operates or will operate, under the liquor license.

156 3. To the police and fire chiefs to determine whether, in their opinion, there have  
157 been excessive calls for service, excessive numbers of convictions or arrests for  
158 unlawful activity at the license location, police or ambulance reports, reports of  
159 unlawful activity at the license location, or police, fire or ambulance dispatches to  
160 the license location.

161 C. The fire chief, police chief, planning director and finance director shall forward  
162 written statements to the city manager within fourteen (14) calendar days after the  
163 application was referred by the city manager.

164 D. The city manager shall provide a written report to the city council, with a copy to the  
165 applicant, listing any objections to the Board's issuance of the application. The city  
166 manager's report is due within twenty (20) days after the date of receipt of notice from  
167 the city clerk.

168 E. An applicant who believes the city manager's report contains factual errors shall file a  
169 written protest outlining, with specifics, the sections of the report believed to be  
170 factually incorrect. Such protest must be filed to the city manager not later than ten  
171 (10) calendar days after issuance of the city manager report.

172 F. The city manager shall investigate the applicant's protest and shall issue a written  
173 decision no later than ten (10) calendar days after receipt of the protest.

174 G. The city clerk shall place the matter of the application upon the city council agenda  
175 not less than thirty (30) and not more than forty (40) calendar days after the date of  
176 receipt from the Board.

177 **5.08.030 City council review of license.**

178 The city council shall determine whether to protest or recommend with conditions, the  
179 issuance, renewal or transfer of a liquor license application and shall consider the  
180 following factors it believes are pertinent. Such factors shall include, but not be limited  
181 to:

182 A. City records indicating whether the applicant and/or transferor is in violation of the  
183 city sales tax ordinances or regulations, has failed to comply with any of the filing,  
184 reporting or payment provisions of the city ordinances or regulations, or has any unpaid  
185 balance due on tax accounts for which the applicant and/or transferor is liable;

186 B. The character and public interests of the surrounding neighborhood;

187 C. Actual law enforcement problems with supporting data;

188 D. The concentration of other licenses of the same and other types in the area;

189 E. The adequacy of parking facilities;

190 F. The safety of ingress to and egress from the premises;

191 G. Compliance with state and local fire, health and safety codes;

192 H. The degree of control the licensee has or proposes to have over the conduct of the  
193 licensed business. In determining the applicant's demonstrated ability to maintain order  
194 and prevent unlawful conduct, the city council may consider police reports, the  
195 appearance of a readily identifiable pattern or practice of recurring violent acts or

196 unlawful conduct on the licensed premises, testimony presented before the council,  
197 written comments, or other evidence deemed to be reliable and relevant to the purpose  
198 of this subsection;

199 I. Whether the applicant can demonstrate prospective or continued compliance with  
200 operations procedures for licensed premises set forth in BMC 5.08.110;

201 J. The proximity to a school or alcohol inpatient or outpatient treatment;

202 K. Any history of convictions of the applicants and affiliates of the applicants for:

203 1. Any violation of AS Title 4;

204 L. Any other factor the city council determines is relevant to a particular application.

205 **5.08.040 Council action on liquor license applications.**

206 A. If a city council member wishes to protest the application, a resolution shall be  
207 prepared and introduced at the next regularly scheduled council meeting or earlier if  
208 necessary to meet the requirements of AS 04.11.480.

209 B. At least seven (7) calendar days prior to the council meeting, the city clerk shall  
210 provide the applicant with:

211 1. A copy of the proposed resolution; and

212 2. Notice of the date and time when council will consider the resolution; and

213 3. Notice the applicant will have an opportunity, pursuant to 3 AAC 304.145(d), to  
214 appear before the council to defend the application.

215 C. A protest by the council under this section cannot be based in whole or in part on  
216 police reports or other written materials available to the city but which were not  
217 provided to the affected applicant before the public hearing on that protest.

218 D. At the conclusion of the public hearing, and any deliberation of the council, the  
219 council may choose to:

220 1. Pass the resolution protesting to the Board the issuance, transfer or renewal of  
221 the liquor license application; or

222 2. Recommend the license be approved with conditions; or

223 3. Take no action on the application.

224 **5.08.050 Recordkeeping required of all sellers.**

225 A. Premises licensed under AS 04.11 shall keep and preserve suitable records of all  
226 sales made by the seller and such other books or accounts as may be necessary to  
227 determine the amount of tax which it is obliged to collect, including records of the gross  
228 daily sales, together with invoices of purchases and sales, bills of lading, bills of sale or

229 other pertinent records and documents as will substantiate and prove the accuracy of a  
230 tax return.

231 B. "Suitable records of all sales made" as used in subsection A of this section shall mean  
232 at a minimum a daily "Z" or "Z-total" report or equivalent (a "Z" or "Z-total" report is  
233 the report generated by the cash register at the end of each business day, which  
234 calculates, at least, the totals for each department key, total sales and total receipts –  
235 although some cash registers have more detailed "Z" or "Z-total" reports). Whatever  
236 records are kept must reflect the total daily purchases of taxable items. If no taxable  
237 sales are made on a business day, the records kept shall so reflect "zero" sales on that  
238 day. Records must also be kept to substantiate any claimed deductions or exclusions  
239 authorized by law. Records may be written, stored on data processing equipment or  
240 may be in any form that the city may readily examine.

241 C. All sellers within the city who sell alcoholic beverages must have a cash register and  
242 must record each retail sale on a cash register that provides, at a minimum, a daily "Z"  
243 or "Z-total" report, or equivalent.

244 D. Records shall be kept in a systematic manner conforming to accepted accounting  
245 methods and procedures. Such records include:

246 1. The books of accounts ordinarily maintained by a prudent business person.  
247 Records and accounting information stored on computers must be provided to the  
248 city in a readable form when requested by the city.

249 2. Documents of original entry such as original source documents, pre-numbered  
250 sequential source documents, pre-numbered sequential receipts, cash register  
251 tapes, sales journals, invoices, job orders, contracts, or other documents of original  
252 entry that support the entries in the books of accounts.

253 3. All schedules or working papers used to prepare gross and taxable sales results,  
254 including receipts or invoices showing exempt sales.

255 E. Records must show:

256 1. Gross receipts and amounts due from all taxable and exempt sales; and

257 2. The total purchase price of all goods and other property purchased for sale,  
258 resale, consumption, or lease.

259 F. Every seller shall preserve suitable records of sales for a period of three (3) years  
260 from the date of the return reporting such sales, and shall preserve for a period of  
261 three (3) years all invoices of goods and merchandise purchased for resale, and all such  
262 other books, invoices and records as may be necessary to accurately determine the  
263 amount of taxes which the seller was obliged to collect under this chapter.

264 G. The city finance department may examine and audit any relevant books, papers,  
265 records, returns or memoranda of any seller, may require the attendance of any seller,  
266 or any officer or employee of a seller, at a meeting with the finance director or his or  
267 her designee, and may require production of all relevant business records, in order to  
268 determine whether the seller has complied with this chapter.

269 **5.08.060 Conditional use permit required.**

270 Unless exempt, any use that includes the retail sale or dispensing of alcoholic beverages  
271 is permitted only by a conditional use permit. The conditional use requirement applies  
272 only to the retail sale or dispensing of alcoholic beverages and not to related principal  
273 or accessory uses.

274 **5.08.070 Licensee responsible for employees' actions on premises.**

275 A. A licensee may neither knowingly allow agents or employees to violate this chapter  
276 or AS Title 4 or regulations adopted thereunder, or to recklessly or with criminal or civil  
277 negligence fail to act in accordance with the duties prescribed under AS 04.21.030 with  
278 the result that an agent or employee of the licensee violates a law, regulation or  
279 ordinance.

280 B. The licensee shall be responsible for all acts or omissions of the licensee's employees  
281 on the licensed premises. The licensee may be cited and prosecuted for all acts or  
282 omissions of employees which are committed on the licensed premises and which are in  
283 violation of this chapter; provided, however, that the prosecution of the licensee shall  
284 not prohibit the prosecution of the employee for acts or omissions committed by the  
285 employee in violation of any provision of this chapter.

286 **5.08.080 Hours and days of operation.**

287 A. Premises licensed under AS 04.11.080 for the service and consumption of alcoholic  
288 beverages shall be closed for the sale, service and consumption of alcoholic beverages  
289 between the hours of 1:00 a.m. and 11:00 a.m. Monday through Friday, and between  
290 the hours of 2:00 a.m. and 11:00 a.m. on Saturday or Sunday or on a legal holiday  
291 recognized by the state under AS 44.12.010 with the exception of New Year's Day  
292 during which the establishment shall close by 3:00 a.m.

293 B. All other retail premises licensed under AS 04.11.080 shall be closed for the sale of  
294 alcoholic beverages between the hours of 11:00 p.m. and 11:00 a.m.

295 C. A person may not sell, offer for sale, give, furnish, deliver or consume an alcoholic  
296 beverage on premises licensed under AS 04.11 during the hours of closure set forth in  
297 this section.

298 D. A licensee, an agent, or employee may not permit a person to consume alcoholic  
299 beverages on the licensed premises between the hours of closure set forth in this  
300 section.

301 E. As authorized by AS 04.16.070(b), the sale of alcoholic beverages on state and/or  
302 city election days is not prohibited.

303 **5.08.090 Obligation to enforce restrictions within licensed premises.**

304 A licensee, their agent or employee may not permit the consumption of alcoholic  
305 beverages by any person within the licensed premises unless it is permitted by the  
306 license.

307 **5.08.100 Alcohol server training course requirement.**

308 A. A licensee, their agent or employees may not sell or dispense alcoholic beverages to  
309 the public prior to the successful completion of a liquor server awareness training  
310 program approved by the Board.

311 B. Licensees, their agents and employees who sell or dispense alcoholic beverages must  
312 be able to show proof of completion of a liquor server awareness training program  
313 approved by the Board upon request by a peace officer, the city manager (or their  
314 designee) or the Board.

315 **5.08.110 Operation of licensed premises.**

316 A. Except as otherwise provided in this section, the operations procedures set forth in  
317 subsection B of this section shall apply to all persons seeking the issuance, renewal or  
318 transfer of any license issued by the Board by virtue of AS Title 4 and other applicable  
319 provisions of law allowing the sale or service of alcoholic beverages. Subsection (B)(~~1-2~~)  
320 of this section shall not apply to persons seeking the issuance, transfer or renewal of  
321 licenses issued under AS Title 4 which do not authorize the sale or service of alcoholic  
322 beverages for consumption on the premises licensed.

323 B. Persons seeking the issuance, transfer or renewal of licenses issued by the Board  
324 under AS Title 4 and other applicable provisions of law shall comply with the following  
325 operations procedures:

326 1. Prohibited Sales. Licensed premises may not sell or offer to sell alcoholic  
327 beverages of which the alcohol by volume content is twenty-one (21%) percent or  
328 greater.

329 ~~1- 2.~~ Happy Hours. The city adopts AS 04.16.015, Pricing and marketing of alcoholic  
330 beverages.

331 ~~2- 3.~~ Public Transportation. Licensees shall make available to their patrons access to  
332 means of public transportation or permit patrons to make arrangements for  
333 transportation off the premises.

334 ~~3- 4.~~ Notice of Penalties. Operators shall place, at conspicuous locations within  
335 licensed premises, a clear and legible sign describing applicable penalties for driving  
336 under the influence, and for service or sale of alcoholic beverages to minors or  
337 intoxicated persons.

338 4. 5. Availability of Nonalcoholic Drinks. Operators shall have nonalcoholic drinks  
339 available for their patrons.

340 ~~5.~~ 6. Compliance Determination. In order to determine whether applicants seeking  
341 the issuance, renewal or transfer of alcoholic beverage licenses have complied with  
342 the provisions of this chapter, applicants shall, at the request of the city, submit to  
343 the city manager (or their designee) an alcoholic beverage licensee compliance  
344 form. Upon request, operators shall also provide the city manager with certificates  
345 from all current employees demonstrating that those employees have successfully  
346 completed a liquor service awareness training program such as the program for  
347 techniques in alcohol management (T.A.M.) as approved by the Board.

348 ~~6.~~ 7. Warning Signs for Impoundment and Forfeiture of Vehicles Seized Pursuant to  
349 an Arrest for or Charge of Driving under the Influence or Refusal to Submit to  
350 Chemical Tests. Upon adoption of a municipal code allowing for the forfeiture,  
351 operators shall display at conspicuous places in licensed premises two (2) signs  
352 warning that vehicles are seized in cases of driving under the influence or refusal to  
353 submit to chemical tests. One of these warning signs shall be at least eleven (11)  
354 inches by fourteen (14) inches in size, and must read, in lettering at least one-half  
355 (1/2) inch high and in contrasting colors or black and white, "DRIVE UNDER THE  
356 INFLUENCE – LOSE YOUR CAR." The sign described in the preceding sentence must  
357 carry a logo or illustration approved by the chief of police or their designee which  
358 shows an automobile being towed. The second warning sign shall be at least eleven  
359 (11) inches by fourteen (14) inches and must read, in letters at least one-quarter  
360 (1/4) inch high and in contrasting colors or black and white:

361 WARNING: IF YOU DRIVE UNDER THE INFLUENCE OR LET ANYONE  
362 DRIVE YOUR VEHICLE UNDER THE INFLUENCE, YOU WILL LOSE  
363 YOUR VEHICLE. The police SEIZE cars and trucks driven by intoxicated  
364 drivers. A vehicle will be IMPOUNDED for 30 days for the driver's first  
365 DUI offense. A vehicle will be FORFEITED if the driver has been  
366 convicted of DUI in the past ten (10) years.

367 ~~7.~~ 8. Warning Signs Required Other. The city adopts AS 04.21.065(b).

368 9. Warning stickers. Package Store License holders shall place a health warning  
369 sticker on each single alcohol bottle or case of beer sold stating: "HEALTH  
370 WARNING Drinking alcohol and driving increases the risk of injury or death." This  
371 sticker shall also contain the name of the store selling the alcohol.

372 C. Mandatory Identification Check in the Retail Sale of Alcoholic Beverages. Licensee or  
373 licensee's employee or agent shall require any purchaser (and anyone accompanying  
374 the purchaser) of alcoholic beverages to produce a current government-issued  
375 identification with birth date and photograph for identification check prior to any on-  
376 premises sale. The purpose of the identification check is to verify age and eligibility to  
377 purchase alcoholic beverages. Failure to conduct the mandatory identification check

378 required by this section is a violation of code and the licensee or licensee's employee or  
379 agent failing to conduct the mandatory identification check shall be subject to the civil  
380 penalty provisions of this chapter. For purposes of mandatory identification check  
381 required by this section:

382 1. "Current government-issued" means a state, federal or foreign government  
383 picture identification in force and effect for a specified period stated within the  
384 identification, when presented prior to expiration of the period stated. A state  
385 government identification with birth date and photograph issued by any state of the  
386 United States is included within the meaning of "current government-issued" if the  
387 period of validity is specified and the identification is presented prior to expiration of  
388 the period stated.

389 2. The subsequent invalidation of the identification as a bona fide government-  
390 issued identification does not invalidate the compliance.

391 3. An ongoing pattern of noncompliance with the mandatory identification check  
392 required by this code may result in review of the conditions of use or may result in  
393 the revocation of a special use permit previously approved by the city council.  
394 Action by the city council on licensee's special use permit under this section shall be  
395 in addition to any criminal or civil penalty applicable to the individual making the  
396 sale without performing the mandatory identification check.

397 D. Security Personnel. Each premises licensed under AS 04.11.090, Beverage  
398 dispensary license, shall employ at least one (1) person who shall be on duty between  
399 8:00 p.m. and the closing hour of the licensed premises. This person shall not be the  
400 bartender on duty, and shall be on duty for the express purpose of maintaining order  
401 within the establishment and assuring compliance, by the clientele, with the provisions  
402 of this chapter.

403 E. Security Cameras. At least one (1) twenty-four- (24-) hour time-lapse security  
404 camera is required to be installed and properly maintained in the interior of the building  
405 at all locations licensed under AS 04.11.150, Package store license. The cameras must  
406 be able to capture all sales transactions. To the extent allowed by law, the  
407 establishment operators may be required to provide any tapes or other recording media  
408 from the security camera to the police department.

409 F. Premises to Be Cleared upon Closing. Upon closing, licensees shall clear alcoholic  
410 beverage establishment of all persons, other than necessary employees, within fifteen  
411 (15) minutes after the closing hours.

412 G. Age Limit Signs to Be Exhibited. All licensees shall cause to remain displayed upon  
413 the premises and in the entrance to the premises of their establishments a conspicuous  
414 sign in a prominent place visible from outside the establishment, which shall in  
415 substance state: "No person under the age of twenty-one (21) years permitted. Any  
416 such person will be prosecuted to the full extent of the law." Excepting that licensed

417 establishments regularly serving meals may modify the sign in accordance with the  
418 provisions of this chapter and AS Title 4.

419 **5.08.120 Restrictions on purchase and sale of alcoholic beverages.**

420 A. A person licensed under AS 04.11.090 (Beverage Dispensary License), 04.11.100  
421 (Restaurant or Eating Place), 04.11.110 (Club License), or 04.11.150 (Package Store)  
422 may not purchase, sell, or offer for sale an alcoholic beverage unless the alcoholic  
423 beverage being purchased, sold, or offered for sale was obtained from a person  
424 licensed under:

- 425 1. AS 04.11.160 (wholesale licenses) as a primary source of supply for the alcoholic  
426 beverage being purchased, sold, or offered for sale;
- 427 2. AS 04.11.150 (package store) and the alcoholic beverage being purchased, sold,  
428 or offered for sale was obtained from a person licensed under AS 04.11.160  
429 (wholesale) as a primary source of supply; or
- 430 3. AS 04.11.130 (licensed brewery), 04.11.140 (licensed winery), or 04.11.170  
431 (licensed distillery).

432 **5.08.130 Sale to intoxicated persons.**

433 A. A licensee, his agent or employee may not knowingly or negligently:

- 434 1. Sell, give or barter alcoholic beverages to an intoxicated person;
- 435 2. Allow another person to sell, give or barter an alcoholic beverage to an  
436 intoxicated person within the licensed premises;
- 437 3. Allow an intoxicated person to enter and remain within the licensed premises or  
438 to consume an alcoholic beverage within the licensed premises; or
- 439 4. Permit an intoxicated person to sell or serve alcoholic beverages.

440 **5.08.140 Eviction of patrons.**

441 The licensee and employees of the licensee are expressly permitted to evict any person  
442 suspected of being under the age of twenty-one (21) or intoxicated and failure of such  
443 person to leave after oral request is unlawful and an offense on the part of that person.

444 **5.08.150 Open container.**

445 A. It shall be unlawful to consume an open container of alcoholic beverages on the  
446 public streets, sidewalks, alleys, parks, or other public places throughout the city. Open  
447 containers of alcoholic beverages may be carried in a vehicle in a locked truck or other  
448 secured location inaccessible to the driver and passengers within the vehicle.

449 B. Open containers are permitted on private residential property, with the consent of  
450 the owner or legal occupant of the property.

451 **5.08.160 Transportation of alcohol.**

452 The transportation of alcoholic beverages by common carrier or commercial carrier  
453 within the city of Bethel to a residential home or nonlicensed alcohol distribution facility  
454 is strictly prohibited except as expressly authorized by AS Title 4.

455 **5.08.170 Inspection of premises.**

456 A. The premises of licensees authorized to sell or distribute intoxicating liquor shall be  
457 easily accessible for inspection by police officers during all regular hours of the  
458 transaction of business upon the premises, and at any other time with reasonable  
459 notice by the officer.

460 B. The police department may inspect any premises with an alcoholic beverage license  
461 for compliance with conditions on the license. Upon discovering a violation of such  
462 conditions, the police department shall submit a written report of the violation to the  
463 city clerk for review by the city council and provide a copy thereof to the licensee.

464 C. If at any time there appears to be a readily identifiable pattern or practice of  
465 recurring violent acts or unlawful conduct in a licensed premises, the city may send  
466 notice of possible protest to the licensee that he or she must submit and implement a  
467 plan for remedial action or be in jeopardy that a protest will be filed to any renewal,  
468 transfer of location or transfer of ownership sought by the licensee.

469 D. Upon receiving a report of conditions violation, the city council may:

470 1. Revoke the premises' conditional use permit;

471 2. Protest the issuance, renewal, transfer, relocation or continued operation of the  
472 license;

473 3. Recommend imposition of conditions on the state liquor license pursuant to AS  
474 04.11.480(c); or

475 4. Notify the Board that a licensee has violated conditions and request that an  
476 accusation pursuant to AS 04.11.370 be brought against the licensee.

477 E. Prior to taking any of the actions listed in subsection (D) of this section, the city shall  
478 give the permittee or licensee notice and an opportunity to be heard on the  
479 accusation(s) at a publicly noticed council meeting.

480 **5.08.180 Access for enforcement.**

481 A. The public entrance of licensed alcoholic beverage establishments shall be open and  
482 unlocked before and after the closing hour of such establishment if there are any  
483 patrons in the establishment.

484 B. Licensees of licensed alcoholic beverage establishments, their employees and all  
485 patrons in such establishments shall permit and aid the entry of any law enforcement

486 officer during all hours of operation and at any other time when there are two or more  
 487 persons in such licensed alcoholic beverage establishment.

488 C. Lack of knowledge, lack of intent and absence from the premises shall not be  
 489 defenses to any action brought under this section against any such employee in charge  
 490 of such establishment or such licensee.

491 D. Licensees shall provide the police chief with their current hours of operation. Any  
 492 changes to the hours of operation shall be communicated, in writing, to the police chief,  
 493 at least three (3) business days prior to the change being implemented.

494 **5.08.190 Alcohol offenses.**

495 A. Violation of any section of this chapter shall be an infraction.

496 B. The Bethel police department shall have the authority to write and serve citations for  
 497 violations of the provisions of any portion of this chapter.

498 **5.08.200 Penalties.**

499

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
Premises open during non permissible hours	5.08.080(A) & (B)	No	1st Offense: \$150 2nd Offense: \$300 3rd & subsequent offenses: \$700
Selling, offering for sale, giving, furnishing, delivering or consuming alcohol on premises during hours of closure	5.08.080(C)	No	\$300
Allowing person to consume alcohol on premises during hours of closure	5.08.080(D)	No	\$300
Allowing consumption on premises in violation of license	5.08.090	No	\$500
Selling or dispensing alcohol prior to successful completion of a liquor server	5.08.100(A)	Yes	\$1,000

<b>Offense</b>	<b>BMC Section</b>	<b>Mandatory Court Appearance</b>	<b>Penalty Amount</b>
awareness training program			
Allowing employee to sell or dispense alcohol prior to their successful completion of a liquor server awareness training program	5.08.100(A)	Yes	\$1,000
Failure to show proof of successful completion of a liquor server awareness training program	5.08.100(B)	Correctable	\$300
<u>Prohibited sales</u>	<u>5.080.110 (B) (1)</u>	<u>Yes</u>	<u>\$1,000</u>
Violation of happy hour rules	5.08.110(B)( <del>12</del> )	No	\$300
Failure to provide access to means of public transportation to patrons or to arrange for transportation off premises	5.08.110(B)( <del>23</del> )	No	\$500
Failure to properly post signs	5.08.110(B)( <del>34</del> ), (6), (7)	No	\$250
Failure to have nonalcoholic drinks available	5.08.110(B)( <del>45</del> )	No	\$150
Failure to submit an alcoholic beverage compliance form upon request	5.08.110(B)( <del>56</del> )	No	\$300
<u>Failure to post warning signs and apply warning stickers.</u>	<u>5.08.110 (B) (7,9)</u>	<u>No</u>	<u>\$300</u>

<b>Offense</b>	<b>BMC Section</b>	<b>Mandatory Court Appearance</b>	<b>Penalty Amount</b>
Failure to check identification of purchaser	5.08.110(C)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Acceptance of nonconforming identification for purchase of alcoholic beverage	5.08.110(C)	Yes	1st offense: \$150 2nd offense: \$300 3rd & subsequent offenses: \$700
Failure to have security personnel on premises as required	5.08.110(D)	No	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Failure to install or maintain security equipment	5.08.110(E)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Interior camera not positioned to capture sales transactions	5.08.110(E)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Failure to clear premises after closing	5.08.110(F)	No	1st offense: \$150 2nd offense: \$300 3rd & subsequent offenses: \$700
Failing to post age limit signs	5.08.110(G)	No	\$300
Sale of alcoholic beverages improperly obtained	5.08.120	Yes	\$700
Sale of alcohol to an intoxicated person	5.08.130	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Providing alcohol to an intoxicated person	5.08.130	Yes	1st offense: \$500 2nd offense: \$700

<b>Offense</b>	<b>BMC Section</b>	<b>Mandatory Court Appearance</b>	<b>Penalty Amount</b>
			3rd & subsequent offenses: \$1,000
Allowing another person to sell or provide alcohol to an intoxicated person	5.08.130(A)(2)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Allowing an intoxicated person to enter and remain within licensed premises	5.08.130(A)(3)	Yes	1st offense: \$150 2nd offense: \$300 3rd & subsequent offenses: \$700
Permitting intoxicated person to consume alcoholic beverage within a licensed premises	5.08.130(A)(3)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Permitting an intoxicated person to sell or serve an alcoholic beverage	5.08.130(A)(4)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Carrying, possessing or consuming an open container in public	5.08.150	No	1st offense: \$150 2nd offense: \$300 3rd & subsequent offenses: \$700
Transportation of alcohol by common carrier	5.08.160	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Transportation of alcohol by commercial carrier	5.08.160	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
Failure to make premises easily accessible for inspection by police officers	5.08.170(A)	Yes	\$700

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
Failing to maintain premises unlocked while patrons are on premises	5.08.180(A)	Yes	\$1,000
Failure to permit or aid the entry of law enforcement during hours of operation	5.08.180(B)	Yes	\$700
Failure to permit or aid the entry of law enforcement any time there are two (2) or more persons on the premises	5.08.180(B)	Yes	\$700

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**NOW, BE IT ORDAINED**, the City Council amends the Bethel Municipal Code, Chapter 5.08, by amending the language for requiring a global positioning system.

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

**SECTION 2. Amendments**. Bethel Municipal Code Chapter 5.08 is amended as follows: (new language is underlined and old language is stricken):

**SECTION 3. Effective date**. This ordinance shall become effective June 15, 2018 after passage by the Bethel City Council.

ATTEST:

\_\_\_\_\_  
 Richard Robb, Mayor

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

Action:  
 Vote:

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

**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:

**Information Technology Department**

Change to IT Dept Other Professional Services 10-55-649 - General Fund

<b>Increases</b>		
10-55-649	Other Professional Services Fund - Total Care Service by Arctic IT	47,000
10-55-649	Other Professional Services Fund - Managed Virtual Firewall Service by GCI	2,400
10-55-649	Other Professional Services Fund - Managed Print Services by CDW-G	600
	Total Increases	<b>50,000</b>
<b>Decreases</b>		
10-55-732	Equipment Rental Fund	35,000
10-55-668	Software/Support Fund	20,000
	Total Decreases	<b>55,000</b>
<b>TOTAL</b>	<b>Net Change to IT DEPARTMENT Fund Appropriations</b>	

<b>TOTAL CHANGE TO OTHER PROFESSIONAL SERVICES FUND APPROPRIATIONS</b>		
	Total Increases	50,000
	Total Decreases	
	<b>Cumulative Change to OTHER PROFESSIONAL SERVICES APPROPRIATIONS</b>	<b>50,000</b>

<b>TOTAL CHANGE TO SOFTWARE/SUPPORT FUND APPROPRIATIONS</b>		
	Total Increases	
	Total Decreases	20,000
	<b>Cumulative Change to SOFTWARE/SUPPORT APPROPRIATIONS</b>	<b>20,000</b>

<b>TOTAL CHANGE TO EQUIPMENT RENTAL FUND APPROPRIATIONS</b>		
	Total Increases	
	Total Decreases	35,000
	<b>Cumulative Change to EQUIPMENT RENTAL APPROPRIATIONS</b>	<b>35,000</b>

**TOTAL CHANGE TO OVERALL CITY BUDGET**

	<i>Change to Other Professional Services Appropriations Increase/(Decrease)</i>	<b>50,000</b>
	<i>Change to Equipment Rental and Software/Support Appropriations Increase/(Decrease)</i>	<b>55,000</b>
	<b>These changes <i>INCREASE</i>↑ the overall expenditures/expenses of the City by</b>	<b>0</b>

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF May 2018 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

### **Budget Modification for 10-55-649 (Other Professional Services)**

A fast approaching issue is that the budget for the IT department's professional services line item will be breached by about **\$50,000** by the end of the fiscal year. Because of this, there will need to be a budget modification to cover the costs, however, all of the money can be reallocated from within the IT department's budget and shouldn't need to be pulled from any other areas.

The reasons that this line item was miscalculated was due to the following:

- A service that had been under the equipment rental line item 10-55-732 (City of Bethel's Barracuda Backup Service) was consolidated under the Total Care service inside of 10-55-649. This was due to a negotiation between the City Attorney and Arctic IT in order to have a single master contract rather than the three separate contracts we had with them at the beginning of the last fiscal year. This consolidation did not happen until after the FY18 budget was finalized. This means that roughly **\$34,000/yr** that was going to be under 10-55-732 for the backup service would now be shifting into 10-55-649.
- While I was coming up with the budget for FY18, an item came up after the fact that had I had missed while I was still trying to get a full grasp of everything the IT department was fiscally responsible for. This item was a managed virtual firewall service provided to us by GCI. The cost is relatively low, **\$2,388** for the year, but it is an amount that I hadn't known was going to be there. As this is a managed service through GCI, its proper home is under 10-55-649 so that is where I've been allocating it to.
- After my FY18 budget was approved, the City Manager approached me to inform that we (the City) would be assuming responsibility over the network at the YK fitness center. This meant I would need to extend my previously budgeted amount for the Total Care service to about nine more systems. Total Care itself is a variable service based on a per-unit cost and so this would not cause any problems with the contract we were under, but it would increase the cost by about **\$9,615** for the year to cover those computers.
- The amount of servers and computers needing coverage at the Police Department increased by one each once we purchased and installed all the equipment needed for their new building surveillance system. Again, Total Care is a variable service and can easily absorb these new devices that came up after the FY18 budget finalization, but it would mean that an additional charge of **\$3,320/yr** would be charged.
- Costs for an item I had previously thought was going to be under 10-55-732 (the Managed Print Services agreement) is now being charged to 10-55-649 after some reconsideration. It is a professional service provided to us by CDW-G. Additionally, this charge is now being broken into different departments instead of being all in IT and so the money that had been put in IT for this can be shifted to cover the amount needed in 10-55-649.

Money Reallocation Proposition:

**\$35,000** Equipment Rental (10-55-732) → Other Professional Services (10-55-649)

As was mentioned, the amount originally allocated to 10-55-732 for the Barracuda Backup Service has now been absorbed by the Total Care service under 10-55-649. So the roughly \$35,000 that was in 10-55-732 can follow it to 10-55-649.

**\$20,000** Software/Support (10-55-668) → Other Professional Services (10-55-649)

When I originally planned my budget, I was under the assumption that all of costs for the city's managed print services agreement would be going to my department. After the budget finalization, these costs have instead been divided between the departments the service benefits. This leaves the amount budgeted (\$18,000) free in my budget and therefore I think it can be shifted to 10-55-649 to help cover the overages.

This should give 10-55-649 an additional **\$55,000**, which should both cover the overages and also leave a small cushion in the event that a department needs an additional computer or server between now and the end of the fiscal year.

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# ***New Business***

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Introduced by: Mayor Robb  
Date: May 22, 2018  
Public Hearing: June 12, 2018  
Action:  
Vote:

## *CITY OF BETHEL, ALASKA*

### **Ordinance #18-11**

#### **AN ORDINANCE BY THE BETHEL CITY COUNCIL SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF BETHEL, ON OCTOBER 2, 2018, A BALLOT PROPOSITION INITIATED THROUGH LOCAL OPTION PETITION**

**WHEREAS;** Alaska Statute 04.11.507, Procedure for Local Option Election, states: Upon receipt of a petition of a number of registered voters equal to 35 percent or more of the number of votes cast at the last regular municipal election, the local governing body of a municipality shall place upon a separate ballot at the next regular election, or at a special election, whichever local option, change in local option, or removal of local option constitutes the subject of the petition;

**WHEREAS;** the City Clerk's Office received a local option petition application on April 3, 2018 which was certified by the City Clerk on April 9 with petition booklets issued to the sponsors on April 17, 2018;

**WHEREAS;** pursuant to AS 29.26.130, the petition sponsors had 90 days to obtain qualifying signatures from 248 Bethel registered voters (35% of the number of votes cast at the City's last regular election);

**WHEREAS;** the petition sponsors submitted their petition booklets to the City Clerk's Office on April 27, 2018 the petition was certified on April 30 with 297 qualifying signatures;

**SECTION 1. ELECTION** An election is to be held October 2, 2018 in and for the City of Bethel for the purpose of submitting questions and a ballot proposition to the qualified voters of the City of Bethel for approval or rejection.

**SECTION 2. PROPOSITION** The proposition must receive a majority vote of the qualified voters in the City of Bethel voting on the question to be approved. The Proposition shall be substantially in the following form:

Introduced by: Mayor Robb  
Date: May 22, 2018  
Public Hearing: June 12, 2018  
Action:  
Vote:

Shall the City of Bethel adopt a local option (4.11.491 (a) (1)), to prohibit the sale of alcoholic beverages.

Yes                       No

**IMPARTIAL SUMMARY OF THE CHANGE IN LOCAL OPTION BEING PROPOSED:**

A yes vote on this ballot question means you want the community of Bethel to fall under Local Option, preventing the sales of alcoholic beverages in the community of Bethel.

A no vote on this ballot questions means you want to the community of Bethel to remain out of local option, allowing for the sales of alcoholic beverages in the community of Bethel.

**SECTION 4. Classification.** This ordinance is of permanent nature and shall not become a part of the Bethel Municipal Code.

**SECTION 5. Effective Date.** This Ordinance shall become effective upon the approval by the Bethel City Council.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS \_\_ DAY OF JUNE 2018, BY A VOTE OF \_ IN FAVOR AND \_ OPPOSED.**

\_\_\_\_\_  
Richard Robb, Mayor

ATTEST:

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

Action:  
 Vote:

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

**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:

- Whereas** The City has previously not paid its' invoices timely, resulting in D&B's worst credit rating of "4", on a scale of 1 to 4, 4 being the worst.
- Whereas** The City has determined the debit card system, which was implemented as a fix to not having adequate vendor relationships; is not a desirable means to pay its bills,
- Whereas** The City finance department is moving the City away from debit cards and is opening new vendor accounts on credit, resulting in an orderly payment process of City expenditures, the City recommends we hire Dunn and Bradstreet, the most prominent credit rating firm, to manage its credit rating for (1) year in order to repair its credit rating, which will allow the City to better control its' expenditures and reduce the use of debit cards.
- Whereas** The standard D&B fee for this (1) year service is \$9,999 and has been negotiated down to \$6,000.

**GENERAL FUND**

**CHANGE TO ADMINISTRATIVE DEPARTMENT**

ACCOUNT #	Increases	
10-51-669	OTHER PURCHASED SERVICES	6,000
	Total Increases	<b>6,000</b>
Decreases		
10-51-733	POSTAGE	(6,000)
	Total Decreases	<b>(6,000)</b>
	<b>TOTAL</b>	<b>0</b>

**Whereas**, in May of 2017 Council authorized the purchase/lease of election equipment so, for the first time, the Bethel voters would be able to automatically case the City ballot as opposed to having the ballots run after the close of the polls;

**Whereas**, while agreed upon in May, the fees associated with this lease could not commence until the City received the equipment in good operating condition which did not occur until August of 2017;

**Whereas**, Exhibit A of the contract identifies May 4, as the invoice date for the annual lease payment which means since the City wasn't able to take possession of and sign off on the equipment until August, the City is being charged for two years of the lease payment in this fiscal year;

**Whereas**, the Council has excess funds in the Council's training and travel budget with no travel scheduled for the remaining of this Fiscal Year.

**CHANGE TO CITY CLERK'S DEPARTMENT**

ACCOUNT #	Increases	
10-52-682	ELECTION EXPENSES	6,259
	Total Increases	<b>6,259</b>
Decreases		
10-512-541	COUNCIL TRAVEL AND TRAINING	(6,259)
	Total Decreases	<b>(6,259)</b>
	<b>TOTAL</b>	<b>0</b>

	<b>TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS</b>	
	Total Increases	0
	Total Decreases	0
	<b>Cumulative Change to APPROPRIATIONS</b>	<b>0</b>

	<b>TOTAL CHANGE TO GENERAL FUND BALANCE</b>	
	Change to General Fund Revenues	0
	Change to General Fund Appropriations	0
	<b>Cumulative Increase/Decrease to Fund Balance</b>	<b>0</b>

**TOTAL CHANGE TO OVERALL CITY BUDGET**

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

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

**PASSED AND APPROVED THIS \_\_ DAY OF June 2018 BY A VOTE OF \_\_ IN FAVOR AND \_\_ OPPOSED.**

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND THE CITY OF BETHEL, AK

This Managed Services Agreement (the "Agreement"), dated May 4, 2017 (the "Effective Date"), for a voting system hardware services, software licenses and related services is made by and between City of Bethel, Alaska, having its principal office located at 300 State Highway, Bethel, AK 99559 (hereinafter the "Customer"), and Dominion Voting Systems Inc., having its principal office located at 1201 18<sup>th</sup> Street, Suite 210, Denver, CO 80202 (hereinafter "Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, the Customer desires to lease voting system services, and a software use license; and

WHEREAS, Dominion designs, manufactures, licenses, voting system products, and provides services for its voting systems.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and furnish to Customer the System (as defined herein), including the products and services described more fully below:

**1. Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits:

Exhibit A: Pricing/Payment Summary and Deliverables Description  
Exhibit B: Software License Terms and Conditions

**2. Definitions.** For the purposes of this Agreement, the following are defined terms:

2.1. "Acceptance" means the successful completion of the acceptance testing performed by the Customer on the Dominion Hardware, after delivery in accordance with testing criteria developed and updated from time to time by Dominion, or the occurrence of other events defined in Section 8.

2.2. "Dominion Software" means the ImageCast<sup>®</sup> Precinct Scanner firmware licensed to the Customer by Dominion and any associated documentation.

2.3. "Dominion Hardware" means the ImageCast<sup>®</sup> Precinct Scanner (or "ICP"), the ImageCast<sup>®</sup> Precinct Scanner with BMD (or "ICP-BMD") and the Plastic Ballot Boxes as more specifically described in Exhibit A.

2.4. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election

shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any follow on event shall be considered an Election in and of itself.

2.5. "License" has the meaning set forth in Section 7.

2.6. "System" shall have the same meaning as the Dominion Hardware.

**3. Term of Agreement.** The "Term" of this Agreement shall begin on the Effective Date and shall continue until May 3, 2025.

**4. Dominion's Responsibilities.** Dominion shall:

4.1. Provide the System and services as described in Exhibit A - Pricing and Payment Summary and Deliverables Description.

4.2. Provide the Customer with a Dominion Software use License as described in Exhibit B - Software License Terms.

4.3. Assist in the Acceptance Testing process as described in Section 8 and Exhibit A.

4.4. Provide the Customer with one (1) reproducible electronic copy of the user documentation.

**5. Customer's Responsibilities.** Customer shall:

5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.

5.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.

5.1.2. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.

5.2. Conduct Acceptance Testing process as required by Section 8.

**6. Title and Risk of Loss.**

6.1. Title to the System. The System shall be delivered by Dominion to the Customer as part of the managed services described herein. Title to the System or any portion thereof, shall not pass to the Customer and shall remain with Dominion.

- 6.2. Software. Dominion Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.
- 6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the "ship to" address, except to the extent such damage is caused by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.
- 7. Dominion Software License and Use.** Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.
- 8. Acceptance.** After delivery of the Dominion Hardware, the Customer will conduct acceptance testing of such items, in accordance with the acceptance criteria developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after delivery.
- 9. Dominion Software Warranty.**
- 9.1. Dominion Software Warranty. The Dominion Software Warranty is subject to the Software License Terms attached hereto as Exhibit B.
- 9.2. No Other Software Warranties. DOMINION DISCLAIMS ALL OTHER SOFTWARE WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
- 10. Dominion Hardware Warranty.**
- 10.1. Dominion Hardware Warranty Terms. Dominion warrants that when used with the configuration approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications. The Dominion Hardware Warranty shall remain in effect during the Agreement Term.
- 10.2. Dominion Hardware Warranty Services. Dominion shall repair or replace the

Dominion Hardware so that each item thereof operates in conformity with its specifications, so long as such Dominion Hardware is operated with its designated software and third party products (if applicable) approved by Dominion for use with the Dominion Hardware. If any Dominion Hardware item fails to operate in conformity with the specifications during the Agreement term, Dominion shall fully repair or, at Dominion's sole option, replace the Dominion Hardware. The following conditions apply to the Dominion Hardware services:

10.2.1. Dominion shall bear the shipping costs to return the malfunctioning item to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced item to Customer.

10.2.2. The following services are not covered by the Dominion Hardware warranty, but may be available for purchase at Dominion's then current time and material rates:

- a. Except as otherwise provided in Section 3.3 of Exhibit A to this Agreement, replacement of consumable items including but not limited to batteries, pens, paper rolls, seals, printer ink, removable memory devices, etc.;
- b. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
- c. Repair or replacement of Dominion Hardware modified by any person other than those expressly authorized in writing by Dominion;
- d. Repair or replacement of Dominion Hardware products from which the serial numbers have been removed, defaced or changed.

10.3. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## **11. Confidential Information.**

11.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 11.1. Confidential Information includes, without

limitation, Dominion Software source code and associated documentation.

- 11.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.
- 11.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 11.4. The parties understand and agree that Customer is a public entity that may be subject to Public Record Laws. Therefore, any covenant of confidentiality given by the Customer in this Agreement shall be governed by and superseded by the provisions and limitations of applicable Public Record Laws.
- 11.5. Any specific information that Dominion claims to be confidential must be clearly identified as such by the Customer. To the extent consistent with Public Record Laws, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such confidential information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

**12. Limitation of Liability.** Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

**13. Indemnification.** To the extent that the City is required to indemnify Dominion, the obligation to indemnify is effective only to the extent permitted by law. The obligation to indemnify is further conditioned on the availability of a valid existing appropriation to cover the obligation. The parties to this Agreement recognize and agree that the City has no current appropriation available to it to indemnify under the provisions of this Agreement and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the City Council and the City Council's failure to make the appropriation creates no further obligation or liability of the City. However, during all times pertinent to this Agreement, the City will maintain sufficient insurance coverage to protect against any damage to or suits arising out of City's use of Dominion's voting system and related software.

**14. Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement

without the written consent of the other Party.

**15. Termination for Default.** In the event either Party violates any provisions of this Agreement, the injured Party shall serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of its intent to terminate, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

**16. Termination for Non-Availability of Government Funds**

If the City Council fails to appropriate sufficient funds or to authorize the expenditure of sufficient funds to continue service under this agreement, City may submit a written notice to Dominion terminating this Agreement. Such notice shall be in writing and shall be not less than thirty (30) days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds (e.g., city council action; official budget or other official government document). City shall be liable to Dominion for all charges and costs incurred for products and/or services prior to the effective date of the termination.

**17. Survival.** The provisions of Sections 2, 11, 12, 13, 19, and 20 shall survive the expiration or termination of this Agreement.

**18. Force Majeure.** Should any circumstances beyond the control of either Party occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of Dominion and Customer. Dominion shall not be liable under this Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

**19. Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
1201 18<sup>th</sup> St., Suite 210  
Denver, CO 80202

If to the Customer:

City of Bethel  
Attn: Lori Strickler  
PO Box 1388  
Bethel, AK 99559

**20. Choice of Law.** Interpretation of this Agreement shall be governed by the laws of the Customer's State, and the courts of competent jurisdiction located in that State will have jurisdiction to hear and determine questions relating to this Agreement.

**21. Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

**22. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

**23. Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

**24. Third-Party Beneficiary.** No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CITY OF BETHEL, ALASKA**

Peter Williams  
AUTHORIZED SIGNATURE

Peter Williams  
PRINTED NAME

City Manager  
TITLE

5/29/17  
DATE

**DOMINION VOTING SYSTEMS, INC.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

John Poulos  
PRINTED NAME

President & CEO  
TITLE

5/26/2017  
DATE

EXHIBIT A

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT  
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.  
AND THE CITY OF BETHEL, AK

**PRICING AND PAYMENT SUMMARY AND DELIVERABLES DESCRIPTION**

1. Pricing/Payment Summary and Descriptions

- 1.1 **Pricing Summary.** The total annual managed service contract pricing shall equal \$6,437/year for a total of 8 years.
- 1.2 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars.
- 1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 5/3/2018. The Year 1 invoice of \$6,259 shall be issued immediately after System Acceptance by the Customer.
- 1.2.2 Year 2: 5/4/2018 – 5/3/2019: \$6,259 invoice shall be issued on 5/4/2018.
- 1.2.3 Year 3: 5/4/2019 – 5/3/2020: \$6,259 invoice shall be issued on 5/4/2019.
- 1.2.4 Year 4: 5/4/2020 – 5/3/2021: \$6,259 invoice shall be issued on 5/4/2020.
- 1.2.5 Year 5: 5/4/2021 – 5/3/2022: \$6,259 invoice shall be issued on 5/4/2021.
- 1.2.6 Year 6: 5/4/2022 – 5/3/2023: \$6,259 invoice shall be issued on 5/4/2022.
- 1.2.7 Year 7: 5/4/2023 – 5/3/2024: \$6,259 invoice shall be issued on 5/4/2023.
- 1.2.8 Year 8: 5/4/2024 – 5/3/2025: \$6,259 invoice shall be issued on 5/4/2024.

2. System Description

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
<b>Precinct Tabulation Hardware &amp; Software</b>			
<b>ICP BMD Audio Tabulator (320C)</b>	2	\$4,500	\$9,000
<i>Each ICE-DD Tabulator includes:</i>			
<i>-Tabulator / Scanner</i>			
<i>-Internal Back-up Battery</i>			
<i>-Thermal Printer with Paper Roll</i>			
<i>-Two 8G Flash Memory Cards</i>			
<i>-Two I-Buttons</i>			
<i>-Paper Based ADA Solution</i>			
<i>-ADA Audio Tactile Interface (ATI) w/headphones</i>			
<b>ICP Ballot Box - Plastic</b>	2	\$1,000	\$2,000
<b>Sub-Total:</b>			<b>\$11,000</b>
<b>Implementation Services</b>			
<b>Year 1 fees:</b>			
<i>Project Management &amp; Implementation</i>	1	\$3,000	\$3,000

Democracy Suite EMS Programming - Base Setup	1	\$2,000	\$2,000
Democracy Suite EMS Programming - Per Precinct	3	\$50	\$150
Democracy Suite EMS Programming - Per Tabulator	2	\$30	\$60
On-site Services - Election Day *	1	\$5,000	\$5,000
Delivery of election media	1	\$50	\$50
Onsite User Training - ICP	1	\$3,000	\$3,000

**Sub-Total:** \$13,260

<b>Accessories and Consumables</b>
------------------------------------

ICP Cleaning Sheet	3	\$20.00	\$60
ICP Paper Roll (85')	5	\$4.00	\$20
ICP I-Button Security Key - Black	2	\$25.00	\$50
ICP Plastic Ballot Box Adapter Kit	2	\$0.00	\$0

**Sub-Total:** \$130

<b>Shipping Services</b>
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<b>Estimated Shipping</b>	<b>\$1,526</b>
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**Sub-Total:** \$1,526

<b>Election Support Fees: Yr 2 - 8</b>
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<b>Yr2 fees:</b>	<b>\$2,260</b>
<b>Yr3 fees:</b>	<b>\$2,260</b>
<b>Yr4 fees:</b>	<b>\$2,260</b>
<b>Yr5 fees:</b>	<b>\$2,260</b>
<b>Yr6 fees:</b>	<b>\$2,260</b>
<b>Yr7 fees:</b>	<b>\$2,260</b>
<b>Yr8 fees:</b>	<b>\$2,260</b>

**Sub-Total:** \$15,820

<b>Ongoing Annual Fees:</b>
-----------------------------

<b>Firmware Licenses Per Year</b>			
ICP	2	\$228	\$456
<b>Extended Warranty Per Year</b>			
ICP	2	\$135	\$270

**Sub-Total:** \$726

<b>Managed Services Program - Annual Fee:</b>	<b>\$6,437</b>
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<b>Managed Services Program - Total Cost of Ownership (8 Years)</b>	<b>\$51,494</b>
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*INCLUDES: 12 Mo. Hardware Warranty & Software License  
Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation*

**All Shipping Costs to be invoiced separately to customer**

## Detailed Description

- 2.1 **ImageCast® Precinct Scanner and Tabulator (Hardware and Software)** is a precinct optical scan ballot tabulator designed to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon acceptance by the voter, deposit the ballots into the ballot box. Each ImageCast® provided to the Customer shall consist of the following items:
- 2.1.1 Two (2) optical imaging scanners for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
  - 2.1.2 uClinux Operating System
  - 2.1.3 Two (2) Compact Flash memory cards. Compact Flash Memory Cards are placed behind two securable doors (Administrator Door and Pollworker Door). Dominion shall provide a standard securing device for the Administrator Door at no additional cost to the Customer. Any replacement securing devices will be the responsibility of the Customer.
  - 2.1.4 An integrated interactive electronic display in the form of an ultra-high contrast graphical LCD screen, with white background, 5.7" diagonal viewing area, and a built-in touch screen for administration purposes. The LCD display screen is located on the top right side of the machine.
  - 2.1.5 An internal thermal printer and five (5) paper rolls for generating reports.
  - 2.1.6 Two (2) administrative security keys (iButtons) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.
  - 2.1.7 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
  - 2.1.8 Power supply module uses 120 Vac, 60 Hz, one phase power. It has a power consumption of 0.07 Amps at 120 Volts AC.
  - 2.1.9 An internal battery which is rated to provide two (2) hours of normal use in the absence of AC power.
  - 2.1.10 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below. These images can be used to audit the unit's interpretation of each individual ballot.
    - The top portion of the image contains a scanned image of the ballot.
    - The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.
- 2.2 The ImageCast® Precinct Scanner and Tabulator does not include consumable products including, without limitation, pens, seals, replacement batteries, additional

paper rolls, additional Compact Flash Memory Cards not specifically itemized in this Agreement, and voting booths.

- 2.3 **ImageCast® Precinct Scanner with BMD (Hardware and Software)** includes all of the components of the standard ICP described in this Exhibit A, Section 2.1, and in addition includes the following items:
  - 2.3.1 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.
  - 2.3.2 One (1) ATI is included with the ImageCast Precinct BMD. The ATI connects to the ImageCast Precinct BMD via the port located on the right side of the unit. A set of headphones (also included) connects directly to the ATI controller.
- 2.2 **ImageCast® Precinct Scanner and Tabulator Software** see section 2.1 of this Exhibit A for general description. The annual license fee shall be paid on the first anniversary of the Agreement's Effective Date and in each successive year thereafter pursuant to the terms of the Software License Agreement.
- 2.3 **Additional Compact Flash Memory Cards** are provided for Customer spare or replacement Compact Flash Memory Cards
- 2.4 **Plastic Ballot Boxes.** The System includes two (2) textured molded plastic ballot boxes made of three compartments, designed for use with the ICP.
- 2.5 **Annual Election Programming Costs.**
  - 2.5.1 **Democracy Suite EMS programming - base set-up.** Dominion will provide one (1) day of remote programming.
  - 2.5.2 **Democracy Suite EMS Programming - per precinct, includes one absentee precinct.** Dominion will provide three (3) programmed sets of compact flash cards..
  - 2.5.3 **Democracy Suite EMS programming - per tabulator.** Dominion will provide remote (not onsite) programming of 2 cards and 2 iButtons per tabulator, and return shipping to customer.
- 2.6 **Implementation and System Training.** Dominion will provide one (1) day of Implementation services and System training
- 2.7 **On-Site Support during the Election.** Dominion will provide direct onsite support for the first Customer Election.
- 2.8 **Standard and Extended Hardware Warranty** provisions are defined in the terms and conditions section of this Agreement.
- 2.9 **Software Warranty** provisions are defined in the terms and conditions section of this Agreement and related Software License Agreement.

EXHIBIT B  
VOTING SYSTEM AND MANAGED SERVICES AGREEMENT  
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.  
AND THE CITY OF BETHEL, AK

**SOFTWARE LICENSE TERMS AND CONDITIONS**

**1. Definitions.**

- 1.1. "Licensee" shall mean the City of Bethel.
- 1.2. "Licensor" shall mean Dominion Voting Systems, Inc.
- 1.3. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.4. "Software" means the Democracy Suite<sup>®</sup> and ImageCast<sup>®</sup> software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

**2. License Terms.**

- 2.1. License to Software. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.
- 2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.
- 2.3. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.
- 2.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise

attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

**3. Payment.** In consideration of the grant of the license, the Licensee shall pay the fees set forth in Exhibit A of this Agreement.

**4. Upgrades and Certification.** During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the Licensee's State, Licensor may make the certified software upgrade available to the Licensee and install the upgrade during a regularly schedule preventive maintenance as described in Exhibit A.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

**5. Warranties.** The following warranties will apply to all Software during the Term.

5.1. Software. Licensor warrants that during the Term, the Software will function substantially in accordance with the Specification. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

5.2. Third-Party Products. The warranties in this Section 5 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

5.3. NO OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**6. Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

6.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

6.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

6.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

6.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

**7. Return of Software.** Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

## SCHEDULE A

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
  - 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.
2. **Print Copyright License and Use.**
  - 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
  - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
    - (i) any commercial or non-commercial printer
    - (ii) any third party vendor using ballot on demand system.
  - 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.
3. **No Copyright Warranties.** LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Introduced by: Peter Williams  
 Introduction Date: May 22, 2018  
 Public Hearing: June 12, 2018  
 Action:  
 Vote:

***CITY OF BETHEL, ALASKA***  
**ORDINANCE # 18-12**

**AN ORDINANCE ESTABLISHING A CITY OF BETHEL BUDGET FOR FISCAL YEAR  
 2019 BEGINNING JULY 1, 2018**

**Be it Ordained** by the City Council of Bethel as follows:

**Section 1.** That Ordinance 18-12, a non-code ordinance, establishes a City of Bethel Annual Budget for fiscal year 2019.

**Section 2.** There is hereby appropriated out of the revenues of the City of Bethel, for the fiscal year beginning July 1, 2018, the sum of \$25,601,001, which sum is deemed by Council to be necessary to defray all expenditures of the City during said budget year to be divided and appropriated in accordance with the attached budget proposal as follows:

**GENERAL FUND**

**General Fund - Operating**

City Administration	\$	634,191
City Clerk & Council	\$	287,286
Finance Department	\$	1,085,009
Planning Department	\$	376,435
Information Technology Services	\$	731,837
City Attorney	\$	247,950
Fire Department	\$	1,261,046
Police Department	\$	2,895,833
Public Works-Administration	\$	152,101
Streets & Roads	\$	1,181,105
Property Maintenance	\$	829,658
Community Services	\$	347,600
In-Kind & Transfers	\$	717,232
Indirect Cost Recovery	\$	(1,442,487)
<b>TOTAL GENERAL FUND - OPERATING</b>	<b>\$</b>	<b>9,304,797</b>

**General Fund - Project Expenditures**

Streets & Roads	\$	616,400
<b>TOTAL GENERAL FUND - PROJECTS</b>	<b>\$</b>	<b>616,400</b>

**General Fund - Payments on Debt**

Fire	\$	71,071
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Streets & Roads	\$	27,356
<b>TOTAL GENERAL FUND - PAYMENTS ON DEBT</b>	<b>\$</b>	<b>98,427</b>
<b>General Fund - Capital Expenditures</b>		
Planning	\$	110,000
Police	\$	370,000
Property Maintenance	\$	68,000
<b>TOTAL GENERAL FUND - CAPITAL EXPENDITURES</b>	<b>\$</b>	<b>548,000</b>
<b>General Fund - Transfers</b>		
Transfers To - YKRH Aquatic Center	\$	561,917
Transfers To - Transit	\$	155,315
<b>TOTAL GENERAL FUND - Transfers</b>	<b>\$</b>	<b>717,232</b>
<b>TOTAL GENERAL FUND</b>	<b>\$</b>	<b>11,186,428</b>
<b>Special Revenue Funds</b>		
CSP	\$	289,669
E-911 Services	\$	144,172
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$</b>	<b>433,841</b>
<b>Capital Project Funds</b>		
Park Development Fund	\$	103,552
Institutional Corridor	\$	300,000
<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>\$</b>	<b>403,552</b>
<b>Enterprise Fund-YK Regional Health &amp; Aquatic Center</b>		
YK H&F Center	\$	1,550,238
Capital Expenditures	\$	30,000
<b>TOTAL ENTERPRISE FUND-YK Regional Pool</b>	<b>\$</b>	<b>1,550,238</b>
<b>Enterprise Fund-Solid Waste</b>		
Hauled Refuse	\$	406,291
Landfill Operations	\$	510,992
Capital Expenditures	\$	110,000
<b>TOTAL ENTERPRISE FUND-SOLID WASTE</b>	<b>\$</b>	<b>1,027,283</b>
<b>Enterprise Fund-Water &amp; Sewer</b>		
Utility Billing	\$	263,646
Hauled Water	\$	1,531,026
Hauled Sewer	\$	1,573,642
Piped Water	\$	480,844
Piped Sewer	\$	581,010
Water Treatment - BH	\$	583,358
Water Treatment - CS	\$	700,905
Sewer Lagoon	\$	164,887
Capital Expenditures	\$	365,650

<b>TOTAL ENTERPRISE FUND-WATER &amp; SEWER</b>	<b>\$ 6,244,968</b>
<b>Enterprise Fund-Port</b>	
Municipal Dock-Operating	\$ 584,405
Municipal Dock-Small Boat Harbor	\$ 193,808
Projects	\$ 56,000
Capital Expenditures	\$ 110,000
Transfers Out	\$ 50,000
<b>TOTAL ENTERPRISE FUND - PORT</b>	<b>\$ 994,213</b>
<b>Enterprise Fund-Leased Properties</b>	
Other Leased Properties	\$ 36,738
Court Complex	\$ 280,738
Debt Payments	\$ 247,498
Capital Expenditures	\$ 10,000
<b>TOTAL ENTERPRISE FUND-LEASED PROPERTIES</b>	<b>\$ 317,476</b>
<b>Enterprise Fund-Bethel Public Transit System</b>	
Transit System	\$ 429,031
Capital Expenditures	\$ 86,120
<b>TOTAL ENTERPRISE FUND-TRANSIT SYSTEM</b>	<b>\$ 515,151</b>
<b>Internal Svc Fund-Employee Group Health Benefits</b>	
Employee Group Health Benefits	\$ 2,004,625
<b>TOTAL INTERNAL SVC FUND-EMP GROUP HEALTH</b>	<b>\$ 2,004,625</b>
<b>Internal Svc Fund-Vehicle &amp; Equipment Maint.</b>	
Vehicle & Equipment Maintenance	\$ 903,448
<b>TOTAL INTERNAL SVC FUND-VEHICLE &amp; EQUIP</b>	<b>\$ 903,448</b>
<b>Endowment Fund</b>	
Transfers Out	\$ 19,778
<b>TOTAL ENDOWMENT FUND</b>	<b>\$ 19,778</b>

**Section 3. That the FY2019 budget is adopted for a period of one (1) year, from July 1, 2018 to June 30, 2019.**

**ENACTED THIS 12 DAY OF JUNE 2018, BY A VOTE OF \_IN FAVOR AND \_OPPOSED.**

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Action:  
 Vote:

## CITY OF BETHEL, ALASKA

### ORDINANCE # 17-28 (o)

#### 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:

**WHEREAS,** the City of Bethel and the City of Bethel Employees Association, Local 6055, APEA/AFT, signed a collective bargaining agreement for the period July 1, 2017 to June 30, 2020;

**WHEREAS,** the collective bargaining agreement contains provisions for cost of living salary increases and utility services cost increases, and these changes are contained herein;

**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 APPROPRIATIONS

##### CHANGE TO STREETS AND ROADS DEPARTMENT

ACCOUNT #	Increases	
10-51-501	SALARIES	2,500
10-53-501	SALARIES	4,000
10-54-501	SALARIES	1,100
10-60-501	SALARIES	4,400
10-61-501	SALARIES	30,000
10-65-501	SALARIES	200
10-66-501	SALARIES	8,700
10-70-501	SALARIES	2,500
	Total Increases	<b>53,400</b>
	<b>Decreases</b>	
10-10100	CASH IN COMBINED FUND	(53,400)
	Total Decreases	<b>(53,400)</b>
	<b>TOTAL</b>	<b>0</b>

	<b>TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS</b>	
	Total Increases	53,400
	Total Decreases	0
	<b>Cumulative Change to APPROPRIATIONS</b>	<b>53,400</b>

	<b>TOTAL CHANGE TO GENERAL FUND BALANCE</b>	
	Change to General Fund Revenues	0
	Change to General Fund Appropriations	53,400
	<b>Cumulative Increase/Decrease to Fund Balance</b>	<b>(53,400)</b>

#### SOLID WASTE ENTERPRISE APPROPRIATIONS

##### CHANGE TO LANDFILL OPERATIONS DEPARTMENT

ACCOUNT #	Increases	
50-71-501	SALARIES	3,400
	Total Increases	<b>3,400</b>

	<b>Decreases</b>	
50-10100	CASH IN COMBINED FUND	(3,400)
	Total Decreases	<b>(3,400)</b>
	<b>TOTAL</b>	<b>0</b>

	<b>TOTAL CHANGE TO SOLID WASTE FUND APPROPRIATIONS</b>	
	Total Increases	3,400
	Total Decreases	0
	<b>TOTAL</b>	<b>3,400</b>

	<b>TOTAL CHANGE TO SOLID WASTE FUND BALANCE</b>	
	Change to Solid Waste Fund Revenues	0
	Change to Solid Waste Fund Appropriations	3,400
	<b>Cumulative Increase/Decrease to Fund Balance</b>	<b>(3,400)</b>

**WATER & SEWER ENTERPRISE FUND**

CHANGE TO WATER & SEWER DEPARTMENTS

ACCOUNT #	<b>Increases</b>	
51-81-501	SALARIES - H WATER	7,700
51-82-501	SALARIES - PIPED WATER	2,500
51-83-501	SALARIES - B HEIGHTS - WTP	900
51-84-501	SALARIES - CITY SUB - WTP	3,100
51-85-501	SALARIES - H SEWER	12,100
51-86-501	SALARIES - PIPED SEWER	2,500
51-87-501	SALARIES - SWR LAGOON	600
	Total Increases	<b>29,400</b>
	<b>Decreases</b>	
51-10100	CASH IN COMBINED FUND	(29,400)
	Total Decreases	<b>(29,400)</b>
	<b>TOTAL</b>	<b>0</b>

	<b>TOTAL CHANGE TO WATER &amp; SEWER FUND APPROPRIATIONS</b>	
	Total Increases	29,400
	Total Decreases	0
	<b>TOTAL</b>	<b>29,400</b>

	<b>TOTAL CHANGE TO WATER &amp; SEWER FUND BALANCE</b>	
	Change to Water & Sewer Fund Revenues	0
	Change to Water & Sewer Fund Appropriations	29,400
	<b>Cumulative Increase/Decrease to Fund Balance</b>	<b>(29,400)</b>

**PORT ENTERPRISE FUND**

CHANGE TO PORT DEPARTMENTS

ACCOUNT #	<b>Increases</b>	
52-50-501	SALARIES	1,100
	Total Increases	<b>1,100</b>
	<b>Decreases</b>	
52-10100	CASH IN COMBINED FUND	(1,100)
	Total Decreases	<b>(1,100)</b>
	<b>TOTAL</b>	<b>0</b>

	<b>TOTAL CHANGE TO PORT FUND APPROPRIATIONS</b>	
	Total Increases	1,100
	Total Decreases	0
	<b>TOTAL</b>	<b>1,100</b>

	<b>TOTAL CHANGE TO PORT FUND BALANCE</b>	
	Change to Port Fund Revenues	0
	Change to Port Fund Appropriations	1,100
	<b>Cumulative Increase/Decrease to Fund Balance</b>	<b>(1,100)</b>

**TRANSIT ENTERPRISE FUND**

CHANGE TO TRANSIT DEPARTMENT

ACCOUNT #	<b>Increases</b>	
56-50-501	SALARIES	3,100
	Total Increases	<b>3,100</b>
	<b>Decreases</b>	
56-10100	CASH IN COMBINED FUND	(3,100)
	Total Decreases	<b>(3,100)</b>
	<b>TOTAL</b>	<b>0</b>

	<b>TOTAL CHANGE TO TRANSIT FUND APPROPRIATIONS</b>	
	Total Increases	3,100
	Total Decreases	0
	<b>TOTAL</b>	<b>3,100</b>

	<b>TOTAL CHANGE TO TRANSIT FUND BALANCE</b>	
	Change to Transit Fund Revenues	0
	Change to Transit Fund Appropriations	3,100
	<b>Cumulative Increase/Decrease to Fund Balance</b>	<b>(3,100)</b>

**V&E FUND**

CHANGE TO V&E DEPARTMENT

ACCOUNT #	<b>Increases</b>	
57-50-501	SALARIES	5,100
	Total Increases	<b>5,100</b>
	<b>Decreases</b>	
57-10100	CASH IN COMBINED FUND	(5,100)
	Total Decreases	<b>(5,100)</b>
	<b>TOTAL</b>	<b>0</b>

	<b>TOTAL CHANGE TO V&amp;E FUND APPROPRIATIONS</b>	
	Total Increases	5,100
	Total Decreases	0
	<b>TOTAL</b>	<b>5,100</b>

	<b>TOTAL CHANGE TO V&amp;E FUND BALANCE</b>	
	Change to V&E Fund Revenues	0
	Change to V&E Fund Appropriations	5,100
	<b>Cumulative Increase/Decrease to Fund Balance</b>	<b>(5,100)</b>

***TOTAL CHANGE TO OVERALL CITY BUDGET***

	Change to Revenues Increase/(Decrease)	<b>0</b>
	Change to Appropriations Increase/(Decrease)	<b>95,500</b>
	<b>These changes <i>INCREASE</i> ↑ the overall expenditures/expenses of the City by</b>	<b>95,500</b>

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF May 2018 BY A VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED.**

ATTEST:

\_\_\_\_\_  
Richard Robb, Mayor

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

## City of Bethel Action Memorandum

Action memorandum No.	18-38		
Date action introduced:	May 22, 2018	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

**Action Title:** Approve Alaska Pump & Supply as the sole source vendor for all pumps and related equipment purchased by the City of Bethel for its sewer system.

**Attachment(s):** (1) Sole Source Purchase Justification for the City of Bethel to Purchase Brand Name Pumps from Alaska Pump & Supply; (2) Letter from Russell Dayton, Crane Pumps & Systems, indicating Alaska Pump & Supply is authorized distributor for Barnes, Burks, Crown, Deming, Prosser, and Weinman pumps in Alaska; (3) Letter from Mark Shaw, Xylem Water Solutions Company, indicating Alaska Pump & Supply is authorized distributor for Flygt pumps in Alaska.

Department/Individual:	Initials:	Remarks:
Administration	<i>PWW</i>	Approve
Finance	<i>JJ</i>	
Public Works	<i>WJ</i>	
Amount of fiscal impact:	Account information:	
X	No fiscal impact at this time.	
	NA	
	Funds in City FY 2018 Budget.	
	Requires funding in FY 2019 Budget.	

### Summary Statement

The City of Bethel owns and operates a piped sewer system in Bethel that serves approximately 400 users. The system includes 7 major lift stations, 85,000 linear feet of insulated pipe, and 400 household lift stations. Each major lift station contains one, two, or three pumps to move raw effluent through the pipes to the sewer lagoon. Engineers designed the sewer system to use pump brands manufactured by Crane Pumps & Systems and the Flygt brand made by Xylem, Inc.

Alaska Pump & Supply is the only vendor able to provide the engineer-recommended pump brands to the City of Bethel because Alaska Pump & Supply is the sole distributor for sales to entities in Alaska. See Sole Source Purchase Justification and two letters from pump manufacturers attached that support this assertion.

**Sole Source Purchase Justification**

**For the City of Bethel to Purchase**

**Brand Name Pumps from Alaska Pump & Supply**

Per BMC 4.20.250, I, Peter A. Williams, City Manager for the City of Bethel and defacto Purchasing Agent, hereby document that the City performed a good faith review of available resources and industry information, and consulted the Public Works Director, as subject matter expert, to conclude that Alaska Pump & Supply should be considered as the single source vendor for all pumps and related equipment purchased by the City for its sewer system.



Peter A. Williams, City Manager

05/04/2018  
Date

**Background**

The City of Bethel owns and operates a piped sewer system that was designed by one or more engineering firms to use the following pump brands: Barnes, Burks, Crown, Deming, Prosser, and Weinman. These pump brands are manufactured by Crane Pumps & Systems. The Flygt brand is another pump specifically designed to work in Bethel's sewer system. Flygt pumps are manufactured by Xylem, Inc.

These are the pumps that were originally installed and connected to the electric panels that govern the operation of each lift station. The City has disconnected these pumps when failures have occurred, ordered replacement pumps of the same brands, and installed the newly purchased pumps. The system operated as expected each time the same brand of pump was purchased and installed as the one it replaced.

**Distributor**

The manufacturers of the aforementioned pump brands have an established distributor relationship with Alaska Pump & Supply, Inc., located at 261 E. 56<sup>th</sup> Avenue, Building A, in Anchorage, Alaska. For each pump brand, Alaska Pump & Supply is the ONLY authorized representative and direct dealer in and for sales in the State of Alaska. The City of Bethel cannot go to Washington State and buy a Crown pump. All sales to entities in Alaska MUST come from Alaska Pump & Supply, Inc.

**Subject Matter Expert Testimony – Public Works Director William Arnold**

Mr. Arnold has extensive experience as a journeyman plumber, City of Bethel Utility Maintenance Foreman, and City Public Works Director. Mr. Arnold hereby testifies that these pumps have the same electrical connections and the exact same mounting plate bolt pattern, so change-outs are rapid and a most effective use of manpower, especially in sub-zero temps. For example, each time a Flygt pump was replaced with a Flygt pump, the system functioned as

expected. Each time a Barnes pump was replaced with a Barnes pump, the system functioned as expected. Mr. Arnold strongly supports the continued purchase of pump brands designed for and in use by the City's sewer system.

**City of Bethel's Best Interest**

It is in the City's Best Interest to purchase, install, and operate pumps of brand, make, and model recommended by the system design engineers and with a proven track record of operational success.



TELEPHONE: +1 937 778 8947  
FACSIMILE: +1 937 773 7157  
WEBSITE: [www.cranepumps.com](http://www.cranepumps.com)

BARNES • BURKS • CROWN • DEMING • PROSSER • WEINMAN

8/27/2015

Re: Crane Pumps & Systems

To Whom It May Concern,

In response to your recent request for information regarding Barnes, Burks, Crown, Deming, Prosser and Weinman pump products: Alaska Pump & Supply is our authorized municipal distributor for Alaska.

Alaska Pump & Systems carries inventory to service and support their authorized geographic sales territory.

Alaska Pump & Supply  
261 E. 56<sup>th</sup> Avenue, Bldg. A  
Anchorage, AK 99518  
Phone 907-563-3424

Thank you for your inquiry and your interest in Crane Pumps & Systems products.

Sincerely,

Russell Dayton  
Western Regional Manager  
Crane Pumps & Systems  
[rdayton@cranepumps.com](mailto:rdayton@cranepumps.com)  
937-214-7571



**Mark A Shaw**  
**SE Territory Manager**  
**Xylem Inc**  
**Flygt Products**

766 N Sandy LN  
Elkhorn WI 53121  
Cell 262 227 3763

mark.shaw@xyleminc.com

May 12, 2015

Re: Flygt, a Xylem Water Solutions company

To whom it may concern

Xylem Water Solutions, Flygt brand (Flygt) is the manufacturer of Flygt pumps and parts for your wastewater process. All equipment, components and parts associated with your Flygt equipment should originate from Flygt's Factories.

Flygt, A Xylem brand solely uses Alaska Pump & Supply inc. as it's only authorized representation/direct distributor in the State of Alaska. All inquiries regarding Flygt equipment and parts as well as service should be routed through Alaska Pump & Supply. Below is their contact information.

Alaska Pump and Supply Inc.  
261 E. 56th Avenue, Bldg. A  
Anchorage, AK 99518  
Phone: (907) 563-3424

Albuquerque NM 87109  
Phone (505) 344- 7100

If there are any questions concerning the above statement please feel free to contact me

Sincerely,

*Mark A Shaw*

SE Territory Manager

## City of Bethel Action Memorandum

Action memorandum No.	18-39		
Date action introduced:	May 22, 2018	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

**Action Title:** Direct Administration to send the attached letter to the Anchorage USDA-RD Office in order to request a reallocation of \$1,174,035 in USDA-RD grant/loan project funds so that the City can purchase five new sewer trucks.

**Attachment(s):** (1) Letter from City Manager to USDA-RD to request reallocation of funds; and (2) Quote from Kenworth for the potential purchase of new sewer trucks.

Department/Individual:	Initials:	Remarks:
Administration	<i>PW</i>	<i>Peter Williams, Approve</i>
Finance	<i>JS</i>	<i>for JC</i>
Public Works	<i>WJ</i>	
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
\$1,174,035	Funds in USDA-RD Grant/Loan Budget.	64-50-646 64-51-646
	Requires funding in FY 2019 Budget.	

### Summary Statement

The City of Bethel has an approved USDA-RD grant/loan in place that is paying for most of the sewer lagoon jetty repairs. The USDA-RD approved budget includes funds for construction, contingency, and the purchase of sewer trucks. See budget amounts in Letter attached.

The construction bid price of \$1,389,850 proposed by STG, and later approved by Bethel City Council, was less than the \$2,443,962 amount budgeted for construction. The City has other actual project expenditures to date. The City is in a position to be able to request a reallocation of funds from construction, contingency, and other categories and direct these unspent funds toward the purchase of additional sewer trucks.

City project engineer CH2M confirmed that 10% is a reasonable amount to leave in the contingency budget category. Actual legal fees included the cost to the City of hiring an outside attorney to prepare the "bridge loan" through Wells Fargo Bank, as required by USDA-RD.

City Administration's goal is to use approved USDA-RD funding already in place to purchase as many new sewer trucks of the seven needed as possible. All new trucks will meet Alaska DOT&PF's specifications for highway operation at full 3,400 gallon capacity. See quote attached.



# CITY OF BETHEL

P.O. Box 1388 • Bethel, Alaska 99559  
 907-543-2047  
 Fax # 907-543-4171

May 7, 2018

Tasha Deardorff, Program Manager  
 USDA-RD  
 510 L Street, Suite 410  
 Anchorage, AK 99501-1964

Dear Ms. Deardorff:

The City of Bethel is currently administering the Sewer Lagoon Jetty Repair project with a USDA-RD funded grant in the amount of \$1,669,358 and a USDA-RD loan in the amount of \$913,000. There are other grant and cash match sources assigned to this project also. The City is incurring charges that apply to all funding sources, including the USDA-RD grant/loan.

The City of Bethel used the bid process to hire a contractor to complete the jetty repair work. The bid and final contract price with STG came in lower than expected at \$1,389,850. The USDA-RD grant/loan budgeted amount was \$2,443,962. The difference between the two figures is \$1,054,112.

Per the sewer system repairs outlined in the May 9, 2016 Letter of Conditions, the City of Bethel is requesting that Rural Development approves the procurement of five (5) additional sewer haul trucks from the excess grant funds. The total amount of money proposed by the City for reallocation and the cost of five new sewer trucks that meet the “bridge law” for appropriate axle weight distribution are shown below. Actual expenditures are current as of May 4, 2018.

Project Costs	Budget	Actual or Expected	Proposed	Notes
Administration	\$10,000	\$76	3,916	Slow claims point to reduction
Construction	2,443,962	1,389,850	1,389,850	STG bid price
Contingency	244,396	138,985	138,985	10% of actual construction cost verified by DOWL as appropriate
Engineer Fees	270,000	270,000	270,000	CH2M contracted price
Sewer Trucks (3)				2 actuals + \$250,000 IHS-funded truck
Original Budget	750,000	723,572	723,572	
Interest – Interim	10,000	10,000	10,000	Interest will be > than \$10,000
Legal Fees	10,000	27,511	28,000	Will require contingency funds
<b>Total</b>	<b>3,738,358</b>	2,559,994	2,564,323	
Sewer Trucks (5) Proposed Budget			1,174,035	Kenworth quote = \$234,807/truck
<b>Total</b>			<b>3,738,358</b>	

Based on the slow rate of Administration fees being amassed by the City, the City would like to reduce the Administration amount budgeted to be \$3,916. The City wishes to budget 10% of actual construction costs to the contingency category, an amount supported by DOWL. Engineer fees remain as contracted (\$270,000). Remainder of contingency would be reallocated to the purchase of new sewer trucks and to cover the overage in legal fees. The City proposes a reallocation of the unspent sewer truck budgeted amount of \$26,428 to cover legal fees and the new truck purchase.

The City of Bethel would like to place an order for these trucks at the soonest opportunity in order to begin the 150-day build and get the trucks delivered to Bethel on the earliest barge possible in the 2019 barge season. Please authorize the City to make these purchases immediately, if the proposal is accepted. Thank you.

I look forward to hearing from you regarding the City's proposed reallocation of funds for its USDA-RD grant/loan currently active. Please contact me if you have any questions or concerns: [pwilliams@cityofbethel.net](mailto:pwilliams@cityofbethel.net) or 907-545-4150.

Sincerely,



Peter A. Williams  
City Manager



DATE

May 1, 2018

PROPOSAL FOR: City of Bethel  
Jake Thompson  
VAC TRUCK

QUOTE NUMBER: Q2017K26  
 QUANTITY: 7  
 SERIAL NUMBER: TBA

New 2019 Kenworth T440 Day cab vac PACCAR PX9 380HP / 1250 ALLISON 4500 RDS 6 SPEED AUTOMATIC TRANSMISSION Dana D2200 22K front, Dana DDSP40P rears with dual lockers. WEST-MARK 3400 GALLON VAC TANK, SEE QUOTE FOR SPECS GROENEVELD AUTO LUBE SYSTEM Freight Seattle to Bethel. Kenworth covers \$6000 of the \$8000 OPTION: ONSPOT AUTO CHAINS <b>See attached full specifications</b>	<b>\$126,014.00</b>
Equipment Total	<b>\$234,807.00</b>
Sales Tax	\$0.00
Federal Excise Tax <b>NO FET DUE TO CITY EXEMPTION</b>	\$0.00
Title and Registration Fees <b>NOT INCLUDED</b>	\$0.00
Sub-Total	<b>\$234,807.00</b>
Trade Vehicle(s) Used S/N	\$0.00
<b>GRAND TOTAL*</b>	<b>\$1,643,849.00</b>

**\*FOB CITY OF BETHEL per terms**

Kenworth Alaska will cover up to \$6000/truck of ocean going freight from Tacoma to City of Bethel.  
**TERMS: \$5K per truck with proof of pathway to payment & PO to place order and balance due at delivery**

This is for quotational purposes only. Prices are good for 14 days from quotation. Kenworth Alaska Inc. requires a \$5,000.00 (per truck) deposit on placement of non-specialized truck orders and the balance due upon delivery to body company. We offer competitive financing to help facilitate your purchase. Please call our finance manager, (206-433-5911) with any questions or needs. Order and deposit subject to customer approval of financing terms.

*\*This quote does not include title, license, tonnage or any other fees not specified in quote above.*

Thank you for the opportunity to quote,

Keith Skalsky  
 Kenworth Alaska Inc.  
 2838 Porcupine Drive  
 Anchorage, AK 99501

ACCEPTED BY: \_\_\_\_\_  
 PO OR CHECK #: \_\_\_\_\_  
 DATE:                      /  /  



Phone: (907) 279-0602  
 Fax: (907) 258-6639  
 email: kskalsky@kenworthalaska.com

Jeff Hurst

jhurst@west-mark.com



NO: 11944-0001

PO BOX 100

PHONE: 209-343-3109

QUOTATION:

CERES, CA 95307

TOLL FREE: 800-692-5844

ORDER

[www.west-mark.com](http://www.west-mark.com)

FAX: 209-537-1753

TO: Kenworth Alaska  
2838 Porcupine Dr.  
Anchorage AK. 99501  
Attn.: Keith Skalsky

DATE: 05/01/2018

PHONE: 907-279-0602

CELL: 907-302-0027

EMAIL:

F.O.B. Seattle WA port		TERMS: PO required net on completion	EST SHIPPING DATE 150 days after chassis arrives	
QTY	DESCRIPTION	PRICE	AMOUNT	
1	<p>3400 gallon steel Vacuum Tank and pumping system Installed on customers 160" CT chassis in Atwater CA. per specification #11944-0001 dated 05/01/2018</p> <p>Sells tax, license and FET are not includes and are the responsibility of Kenworth of AK</p> <p>Chassis required 150 days prior to completion</p> <p>Price good for 90 days</p>		\$98,269.00	
		<b>TOTAL:</b>		
<p>Quoted prices good for sixty (60) days. Due to continued volatility of raw materials and vendor supplied parts, all units are subject to price increases. Prices include 12% FET (if applicable). Local licensing, fees and sales taxes are not included. Customer Deposit of 10% unless otherwise agreed. Customer agrees to authorize credit verification on new equipment orders.</p>				

Salesman:	Jeff Hurst	Customer:	
Signature:		Signature:	
Date:		Date:	

## GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE AND FULFILLMENT OF ORDERS** All orders are subject to acceptance in writing by Seller at its home office, and no local agent or employee is authorized to contractually bind Seller. The acceptance and fulfillment of orders and agreements by Seller are contingent upon and subject to accidents, breakdowns, strikes, sabotage, riots, insurrection, war, delays, interruptions in or failure of sources to supply materials and equipment, labor transportation, acts of God, or other cause and conditions, whether of like or different nature, affecting Seller, and to orders, contracts, priorities, directives, requisitions or assumed and Seller shall not be liable for loss, damage, delay or failure of delivery resulting from such causes.
2. **PRICE** Because of the relatively long delivery time and the resultant uncertainties in Seller's costs, Seller and Buyer agree that the price to be paid by Buyer for the equipment described on the front side hereof (hereinafter referred to as the "Equipment") shall be that contained in or delivered from the Seller's price list in effect 30 days prior to delivery of the Equipment. If there is no such price list then covering the Equipment, the price may be adjusted for cost increases experienced by Seller, which may increase the total price from that stated on the front hereof. The price is also subject to adjustment by Seller for any change made by Buyer and approved by Seller in any of the specifications or other terms of this contract.
3. **TAXES, FEES AND CHARGES** The price is F.O.B. Seller's plant and includes federal excise tax, but does not include any other manufacturers, sales, use or other excise taxes, charges or duties, and the amount of any thereof which Seller is required to pay or collect will be invoiced to Buyer. Buyer shall pay all such taxes, charges and duties arising by reason of this contract and all other taxes, charges and duties of whatever nature assessed upon the Equipment. The amount, if any, shown on the front of this contract for freight shall also be adjusted to reflect any change in freight rates. Buyer shall also pay any collection fees and reasonable attorney's fees incurred by Seller in collecting payment of the purchase price and other amounts for which Buyer is liable under the terms and conditions hereof.
4. **PAYMENT** Payment terms are as specified on the front hereof.
5. **DELIVERY** The delivery date specified on the front hereof is approximate and Seller may ship or deliver Equipment before or after the specified date.
6. **SHIPMENT; RISK OF LOSS; TITLE** Unless otherwise specified by Buyer, Seller shall place the Equipment in the possession of such a carrier of Seller's choice and make such a contract for its transportation as may be reasonable, having regard for the nature of the Equipment and good commercial standards. Buyer shall bear all expenses paid or incurred by Seller in delivering the Equipment. Risk of loss of the Equipment shall pass to Buyer at the time it is tendered for shipment. Title to the Equipment shall remain with Seller until payment is received by Seller.
7. **WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY** (A) Seller warrants the Equipment manufactured by it to be free from defects in material and workmanship under normal use and service and to be in compliance with the pertinent provisions of the ASME Boiler and Pressure Vessel Code, if applicable. For a period of six months from date of delivery (12 months in the case of an inner tank only), Seller shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it subject to the following conditions: (a) Written notice of any such claimed defect must be given to Seller during the warranty period; (b) Seller shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests; (c) The Equipment must be delivered for repair within 15 days after Seller notifies Buyer of the repair procedure, but shall not be returned before such notification is given; (d) Unauthorized repairs shall void this warranty; (e) This warranty does not apply to parts requiring replacement because of natural wear and tear, or to products, accessories, parts or attachments which were not manufactured by Seller... Seller receives warranties on certain components purchased by it and its obligation with respect to such components shall be limited to the extent of the warranties, if any, given and honored by its suppliers; (f) This warranty shall not apply if parts and/or labor are required due to accident, abuse or improper or neglected maintenance, and applies only to the original purchaser from Seller; (g) When alterations are made or parts or attachments are installed by Buyer or for him by others, this warranty shall be void and Seller shall not be responsible for such alterations or installations, or for the operation of the Equipment thereafter; (h) This warranty shall be void when tanks are subjected to weight loads or pressures, or are used to contain, or are cleaned with, materials having corrosive temperature or other characteristics for which the tank was not designed; (i) Seller shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (j) All repairs under this warranty shall be made at Seller's plant in Ceres, California, or at such other place designated by Seller, and Buyer must bear the risk and expense of transporting the Equipment to Seller's plant or such other designated place. (B) The description of the front hereof does not create any warranty, express or implied. Seller may substitute without notice any comparable component in the Equipment, and Equipment with such substituted components shall be considered in conformance with Seller's obligations under this contract. (C) **THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.** Under no circumstances will Seller be liable for any incidental or consequent damages, or for any other loss, damage or expense of any kind, including, but not limited to, personal injury, labor costs or loss of profits, arising in connection with this contract or with the use of or inability to use the Equipment sold hereunder. Seller's maximum liability shall not exceed, and Buyer's remedy is limited to, correction, by repair or replacement, of defects to which the foregoing warranty applies.
8. **PATENT INDEMNITY** (A) In the event the Equipment furnished hereunder is claimed to infringe any United States patent issued at the time of delivery, Seller agrees, at its option; (1) to procure for Buyer the right to use the Equipment, or (2) to modify or replace the Equipment so as to avoid infringement, or (3) to accept redelivery of the Equipment and reimburse Buyer for the purchase price and any reasonable transportation expenses incurred by Buyer. Should any litigation be instituted against Buyer based on a claim that the Equipment in the condition received from Seller infringes any such United States patent, Seller will undertake the defense thereof on Buyer's behalf and pay any damages and costs awarded therein against Buyer, provided Seller is given written notice and is furnished with copies of all demands, process and pleadings; and provided Buyer cooperates fully in giving Seller authority, information and assistance at Seller's expense for such defense, as well as control over the defense and any negotiations with regard to settlement. (B) **THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OR PATENT INFRINGEMENT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER SHALL HAVE NO RESPONSIBILITY INsofar AS THE EQUIPMENT IS MODIFIED BY BUYER OR IS MADE OR MODIFIED BY SELLER IN ACCORDANCE WITH BUYER'S ORDER, AND BUYER SHALL WHOLLY INDEMNIFY SELLER FOR ALL DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEYS FEES, PAID OR INCURRED BY SELLER IN CONNECTION WITH ANY CLAIM OF INFRINGEMENT OF A PATENT, COPYRIGHT OR TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT, WHICH ARISES OUT OF SELLER'S COMPLIANCE WITH BUYER'S SPECIFICATIONS OR ANY MODIFICATION BY BUYER. SELLER SHALL ALSO HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS PROFITS CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OR ANY USER OF THE EQUIPMENT ARISING OUT OF ANY CLAIM OR INFRINGEMENT.** (C) Seller may be entitled to indemnity from certain of its suppliers, and the rights and options vested in Seller shall extend to such suppliers and may be exercised by them.
9. **TRADEMARKS** Buyer warrants that any trademark Buyer requests Seller to affix to the Equipment is owned or authorized for use by Buyer.
10. **CANCELLATION, MODIFICATION, SUSPENSION** Cancellation, modification, suspension or delay in shipment of Buyer's order will not be accepted on terms which will not fully indemnify and reimburse Seller against loss; such indemnity to include recovery of all direct costs incurred, normal indirect and overhead charges, and a normal profit. No change proposed by Buyer in any specifications, terms or conditions shall be valid or binding upon Seller unless approved in writing by Seller's chief executive officer or general sales manager.
11. **CONTRARY TERMS; ENTIRE AGREEMENT** Buyer's order is accepted only on the terms and conditions herein, and the provisions of any purchase order or other writing inconsistent are herewith rejected and shall not constitute a part of the contract of sale. If any of the terms and conditions hereof are not acceptable to Buyer, Seller must be notified promptly. This writing is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions thereof.
12. **NOTICE** Any notice shall be considered given when deposited in the United States mail, postage prepaid, addressed to the other party at the addresses given herein.
13. **WAIVER** No claim or right arising out of a breach of this agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **SETOFF** Seller may set off any amount due from Buyer hereunder against any amount, which may be due to Buyer whether or not under this agreement.
15. **ASSIGNMENT** Buyer shall not assign its rights under this agreement or any interest therein without Seller's prior written consent.
16. **CONTROLLING LAW** This transaction shall be governed by, and this agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision, clause or part, or the application thereof under certain circumstances is held invalid, the remainder of this agreement or the application of such provision, clause or part under other circumstances shall not be affected thereby.
17. **SECURITY INTEREST** If financing is involved or under other circumstances if Seller so chooses, Buyer agrees to execute such further documents as Seller requests to reflect Buyer's obligation to pay the deferred portion of the price and perfect a security interest in the Equipment and/or other collateral as security for payment thereof. The Equipment shall at all times be considered personal property and shall not be deemed a fixture or a part of or an appurtenance to building, real estate or vehicle, even though attached thereto. Damage to or loss or destruction of the Equipment shall not release Buyer from its payment obligation.
18. **TRADE-IN** If a trade-in is involved, Buyer shall be responsible for maintaining the equipment to be traded in the same condition as when inspected by Seller in determining the trade-in allowance. The trade-in allowance shall be adjusted, or eliminated, for any subsequent change in condition of the equipment to be traded.

# KENWORTH ALASKA



P.O. BOX 100  
CERES, CA 95307  
www.west-mark.com

PHONE: (209) 537-4747  
TOLL FREE: (800) 692-5844  
FAX: (209) 537-1753

## GENERAL

The following equipment shall be a new West-Mark Non-Code, Vacuum truck tank.

PRODUCT: Liquid waste

PRODUCT WEIGHT: Specify 8.7 lbs/gallon.

VESSEL CODE: Non-Spec.

OPERATING PRESSURE: 14.9 PSI maximum.

VACUUM: Full Vacuum (29 in./Hg).

OPERATING TEMPERATURE: One hundred twenty-five degrees Fahrenheit (125o F) maximum.

INTENDED AREA OF OPERATION: State of Alaska.

INTENDED USE: Highway and Off-Road. Not to exceed 22,000 lbs on the front and 38,000 on the rear when tank is at capacity. Weight distribution showing wheel base, front and rear gvw will be provided and must be signed off by customer

### CHASSIS:

Customer provided 160" CT

Quote does not include chassis modifications, programming, component relocation (battery boxes, tool boxes, air tanks, exhaust, etc), and frame stretching or shortening.

Price subject to change upon inspection of chassis.

### TANK:

3400 GALLON SINGLE COMPARTMENT VACUUM TANK

TANK MOUNTED PRIMARY SHUTOFF FRAME MOUNTED OIL CATCH MUFFLER.

1/4" A36 SHELLS AND BAFFELS. 76" DIA HEADS 204" SHELL 19' AOL APPROX

1/4" A-36 STEEL SLOPED SUB FRAME SLOPED 3" TO THE REAR.

(4)- 3" SCH 40 BLACK PIPE ROLLOVERS PROTECTORS WITH PERT PADS.

1- CURBSIDE LADDER WITH GRIP STRUT RUNGS & STEP AT TOP MANWAY.

FULL LENGTH RUBBER SKIRT BOARD

(2)-1/4" X 76" DIA F&D HEADS

(3)- 1/4" X 76" DIA F&D BAFFLE W/ 24" FLOW CUTOUT BOTTOM.

(5)- HEAVY DUTY BOX BOLSTERS WITH WING PLATES.

(2)- 5" SIGHT EYES 1-ON DRIVERS SIDE REAR HEAD 8" FROM TOP 1- FRONT HEAD DRIVERS SIDE 8" FROM TOP.

## KENWORTH ALASKA

(1)- 2" WELD FLANGE TOP OF TANK (FOR CUSTOMER INSTALLED VACUUM RELIEF VALVE)

(2)-STEEL 10 GA FULL LENGTH HOSE TRAYS WITH ALUM EDGE PROTECTORS.

(6)- HEAVY DUTY HOSE TRAY SUPPORTS 6 EA SIDE.

(1) 20" STEEL MANWAY W/ WHITE HYPALON GASKET MOUNTED TOP OF TANK HINGED AT REAR WITH HINGE STOP TO KEEP MANWAY IN OPEN POSITION.

(1)-24" FULL OPENING REAR CLEAN-OUT HINGED AT DRIVERS SIDE INSTALLED SHORT AS POSSIBLE ANGLED DOWN.

(1)-THREE LIGHT BAR

(2)- REAR MOUNTED HOSE HOOKS ON REAR HEAD.

(1)-6" DISCHARGE PIPE MOUNTED IN BOTTOM OF REAR / SUCTION WITH 6' ALUM TTMA WBFV, CAMLOCK FITTING AND CAP.

(1)- 3" ALUM DIXSON FEMALE X FEMALE 90 DEGREE SWIVEL WITH ALUM MALE CAM LOCK WITH CAP.

(1)-3' 12" PRIMARY WITH FLOAT BALL MOUNTED IN MANWAY DOME.

(1)- 3" SECONDARY SHUTOFF WITH DRAIN VALVE MOUNTED DRIVERS SIDE FRONT OF TANK.

(2)- 1/4" NPTF PIPE COUPLERS 1- ON TOP REAR HEAD 1- ON SECONDARY SHUTOFF.

(2)- WORK LIGHT BRACKETS WITH WIRE TUBES MOUNTED ON BACK REAR TANK HEAD.

SAND BLAST BODY, EPOXY SEAL AND PAINT WHITE. (CUSTOMER TO FURNISH COLOR CODES)

RHINO LINE HOSE TRAYS AND CORNERS OF REAR HEAD

### TANK MOUNTING:

Heavy Duty off-road, spring loaded, pipe style mounting installed along tank frame as required. Rubber mounting sill installed full length of tank between chassis and tank frame; rubber sill shall be vulcanized to a stainless steel backing plate. No hard fixing of tank frame to chassis shall be used.

### RELIEF VALVE:

One (1) Bronze 2" adjustable non-code valve located in top of tank

### LIGHTS AND WIRING:

Two (2) each Red L.E.D. stop/tail/turn lights shall be recessed mounted in the bumper at the rear of the truck.

### BACK-UP LIGHTS:

Two (2) each Truck-Lite model 44 L.E.D. back-up lights (# 44040C kit), installed at rear

### BACK-UP CAMERA:

One (1) each back-up camera with 7" LCD in-cab color display shall be installed at upper console area in cab.

### REFLECTORS:

To be mounted per D.O.T. specifications.

### CONSPICUITY STRIPING:

To be installed at sides of trays and rear per D.O.T. specifications.

### WORKLIGHTS:

Two (2) each Betts swivel L.E.D. flood light (#315503) to be mounted at rear near top of tank with (1)switch in cab. For both lights

### BEACON:

None. (Available as option upon request.)

### GAUGES:

Two (2) each 0-60 PSI/0-30 HG pressure/vacuum gauges located on secondary and rear head.

### VACUUM PUMP:

Masport HXL400WV, 400 CFM water cooled vacuum pressure located street side behind cab mounted parallel to the frame for easy drive coupler and hydraulic motor replacement. Pump to include vacuum and pressure relief valves and cooling lines from truck's engine radiator to vacuum pump. Pump to remain painted "Masport Blue"

### OIL CATCH MUFFLER:

3" Oil catch muffler located Roadside, plumbed to pump with drain valve and access for five gallon bucket.

## KENWORTH ALASKA

### **OIL RESERVOIR:**

Locate Masport oil reservoir in cab of truck

### **WET KIT:**

A complete hydraulic wet kit shall be installed on the chassis. Kit shall contain a "HOT SHIFT" PTO, hydraulic pump, hydraulic filter, relief valve, and all necessary hoses, wiring, and controls. PTO switch shall be located inside of the cab. Hydraulic reservoir to be filled to operating capacity with hydraulic oil.

### **HYDRAULIC SYSTEM COOLER:**

One (1) each heat exchanger with bypass valve and thermostatically controlled electric fan shall be installed in the hydraulic system to aid in the prevention of overheating. Heat exchanger to be located in an area that is protected from road debris.

### **BUMPER:**

Carbon steel 4" x 8" located so inlet and discharge hoses can be easily connected and swing to each side. Keep frame as short as possible

### **TOW EYE(S):**

Two (2) each tow eye(s) installed on unit at rear bumper.

A set of mudflaps shall be installed at the front of the drive tire(s) and shall be black rubber.

Mudflaps to be black rubber with West-Mark logo. Mudflap mounting to meet SAEJ682 standard.

### **HOSE:**

None. (Available as option upon request.)

### **PLACARDS:**

None. (Available as option upon request.)

### **MANUALS:**

One (1) each operation and maintenance manual(s) on CD ROM shall be supplied and shipped with unit; complete with the following:

- Operator & Maintenance Manual
- Calibration Chart (if Applicable)
- Equipment Parts List
- Misc. Vendor Literature / Manuals

### **CALIBRATION:**

Theoretical, in 1/4" increments, complete with charts.

### **WARRANTY:**

Unit shall be guaranteed to be free from defects in material and workmanship, while under normal use and service by the original purchaser, for a period of ONE (1) year from the date unit is delivered per warranty requirements

### **F.O.B.:**

Seattle port



Kenworth Alaska P418  
2838 Porcupine Drive

city of bethel

Anchorage, Alaska United States 99501  
Phone: (907) 279-0602  
Fax: (907) 258-6639  
Email:

Phone:  
Fax:  
Contact Email:  
Prepared for:

### Vehicle Summary

	Unit	Chassis	
Model:	T400 Series Conventional.	Fr Axle Load (lbs):	22000
Type:	FULL TRUCK	Rr Axle Load (lbs)	40000
Description:	T440 vac truck	G.C.W. (lbs):	62000
	<b>Application</b>	Road Conditions:	
Intended Serv.:	Local pickup & delivery.	Class A (Highway)	20
Commodity:	Vehicles which haul	Class B (Hwy/Mtn)	60
	Water	Class C (Off-Hwy)	20
	<b>Body</b>	Class D (Off-Road)	00
Type:	Tank	Maximum Grade:	6
Length (ft):	22.0	Wheelbase (in):	227
Height (ft):	13.5	Overhang (in):	80
Max Laden Weight (lbs):	6000	Fr Axle to BOC (in):	67
	<b>Trailer</b>	Cab to Axle (in):	160
No. of Trailer Axles:	0	Cab to EOF (in):	240
Type:		Overall Comb. Length	357
Length (ft):	0.0		
Height (ft):	0.0	<b>Special Req.</b>	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-State	
Corner Radius (in):	0		
	<b>Restrictions</b>		
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

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

Note: All sales are F.O.B. designated plant of manufacture.

	Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	5/1/2018 1:44:03 PM	<b>Complete</b>	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q01541236
Prepared by:	ID: Keith		Version Number:	41.20



Kenworth Alaska P418  
2838 Porcupine Drive

city of bethel

Anchorage, Alaska United States 99501  
Phone: (907) 279-0602  
Fax: (907) 258-6639  
Email:

,  
Phone:  
Fax:  
Contact Email:  
Prepared for:

Data	Code	Description	Weight
<b>Model</b>			
0000410	O	T400 Series Conventional.	11,511
0070070	O	T440 6x4 Class 8	0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0
0090062	O	T440 6x4 Class 8	0
0091121	O	Water	0
0093005	O	Local pickup & delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.	0
0095110	O	Tank	0
0098025	O	U.S. Domestic Registry, 50-State	0

**Engine & Equipment**

0129582	O	PACCAR PX-9 380 2017 380@1900 1250@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 120...Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09240 P09 120...Hard Maximum Speed Limit N09260 P14 51...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0....Accelerator Lower Droop N09300 P19 51...Maximum Cruise Speed N09320 C143 0....Cruise Control Lower Droop N09360 N203 252...Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0....Reserve Speed Limit Offset N09440 P11 NO...Engine Protection Shutdown N09460 P06 NO...Gear Down Protection N09480 P26 1400.Max PTO Speed N09500 P02 YES..Cruise Control Auto Resume N09520 P04 NO...Auto Engine Brake in Cruise N09540 N209 0....Expiration Distance N09560 P520 YES..Enable Idle Shutdown Park Brake Set N09580 P32 5....Timer Setting N09600 P233 YES..Enable Impending Shutdown Warning	0
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Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	5/1/2018 1:44:03 PM	<b>Complete</b>	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q01541236
Prepared by:	ID: Keith		Version Number:	41.20

Data	Code	Description	Weight
		N09620 P234 60...Timer For Impending Shutdown Warning	
		N09640 P516 35...Engine Load Threshold	
		N09680 P33 NO...Idle Shutdown Manual Overrule	
		N09720 P230 YES..Enable Hot Ambient Automatic Overrule	
		N09740 P46 40...Low Ambient Temperature Threshold	
		N09760 P56 60...Intermediate Ambient Temperature Threshold	
		N09780 P47 80...High Ambient Temperature Threshold	
1000155	O	<b>Prospector version 41.2</b> Replaces Prospector version 41.1	0
1000684	O	<b>Effective VSL Setting NA</b>	0
1000858	O	<b>Engine Idle Shutdown Timer Disabled</b>	0
1000859	O	<b>Enable EIST Ambient Temp Overrule</b>	0
1000860	O	<b>Enable EIST in PTO Mode</b> Use only with MX and Cummins engines	0
1000891	O	<b>Eff EIST NA Expiration Miles</b> Use only with MX and Cummins engines	0
1002060	S	<b>Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.</b>	0
1051092	S	<b>Engine mount Powercore air cleaner.</b> w/constant torque SS clamps, pop-up air restriction indicator. Pop-up indicator is standard.	0
1098005	O	<b>Filter minder air restriction indicator mounted</b> on air cleaner replacing standard pop-up indicator.	0
1105231	S	<b>Fan Hub: Horton On/Off for PX-9 or ISLG</b>	0
1122505	S	<b>Cooling module: 1300 square inches.</b> Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant. Drain valve is not available w/Allison transmissions.	0
1160205	O	<b>Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T660, T680, and T300 (Medium Duty).</b>	2
1247166	S	<b>Exhaust: 2017 EPA RH Under DPF/SCR w/ RH</b> side of cab vertical tailpipe w/ daycabs, extended daycabs, or modular sleepers.	0
1290136	S	<b>Tailpipe: 5 in. single 36 in. 45 degree curved.</b>	0
1321145	O	<b>Fuel Filter:Fleetguard FS1003</b> Fuel/Water Separator for PX-9	0
1321200	O	<b>Run Aid:None</b> *For Fuel Filter	0
1321305	O	<b>Start Aid:12V Heat</b> *For Fuel Filter	1
1500029	O	<b>Kenworth Fuel Cooler</b> Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	6

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1504006	O	<b>Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .</b>	2
1700149	O	<b>Retarder Jacobs for PX-8/9 ISL w/ 3-way switch.. Replaces the standard turbo brake for PX-8 engines.</b>	57
1816260	O	<b>Alternator: PACCAR 160 amp, brush type</b>	0
1821215	O	<b>Batteries: 4 PACCAR GP31 threaded post (700-730) 2800-2920 CCA dual purpose.</b>	114
1836100	S	<b>Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number &amp; color coded.</b>	0
1840005	O	<b>Battery disconnect switches 2, mounted on battery box.</b>	2
1900082	O	<b>Multi-function engine connector for body builder interface for Cummins.</b>	0
1900976	O	<b>Body Builder Control Harness coiled EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).</b>	2
1900996	O	<b>Jump start terminals under hood.</b>	12

#### Transmission & Clutch

2016158	O	<b>Transmission: Allison 4500RDS 6-speed w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor &amp; heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 &amp; 4000 series transmissions.</b>	647
2406453	O	<b>Driveline: 2 Dana SPL250XL 1 centerbearing requires 3500057 interaxle driveline. Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.</b>	0
2410018	O	<b>Torque converter included w/Allison Transmission.</b>	0
2410151	O	<b>Pushbutton control center console mounted. Class 8 with Allison Transmission.</b>	0
2410204	O	<b>Delete Allison FuelSense</b>	0
2410244	O	<b>J1939 Park Brake Auto Neutral</b>	0
2429100	O	<b>Chassis will be fitted w/ LH transmission PTO. (Prevents ECU F/Interfering w/ PTO Only).</b>	0
2429358	O	<b>Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.</b>	0

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Data	Code	Description	Weight
<b>Front Axle &amp; Equipment</b>			
2507182	O	Dana Spicer D2200 Front Axle rated 22K standard track.	120
2607002	O	Front Brakes: 14,601-22K Bendix air disc brakes.	10
2690025	O	Splined rotor for front air disc brakes for use with iron hubs.	0
2702022	O	Front Hubs Iron hub pilot 22,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0
2750001	S	Hubcap: front vented.	0
2769000	S	Slack Adjusters included w/ front axle or brake. Also use w/ disc brakes.	0
2867022	O	Front Springs: Taperleaf 22K w/shock absorbers. C500 standard with a single stage spring and threaded pins. T800/T880/T440/T470/W900B standard with a multi-stage spring and rubber pins. For T800/T880/T440/T470/W9B, this is a three stage spring. The spring rate increases when loaded closer to the full capacity of the spring. Not available on W900L or W900S.	426
2893662	O	Dual power steering gears: 22K TRW TAS65.	60
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil	11
2900616	O	Threaded Bushings for taperleaf spring 16K, 18/20K, 22K, 40K replacing rubber.	0
<b>Rear Axle &amp; Equipment</b>			
3124401	O	Dual Dana Spicer DSP40P rear axle rated at 40K. w/ 9.5mm housing and 1.88in. shaft diameter. Includes pump. Tandem rear axles.	1,966
3200617	O	Rear Axle Ratio - 6.17.	0
3306001	O	Dual rear Bendix air disc brakes for dual rear axles to 46K capacity.	40
3392605	O	Splined rotor for dual rear air disc brakes for use with iron hubs.	-208
3403460	O	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	104
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.	0
3465900	O	Rear slack adjusters included w/ axle or air disc brakes.	0
3485002	O	Spring brakes included w/ dual rear air disc brakes.	0
3490902	O	Rear air disc brake dustshields for tandem axles; includes pads and rotor shields.	12
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3500057	O	Interaxle driveline 1 Dana SPL170XL	-4

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Data	Code	Description	Weight
3532130	O	<b>Wheel Differential Lock for Dana Spicer axles</b> DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	37
3533000	O	<b>Raised oil levels for rear rear axle for use on</b> 12% or greater continuous grades.	20
3730032	O	<b>Rear suspension: Tandem Kenworth Airglide 400 40K</b> 54 in. axle spacing. Air suspension w/ 9 in. ride height. Includes air suspension dump valve.	232

**Tires & Wheels**

4077532	O	<b>Front tires: Bridgestone M854 425/65R22.5 20PR.</b> 44.8 in. diameter, all position. On/Off highway. Wide-base tire. Curb protector bar 20.7 in. SLR.	150
4277487	O	<b>Rear tires: Bridgestone M799 11R22.5 16PR.</b> 42 in. diameter, drive. 19.5 in. SLR. Code is priced per pair of tires.	80
4900008	O	<b>Rear Tire Quantity: 8</b>	0
5042312	O	<b>Front Wheel: Accuride 29806 22.5x12.25 steel</b> Steel Armor[™] powder coat, hub-pilot mount. 11500lb. maximum rating. 5-hand holes.	102
5242285	O	<b>Rear Wheel: Accuride 50344 22.5x8.25 steel</b> Steel Armor[™] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	80
5853906	O	<b>Powder coat white steel wheel. Use in conjunction</b> with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	<b>Rear Wheel/Rim Quantity: 8</b>	0

**Frame & Equipment**

6056600	O	<b>Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 337in.</b> to 416 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	463
6302460	S	<b>Bumper: Tapered painted steel channel.</b> Requires a bumper setting code.	0
6319050	S	<b>50 in. Bumper setting. Requires a bumper code.</b>	0
6321005	O	<b>Removable Front Tow Hooks: 2.</b>	15
6390110	O	<b>Mudflaps, Front: Extra wide for use w/ tires that</b> are wide base singles.	6
6397001	O	<b>Huck bolts throughout frame, where possible.</b>	0
6401200	O	<b>Battery box cantilever steel BOC w/ fiberglass</b> cover.	24
6409902	O	<b>Battery box location: RH Side.</b>	15
6451072	O	<b>Battery box module step: Raised 3 in. aluminum</b> under or BOC.	0

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6451090	S	<b>T470,C5, T6, T8 non-polished DPF/SCR or CNG cover</b> diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
6721102	S	<b>Rear mudflap arms: Betts B-25 standard-duty,</b> straight. Includes B1732 mounting brackets as standard.	0
6722000	S	<b>Rear mudflap shields: White plastic antisail w/</b> Kenworth logo.	0
6742009	S	<b>Square end-of-frame w/o crossmember; non-towing.</b>	0

**Fuel Tanks & Equip**

7210075	O	<b>Fuel Tank: 75 US gallon 24.5in. aluminum under</b> replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	-33
7722011	O	<b>Small round DEF tank. 11 gallons of</b> useable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7882104	O	<b>Insulated fuel draw lines.</b>	0
7889203	O	<b>Standard DEF to fuel fill ratio: 2:1 or greater.</b>	0
7889603	O	<b>DEF tank location is on the RH.</b>	0
7920075	O	<b>Location: 75 gal fuel tank LH under cab</b>	0

**Cab & Equipment**

8024310	S	<b>Cab: Curved Glass Conventional.</b> Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8090450	S	<b>Hood: Sloped Aerodynamic T440 Hood.</b> Includes hood and mounted grille, split fenders w/ mudflaps, & separate bumper.	0
8108010	S	<b>Cab heater: W/integral defrosters &amp; A/C 45,000</b> btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201013	S	<b>Steering wheel: 18 in. 4-spoke.</b>	0
8201200	O	<b>Adjustable telescoping tilt steering column.</b>	10
8205099	U	<b>8205045 FLIP VLV(SMALL)/PPG/LT:C/I SI</b> NG SPD PTO DASH MTD*W/ C/I PTO MUST INCL CODE FOR	0

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Data	Code	Description	Weight
8205118	O	<b>Information for customer-installed PTO Chelsea</b> 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.	0
8208495	O	<b>Two spare switches: Wired to power.</b>	0
8220106	O	<b>Gauge: Dash mounted air filter restriction gauge.</b>	0
8221144	O	<b>Gauge: Air suspension pressure gauge.</b>	0
8222712	O	<b>Gauge: Fuel filter restriction gauge.</b>	0
8282004	S	<b>KW Driver Information Center: includes fuel</b> economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
8282009	S	<b>Instrument package: Includes speedometer,</b> tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8282107	S	<b>Large flat panel on dash For customer-installed</b> controls. Reduces gauge count by 6.	0
8331140	S	<b>Cab Interior: Summit. T440/T470 Only. Includes</b> smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floor mats.	0
8343304	S	<b>Interior color: Slate Gray w/trim Dark Slate Gray</b>	0
8410491	O	<b>Driver seat: Kenworth Air cushion Plus HB Mordura</b> Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6- 23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	0
8480480	O	<b>Rider seat: Kenworth Toolbox Plus IB Mordura.</b> Standard features include fixed base and backrest, tool box seat base w/ door, and dual armrests. Seat cushion is 19.5 inches. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	-4
8490110	S	<b>Seat color: Dark Slate Gray.</b>	0
8498552	O	<b>Delete dual rider armrests.</b>	-6
8601421	O	<b>Kenworth Radio with AM/FM/WB/USB and Bluetooth</b>	4
8601881	O	<b>CB Radio: Cobra 29. W/header mounted quick</b> release. Includes transceiver & separate speaker remote-mounted in headliner & dual CB antennas. Includes sound tracker & illuminated panel.	11

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8699169	O	<b>Additional accessory power supply wiring.</b> In header.	0
8699514	O	<b>Speakers: Four 4 in. x 6 in. high performance.</b> Adds 2 speakers to the Panasonic standard 2. Located in cab header & rear cab corners.	0
8700108	O	<b>Under dash center console: Includes one cupholder</b> & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only.	0
8700168	S	<b>Non-self cancelling turn signal: W/column-mounted</b> headlight dimmer switch & intermittent wiper control.	0
8700186	S	<b>Electric LH &amp; RH door locks.</b>	0
8800200	S	<b>Cab access contoured grabhandles, LH/RH.</b>	0
8800400	S	<b>Grabhandle: LH inside door frame above dash.</b>	0
8800401	S	<b>Grabhandle: RH inside door frame above dash.</b>	0
8832115	O	<b>Daylite Door: LH/RH includes RH peeper window</b>	0
8841411	S	<b>Single air horn under cab.</b>	0
8850300	S	<b>Look-Down, Pass. Door, Stainless 8.5x4.4</b>	0
8867202	O	<b>Mirror: Dual Moto heated mirrors 7 in. x 16 in.</b> LH & RH remote controlled. Switch located on door pad.	4
8869005	S	<b>Mirror brackets 8-1/2 ft load width.</b>	0
8871438	S	<b>Rear Cab Stationary Window 17 in. x 36 in.</b>	0
8879213	O	<b>Electric-powered LH &amp; RH door window lifts.</b> Switch located on door.	0
8890100	S	<b>One-piece windshield, w/ curved glass.</b>	0
8890134	O	<b>Exterior aerodynamic sunvisor w/ integral marker</b> lights.	0
8890353	O	<b>4 1/2in. rubber wheelwell fender extension.</b>	11
8890869	O	<b>Severe service reinforcements for aluminum cab</b> sill.	17
8890898	O	<b>Link Cabmate suspension.</b>	22
8891000	O	<b>Quiet Cab Package: For Non-VIT Interiors.</b> Includes Firewall Insulation & Floor Covering w/ Sound Deadening Materials and Cowl Blanket	77

#### Lights & Instruments

9010801	S	<b>Headlamps: Halogen Projector Low Beam, Halogen</b> Complex Reflector High Beam	0
9026205	O	<b>Marker Lights: Five aerodynamic, LED mounted in</b> sunvisor.	0
9030010	S	<b>Turn Signal Lights: Mounted on fender</b>	0
9030052	O	<b>LED Stop,Turn,Tail: With Two LED</b> Backup Lights and With An LED License Plate.	2

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9049825	O	Customer-installed road/fog lights switch & wiring.	0
9058052	O	Switch & Wiring for Customer-Installed Floodlight : W/O Electrical Pass-Through - 2nd Set. Wire Coiled BOC/BOS.	0
9058056	O	Switch & Wiring for Customer-Installed Floodlight : W/O Electrical Pass-Through - 3rd Set. Wire Coiled BOC/BOS.	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
9090115	O	Reflectors: Two Midframe	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	4
9090302	O	Junction Box: Mounted Behind Cab or Sleeper Not Mounted at End of Frame.	1
9090312	U	9090312 BODY BUILDER HARNESS COILED E OF FOR ADDIT. C/I:TAIL,TURN,STOP,MARKER LIGHTS	0
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0
<b>Air Equipment</b>			
9101215	S	Air Dryer Bendix AD-IS heated Puraguard	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
9140092	O	Schrader valve to charge air system.	2
<b>Extended Warranty</b>			
9200002	O	Base Warranty - Severe Service 12 months / 50,000 miles / 80,000 km.	0
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
<b>Miscellaneous</b>			
9400073	O	Ship to Specific Address. N94010 Westmark N94020 1111 N94030 chino, ca 99999 N94040 scott vincent 2097652338	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0

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9462002	O	<b>Domestic severe service package.</b> Domestic severe service is required on any chassis operating within the 50 United States and Canada where the application includes class C road service 10% or more of the operation, or when vehicle will operate predominately on privately maintained, unimproved, or roughly prepared road surfaces. Specific vocations include, but are not limited to, oilfield service and Canadian logging service.	180
9490206	O	<b>Warning triangle reflector kit: Shipped loose.</b> Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490406	O	<b>One 5 lb. dry chemical type fire extinguisher</b> mounted outboard of rider seat. Class ABC.	11
<b>Paint</b>			
9700000	O	<b>Paint color number(s).</b> N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK N97700 BUMPER L0006 WHITE	0
9943001	O	<b>Bumper Painted Color A</b>	0
9943050	O	<b>Day Cab Standard Paint</b>	0
9944820	O	<b>1 - Color Paint - Day Cab</b> Color will be White if no other color is specified.	0
9965510	S	<b>Base coat/clear coat.</b> The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0
<b>Total Weight</b>			<b>16514 lb</b>

**Prices and Specifications Subject to Change Without Notice.**

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## City of Bethel Action Memorandum

Action memorandum No.	AM 18-40		
Date action introduced:	May 8, 2018	Introduced by:	Peter Williams, City Manager
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 the top scoring proposer for billing of ambulance and protective custody services and for collections of delinquent City accounts.

**Attachment(s):** Proposed Contract for Services

Department/Individual:	Initials:	Remarks:
Jim Chevigny, Finance Director		
Pete Williams, City Manager		
Jim Wyckoff, Purchasing Agent		
Patty Burley, City Attorney	<i>PB</i>	Procurement process complied with BMC & AK law

Amount of fiscal impact:	Account information:
No fiscal impact at this time.	
Funds in City Budget.	
Funds not in City Budget.	

### Summary Statement:

#### **Billing:**

The City's ambulance department recently lost the ambulance biller it had been utilizing for many, many years when the company decided to shut its doors. This created an opportunity for the City to go out for procurement to obtain a new company. In the process, the City decided it would be cost-effective to also add the protective custody bills to the RFP given the extensive volume of those calls and the amount of time they take to process.

On February 2, 2018, a Request for Proposal was released. The RFP was open until March 8, 2018. During the time it was open, only 1 addenda was issued. No protests were received either during the time the RFP was open or after notice of intent to award was issued.

A total of five (5) responses were received and scored by a team of 3 employees. Scoring was overseen by the Purchasing Agent. While the scoring team was provided an opportunity to review the proposed prices, the price sheets deliberately had no identifying information so that the scorers would not know whose price proposal they were reviewing.

Shortly after the RFP for billing was released, a 2<sup>nd</sup> RFP was released for collections services. As demonstrated in each annual budget, the City sits on several uncollected accounts. These

accounts appear to be growing in size annually and have grown to the point that a full-time dedicated person could easily be hired to work on nothing but collections. The more economical process, however, is to outsource the process and avoid additional PERS and other administrative costs.

On March 1, 2018, an RFP was released for collections services. During the time it was open, 1 addenda was issued. No protests were received either during the time the RFP was open or after the notice of intent to award was issued.

On the due date only 1 response was received. No other responses ever followed. The sole response was reviewed and found to be responsive and responsible. Coincidentally, the respondent for the collections was the top scorer for the billing services.

For efficiency, the two separately proposed contracts were merged into the one contract before the City Council.

Because there was only 1 response for the collections, it was not scored. Instead it was merely reviewed to ensure it qualified as responsive. As for the billing proposals, the scores were as follows:

Company A: Disqualified. Failed to respond to ½ of the proposal.

Company B: 286

Company C: 289.5

**Company D: 295.5 (Proposed for Contract)**

Company E: 288.5

The proposed contract is attached.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
BILLING and COLLECTION SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of May 2018, by and between the CITY OF BETHEL, a municipal corporation, (hereinafter referred to as **CITY**), and [REDACTED] (For hereinafter "Service Provider").

**Section 01    Scope of Services**

Service Provider hereby agrees to provide the services and/or materials under this Agreement pursuant to the provisions and specifications identified within a Request for Proposals for Ambulance and Protective Custody Billing and a Request for Proposal for Collection Services (hereinafter referred to as the "RFPs") and the corresponding Responses from Service Provider, all of which are attached hereto and incorporated herein by reference as Attachments "B" (Request for Proposal) and Attachment "C" (Response to RFP). The specific Scope of Work shall be outlined in Attachment "A". In the event of any conflict with the terms, conditions, or provisions of the Scope of Work defined in Attachment "A", the parties shall look to the Requests for Proposal and the Responses in that order for guidance.

- A. Billing Services.  
Service Provider will process all required billings for the City's ambulance and protective custody services as outlined in Attachment A-1.
- B. Collections Services.  
Service Provider will process all of the City's delinquent accounts that have been referred for collections as outlined in Attachment A-2.

**Section 02    Personnel & Location of Services**

Personnel shall be limited to employees of [REDACTED].

Services shall be performed by Service Provider at their United States location. At no time shall any of the services performed by Service Provider or any of their subsidiaries or consultants be performed outside of the United States.

**Section 03    Term of Agreement**

The Term of this Agreement shall initially be for approximately three (3) years from June 1, 2018 to June 30, 2021 unless terminated sooner as provided herein. Service Provider has the option to renew this Agreement for an additional two (2) year term by providing notice to CITY at least One Hundred Twenty (120) days prior to the expiration of this Agreement.

#### **Section 04 Standard of Performance**

Service Provider shall perform its services consistent with generally accepted standards presently maintained by other practicing firms engaged in the same type of work. Upon written notice to Service Provider and by mutual agreement of the parties, Service Provider will correct those services not meeting such a standard without additional compensation.

#### **Section 05 Compensation**

A. Subject to the provisions of this Agreement, the CITY shall pay Service Provider as follows:

1. Billing Services.

a. Ambulance Billing Services. Service Provider will be paid a contingency fee of eleven (11%) percent of the net dollars collected.

b. Protective Custody Billing Services. Service Provider will be paid a contingency fee of eight (8%) percent of the net dollars collected.

2. Collection Services. Service Provider will be paid a contingency fee of seventeen (17%) percent of the net dollars collected on behalf of the City of Bethel.

The contingency fees are based on net dollars collected and include all costs associated with providing services including, but not limited to, billing, reporting, consulting, in-person training, customer service, personnel, statements, envelopes, claim forms, long distance calls and postage.

B. CITY agrees to pay Service Provider at the rates specified above for Services performed to the satisfaction of the City, in accordance with this Agreement, and Attachment A.

C. Service Provider shall submit an itemized invoice to CITY by the end of the month during which Services are performed. Payment will be processed promptly upon receipt of invoice and in no event will payment be issued more than thirty (30) days from receipt of invoice.

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

Jim Chevigny, Finance Director  
City of Bethel Finance Department  
PO Box 1388  
Bethel AK 99559-1388

E. Except as otherwise provided in this Agreement, the CITY shall not provide any additional compensation, payment, service or other thing of value to Service Provider in connection with performance of Agreed upon duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs

Service Provider may incur in the performance of its obligations under this Agreement have already been included in computation of Service Provider's fee and may not be charged to the CITY.

#### **Section 06 Independent Contractor**

CITY and Service Provider agree that Service Provider is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of Service Provider's duties under this Agreement. Accordingly, Service Provider shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Service Provider's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

#### **Section 07 Health and Safety**

Service Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.

#### **Section 08 Non-Discrimination**

Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Service Provider 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 identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, 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.

#### **Section 09 Performance and Default**

If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner the obligations under this Agreement, then CITY shall thereafter have the right to immediately terminate this Agreement by giving written notice to Service Provider and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this Agreement prepared by Service Provider shall, at the option of the CITY, become its property, and Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. In such event, Service Provider shall not be

relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due Service Provider for the purpose of setoff until such time as the exact amount of damages due the CITY from such breach can be determined. **Notwithstanding the foregoing, Service Provider shall be entitled to not less than thirty (30) days written notice to cure any reasonably curable condition alleged to constitute a default by CITY before a breach of this Agreement shall be declared by CITY as a result thereof.**

In case of default by Service Provider, the city may procure the services from other sources and hold Service Provider responsible for any excess cost occasioned thereby. In addition, in the event of default by Service Provider under this Agreement, or upon the Service Provider filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Service Provider, the CITY may immediately cease doing business with Service Provider, immediately terminate for cause all existing contracts the CITY has with Service Provider, and de-bar Service Provider from doing future business with the CITY.

#### **Section 10 Termination for Convenience**

In addition to terminations for cause as provided for in this Agreement, CITY may unilaterally terminate this Agreement at any time without cause by providing one hundred twenty (120) calendar days written notice from CITY to Service Provider. In that event, all finished or unfinished deliverable items prepared by Service Provider under this Agreement shall, at the option of the CITY, become its property. If the Agreement is terminated by the CITY as provided herein, Service Provider shall be paid for services satisfactorily completed, less payment or compensation previously made. Termination of this Agreement, either with or without cause, shall not form the basis for loss of anticipated profits by either party.

#### **Section 11 Termination for Non-Availability of Government Funds**

If the City Council fails to appropriate sufficient funds or to authorize the expenditure of sufficient funds to continue service under this Agreement, CITY may submit a written notice to Service Provider terminating this Agreement. Such notice shall be in writing and shall be not less than thirty (30) calendar days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds (e.g., city council action; official budget or other official government document). CITY shall be liable to Service Provider for all charges and costs incurred for products and/or services prior to the effective date of the termination.

#### **Section 12 Causes Beyond Control**

In the event Service Provider is prevented by a cause or causes beyond control of Service Provider 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 Service Provider 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, Service Provider 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 Service Provider and which prevent the performance of Service Provider: 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 Service Provider from performing the terms of the Agreement as set forth herein. Events which are peculiar to Service Provider and would not prevent another company from performing, including, but not limited to financial difficulties, are not causes beyond the control of Service Provider. The CITY will determine whether the event preventing Service Provider from performing is a cause beyond Service Provider's control.

### **Section 13 Non-Assignment**

No assignment of Service Provider's obligations, nor the Service Provider's right to receive payment hereunder shall be permitted unless otherwise agreed to in writing by CITY.

- a. ASSIGNMENT OF PAYABLES: Upon written request approved by CITY, Service Provider may:
  - (i) Forward Service Provider's payment check(s) directly to any person/entity designated by Service Provider, or
  - (ii) Include any person/entity designated by Service Provider as a joint payee on Service Provider's check(s).
- b. KEY PERSONNEL: Service Provider shall not substitute key personnel assigned to the performance of this Agreement without prior written approval by CITY. The individuals designated as key personnel for purposes of this Agreement are those specified in Service Provider's response to the CITY's RFP.
- c. SUBCONTRACTING: Work proposed to be performed under this contract by Service Provider or its employees shall not be subcontracted without prior written approval by CITY. Acceptance of Service Provider's RFP proposal included any subcontractors specified therein.
- d. OUTSOURCING: Any firm or subcontractor performing call or contact center services to CITY shall disclose to inbound callers the location from which the caller contact center services are being provided. If, after award of this Agreement, the Service Provider wishes to outsource any portion of the Services to a location outside of the United States, prior written approval must be obtained from the CITY. Service Provider must give notice to the CITY of any relocation of the Service Provider, or of its employees, subcontractors, or other persons performing Services for Service Provider under this Agreement for CITY's benefit if located outside of the United States.

## **Section 14 Confidentiality**

All data and information, both written and verbal, furnished to Service Provider by CITY shall be regarded as confidential, shall remain the sole property of the CITY and shall be held in confidence and safekeeping by Service Provider for the sole use of the parties and Service Provider under the terms of this Agreement. Service Provider agrees that its officers, employees, and agents will not disclose to any person, firm or entity other than CITY or CITY's designated legal counsel, accountants or practice management consultants any information about CITY, its practice or billing, or any of the patients of CITY. Service Provider agrees to carry out its obligations to CITY in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, ("HIPPA").

## **Section 15 Audit Rights**

For all services being provided hereunder, CITY shall have the right to inspect, examine and make copies of any and all books, accounts and invoices, records and other writing relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Service Provider must make the materials to be audited available within one (1) week of the request for them.

## **Section 16 City not Responsible for Expenses**

CITY shall not be liable to Service Provider for any expenses paid or incurred by Service Provider, unless otherwise agreed to in writing.

## **Section 17 Equipment**

Service Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide the Services hereunder, unless otherwise agreed to in writing. All equipment provided by Service Provider is understood to be owned by Service Provider and shall at all times remain the sole and exclusive property of the Service Provider.

## **Section 18 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.

## **Section 19 Insurance**

The Service Provider shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by City, such insurance as will protect the Service Provider from claims set forth below and others, which may arise out of or as a result from the Service Provider's operations

under this contract, whether such operations are by the Service Provider or by a sub-contractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the Service Provider under this contract.

- a) Claims under worker's compensation, employers liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this contract.

Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Respondent's employees.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the Service Provider, or (2) by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the Service Provider's contractual obligations and assumption of liability under this Agreement.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments

- b) The insurance required in this section, including subsection (a), shall be written for not less than the limits listed in (c) below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the work to the date of final payment, or termination of any insurance required to be maintained after final payment.
- c) The insurance required in this section including subsection (a) shall be written for not less than the following limits:

1. *Worker's Compensation Insurance:*  
 Statutory Requirements of the State of Alaska, and  
 Employer Liability Insurance limits of:  
 \$500,000.00 each accident.  
 \$500,000.00 disease each employee.  
 \$500,000.00 disease policy limit.
  
2. *Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.*  
 \$1,000,000.00 Combined Single Limit of Liability per Occurrence  
 \$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence  
 \$2,000,000.00 Annual General Aggregate Limit of Liability  
 \$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of  
 Liability  
 \$100,000.00 Fire Damage Limit of Liability Any One Fire  
 \$5,000.00 Medical Payment Limit Any One Person
  
3. *Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.*  
 \$1,000,000.00 Combined Single Limit of Liability per Accident  
 For all Owned, Hired, and Non-Owned Vehicles.
  
4. *Crime Insurance: Form CR0021115 or equivalent.*  
 \$200,000.00 Limit for Employee Theft.  
 \$200,000.00 Limit for Forgery or Alteration.  
 \$200,000.00 Limit for Computer and Funds Transfer Fraud.
  
5. *Cyber Liability Insurance*  
 \$1,000,000 Limit per occurrence  
 \$2,000,000 Annual Aggregate Limit
  
6. *Errors & Omissions Insurance*  
 \$1,000,000 Limit per occurrence  
 \$2,000,000 Annual Aggregate Limit
  
7. *Excess Liability Insurance*  
 \$3,000,000 minimum

City of Bethel shall be named as Loss Payable.

- d) Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of CITY.

- e) The commercial general liability insurance shall name CITY as an additional insured as respects this contract.
- f) Service Provider's required insurance is subject to review and adjustment by CITY, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Service Provider shall be provided a written explanation for any such changes.
- g) Certificates of insurance acceptable to CITY shall be filed with CITY prior to the commencement of the beginning of any services by the Service Provider. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the insured Service Provider

If any of the insurance policies required above are canceled for any reason, the Service Provider shall provide immediate notice to CITY of the cancellation and either provide: evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancellation by the Service Provider.

Failure to maintain these insurance provisions required of the Service Provider or failure to immediately notify CITY of cancellation shall be considered a material breach of this contract by the Service Provider, subject to termination provisions of this contract.

## **Section 20 Publication, Reproduction and Use of Materials**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

## **Section 21 Jurisdiction; Choice of Law**

This Agreement shall be governed by the laws of the State of Alaska.

## **Section 22 Time Bar to Legal Action**

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the earlier of the date of substantial completion of services or the date of termination of the Agreement.

## **Section 23 Representation and Warranties by CITY.**

CITY represents and warrants to Service Provider and agrees to the following:

1. CITY has the power and authority to place Accounts with Service Provider for Service Provider to provide services.
2. Any amounts, fees, interest, or charges owing on the Accounts are authorized by law or the underlying agreement creating the amount due.
3. CITY shall provide Service Provider with accurate and timely consumer and Account Information necessary to provide services on CITY'S behalf, including, but not limited to, accurate balance information.
4. CITY maintains in its possession all documentation sufficient to prove the accuracy of the information on any Account placed with Service Provider.
5. City will not knowingly place accounts with Service Provider that: (a) have been discharged in bankruptcy or included in a presently pending bankruptcy; (b) have been disputed, settled, or paid-in-full; (c) are being represented or managed by a consumer attorney; or (d) have been the subject of any previous litigation.
6. CITY shall promptly notify Service Provider of any and all notices received by CITY or CITY representatives from a Consumer with respect of an Account, or regarding CONSULTANT'S Services regarding any Account.
7. City shall promptly notify Service Provider of City's actual, constructive or reasonably conceived knowledge of any of the following events: (i) any customer of an Account files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Account placed with Service Provider, or is the subject of a complaint or a cease and desist notification by a debtor during the time in which Service Provider is providing Services; or (ii) CITY receives any direct or indirect payment on an Account or a returned check on any such payment during the time in which Service Provider is providing Services to CITY.

### **Section 23 Non-Waiver**

No waiver of a breach of any covenant, term or condition of this Agreement shall not be a waiver of any subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

### **Section 24 Defense and Indemnification**

Service Provider agrees, to the fullest extent permitted by law, to indemnify and hold CITY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Service Provider's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its sub consultants, subcontractors, or anyone for whom Service Provider may be legally liable. Under no

circumstance is the CITY obligated to indemnify Service Provider for Service Provider's own negligence.

#### **Section 24 (a) Service Provider Indemnification**

CITY agrees, to the fullest extent permitted by law, and conditioned upon the availability of a valid existing appropriation to cover the obligation, to indemnify and hold Service Provider harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by CITY's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its sub consultants, subcontractors, or anyone for whom CITY may be legally liable. Under no circumstance is the Service Provider obligated to indemnify CITY for CITY's own negligence. The parties to this Agreement recognize and agree that the CITY has no current appropriation available to it to indemnify under the provisions of this Agreement and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the City Council. The City Council's failure to make the appropriation creates no further obligation or liability of the CITY. However, during all times pertinent to this Agreement, the CITY will maintain sufficient insurance coverage to protect against any damage to or suits arising out of CITY's actions (or inactions) under this Agreement.

#### **Section 25 Dispute Resolution**

In an effort to resolve any conflicts that arise between the parties under this Agreement, the CITY and Service Provider agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to nonbinding mediation.

#### **Section 26 Understanding**

Service Provider acknowledges that it 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 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 28 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 of Bethel  
Attn: Legal Department  
PO Box 1388  
Bethel AK 99559



**Section 29 Records Retention**

Service Provider shall retain copies of all records submitted by or on behalf of the CITY, including correspondence, call logs, electronic transfers, etc., for a minimum of three (3) years after the close of the City’s financial audit (not Service Provider’s) for the year in which the file was closed.

**Section 30 Audit Rights**

The City reserves the right at its own expense to conduct an annual audit relating to the actions performed on behalf of the City by an external expert and/or industry professional at any time for any reason; provided, however, the City shall not seek or use the services of a competitor of Service Provider. Service Provider agrees to cooperate by providing, upon reasonable notice which shall be not less than thirty (30) calendar days prior to the date of audit, and at no additional cost, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the request by the finance director or City Manager. In the case of an audit, the City shall be responsible for selecting and scheduling the audit.

CITY OF BETHEL



By: Peter A. Williams  
Title: City Manager

By: [Redacted]  
Title: Chief Executive Officer

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

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

Attachments

- A-1 Scope of Work – Billing Services
- A-2 Scope of Work – Collection Services
- B-1 Request for Proposal for Billing Services

B-2 Proposal from [REDACTED]  
B-3 Request for Proposal for Collection Services  
B-4 Proposal from [REDACTED]

**ATTACHMENT A-1**  
**SCOPE OF WORK**  
**BILLING SERVICES: AMBULANCE AND PROTECTIVE CUSTODY**

**Gathering of Billing Information:**

Ambulance – Service Provider will interface with Trend Elite PCR at least weekly via secure connection.

Protective Custody. City will forward protective custody information at least twice per month to Service Provider in an electronic format.

Information received from City accounts will be data and insurance scrubbed, reviewed for proper signatures, and reviewed for any missing and/or necessary information such as insurance information.

**Coding:**

Upon receipt and verification, Service Provider’s certified ambulance coders will code ambulance and protective custody services in accordance with condition code, medical necessity and level of service for each transport. Service Provider will correct any errors promptly and will re-code whenever necessary to comply with insurance company requirements.

**Submission of Claims:**

Once property coded, claims will be submitted to the proper payor. As appropriate, these claims will be accompanied by statements and invoices to the patient throughout the life of the account. Service Provider will work with any co-insurance or other payor to ensure that all claims are properly processed thus avoiding delay in payment.

**Billing:**

Service Provider will provide patients with a copy of each bill as well as any information received from the payor which may affect the claim. At a minimum, patient’s will be billed three (3) times before an account can be deemed uncollectable.

**Payment Processing:**

Service Provider will process all payments received from insurers and patients in a timely manner.

**Customer Service/Patient Support:**

For patients who need or desire to pay the claim directly, Service Provider will provide a Patient Portal which will accept at least three (3) different payment methods. Patients will be provided access to a toll-free telephone number as well as the ability to contact Service Provider electronically.

**Submission of Monies to City:**

Service Provider will submit all monies collected on behalf of City at least monthly to the account designated by City at Wells Fargo Bank, N.A. Submission of monies will be accompanied by a

statement detailing where and who the monies were obtained from (see reporting requirements). Contingency fees will not be withheld from the deposit to City but will instead be billed separately to City.

**Refund/Overpayments:**

In the event a patient is owed a refund due to an overpayment or other adjustment, Service Provider shall provide all necessary records and communication required for the efficient and accurate refund process. Refunds shall be issued within two (2) weeks of processing.

**Denial Resolution:**

Service Provider will review all payment denials and will address as many of the denials as reasonably possible. When applicable, Service Provider will appeal the claim denial.

**Write-Offs/Account Closures:**

Service Provider will utilize its best judgment when determining if an account should be a write-off. Accounts determined to be a write-off will be returned to the City along with an explanation of Service Provider's reason/rationale for the write-off determination.

**Record Keeping:**

Service Provider will keep timely and accurate records of all activities including, but not limited to, receipt of patient billing files, processing of patient billing files, submission of claims, payment processing and any issues that may occur in the interim.

**Reporting:**

Service Provider will provide City with a detailed report at least monthly. Such reports will be provided no later than the fifth (5<sup>th</sup>) day following the end of the previous month. The reports will include, at a minimum, the following information:

1. All transport information received by Service Provider, including date of receipt;
2. All transactions returned to the City or pending due to insufficient information received from the City;
3. All transport information billed, including date of billing and whom billed;
4. Aged accounts receivable sorted by category (Medicare, Medicaid, Private insurance, and private pay). This report should show receivables at 30, 60, 90, 120 days...
5. Report should show the last day of activity on each account and where next dollar payment is expected from;
6. Detailed report of payments received, date received, method of payment, balance owed (if any) and date payment was transmitted to the City;
7. Report of all refunds processed;
8. Report of any accounts recommended for collections;

Service Provider shall also provide a quarterly analysis regarding billing, any issues which may have arisen during the quarter, and ways the City can improve its billing methods.

**Training:**

Service Provider to provide training to City staff, at least annually, on documentation and methods for maximizing revenue and complying with all applicable laws and regulations.

**ATTACHMENT A-2  
SCOPE OF WORK  
COLLECTION SERVICES**

**Receipt of Collection from City:**

Service Provider will be provided with accounts from City at least monthly. Upon receipt, Service Provider shall acknowledge the transmission. Within ten (10) calendar days of receipt of the account, Service Provider shall inform City if any additional information is needed in order to proceed with the collection process.

**Collections:**

Service Provider is to provide collection services on all viable accounts referred by City. Collection services shall be initiated as promptly as possible after referral and should include, but not be limited to, recovery score modeling, skiptracing, telephone campaigns, collection letters, credit bureau reporting, PFD garnishments and/or litigation.

**Payment Processing:**

Service Provider will process all payments received from insurers and patients in a timely manner.

**Customer Service/ Support:**

Service Provider will provide customer service access to City customers regarding their past due accounts. Customers will be provided at least three (3) different payment methods, including the ability to arrange installment payments, when deemed appropriate by Service Provider. Service Provider will maintain a toll-free number that can be used by City customers as well as an online portal.

**Submission of Monies to City:**

Service Provider will submit all monies collected on behalf of City at least monthly to the account designated by City at Wells Fargo Bank, N.A. Submission of monies will be accompanied by a statement detailing where and who the monies were obtained from (see reporting requirements). Contingency fees will not be withheld from the deposit to City but will instead be billed separately to City.

**Record Keeping:**

Service Provider will keep timely and accurate records of all activities including, but not limited to, collection files, collection attempts, collection results (or lack thereof), payments recovered and any issues that may arise.

**Reporting:**

Service Provider will provide City with a detailed report at least monthly. Such reports will be provided no later than the fifth (5<sup>th</sup>) day following the end of the previous month. The reports will include, at a minimum, the following information:

1. A summary of all collections files received from the City by Service Provider the previous month;
2. A summary of all collection files currently held by Service Provider for the City;
3. All transactions returned to the City or pending due to insufficient information received from the City;
4. A summary of progress or action on each collection file belonging to the City;
5. Aged accounts receivable at 30, 60, 90, 120 days...
6. Report showing the last day of activity on each account and where next dollar payment is expected from;
7. Detailed report of payments received, date received, method of payment, balance owed (if any) and date payment was transmitted to the City;
8. Report of any refunds processed;
9. Report of any accounts recommended for write-off and reason for recommendation;

Service Provider shall provide City with updated addresses for customers at least once per quarter.

**Training:**

Service Provider to provide training to City staff, at least annually, on documentation and methods for maximizing revenue and complying with all applicable laws and regulations.

## City of Bethel Action Memorandum

Action memorandum No.	18-41		
Date action introduced:	May 8, 2018	Introduced by:	Council Member Springer
Date action taken:		Approved	Denied
Confirmed by:			

Confirming the Council's \$5,000 financial allocation in the FY 2019 Budget for 4<sup>th</sup> of July stage performance payment.

Route to:	Department/Individual:	Initials:	Remarks:
	City Manager		

<b>Amount of fiscal impact:</b>	\$5,000 in the next fiscal year budget
---------------------------------	--

The City Council recognizes the 4th of July Celebration is important to the community. Although the City does not have the resources to organize the entire event, the City Council confirms their contribution of \$5,000 in the Fiscal Year 2019 budget specifically to pay for the production of on-stage performances.

Direct Administration to draft and release a Request for Bid to hire an individual or company to produce a five-hour show for the 4<sup>th</sup> of July celebration at a fixed cost. The Request for Bid would require the contractor to ensure all the stage needs are met for the celebration to include but not be limited to audio equipment, master of ceremonies and the performers to fill the five-hour timeline. The performers would be identified in the Bid submission with the associate rate and timeframe for each performance. The paid performers and the producer of the show would be required to complete a liability waver and agreement in advance of the Celebration.

**CITY OF BETHEL ACTION MEMORANDUM**

Action Memorandum No.	18-42		
Date Action Introduced:	May 22, 2018	Introduced By:	C. Manager Williams
Date Action Taken:	May 22, 2018	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed By:			

Authorize the City Manager to negotiate and execute a contract with Capital Industries, Inc., for the purchase of fifteen (15) dumpsters with lids.

Route To:	Department/Individual	Initials	Remarks
<input checked="" type="checkbox"/>	Purchasing Agent	JW	
<input checked="" type="checkbox"/>	City Manager	PW	
<input checked="" type="checkbox"/>	City Attorney	<i>CB</i>	Procurement complied w/BMC
<input type="checkbox"/>	Affected Dept. Director		
<input type="checkbox"/>	Procurement Facilitator		

Attachment(s): copy of RFB; contract

Amount of Fiscal Impact		Account Information
	No fiscal impact	
\$30,000	Funds are Budgeted for	
	Funds are not budged for Budget modification required	

On April 10, 2018 a Request for Bids was released seeking the largest number of dumpsters w/lids as possible for the total purchase price of \$30,000. The purchase had to include delivery to Bethel.

The bid was open until May 10. During the bid opening, there were no addenda and no protests.

On May 10, 2 responses were received. The winner, Capital Industries, could provide 15 dumpsters, with lids, at the purchase price. The other bidder could only provide 8.

**Purchase-Sale Agreement  
For  
Six-Yard Steel Dumpsters**

This Purchase Agreement (this “Agreement”) is entered into this \_\_\_\_\_ day of May 2018 by and between the City of Bethel, a municipal corporation (hereinafter “Buyer”) and CAPITAL INDUSTRIES, INC. (hereinafter “Seller”). Buyer and Seller may be referred to in this Agreement individually as a “Party” and/or collectively as the “Parties.”

The Parties agree as follows:

- 1. Sale of Dumpsters.** Seller agrees to sell and Buyer agrees to purchase the proper described below (the “Property”)

Fifteen (15) Six-Yard Steel Dumpsters with Lids

- 2. Purchase Price.** Buyer will pay Seller for the Property and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of Thirty Thousand Dollars (\$30,000) (the “Purchase Price”)
- 3. Method of Payment.** Seller shall submit an itemized invoice to Buyer upon delivery of the Property to Bethel. Payment will be processed by promptly by Buyer upon receipt of invoice and in no event will payment be issued more than thirty (30) calendar days from receipt of invoice (provided dumpsters have been delivered to Buyer).

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

Public Works Director  
City of Bethel Public Works  
PO Box 1388  
Bethel, AK 99559 -1388

City Manager  
City of Bethel Administration  
PO Box 1388  
Bethel, AK 99559-1388

Except as provided in this Purchase-Sale Agreement, the Buyer shall not provide any additional compensation, payment, service or other thing of value to Seller in connection with performance of this Agreement. The parties understand and agree that, except as otherwise provided in this Agreement, all costs, whether indirect or direct, incurred by Seller have been built into the Purchase Price.

- 4. Taxes.** Seller shall be responsible for payment of all federal, state and local taxes incurred as a result of this Purchase-Sale Agreement.
- 5. Delivery.** Buyer is entitled to take possession of the Property upon arrival in Bethel, Alaska via barge service. Buyer shall not be responsible for taking delivery of property that has been delivered in a damaged condition.
- 6. Insurance.** Seller shall provide proof of insurance (per a Certificate of Insurance) that Seller has and maintains, Commercial General Liability Insurance in the minimums set forth below:

*Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.*  
\$1,000,000.00 Combined Single Limit of Liability per Occurrence  
\$2,000,000.00 Annual General Aggregate Limit of Liability  
\$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of  
Liability

- 7. Seller's Representations.** Seller represents and warrants that he/she has good and marketable title to the Property and full authority to sell the Property. Seller also represents that the Property is sold free and clear of all liens, indebtedness, or liabilities.
- 8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.
- 9. Modification.** The Parties may mutually agree to modify the terms of this Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- 10. Disputes.** In an effort to resolve any conflicts that arise between the Parties under this Agreement, the Buyer and Seller agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to nonbinding mediation.
- 11. 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.
- 12. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.
- 13. Headings.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
- 14. Entire Agreement.** This Agreement shall be the exclusive agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement.
- 15. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**16. Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

CAPITAL INDUSTRIES, INC.  
SELLER

CITY OF BETHEL  
BUYER

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By: Bryan Taylor  
Executive Vice President

---

By: Peter A. Williams  
City Manager

## City of Bethel Information Memorandum

Information Memo No.	18-07		
Date introduced:	May 22, 2018	Introduced by:	Peter Williams, City Manager
Amended actions:			
Confirmed by:			

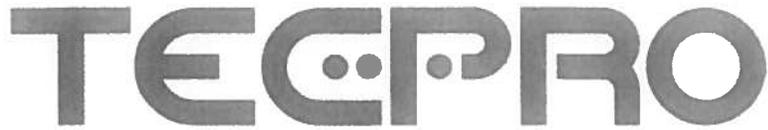
**Title:** Public Works Department initiates the purchase and installation of a “dollar bill machine,” formally known as a dollar bill validator, from TecPro for water sales at the Bethel Heights Pumphouse.

**Attachment(s):** Proposal from TecPro to Integrate Dollar Bill Validator to Pay Water Point at Bethel Heights Water Treatment Plant.

Department/Individual:	Initials:	Remarks:
Administration	<i>AW</i>	<i>Approved</i>
Finance	<i>JS</i>	<i>JS</i>
Public Works	<i>[Signature]</i>	
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
\$4,000.00	Funds in FY 2018 City Budget.	51-83-592
\$884.28		51-83-669
	Funds not in City Budget.	

### Summary Statement

The Public Works Department arranged to have TecPro, the City’s electrical services contractor, purchase and install a dollar bill validator outside the Bethel Heights Water Treatment Plant. The attached proposal from TecPro is in the amount of \$4,884.28.



Info@tecpro.com  
816 Whitney Rd  
Anchorage, Alaska 99501  
Voice: 907.348.1800  
Fax: 855.348.1830

Bringing Technology to Life...

# PROPOSAL

A Technical Proposal For:

**The City of Bethel Alaska**

**Integrate Dollar Bill Validator to Pay Water Point  
At Bethel Heights Water Treatment Plant**

Prepared By:  
**Wesley Saunders**  
**Tec Pro Ltd**

907-250-2755

wes@tecpro.com

For:  
**Bill Arnold**  
**City of Bethel**  
300 State Highway  
PO Box 388  
Bethel, AK 99559-0388

907-545-0111

warnold@cityofbethel.net

## Proposal Summary

**Bill,**

**We are pleased to provide this proposal to add to or replace the coin operated pay water point with a dollar bill validator at the Bethel Heights WTP.**

**Tec Pro will provide:**

- **Provide control interface to integrate a new dollar bill validator**
- **An additional metal exterior enclosure, securely mounted to building for new dollar bill validator**
- **All necessary wiring and ancilliary parts for a fully operational system**
- **Full testing of system**

**Not included in price is the travel or lodging burden as several projects could be executed together allowing for sharing of these expences. Ground transportation (vehicle) to be provided by the city.**

**Average trip cost with travel time included is \$ 1,365.00 per technician**

**Average daily for room and board is \$ 400.00 per technician**

**Lot Pricing:**

**Total For Proposed Solution: \$ 4,884.28**

**Please contact us with any questions you may have. This proposal valid for 30 days.**

**Please sign below for acceptance of this proposal, prices and associated work. Once signed please e-mail or fax back to us at the contact info shown above.**

**Authorized signature:** Peter Williams

**Printed Name:** Peter Williams **Date:** 5/3/18

## City of Bethel Information Memorandum

Information Memo No.	18-08		
Date introduced:	May 22, 2018	Introduced by:	Peter Williams, City Manager
Amended actions:			
Confirmed by:			

**Title:** Financial Reports for Nine-Month Period Ending March 31, 2018.

**Attachment(s):** (1) Financial Report for Nine-Month Period Ending March 31, 2018, and (2) Expenditures with Comparison to Budget Report for Nine-Month Period Ending March 31, 2018.

Department/Individual:	Initials:	Remarks:
Administration	<i>[Handwritten initials]</i>	
Finance	<i>[Handwritten initials]</i>	
Amount of fiscal impact:	Account information:	
None	No fiscal impact at this time.	
	Funds in City Budget.	
	Funds not in City Budget.	

### Summary Statement

The attached financial report for the nine months ending March 31, 2018 was prepared and distributed to Bethel City Council members for their review. This Information Memorandum documents the dissemination of this report to Bethel City Council members, as required by the Alaska Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs, in their administration of the Best Practices protocol.

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

CITY OF BETHEL  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER</u>					
51-42-410 TRUCKED WATER	1,845,745.93	1,845,745.93	2,497,704.00	651,958.07	73.9
51-42-412 METERED PIPED WATER COMM.	288,958.85	288,958.85	464,397.00	175,438.15	62.2
51-42-414 UNMETERED PIPED WTR RESID	540,434.27	540,434.27	827,502.00	287,067.73	65.3
51-42-416 CONTRACT WATER	8,717.00	8,717.00	7,800.00	( 917.00)	111.8
51-42-436 PUMPHOUSE WATER	10,231.75	10,231.75	10,500.00	268.25	97.5
<b>TOTAL WATER</b>	<b>2,694,087.80</b>	<b>2,694,087.80</b>	<b>3,807,903.00</b>	<b>1,113,815.20</b>	<b>70.8</b>
<u>SEWER</u>					
51-43-411 TRUCKED SEWER (EVAC/HB)	1,025,947.46	1,025,947.46	1,540,427.00	514,479.54	66.6
51-43-412 METERED PIPED SEWER COMM.	520,057.54	520,057.54	812,104.00	292,046.46	64.0
51-43-414 UNMETERED PIPED SEWER RES	159,997.96	159,997.96	248,251.00	88,253.04	64.5
51-43-416 CONTRACT SEWER	16,552.23	16,552.23	25,000.00	8,447.77	66.2
<b>TOTAL SEWER</b>	<b>1,722,555.19</b>	<b>1,722,555.19</b>	<b>2,625,782.00</b>	<b>903,226.81</b>	<b>65.6</b>
<u>MISCELLANEOUS</u>					
51-45-434 UTILITY PENALTY/INTEREST	30,847.90	30,847.90	22,000.00	( 8,847.90)	140.2
51-45-435 RECONNECT FEES	1,680.00	1,680.00	7,500.00	5,820.00	22.4
51-45-450 SENIOR DISCOUNT	( 29,767.56)	( 29,767.56)	( 38,000.00)	( 8,232.44)	( 78.3)
51-45-467 NSF CHECKS AND FEES	.00	.00	300.00	300.00	.0
51-45-468 UTILITY INSPECTION FEES	1,321.16	1,321.16	1,500.00	178.84	88.1
51-45-471 WATER SUBSCRIPTION FEES	.00	.00	165,500.00	165,500.00	.0
51-45-472 SEWER SUBSCRIPTION FEES	.00	.00	176,958.00	176,958.00	.0
51-45-487 INVESTMENT INCOME	.04	.04	.00	( .04)	.0
<b>TOTAL MISCELLANEOUS</b>	<b>4,081.54</b>	<b>4,081.54</b>	<b>335,758.00</b>	<b>331,676.46</b>	<b>1.2</b>
<u>MISCELLANEOUS</u>					
51-49-466 CASH OVER/SHORT	24.12	24.12	.00	( 24.12)	.0
51-49-487 INVESTMENT INCOME	.00	.00	5,254.00	5,254.00	.0
51-49-495 MISCELLANEOUS INCOME	1,428.56	1,428.56	.00	( 1,428.56)	.0
<b>TOTAL MISCELLANEOUS</b>	<b>1,452.68</b>	<b>1,452.68</b>	<b>5,254.00</b>	<b>3,801.32</b>	<b>27.7</b>
<b>TOTAL FUND REVENUE</b>	<b>4,422,177.21</b>	<b>4,422,177.21</b>	<b>6,774,697.00</b>	<b>2,352,519.79</b>	<b>65.3</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
51-80-501 SALARIES	43,564.54	43,564.54	81,458.00	37,893.46	53.5
51-80-502 OVERTIME	658.61	658.61	2,000.00	1,341.39	32.9
51-80-508 LEAVE CASHOUT	.00	.00	4,108.00	4,108.00	.0
51-80-511 MEDICARE FICA	649.39	649.39	1,220.00	570.61	53.2
51-80-512 GROUP HEALTH INSURANCE	23,204.39	23,204.39	45,360.00	22,155.61	51.2
51-80-515 UNEMPLOYMENT	.00	.00	1,585.00	1,585.00	.0
51-80-516 WORKERS' COMPENSATION	498.00	498.00	1,018.00	520.00	48.9
51-80-518 PERS	9,527.51	9,527.51	18,515.00	8,987.49	51.5
51-80-519 UTILITY BENEFIT	751.15	751.15	7,980.00	7,228.85	9.4
51-80-545 TRAINING/TRAVEL	.00	.00	3,500.00	3,500.00	.0
51-80-561 SUPPLIES	759.00	759.00	6,000.00	5,241.00	12.7
51-80-649 ONLINE BILL PAY	1,810.40	1,810.40	3,000.00	1,189.60	60.4
51-80-721 INSURANCE	376.00	376.00	1,000.00	624.00	37.6
51-80-727 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
51-80-733 POSTAGE	2,500.00	2,500.00	6,000.00	3,500.00	41.7
51-80-736 BANK CHARGES	26,260.13	26,260.13	36,500.00	10,239.87	72.0
51-80-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
51-80-996 ADMIN OVERHEAD-IT SVCS	9,755.16	9,755.16	16,566.00	6,810.84	58.9
51-80-998 ADMINISTRATIVE OVERHEAD-GF	15,953.00	15,953.00	29,287.00	13,334.00	54.5
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL UTILITY BILLING	136,267.28	136,267.28	266,597.00	130,329.72	51.1

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED WATER</u>					
51-81-501 SALARIES	250,798.61	250,798.61	366,344.00	115,545.39	68.5
51-81-502 OVERTIME	81,092.42	81,092.42	120,000.00	38,907.58	67.6
51-81-508 LEAVE CASHOUT	.00	.00	20,495.00	20,495.00	.0
51-81-511 MEDICARE	4,945.21	4,945.21	7,052.00	2,106.79	70.1
51-81-512 EMPLOYEE GROUP BENEFITS	124,190.30	124,190.30	224,856.00	100,665.70	55.2
51-81-515 UNEMPLOYMENT	5,662.30	5,662.30	7,925.00	2,262.70	71.5
51-81-516 WORKERS' COMPENSATION	13,624.00	13,624.00	14,359.00	735.00	94.9
51-81-518 PERS	70,208.74	70,208.74	106,996.00	36,787.26	65.6
51-81-519 UTILITY BENEFIT	22,335.62	22,335.62	39,558.00	17,222.38	56.5
51-81-545 TRAINING/TRAVEL	1,803.51	1,803.51	4,000.00	2,196.49	45.1
51-81-561 SUPPLIES	6,184.13	6,184.13	9,525.00	3,340.87	64.9
51-81-563 WEARING APPAREL	730.40	730.40	8,000.00	7,269.60	9.1
51-81-600 TIRES	25,045.36	25,045.36	25,045.36	.00	100.0
51-81-601 VEHICLE MT. (PARTS & TOOLS)	20.00	20.00	5,000.00	4,980.00	.4
51-81-602 GASOLINE/DIESEL/OIL	65,360.18	65,360.18	110,000.00	44,639.82	59.4
51-81-621 ELECTRICITY	4,503.80	4,503.80	10,000.00	5,496.20	45.0
51-81-622 TELEPHONE	178.27	178.27	600.00	421.73	29.7
51-81-623 HEATING FUEL	11,440.62	11,440.62	26,507.67	15,067.05	43.2
51-81-626 WATER/SEWER/GARBAGE	5,514.44	5,514.44	8,200.00	2,685.56	67.3
51-81-650 LAB TESTS	600.00	600.00	2,000.00	1,400.00	30.0
51-81-661 VEHICLE MAINT/REPAIR	189,551.40	189,551.40	303,823.64	114,272.24	62.4
51-81-669 OTHER PURCHASED SERVICES	3,492.33	3,492.33	3,492.33	.00	100.0
51-81-683 MINOR EQUIPMENT	868.13	868.13	2,000.00	1,131.87	43.4
51-81-721 INSURANCE	36,400.56	36,400.56	21,000.00	( 15,400.56)	173.3
51-81-722 INSURANCE-DED EXP & OTHER	( 14,200.00)	( 14,200.00)	10,000.00	24,200.00	(142.0)
51-81-738 BAD DEBT EXPENSE	.00	.00	9,000.00	9,000.00	.0
51-81-799 MISCELLANEOUS	545.55	545.55	1,000.00	454.45	54.6
51-81-996 ADMIN OVERHEAD-IT SVCS	8,894.40	8,894.40	15,359.00	6,464.60	57.9
51-81-998 ADMINISTRATIVE OVERHEAD-GF	114,631.00	114,631.00	162,827.00	48,196.00	70.4
<b>TOTAL HAULED WATER</b>	<b>1,034,421.28</b>	<b>1,034,421.28</b>	<b>1,644,965.00</b>	<b>610,543.72</b>	<b>62.9</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED WATER</u>					
51-82-501 SALARIES	75,598.57	75,598.57	133,030.00	57,431.43	56.8
51-82-502 OVERTIME	21,564.36	21,564.36	45,000.00	23,435.64	47.9
51-82-508 LEAVE CASHOUT	2,867.89	2,867.89	6,819.00	3,951.11	42.1
51-82-511 MEDICARE	1,473.87	1,473.87	2,581.00	1,107.13	57.1
51-82-512 EMPLOYEE GROUP BENEFITS	40,470.18	40,470.18	55,728.00	15,257.82	72.6
51-82-515 UNEMPLOYMENT	.00	.00	3,970.00	3,970.00	.0
51-82-516 WORKERS' COMPENSATION	.00	.00	5,256.00	5,256.00	.0
51-82-518 PERS	21,090.81	21,090.81	39,167.00	18,076.19	53.9
51-82-519 UTILITY BENEFIT	3,851.32	3,851.32	9,804.00	5,952.68	39.3
51-82-545 TRAINING/TRAVEL	.00	.00	2,500.00	2,500.00	.0
51-82-561 SUPPLIES	3,428.40	3,428.40	4,525.00	1,096.60	75.8
51-82-563 WEARING APPAREL	664.45	664.45	2,000.00	1,335.55	33.2
51-82-592 PLUMBING SUPPLIES	1,709.44	1,709.44	5,000.00	3,290.56	34.2
51-82-601 VEHICLE MT. (PARTS & TOOLS)	232.78	232.78	.00	( 232.78)	.0
51-82-602 GASOLINE/DIESEL/OIL	5,585.31	5,585.31	20,000.00	14,414.69	27.9
51-82-621 ELECTRICITY-UTIL MT SHOP	2,890.87	2,890.87	7,500.00	4,609.13	38.5
51-82-622 TELEPHONE	870.73	870.73	2,750.00	1,879.27	31.7
51-82-623 HEATING FUEL	14,477.66	14,477.66	20,000.00	5,522.34	72.4
51-82-626 WATER/SEWER/GARB	332.00	332.00	600.00	268.00	55.3
51-82-627 STAFF CELLULAR PHONES	182.62	182.62	.00	( 182.62)	.0
51-82-649 ENGINEERING SERVICES	.00	.00	3,000.00	3,000.00	.0
51-82-661 VEHICLE MAINT/REPAIR	2,105.61	2,105.61	3,037.00	931.39	69.3
51-82-669 OTHER PURCHASED SERVICES	35.00	35.00	2,500.00	2,465.00	1.4
51-82-683 MINOR EQUIPMENT	1,350.15	1,350.15	3,000.00	1,649.85	45.0
51-82-721 INSURANCE	2,688.00	2,688.00	5,400.00	2,712.00	49.8
51-82-722 INSURANCE-DED EXP & OTHER	.00	.00	5,000.00	5,000.00	.0
51-82-727 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
51-82-738 BAD DEBT EXPENSE	.00	.00	5,000.00	5,000.00	.0
51-82-998 ADMINISTRATIVE OVERHEAD-GF	33,679.00	33,679.00	54,065.00	20,386.00	62.3
TOTAL PIPED WATER	237,149.02	237,149.02	448,232.00	211,082.98	52.9

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BETHEL HTS WTR TREATMENT</u>					
51-83-501 SALARIES	70,894.90	70,894.90	94,389.00	23,494.10	75.1
51-83-502 OVERTIME	23,081.67	23,081.67	31,000.00	7,918.33	74.5
51-83-508 LEAVE CASHOUT	.00	.00	11,239.00	11,239.00	.0
51-83-511 MEDICARE	334.48	334.48	1,818.00	1,483.52	18.4
51-83-512 EMPLOYEE GROUP BENEFITS	14,982.29	14,982.29	44,064.00	29,081.71	34.0
51-83-515 UNEMPLOYMENT	.00	.00	2,014.00	2,014.00	.0
51-83-516 WORKERS' COMPENSATION	.00	.00	3,668.00	3,668.00	.0
51-83-518 PERS	20,015.42	20,015.42	27,585.00	7,569.58	72.6
51-83-519 UTILITY BENEFIT	7,456.70	7,456.70	7,752.00	295.30	96.2
51-83-545 TRAINING/TRAVEL	.00	.00	1,500.00	1,500.00	.0
51-83-561 SUPPLIES	48,587.81	48,587.81	50,000.00	1,412.19	97.2
51-83-563 WEARING APPAREL	.00	.00	800.00	800.00	.0
51-83-592 PLUMBING SUPPLIES	.00	.00	4,000.00	4,000.00	.0
51-83-602 GASOLINE/DIESEL/OIL	111.07	111.07	.00	( 111.07)	.0
51-83-621 ELECTRICITY (PUMPHOUSE)	53,091.33	53,091.33	70,000.00	16,908.67	75.8
51-83-622 TELEPHONE	378.13	378.13	1,600.00	1,221.87	23.6
51-83-623 HEATING FUEL (PUMPHOUSE)	76,961.95	76,961.95	130,000.00	53,038.05	59.2
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	5,570.43	5,570.43	5,000.00	( 570.43)	111.4
51-83-661 VEHICLE MAINT/REPAIR	1,460.60	1,460.60	3,037.00	1,576.40	48.1
51-83-669 OTHER PURCHASED SERVICES	8,651.52	8,651.52	10,000.00	1,348.48	86.5
51-83-683 MINOR EQUIPMENT	4,605.87	4,605.87	5,000.00	394.13	92.1
51-83-721 INSURANCE	8,800.00	8,800.00	10,380.00	1,580.00	84.8
51-83-727 ADVERTISING	17.75	17.75	500.00	482.25	3.6
51-83-996 ADMIN OVERHEAD-IT SVCS	9,181.31	9,181.31	15,822.00	6,640.69	58.0
51-83-998 ADMINISTRATIVE OVERHEAD-GF	27,200.00	27,200.00	40,103.00	12,903.00	67.8
<b>TOTAL BETHEL HTS WTR TREATMENT</b>	<b>381,383.23</b>	<b>381,383.23</b>	<b>573,271.00</b>	<b>191,887.77</b>	<b>66.5</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY SUB WTR TREATMENT</u>					
51-84-501 SALARIES	70,226.23	70,226.23	96,735.00	26,508.77	72.6
51-84-502 OVERTIME	18,799.80	18,799.80	29,000.00	10,200.20	64.8
51-84-508 LEAVE CASHOUT	.00	.00	5,257.00	5,257.00	.0
51-84-511 MEDICARE	1,314.62	1,314.62	18,232.00	16,917.38	7.2
51-84-512 EMPLOYEE GROUP BENEFITS	36,469.43	36,469.43	44,064.00	7,594.57	82.8
51-84-515 UNEMPLOYMENT	.00	.00	2,014.00	2,014.00	.0
51-84-516 WORKERS' COMPENSATION	.00	.00	3,712.00	3,712.00	.0
51-84-518 PERS	18,605.93	18,605.93	27,662.00	9,056.07	67.3
51-84-519 UTILITY BENEFIT	2,711.47	2,711.47	7,752.00	5,040.53	35.0
51-84-545 TRAINING/TRAVEL	1,000.00	1,000.00	3,000.00	2,000.00	33.3
51-84-561 SUPPLIES	48,825.18	48,825.18	45,000.00	( 3,825.18)	108.5
51-84-563 WEARING APPAREL	.00	.00	800.00	800.00	.0
51-84-592 PLUMBING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
51-84-602 GASOLINE/DIESEL/OIL	579.46	579.46	600.00	20.54	96.6
51-84-621 ELECTRICITY (CS WTF)	28,483.93	28,483.93	50,000.00	21,516.07	57.0
51-84-622 TELEPHONE	23.03	23.03	1,800.00	1,776.97	1.3
51-84-623 HEATING FUEL(CS WTF)	58,303.22	58,303.22	80,000.00	21,696.78	72.9
51-84-649 ENGINEERING SERVICES	.00	.00	1,500.00	1,500.00	.0
51-84-650 LAB TESTS	5,610.44	5,610.44	7,500.00	1,889.56	74.8
51-84-661 VEHICLE MAINT (ISF)	1,467.37	1,467.37	3,037.00	1,569.63	48.3
51-84-669 OTHER PURCHASED SERVICES	( 1,182.99)	( 1,182.99)	15,000.00	16,182.99	( 7.9)
51-84-683 MINOR EQUIPMENT	763.86	763.86	5,000.00	4,236.14	15.3
51-84-721 INSURANCE	5,488.00	5,488.00	5,700.00	212.00	96.3
51-84-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-84-996 ADMIN OVERHEAD-IT SVCS	10,042.06	10,042.06	17,181.00	7,138.94	58.5
51-84-998 ADMINISTRATIVE OVERHEAD-GF	29,786.00	29,786.00	42,058.00	12,272.00	70.8
TOTAL CITY SUB WTR TREATMENT	337,317.04	337,317.04	515,104.00	177,786.96	65.5

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED SEWER</u>					
51-85-501 SALARIES	263,949.88	263,949.88	403,733.00	139,783.12	65.4
51-85-502 OVERTIME	50,594.15	50,594.15	85,000.00	34,405.85	59.5
51-85-508 LEAVE CASHOUT	4,779.81	4,779.81	24,164.00	19,384.19	19.8
51-85-511 MEDICARE	4,648.04	4,648.04	7,957.00	3,308.96	58.4
51-85-512 EMPLOYEE GROUP BENEFITS	142,358.67	142,358.67	250,776.00	108,417.33	56.8
51-85-515 UNEMPLOYMENT	11,044.47	11,044.47	10,150.00	( 894.47)	108.8
51-85-516 WORKERS' COMPENSATION	13,512.00	13,512.00	16,201.00	2,689.00	83.4
51-85-518 PERS	67,754.35	67,754.35	120,721.00	52,966.65	56.1
51-85-519 UTILITY BENEFIT	11,198.61	11,198.61	44,118.00	32,919.39	25.4
51-85-561 SUPPLIES	5,274.76	5,274.76	5,525.00	250.24	95.5
51-85-563 WEARING APPAREL	2,893.75	2,893.75	10,000.00	7,106.25	28.9
51-85-600 TIRES & WHEELS	12,000.00	12,000.00	12,000.00	.00	100.0
51-85-601 VEHICLE MT. (PARTS & TOOLS)	93.50	93.50	4,200.00	4,106.50	2.2
51-85-602 GASOLINE/DIESEL/OIL	55,390.97	55,390.97	110,000.00	54,609.03	50.4
51-85-621 ELECTRICITY	4,503.80	4,503.80	8,000.00	3,496.20	56.3
51-85-622 TELEPHONE	.00	.00	350.00	350.00	.0
51-85-623 HEATING FUEL	10,154.04	10,154.04	30,000.00	19,845.96	33.9
51-85-626 WATER/SEWER/GARBAGE	5,514.44	5,514.44	6,500.00	985.56	84.8
51-85-661 VEHICLE MAINT/REPAIR	225,769.73	225,769.73	313,869.00	88,099.27	71.9
51-85-669 OTHER PURCHASED SERVICES	( 3,491.00)	( 3,491.00)	.00	3,491.00	.0
51-85-683 MINOR EQUIPMENT	482.10	482.10	2,000.00	1,517.90	24.1
51-85-721 INSURANCE	29,584.87	29,584.87	17,000.00	( 12,584.87)	174.0
51-85-722 INSURANCE-DED EXP & OTHER	339.43	339.43	10,000.00	9,660.57	3.4
51-85-738 BAD DEBT EXPENSE	.00	.00	12,000.00	12,000.00	.0
51-85-799 MISCELLANEOUS	35.00	35.00	1,000.00	965.00	3.5
51-85-996 ADMIN OVERHEAD-IT SVCS	286.92	286.92	615.00	328.08	46.7
51-85-998 ADMINISTRATIVE OVERHEAD-GF	111,998.00	111,998.00	183,502.00	71,504.00	61.0
<b>TOTAL HAULED SEWER</b>	<b>1,030,670.29</b>	<b>1,030,670.29</b>	<b>1,689,381.00</b>	<b>658,710.71</b>	<b>61.0</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED SEWER</u>					
51-86-501 SALARIES	72,067.67	72,067.67	143,080.00	71,012.33	50.4
51-86-502 OVERTIME	21,583.71	21,583.71	35,000.00	13,416.29	61.7
51-86-508 LEAVE CASHOUT	2,867.88	2,867.88	6,819.00	3,951.12	42.1
51-86-511 MEDICARE	1,422.95	1,422.95	2,582.00	1,159.05	55.1
51-86-512 EMPLOYEE GROUP BENEFITS	39,236.06	39,236.06	57,024.00	17,787.94	68.8
51-86-515 UNEMPLOYMENT	.00	.00	3,971.00	3,971.00	.0
51-86-516 WORKERS' COMPENSATION	.00	.00	5,258.00	5,258.00	.0
51-86-518 PERS	20,318.27	20,318.27	39,178.00	18,859.73	51.9
51-86-519 UTILITY BENEFITS	7,317.42	7,317.42	9,478.00	2,160.58	77.2
51-86-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-86-561 SUPPLIES	2,714.61	2,714.61	5,525.00	2,810.39	49.1
51-86-563 WEARING APPAREL	2,136.90	2,136.90	2,500.00	363.10	85.5
51-86-592 PLUMBING SUPPLIES	.00	.00	4,000.00	4,000.00	.0
51-86-602 GASOLINE/DIESEL/OIL	2,696.32	2,696.32	25,000.00	22,303.68	10.8
51-86-621 ELECTRICITY-LIFTST & BLDG	57,684.28	57,684.28	75,000.00	17,315.72	76.9
51-86-622 TELEPHONE	.00	.00	2,000.00	2,000.00	.0
51-86-623 HEATING FUEL	14,962.35	14,962.35	35,000.00	20,037.65	42.8
51-86-626 WATER/SEWER/GARB	332.03	332.03	600.00	267.97	55.3
51-86-661 VEHICLE MAINT/REPAIR	1,825.92	1,825.92	3,037.00	1,211.08	60.1
51-86-669 OTHER PURCHASED SERVICES	2,135.98	2,135.98	20,000.00	17,864.02	10.7
51-86-683 MINOR EQUIPMENT	44,515.98	44,515.98	125,000.00	80,484.02	35.6
51-86-721 INSURANCE	2,656.00	2,656.00	4,500.00	1,844.00	59.0
51-86-722 INSURANCE-DED EXP & OTHER	.00	.00	5,000.00	5,000.00	.0
51-86-736 LEASED PROPERTY-LIFT STATIONS	14,408.30	14,408.30	10,000.00	( 4,408.30)	144.1
51-86-996 ADMIN OVERHEAD-IT SVCS	286.92	286.92	615.00	328.08	46.7
51-86-998 ADMINISTRATIVE OVERHEAD-GF	33,128.00	33,128.00	54,251.00	21,123.00	61.1
TOTAL PIPED SEWER	344,297.55	344,297.55	676,418.00	332,120.45	50.9

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER LAGOON</u>					
51-87-501 SALARIES	19,241.35	19,241.35	54,327.00	35,085.65	35.4
51-87-502 OVERTIME	4,822.46	4,822.46	9,000.00	4,177.54	53.6
51-87-508 LEAVE CASHOUT	637.31	637.31	1,616.00	978.69	39.4
51-87-511 MEDICARE	363.74	363.74	918.00	554.26	39.6
51-87-512 EMPLOYEE GROUP BENEFITS	10,008.85	10,008.85	18,144.00	8,135.15	55.2
51-87-515 UNEMPLOYMENT	.00	.00	1,412.00	1,412.00	.0
51-87-516 WORKERS' COMPENSATION	.00	.00	1,870.00	1,870.00	.0
51-87-518 PERS	5,230.60	5,230.60	13,932.00	8,701.40	37.5
51-87-519 UTILITY BENEFIT	778.23	778.23	3,016.00	2,237.77	25.8
51-87-545 TRAINING/TRAVEL	1,500.00	1,500.00	1,500.00	.00	100.0
51-87-561 SUPPLIES	1,091.60	1,091.60	1,000.00	( 91.60)	109.2
51-87-563 WEARING APPAREL	( 45.80)	( 45.80)	1,200.00	1,245.80	( 3.8)
51-87-592 PLUMBING SUPPLIES	.00	.00	2,500.00	2,500.00	.0
51-87-602 GASOLINE	6,334.21	6,334.21	15,000.00	8,665.79	42.2
51-87-650 LAB TESTS (SAMPLES)	.00	.00	12,000.00	12,000.00	.0
51-87-669 OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
51-87-683 MINOR EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
51-87-721 INSURANCE	176.00	176.00	800.00	624.00	22.0
51-87-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-87-998 ADMINISTRATIVE OVERHEAD-GF	8,309.00	8,309.00	18,700.00	10,391.00	44.4
TOTAL SEWER LAGOON	58,447.55	58,447.55	160,435.00	101,987.45	36.4
TOTAL FUND EXPENDITURES	3,559,953.24	3,559,953.24	5,974,403.00	2,414,449.76	59.6
NET REVENUE OVER EXPENDITURES	862,223.97	862,223.97	800,294.00	( 61,929.97)	107.7

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-51-501 SALARIES	248,270.56	248,270.56	381,072.00	132,801.44	65.2
10-51-508 LEAVE CASHOUT	5,377.05	5,377.05	.00	( 5,377.05)	.0
10-51-510 SOCIAL SECURITY EXPENSE	198.40	198.40	434.00	235.60	45.7
10-51-511 MEDICARE FICA	3,710.78	3,710.78	4,801.00	1,090.22	77.3
10-51-512 EMPLOYEE GROUP BENEFITS	69,560.62	69,560.62	77,760.00	8,199.38	89.5
10-51-515 UNEMPLOYMENT	.00	.00	2,819.00	2,819.00	.0
10-51-516 WORKERS' COMPENSATION	648.00	648.00	1,252.00	604.00	51.8
10-51-518 PERS	53,126.85	53,126.85	69,756.00	16,629.15	76.2
10-51-519 UTILITY BENEFIT	3,839.19	3,839.19	13,680.00	9,840.81	28.1
10-51-545 TRAINING/TRAVEL	6,395.42	6,395.42	10,000.00	3,604.58	64.0
10-51-561 SUPPLIES	1,705.68	1,705.68	6,700.00	4,994.32	25.5
10-51-602 GASOLINE / DIESEL / OIL	330.67	330.67	2,000.00	1,669.33	16.5
10-51-621 ELECTRICITY	11,926.34	11,926.34	12,000.00	73.66	99.4
10-51-622 TELEPHONE	12,623.77	12,623.77	20,000.00	7,376.23	63.1
10-51-623 HEATING FUEL	18,751.74	18,751.74	22,000.00	3,248.26	85.2
10-51-626 WATER/SEWER/GARB/	8,656.15	8,656.15	11,500.00	2,843.85	75.3
10-51-627 STAFF CELLULAR PHONES	493.25	493.25	772.00	278.75	63.9
10-51-642 LEGAL FEES	135.00	135.00	2,000.00	1,865.00	6.8
10-51-646 DRUG TESTING/BCKGRND CKS	6,475.25	6,475.25	9,500.00	3,024.75	68.2
10-51-649 LOBBYIST	19,999.98	19,999.98	20,000.00	.02	100.0
10-51-661 VEHICLE MAINT/REPAIR	1,765.94	1,765.94	1,519.00	( 246.94)	116.3
10-51-663 JANITORIAL	10,662.50	10,662.50	11,400.00	737.50	93.5
10-51-669 OTHER PURCHASED SERVICES	6,698.16	6,698.16	6,500.00	( 198.16)	103.1
10-51-683 MINOR EQUIPMENT	2,468.50	2,468.50	2,000.00	( 468.50)	123.4
10-51-721 INSURANCE	7,579.00	7,579.00	9,852.00	2,273.00	76.9
10-51-724 DUES/SUBSCRIPTIONS	200.00	200.00	1,200.00	1,000.00	16.7
10-51-727 ADVERTISING	256.36	256.36	1,000.00	743.64	25.6
10-51-732 EQUIPMENT RENTAL	978.60	978.60	2,000.00	1,021.40	48.9
10-51-733 POSTAGE	2,782.71	2,782.71	10,000.00	7,217.29	27.8
10-51-790 ALLOWANCE SPECIAL EVENTS	4,247.85	4,247.85	10,000.00	5,752.15	42.5
10-51-799 MISCELLANEOUS EXPENSES	221.47	221.47	1,000.00	778.53	22.2
10-51-875 INDIRECT COST RECOVERY	( 212,107.00)	( 212,107.00)	( 282,544.00)	( 70,437.00)	( 75.1)
10-51-996 ADMIN OVERHEAD-IT SVCS	23,267.17	23,267.17	35,197.00	11,929.83	66.1
<b>TOTAL ADMINISTRATION</b>	<b>321,245.96</b>	<b>321,245.96</b>	<b>477,170.00</b>	<b>155,924.04</b>	<b>67.3</b>
<u>CITY CLERKS OFFICE</u>					
10-52-501 SALARIES	81,667.40	81,667.40	112,243.00	30,575.60	72.8
10-52-502 OVERTIME	320.58	320.58	500.00	179.42	64.1
10-52-510 SOCIAL SECURITY EXPENSE	112.63	112.63	.00	( 112.63)	.0
10-52-511 MEDICARE	1,228.89	1,228.89	1,635.00	406.11	75.2
10-52-512 EMPLOYEE GROUP BENEFITS	19,180.98	19,180.98	25,920.00	6,739.02	74.0
10-52-515 UNEMPLOYMENT	468.00	468.00	1,270.00	802.00	36.9
10-52-516 WORKERS' COMPENSATION	432.00	432.00	427.00	( 5.00)	101.2
10-52-518 P.E.R.S.	17,637.79	17,637.79	24,804.00	7,166.21	71.1
10-52-519 UTILITY BENEFIT	4,107.60	4,107.60	4,560.00	452.40	90.1
10-52-541 TRAVEL/TRAINING-COUNCIL	8,254.83	8,254.83	19,000.00	10,745.17	43.5
10-52-545 TRAINING/TRAVEL-CLERK	4,271.51	4,271.51	4,500.00	228.49	94.9
10-52-561 SUPPLIES-CLERK	1,165.74	1,165.74	2,000.00	834.26	58.3
10-52-562 SUPPLIES-COUNCIL	110.21	110.21	500.00	389.79	22.0

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-52-622 TELEPHONE	72.56	72.56	275.00	202.44	26.4
10-52-627 STAFF CELLULAR PHONES	373.16	373.16	772.00	398.84	48.3
10-52-642 LEGAL FEES	7,880.00	7,880.00	7,900.00	20.00	99.8
10-52-669 OTHER PURCHASE SERVICES	7,520.29	7,520.29	13,100.00	5,579.71	57.4
10-52-682 ELECTION EXPENSES	14,277.98	14,277.98	14,450.00	172.02	98.8
10-52-683 MINOR EQUIPMENT	.00	.00	500.00	500.00	.0
10-52-684 DONATIONS & AWARDS	451.76	451.76	500.00	48.24	90.4
10-52-721 INSURANCE	1,378.00	1,378.00	1,530.00	152.00	90.1
10-52-724 DUES/SUBSCRIPTIONS	310.00	310.00	6,700.00	6,390.00	4.6
10-52-790 ALLOWANCE FOR SPECIAL EVENTS	152.60	152.60	450.00	297.40	33.9
10-52-875 INDRIECT COST RECOVERY	( 89,556.00)	( 89,556.00)	( 131,509.00)	( 41,953.00)	( 68.1)
10-52-996 ADMIN OVERHEAD-IT SVCS	12,926.20	12,926.20	19,483.00	6,556.80	66.4
<b>TOTAL CITY CLERKS OFFICE</b>	<b>94,744.71</b>	<b>94,744.71</b>	<b>131,510.00</b>	<b>36,765.29</b>	<b>72.0</b>

FINANCE

10-53-501 SALARIES	232,735.33	232,735.33	397,696.00	164,960.67	58.5
10-53-502 OVERTIME	3,581.91	3,581.91	2,000.00	( 1,581.91)	179.1
10-53-508 LEAVE CASHOUT	.00	.00	11,110.00	11,110.00	.0
10-53-510 SOCIAL SECURITY EXPENSE	211.12	211.12	.00	( 211.12)	.0
10-53-511 MEDICARE FICA	3,440.42	3,440.42	7,167.00	3,726.58	48.0
10-53-512 EMPLOYEE GROUP BENEFITS	51,709.21	51,709.21	162,000.00	110,290.79	31.9
10-53-515 UNEMPLOYMENT	9,611.92	9,611.92	6,760.00	( 2,851.92)	142.2
10-53-516 WORKERS' COMPENSATION	1,071.00	1,071.00	1,870.00	799.00	57.3
10-53-518 PERS	48,514.28	48,514.28	108,745.00	60,230.72	44.6
10-53-519 UTILITY BENEFIT	10,703.72	10,703.72	28,500.00	17,796.28	37.6
10-53-520 RELOCATION EXPENSES	7,224.89	7,224.89	12,000.00	4,775.11	60.2
10-53-545 TRAINING/TRAVEL	19,919.45	19,919.45	29,200.00	9,280.55	68.2
10-53-561 SUPPLIES	6,221.61	6,221.61	8,000.00	1,778.39	77.8
10-53-602 GASOLINE	518.57	518.57	500.00	( 18.57)	103.7
10-53-622 TELEPHONE	23.76	23.76	.00	( 23.76)	.0
10-53-627 STAFF CELLULAR PHONES	373.15	373.15	772.00	398.85	48.3
10-53-641 AUDITING EXPENSE	20,054.25	20,054.25	65,400.00	45,345.75	30.7
10-53-648 ADMIN-OUTSOURCED SERVICES	10,286.00	10,286.00	10,343.00	57.00	99.5
10-53-649 OTHER PROFESSIONAL SVS	94,690.48	94,690.48	70,000.00	( 24,690.48)	135.3
10-53-661 VEHICLE MAINT/REPAIRS	1,047.56	1,047.56	1,519.00	471.44	69.0
10-53-668 HARDWARE/SOFTWARE SUP/669	21,488.50	21,488.50	25,848.00	4,359.50	83.1
10-53-683 MINOR EQUIPMENT	890.94	890.94	1,500.00	609.06	59.4
10-53-721 INSURANCE	2,827.00	2,827.00	5,300.00	2,473.00	53.3
10-53-723 CITY ACCT CLEANUP ADJUSTMENTS	4,624.26	4,624.26	8,605.00	3,980.74	53.7
10-53-724 DUES/SUBSCRIPTIONS	186.86	186.86	1,500.00	1,313.14	12.5
10-53-727 ADVERTISING	230.37	230.37	400.00	169.63	57.6
10-53-736 BANK CHARGES	33,253.36	33,253.36	35,343.00	2,089.64	94.1
10-53-875 INDIRECT COST RECOVERY	( 309,843.00)	( 309,843.00)	( 543,142.00)	( 233,299.00)	( 57.1)
10-53-996 ADMIN OVERHEAD-IT SVCS	22,620.88	22,620.88	34,206.00	11,585.12	66.1
<b>TOTAL FINANCE</b>	<b>298,217.80</b>	<b>298,217.80</b>	<b>493,142.00</b>	<b>194,924.20</b>	<b>60.5</b>

PLANNING

10-54-501 SALARIES	100,120.82	100,120.82	131,535.00	31,414.18	76.1
10-54-502 OVERTIME	107.02	107.02	.00	( 107.02)	.0

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-54-508 LEAVE CASHOUT	.00	.00	2,473.00	2,473.00	.0
10-54-511 MEDICARE FICA	1,459.17	1,459.17	1,907.00	447.83	76.5
10-54-512 EMPLOYEE GROUP BENEFITS	38,461.22	38,461.22	51,840.00	13,378.78	74.2
10-54-515 UNEMPLOYMENT	.00	.00	1,831.00	1,831.00	.0
10-54-516 WORKERS' COMPENSATION	432.00	432.00	498.00	66.00	86.8
10-54-518 PERS	19,539.25	19,539.25	28,938.00	9,398.75	67.5
10-54-519 UTILITY BENEFIT	2,307.45	2,307.45	9,120.00	6,812.55	25.3
10-54-545 TRAINING/TRAVEL	2,586.01	2,586.01	8,420.00	5,833.99	30.7
10-54-561 SUPPLIES	3,387.26	3,387.26	3,900.00	512.74	86.9
10-54-601 VEHICLE PARTS	263.11	263.11	.00	( 263.11)	.0
10-54-602 GASOLINE	393.40	393.40	1,800.00	1,406.60	21.9
10-54-621 ELECTRICITY	920.84	920.84	1,811.00	890.16	50.9
10-54-622 TELEPHONE	52.00	52.00	1,700.00	1,648.00	3.1
10-54-623 HEATING FUEL	3,318.84	3,318.84	8,000.00	4,681.16	41.5
10-54-626 WATER/SEWER/GARBAGE	946.02	946.02	1,000.00	53.98	94.6
10-54-627 STAFF CELLULAR PHONES	512.15	512.15	772.00	259.85	66.3
10-54-648 CODE ENFORCEMENT ACTIVITIES	.00	.00	1,500.00	1,500.00	.0
10-54-649 OTHER PROFESSIONAL FEES	29,147.44	29,147.44	60,000.00	30,852.56	48.6
10-54-661 VEHICLE MAINT/REPAIRS	2,287.49	2,287.49	1,519.00	( 768.49)	150.6
10-54-669 PROFESSIONAL SERVICES	4,040.00	4,040.00	3,060.00	( 980.00)	132.0
10-54-683 MINOR EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
10-54-721 INSURANCE	1,395.00	1,395.00	1,500.00	105.00	93.0
10-54-727 ADVERTISING	1,343.90	1,343.90	1,000.00	( 343.90)	134.4
10-54-996 ADMIN OVERHEAD-IT SVCS	11,956.75	11,956.75	18,253.00	6,296.25	65.5
<b>TOTAL PLANNING</b>	<b>224,977.14</b>	<b>224,977.14</b>	<b>343,377.00</b>	<b>118,399.86</b>	<b>65.5</b>

TECHNOLOGY DEPARTMENTS

10-55-501 SALARIES	62,973.22	62,973.22	86,174.00	23,200.78	73.1
10-55-511 MEDICARE FICA	959.80	959.80	1,250.00	290.20	76.8
10-55-512 EMPLOYEE GROUP BENEFITS	9,312.09	9,312.09	25,920.00	16,607.91	35.9
10-55-515 UNEMPLOYMENT	.00	.00	888.00	888.00	.0
10-55-516 WORKERS' COMPENSATION	216.00	216.00	326.00	110.00	66.3
10-55-518 PERS	13,854.04	13,854.04	18,958.00	5,103.96	73.1
10-55-519 UTILITY BENEFIT	4,107.60	4,107.60	4,560.00	452.40	90.1
10-55-561 SUPPLIES	1,144.86	1,144.86	4,500.00	3,355.14	25.4
10-55-602 GASOLINE	775.01	775.01	2,000.00	1,224.99	38.8
10-55-622 TELEPHONE	.00	.00	600.00	600.00	.0
10-55-627 STAFF CELLULAR PHONES	3,358.07	3,358.07	5,299.00	1,940.93	63.4
10-55-649 OTHER PROFESSIONAL SERVICES	107,973.26	107,973.26	85,000.00	( 22,973.26)	127.0
10-55-661 VEHICLE MAINT/REPAIRS	901.20	901.20	1,519.00	617.80	59.3
10-55-667 CONNECTIVITY SERVICES	163,911.21	163,911.21	245,000.00	81,088.79	66.9
10-55-668 SOFTWARE/SUPPORT	19,874.87	19,874.87	50,000.00	30,125.13	39.8
10-55-669 ADMIN OVERHEAD-IT SVCS	( 555.00)	( 555.00)	.00	555.00	.0
10-55-683 MINOR EQUIPMENT	5,370.84	5,370.84	10,000.00	4,629.16	53.7
10-55-690 CAPITAL EXPENDITURES	25,334.17	25,334.17	45,000.00	19,665.83	56.3
10-55-721 INSURANCE	1,089.00	1,089.00	.00	( 1,089.00)	.0
10-55-724 DUES & SUBSCRIPTION	( 461.00)	( 461.00)	.00	461.00	.0
10-55-732 EQUIPMENT RENTAL	49,195.30	49,195.30	120,000.00	70,804.70	41.0
10-55-799 MISCELLANEOUS EXPENSES	516.45	516.45	1,000.00	483.55	51.7
10-55-875 INDIRECT COST RECOVERY	( 323,155.31)	( 323,155.31)	( 490,432.00)	( 167,276.69)	( 65.9)
10-55-996 ADMIN OVERHEAD-IT SVCS	38,132.33	38,132.33	57,863.00	19,730.67	65.9

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL TECHNOLOGY DEPARTMENTS	184,828.01	184,828.01	275,425.00	90,596.99	67.1
<u>CITY ATTORNEY'S OFFICE</u>					
10-56-501 SALARIES	93,524.12	93,524.12	128,000.00	34,475.88	73.1
10-56-508 LEAVE CASHOUT	.00	.00	6,400.00	6,400.00	.0
10-56-511 MEDICARE	1,361.44	1,361.44	1,856.00	494.56	73.4
10-56-512 EMPLOYEE GROUP BENEFITS	18,390.58	18,390.58	25,920.00	7,529.42	71.0
10-56-515 UNEMPLOYMENT	.00	.00	888.00	888.00	.0
10-56-516 WORKERS' COMPENSATION	216.00	216.00	484.00	268.00	44.6
10-56-518 PERS	20,575.35	20,575.35	28,160.00	7,584.65	73.1
10-56-519 UTILITY BENEFIT	1,379.52	1,379.52	4,560.00	3,180.48	30.3
10-56-545 TRAINING/TRAVEL	3,127.15	3,127.15	6,500.00	3,372.85	48.1
10-56-561 SUPPLIES	1,074.75	1,074.75	800.00	( 274.75)	134.3
10-56-627 STAFF CELLULAR PHONES	373.16	373.16	772.00	398.84	48.3
10-56-642 LEGAL FEES	17,921.10	17,921.10	20,000.00	2,078.90	89.6
10-56-669 OTHER PURCHASED SERVICES	6,782.92	6,782.92	7,000.00	217.08	96.9
10-56-683 MINOR EQUIPMENT	2,500.55	2,500.55	.00	( 2,500.55)	.0
10-56-721 INSURANCE	873.00	873.00	700.00	( 173.00)	124.7
10-56-724 DUES AND SUBSCRIPTIONS	1,500.00	1,500.00	1,500.00	.00	100.0
10-56-799 MISCELLANEOUS EXPENSE	550.00	550.00	500.00	( 50.00)	110.0
10-56-875 INDIRECT COST RECOVERY	( 35,289.00)	( 35,289.00)	( 50,003.00)	( 14,714.00)	( 70.6)
10-56-996 ADMIN OVERHEAD-IT SVCS	10,664.12	10,664.12	15,974.00	5,309.88	66.8
TOTAL CITY ATTORNEY'S OFFICE	145,524.76	145,524.76	200,011.00	54,486.24	72.8
<u>FIRE DEPARTMENT</u>					
10-60-501 SALARIES	360,620.95	360,620.95	517,228.00	156,607.05	69.7
10-60-502 FLSA OVERTIME	31,258.29	31,258.29	45,000.00	13,741.71	69.5
10-60-506 CALL BACK OVERTIME	25,982.19	25,982.19	37,000.00	11,017.81	70.2
10-60-508 LEAVE CASHOUT	.00	.00	19,251.00	19,251.00	.0
10-60-510 SOCIAL SECURITY EXPENSE	943.00	943.00	1,769.00	826.00	53.3
10-60-511 MEDICARE FICA	6,400.77	6,400.77	8,689.00	2,288.23	73.7
10-60-512 EMPLOYEE GROUP BENEFITS	123,026.97	123,026.97	207,360.00	84,333.03	59.3
10-60-515 UNEMPLOYMENT	.00	.00	7,100.00	7,100.00	.0
10-60-516 WORKERS' COMPENSATION	15,624.00	15,624.00	34,033.00	18,409.00	45.9
10-60-518 PERS	86,402.81	86,402.81	131,830.00	45,427.19	65.5
10-60-519 UTILITY BENEFIT	25,135.07	25,135.07	36,480.00	11,344.93	68.9
10-60-545 TRAINING/TRAVEL	3,075.09	3,075.09	10,750.00	7,674.91	28.6
10-60-561 SUPPLIES	17,740.69	17,740.69	22,500.00	4,759.31	78.9
10-60-563 WEARING APPAREL	5,215.97	5,215.97	8,266.00	3,050.03	63.1
10-60-567 FIRE PREVENTION PROGRAM	3,841.85	3,841.85	5,200.00	1,358.15	73.9
10-60-600 VEHICLE MT. (PARTS & TOOLS)	364.65	364.65	3,200.00	2,835.35	11.4
10-60-601 VEHICLE MT. (PARTS & TOOLS)	11,140.10	11,140.10	19,250.00	8,109.90	57.9
10-60-602 GASOLINE/DIESEL/OIL	8,647.23	8,647.23	12,000.00	3,352.77	72.1
10-60-621 ELECTRICITY	11,773.21	11,773.21	12,355.00	581.79	95.3
10-60-622 TELEPHONE	3,448.70	3,448.70	6,000.00	2,551.30	57.5
10-60-623 HEATING FUEL	14,546.95	14,546.95	25,000.00	10,453.05	58.2
10-60-626 WATER/SEWER/GARBAGE	6,976.32	6,976.32	6,875.00	( 101.32)	101.5
10-60-627 STAFF CELLULAR PHONES	1,338.79	1,338.79	3,088.00	1,749.21	43.4
10-60-647 COLLECTION/SMALL CLAIMS	13,000.00	13,000.00	31,200.00	18,200.00	41.7
10-60-660 VEHICLE MAINT SERVICES	1,947.55	1,947.55	16,440.00	14,492.45	11.9

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-60-661 VEHICLE MAINT/REPAIRS	5,887.51	5,887.51	10,125.00	4,237.49	58.2
10-60-662 PROPERTY MAINT	8,681.15	8,681.15	19,600.00	10,918.85	44.3
10-60-669 OTHER PURCHASED SERVICES	16,405.08	16,405.08	22,500.00	6,094.92	72.9
10-60-683 MINOR EQUIPMENT	1,508.42	1,508.42	5,800.00	4,291.58	26.0
10-60-699 XFER TO F-58 FLEET REPLACEMENT	.00	.00	289,834.00	289,834.00	.0
10-60-721 INSURANCE	38,464.22	38,464.22	16,290.00	( 22,174.22)	236.1
10-60-724 DUES/SUBSCRIPTIONS	( 2,578.00)	( 2,578.00)	2,965.00	5,543.00	( 87.0)
10-60-727 ADVERTISING	609.86	609.86	1,500.00	890.14	40.7
10-60-799 MISCELLANEOUS EXPENSES	179.64	179.64	1,000.00	820.36	18.0
10-60-996 ADMIN OVERHEAD-IT SVCS	14,865.14	14,865.14	22,374.00	7,508.86	66.4
<b>TOTAL FIRE DEPARTMENT</b>	<b>862,474.17</b>	<b>862,474.17</b>	<b>1,619,852.00</b>	<b>757,377.83</b>	<b>53.2</b>

POLICE

10-61-501 SALARIES	886,613.84	886,613.84	1,267,447.00	380,833.16	70.0
10-61-502 OVERTIME	151,975.95	151,975.95	194,309.00	42,333.05	78.2
10-61-508 LEAVE CASHOUT	5,558.70	5,558.70	25,000.00	19,441.30	22.2
10-61-510 SOCIAL SECURITY EXPENSE	262.14	262.14	.00	( 262.14)	.0
10-61-511 MEDICARE	15,680.78	15,680.78	21,195.00	5,514.22	74.0
10-61-512 GROUP HEALTH INSURANCE	315,538.97	315,538.97	518,400.00	202,861.03	60.9
10-61-515 UNEMPLOYMENT	.00	.00	17,751.00	17,751.00	.0
10-61-516 WORKERS' COMPENSATION	25,029.00	25,029.00	45,452.00	20,423.00	55.1
10-61-518 PERS	203,676.68	203,676.68	321,586.00	117,909.32	63.3
10-61-519 UTILITY BENEFIT	38,875.09	38,875.09	91,200.00	52,324.91	42.6
10-61-520 RELOCATION COSTS	2,374.63	2,374.63	7,000.00	4,625.37	33.9
10-61-530 TEMP POLICE OFF RELATED COSTS	48.39	48.39	.00	( 48.39)	.0
10-61-545 TRAINING/TRAVEL	27,283.30	27,283.30	35,000.00	7,716.70	78.0
10-61-561 SUPPLIES	12,561.82	12,561.82	25,500.00	12,938.18	49.3
10-61-563 EMPLOYEE WEARING APPAREL	10,993.74	10,993.74	21,250.00	10,256.26	51.7
10-61-602 GASOLINE/DIESEL/OIL	24,890.77	24,890.77	27,000.00	2,109.23	92.2
10-61-621 ELECTRICITY	28,862.62	28,862.62	30,000.00	1,137.38	96.2
10-61-622 TELEPHONE	14,004.27	14,004.27	20,500.00	6,495.73	68.3
10-61-623 HEATING FUEL	19,247.02	19,247.02	17,000.00	( 2,247.02)	113.2
10-61-626 WATER/SEWER/GARBAGE	6,192.60	6,192.60	10,000.00	3,807.40	61.9
10-61-627 STAFF CELLULAR PHONES	3,471.12	3,471.12	6,175.00	2,703.88	56.2
10-61-649 OTHER PROFESSIONAL FEES	115.82	115.82	.00	( 115.82)	.0
10-61-660 VEHICLE MAINT SERVICES	236.61	236.61	5,000.00	4,763.39	4.7
10-61-661 VEHICLE MAINT/REPAIR	12,374.27	12,374.27	20,250.00	7,875.73	61.1
10-61-668 SART EXAMS	4,657.43	4,657.43	7,500.00	2,842.57	62.1
10-61-669 OTHER PURCHASED SERVICES	23,054.67	23,054.67	25,000.00	1,945.33	92.2
10-61-683 MINOR EQUIPMENT	12,749.68	12,749.68	33,500.00	20,750.32	38.1
10-61-721 INSURANCE	94,362.41	94,362.41	122,000.00	27,637.59	77.4
10-61-722 INSURANCE-DED EXP & OTHER	10.00	10.00	20,000.00	19,990.00	.1
10-61-996 ADMIN OVERHEAD-IT SVCS	43,625.79	43,625.79	66,280.00	22,654.21	65.8
<b>TOTAL POLICE</b>	<b>1,984,328.11</b>	<b>1,984,328.11</b>	<b>3,001,295.00</b>	<b>1,016,966.89</b>	<b>66.1</b>

PUBLIC WORKS-ADMIN

10-65-501 SALARIES	50,907.68	50,907.68	64,609.00	13,701.32	78.8
10-65-502 OVERTIME	1,648.58	1,648.58	3,000.00	1,351.42	55.0
10-65-508 LEAVE CASHOUT	.00	.00	2,413.00	2,413.00	.0

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-65-511 MEDICARE FICA	777.53	777.53	980.00	202.47	79.3
10-65-512 EMPLOYEE GROUP BENEFITS	5,190.73	5,190.73	29,808.00	24,617.27	17.4
10-65-515 UNEMPLOYMENT	4,420.97	4,420.97	1,021.00	( 3,399.97)	433.0
10-65-516 WORKERS' COMPENSATION	432.00	432.00	256.00	( 176.00)	168.8
10-65-518 PERS	11,318.73	11,318.73	14,874.00	3,555.27	76.1
10-65-519 UTILITY BENEFIT	1,340.65	1,340.65	5,244.00	3,903.35	25.6
10-65-545 TRAINING/TRAVEL	4,383.70	4,383.70	5,000.00	616.30	87.7
10-65-561 SUPPLIES	438.98	438.98	2,500.00	2,061.02	17.6
10-65-602 GASOLINE/DIESEL/OIL	85.63	85.63	6,500.00	6,414.37	1.3
10-65-621 ELECTRICITY	( 1,902.75)	( 1,902.75)	1,810.00	3,712.75	(105.1)
10-65-622 TELEPHONE	120.21	120.21	3,750.00	3,629.79	3.2
10-65-623 HEATING FUEL	2,818.17	2,818.17	8,000.00	5,181.83	35.2
10-65-626 WATER/SEWER/GARBAGE	946.30	946.30	1,233.00	286.70	76.8
10-65-627 STAFF CELLULAR PHONES	340.96	340.96	3,088.00	2,747.04	11.0
10-65-649 OTHER PROFESSIONAL FEES	87.98	87.98	.00	( 87.98)	.0
10-65-661 VEHICLE MAINT/REPAIRS	1,622.92	1,622.92	3,037.00	1,414.08	53.4
10-65-669 OTHER PURCHASED SERVICES	34.86	34.86	.00	( 34.86)	.0
10-65-721 INSURANCE	1,125.00	1,125.00	4,860.00	3,735.00	23.2
10-65-724 DUES/SUBSCRIPTIONS	383.98	383.98	500.00	116.02	76.8
10-65-799 MISCELLANEOUS EXPENSES	375.00	375.00	500.00	125.00	75.0
10-65-996 ADMIN OVERHEAD-IT SVCS	11,956.75	11,956.75	18,253.00	6,296.25	65.5
<b>TOTAL PUBLIC WORKS-ADMIN</b>	<b>98,854.56</b>	<b>98,854.56</b>	<b>181,236.00</b>	<b>82,381.44</b>	<b>54.5</b>
 <b>PW-STREETS &amp; ROADS</b>					
10-66-501 SALARIES	270,585.61	270,585.61	363,756.00	93,170.39	74.4
10-66-502 OVERTIME	13,724.60	13,724.60	20,000.00	6,275.40	68.6
10-66-508 LEAVE CASHOUT	.00	.00	18,915.00	18,915.00	.0
10-66-511 MEDICARE FICA	4,293.29	4,293.29	5,564.00	1,270.71	77.2
10-66-512 EMPLOYEE GROUP BENEFITS	103,859.87	103,859.87	137,376.00	33,516.13	75.6
10-66-515 UNEMPLOYMENT	.00	.00	4,745.00	4,745.00	.0
10-66-516 WORKERS' COMPENSATION	8,667.00	8,667.00	16,181.00	7,514.00	53.6
10-66-518 PERS	59,625.23	59,625.23	84,426.00	24,800.77	70.6
10-66-519 UTILITY BENEFIT	15,080.22	15,080.22	24,168.00	9,087.78	62.4
10-66-545 TRAINING/TRAVEL	100.00	100.00	1,000.00	900.00	10.0
10-66-561 SUPPLIES	1,351.66	1,351.66	1,000.00	( 351.66)	135.2
10-66-562 SIGNS	.00	.00	2,800.00	2,800.00	.0
10-66-563 WEARING APPAREL	321.70	321.70	1,500.00	1,178.30	21.5
10-66-567 CALCIUM CHLORIDE	49,243.68	49,243.68	50,000.00	756.32	98.5
10-66-576 SALT	49,497.04	49,497.04	50,000.00	502.96	99.0
10-66-600 TIRES & WHEELS	5,788.02	5,788.02	18,000.00	12,211.98	32.2
10-66-601 VEHICLE MT. (PARTS & TOOLS)	.00	.00	500.00	500.00	.0
10-66-602 GASOLINE/DIESEL/OIL	49,180.17	49,180.17	60,000.00	10,819.83	82.0
10-66-620 ELECTRICITY (STREET LTS)	38,644.80	38,644.80	50,000.00	11,355.20	77.3
10-66-621 ELECTRICITY	2,337.50	2,337.50	2,500.00	162.50	93.5
10-66-622 TELEPHONE	26.00	26.00	650.00	624.00	4.0
10-66-623 HEATING FUEL	10,157.11	10,157.11	10,000.00	( 157.11)	101.6
10-66-626 WATER/SEWER/GARBAGE	2,601.67	2,601.67	4,500.00	1,898.33	57.8
10-66-627 STAFF CELLULAR PHONES	782.72	782.72	1,544.00	761.28	50.7
10-66-647 STREET LIGHT MT & POLE RENTAL	18,067.14	18,067.14	19,000.00	932.86	95.1
10-66-661 VEHICLE MAINT/REPAIR	143,756.22	143,756.22	151,872.00	8,115.78	94.7
10-66-669 OTHER PURCHASED SERVICES	1,480.00	1,480.00	1,500.00	20.00	98.7
10-66-683 MINOR EQUIPMENT	1,462.68	1,462.68	3,000.00	1,537.32	48.8

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-66-690 CAPITAL EXPENDITURES	27,000.00	27,000.00	90,692.00	63,692.00	29.8
10-66-721 INSURANCE	15,552.00	15,552.00	19,400.00	3,848.00	80.2
10-66-727 ADVERTISING	69.72	69.72	200.00	130.28	34.9
10-66-771 GRAVEL (WAS #578)	144,247.80	144,247.80	194,000.00	49,752.20	74.4
10-66-772 CULVERTS 18"	14,762.61	14,762.61	18,000.00	3,237.39	82.0
10-66-773 RIDGECREST DRIVE	194,000.00	194,000.00	254,000.00	60,000.00	76.4
10-66-799 MISCELLANEOUS EXPENSES	15.00	15.00	500.00	485.00	3.0
10-66-996 ADMIN OVERHEAD-IT SVCS	10,664.12	10,664.12	15,974.00	5,309.88	66.8
<b>TOTAL PW-STREETS &amp; ROADS</b>	<b>1,256,945.18</b>	<b>1,256,945.18</b>	<b>1,697,263.00</b>	<b>440,317.82</b>	<b>74.1</b>
<b>PROPERTY MAINTENANCE</b>					
10-70-501 SALARIES	182,967.58	182,967.58	327,040.00	144,072.42	56.0
10-70-502 OVERTIME	29,571.07	29,571.07	20,000.00	( 9,571.07)	147.9
10-70-508 LEAVE CASHOUT	.00	.00	14,792.00	14,792.00	.0
10-70-510 SOCIAL SECURITY EXPENSE	291.40	291.40	1,596.00	1,304.60	18.3
10-70-511 MEDICARE FICA	3,179.00	3,179.00	5,032.00	1,853.00	63.2
10-70-512 EMPLOYEE GROUP BENEFITS	82,743.63	82,743.63	130,896.00	48,152.37	63.2
10-70-515 UNEMPLOYMENT	.00	.00	4,480.00	4,480.00	.0
10-70-516 WORKERS' COMPENSATION	10,899.00	10,899.00	15,690.00	4,791.00	69.5
10-70-518 PERS	41,882.03	41,882.03	70,685.00	28,802.97	59.3
10-70-519 UTILITY BENEFIT	13,614.26	13,614.26	23,028.00	9,413.74	59.1
10-70-545 TRAINING/TRAVEL	.00	.00	3,000.00	3,000.00	.0
10-70-561 SUPPLIES	2,348.09	2,348.09	1,000.00	( 1,348.09)	234.8
10-70-562 MATERIALS	964.35	964.35	1,000.00	35.65	96.4
10-70-563 WEARING APPAREL	5,015.40	5,015.40	2,000.00	( 3,015.40)	250.8
10-70-566 CLEANUP GREENUP SUPPLIES	.00	.00	600.00	600.00	.0
10-70-580 BOILER EXPENSE	10,992.82	10,992.82	15,000.00	4,007.18	73.3
10-70-590 GLYCOL SUPPLIES	.00	.00	6,000.00	6,000.00	.0
10-70-591 CARPENTRY EXPENSE	4,574.78	4,574.78	10,000.00	5,425.22	45.8
10-70-592 PLUMBING SUPPLIES	1,908.51	1,908.51	8,000.00	6,091.49	23.9
10-70-593 ELECTRICAL SUPPLIES	5,599.43	5,599.43	27,500.00	21,900.57	20.4
10-70-594 PAINT SUPPLIES	189.85	189.85	2,500.00	2,310.15	7.6
10-70-595 BOARDWALK REPAIR SUPPLIES	.00	.00	3,000.00	3,000.00	.0
10-70-601 VEHICLE MT. (PARTS & TOOLS)	90.07	90.07	.00	( 90.07)	.0
10-70-602 GASOLINE/DIESEL/OIL	5,595.96	5,595.96	12,000.00	6,404.04	46.6
10-70-621 ELECTRICITY	11,289.03	11,289.03	12,000.00	710.97	94.1
10-70-622 TELEPHONE	16.06	16.06	.00	( 16.06)	.0
10-70-623 HEATING FUEL	25,961.08	25,961.08	40,000.00	14,038.92	64.9
10-70-626 WATER/SEWER/GARBAGE	11,847.86	11,847.86	17,400.00	5,552.14	68.1
10-70-627 STAFF CELLULAR PHONES	713.78	713.78	772.00	58.22	92.5
10-70-661 VEHICLE MAINT/REPAIR	3,600.10	3,600.10	6,075.00	2,474.90	59.3
10-70-662 WIND TURBINE CONTRACT	.00	.00	5,300.00	5,300.00	.0
10-70-668 PARKS MAINTENANCE	391.30	391.30	17,500.00	17,108.70	2.2
10-70-669 OTHER PURCHASED SERVICES	20,623.86	20,623.86	45,000.00	24,376.14	45.8
10-70-683 MINOR EQUIPMENT	2,860.44	2,860.44	5,000.00	2,139.56	57.2
10-70-721 INSURANCE	5,436.00	5,436.00	8,550.00	3,114.00	63.6
10-70-776 4TH OF JULY	.00	.00	2,000.00	2,000.00	.0
10-70-996 ADMIN OVERHEAD-IT SVCS	21,651.43	21,651.43	32,869.00	11,217.57	65.9
<b>TOTAL PROPERTY MAINTENANCE</b>	<b>506,818.17</b>	<b>506,818.17</b>	<b>897,305.00</b>	<b>390,486.83</b>	<b>56.5</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY SERVICE</u>					
10-72-745 LIBRARY CONTRIBUTION	94,800.00	94,800.00	67,600.00	( 27,200.00)	140.2
10-72-760 COMMUNITY ACTION GRANT	.00	.00	36,556.00	36,556.00	.0
10-72-798 UAF 4-H CONTRIBUTION	56,000.00	56,000.00	112,000.00	56,000.00	50.0
TOTAL COMMUNITY SERVICE	150,800.00	150,800.00	216,156.00	65,356.00	69.8
<u>IN KIND MATCH &amp; TRANSFERS</u>					
10-73-550 CASH XFER POOL F40- SALES TAX	379,630.00	379,630.00	562,999.00	183,369.00	67.4
10-73-551 CASH XFER POOL F40- ALCO TAX	24,214.00	24,214.00	25,396.00	1,182.00	95.4
10-73-622 CASH XFER- FUND	.00	.00	80,580.00	80,580.00	.0
TOTAL IN KIND MATCH & TRANSFERS	403,844.00	403,844.00	668,975.00	265,131.00	60.4
TOTAL FUND EXPENDITURES	6,533,602.57	6,533,602.57	10,202,717.00	3,669,114.43	64.0

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CSP PROGRAM</u>					
27-50-501 SALARIES	88,861.35	88,861.35	145,790.00	56,928.65	61.0
27-50-502 OVERTIME	6,715.28	6,715.28	7,000.00	284.72	95.9
27-50-508 LEAVE CASHOUT	.00	.00	6,924.00	6,924.00	.0
27-50-511 MEDICARE FICA	1,387.85	1,387.85	2,215.00	827.15	62.7
27-50-512 EMPLOYEE GROUP BENEFITS	20,542.93	20,542.93	77,760.00	57,217.07	26.4
27-50-515 UNEMPLOYMENT	.00	.00	2,663.00	2,663.00	.0
27-50-516 WORKMEN'S COMP	2,943.00	2,943.00	4,751.00	1,808.00	61.9
27-50-518 PERS	21,026.85	21,026.85	33,614.00	12,587.15	62.6
27-50-519 UTILITY BENEFIT	109.34	109.34	13,680.00	13,570.66	.8
27-50-563 WEARING APPAREL	574.38	574.38	813.00	238.62	70.7
27-50-570 IN-KIND EXPENSES	( 8,077.00)	( 8,077.00)	.00	8,077.00	.0
27-50-602 GASOLINE / DIESEL / OIL	1,535.38	1,535.38	9,000.00	7,464.62	17.1
27-50-646 CSP-DHSS FY 2018	.00	.00	323,081.00	323,081.00	.0
27-50-649 PROFESSIONAL SERVICES	108.34	108.34	7,500.00	7,391.66	1.4
27-50-683 MINOR EQUIPMENT	4,333.21	4,333.21	6,000.00	1,666.79	72.2
27-50-721 INSURANCE	1,323.00	1,323.00	9,412.00	8,089.00	14.1
TOTAL CSP PROGRAM	141,383.91	141,383.91	650,203.00	508,819.09	21.7
TOTAL FUND EXPENDITURES	141,383.91	141,383.91	650,203.00	508,819.09	21.7
NET REVENUE OVER EXPENDITURES	( 141,383.91)	( 141,383.91)	( 650,203.00)	( 508,819.09)	( 21.7)

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E-911 SERVICES</u>					
41-50-501 SALARIES	38,577.10	38,577.10	49,160.00	10,582.90	78.5
41-50-502 OVERTIME	2,050.65	2,050.65	2,000.00	( 50.65)	102.5
41-50-508 LEAVE CASHOUT	.00	.00	2,308.00	2,308.00	.0
41-50-511 MEDICARE FICA	663.60	663.60	669.00	5.40	99.2
41-50-512 EMPLOYEE GROUP BENEFITS	16,680.83	16,680.83	20,920.00	4,239.17	79.7
41-50-515 UNEMPLOYMENT	.00	.00	888.00	888.00	.0
41-50-516 WORKERS' COMPENSATION	909.00	909.00	175.00	( 734.00)	519.4
41-50-518 PERS	9,753.91	9,753.91	10,155.00	401.09	96.1
41-50-519 UTILITY BENEFIT	5,666.21	5,666.21	4,560.00	( 1,106.21)	124.3
41-50-622 911 PHONE LINES	1,087.26	1,087.26	1,700.00	612.74	64.0
41-50-649 OTHER PROFESSIONAL SRVS	35,664.39	35,664.39	36,000.00	335.61	99.1
41-50-669 OTHER PURCHASED SERVICES	.00	.00	2,800.00	2,800.00	.0
41-50-721 INSURANCE	927.00	927.00	1,000.00	73.00	92.7
41-50-732 RENTS & LEASES	3,606.00	3,606.00	4,800.00	1,194.00	75.1
<b>TOTAL E-911 SERVICES</b>	<b>115,585.95</b>	<b>115,585.95</b>	<b>137,135.00</b>	<b>21,549.05</b>	<b>84.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>115,585.95</b>	<b>115,585.95</b>	<b>137,135.00</b>	<b>21,549.05</b>	<b>84.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 115,585.95)</b>	<b>( 115,585.95)</b>	<b>( 137,135.00)</b>	<b>( 21,549.05)</b>	<b>( 84.3)</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED REFUSE</u>					
50-70-501 SALARIES	71,213.02	71,213.02	107,205.00	35,991.98	66.4
50-70-502 OVERTIME	3,854.73	3,854.73	5,800.00	1,945.27	66.5
50-70-508 LEAVE CASHOUT	.00	.00	5,088.00	5,088.00	.0
50-70-511 MEDICARE FICA	1,106.36	1,106.36	1,699.00	592.64	65.1
50-70-512 EMPLOYEE GROUP BENEFITS	18,649.32	18,649.32	42,768.00	24,118.68	43.6
50-70-515 UNEMPLOYMENT	.00	.00	2,011.00	2,011.00	.0
50-70-516 WORKERS' COMPENSATION	3,573.00	3,573.00	8,175.00	4,602.00	43.7
50-70-518 PERS	16,429.06	16,429.06	25,785.00	9,355.94	63.7
50-70-519 UTILITY BENEFIT	1,363.61	1,363.61	7,524.00	6,160.39	18.1
50-70-545 TRAINING/TRAVEL	.00	.00	500.00	500.00	.0
50-70-561 SUPPLIES	494.92	494.92	500.00	5.08	99.0
50-70-563 WEARING APPAREL	239.52	239.52	600.00	360.48	39.9
50-70-600 TIRES & WHEELS	6,541.21	6,541.21	8,000.00	1,458.79	81.8
50-70-602 GASOLINE / DIESEL / OIL	9,668.42	9,668.42	18,000.00	8,331.58	53.7
50-70-661 VEHICLE MAINT/REPAIRS	35,561.82	35,561.82	75,936.00	40,374.18	46.8
50-70-669 OTHER PURCHASED SERVICES	27.99	27.99	3,000.00	2,972.01	.9
50-70-683 MINOR EQUIPMENT	8,850.00	8,850.00	40,000.00	31,150.00	22.1
50-70-721 INSURANCE	2,835.00	2,835.00	8,700.00	5,865.00	32.6
50-70-738 BAD DEBTS EXPENSE	.00	.00	3,000.00	3,000.00	.0
50-70-799 MISCELLANEOUS EXPENSES	30.00	30.00	800.00	770.00	3.8
50-70-997 ADMIN OVERHEAD-UTIL BILLING	.00	.00	31,898.00	31,898.00	.0
50-70-998 ADMINISTRATIVE OVERHEAD-GF	23,126.00	23,126.00	37,722.00	14,596.00	61.3
<b>TOTAL HAULED REFUSE</b>	<b>203,563.98</b>	<b>203,563.98</b>	<b>434,711.00</b>	<b>231,147.02</b>	<b>46.8</b>
<u>LANDFILL OPERATIONS</u>					
50-71-501 SALARIES	99,016.45	99,016.45	134,599.00	35,582.55	73.6
50-71-502 OVERTIME	13,066.83	13,066.83	18,700.00	5,633.17	69.9
50-71-508 LEAVE CASHOUT	.00	.00	6,457.00	6,457.00	.0
50-71-511 MEDICARE FICA	1,641.98	1,641.98	2,097.00	455.02	78.3
50-71-512 EMPLOYEE GROUP BENEFITS	33,580.55	33,580.55	58,320.00	24,739.45	57.6
50-71-515 UNEMPLOYMENT	.00	.00	1,728.00	1,728.00	.0
50-71-516 WORKERS' COMPENSATION	2,898.00	2,898.00	4,976.00	2,078.00	58.2
50-71-518 PERS	24,261.46	24,261.46	31,812.00	7,550.54	76.3
50-71-519 UTILITY BENEFIT	1,621.71	1,621.71	10,260.00	8,638.29	15.8
50-71-545 TRAINING/TRAVEL	1,308.18	1,308.18	3,000.00	1,691.82	43.6
50-71-561 SUPPLIES	2,066.25	2,066.25	2,500.00	433.75	82.7
50-71-563 WEARING APPAREL	1,005.20	1,005.20	1,500.00	494.80	67.0
50-71-601 VEHICLE PARTS	75.08	75.08	100.00	24.92	75.1
50-71-602 GASOLINE / DIESEL / OIL	8,143.27	8,143.27	25,000.00	16,856.73	32.6
50-71-621 ELECTRICITY	2,227.05	2,227.05	2,500.00	272.95	89.1
50-71-622 TELEPHONE	367.18	367.18	2,000.00	1,632.82	18.4
50-71-623 HEATING FUEL	1,959.04	1,959.04	3,000.00	1,040.96	65.3
50-71-627 STAFF CELLULAR PHONES	92.62	92.62	200.00	107.38	46.3
50-71-649 ENGINEERING SERVICES	.00	.00	60,000.00	60,000.00	.0
50-71-650 LAB TESTS	.00	.00	5,700.00	5,700.00	.0
50-71-661 VEHICLE MAINT/REPAIRS	47,125.54	47,125.54	76,667.00	29,541.46	61.5
50-71-669 OTHER PURCHASED SERVICES	86.90	86.90	1,000.00	913.10	8.7
50-71-683 MINOR EQUIPMENT	400.61	400.61	5,000.00	4,599.39	8.0
50-71-721 INSURANCE	3,481.76	3,481.76	3,900.00	418.24	89.3

CITY OF BETHEL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2018

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
50-71-727 ADVERTISING	.00	.00	250.00	250.00	.0
50-71-738 BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
50-71-996 ADMIN OVERHEAD-IT SVCS	11,310.42	11,310.42	17,181.00	5,870.58	65.8
50-71-998 ADMINISTRATIVE OVERHEAD-GF	34,569.00	34,569.00	46,691.00	12,122.00	74.0
<b>TOTAL LANDFILL OPERATIONS</b>	<b>290,305.08</b>	<b>290,305.08</b>	<b>525,638.00</b>	<b>235,332.92</b>	<b>55.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>493,869.06</b>	<b>493,869.06</b>	<b>960,349.00</b>	<b>466,479.94</b>	<b>51.4</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
51-80-501 SALARIES	49,872.91	49,872.91	81,458.00	31,585.09	61.2
51-80-502 OVERTIME	658.61	658.61	2,000.00	1,341.39	32.9
51-80-508 LEAVE CASHOUT	.00	.00	4,108.00	4,108.00	.0
51-80-511 MEDICARE FICA	740.85	740.85	1,220.00	479.15	60.7
51-80-512 GROUP HEALTH INSURANCE	26,896.00	26,896.00	45,360.00	18,464.00	59.3
51-80-515 UNEMPLOYMENT	.00	.00	1,585.00	1,585.00	.0
51-80-516 WORKERS' COMPENSATION	546.00	546.00	1,018.00	472.00	53.6
51-80-518 PERS	10,915.35	10,915.35	18,515.00	7,599.65	59.0
51-80-519 UTILITY BENEFIT	751.15	751.15	7,980.00	7,228.85	9.4
51-80-545 TRAINING/TRAVEL	.00	.00	3,500.00	3,500.00	.0
51-80-561 SUPPLIES	1,651.00	1,651.00	6,000.00	4,349.00	27.5
51-80-649 ONLINE BILL PAY	1,810.40	1,810.40	3,000.00	1,189.60	60.4
51-80-721 INSURANCE	423.00	423.00	1,000.00	577.00	42.3
51-80-727 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
51-80-733 POSTAGE	5,245.89	5,245.89	6,000.00	754.11	87.4
51-80-736 BANK CHARGES	26,260.13	26,260.13	36,500.00	10,239.87	72.0
51-80-799 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
51-80-996 ADMIN OVERHEAD-IT SVCS	10,987.28	10,987.28	16,566.00	5,578.72	66.3
51-80-998 ADMINISTRATIVE OVERHEAD-GF	17,858.00	17,858.00	29,287.00	11,429.00	61.0
<b>TOTAL UTILITY BILLING</b>	<b>154,616.57</b>	<b>154,616.57</b>	<b>266,597.00</b>	<b>111,980.43</b>	<b>58.0</b>
<u>HAULED WATER</u>					
51-81-501 SALARIES	280,630.32	280,630.32	366,344.00	85,713.68	76.6
51-81-502 OVERTIME	89,987.04	89,987.04	120,000.00	30,012.96	75.0
51-81-508 LEAVE CASHOUT	.00	.00	20,495.00	20,495.00	.0
51-81-511 MEDICARE	5,533.09	5,533.09	7,052.00	1,518.91	78.5
51-81-512 EMPLOYEE GROUP BENEFITS	136,444.11	136,444.11	224,856.00	88,411.89	60.7
51-81-515 UNEMPLOYMENT	5,662.30	5,662.30	7,925.00	2,262.70	71.5
51-81-516 WORKERS' COMPENSATION	15,327.00	15,327.00	14,359.00	( 968.00)	106.7
51-81-518 PERS	78,728.53	78,728.53	106,996.00	28,267.47	73.6
51-81-519 UTILITY BENEFIT	24,860.57	24,860.57	39,558.00	14,697.43	62.9
51-81-545 TRAINING/TRAVEL	1,803.51	1,803.51	4,000.00	2,196.49	45.1
51-81-561 SUPPLIES	7,805.22	7,805.22	9,525.00	1,719.78	81.9
51-81-563 WEARING APPAREL	730.40	730.40	8,000.00	7,269.60	9.1
51-81-600 TIRES	25,045.36	25,045.36	25,045.36	.00	100.0
51-81-601 VEHICLE MT. (PARTS & TOOLS)	208.76	208.76	5,000.00	4,791.24	4.2
51-81-602 GASOLINE/DIESEL/OIL	72,379.67	72,379.67	110,000.00	37,620.33	65.8
51-81-621 ELECTRICITY	5,252.54	5,252.54	10,000.00	4,747.46	52.5
51-81-622 TELEPHONE	258.54	258.54	600.00	341.46	43.1
51-81-623 HEATING FUEL	12,537.25	12,537.25	26,507.67	13,970.42	47.3
51-81-626 WATER/SEWER/GARBAGE	6,207.91	6,207.91	8,200.00	1,992.09	75.7
51-81-650 LAB TESTS	750.00	750.00	2,000.00	1,250.00	37.5
51-81-661 VEHICLE MAINT/REPAIR	208,242.48	208,242.48	303,823.64	95,581.16	68.5
51-81-669 OTHER PURCHASED SERVICES	3,492.33	3,492.33	3,492.33	.00	100.0
51-81-683 MINOR EQUIPMENT	868.13	868.13	2,000.00	1,131.87	43.4
51-81-721 INSURANCE	40,789.56	40,789.56	21,000.00	( 19,789.56)	194.2
51-81-722 INSURANCE-DED EXP & OTHER	( 14,200.00)	( 14,200.00)	10,000.00	24,200.00	(142.0)
51-81-738 BAD DEBT EXPENSE	.00	.00	9,000.00	9,000.00	.0
51-81-799 MISCELLANEOUS	545.55	545.55	1,000.00	454.45	54.6

CITY OF BETHEL  
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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-81-996 ADMIN OVERHEAD-IT SVCS	10,017.80	10,017.80	15,359.00	5,341.20	65.2
51-81-998 ADMINISTRATIVE OVERHEAD-GF	125,261.00	125,261.00	162,827.00	37,566.00	76.9
<b>TOTAL HAULED WATER</b>	<b>1,145,168.97</b>	<b>1,145,168.97</b>	<b>1,644,965.00</b>	<b>499,796.03</b>	<b>69.6</b>

PIPED WATER

51-82-501 SALARIES	84,590.14	84,590.14	133,030.00	48,439.86	63.6
51-82-502 OVERTIME	23,576.71	23,576.71	45,000.00	21,423.29	52.4
51-82-508 LEAVE CASHOUT	2,867.89	2,867.89	6,819.00	3,951.11	42.1
51-82-511 MEDICARE	1,639.79	1,639.79	2,581.00	941.21	63.5
51-82-512 EMPLOYEE GROUP BENEFITS	43,999.65	43,999.65	55,728.00	11,728.35	79.0
51-82-515 UNEMPLOYMENT	.00	.00	3,970.00	3,970.00	.0
51-82-516 WORKERS' COMPENSATION	.00	.00	5,256.00	5,256.00	.0
51-82-518 PERS	23,511.67	23,511.67	39,167.00	15,655.33	60.0
51-82-519 UTILITY BENEFIT	4,337.43	4,337.43	9,804.00	5,466.57	44.2
51-82-545 TRAINING/TRAVEL	.00	.00	2,500.00	2,500.00	.0
51-82-561 SUPPLIES	3,428.40	3,428.40	4,525.00	1,096.60	75.8
51-82-563 WEARING APPAREL	664.45	664.45	2,000.00	1,335.55	33.2
51-82-592 PLUMBING SUPPLIES	1,709.44	1,709.44	5,000.00	3,290.56	34.2
51-82-601 VEHICLE MT. (PARTS & TOOLS)	232.78	232.78	.00	( 232.78)	.0
51-82-602 GASOLINE/DIESEL/OIL	6,391.18	6,391.18	20,000.00	13,608.82	32.0
51-82-621 ELECTRICITY-UTIL MT SHOP	3,244.79	3,244.79	7,500.00	4,255.21	43.3
51-82-622 TELEPHONE	968.97	968.97	2,750.00	1,781.03	35.2
51-82-623 HEATING FUEL	20,562.69	20,562.69	20,000.00	( 562.69)	102.8
51-82-626 WATER/SEWER/GARB	373.62	373.62	600.00	226.38	62.3
51-82-627 STAFF CELLULAR PHONES	182.62	182.62	.00	( 182.62)	.0
51-82-649 ENGINEERING SERVICES	.00	.00	3,000.00	3,000.00	.0
51-82-661 VEHICLE MAINT/REPAIR	2,348.25	2,348.25	3,037.00	688.75	77.3
51-82-669 OTHER PURCHASED SERVICES	35.00	35.00	2,500.00	2,465.00	1.4
51-82-683 MINOR EQUIPMENT	1,677.99	1,677.99	3,000.00	1,322.01	55.9
51-82-721 INSURANCE	3,024.00	3,024.00	5,400.00	2,376.00	56.0
51-82-722 INSURANCE-DED EXP & OTHER	.00	.00	5,000.00	5,000.00	.0
51-82-727 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
51-82-738 BAD DEBT EXPENSE	.00	.00	5,000.00	5,000.00	.0
51-82-998 ADMINISTRATIVE OVERHEAD-GF	36,589.00	36,589.00	54,065.00	17,476.00	67.7
<b>TOTAL PIPED WATER</b>	<b>265,956.46</b>	<b>265,956.46</b>	<b>448,232.00</b>	<b>182,275.54</b>	<b>59.3</b>

BETHEL HTS WTR TREATMENT

51-83-501 SALARIES	79,098.87	79,098.87	94,389.00	15,290.13	83.8
51-83-502 OVERTIME	26,015.09	26,015.09	31,000.00	4,984.91	83.9
51-83-508 LEAVE CASHOUT	.00	.00	11,239.00	11,239.00	.0
51-83-511 MEDICARE	380.68	380.68	1,818.00	1,437.32	20.9
51-83-512 EMPLOYEE GROUP BENEFITS	16,739.23	16,739.23	44,064.00	27,324.77	38.0
51-83-515 UNEMPLOYMENT	.00	.00	2,014.00	2,014.00	.0
51-83-516 WORKERS' COMPENSATION	.00	.00	3,668.00	3,668.00	.0
51-83-518 PERS	22,465.65	22,465.65	27,585.00	5,119.35	81.4
51-83-519 UTILITY BENEFIT	8,494.46	8,494.46	7,752.00	( 742.46)	109.6
51-83-545 TRAINING/TRAVEL	.00	.00	1,500.00	1,500.00	.0
51-83-561 SUPPLIES	48,587.81	48,587.81	50,000.00	1,412.19	97.2
51-83-563 WEARING APPAREL	.00	.00	800.00	800.00	.0

CITY OF BETHEL  
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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-83-592 PLUMBING SUPPLIES	.00	.00	4,000.00	4,000.00	.0
51-83-602 GASOLINE/DIESEL/OIL	111.07	111.07	.00	( 111.07)	.0
51-83-621 ELECTRICITY (PUMPHOUSE)	61,472.72	61,472.72	70,000.00	8,527.28	87.8
51-83-622 TELEPHONE	378.13	378.13	1,600.00	1,221.87	23.6
51-83-623 HEATING FUEL (PUMPHOUSE)	94,504.25	94,504.25	130,000.00	35,495.75	72.7
51-83-649 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
51-83-650 LAB TESTS	5,720.43	5,720.43	5,000.00	( 720.43)	114.4
51-83-661 VEHICLE MAINT/REPAIR	1,622.92	1,622.92	3,037.00	1,414.08	53.4
51-83-669 OTHER PURCHASED SERVICES	8,651.52	8,651.52	10,000.00	1,348.48	86.5
51-83-683 MINOR EQUIPMENT	4,605.87	4,605.87	5,000.00	394.13	92.1
51-83-721 INSURANCE	9,900.00	9,900.00	10,380.00	480.00	95.4
51-83-727 ADVERTISING	52.61	52.61	500.00	447.39	10.5
51-83-996 ADMIN OVERHEAD-IT SVCS	10,340.95	10,340.95	15,822.00	5,481.05	65.4
51-83-998 ADMINISTRATIVE OVERHEAD-GF	29,915.00	29,915.00	40,103.00	10,188.00	74.6
<b>TOTAL BETHEL HTS WTR TREATMENT</b>	<b>429,057.26</b>	<b>429,057.26</b>	<b>573,271.00</b>	<b>144,213.74</b>	<b>74.8</b>
<b>CITY SUB WTR TREATMENT</b>					
51-84-501 SALARIES	78,016.60	78,016.60	96,735.00	18,718.40	80.7
51-84-502 OVERTIME	20,660.32	20,660.32	29,000.00	8,339.68	71.2
51-84-508 LEAVE CASHOUT	.00	.00	5,257.00	5,257.00	.0
51-84-511 MEDICARE	1,459.50	1,459.50	18,232.00	16,772.50	8.0
51-84-512 EMPLOYEE GROUP BENEFITS	39,201.37	39,201.37	44,064.00	4,862.63	89.0
51-84-515 UNEMPLOYMENT	.00	.00	2,014.00	2,014.00	.0
51-84-516 WORKERS' COMPENSATION	.00	.00	3,712.00	3,712.00	.0
51-84-518 PERS	20,729.12	20,729.12	27,662.00	6,932.88	74.9
51-84-519 UTILITY BENEFIT	3,072.42	3,072.42	7,752.00	4,679.58	39.6
51-84-545 TRAINING/TRAVEL	1,000.00	1,000.00	3,000.00	2,000.00	33.3
51-84-561 SUPPLIES	48,825.18	48,825.18	45,000.00	( 3,825.18)	108.5
51-84-563 WEARING APPAREL	.00	.00	800.00	800.00	.0
51-84-592 PLUMBING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
51-84-602 GASOLINE/DIESEL/OIL	663.42	663.42	600.00	( 63.42)	110.6
51-84-621 ELECTRICITY (CS WTF)	32,246.74	32,246.74	50,000.00	17,753.26	64.5
51-84-622 TELEPHONE	26.00	26.00	1,800.00	1,774.00	1.4
51-84-623 HEATING FUEL(CS WTF)	68,739.82	68,739.82	80,000.00	11,260.18	85.9
51-84-649 ENGINEERING SERVICES	.00	.00	1,500.00	1,500.00	.0
51-84-650 LAB TESTS	5,610.44	5,610.44	7,500.00	1,889.56	74.8
51-84-661 VEHICLE MAINT (ISF)	1,845.56	1,845.56	3,037.00	1,191.44	60.8
51-84-669 OTHER PURCHASED SERVICES	( 1,182.99)	( 1,182.99)	15,000.00	16,182.99	( 7.9)
51-84-683 MINOR EQUIPMENT	763.86	763.86	5,000.00	4,236.14	15.3
51-84-721 INSURANCE	6,174.00	6,174.00	5,700.00	( 474.00)	108.3
51-84-727 ADVERTISING	34.86	34.86	500.00	465.14	7.0
51-84-996 ADMIN OVERHEAD-IT SVCS	11,310.42	11,310.42	17,181.00	5,870.58	65.8
51-84-998 ADMINISTRATIVE OVERHEAD-GF	32,267.00	32,267.00	42,058.00	9,791.00	76.7
<b>TOTAL CITY SUB WTR TREATMENT</b>	<b>371,463.64</b>	<b>371,463.64</b>	<b>515,104.00</b>	<b>143,640.36</b>	<b>72.1</b>
<b>HAULED SEWER</b>					
51-85-501 SALARIES	301,061.41	301,061.41	403,733.00	102,671.59	74.6
51-85-502 OVERTIME	53,847.80	53,847.80	85,000.00	31,152.20	63.4
51-85-508 LEAVE CASHOUT	4,779.81	4,779.81	24,164.00	19,384.19	19.8

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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-85-511 MEDICARE	5,252.56	5,252.56	7,957.00	2,704.44	66.0
51-85-512 EMPLOYEE GROUP BENEFITS	159,978.19	159,978.19	250,776.00	90,797.81	63.8
51-85-515 UNEMPLOYMENT	11,044.47	11,044.47	10,150.00	( 894.47)	108.8
51-85-516 WORKERS' COMPENSATION	15,201.00	15,201.00	16,201.00	1,000.00	93.8
51-85-518 PERS	76,273.11	76,273.11	120,721.00	44,447.89	63.2
51-85-519 UTILITY BENEFIT	12,331.83	12,331.83	44,118.00	31,786.17	28.0
51-85-561 SUPPLIES	1,981.35	1,981.35	5,525.00	3,543.65	35.9
51-85-563 WEARING APPAREL	2,893.75	2,893.75	10,000.00	7,106.25	28.9
51-85-600 TIRES & WHEELS	12,000.00	12,000.00	12,000.00	.00	100.0
51-85-601 VEHICLE MT. (PARTS & TOOLS)	93.50	93.50	4,200.00	4,106.50	2.2
51-85-602 GASOLINE/DIESEL/OIL	63,169.12	63,169.12	110,000.00	46,830.88	57.4
51-85-621 ELECTRICITY	5,252.54	5,252.54	8,000.00	2,747.46	65.7
51-85-622 TELEPHONE	.00	.00	350.00	350.00	.0
51-85-623 HEATING FUEL	11,250.67	11,250.67	24,500.00	13,249.33	45.9
51-85-626 WATER/SEWER/GARBAGE	6,207.91	6,207.91	6,500.00	292.09	95.5
51-85-661 VEHICLE MAINT/REPAIR	245,397.77	245,397.77	313,869.00	68,471.23	78.2
51-85-669 OTHER PURCHASED SERVICES	280.00	280.00	5,500.00	5,220.00	5.1
51-85-683 MINOR EQUIPMENT	482.10	482.10	2,000.00	1,517.90	24.1
51-85-721 INSURANCE	33,130.87	33,130.87	17,000.00	( 16,130.87)	194.9
51-85-722 INSURANCE-DED EXP & OTHER	339.43	339.43	10,000.00	9,660.57	3.4
51-85-738 BAD DEBT EXPENSE	.00	.00	12,000.00	12,000.00	.0
51-85-799 MISCELLANEOUS	35.00	35.00	1,000.00	965.00	3.5
51-85-996 ADMIN OVERHEAD-IT SVCS	323.16	323.16	615.00	291.84	52.6
51-85-998 ADMINISTRATIVE OVERHEAD-GF	123,556.00	123,556.00	183,502.00	59,946.00	67.3
<b>TOTAL HAULED SEWER</b>	<b>1,146,163.35</b>	<b>1,146,163.35</b>	<b>1,689,381.00</b>	<b>543,217.65</b>	<b>67.9</b>
 <u>PIPED SEWER</u>					
51-86-501 SALARIES	80,619.05	80,619.05	143,080.00	62,460.95	56.4
51-86-502 OVERTIME	23,596.10	23,596.10	35,000.00	11,403.90	67.4
51-86-508 LEAVE CASHOUT	2,867.88	2,867.88	6,819.00	3,951.12	42.1
51-86-511 MEDICARE	1,582.45	1,582.45	2,582.00	999.55	61.3
51-86-512 EMPLOYEE GROUP BENEFITS	42,655.12	42,655.12	57,024.00	14,368.88	74.8
51-86-515 UNEMPLOYMENT	.00	.00	3,971.00	3,971.00	.0
51-86-516 WORKERS' COMPENSATION	.00	.00	5,258.00	5,258.00	.0
51-86-518 PERS	22,642.29	22,642.29	39,178.00	16,535.71	57.8
51-86-519 UTILITY BENEFITS	8,299.76	8,299.76	9,478.00	1,178.24	87.6
51-86-545 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-86-561 SUPPLIES	2,714.61	2,714.61	5,525.00	2,810.39	49.1
51-86-563 WEARING APPAREL	2,136.90	2,136.90	2,500.00	363.10	85.5
51-86-592 PLUMBING SUPPLIES	.00	.00	4,000.00	4,000.00	.0
51-86-602 GASOLINE/DIESEL/OIL	3,397.85	3,397.85	25,000.00	21,602.15	13.6
51-86-621 ELECTRICITY-LIFTST & BLDG	67,480.64	67,480.64	75,000.00	7,519.36	90.0
51-86-622 TELEPHONE	.00	.00	2,000.00	2,000.00	.0
51-86-623 HEATING FUEL	18,915.86	18,915.86	35,000.00	16,084.14	54.1
51-86-626 WATER/SEWER/GARB	373.66	373.66	600.00	226.34	62.3
51-86-661 VEHICLE MAINT/REPAIR	2,159.98	2,159.98	3,037.00	877.02	71.1
51-86-669 OTHER PURCHASED SERVICES	2,135.98	2,135.98	20,000.00	17,864.02	10.7
51-86-683 MINOR EQUIPMENT	44,760.10	44,760.10	119,780.00	75,019.90	37.4
51-86-721 INSURANCE	2,988.00	2,988.00	4,500.00	1,512.00	66.4
51-86-722 INSURANCE-DED EXP & OTHER	.00	.00	5,000.00	5,000.00	.0
51-86-736 LEASED PROPERTY-LIFT STATIONS	14,408.30	14,408.30	10,000.00	( 4,408.30)	144.1
51-86-996 ADMIN OVERHEAD-IT SVCS	323.16	323.16	615.00	291.84	52.6

CITY OF BETHEL  
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WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-86-998 ADMINISTRATIVE OVERHEAD-GF	36,012.00	36,012.00	54,251.00	18,239.00	66.4
TOTAL PIPED SEWER	380,069.69	380,069.69	671,198.00	291,128.31	56.6
<u>SEWER LAGOON</u>					
51-87-501 SALARIES	21,484.03	21,484.03	54,327.00	32,842.97	39.6
51-87-502 OVERTIME	5,269.64	5,269.64	9,000.00	3,730.36	58.6
51-87-508 LEAVE CASHOUT	637.31	637.31	1,616.00	978.69	39.4
51-87-511 MEDICARE	404.18	404.18	918.00	513.82	44.0
51-87-512 EMPLOYEE GROUP BENEFITS	10,854.51	10,854.51	18,144.00	7,289.49	59.8
51-87-515 UNEMPLOYMENT	.00	.00	1,412.00	1,412.00	.0
51-87-516 WORKERS' COMPENSATION	.00	.00	1,870.00	1,870.00	.0
51-87-518 PERS	5,822.37	5,822.37	13,932.00	8,109.63	41.8
51-87-519 UTILITY BENEFIT	874.57	874.57	3,016.00	2,141.43	29.0
51-87-545 TRAINING/TRAVEL	1,500.00	1,500.00	1,500.00	.00	100.0
51-87-561 SUPPLIES	1,091.60	1,091.60	1,000.00	( 91.60)	109.2
51-87-563 WEARING APPAREL	( 45.80)	( 45.80)	1,200.00	1,245.80	( 3.8)
51-87-592 PLUMBING SUPPLIES	.00	.00	2,500.00	2,500.00	.0
51-87-602 GASOLINE	6,334.21	6,334.21	15,000.00	8,665.79	42.2
51-87-650 LAB TESTS (SAMPLES)	.00	.00	12,000.00	12,000.00	.0
51-87-669 OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
51-87-683 MINOR EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
51-87-721 INSURANCE	198.00	198.00	800.00	602.00	24.8
51-87-724 DUES & SUBSCRIPTIONS	.00	.00	5,220.00	5,220.00	.0
51-87-727 ADVERTISING	.00	.00	500.00	500.00	.0
51-87-998 ADMINISTRATIVE OVERHEAD-GF	9,014.00	9,014.00	18,700.00	9,686.00	48.2
TOTAL SEWER LAGOON	63,438.62	63,438.62	165,655.00	102,216.38	38.3
TOTAL FUND EXPENDITURES	3,955,934.56	3,955,934.56	5,974,403.00	2,018,468.44	66.2

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCK EXPENDITURES</u>					
52-50-501 SALARIES	101,886.53	101,886.53	194,845.00	92,958.47	52.3
52-50-502 OVERTIME	2,351.49	2,351.49	2,000.00	( 351.49)	117.6
52-50-508 LEAVE CASHOUT	.00	.00	8,700.00	8,700.00	.0
52-50-510 SOCIAL SECURITY EXPENSE	402.38	402.38	1,417.00	1,014.62	28.4
52-50-511 MEDICARE FICA	1,574.18	1,574.18	2,854.00	1,279.82	55.2
52-50-512 EMPLOYEE GROUP BENEFITS	27,904.14	27,904.14	65,318.00	37,413.86	42.7
52-50-515 UNEMPLOYMENT	294.00	294.00	2,462.00	2,168.00	11.9
52-50-516 WORKERS' COMPENSATION	4,608.00	4,608.00	8,318.00	3,710.00	55.4
52-50-518 PERS	20,249.05	20,249.05	43,306.00	23,056.95	46.8
52-50-519 UTILITY BENEFIT	5,575.42	5,575.42	11,491.00	5,915.58	48.5
52-50-545 TRAINING/TRAVEL	996.93	996.93	5,000.00	4,003.07	19.9
52-50-561 SUPPLIES	4,064.03	4,064.03	5,500.00	1,435.97	73.9
52-50-563 WEARING APPAREL	424.26	424.26	1,300.00	875.74	32.6
52-50-601 VEHICLE MT. (PARTS & TOOLS)	2,441.85	2,441.85	4,000.00	1,558.15	61.1
52-50-602 GASOLINE/DIESEL/OIL	6,566.77	6,566.77	18,000.00	11,433.23	36.5
52-50-621 ELECTRICITY	7,133.13	7,133.13	15,000.00	7,866.87	47.6
52-50-622 TELEPHONE	1,628.93	1,628.93	1,000.00	( 628.93)	162.9
52-50-623 HEATING FUEL	1,585.13	1,585.13	2,000.00	414.87	79.3
52-50-624 WATER, SEWER, GARBAGE	10,285.62	10,285.62	12,000.00	1,714.38	85.7
52-50-626 WATER FOR BARGES	4,438.29	4,438.29	12,000.00	7,561.71	37.0
52-50-642 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
52-50-643 PLANNING/ENGINEERING FEES	.00	.00	5,000.00	5,000.00	.0
52-50-661 VEHICLE MAINT/REPAIR	3,066.76	3,066.76	3,037.00	( 29.76)	101.0
52-50-666 MUNICIPAL DOCK MAINT.	1,558.49	1,558.49	5,000.00	3,441.51	31.2
52-50-667 MAINT-SEAWALL	6,989.06	6,989.06	7,000.00	10.94	99.8
52-50-668 MAINT SMALL BOAT HARBOR	152.29	152.29	4,000.00	3,847.71	3.8
52-50-669 OTHER PURCHASED SERVICES	5,794.75	5,794.75	24,000.00	18,205.25	24.1
52-50-683 MINOR EQUIPMENT	10,031.79	10,031.79	19,000.00	8,968.21	52.8
52-50-687 LAND/EASEMENT ACQUISITION	5,588.75	5,588.75	30,000.00	24,411.25	18.6
52-50-696 WATERFRONT FACILITIES IMPROV	.00	.00	25,000.00	25,000.00	.0
52-50-721 INSURANCE	7,766.45	7,766.45	16,000.00	8,233.55	48.5
52-50-724 DUES	12.99	12.99	1,000.00	987.01	1.3
52-50-727 ADVERTISING	223.60	223.60	1,000.00	776.40	22.4
52-50-736 BANK CHARGES	.43	.43	.00	( .43)	.0
52-50-775 MUNICIPAL DOCK GRAVEL	55,947.08	55,947.08	55,000.00	( 947.08)	101.7
52-50-777 CONTAMINATED SOIL PROCESSING	.00	.00	1,000.00	1,000.00	.0
52-50-990 XFER OUT	.00	.00	50,000.00	50,000.00	.0
52-50-996 ADMIN OVERHEAD-IT SVCS	14,541.98	14,541.98	21,887.00	7,345.02	66.4
52-50-998 ADMINISTRATIVE OVERHEAD-GF	32,283.00	32,283.00	61,126.00	28,843.00	52.8
<b>TOTAL DOCK EXPENDITURES</b>	<b>348,367.55</b>	<b>348,367.55</b>	<b>750,561.00</b>	<b>402,193.45</b>	<b>46.4</b>
<u>DOCK ADMINISTRATION</u>					
52-51-721 INSURANCE	815.96	815.96	.00	( 815.96)	.0
<b>TOTAL DOCK ADMINISTRATION</b>	<b>815.96</b>	<b>815.96</b>	<b>.00</b>	<b>( 815.96)</b>	<b>.0</b>
<u>SMALL BOAT HARBOR</u>					

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
52-55-501 SALARIES	63,189.23	63,189.23	97,676.00	34,486.77	64.7
52-55-502 OVERTIME	1,899.13	1,899.13	3,000.00	1,100.87	63.3
52-55-508 LEAVE CASHOUT	.00	.00	1,268.00	1,268.00	.0
52-55-510 SOCIAL SECURITY	2,917.27	2,917.27	4,483.00	1,565.73	65.1
52-55-511 MEDICARE FICA	939.13	939.13	1,460.00	520.87	64.3
52-55-512 EMPLOYEE GROUP BENEFITS	7,562.06	7,562.06	12,442.00	4,879.94	60.8
52-55-515 UNEMPLOYMENT	292.62	292.62	2,245.00	1,952.38	13.0
52-55-516 WORKERS' COMPENSATION	.00	.00	4,254.00	4,254.00	.0
52-55-518 PERS	3,679.40	3,679.40	22,149.00	18,469.60	16.6
52-55-519 UTILITY BENEFIT	382.18	382.18	2,189.00	1,806.82	17.5
52-55-561 SUPPLIES	1,236.98	1,236.98	1,800.00	563.02	68.7
52-55-563 WEARING APPAREL	1,135.59	1,135.59	1,700.00	564.41	66.8
52-55-602 GASOLINE	6,474.67	6,474.67	7,000.00	525.33	92.5
52-55-621 ELECTRICITY	.00	.00	2,000.00	2,000.00	.0
52-55-624 WATER/SEWR/GARBAGE	.00	.00	10,500.00	10,500.00	.0
52-55-668 SMALL BOAT HARBOR MAINTENANCE	537.48	537.48	7,000.00	6,462.52	7.7
52-55-683 MINOR EQUIPMENT	348.51	348.51	1,000.00	651.49	34.9
52-55-721 INSURANCE	801.00	801.00	.00	( 801.00)	.0
52-55-775 SMALL BOAT HARBOR GRAVEL	16,000.00	16,000.00	16,000.00	.00	100.0
52-55-799 MISCELLANEOUS EXPENSES	.00	.00	250.00	250.00	.0
52-55-998 ADMINISTRATIVE OVERHEAD-GF	17,847.00	17,847.00	27,120.00	9,273.00	65.8
<b>TOTAL SMALL BOAT HARBOR</b>	<b>125,242.25</b>	<b>125,242.25</b>	<b>225,536.00</b>	<b>100,293.75</b>	<b>55.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>474,425.76</b>	<b>474,425.76</b>	<b>976,097.00</b>	<b>501,671.24</b>	<b>48.6</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEASED PROPERTIES-MISC</u>					
53-50-642 LEGAL FEES	5,000.00	5,000.00	.00	( 5,000.00)	.0
53-50-721 INSURANCE	4,941.00	4,941.00	.00	( 4,941.00)	.0
TOTAL LEASED PROPERTIES-MISC	9,941.00	9,941.00	.00	( 9,941.00)	.0
<u>LEASED PROP-COURT COMPLEX</u>					
53-55-621 ELECTRICITY-COURT COMPLEX	48,182.06	48,182.06	52,000.00	3,817.94	92.7
53-55-622 TELEPHONE	168.81	168.81	.00	( 168.81)	.0
53-55-623 HEATING FUEL-COURT COMPLEX	35,634.16	35,634.16	120,000.00	84,365.84	29.7
53-55-626 WATER/SEWER/GARB-COURT COM	12,481.43	12,481.43	12,000.00	( 481.43)	104.0
53-55-663 JANITORIAL-COURT COMPLEX	56,689.83	56,689.83	61,422.00	4,732.17	92.3
53-55-714 COURTHOUSE LOAN INTEREST	12,271.00	12,271.00	93,050.00	80,779.00	13.2
53-55-717 AMORT OF BOND PREMIUM	.00	.00	( 7,252.00)	( 7,252.00)	.0
53-55-721 INSURANCE	21,141.00	21,141.00	19,000.00	( 2,141.00)	111.3
53-55-727 ADVERTISING	48.50	48.50	.00	( 48.50)	.0
TOTAL LEASED PROP-COURT COMPLEX	186,616.79	186,616.79	350,220.00	163,603.21	53.3
TOTAL FUND EXPENDITURES	196,557.79	196,557.79	350,220.00	153,662.21	56.1

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSIT SYSTEM EXPENDITURES</u>					
56-50-501 SALARIES	106,100.95	106,100.95	152,592.00	46,491.05	69.5
56-50-508 LEAVE CASHOUT	.00	.00	7,630.00	7,630.00	.0
56-50-510 SOCIAL SECURITY EXPENSE	148.86	148.86	.00	( 148.86)	.0
56-50-511 MEDICARE FICA	1,552.58	1,552.58	2,213.00	660.42	70.2
56-50-512 EMPLOYEE GROUP BENEFITS	52,270.21	52,270.21	77,760.00	25,489.79	67.2
56-50-515 UNEMPLOYMENT	168.00	168.00	2,661.00	2,493.00	6.3
56-50-516 WORKERS' COMPENSATION	5,607.00	5,607.00	9,278.00	3,671.00	60.4
56-50-518 PERS	22,522.33	22,522.33	33,570.00	11,047.67	67.1
56-50-519 UTILITY BENEFIT	1,460.56	1,460.56	12,924.00	11,463.44	11.3
56-50-545 TRAINING/TRAVEL	500.00	500.00	500.00	.00	100.0
56-50-561 SUPPLIES	3,381.65	3,381.65	3,500.00	118.35	96.6
56-50-600 TIRES & WHEELS	.00	.00	2,500.00	2,500.00	.0
56-50-601 VEHICLE MT. (PARTS & TOOLS)	273.69	273.69	.00	( 273.69)	.0
56-50-602 GASOLINE	15,344.08	15,344.08	25,000.00	9,655.92	61.4
56-50-621 ELECTRICITY	4,076.40	4,076.40	9,500.00	5,423.60	42.9
56-50-622 TELEPHONE	188.35	188.35	200.00	11.65	94.2
56-50-623 HEATING FUEL	6,346.95	6,346.95	9,000.00	2,653.05	70.5
56-50-626 WTR/SWR/GRB	859.50	859.50	1,200.00	340.50	71.6
56-50-646 AK COM TRANSIT GRANT FY18	417.00	417.00	250,597.00	250,180.00	.2
56-50-661 VEHICLE MAINT/REPAIR	12,242.47	12,242.47	20,250.00	8,007.53	60.5
56-50-669 OTHER PURCHASED SERVICES	477.51	477.51	3,500.00	3,022.49	13.6
56-50-683 MINOR EQUIPMENT	1,086.66	1,086.66	3,000.00	1,913.34	36.2
56-50-721 INSURANCE	5,625.00	5,625.00	9,000.00	3,375.00	62.5
56-50-724 DUES/SUBSCRIPTIONS	30.00	30.00	300.00	270.00	10.0
56-50-727 ADVERTISING	.00	.00	1,500.00	1,500.00	.0
56-50-799 MISCELLANEOUS EXPENSES	.00	.00	300.00	300.00	.0
56-50-996 ADMIN OVERHEAD-IT SVCS	11,310.43	11,310.43	17,181.00	5,870.57	65.8
56-50-998 ADMINISTRATIVE OVERHEAD-GF	37,156.00	37,156.00	53,576.00	16,420.00	69.4
<b>TOTAL TRANSIT SYSTEM EXPENDITURES</b>	<b>289,146.18</b>	<b>289,146.18</b>	<b>709,232.00</b>	<b>420,085.82</b>	<b>40.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>289,146.18</b>	<b>289,146.18</b>	<b>709,232.00</b>	<b>420,085.82</b>	<b>40.8</b>

CITY OF BETHEL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2018

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VEHICLE &amp; EQUIP MAINT</u>					
57-50-501 SALARIES	206,036.76	206,036.76	318,751.00	112,714.24	64.6
57-50-502 OVERTIME	4,726.67	4,726.67	45,000.00	40,273.33	10.5
57-50-508 LEAVE CASHOUT	.00	.00	15,665.00	15,665.00	.0
57-50-510 SOCIAL SECURITY EXPENSE	535.68	535.68	.00	( 535.68)	.0
57-50-511 MEDICARE FICA	3,246.78	3,246.78	5,274.00	2,027.22	61.6
57-50-512 EMPLOYEE GROUP BENEFITS	84,491.14	84,491.14	156,816.00	72,324.86	53.9
57-50-515 UNEMPLOYMENT	807.00	807.00	5,325.00	4,518.00	15.2
57-50-516 WORKERS' COMPENSATION	6,183.00	6,183.00	16,076.00	9,893.00	38.5
57-50-518 PERS	44,144.94	44,144.94	80,025.00	35,880.06	55.2
57-50-519 UTILITY BENEFIT	10,152.64	10,152.64	27,588.00	17,435.36	36.8
57-50-545 TRAINING/TRAVEL	7,950.19	7,950.19	15,000.00	7,049.81	53.0
57-50-561 SUPPLIES	12,495.33	12,495.33	10,000.00	( 2,495.33)	125.0
57-50-563 WEARING APPAREL	1,605.47	1,605.47	1,500.00	( 105.47)	107.0
57-50-600 TIRES & WHEELS	.00	.00	1,500.00	1,500.00	.0
57-50-601 VEHICLE MT. (PARTS & TOOLS)	3,282.42	3,282.42	5,000.00	1,717.58	65.7
57-50-602 GASOLINE / DIESEL / OIL	37,135.34	37,135.34	40,000.00	2,864.66	92.8
57-50-621 ELECTRICITY	12,684.50	12,684.50	18,096.00	5,411.50	70.1
57-50-622 TELEPHONE	373.16	373.16	2,000.00	1,626.84	18.7
57-50-623 HEATING FUEL	19,694.17	19,694.17	50,000.00	30,305.83	39.4
57-50-626 WATER/SEWER/GARBAGE	4,730.39	4,730.39	6,220.00	1,489.61	76.1
57-50-661 VEHICLE MAINT (ISF)	( 77.28)	( 77.28)	.00	77.28	.0
57-50-662 PROPERTY MAINT	.00	.00	8,615.00	8,615.00	.0
57-50-669 OTHER PURCHASED SERVICES	859.74	859.74	15,000.00	14,140.26	5.7
57-50-683 MINOR EQUIPMENT	7,652.42	7,652.42	20,000.00	12,347.58	38.3
57-50-721 INSURANCE	16,191.00	16,191.00	7,000.00	( 9,191.00)	231.3
57-50-724 DUES/SUBSCRIPTIONS	78.85	78.85	1,200.00	1,121.15	6.6
57-50-996 ADMIN OVERHEAD-IT SVCS	13,249.60	13,249.60	20,532.00	7,282.40	64.5
57-50-998 ADMINISTRATIVE OVERHEAD-GF	69,549.00	69,549.00	120,297.00	50,748.00	57.8
<b>TOTAL VEHICLE &amp; EQUIP MAINT</b>	<b>567,778.91</b>	<b>567,778.91</b>	<b>1,012,480.00</b>	<b>444,701.09</b>	<b>56.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>567,778.91</b>	<b>567,778.91</b>	<b>1,012,480.00</b>	<b>444,701.09</b>	<b>56.1</b>

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# *Mayor's Report*

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**FEMA**

May 8, 2018

The Honorable Richard Robb  
Mayor, City of Bethel  
P.O. Box 1388  
Bethel, Alaska 99559

Dear Mayor Robb:

On May 7, 2018, the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10, approved the City of Bethel All-Hazards Mitigation Plan as a local plan as outlined in Code of Federal Regulations Title 44 Part 201. This approval provides the jurisdiction eligibility to apply for the Robert T. Stafford Disaster Relief and Emergency Assistance Act's, Hazard Mitigation Assistance (HMA) grants projects through May 6, 2023, through your state.

FEMA individually evaluates all application requests for funding according to the specific eligibility requirements of the applicable program. Though a specific mitigation activity or project identified in the plan may meet the eligibility requirements, it may not automatically receive approval for FEMA funding under any of the aforementioned programs.

Approved mitigation plans may be eligible for points under the National Flood Insurance Program's Community Rating System (CRS). For additional information regarding the CRS, please visit: [www.fema.gov/national-flood-insurance-program-community-rating-system](http://www.fema.gov/national-flood-insurance-program-community-rating-system) or contact your local floodplain manager.

Over the next five years, we encourage your communities to follow the plan's schedule for monitoring and updating, and to develop further mitigation actions. To continue eligibility, jurisdictions must review, revise as appropriate, and resubmit the plan within five years of the original approval date.

If you have questions regarding your plan's approval or FEMA's mitigation grant programs, please contact Mike Johnson, Emergency Management Specialist with Alaska Division of Homeland Security and Emergency Management, at (907) 428-7055, who locally coordinates and administers these efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Carey".

Mark Carey, Director  
Mitigation Division

cc: Brent Nichols, Alaska Division of Homeland Security and Emergency Management

Enclosure

AS:vl

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

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

## **MEMORANDUM**

DATE: May 2, to May 15, 2018

TO: City Council

FROM: Peter Williams, City Manager

RE: Managers' Report

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May 2- Out of the office

May 3-Out of the office 4hrs.- Reviewed message from YKHC that part of Tracts D&H in the Kasayuli subdivision had been set aside as part of a mitigation plan for the PJCP Project. We will be working with YKHC Director of Construction to resolve this matter.- Discussed with DOWL Bethel's Long Range Transportation Plan. DOWL has submitted a proposal to develop a plan. The funds for this plan have not been approved by the council.

May 7- Discussed cleaning up around the dumpsters and removing vehicles with the PW and Port Directors.- Asked the Finance Director to complete the budget mods needed for the wage increases, utility benefits, and insurance deductibles.- Approved payments for five different projects.- Signed time sheets.-MOA With the State regarding the CEHH sent to the DOT. – Reviewed courthouse budget mods and FY! ( proposed budget. There was a new contract that we were made aware of with Otis Elevator from 2007.-Discussed ONC subdivision agreement with the City Planner and CA.-

May 8- Discuss City properties with the Risk Manger.-Sent application in for the FY 2019PILT.-Reviewed the Courthouse budget for FY-18&19-

May 9- Discussions with HR and Finance Depts regarding employees raises, budget modifications.-Meet With the Fin. Director and discussed budget mods passed by the council-Risk Manager and myself discussed bid to clean the water sub-stations water tanks.- Instructed Property Maintenance to contact Otis Elevator and to resolve any issues and update on the work in Owl Park.-Discussed CSP Grant with FD and Grants Mgr.- Signed PO for equipment for a Sports Field ( our parks need names).-Signed Line item trans. For the landfill.

May 10- Received a e-mail from LKSD regarding the clean-up on Kilbuck stating that LKSD is working on a process to clean up the site.-Reviewed the pending items from the auditors.-Received a letter stating that Bethel's Hazardous Mitigation Program had been accepted by FEMA.-The State Comm Rev. Sharing program was increased by eight-million dollars, the same as last year.-Meet with the dept. heads.

May 11- Forward information to the Parks and Recs committee regarding Kasauli sub-division tracts.-Requested the PD and FD to produce stats for the Alcohol Task Meeting.-Reviewed RFP for fuel services for the COB.-Received a letter from the DOT asking us to forward the information needed to provide utility crossings across CEHH. We would like to install as many as we can before the CEHH is repaved.-Reviewed a citizen complaint

## **PROJECTS**

**Coin Collector-** Signed Proposal from Tec-Pro to install a coin collector and have accepted their proposal to install a dollar bill collector for the amount of \$4,884.28.

**Institutional Corridor** – Bethel Builders will resume work May 21. We received good news that the installation of the culvert crossing the highway will cost \$70,000, down from \$360,000.

**Jetty/Sewer Lagoon** – Merrill Bros. will resume dredging at the end of May. Our request for the unused funds to be applied to the purchase of five new sewer trucks is still pending.

**The Avenues-** Waiting for the PER/EA to be completed. There are five highway crossings associated with this project. The \$70,000 price tag was good news Vs. the original estimate of \$360,000.

**Bethel Heights Water and Sewer System ( A, B, C Loops )-** We applied to VSW to update the PPER/EA's.

**Ridgecrest Drive/LKSD-** Reviewed final plans on May 14<sup>th</sup>. Waiting to see if the bid will go out as scheduled for this year.

**Tundra Ridge Road Realignment-** Waiting to see whom the DOT assigns this to in their Department. Construction probably won't start before 2021.

**Landfill Closure-** Still pending

**PW Boilers-** Design completed. RFP will be published. The original estimate was for \$220,000, it looks like the cost is around \$359,000, but we will wait to see what the bids come in at before asking for any extra funds.

**Lift Stations-** We are still working on the scope of work, Trying to fit the work into the budgeted amount of \$900,000.

**Courthouse;** Meeting scheduled with ACS, architects and the City Administration for May 16<sup>th</sup> in Anchorage.

Peter Williams  
City Manager

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# ***Management Team Reports***

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

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# City of Bethel, Alaska

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## City Clerk's Office

### Council Meetings and Events

June 12, 2018 Regular City Council Meeting

Budget Meeting Dates: May 10, 17, 24, 29, 31 June 5, 7

### Burial Permits May 1 to Current

1 Burial Permits and or Reservations have been issued.

### Passport Applications May 1 to Current

5 Passport Applications have been processed.

### Committee Training

Now that the Public Works Committee is scheduled to meet in May, the City Clerk's Office has requested a training for the Body in June.

The City Clerk will be meeting with the Chair and Vice Chair of the Public Safety and Transportation Commission to establish additional rules of procedures and guidelines for the chair.

Continue to work committee recorders and ex officio members to make sure they fully understand their role and how it relates to the Committee/Commissions.

### Alcohol Task Force

Met on May 15, the next meeting will be June 19.

### Document Preparation/ Research

Alcohol Task Force Meeting preparation.

Public Awareness Posts related to alcohol. Three posts have been created with the first being published on Friday, May 11.

Prepared an AM for Council to confirm the Council's contribution of \$5,000 in the FY 2019 budget for performances at the 4<sup>th</sup> of July event.

Review legal files and boxes with City Attorney.

Finalized an Ordinance placing the local option petition question on the October 2, Regular Election Ballot.

Reviewed the information related to the Osage public nuisance property and working with the Planning Department on a future abatement hearing.

Put all of the Action Memorandums on the website.

The City Clerk attended the Election Policy Working Group meetings in Anchorage the week of May 7<sup>th</sup>. The Working Group initially believed the blending of election processes to include mailed ballots with onsite and mail in options would be the best progression for the State. After this last meeting, based off of surveys conducted in Bethel, Dillingham and Kusilvak as well as the focus group conducted here in Bethel, the State will be reviewing their options further.

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# ***Executive Session***

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## *Additional Information*

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