



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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Regular City Council Meeting

Tuesday, June 12, 2018

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
Regularly Scheduled Meeting
June 12, 2018 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

Rick Robb
Mayor
Term Expires 2018
rrobb@cityofbethel.net

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

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

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

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

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

Brian Henry
Council Member
Term Expires 2018
bhenry@cityofbethel.net

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

Lori Strickler
City Clerk
543-1384
lstrickler@cityofbethel.net

Patty Burley
City Attorney

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PEOPLE TO BE HEARD – Five minutes per person**
- V. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
- VI. APPROVAL OF MEETING MINUTES**
 - a) *5-17-2018 Special City Council Meeting p.5
 - b) *5-22-2018 Regular City Council Meeting p.9
 - c) *5-24-2018 Special City Council Meeting p.18
 - d) *5-29-2018 Special City Council Meeting p.23
 - e) *5-31-2018 Special City Council Meeting p.29
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. SPECIAL ORDER OF BUSINESS**
- 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.38
 - b) Public Hearing of Budget Ordinance 17-28(m): Change To IT Dept. Other Professional Services (City Manager Williams) p.62
 - c) Public Hearing 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.66
 - d) Public Hearing 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.68
 - e) Public Hearing of Ordinance 18-12: Establishing A City Of Bethel Budget For Fiscal Year 2019 Beginning July 1, 2018 (City Manager Williams) p.86
 - f) Public Hearing 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. p.89
- X. NEW BUSINESS**
 - a) *Introduction Of Ordinance 18-13: Amending Bethel Municipal Code 5.08, Alcoholic Beverages To Require Licensed And Bonded Security Guards At All Establishments Selling Alcohol Other Than Beer And Wine (Council Member Albertson) p.93

Agenda posted on June 6, 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 26, 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
June 12, 2018 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

- b) *Introduction Of Budget Ordinance 17-28(p): Amending The Adopted Annual FY 2018 Budget- General Fund, Purchased Services/Other Professional Services, General Fund And Enterprise Fund Commercial Insurance (City Manager Williams) p.111
- c) *AM 18-43: Authorizing The City Attorney To Travel To Houston For The Annual IMLA Training (Mayor Robb) p.114
- d) AM 18-44: Direct Administration To Pursue The Development Of A Set Number Of Utility Crossings In Strategic Locations To Facilitate Installation Of Piped Water And Sewer To Residents (City Manager Williams) p.122
- e) AM 18-45: Direct Administration To Negotiate And Execute The Master Equipment Lease Purchase Agreement From The Lessor Community First National Bank That Will Allow The City To Purchase One Road Watering Truck (City Manager Williams) p.129
- f) AM 18-46: Authorize The City Manager To Negotiate And Execute A Contract Renewal With Health Fitness For An Additional Two (2) Years Of Professional Services Managing The Health Facility (City Manager Williams) p.149
- g) AM 18-47: Authorize The City Manager To Dispose Of City Property Via Sale Or Lease Pursuant To The Provisions Set Out In Bethel Municipal Code 04.08.030 (City Manager Williams) p.184
- h) AM 18-48: To Start The Process Of Declaring And Set A Possible Hearing Date To Address 220 Osage As A Nuisance Property (City Manager Williams) p.188
- i) AM 18-49: Direct Administration To Negotiate And Execute The Purchase Of Five Sewer Haul Trucks Per The Revised Scope Of Work For The USDA-RD Grant/Loan Funding The Sewer Lagoon Jetty Repair & Sewer Trucks (City Manager Williams) p.194
- j) *Personal Leave Request- City Clerk- June 22 and 25, 2018 (Mayor Robb)

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

Agenda posted on June 6, 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 26, 2018.**

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

Approval of the Meeting Minutes

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 17, 2018 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. PEOPLE TO BE HEARD

Ronda Sargent – Thanked the Council for their continued financial support for the University of Alaska 4H Program. Identified that there are a few years remaining in the University’s Lease Agreement for the Teen Center.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Williams
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"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams
Opposed:	-0

VI. UNFINISHED BUSINESS

Item A – Reviewing/Amending the Proposed Fiscal Year 2019 City of Bethel Budget.

Council Member Forbes arrived at the meeting.

Police Department 10-61

Main Motion :	Increase all budgets with the last line item 602, Gasoline, 621 Electricity and 623 Heating Fuel by 20%.
Moved by:	Williams
Seconded by:	Springer
Action:	Motion carries by a vote of 4-2
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson
Primary Amendment :	Insert 623 Heating Fuel.
Moved by:	Williams
Seconded by:	Springer
Action:	Motion carries by a vote of 4-2
In favor:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson
Main Motion:	Amend to insert Police Officer Lieutenant funding in the amount of \$99,000 and Police Officer II in the amount of \$68,000.
Moved by:	Springer
Seconded by:	
Action:	Motion does not carry due to a lack of a second
Main Motion:	Amend to strike the funding for Police Officer IV (Investigative Sergeant) in the amount of \$100,169 and insert \$100,169 under Police Lieutenant.
Moved by:	Springer
Seconded by:	Albertson
Action:	Motion does not carry by a vote of 3-3
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams
Opposed:	<input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson
Main Motion:	Amend to fund the risk manager position for a period of two months in the amount of \$12,000 under Administration 10-51-501.
Moved by:	Albertson
Seconded by:	Springer
Action:	Motion carries by a vote of 4-2
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Williams

Subsidiary Motion: Suspend the rules to hear from the Department Heads on this issue.

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

Primary Amendment: Amend 10-51-501 to include all of the associated Social Security and Medicare costs.

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

Primary Amendment: Amend to strike 1290 Part Time City Clerk Assistant in the amount of \$17,681.

Moved by: Williams
Seconded by: Watson
Action: Motion does not carry by a vote of 1-5
In favor: Williams
Opposed: Robb Watson Albertson Springer Forbes

Primary Amendment: Amend to strike \$12,000 under line item 10-61-698, Communications Tower.

Moved by: Watson
Seconded by:
Action: Motion does not carry due to a lack of a second.

Primary Amendment: Amend to strike \$320,000 under line item 10-61-698, Communications Tower.

Moved by: Springer
Seconded by: Williams
Action: Motion does not carry by a vote of 2-4
In favor: Williams Springer
Opposed: Forbes Albertson Robb Watson

Main Motion: Amend to strike \$93,198 under Assistant Finance Director and insert \$112,000

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

Main Motion: Amend Assistant Finance Director to include fringe benefits.

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

VII. ADJOURNMENT

Main Motion: Adjournment.

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

Council adjourned at 9:29 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on May 22, 2018 at 6:30 p.m., in the council chambers, Bethel, Alaska.

In the absence of the Mayor and Vice-Mayor, the City Clerk called the meeting to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Privileged Motion: Recess the Meeting until the Alcohol Beverage Control board meeting is over.

Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

Council went back on the record at 7:28 p.m.

Comprising a quorum of the Council, the following members were present:	
Mayor Rick Robb	Council Member Mark Springer
Vice-Mayor Fred Watson	Council Member Thor Williams

Council Member Leif Albertson	Council Member Mitchell Forbes
Members Absent:	
Also in attendance were the following:	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

IV. PEOPLE TO BE HEARD

Willy Keppel- Questioned why the Council is saying they can't afford to support things in the community when the funding for the Alcohol Tax is so plentiful. Suggested the Council allow all kids to go to the pool free.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Removal from Consent: Remove Introduction of Budget Ordinance 17-28 (n), and 17-28 (o), and Ordinance 18-12.

Moved by: Williams

Removal from Consent: Remove Introduction of Ordinance 18-11.

Moved by: Robb

Removal from Consent: Removal of IM 18-08.

Moved by: Albertson

VI. APPROVAL OF THE MEETING MINUTES

Item A – 5-8-2018 Regular Meeting Minutes
Passed on the Consent Agenda

Item B – 5-10-2018 Special Meeting Minutes
Passed on the Consent Agenda

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission –
No one available to provide a report.

Port Commission –

A meeting was scheduled for yesterday with a review of the budget to be discussed.

Planning Commission –

Reviewed chapter four of the Bethel Comprehensive Plan.

Parks, Recreation, Aquatic Health and Safety Center Committee –

Provided an update to the public on the 4th of July festivities.
Provided an update on the status of the Owl Park rework and the clean up of Pinky’s Park.
The Committee discovered the development site of Kasayuli Park is owned by YKHC.
The Committee is looking into options for the future of this park development.

Finance Committee -

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

Public Works Committee -

A meeting was held but no one available to provide a report.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Appreciation for Council Member Naim Shabani.

Item B – Healthfitness Monthly Report.

Item C – Appointment Of Qualified Individual To Fill City Council Vacancy, Term Ending October, 2018.

Main Motion:	Extend the City’s acceptance of letters of interest for the vacant seat until June 1.
Moved by:	Forbes
Seconded by:	Springer
Action:	Motion does not carry by a vote of 3-3
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams

Main Motion:	Postpone until May 29 Special Meeting.
Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 5-1
In favor:	<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:	<input checked="" type="checkbox"/> Robb

Item D – Appointment Of Council Representative To Committee and Commission.

Main Motion:	Postpone until May 29 Special Meeting.
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

IX. UNFINISHED BUSINESS

Item 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.

Mayor Robb opened the Public Hearing.

Willie Keppel – Spoke in opposition to the Ordinance.

Fritz Charles- Spoke in opposition to the Ordinance.

Gary Turner- Stated concerns with alcohol in the community of Bethel and is promoting sobriety in the community.

Mayor Robb closed the Public Hearing.

Main Motion:	Adopt Ordinance 18-10.
Moved by:	Albertson
Seconded by:	Forbes
Action:	Postponed
Primary Amendment:	Amend the title of the ordinance to "An Ordinance Amending Bethel Municipal Code 5.08, alcoholic beverages to institute a minimum price of \$40 per 750ml bottle of alcohol with an alcohol by volume percentage higher than 20% in the City of Bethel."
Moved by:	Forbes
Seconded by:	Springer
Action:	Motion does not carry by a vote of 2-4
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams
Secondary Amendment:	<p>Add to the amendment:</p> <ol style="list-style-type: none"> 1. Remove the word Prohibiting in line 45 and inserting "limiting." 2. Add a new whereas statement at line 47 "Whereas, raising hard liquor prices to the rough equivalent of the bootleg market would limit the amount of hard liquor being purchased for cheap, fast consumption." 3. Remove "prohibiting to sell" in line 48 and substitute "price floor on" and strike "containing ABV of 21% and higher" in line 50. 4. Add a new whereas statement at line 51 "Whereas, prohibiting the sale of alcoholic beverages with an alcohol by volume content of 21% or greater in

bottles with capacities larger than 750 ml will help curb the effects and problems of binge drinking and bootlegging.”

5. Strike lines 58-61.
6. Strike lines 73-75.
7. Add under line 326 “unless sold for \$40 or greater for a 750 ml bottle. Licensed premises are also prohibited from selling alcoholic beverages with an alcohol by volume content of 21% or greater in bottles with capacities larger than 750 ml.”

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

Main Motion: Postpone until the next regular meeting.

Moved by:	Springer
Seconded by:	Albertson
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 Budget Ordinance 17-28(m): Change To IT Dept. Other Professional Services.

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

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

Moved by:	Springer
Seconded by:	Forbes
Action:	Postponed

Main Motion: Suspend the rules to hear from the Finance Director.

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

Main Motion: Postpone until the next regular meeting.

Moved by:	Albertson
Seconded by:	Springer
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

X. NEW BUSINESS

Item 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.

Main Motion: Introduce Ordinance 18-11.

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

Item 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.

Main Motion: Introduce Budget Ordinance 17-28(n).

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

Primary Amendment: Amend the Budget Modification to insert all of the amendments to the budget through ordinance 17-28 (o).

Moved by: Williams
Seconded by: Watson
Action: Motion does not carry by a vote of 1-5
In favor: Williams
Opposed: Albertson Forbes Robb Watson Springer

Item C – Introduction of Ordinance 18-12: Establishing A City Of Bethel Budget For Fiscal Year 2019 Beginning July 1, 2018.

Main Motion: Introduce Ordinance 18-12.

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

Item 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.

Main Motion: Introduce Budget Ordinance 17-28(o).

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

Item 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.

Main Motion: Approve AM 18-38.

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

Item 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.

Main Motion: Approve AM 18-39.

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

Item 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.

Main Motion: Approve AM 18-40.

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

Item H – AM 18-41: Confirming The Council's \$5,000 Financial Allocation In The FY 2019 Budget For 4th Of July Stage Performance Payment.

Main Motion: Approve AM 18-41.

Moved by: Springer
Seconded by: Forbes
Action: Motion does not carry by a vote of 2-4
In favor: Springer Forbes
Opposed: Albertson Williams Robb Watson

Item 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.

Main Motion: Approve AM 18-42.

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

Item 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.

Item K – IM 18-08: Financial Reports For Nine Month Period Ending March 31, 2018.

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

Mayor Richard Robb –
Announced the dates for the scheduled budget meetings.
It is boating season, wished everyone a happy boating season.

Vice-Mayor Fred Watson –
No comment.

Council Member Leif Albertson –
Thanked everyone who came out to the Alcohol Beverage Control Board meeting to testify.

Council Member Mark Springer –

Thanked everyone who provide testimony today at the Alcohol Beverage Control Board.

Congratulated Chuck Herman on his graduation from Harvard.

Council Member Thor Williams–
Congratulated the BRHS graduates.

Encouraged people to wear their floatation devices on the river.

Council Member Mitchell Forbes–

Thanked everyone who came out to the Alcohol Beverage Control Board meeting to testify.

Thanked the Alcohol Beverage Control Board Members for coming to the meeting.

XV. ADJOURNMENT

Main Motion: Adjournment.

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:	∅

Council adjourned at 10:56 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 29, 2018 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. PEOPLE TO BE HEARD

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

Primary Amendment: Move the Executive Session to the next item on the agenda.

Moved by:	Springer
Seconded by:	Williams

Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

VI. EXECUTIVE SESSION

Item A- In Accordance With AS 44.62.310(c)1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Court House Leased Property Contract.

Main Motion:	Move into executive session In Accordance With AS 44.62.310(c)1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Court House Leased Property Contract.
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Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

VII. UNFINISHED BUSINESS

Item A – Reviewing/Amending the Proposed Fiscal Year 2019 City of Bethel Budget.

Main Motion:	Move into Committee of the Whole.
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Moved by:	Springer
Seconded by:	Forbes
Action:	Motion does not carry by a vote of 3-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams

Main Motion:	Adopt the City Clerk's Budget as presented.
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Moved by:	Williams
Seconded by:	Springer
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

Primary Amendment:	Amend 10-52-541 to strike \$19,000 and insert \$14,000.
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Moved by:	Springer
Seconded by:	Forbes
Action:	Motion does not carry by a vote of 2-2
In favor:	<input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Robb

Main Motion : Amend 10-53-649 to strike \$96,000 and insert \$65,165.

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 4-0
In favor: Robb Springer Williams Forbes
Opposed: -0

Primary Amendment: Amend to strike \$65,165 and insert \$71,934.

Moved by: Forbes
Seconded by: Williams
Action: Motion carries by a vote of 4-0
In favor: Robb Springer Williams Forbes
Opposed: -0

Main Motion: Approve Planning Department Budget.

Moved by: Williams
Seconded by: Forbes
Action: Motion does not carry by a vote of 2-2
In favor: Springer Forbes
Opposed: Williams Robb

Subsidiary Motion: Suspend the rules to hear from members of the public.

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 4-0
In favor: Robb Springer Williams Forbes
Opposed: -0

Primary Amendment: Amend 10-54-690 to strike \$30,000.

Moved by: Williams
Seconded by:
Action: Does not carry due to a lack of a second

Main Motion: Postpone.

Moved by: Springer
Seconded by: Forbes
Action: Motion does not carry by a vote of 1-3
In favor: Forbes
Opposed: Robb Springer Williams

Main Motion: Postpone.

Moved by: Springer
Seconded by: Forbes
Action: Motion does not carry by a vote of 3-1
In favor: Forbes Robb Springer

Opposed: Williams

Main Motion: Motion to adopt the Police Department Budget.

Moved by: Springer
Seconded by: Forbes
Action: Postponed

Primary Amendment: Amend 10-61-698 to strike 320,000.

Moved by: Springer
Seconded by: Forbes
Action: Motion does not carry by a vote of 3-1
In favor: Robb Springer Forbes
Opposed: Williams

Main Motion: Postpone.

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 4-0
In favor: Robb Springer Williams Forbes
Opposed: -0

Main Motion: Amend Revenue Line Item 401 to strike 6,355,000 and insert \$7,000,000.
Amend Revenue Line Item 408 to strike 776,000 and insert \$350,000.

Moved by: Williams
Seconded by: Springer
Action: Motion does not carry by a vote of 1-3
In favor: Williams
Opposed: Robb Springer Forbes

Main Motion: Adjourn.

Moved by: Williams
Seconded by: Forbes
Action: Motion does not carry by a vote of 2-2
In favor: Williams Forbes
Opposed: Robb Springer

Main Motion: Amend General Fund Revenue to strike 247,489 and insert \$193,551.

Moved by: Springer
Seconded by: Forbes
Action: Motion carries by a vote of 4-0
In favor: Robb Springer Williams Forbes
Opposed: -0

VIII. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Springer
Seconded by:	Forbes
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	-0

Council adjourned at 9:30 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 29, 2018 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
Mayor Rick Robb	Council Member Mark Springer (arrived at 6:34 p.m.)
Vice-Mayor Fred Watson	Council Member Thor Williams
Council Member Leif Albertson	Council Member Mitchell Forbes
Also in attendance were the following:	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

IV. PEOPLE TO BE HEARD

Mary Nanuwak- Warned the Council to listen without prejudgment. A public seat should not be provided to people who seek it for personal gain.
Does not understand how people who have been effected by alcohol and drugs can still support alcohol and drugs.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the 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

Primary Amendment: Remove the Executive Session from the Agenda.

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

VI. UNFINISHED BUSINESS

Item A – Appointment Of Qualified Individual To Fill City Council Vacancy, Term Ending October, 2018.

Main Motion: Nominate Mary Nanuwak.

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

Council Members asked the candidate questions.

Round one:

*Council Member Springer: M. Nanuwak
Council Member Albertson: M. Nanuwak
Council Member Forbes: 0
Council Member Williams: 0
Vice-Mayor Watson: 0
Mayor Robb: 0*

Round two:

*Council Member Springer: M. Nanuwak
Council Member Albertson: M. Nanuwak
Council Member Forbes: M. Nanuwak
Council Member Williams: 0
Vice-Mayor Watson: 0
Mayor Robb: 0*

Main Motion: Open up the acceptance of letters of interest until June 4 at 4:00 p.m.

Moved by: Williams
Seconded by: Watson
Action: Motion carries by a vote of 4-2

In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Williams <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer

Main Motion: Place the agenda item and the appointment of council representatives to commissions on the June 5th Special City Council Meeting.

Moved by:	Williams
Seconded by:	Watson
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"/> Williams <input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer
Opposed:	∅

Item B – Appointment Of Council Representative To Committee and Commission.
Postponed.

Item C – Public Hearing 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.

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

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

Moved by:	Springer
Seconded by:	Forbes
Action:	Postponed

Primary Amendment: Amend to include in the increases the additional PERS in the amount of \$21,010.

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:	∅

Main Motion: Postponed until the June 5th Meeting.

Moved by:	Williams
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:	∅

Main Motion: Postponed until the June 12th Meeting.

Moved by:	Watson
Seconded by:	Williams

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

Item D – Reviewing/Amending the Proposed Fiscal Year 2019 City of Bethel Budget.

Main Motion: Move into committee of the whole.

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

Main Motion: Move out of committee of the whole.

Moved by: Springer
Seconded by: Albertson
Action: Motion does not carry by a vote of 1-5
In favor: Springer
Opposed: Robb Watson Albertson Williams Forbes

Main Motion: Move out of committee of the whole.

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

Main Motion: Adopt the fire department budget 10-60.

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

Primary Amendment: Amend 10-60-501 to insert under FLSA OT \$49,000 and Callback OT \$44,000.

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

Main Motion: Adopt 10-54, Planning Department Budget.

Moved by: Springer
Seconded by: Forbes
Action: Postponed

Primary Amendment: Amend 10-54-649 to strike \$100,000 and insert \$50,000.

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

Primary Amendment: Amend 10-54-690 to strike \$30,000.

Moved by: Williams
Seconded by: Watson
Action: Postponed

Subsidiary Motion: Extend the meeting to 9:45 p.m.

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

Main Motion: Postpone.

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

Main Motion: Postpone planning budget.

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

Main Motion: Approve IT Budget 10-55.

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

Primary Amendment: Amend 10-55-649, Professional Services to strike \$175,000 and insert \$180,000.
Amend 10-55-721, Insurance to insert \$1,500.
Amend to 10-55-690, Capital Expenditures to strike \$30,000.

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

Main Motion: Adopt the police department budget was made at the May 24 Special Meeting.

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

Primary Amendment: Amend 10-61-698, Capital Expenditures Communications Tower to strike 320,000.

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

Main Motion: Amend 10-61-501 to Insert Police Investigator, PS4, Step F, \$74,327, Insert Police Officer PS3, Step (A-F), 65,000 with associated fringe.

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

VII. ADJOURNMENT

Main Motion: Adjournment.

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

Council adjourned at 9:41 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on May 31, 2018 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
Mayor Rick Robb	Council Member Mark Springer (arrived at 6:33 p.m.)
Vice-Mayor Fred Watson	Council Member Thor Williams
Council Member Leif Albertson	Council Member Mitchell Forbes
Members Absent:	
Also in attendance were the following:	
City Manager Pete Williams	City Clerk Lori Strickler
City Attorney Patty Burley	

IV. PEOPLE TO BE HEARD

Theresa Quiner- Spoke in favor of the Consortium Library Funding under Community Services.

Bethany Nicholson- Spoke in favor of the Consortium Library Funding under Community Services.

Tabitha Prince- Spoke in favor of the Consortium Library Funding under Community Services.

Natalie Nicholson- Spoke in favor of the Consortium Library Funding under Community Services.

Enoch Cai- Spoke in favor of the Consortium Library Funding under Community Services.

Melina Carl- Spoke in favor of the Consortium Library Funding under Community Services.

Mildred Prince - Spoke in favor of the Consortium Library Funding under Community Services.

V. APPROVAL OF AGENDA

Main Motion: Approve the 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

VI. UNFINISHED BUSINESS

Item A – Reviewing/Amending the Proposed Fiscal Year 2019 City of Bethel Budget.

Main Motion: Move into Committee of the Whole.

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

Council Member Albertson declared a conflict of interest because of his position as a chair for the faculty who facilitate 4H.

Mayor Robb rules that Council Member Albertson has a conflict of interest.

Main Motion: Come out of Committee of the whole.

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

Main Motion: Motion to Amend 10-54-690, Planning Department Capital Expenditures Pick Up Truck to strike \$30,000 was made on May 29 Special Meeting.

Moved by:	Williams
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Seconded by:	Watson
Action:	Motion does not carry by a vote of 3-3
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Williams
Opposed:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Main Motion:	Motion Adopt 10-54, Planning Department Budget was made at the May 29 Special Meeting.
Moved by:	Williams
Seconded by:	Watson
Action:	Motion does not carry by a vote of 3-3
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Williams
Main Motion:	Amend 10-51-649, Administration Professional Services to insert \$50,000.
Moved by:	Williams
Seconded by:	Springer
Action:	Motion carries by a vote of 5-1
In favor:	<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:	<input checked="" type="checkbox"/> Robb
Main Motion:	Amend 10-54-649, Planning Department Professional Services to strike \$100,000 and insert \$50,000.
Moved by:	Williams
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
Main Motion:	Extend the meeting to 9:45 p.m.
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
Main Motion:	Approve the City Attorneys Budget.
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
Main Motion:	Approve the Public Works Admin Budget 10-65.
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
Primary Amendment:	Amend 10-65 Personnel Admin. Assistant to reflect the same allocations as the Public Works Director.
Moved by:	Forbes
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
Main Motion:	Approve the Public Works Streets and Roads.
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"/> Forbes <input checked="" type="checkbox"/> Williams
Opposed:	∅
Primary Amendment:	Amend 10-66-775, Public Works Streets and Roads Project Expenditures, Delta Cottages- Tundra Ridge to strike \$157,200.
Moved by:	Springer
Seconded by:	Albertson
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Forbes <input checked="" type="checkbox"/> Williams
Opposed:	∅
Main Motion:	Approve the Community Service Budget.
Moved by:	Williams
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:	-∅
Main Motion:	Amend 10-72 760, Community Action Grant to strike \$168,000 and insert \$15,000.
Moved by:	Williams
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:	-∅
Main Motion:	Amend 10-70-69X Veteran's Cemetery to strike Veteran's Cemetery and insert Cemeteries.
Moved by:	Forbes
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:	-∅

Amend General Fund Revenues 408, Alcohol Tax to strike \$776,000 and insert \$100,000.

Main Motion:

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

Amend General Fund Revenues 451, Taxi Permit to strike \$197,000 and insert \$160,000.

Main Motion:

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

Amend General Fund Revenues, 475 Insurance Recovery Costs in the amount of \$26,000.

Main Motion:

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

VII. ADJOURNMENT

Main Motion: Adjournment.

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

Council adjourned at 9:38 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees



City of Bethel Police Dept.

PO Box 809
Bethel, AK 99559
Office| 543-3781 Fax| 543-5086

PUBLIC NOTICE
REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Wednesday, June 6th, 2018 –6:30 p.m.
300 STATE HIGHWAY – CITY COUNCIL CHAMBERS
AGENDA

Members

Eileen Henrikson
Chair

Jared Karr
Vice Chair

Naim Shabani
Council Representative

Julene Webber

Mary Weiss

Joan Dewey

Monroe Tyler

Mary Nanuwak
Alternate

Ex-Officio Members

Burke Waldron
Chief of Police

William Howell III
Fire Chief

Jesslyn McGowan
Recorder

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF
May 2, 2018
- VI. UNFINISHED BUSINESS
 - A. Update on Transportation Planning (City Manager)
- VII. NEW BUSINESS
 - A. Commissions Acceptance of Resignation and Declaring Seat Vacant per BMC
Code 2.52.070
 - B. Commission Guidelines and Standards for Meeting Conduct (*Eileen Henrikson*)
 - C. Move July Meeting to a New Date (*Eileen Henrikson*)
 - D. Update on Tracking Cellphone calls to 911 (*Chief Waldron*)
 - E. Markers around Pinky's Park to Help Solve Problem of Reporting Locations
within the Park
 - F. Ordinance for Addresses (*Chief Howell*)
- VIII. CHIEFS' COMMENTS
 - Fire Chief
 - Chief of Police
- IX. TRANSPORTATION INSPECTOR'S REPORT
- X. COUNCIL REPRESENTATIVE'S COMMENTS
- XI. COMMISSION MEMBER'S COMMENTS
- XII. ADJOURNMENT

Jesslyn McGowan

Jesslyn McGowan, Recorder

POSTED on May 30, 2018

POST OFFICE, AC QUICKSTOP, CORINA'S CASE LOT, CITY HALL, & POLICE DEPT.

Next Public Safety and Transportation Commission Meeting will be **July 4, 2018.**

Special Order of Business

Unfinished Business

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 Chapter 5.08

94 ALCOHOLIC BEVERAGES

95 Sections:

- 96 5.08.010 Definitions.
- 97 5.08.020 Procedure for administrative review of license applications.
- 98 5.08.030 City council review of license.
- 99 5.08.040 Council action on liquor license applications.
- 100 5.08.050 Recordkeeping required of all sellers.
- 101 5.08.060 Conditional use permit required.
- 102 5.08.070 Licensee responsible for employees' actions on premises.
- 103 5.08.080 Hours and days of operation.
- 104 5.08.090 Obligation to enforce restrictions within licensed premises.
- 105 5.08.100 Alcohol server training course requirement.
- 106 5.08.110 Operation of licensed premises.
- 107 5.08.120 Restrictions on purchase and sale of alcoholic beverages.
- 108 5.08.130 Sale to intoxicated persons.
- 109 5.08.140 Eviction of patrons.
- 110 5.08.150 Open container.
- 111 5.08.160 Transportation of alcohol.
- 112 5.08.170 Inspection of premises.
- 113 5.08.180 Access for enforcement.
- 114 5.08.190 Alcohol offenses.
- 115 5.08.200 Penalties.

116 **5.08.010 Definitions.**

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

121
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

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
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)(12)	No	\$300
Failure to provide access to means of public transportation to patrons or to arrange for transportation off premises	5.08.110(B)(23)	No	\$500
Failure to properly post signs	5.08.110(B)(34), (6), (7)	No	\$250
Failure to have nonalcoholic drinks available	5.08.110(B)(45)	No	\$150
Failure to submit an alcoholic beverage compliance form upon request	5.08.110(B)(56)	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>

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
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

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
			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):

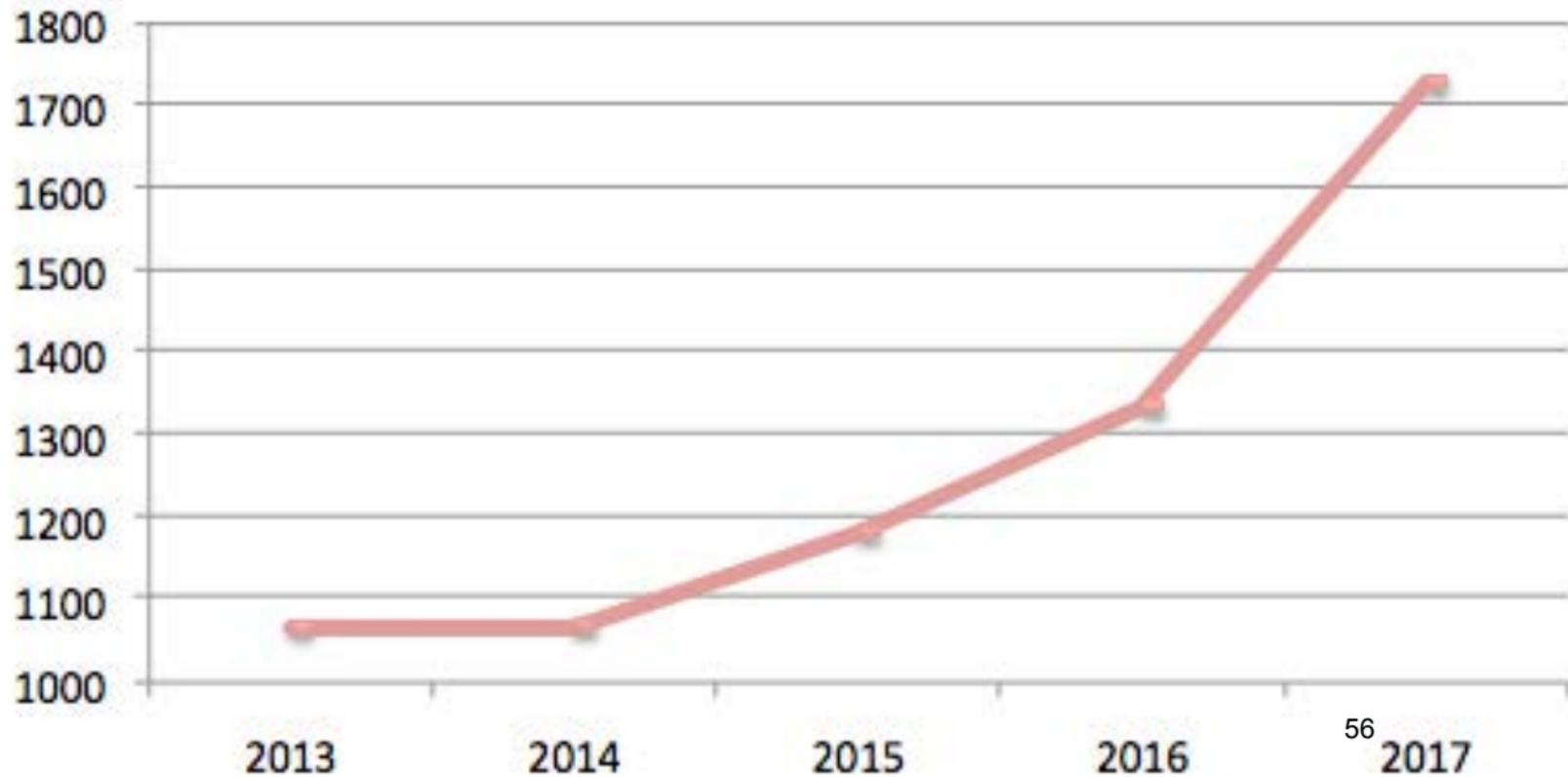
SECTION 3. Effective date. This ordinance shall become effective June 15, 2018 after passage by the Bethel City Council.

ATTEST:

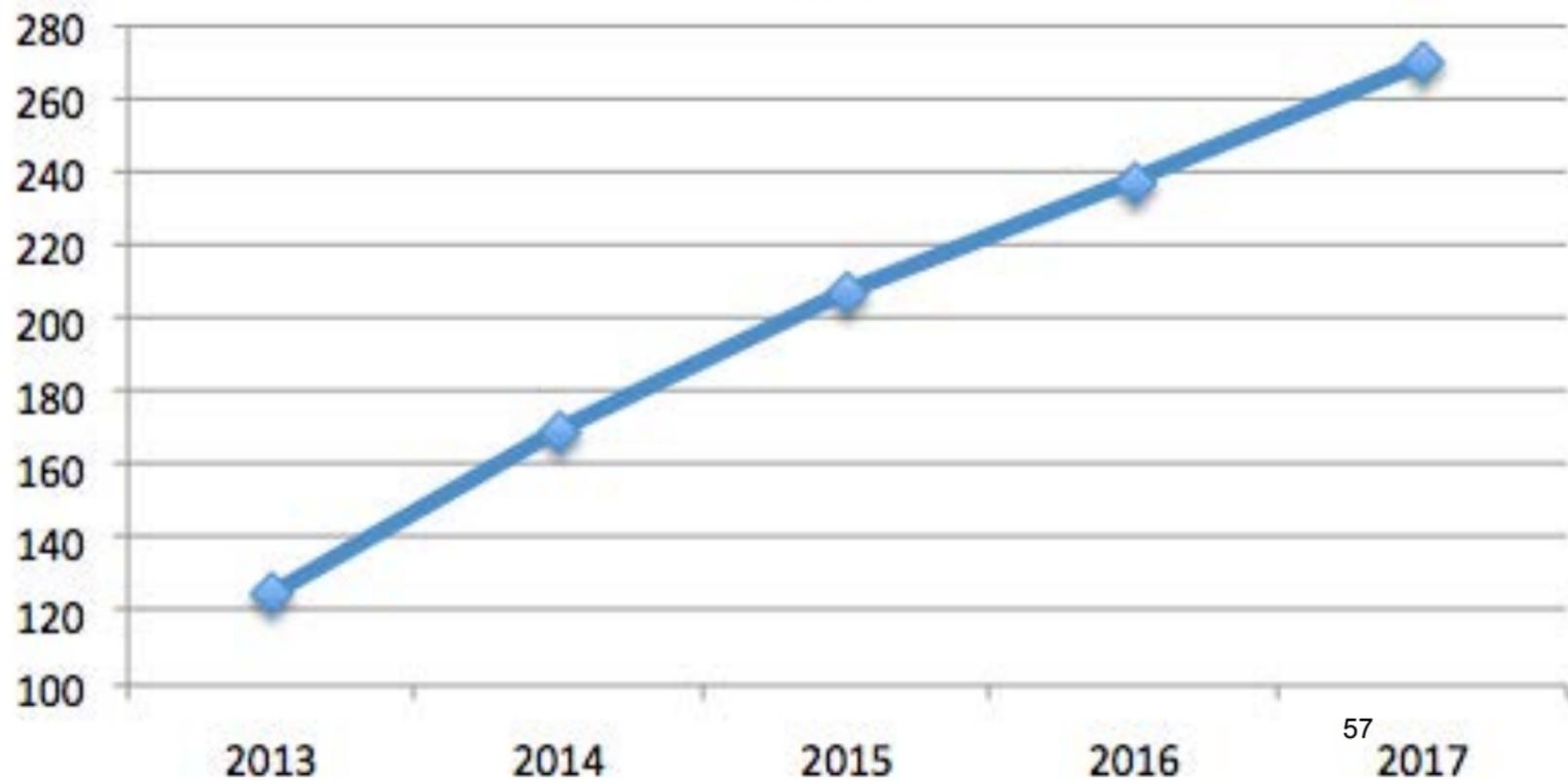
 Richard Robb, Mayor

 Lori Strickler, City Clerk

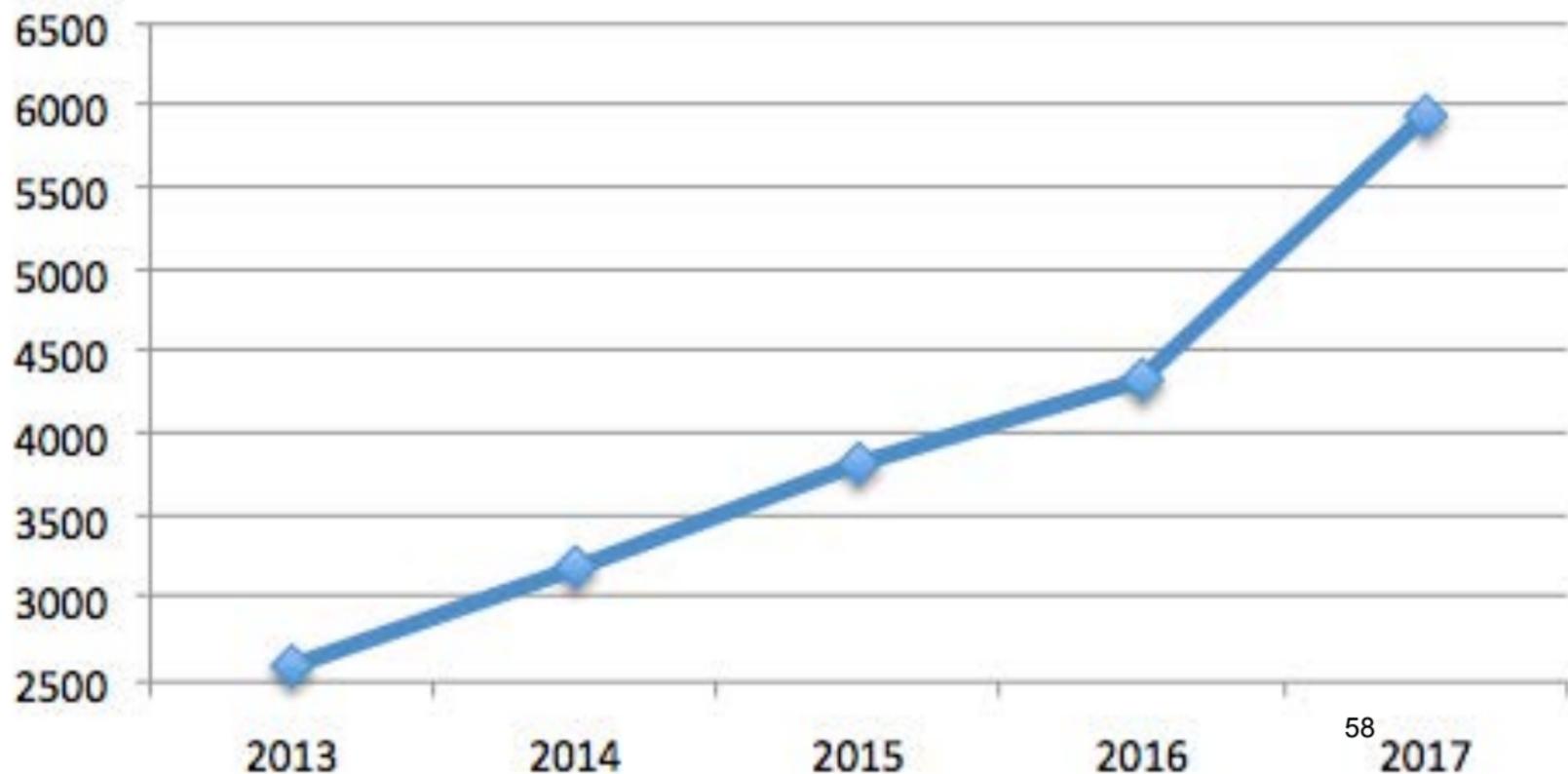
Total EMS Calls



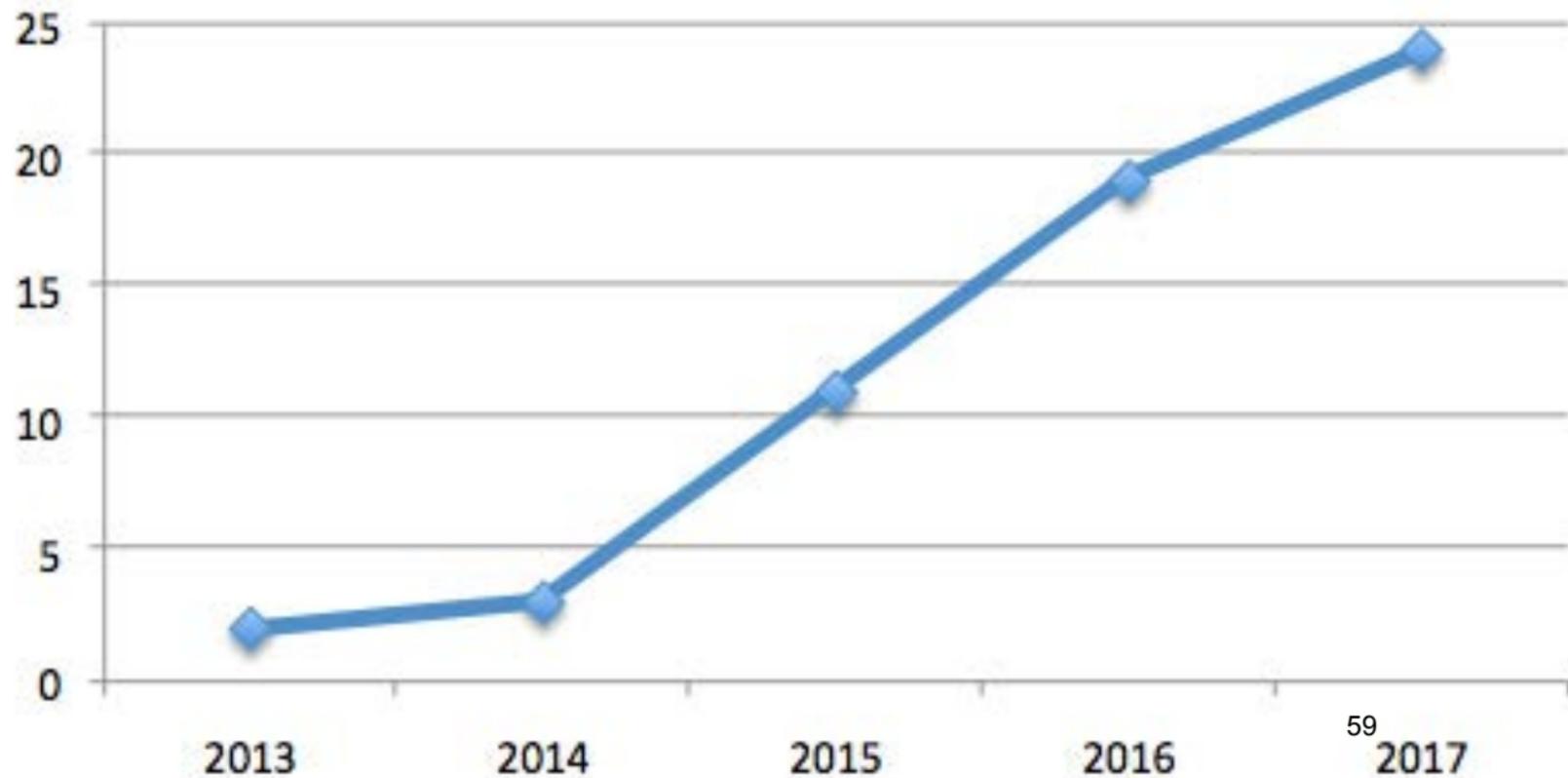
DUI



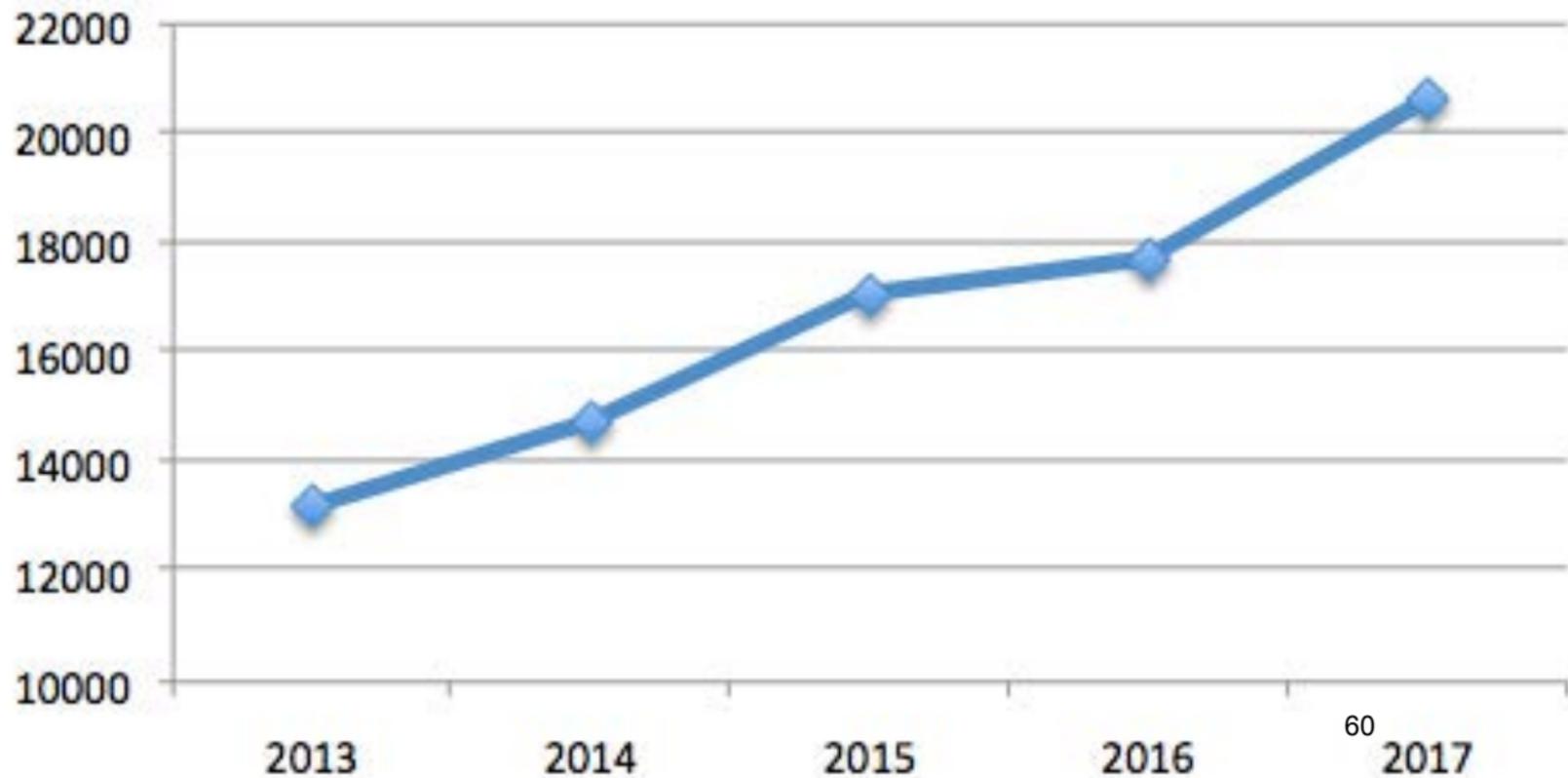
Intoxicated Pedestrians



Death Investigations



Total Number of Police Calls



Proposed Amendments to Ordinance # 18-10
Councilmember Mitchell Forbes

May 22, 2018

Amendment 1

Change the title of the ordinance to "An ordinance amending Bethel Municipal Code 5.08, alcoholic beverages to institute a minimum price of \$40 per 750ml bottle of alcohol with an alcohol by volume percentage higher than 20% in the City of Bethel."

Amendment 2

Remove the word "prohibiting" in line 45 and substitute "limiting."

Amendment 3

Add a new whereas statement at line 47 to say, "Whereas, raising hard liquor prices to the rough equivalent of the bootleg market would limit the amount of hard liquor being purchased for cheap, fast consumption."

Amendment 4

Remove "prohibition to sell" in line 48 and substitute "price floor on" and strike "containing ABV of 21% and higher" in line 50.

Amendment 5

Add a new whereas statement at line 51 to say, "Whereas, prohibiting the sale of alcoholic beverages with an alcohol by volume content of 21% or greater in bottles with capacities larger than 750 ml will help curb the effects and problems of binge drinking and bootlegging."

Amendment 6

Strike lines 58-61.

Amendment 7

Strike lines 73-75.

Amendment 8

Add "unless sold for \$40 or greater for a 750 ml bottle. Licensed premises are also prohibited from selling alcoholic beverages with an alcohol by volume content of 21% or greater in bottles with capacities larger than 750 ml."

Introduced by: Peter Williams, City Manager
 Introduction Date: May 8, 2018
 Public Hearing: May 22, 2018
 June 12, 2018
 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

Increases		
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	50,000
Decreases		
10-55-732	Equipment Rental Fund	35,000
10-55-668	Software/Support Fund	20,000
	Total Decreases	55,000
TOTAL	Net Change to IT DEPARTMENT Fund Appropriations	

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

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

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

TOTAL CHANGE TO OVERALL CITY BUDGET

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

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

Suggested amendments to Ordinance # 17-28 (m) from I.T. department

Amendment #1: Account # 10-55-649 "other Professional Services": Strike \$50,000, insert \$60,000.

Amendment #2: Account # 10-55-732 "Equipment Rental ": Strike \$35,000, insert \$40,000.

The NET result is a line item transfer increasing "Other Professional Services" by \$10,000 and decreasing Equipment Rental by \$5,000.

The combined Budget Modification increases Professional Services by \$60,000, and decreases Equipment Rental by \$40,000 and Decreases Software/Support by \$20,000.

Information Technology Department

Change to GENERAL FUND, I.T. DEPARTMENT

ACCOUNT #	Increases	ORIGINAL	SUGGESTED AMENDMENT
10-55-649	OTHER PROFESSIONAL SERVICES	50,000	60,000
	Total Increases	50,000	60,000
	Decreases		
10-55-668	SOFTWARE/SUPPORT	(20,000)	(20,000)
10-55-732	EQUIPMENT RENTAL	(35,000)	(40,000)
	Total Decreases	(55,000)	(60,000)
	TOTAL	(5,000)	0

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.

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	6,000
	Decreases	
10-51-733	POSTAGE	(6,000)
	Total Decreases	(6,000)
	TOTAL	0

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	6,259
	Decreases	
10-512-541	COUNCIL TRAVEL AND TRAINING	(6,259)

	Total Decreases	(6,259)
	TOTAL	0

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS	
	Total Increases	0
	Total Decreases	0
	Cumulative Change to APPROPRIATIONS	0

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

TOTAL CHANGE TO OVERALL CITY BUDGET

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

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 18th 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[®] Precinct Scanner firmware licensed to the Customer by Dominion and any associated documentation.
- 2.3. "Dominion Hardware" means the ImageCast[®] Precinct Scanner (or "ICP"), the ImageCast[®] 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 18th 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
Precinct Tabulation Hardware & Software			
ICP BMD Audio Tabulator (320C)	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>			
ICP Ballot Box - Plastic	2	\$1,000	\$2,000
Sub-Total:			\$11,000
Implementation Services			
Year 1 fees:			
<i>Project Management & 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

Accessories and Consumables

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

Shipping Services

Estimated Shipping	\$1,526
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Sub-Total: \$1,526

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

Sub-Total: \$15,820

Ongoing Annual Fees:

Firmware Licenses Per Year			
ICP	2	\$228	\$456
Extended Warranty Per Year			
ICP	2	\$135	\$270

Sub-Total: \$726

Managed Services Program - Annual Fee:	\$6,437
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Managed Services Program - Total Cost of Ownership (8 Years)	\$51,494
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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[®] and ImageCast[®] 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)
TOTAL GENERAL FUND - OPERATING	\$	9,304,797

General Fund - Project Expenditures

Streets & Roads	\$	616,400
TOTAL GENERAL FUND - PROJECTS	\$	616,400

General Fund - Payments on Debt

Fire	\$	71,071
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Streets & Roads	\$	27,356
TOTAL GENERAL FUND - PAYMENTS ON DEBT	\$	98,427
General Fund - Capital Expenditures		
Planning	\$	110,000
Police	\$	370,000
Property Maintenance	\$	68,000
TOTAL GENERAL FUND - CAPITAL EXPENDITURES	\$	548,000
General Fund - Transfers		
Transfers To - YKRH Aquatic Center	\$	561,917
Transfers To - Transit	\$	155,315
TOTAL GENERAL FUND - Transfers	\$	717,232
TOTAL GENERAL FUND	\$	11,186,428

Special Revenue Funds		
CSP	\$	289,669
E-911 Services	\$	144,172
TOTAL SPECIAL REVENUE FUNDS	\$	433,841

Capital Project Funds		
Park Development Fund	\$	103,552
Institutional Corridor	\$	300,000
TOTAL CAPITAL PROJECT FUNDS	\$	403,552

Enterprise Fund-YK Regional Health & Aquatic Center		
YK H&F Center	\$	1,550,238
Capital Expenditures	\$	30,000
TOTAL ENTERPRISE FUND-YK Regional Pool	\$	1,550,238

Enterprise Fund-Solid Waste		
Hauled Refuse	\$	406,291
Landfill Operations	\$	510,992
Capital Expenditures	\$	110,000
TOTAL ENTERPRISE FUND-SOLID WASTE	\$	1,027,283

Enterprise Fund-Water & Sewer		
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

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

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

Introduced by: Peter Williams, City Manager
 Introduction Date: May 22, 2018
 Public Hearing: May 29, 2018
 June 12, 2018
 Action:
 Vote:

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

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		PERS	TOTAL
10-51-501	SALARIES	2,500		2,500
10-53-501	SALARIES	4,000		4,000
10-54-501	SALARIES	1,100		1,100
10-60-501	SALARIES	4,400		4,400
10-61-501	SALARIES	30,000		30,000
10-65-501	SALARIES	200		200
10-66-501	SALARIES	8,700		8,700
10-70-501	SALARIES	2,500		2,500
10-51-518	PERS		550	550
10-53-518	PERS		880	880
10-54-518	PERS		242	242
10-60-518	PERS		968	968
10-61-518	PERS		6600	6,600
10-65-518	PERS		44	44
10-66-518	PERS		1914	1,914
	Total Increases	53,400	11,198	64,598
	Decreases			
10-10100	CASH IN COMBINED FUND	(53,400)	(11,198)	(64,598)
	Total Decreases	(53,400)	(11,198)	(64,598)
	TOTAL	0	0	0

TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS				
	Total Increases	53,400	11,198	64,598
	Total Decreases	0	0	0
	Cumulative Change to APPROPRIATIONS	53,400	11,198	64,598

TOTAL CHANGE TO GENERAL FUND BALANCE				
	Change to General Fund Revenues	0	0	0
	Change to General Fund Appropriations	53,400	11,198	64,598
	Cumulative Increase/Decrease to Fund Balance	(53,400)	(11,198)	(64,598)

SOLID WASTE ENTERPRISE APPROPRIATIONS

CHANGE TO LANDFILL OPERATIONS DEPARTMENT

ACCOUNT #	Increases			
50-71-501	SALARIES	3,400		3,400
50-71-518	PERS		748	748
	Total Increases	3,400	748	4,148
Decreases				
50-10100	CASH IN COMBINED FUND	(3,400)	(748)	(4,148)
	Total Decreases	(3,400)	(748)	(4,148)
	TOTAL	0	0	0

TOTAL CHANGE TO SOLID WASTE FUND APPROPRIATIONS				
	Total Increases	3,400	748	4,148
	Total Decreases	0	0	0
	TOTAL	3,400	748	4,148

TOTAL CHANGE TO SOLID WASTE FUND BALANCE				
	Change to Solid Waste Fund Revenues	0	0	0
	Change to Solid Waste Fund Appropriations	3,400	748	4,148
	Cumulative Increase/Decrease to Fund Balance	(3,400)	(748)	(4,148)

WATER & SEWER ENTERPRISE FUND

CHANGE TO WATER & SEWER DEPARTMENTS

ACCOUNT #	Increases			
51-81-501	SALARIES - H WATER	7,700		7,700
51-82-501	SALARIES - PIPED WATER	2,500		2,500
51-83-501	SALARIES - B HEIGHTS - WTP	900		900
51-84-501	SALARIES - CITY SUB - WTP	3,100		3,100
51-85-501	SALARIES - H SEWER	12,100		12,100
51-86-501	SALARIES - PIPED SEWER	2,500		2,500
51-87-501	SALARIES - SWR LAGOON	600		600
51-81-518	PERS		1,694	1,694
51-81-518	PERS		550	550
51-81-518	PERS		198	198
51-81-518	PERS		682	682
51-81-518	PERS		2,662	2,662
51-81-518	PERS		550	550
51-81-518	PERS		132	132
	Total Increases	29,400	6,468	35,868
Decreases				
51-10100	CASH IN COMBINED FUND	(29,400)	(6,468)	(35,868)
	Total Decreases	(29,400)	(6,468)	(35,868)
	TOTAL	0	0	0

TOTAL CHANGE TO WATER & SEWER FUND APPROPRIATIONS				
	Total Increases	29,400	6,468	35,868
	Total Decreases	0	0	0
	TOTAL	29,400	6,468	35,868

TOTAL CHANGE TO WATER & SEWER FUND BALANCE				
	Change to Water & Sewer Fund Revenues	0	0	0
	Change to Water & Sewer Fund Appropriations	29,400	6,468	35,868
	Cumulative Increase/Decrease to Fund Balance	(29,400)	(6,468)	(35,868)

PORT ENTERPRISE FUND

CHANGE TO PORT DEPARTMENTS

ACCOUNT #	Increases			
52-50-501	SALARIES	1,100		1,100
52-50-518	PERS		242	242
	Total Increases	1,100	242	1,342
Decreases				
52-10100	CASH IN COMBINED FUND	(1,100)	(242)	(1,342)
	Total Decreases	(1,100)	(242)	(1,342)
	TOTAL	0	0	0

TOTAL CHANGE TO PORT FUND APPROPRIATIONS				
	Total Increases	1,100	242	1,342
	Total Decreases	0	0	0
	TOTAL	1,100	242	1,342

	TOTAL CHANGE TO PORT FUND BALANCE			
	Change to Port Fund Revenues	0	0	0
	Change to Port Fund Appropriations	1,100	242	1,342
	Cumulative Increase/Decrease to Fund Balance	(1,100)	(242)	(1,342)

TRANSIT ENTERPRISE FUND

CHANGE TO TRANSIT DEPARTMENT

ACCOUNT #	Increases			
56-50-501	SALARIES	3,100		3,100
56-50-518	PERS		682	682
	Total Increases	3,100	682	3,782
	Decreases			
56-10100	CASH IN COMBINED FUND	(3,100)	(682)	(3,782)
	Total Decreases	(3,100)	(682)	(3,782)
	TOTAL	0	0	0

	TOTAL CHANGE TO TRANSIT FUND APPROPRIATIONS			
	Total Increases	3,100	682	3,782
	Total Decreases	0	0	0
	TOTAL	3,100	682	3,782

	TOTAL CHANGE TO TRANSIT FUND BALANCE			
	Change to Transit Fund Revenues	0	0	0
	Change to Transit Fund Appropriations	3,100	682	3,782
	Cumulative Increase/Decrease to Fund Balance	(3,100)	(682)	(3,782)

V&E FUND

CHANGE TO V&E DEPARTMENT

ACCOUNT #	Increases			
57-50-501	SALARIES	5,100		5,100
57-50-518	PERS		1,122	1,122
	Total Increases	5,100	1,122	6,222
	Decreases			
57-10100	CASH IN COMBINED FUND	(5,100)	(1,122)	(6,222)
	Total Decreases	(5,100)	(1,122)	(6,222)
	TOTAL	0	0	0

	TOTAL CHANGE TO V&E FUND APPROPRIATIONS			
	Total Increases	5,100	1,122	6,222
	Total Decreases	0	0	0
	TOTAL	5,100	1,122	6,222

	TOTAL CHANGE TO V&E FUND BALANCE			
	Change to V&E Fund Revenues	0	0	0
	Change to V&E Fund Appropriations	5,100	1,122	6,222
	Cumulative Increase/Decrease to Fund Balance	(5,100)	(1,122)	(6,222)

TOTAL CHANGE TO OVERALL CITY BUDGET

	Change to Revenues Increase/(Decrease)	0	0	0
	Change to Appropriations Increase/(Decrease)	95,500	20,460	115,960
	These changes INCREASE ↑ the overall expenditures/expenses of the City by	95,500	20,460	115,960

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

New Business

CITY OF BETHEL, ALASKA

Ordinance # 18-13

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE 5.08, ALCOHOLIC BEVERAGES TO REQUIRE LICENSED AND BONDED SECURITY GUARDS AT ALL ESTABLISHMENTS SELLING ALCOHOL OTHER THAN BEER AND WINE

- WHEREAS,** State law provides the City authority to regulate alcohol sales within the City's jurisdiction;
- WHEREAS,** going into the third year of alcohol sales, the City of Bethel has seen the impact which the sale of hard alcohol has had on our police, fire, EMT's and all associated first responders;
- WHEREAS,** between 2015 (when sales were not legal) and 2017 (when sales were legal) the Police Department's total calls for service increased by 19% between 2015 and 2017;
- WHEREAS,** during that same timeframe, the Fire Department's Emergency Medical Services total calls for service in the community increased by 38%;
- 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 has noted that most of the increased calls for service center in or around the package stores selling the alcohol;
- WHEREAS,** such companies should not be allowed to simply profit from the sales without demonstrating a heightened level of responsibility for preventing many of the issues and calls for service which their business generates;
- WHEREAS,** by requiring businesses that sell hard alcohol to monitor their own premises, many of the issues that occur in their parking lots and inside their premises can be dealt with early and before they get to the level of requiring police and/or EMT services;

Chapter 5.08

ALCOHOLIC BEVERAGES

Sections:

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

5.08.010 Definitions.

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

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

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

D. "Licensed premises" means any or all designated portions of a building or structure, rooms or enclosures in the building or structure, or real estate leased, used, controlled,

or operated by a licensee in the conduct of business for which the licensee is licensed by the ABC Board and the city at the specific address for which the license is issued.

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

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

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

H. "Security Guard" means an individual licensed and bonded pursuant to AS 18.65.400-.490.

5.08.020 Procedure for administrative review of license applications.

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

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

1. To the planning director or their designee to determine if the applicant has complied with the conditional use provision of the Bethel Municipal Code;
2. To the finance director or their designee to determine whether the licensee or license transferee is delinquent in paying to the city any tax, assessment, business license fee, or fee or charge for utility service for the business and/or affiliate (as defined in 3 AAC 304.990) that operates or will operate, under the liquor license.
3. To the police and fire chiefs to determine whether, in their opinion, there have been excessive calls for service, excessive numbers of convictions or arrests for unlawful activity at the license location, police or ambulance reports, reports of unlawful activity at the license location, or police, fire or ambulance dispatches to the license location.

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

D. The city manager shall provide a written report to the city council, with a copy to the applicant, listing any objections to the Board's issuance of the application. The city

manager's report is due within twenty (20) days after the date of receipt of notice from the city clerk.

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

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

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

5.08.030 City council review of license.

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

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

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

C. Actual law enforcement problems with supporting data;

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

E. The adequacy of parking facilities;

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

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

H. The degree of control the licensee has or proposes to have over the conduct of the licensed business. In determining the applicant's demonstrated ability to maintain order and prevent unlawful conduct, the city council may consider police reports, the appearance of a readily identifiable pattern or practice of recurring violent acts or unlawful conduct on the licensed premises, testimony presented before the council, written comments, or other evidence deemed to be reliable and relevant to the purpose of this subsection;

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

- J. The proximity to a school or alcohol inpatient or outpatient treatment;
- K. Any history of convictions of the applicants and affiliates of the applicants for:
 - 1. Any violation of AS Title 4;
- L. Any other factor the city council determines is relevant to a particular application.

5.08.040 Council action on liquor license applications.

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

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

- 1. A copy of the proposed resolution; and
- 2. Notice of the date and time when council will consider the resolution; and
- 3. Notice the applicant will have an opportunity, pursuant to 3 AAC 304.145(d), to appear before the council to defend the application.

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

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

- 1. Pass the resolution protesting to the Board the issuance, transfer or renewal of the liquor license application; or
- 2. Recommend the license be approved with conditions; or
- 3. Take no action on the application.

5.08.050 Recordkeeping required of all sellers.

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

B. "Suitable records of all sales made" as used in subsection A of this section shall mean at a minimum a daily "Z" or "Z-total" report or equivalent (a "Z" or "Z-total" report is the report generated by the cash register at the end of each business day, which

calculates, at least, the totals for each department key, total sales and total receipts – although some cash registers have more detailed “Z” or “Z-total” reports). Whatever records are kept must reflect the total daily purchases of taxable items. If no taxable sales are made on a business day, the records kept shall so reflect “zero” sales on that day. Records must also be kept to substantiate any claimed deductions or exclusions authorized by law. Records may be written, stored on data processing equipment or may be in any form that the city may readily examine.

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

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

1. The books of accounts ordinarily maintained by a prudent business person. Records and accounting information stored on computers must be provided to the city in a readable form when requested by the city.
2. Documents of original entry such as original source documents, pre-numbered sequential source documents, pre-numbered sequential receipts, cash register tapes, sales journals, invoices, job orders, contracts, or other documents of original entry that support the entries in the books of accounts.
3. All schedules or working papers used to prepare gross and taxable sales results, including receipts or invoices showing exempt sales.

E. Records must show:

1. Gross receipts and amounts due from all taxable and exempt sales; and
2. The total purchase price of all goods and other property purchased for sale, resale, consumption, or lease.

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

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

5.08.060 Conditional use permit required.

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

5.08.070 Licensee responsible for employees' actions on premises.

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

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

5.08.080 Hours and days of operation.

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

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

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

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

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

5.08.090 Obligation to enforce restrictions within licensed premises.

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

5.08.100 Alcohol server training course requirement.

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

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

5.08.110 Operation of licensed premises.

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

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

1. Happy Hours. The city adopts AS 04.16.015, Pricing and marketing of alcoholic beverages.
2. Public Transportation. Licensees shall make available to their patrons access to means of public transportation or permit patrons to make arrangements for transportation off the premises.
3. Notice of Penalties. Operators shall place, at conspicuous locations within licensed premises, a clear and legible sign describing applicable penalties for driving under the influence, and for service or sale of alcoholic beverages to minors or intoxicated persons.
4. Availability of Nonalcoholic Drinks. Operators shall have nonalcoholic drinks available for their patrons.
5. Compliance Determination. In order to determine whether applicants seeking the issuance, renewal or transfer of alcoholic beverage licenses have complied with the provisions of this chapter, applicants shall, at the request of the city, submit to the city manager (or their designee) an alcoholic beverage licensee compliance form. Upon request, operators shall also provide the city manager with certificates from all current employees demonstrating that those employees have successfully completed a liquor service awareness training program such as the program for techniques in alcohol management (T.A.M.) as approved by the Board.

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

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

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

C. Mandatory Identification Check in the Retail Sale of Alcoholic Beverages. Licensee or licensee's employee or agent shall require any purchaser (and anyone accompanying the purchaser) of alcoholic beverages to produce a current government-issued identification with birth date and photograph for identification check prior to any on-premises sale. The purpose of the identification check is to verify age and eligibility to purchase alcoholic beverages. Failure to conduct the mandatory identification check required by this section is a violation of code and the licensee or licensee's employee or agent failing to conduct the mandatory identification check shall be subject to the civil penalty provisions of this chapter. For purposes of mandatory identification check required by this section:

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

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

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

D. Security Personnel.

1. Each premises licensed under AS 04.11.090, Beverage dispensary license, shall employ at least one (1) person who shall be on duty between 8:00 p.m. and the closing hour of the licensed premises. This person shall not be the bartender on duty, and shall be on duty for the express purpose of maintaining order within the establishment and assuring compliance, by the clientele, with the provisions of this chapter.
2. Each premise licensed under AS 04.11.150, Package Store license, shall have at least two (2) uniformed security guards on duty during all times which the premises are open for business. Security guards shall be trained in CPR and shall be responsible for patrolling both the inside and the outside of the premises. At no time may the premises be open for business without at least two (2) security guards present.

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

1. All premises licensed under AS 04.11.150 (Package Store license) and AS 04.11.090 (Beverage Dispensary License) shall install and properly maintain at least two (2) motion-activated cameras. One of the cameras must be able to capture all sales transactions occurring inside the Premises while the other camera must be able to capture the entire parking lot area.
2. All premises licensed under AS 04.11.100 (Restaurant or Eating Place License) shall install and properly maintain at least one (1) motion-activated cameras on the premises, positioned in such a way as to capture all sales transactions.
3. Security cameras must be capable of recording. Recordings shall be stored for a minimum period of two (2) weeks.
4. To the extent allowed by law, the establishment operators may be required to provide footage from the security cameras to the police.

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

G. Age Limit Signs to Be Exhibited. All licensees shall cause to remain displayed upon the premises and in the entrance to the premises of their establishments a conspicuous sign in a prominent place visible from outside the establishment, which shall in substance state: "No person under the age of twenty-one (21) years permitted. Any such person will be prosecuted to the full extent of the law." Excepting that licensed establishments regularly serving meals may modify the sign in accordance with the provisions of this chapter and AS Title 4.

5.08.120 Restrictions on purchase and sale of alcoholic beverages.

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

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

5.08.130 Sale to intoxicated persons.

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

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

5.08.140 Eviction of patrons.

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

5.08.150 Open container.

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

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

5.08.160 Transportation of alcohol.

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

5.08.170 Inspection of premises.

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

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

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

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

1. Revoke the premises' conditional use permit;
2. Protest the issuance, renewal, transfer, relocation or continued operation of the license;
3. Recommend imposition of conditions on the state liquor license pursuant to AS 04.11.480(c); or
4. Notify the Board that a licensee has violated conditions and request that an accusation pursuant to AS 04.11.370 be brought against the licensee.

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

5.08.180 Access for enforcement.

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

B. Licensees of licensed alcoholic beverage establishments, their employees and all patrons in such establishments shall permit and aid the entry of any law enforcement officer during all hours of operation and at any other time when there are two or more persons in such licensed alcoholic beverage establishment.

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

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

5.08.190 Alcohol offenses.

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

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

5.08.200 Penalties.

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

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
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 awareness training program	5.08.100(A)	Yes	\$1,000
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
Violation of happy hour rules	5.08.110(B)(2)	No	\$300
Failure to provide access to means of public transportation to patrons or to arrange for transportation off premises	5.08.110(B)(3)	No	\$500
Failure to properly post signs	5.08.110(B)(4), (6), (7)	No	\$250
Failure to have nonalcoholic drinks available	5.08.110(B)(5)	No	\$150
Failure to submit an alcoholic beverage compliance form upon request	5.08.110(B)(6)	No	\$300

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
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
<u>Premises open without the presence of required security guards</u>	<u>5.08.110(D)</u>	<u>No</u>	<u>\$1,000</u>
Failure to install or maintain security equipment	5.08.110(E)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
<u>Failure to maintain recordings</u>	<u>5.08.110(E)</u>	<u>No</u>	<u>\$750</u>
Interior camera not positioned to capture sales transactions	5.08.110(E)	Yes	1st offense: \$500 2nd offense: \$700 3rd & subsequent offenses: \$1,000
<u>Exterior camera not positioned to capture parking lot</u>	<u>5.08.110(E)</u>	<u>No</u>	<u>\$750</u>
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

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
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 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

Offense	BMC Section	Mandatory Court Appearance	Penalty Amount
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
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

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: _____

Introduced by: Council Member Albertson
Introduction Date June 12, 2018
Public Hearing:
Action:

Richard Robb, Mayor

Lori Strickler, City Clerk

Action:
 Vote:

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

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 Fire Department insurance line item (10-60-721) was underbudgeted and must be corrected;
- WHEREAS,** Decreases in Fire Department heating fuel, collection fees, and vehicle maintenance services represent appropriate sources of funds to cover the insurance increase with no negative impact expected to the Fire Department
- WHEREAS,** Bethel City Council approved Budget Modification Ordinance #17-28(i) on February 27, 2018 that increased the Other Professional Services line item (10-43-649) in the General Fund by \$60,000;
- WHEREAS,** the increase should have been made to Purchased Services (10-53-669) and this Budget Modification Ordinance acts to make the correction;
- WHEREAS,** Hauled Water and Hauled Sewer Department insurance line items (51-81-721 and 51-81-721) were underbudgeted and must be corrected;
- WHEREAS,** Decreases in Vehicle Maintenance for Water and Sewer Departments are appropriate sources of funds to cover the insurance increase with no negative impact expected to the Hauled Water and Hauled Sewer Departments
- WHEREAS,** the Vehicle and Equipment Maintenance Department insurance line item (57-50-721) was underbudgeted and must be corrected;
- WHEREAS,** A decrease in Heating Fuel is an appropriate source of funds to cover the insurance increase with no negative impact expected;

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

FIRE DEPARTMENT

	Increases	
10-60-721	INSURANCE - FD	35,400
	Total Increases	35,400
	Decreases	
10-60-623	HEATING FUEL	(8,000)
10-60-647	COLLECTION FEES	(18,000)
10-60-660	VEHICLE MAINT SERVICES	(9,400)
	Total Decreases	(35,400)
	Total	0

FINANCE DEPARTMENT

	Increases	
10-53-669	PURCHASED SERVICES	60,000
	Total Increases	60,000
	Decreases	
10-53-649	OTHER PROFESSIONAL SERVICES	60,000
	Total Decreases	60,000

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS	
	Total Increases	35,400

	Total Decreases	0
	Cumulative Change to APPROPRIATIONS	35,400

	TOTAL CHANGE TO GENERAL FUND BALANCE	
	Change to GENERAL FUND Revenues	0
	Change to GENERAL FUND Appropriations	35,400
	Cumulative Increase (Decrease) to General Fund Balance	(35,400)

WATER AND SEWER FUND

HAULED WATER & HAULED SEWER DEPARTMENTS

	Increases	
51-81-721	INSURANCE - H WATER	33,000
51-85-721	INSURANCE - H SEWER	27,000
	Total Increases	60,000
	Decreases	
51-81-661	VEHICLE MAINTENANCE - H WATER	(33,000)
51-85-721	VEHICLE MAINTENANCE - H SEWER	(27,000)
	Total Decreases	(60,000)
	Total	0

	TOTAL CHANGE TO WATER AND SEWER FUND APPROPRIATIONS	
	Total Increases	60,000
	Total Decreases	(60,000)
	Cumulative Change to APPROPRIATIONS	0

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

V & E FUND

VEHICLE AND EQUIPMENT MAINTENANCE DEPARTMENT

	Increases	
57-50-721	INSURANCE	15,000
	Total Increases	15,000
	Decreases	
57-50-623	HEATING FUEL	(15,000)
	Total Decreases	(15,000)
	Total	0

	TOTAL CHANGE TO V & E FUND APPROPRIATIONS	
	Total Increases	15,000
	Total Decreases	(15,000)
	Cumulative Change to APPROPRIATIONS	0

	TOTAL CHANGE TO V&E MAINTENANCE FUND BALANCE	
	Change to V & E MAINTENANCE Fund Revenues	0
	Change to V & E MAINTENANCE Fund Appropriations	0
	Cumulative Increase (Decrease) to Fund Balance	0

TOTAL CHANGE TO OVERALL CITY BUDGET

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

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

City of Bethel Action Memorandum

Action memorandum No.	18-43		
Date action introduced:	June 12, 2018	Introduced by:	Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title: Authorizing the City Attorney to travel to Houston for the annual IMLA training

Attachment(s): Draft travel documents

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

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

Summary Statement

Authorizing the City Attorney to travel to the annual municipal specific training to be held in Houston this year. While the agenda is not yet complete, some of the topics which have been sent include: homelessness, telecommunications, employment law issues, the opioid crisis, social media as it relates to municipal entities, contentious relationships among elected officials, and ethics.



Start Over

MAP

2018 IMLA Annual Meeting-Fall
OCT 15, 2018 - OCT 22, 2018



Extend your stay

Text Us!
713-322-7500



[Show details](#)

Papasito's Cantina
11am-10pm



[Show details](#)

Join Hilton Honors



[Show details](#)

Use calendar to manage your stay dates

Check In						Check Out
Mon Oct 15 USD 218.00	Tue Oct 16 USD 218.00	Wed Oct 17 USD 218.00	Thu Oct 18 USD 218.00	Fri Oct 19 USD 218.00	Sat Oct 20 USD 218.00	Sun Oct 21 Not Available
Mon Oct 22 Not Available	Tue Oct 23 Not Available	Wed Oct 24 Not Available	Thu Oct 25 Not Available	Fri Oct 26 Not Available	Sat Oct 27 Not Available	Sun Oct 28 Not Available

Available
 Wait Listed
 Selected
 Event

NEXT

MAKE A RESERVATION

[EDIT](#)

Check In: THU, OCT 18, 2018
 Check Out: SUN, OCT 21, 2018
 Nights: **3**
 Rooms: **1**
 Guests: **1**
Max guests per room

Hilton Americas-Houston
USD 654.00

1 KING BED
1 adult, 3 nights

SUBTOTAL:
USD 654.00
+ Taxes & Fees

NEXT

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

Flight	Departs	Arrives	Total price for 1 passenger \$806.80
<i>Alaska</i> Alaska 42 Main (V) Nonstop Details	Bethel (BET) 8:05 am Wed, Oct 17	Anchorage (ANC) 9:12 am Wed, Oct 17	Taxes, fees and charges
<i>Alaska</i> Alaska 80 Main (V) Nonstop Details	Anchorage (ANC) 12:10 pm Wed, Oct 17	Seattle (SEA) 4:30 pm Wed, Oct 17	Low-price guarantee
Distance: 1,841 mi Duration: 7h 25m			
<i>Alaska</i> Alaska 350 Main (G) Nonstop Details	Seattle (SEA) 11:55 am Thu, Oct 18	Houston, TX (IAH) 6:19 pm Thu, Oct 18	Shop again using a discount or companion fare code .
Distance: 1,871 mi Duration: 4h 24m			
<i>Alaska</i> Alaska 413 Main (V) Nonstop Details	Houston, TX (IAH) 7:25 pm Sun, Oct 21	Seattle (SEA) 10:13 pm Sun, Oct 21	
<i>Alaska</i> Alaska 83 Main (V) Nonstop Details	Seattle (SEA) 8:00 am Mon, Oct 22	Anchorage (ANC) 10:27 am Mon, Oct 22	
<i>Alaska</i> Alaska 43 Main (V) Nonstop Details	Anchorage (ANC) 11:10 am Mon, Oct 22	Bethel (BET) 12:25 pm Mon, Oct 22	
Distance: 3,712 mi Duration: 20h 0m			

- ▶ [Fare rules](#)
- ▶ [Change and cancellation policy](#)
- ▶ [Baggage policy](#)

Total due now
\$806.80 USD

[Currency converter](#)

Free cancellation within 24 hours of purch

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Friday, October 19th, 2018

TIME	TRACK	TITLE	DESCRIPTION	SPEAKERS
7:00AM to 5:15PM		Registration		
7:00AM to 8:00AM		State Breakfast		
8:00AM to 8:45AM		Opening Ceremonies		
8:00AM to 5:30PM	TCAA	TCAA Program	See Full Schedule Below.	
8:45AM to 5:00PM	Canada	Canadian Day	See Full Schedule Below.	
8:45AM to 10:15AM		Powering your Community: Municipal Legal issues in the age of Renewable Energy Generation and Sustainability	The program will be a primer for municipal practitioners in areas where development of local renewable energy facilities, through P3 contracts, host community agreements, net metering or power purchase agreements impacts or involves local municipal counsel. The program will introduce concepts such as community aggregation, net metering, renewable portfolio standard programs that impact development of local projects, understanding federal and state energy policy that impact development of local facilities, and how to protect municipalities when structuring deals with project developers, including a "traps for the unwary" checklist. A case study of a municipal renewable solar energy development on brownfields site will be presented.	Steven Torres, Louise Seeba
8:45AM to 10:15AM		Homelessness		TBD
10:15AM to 10:30AM		Coffee Break		
10:30AM to TBD		Nominating Committee Meeting		
10:30AM to 12:00PM		Telecommunications		Gerard Lederer, Joseph Van Eaton and Gail Karish
10:30AM to 12:00PM		First Amendment Work Session		TBD
12:00PM to 1:30PM		Luncheon		
1:35PM to 2:35PM		Litigation Topic		TBD
1:35PM to 2:35PM		Justice Department Oversight of Local Governments		John Hessel; Apollo Carey
1:35PM to 2:35PM		AI in Legal: The Role of Data and Domain Expertise	Artificial Intelligence applications start with data. AI requires a combination of domain expertise, content, and technical expertise. This session, led by a Research Director on Thomson Reuters' R&D team, will explore the types of data that go into AI systems, and the importance of legal domain knowledge in leveraging that data.	Tonya Custis
2:40PM to 3:40 PM		Litigation Section Meeting		Chairs: Timothy Coates, Patricia Beety

TIME	TRACK	TITLE	DESCRIPTION	SPEAKERS
2:40PM to 3:40 PM		University Cities Meeting		Chair: Michael May
2:40PM to 3:40 PM		Employment Law Section Meeting: Diversifying the Public Safety Sector		Kelly Albin, Deidra Sullivan Chairs: Robin Cross, Lindsay Rose
2:40PM to 3:40 PM		Telecommunications Section Meeting		Chairs: Michael Watzka, Daniel White
2:40PM to 3:40 PM		International Committee Meeting		Chair: Benjamin Griffith
2:40PM to 3:40 PM		Concurrent Presentation TBD		TBD
3:40PM to 3:55 PM		Coffee Break		
3:55PM to 4:55PM		Land Use Section Meeting		Chairs: Susan Trevarhten, Julian Grant, Ron Shaver
3:55PM to 4:55PM		Finance / Economic Development Section Meeting	The first presentation will focus on how to approach the bankruptcy of a large business receiving economic development funds from a city.	Miles Riley Chairs: Robert Doty, Julian Grant, George Hypollite
3:55PM to 4:55PM		Environmental Law Section Meeting: Too Many Environmental Problems, Too Little Time: Tips on Handling Environmental Liability in Transactions and Litigation		Chair: Gene Tanaka, Michelle Butlin
3:55PM to 4:55PM		Technology Section Meeting		Chairs: Peter Haskel / Chris Weema
3:55PM to 4:55PM		County Department Meeting		Chair: Marc Hansen
3:55PM to 4:55PM		General Government Section Meeting		Chairs: Glenn Gimbut, Alecia Mayberry Mosadomi
5:00PM to 5:45PM		Listserv Meeting		TBD

Saturday, October 20th, 2018

TIME	TRACK	TITLE	DESCRIPTION	SPEAKERS
7:30AM to 5:15PM		Registration		
7:45AM to 9:00AM		WONK Breakfast		
9:00AM to 10:30AM		Local Governments and the Opioid Crisis	The national opioid epidemic has impacted virtually every city, town and county across the country, taking lives, destroying careers and costing localities billions of dollars in medical, social services, workers compensation, insurance and law enforcement expense. As of May 2018, an estimated 1000 municipalities have filed against the opioid manufacturers, distributors, prescribers and purveyors—with many more still assessing the best response. This panel will discuss the opioid litigation including the relative merits of filing in-state or in the National Prescription Opiate MDL, the current status of the litigation, and some of the remedial efforts that state and local governments are undertaking to address the crisis.	Aelish Baig Moderator: Erich Eiselt
9:00AM to 10:30AM		Land Use: Fair Housing Act		TBD
10:30AM to 10:45AM		Coffee Break		
10:45AM to 12:15PM		Social Media and Local Governments: Issues for Elected Officials and Policy Issues for Local Governments Own Use	The first part of this presentation will be focused on First Amendment and transparency issues with government social media, including redacting comments, limiting links, candidate social media, and public access and archiving.	Frayda Bluestein; Leo Rogers
10:45AM to 12:15PM		Employment Law: Handling Complaints of Harassment in the "Me Too" Era and Workplace Investigations		TBD
12:15PM to 2:00PM		Lunch		
2:00PM to 3:00PM		Substance Abuse / Mental Health Presentation		TBD
2:00PM to 3:00PM		When the Elected Official is the Problem: Dealing with, Diffusing, and Managing Contentious Relationships among Electeds		Christopher Balch
2:00PM to 3:00PM		Telecommunications		Albert Catalano
2:00PM to 3:00PM		Rural Communities / Small Communities Presentation		TBD Moderator: Douglas Haney

TIME	TRACK	TITLE	DESCRIPTION	SPEAKERS
2:00PM to 3:00PM		Concurrent Presentation TBD		TBD
2:00PM to 3:00PM		Concurrent Presentation TBD		TBD
2:00PM to 3:00PM		Concurrent Presentation TBD		TBD
2:00PM to 3:00PM		Concurrent Presentation TBD		TBD
3:00PM to 3:15PM		Coffee Break		
3:15PM to 4:15PM		Substance Abuse / Mental Health Presentation		TBD
3:15PM to 4:15PM		When the Elected Official is the Problem: Dealing with, Diffusing, and Managing Contentious Relationships among Electeds		Christopher Balch
3:15PM to 4:15PM		Telecommunications		Albert Catalano
3:15PM to 4:15PM		Rural Communities / Small Communities Presentation		TBD Moderator: Douglas Haney
3:15PM to 4:15PM		Concurrent Presentation TBD		TBD
3:15PM to 4:15PM		Concurrent Presentation TBD		TBD
3:15PM to 4:15PM		Concurrent Presentation TBD		TBD
3:15PM to 4:15PM		Concurrent Presentation TBD		TBD

Sunday, October 21st, 2018

TIME	TRACK	TITLE	DESCRIPTION	SPEAKERS
7:45AM to 12:10PM		Registration		TBD
8:00AM to 8:45AM		Business Meeting		TBD
8:45AM to 9:45AM		Work Session TBD		TBD
9:45AM to 10:00AM		Coffee Break		TBD
10:00AM to 11:00AM		Case Law Update		Douglas Haney
11:05AM to 12:05PM		Ethics: Scandal - How to be a Real Life Municipal Gladiator	Presenters will use recent examples to demonstrate the municipal attorney's responsibilities to government officials and employees under investigation or indictment for criminal offenses. Presenters will provide a road map for dealing with public officials, the community and media during the crisis. Additionally, presenters will provide the legal framework of the ABA Model Rules of Professional Conduct, constitutional law, and the interplay of criminal procedure and local disciplinary rules of professional conduct.	Leah Hayes; Akilah Mance

City of Bethel Action Memorandum

Action memorandum No.	18-44		
Date action introduced:	June 12, 2018	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to pursue the development of a set number of utility crossings in strategic locations to facilitate installation of piped water and sewer to residents.

Attachment(s): (1) Letter from Aaron Hughes, Project Manager with the Alaska Department of Transportation and Public Facilities, supporting the City's selection of utility crossings that can be included in highway design; (2) Quote from Bethel Builders to construct a highway utility crossing; (3) Memorandum from DOWL to the City Manager concerning utility crossings; (4) Map of proposed utility crossings.

Department/Individual:	Initials:	Remarks:
Administration	<i>[Handwritten Initials]</i>	<i>Approve</i>
Finance	<i>[Handwritten Initials]</i>	
Public Works	<i>[Handwritten Initials]</i>	<i>Recommend</i>
Amount of fiscal impact:	Account information:	
	No fiscal impact at this time.	
\$210,000 (3 x \$70,000)	Required funding in FY 2019 Budget; likely reimbursable through USDA-RD grant/loan	TBD
\$210,000 (3 x \$70,000)	Requires funding in FY 2019 Budget; reimbursement by USDA-RD is unknown.	TBD

Summary Statement

The City of Bethel has a short window of opportunity to decide at what locations it wants utility crossings under the Chief Eddie Hoffman Highway and Ridgecrest Drive. The City may develop an MOA between itself and the Alaska Department of Transportation and Public Facilities (DOT&PF) to formally establish the crossings in design and construction to be facilitated by DOT&PF.

There is a potential for reimbursement of the \$210,000 cost to develop three utility crossings on Ridgecrest Drive associated with the Avenues project. The reimbursement would come after the City completes all USDA-RD grant/loan paperwork and all associated requirements. The City was able to obtain approval from USDA-RD to purchase three sewer trucks in advance of completing all requirements for its current USDA-RD grant/loan that funded repair of the sewer lagoon jetty.

The Preliminary Engineering Report and Environmental Report being prepared by DOWL will show the three utility crossings on Ridgecrest Drive as necessary for completion of the Avenues Project and the three utility crossings by Nicholson's Auto as "recommended for future use."

The utility crossings at Hoffman Subdivision (3), Bethel Trailer Park (3), BIA Road (1), and Airport (3) are recommended in the City's 2005 Water and Sewer Master Plan for future development.

Bethel City Council must identify and fund any utility crossings on the highway or Ridgecrest Drive prior to June 30, 2018, DOT&PF's deadline to the City. These crossings will be included in an MOA between the City and DOT&PF and part of the design for the repaving of the highway and Ridgecrest Drive.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Transportation and Public Facilities

DESIGN & ENGINEERING SERVICES
CR Aviation Design

PO Box 196900
Anchorage, AK 99519-6900
Phone Number: 907 269 0523
Toll Free: 800 770 5263
TDD: 907 269 0473
TTY: 800 770 8973
Web Site: dot.state.ak.us

May 11, 2018

Pete Williams
City Manager
P.O. Box 1399
Bethel, AK 99559

Dear Mr. Williams:

On behalf of the Alaska Department of Transportation and Public Facilities (DOT&PF), I am writing this letter in support of the City of Bethel's (COB) interest to construct multiple pipe crossings in conjunction with the pavement preservation projects on Chief Eddie Hoffman Highway and Ridgecrest Dr. The COB plans to use the crossings for the future expansion of their water and sewer services. Constructing the crossings after the DOT&PF's projects are completed could potentially have an adverse effect on the road surface (settlement, heaving, cracking, etc.). The effects will be minimized if designed and built correctly under the supervision of the DOT&PF's construction engineers. Additionally, there may be a cost savings to the COB by including them in the bid with the larger project. If the City is certain the utility crossings will be utilized in the near future (5-7 years), I am asking the COB to thoughtfully consider adding these crossings to the pavement preservation project.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Hughes".

Aaron Hughes, P.E.
Project Manager

Attachments: n/a

cc: Jim Amundson, P.E., Highway Design Chief
Luke Bowland, P.E., Aviation Design Chief



Bethel Builders
A subsidiary of Bethel Native Corporation

Change Order Proposal Description

Chief Eddie Hoffman Highway Crossing

Project Information	
Project Name:	Institutional Corridor Piped Water System
COP #:	005
Project Number:	20174001
COP Prepared by:	Michael Lagg
Date Sent To Owner	5/15/2018

#	Sub-Contractor Cost Item	Qty	UNIT	Rate	Labor Total	Material Cost	Equipment Cost	Subcontractor Cost	Subtotal	Notes
1	Joe Dale Construction	1	LS					\$14,850	\$14,850	Cut Asphalt, excavate, place pipe, backfill, compact
2	Knik Construction	1	LS					\$18,000	\$18,000	Asphalt patch
	Subcontractor Total								\$32,850	
#	Bethel Cost Item	Qty	Unit	Rate	Labor Total	Material Cost	Equipment Cost	Other Cost	Subtotal	Notes
1	Project Manager	30	MH	\$135	\$4,050	\$0	\$0	\$0	\$4,050	
2	Project Superintendent	30	MH	\$83	\$2,490	\$0	\$0	\$0	\$2,490	
3	Project Coordinator	10	MH	\$58	\$580	\$0	\$0	\$0	\$580	
4	Laborer - Civil Support	60	MH	\$76	\$4,576	\$0	\$0	\$0	\$4,576	Support Civil and asphalt crews
5	Laborer - Traffic Control	60	MH	\$76	\$4,576	\$0	\$0	\$0	\$4,576	Provide Traffic control
6	Expeditor	10	MH	\$40	\$400	\$0	\$0	\$0	\$400	
7	Traffic Control Supplies	1	LS	\$1,000	\$0	\$1,000	\$0	\$0	\$1,000	Cones, flagging, etc.
8	Food - Per Diem	9	LS	\$50	\$0	\$450	\$0	\$0	\$450	
9	Hotel - Per Diem	9	EA	\$135	\$0	\$1,215	\$0	\$0	\$1,215	
10	Pick-ups	1	WK	\$0	\$0	\$0	\$500	\$0	\$500	
11	Mint-hoe for Utilities locates	3	DAYS	\$0	\$0	\$0	\$625	\$0	\$625	
12	Small Tools and Consumable Supplies	1	LS	\$750	\$0	\$750	\$0	\$0	\$750	
13	Protection pipe	60	LF	\$111	\$0	\$6,660	\$0	\$0	\$6,660	24" ASTM 36 steel pipe to protect waterline under road
	Contractor's Total								\$27,872	

Additional Time Added to Schedule: 0 Days

Fee, Bond & Insurance

Contractor's Sub-Total..... \$27,872
Overhead & Profit 15%..... \$4,181

Subcontractor's Sub-Total..... \$32,850
Overhead & Profit 5%..... \$1,643

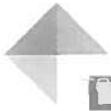
Sub-Total..... \$66,546
P&P Bond @ 1%..... \$665

Sub-Total..... \$67,211
Liability & Builder's Risk Insurance..... \$1,344

Proposal Grand Total..... \$68,555

Owner Approval:

Date:



FROM: Adison Spafford, Transportation Planner, DOWL

DATE: May 14, 2018

SUBJECT: City of Bethel - Utility Crossings

The purpose for this memorandum is to provide the City of Bethel (City) with a clear understanding of utility crossing locations and funding needed to provide culverts in strategic locations to facilitate installation of piped water and sewer to residents living along Chief Eddie Hoffman Highway (CEHH), Ridge Crest Drive, and the area south of 3rd Avenue (Near Long House Motel).

Background: The City's 2005 Bethel Water and Sewer Facilities Master Plan Update recommended that piped water and sewer be provided to the entire community to reduce City Public Works Operation and Maintenance costs. Since then, the City has begun working on the Institutional Corridor (IC) Water Project, a project that will provide piped water to many institutional users along the CEHH. The City is also working on planning projects for several other piped water and sewer projects to realize the goal identified in the May 2005 Master Plan. The various planning projects identify where water and sewer crossings will be required along DOT&PF roads. The water and sewer pipes must be threaded through culverts installed through the roadway embankment. In June of 2017, the City learned that the Department of Transportation and Public Facilities (DOT&PF) is working on the design of a 1R project (repaving) of Ridgecrest and CEHH.

Issue: These culverts are expensive as stand-alone projects. Recent City projects indicate each culvert will could cost more than \$360,000 if the culvert is to be installed as a stand-alone project (directional drilling). If the asphalt is already being replaced as part of another project (DOT&PF 1R project), the cost per culvert installation could drop to less than \$70,000 each. To install utility crossings to begin providing piped water and sewer to Bethel residents living in the identified subdivisions by 2023, the City will need to come up with ~\$1,050,000. See cost table below:

Option	Location	Scope	~Cost @ \$70,000 each	Benefits
#1	Ridge Crest	3 Utility Crossings	\$210,000	Supply piped water to the Avenues. Will provide 130 new services
#2	Ridge Crest/Nicholson	6 Utility Crossings	\$420,000	Supply piped water to the Avenues and the Long House. 131 new services and the Long House.
#3	Ridge Crest/Nicholson/BIA/Bethel Trailer Park/Hoffman Subdivision/Airport	15 Utility Crossings	\$1,050,000	Supply piped water to the Avenues and the Long House. This would provide new services to approximately 250 new services.

Opportunity: The DOT&PF is completing the design for CEHH and Ridgecrest Highway. The design will be complete and advertised for construction by November 2018. The DOT&PF has offered to incorporate all the utility crossings into their design. For this to happen, the City and DOT&PF will need to formalize an Memorandum of Agreement (MOA) which documents the scope, schedule and budget for the coordinated design and construction efforts of the road and utility crossings by June 30, 2018. If the utility crossings are not included into DOT&PF's design, the City will need to wait until DOT&PF rehabilitates CEHH, which may not occur until 2023-2026. This would result in a delay providing residents with piped water in the near term.

Recommendations: After careful analysis, communication with DOT&PF and the City, DOWL recommends the following for the City to install utility crossings in the project area mentioned above:

1. Proceed with Option #2. Develop an MOA between the City and DOT&PF to coordinate the design and installation of the utility crossings along Ridgecrest and Nicholson. Finalize the MOA by June 30, 2018.
2. Continue coordination with DOT&PF on the CEHH rehabilitation project anticipated to start in 2023. The coordination should be focused on permitting and installation of the utility crossings along CEHH.

Attachments:

- A – Utility Crossing Map
- B – Bethel Builders - Utility Crossing Cost Estimate
- C – DOT&PF Letter of Support



Proposed Road Crossings
 Ridgecrest, Nicholson's, Hoffman, Bethel Trailer Park, BIA Road, Airport
 Bethel, Alaska

Legend
 Proposed Utility Crossings (#)

City of Bethel Action Memorandum

Action memorandum No.	18-45		
Date action introduced:	June 12, 2018	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute the Master Equipment Lease Purchase Agreement from the lessor Community First National Bank that will allow the City to purchase one road watering truck.

Attachment(s): (1) Community Lease Agreement from Community First National Bank.

Department/Individual:	Initials:	Remarks:
Administration	<i>[Signature]</i>	<i>Oppose</i>
Finance	<i>[Signature]</i>	<i>Approved</i>
Public Works	<i>[Signature]</i>	<i>Recommend</i>
Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$84,504.00	FY 2018 Budget (Capital Asset Fund)	58-50
\$24,047.36	Requires funding in FY 2019 Budget.	TBD

Summary Statement

The City of Bethel has an opportunity to finance the purchase of a road watering truck through Community Leasing Partners, a division of Community First National Bank. The Master Equipment Lease Purchase Agreement has been reviewed by the City Attorney and found to be acceptable. To initiate the lease agreement, Bethel City Council must approve the negotiation and execution of the Lease Agreement and approve the accompanying Resolution supporting same.

The terms call for a down payment of \$84,504 and the financing of \$142,328.29 at 4.38% interest by making seven annual payments of \$24,047.36. Total interest to be paid over the life of the lease equals \$26,003.23. Total financed vehicle cost: \$252,835.52.



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

May 17, 2018

Jim Chevigny
City of Bethel
PO Box 1388
Bethel, AK 99559

RE: Financing for One (1) New Mack Granite GU813 Truck

Dear Jim,

Thank you for the opportunity to work with City of Bethel on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 5/25/2018 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Bethel and an attorney's opinion letter.

Signer 1- Peter A. Williams, City Manager
Signer 2- Richard Robb, Mayor
Signer 3- Lori Strickler, City Clerk

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Cindy

Cindy Turner
Assistant Vice President-Leasing Operation

Documentation Instructions

◇ MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

- Peter A. Williams -sign where indicated

◇ Exhibit A – SCHEDULE OF EQUIPMENT

- Peter A. Williams -sign where indicated

◇ Attachment 1 – EQUIPMENT DESCRIPTION

- Provide physical location where the equipment will be kept after delivery/installation

◇ Attachment 2 –PAYMENT SCHEDULE

- Peter A. Williams -sign where indicated

◇ Exhibit B – LESSEE RESOLUTION

- Print the date the Resolution is being signed
- Print the date of the meeting in which the financing was approved
- Peter A. Williams -sign as “Authorized Signer”
- Complete the lessee's fiscal year start and end months
- Richard Robb -attest the Resolution as “Attested By”
- Lori Strickler -sign and print name as “Certified By”

◇ Exhibit C - OPINION OF COUNSEL

- Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)

◇ Exhibit D - ACCEPTANCE CERTIFICATE

- Peter A. Williams -sign and date where indicated

◇ BANK QUALIFIED CERTIFICATE

- Peter A. Williams -sign where indicated

◇ INSURANCE COVERAGE REQUIRMENTS

- Provide Agent's contact information
- Peter A. Williams -sign where indicated

◇ INVOICE INSTRUCTIONS

- Complete contact information for payment billing invoices

◇ NOTICE OF ASSIGNMENT

- Peter A. Williams -sign where indicated

◇ 8038 - IRS Form

- Verify employer identification number in Box 2
- Complete Boxes 10a & 10b
- Peter A. Williams -sign and date where indicated under “Signature and Consent”

◇ ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):

- Certificate of Insurance from your insurance provider
- Copy of down payment check for \$84,504.00 payable to Construction Machinery Industrial, LLC

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 5/25/2018, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Bethel

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 5/16/2018, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Bethel, PO Box 1388, Bethel, AK 99559 a body corporate and politic duly organized and existing under the laws of the State of Alaska ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The

Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being

excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. 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 provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. BETAK2018-05

LESSEE:
City of Bethel

LESSOR:
Community First National Bank

Peter A. Williams, City Manager

Signature

Name and Title

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 5/16/2018

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, between Community First National Bank, as Lessor, and City of Bethel, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: BETAK2018-05

LESSEE:
City of Bethel

LESSOR:
Community First National Bank

Peter A. Williams, City Manager

Signature

Name and Title

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 5/16/2018, to Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, between Community First National Bank, as Lessor, and City of Bethel, as Lessee.

Lease Number: BETAK2018-05

One (1) New Mack Granite GU813 Truck

With a total acquisition cost of \$226,832.29; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:
City of Bethel

Peter A. Williams, City Manager

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 5/16/2018, to Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, between Community First National Bank, as Lessor, and City of Bethel, as Lessee.

Lease Number: BETAK2018-05

Amount Financed: \$142,328.29

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	5/16/2019	\$24,047.36	\$6,233.98	\$17,813.38	Not Available
2	5/16/2020	\$24,047.36	\$5,453.75	\$18,593.61	\$108,883.27
3	5/16/2021	\$24,047.36	\$4,639.35	\$19,408.01	\$88,537.94
4	5/16/2022	\$24,047.36	\$3,789.28	\$20,258.08	\$67,500.87
5	5/16/2023	\$24,047.36	\$2,901.98	\$21,145.38	\$45,748.54
6	5/16/2024	\$24,047.36	\$1,975.81	\$22,071.55	\$23,256.63
7	5/16/2025	\$24,047.36	\$1,009.08	\$23,038.28	\$0.00
Grand Totals		\$168,331.52	\$26,003.23	\$142,328.29	

LESSEE:
City of Bethel

Peter A. Williams, City Manager

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 5/16/2018, to Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, between Community First National Bank, as Lessor, and City of Bethel, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **City Clerk** of the above captioned Lessee do hereby certify this date _____, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Peter A. Williams, City Manager

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Bethel

Attested By: _____
Richard Robb, Mayor

Certified By: _____
Lori Strickler, City Clerk

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Bethel

Ladies and Gentlemen:

As legal counsel to City of Bethel (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 5/16/2018, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Bethel.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 5/16/2018, to Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, between Community First National Bank, as Lessor, and City of Bethel, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
City of Bethel

Peter A. Williams, City Manager

Date

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 5/16/2018, to Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, between Community First National Bank, as Lessor, and City of Bethel, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:
City of Bethel

Peter A. Williams, City Manager

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Bethel

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Mack Granite GU813 Truck**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

- 1. LIABILITY**
 - ✓ \$1,000,000.00 Aggregate Bodily Injury
 - ✓ \$1,000,000.00 Combined Single Limit per Occurrence
 - ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

- 2. PHYSICAL DAMAGE**
 - ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
 - ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

- 3. ENDORSEMENT**
 - ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
 - ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE
EMAILED TO cindyturner@clpusa.net
OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

LESSEE:
City of Bethel

Peter A. Williams, City Manager

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 5/16/2018, to Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, between Community First National Bank, as Lessor, and City of Bethel, as Lessee.

Lease Number: BETAK2018-05

Equipment Description: One (1) New Mack Granite GU813 Truck

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip _____
Telephone Number: _____
Email Address: _____

NOTICE OF ASSIGNMENT

May 17, 2018

City of Bethel
PO Box 1388
Bethel, AK 99559

RE: Schedule of Equipment No. 01, dated 5/16/2018, to Master Equipment Lease Purchase Agreement, dated as of 5/16/2018, between Community First National Bank, as Lessor, and City of Bethel, as Lessee.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Signature

Name and Title

ACKNOWLEDGED AND ACCEPTED:

City of Bethel

Peter A. Williams, City Manager

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Bethel		2 Issuer's employer identification number (EIN) 92-6001644
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) PO Box 1388	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Bethel, AK 99559		7 Date of issue 5/16/2018
8 Name of issue MASTER EQUIPMENT LEASE PURCHASE AGREEMENT		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	142,328	29
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	5/16/2025	\$ 142,329.29	\$ N/A	7 years	4.38 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

CITY OF BETHEL ACTION MEMORANDUM

Action Memorandum No.	18-46		
Date Action Introduced:	June 12, 2018	Introduced By:	C. Manager Williams
Date Action Taken:	June 12, 2018	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed By:			

Authorize the City Manager to negotiate and execute a contract renewal with Health Fitness for an additional two (2) years of professional services managing the Health Facility.

Route To:	Department/Individual	Initials	Remarks
<input checked="" type="checkbox"/>	City Manager	PW	
<input checked="" type="checkbox"/>	City Attorney	<i>SB</i>	Per Contract Terms

Attachment(s): copy of proposed renewal contract (deliberately in track changes mode for ease in viewing the changes)

Amount of Fiscal Impact		Account Information
	No fiscal impact	
FY 19 \$144,200 FY20 \$148,526.00	Funds for FY 19 are in proposed budget; FY 20 has not yet been budgeted	40-50-649
	Funds are not budged for Budget modification required	

In 2016, after a procurement process, the City of Bethel hired Health Fitness to operate and manage the Yukon Kuskokwim Fitness Center.

A few months ago, pursuant to section 4(b) of the contract, Health Fitness provided notice to the City of Bethel of its desire to renew the contract. After verifying that insurance was up to date, that all taxes were up to date and that the business licenses were up to date, the City of Bethel responded positively to the request. Since then renewal discussions have ensued.

One major change in the proposed contract is maintenance. Experience has taught the City that we need to do more of our own maintenance in-house. Ultimately this is more cost effective and leads to better results. This also has provided for better continuity of care.

Aside from the maintenance portion, the amended contract has some language clean-up and the addition of risk management tools that the City has been utilizing to reduce its insurance premiums.

AMENDED

YUKON KUSKOKWIM REGIONAL
AQUATIC HEALTH & SAFETY
CENTER

CITY OF BETHEL, ALASKA

OPERATIONS AND
MAINTENANCE-AGREEMENT

Covering the period between July 1, 201~~6~~8 through June 30, 20~~1~~8



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**Amended Yukon Kuskokwim Regional Aquatic Health & Safety Center
Operations and Maintenance Agreement**

This Amended Facility Operations and Maintenance Agreement (hereinafter "Agreement") is made and entered into on this ___ day of June ~~2016~~2018, (the updated Effective Date) by and between the **CITY OF BETHEL**, a municipal corporation (hereinafter "City") and **HEALTH FITNESS CORPORATION** (hereinafter "Operator").

PURPOSE OF AGREEMENT

Operator is in the business of managing, operating and maintaining community swimming pools and recreational facilities.

City is a municipal corporation that owns and operates a community swimming pool and recreational facility with related fixtures, amenities and equipment for its residents, members and guests (collectively, "Visitors") and is seeking to retain Operator to assume the supervision, control, maintenance and operation of the Yukon Kuskokwim Regional Health and Safety Center (hereinafter the "Facility") under the terms of this Agreement.

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. SCOPE OF OPERATOR SERVICES

Operator shall continue to operate and maintain the Facility as a public facility commencing on July 1, 201~~6~~8, in continuation of the Agreement entered into in 2016 as amended herein. Operator and City shall determine the dates and hours that the Facility shall be open to the public (per Operation Plan described more fully below in section 7 – Required Plans). Operator's professional services shall include, at a minimum, the services described in this Agreement (the "Services"). The parties may mutually agree to amend or modify the Services during the Term of this Agreement or any Extended Period to include additional Services or exclude unnecessary Services by doing so in a writing signed by both parties.

Operator is an independent contractor under this Agreement. Services provided by Operator pursuant to this Agreement shall be subject to the supervision of the Operator. In providing such services, neither Operator nor Operator's agents shall act as officers, employees or agents of the City. No partnership, joint venture or other joint relationship is created hereby. City does not extend to Operator or Operator's agents any authority of any kind to bind City in any respect whatsoever.

Operator shall perform Operator's duties, obligations and services under this Agreement in a skillful and professional manner. The quality of Operator's performance and interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards. Operator shall permit representatives of City to inspect, review or observe the services under this Agreement at any reasonable time.

~~In addition to Operator's obligations set out in this Agreement, Operator shall perform those services set out in the attached Scope of Work attached hereto as Exhibit F.~~

2. LIST OF FACILITIES

The Operator shall perform services under this Agreement at the Facility described in ~~the attached~~ Exhibit A (List of Facilities) of the original Agreement. The City and the Operator shall, from time to time, amend Exhibit A to reflect changes in the Facilities that shall be covered under this Agreement, including, without limitation, amending Exhibit A to reflect the addition of real property improvements completed in accordance with the terms and conditions of this Agreement (if any) and to reflect withdrawal of Facilities as set forth below.

- a. Condition of Facility: Upon termination of this Agreement, the City and Operator will inspect the Facility and all property listed under Exhibit A. All property shall be accounted for and in good and operating condition, less reasonable wear and tear. The City shall give written notice to Operator of any defects in the condition of any of the equipment or property that is being provided to Operator under this Agreement. Operator will be responsible for repairs to or replacement of any damaged property at the sole cost and expense of the City.
- b. Facility Withdrawal: The City may withdraw all or portions of the Facility listed on Exhibit A at any time during the term of this Agreement if:
 - i. The withdrawal is necessary for the purpose of protecting the public safety or to protect, conserve and preserve the Facility;
 - ii. The operations utilizing the listed Facility have been terminated or suspended by the City; or
 - iii. Land or real property improvements that are made available to the Operator are no longer necessary for the operation;
 - iv. The withdrawal is necessary for use by the City or other reasonable need of the City.
- c. Effect of Withdrawal: Any permanent withdrawal of listed Facilities which the City or the Operator considers to be essential for the Operator to provide the services required by this Agreement will be treated as a termination pursuant to Section 21 of this Agreement. The Operator will be compensated pursuant to Section 3 for the value of any allowable incurred costs up to the date of the withdrawal. No other compensation is due the Operator in these circumstances.
- d. Personal Property: The City will provide certain items of personal property, including without limitation, removable equipment, furniture and goods, for the Operator's use in the performance of this Agreement. The City hereby provides to the Operator personal property listed in Exhibit A – Land, Real Property Improvements and Equipment.
- e. Utilities: The City will provide the following utilities at no cost to the Operator for use in connection with the operations required or authorized hereunder:
 - i. Electricity
 - ii. Water
 - iii. Sewer
 - iv. Fuel Oil
 - v. Internet and Voice Over Internet Protocol (VOIP) Telephone

- vi. Solid Waste Disposal
- vii. Emergency Communications Line for Security and Fire
- ~~vii.~~viii. Heat

The following utilities are not provided by the City and are to be procured, managed and paid for by the Operator in accordance with the budget:

- ✓ Cable (if desired by Operator and submitted in the approved budget); Fees associated with cable will be passed through to the City.
- ✓ Cleaning and laundry supplies
- ✓ Laundry Supplies (towels, detergent, etc.)
- ✓ First Aid, AED and CPR equipment and supplies
- ✓ Postage and delivery fees in connection with the Facility, as needed

f. f. — Automobile. The City will provide a vehicle for Operator's exclusive use during the term of this Agreement. Said vehicle will be the sole property of City with Operator expected to use reasonable care in the operation and maintenance of the vehicle. Costs for maintenance and/or replacement of the vehicle will be the responsibility of the City.

f.g. Capital Expenditures. The City is responsible for making capital expenditures for the Facility. Capital expenditures include all items for the Facility including, but not limited to, office equipment and furniture, computer hardware and connectivity, and audio/visual equipment.

3. COMPENSATION: PAYMENT SCHEDULE AND FEES.

a. Cost Plus Fixed Fee Type Agreement: This is a cost-plus-fixed-fee-type Agreement. This Agreement provides for the reimbursement of allowable incurred costs to the extent prescribed in this Agreement. The approved annual budget establishes the maximum total cost for the purpose of obligating funds and establishing a ceiling that the Operator may not exceed (except at their own risk) without the approval of the City. Allowable incurred costs are those costs directly attributable to operations and maintenance of the Facility. For the purposes of this Agreement, allowable incurred costs are those defined in the approved annual budget, are reasonable and prudent, and conform to generally accepted accounting practices.

Operator is expected to collect all revenue, including sales tax, generated from operation of the Facility for and on behalf of the City. Operator is to submit that revenue to the City monthly along with the monthly budget reports. Such revenue will be a projection in each budget and the budget shall be amended annually to reflect the previous year's revenue. *Revenue derived from operation of the Facility is the property of the City and not compensation to the Operator. The City shall be responsible for any tax-related payments due and owing to the applicable taxing authority that are derived from the operation of the Facility.*

b. Fixed Fee: The fixed fee payable by the City to Operator is One Hundred Forty Thousand Dollars (\$140,000.00) per year (the "Fee") and shall be pro-rated monthly. The Fee includes profit and indirect costs that are not directly attributable to the operations and maintenance of the Facility, are generally considered to be overhead and are generally provided off-site. The Fee includes, but is not limited to, proportionate share of home

office expenses, management oversight and travel, accounting and clerical personnel, human resources management, payroll processing, invoicing and required reporting.

- c. ~~Annual Bonus Incentive: The City desires to incentivize the Operator to help the City reach its goal of making the Facility self sustaining. If Operator decreases the net negative (as compared to the actual expenses for 2015 and 2016) by a combination of increased revenues and decreased expenses (including utilities) Operator shall be compensated twenty (20%) percent of the reduction (the "Annual Bonus Incentive"). If earned, the City will pay the Operator the Annual Bonus Incentive within thirty (30) days from its receipt of an invoice from Operator. The Operator shall have no rights under the Agreement to make any claim arising out of this "incentive payment" provision except as is expressly set forth in this Article.~~
- d. Compensation for Personal Property: No compensation is due to the Operator from the City or a successor operator for the Operator's personal property used in operations under this Agreement. However, the City or a successor operator may purchase such personal property from the Operator subject to mutually agreed upon terms. Personal property not removed from the Facility by the Operator in accordance with the terms of this Agreement shall be considered abandoned property subject to disposition by the City, at full cost and expense of the Operator, in accordance with applicable laws. Any cost or expense incurred by the City as a result of such disposition may be offset from any amounts owed to the Operator by the City to the extent consistent with applicable laws.
- e. Invoicing: The Operator shall invoice their Fee each month in advance. For example, the fixed fee for July shall be billed in June. City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.

Operator shall also bill the City monthly for incurred costs for operating the Facility. Copies of all receipts and other invoices for which reimbursement is requested shall be included with the Operator's invoice. Such costs shall be in accordance with the approved budget. The City shall have thirty (30) days from receipt of the invoice to submit payment to Operator.

- f. Late Payment: Payments not submitted in a timely manner (within 30 days of receipt) shall incur a five (5%) penalty. If for any reason not the fault of the Operator, the Operator does not receive payment from the City within thirty-five (35) days after the time such payment is due, then the Operator shall assess a five (5%) percent finance charge to the invoice. If payment is not received within 30 days, the Operator has the right to send written notice to the City, alerting them of a fourteen (14) day remedy period. If payment is not received after that fourteen (14) day remedy period, the Operator shall have the right, at its option, and within its sole discretion, to interrupt its personnel and supplies from, and stop providing Services to, the City's Facility without any further or additional notice to the City.
- g. Disputed Invoices: In the event of a dispute regarding an invoice or part of an invoice, the City shall provide the Operator written notice of the dispute within ten (10) business days of receipt of the invoice. Operator and City agree to work cooperatively to resolve the matter. Should the parties be unable to resolve the dispute within thirty (30) calendar days

after written notice, the parties agree to follow the dispute process laid out in this Agreement.

- h. Fee Adjustment: In the event this Agreement expires and the Services continue to be performed without a new Agreement, there will be a five (5%) increase to the Fees that will apply until a new Agreement can be made between the parties. This fee increase will be waived in the event that the renewal delay is caused by the Operator.

It is agreed to by both parties that this Agreement total can be adjusted either upward or downward if both parties decide on a change, which would affect the totals (i.e., Facility hours or number of staff, etc.) An amendment to this Agreement will be executed so that proper billing can be made and such terms made a part of this Agreement. No amendment may be made to this Agreement which will lower the minimum standards established in the Agreement. Both parties must sign any amendment to this Agreement before the respective terms will be binding.

4. TERM OF AGREEMENT/RENEWAL

- a. This Amended Agreement shall commence at midnight on the 1st day of July, 20168 and terminate on the 30th day of June, 2020+8 (the "Term").
- b. Renewal: Operator shall have the option to extend/renew this Agreement one additional time for an additional two years, up to two (2) consecutive times (each for an additional two years) as follows:
 - i. Operator shall provide City with written notice of its intent to renew the Agreement at least one hundred eighty (180) calendar days (by January 1st) –prior to the Agreement Expiration. Renewal notices shall state the following:
 - A. The applicable rates for the new contract term; and, if applicable,
 - B. Any significant changes requested to the existing Agreement;
 - C. Any proposed changes to the scope of services to be performed under the Agreement; and
 - D. Any proposed changes to the Deliverables under this Agreement: Operations Plan, Maintenance Plan; Policies and Procedures Manual; Concessions Plan; Advertising Plan; and Transition Plan.
 - ii. Upon receipt of a Notice to Extend/Renew the Agreement, the City shall:
 - A. Ensure that Operator continues to be eligible to contract with the City [i.e., maintains a valid City of Bethel business license, a valid State of Alaska business license and is not delinquent on any sales taxes or other fees with the City]; and
 - B. Verify that Operator's certificates of insurance are up to date.
 - iii. If City determines renewal is in the City's best interest, City shall then and City has ensured that Operator remains eligible; any increased rates are acceptable; and any proposed contract changes are acceptable. ~~In such situation,~~ City shall give notice to Operator within ninety (90) calendar days (by April 29) of receipt of Notice of Request to Renew/Extend Contract of its intent to renew. At that time, City shall:
 - A. Notify Operator of City's desire to renew/extend;
 - B. Notify Operator of any significant changes requested to the existing Agreement; and
 - C. Notify Operator of any changes requested to the Deliverables under this Agreement.

- iv. Upon mutual agreement by the parties to proposed changes in the Agreement and/or Deliverables, a contract extension shall be prepared and executed by both parties.
- v. If the parties are unable to agree on requested changes to the agreement and/or deliverables, the City may issue a new Request for Proposals.

5. CITY'S RESPONSIBILITIES AND OBLIGATIONS

- A. Cooperation: In order for Operator to provide the level and quality of Services under this Agreement as expected by City, Operator will expect the unconditional and full cooperation of City, which shall include, but not be limited to, the City agreeing to:
- a. Make available to Operator access to the City's Facility as necessary to provide Services;
 - b. Respond to all reasonable requests of Operator to facilitate performance of the Services;
 - c. Provide good faith cooperation reasonably necessary for Operator to perform the Services;
 - d. Provide and maintain a telephone that has restrictions on long distance, 900 and 976 calls. Such telephones are intended for business use only and lifeguards may use them for necessary 911 calls and to page supervisors and managers. Operator will be responsible for ensuring long distance phone bills are kept to those necessary for operation of the Facility. For safety reasons, pool will be closed if phone is not operable.
 - e. Agrees to support Operator in the enforcement of all Facility rules and regulations. Enforcement may include temporary or permanent expulsion from the Facility of any person who fails to comply with any safety rule or regulation.
 - f. Provide Operator with three (3) sets of keys to all doors and gates.
 - g. Cooperate with, and provide assistance to, the Operator who will procure, in City's name and at City's sole cost and expense, all applicable music licenses.
 - h. Designate at least one (1) management level person as the Management Representative. On an ongoing basis, the Management Representative will devote an adequate amount of his or her time to provide management oversight for the program.
 - i. Provide IT services/licenses and support;
 - g.j. Provide building maintenance.
- B. Office Space: City will and provide a lockable and enclosed office space for the on-site program management staff which will contain the :
- a. Telephone with conferencing and long distance capability;
 - b. Computer containing the City's standard software systems
 - c. Color printer with fax capability;
 - d. Internet access with secure firewall system;
 - a.e. File cabinets with capability of being locked

6. DUTY TO NOTIFY

Without prejudice to the other obligations in this Agreement:

- a. Operator shall, as soon as practicable after it becomes aware of the same, inform the City of any circumstances which affect, or will affect, its ability to perform the requirements under this Agreement;
- b. Operator shall notify City of any maintenance issues which it observes or should reasonably observe;
- a.c. Operator shall notify City of any IT issues which it observes or should reasonably observe;
and
- b.d. City shall, as soon as reasonably practicable after it becomes aware of the same, inform

Operator of any circumstances which affect, or will affect, its ability to operate the Facilities.

7. REQUIRED PLANS

Operator will provide a facility manager, lifeguards and other personnel as reasonably required to operate the Facility in accordance with the pool schedules, hours of operation, and staffing requirements as shown in ~~Exhibit "C" (Current the most recent Operations Plan, Operating Plan, Budget and Maintenance Plans)~~. Except for routine and emergency maintenance as required, City agrees to not ~~open enter~~ the Facility ~~to the public at any time unless authorized by Operator in advance in writing without the express consent or knowledge by the Operator~~.

Upon the signing of this Agreement, Operator shall be expected to operate the Facility as per the current Plans set out in Exhibit C. These Plan set out the dates, times, hours and other essential operating parameters for the Facility. Operator will have Policies and Procedures in place for managing its personnel and those policies and procedures will be utilized for personnel management at the Facility. Thereafter Operator shall amend and update each plan in accordance with the process and timeline set out in subsection (i) below.

- a. Operations Plan: Operator shall submit a proposed Operations Plan annually to the City which shall include, at a minimum:
 - i. Proposed Facility schedules;
 - ii. ~~Proposed rates~~ Review of an/or recommended changes to the Fees and Rates set out in the most current City of Bethel Fee & Rate schedule;
 - iii. Proposed hours of operation
 - iv. Proposed program offerings;
 - v. Proposed staffing;
 - vi. Draft checklists for Natatorium/Pool Maintenance (daily, weekly, monthly, quarterly, annually);
 - vii. Draft Cleaning and Maintenance Checklists (daily, weekly, monthly, quarterly, annually);
 - viii. ~~A draft marketing plan outlining the big picture goals for how Operator intends to market the Facility;~~
 - ix. ~~Risk Management plan including life safety, an emergency action plan, emergency closures, notifications, etc.; and~~
 - x-ix. ~~An initial broad picture Concessions Plan outlining how Operator intends to increase revenues at the Concession stand and how Operator will track the success of products offered for sale (food, t-shirts, swimsuits, souvenirs, etc.). The plan shall recommend concession hours, promotions, and menus that have the potential to increase traffic and revenue at the concession stand. Additionally, the plan must address, at a minimum, training personnel in concessions and gate keeping, customer satisfaction, proper food handling, and food handler certifications.~~
- b. Personnel Policy and Procedure Manual: The Operator shall utilize its own personnel policy and procedure manual (hereinafter "Manual") for all Operator personnel. A copy of the Manual shall be provided to the City upon the signing of this Agreement. Operator shall review its Manual by November 1st of each year to ensure it fully complies with all

State and local laws. Any deficiencies shall be addressed and corrected by Operator and a revised Personnel Policy and Procedure Manual shall be prepared. Operator shall provide City with a copy of any updates or changes to Operator's Personnel Policy and Procedure Manual.

- i. Employee Orientation: Operator shall conduct orientation with each new employee which shall cover the health and safety practices of Operator and the City.
- ii. Hazards (Health and Safety) Meetings: Operator shall conduct a hazards (health and safety) orientation for all employees at least quarterly. This orientation shall cover, at a minimum, at least two (2) of the following topics:
 - The safety rules specific to Operator and/or City;
 - The Health, Safety and Wellness policies of Operator;
 - A tour of the work areas and Facility with a discussion associated with work area hazards and safe work practices;
 - Demonstrations and education on how to use emergency eyewashes, first aid kits, fire extinguishers, fire exits, fire alarm pull boxes...;
 - Identification and training, where applicable, of workspaces and where hazardous materials are used, stored and/or disposed;
 - Review of Emergency Evacuation Plan; evacuation signals and procedures, pointing out proper exit routes and a designated assembly area;
 - Review of personal Protective Equipment (PPE) that may be required for any position/employee;
 - Review of proper reporting procedures in the event of an injury and/or accident;
 - Review of the Facility telephone list with names of Health and Safety Committee members highlighted as well as location of safety bulletin board and list of persons who may be contacted in case of an emergency.

Operator to document and maintain a record of all health and safety trainings/meetings and to forward a summary of the training and attendance to the Risk Manager within three (3) weeks of completion of the training or meeting.

b.c. Budget: Operator shall submit a proposed operating Budget to the City for review. ~~The initial proposed budget shall encompass the timeframe from October 1, 2016 to June 30, 2017. Thereafter,~~ Operator shall submit a proposed budget annually no later than ~~April 1st~~ February 15 of each year. City shall review the proposed budget, discuss any requested modifications with Operator and present the proposed operating budget to the City Council for review and approval during the annual budget process each year. Other than the initial operating budget, annual budgets should encompass the timeframe from July 1 to June 30.

Because the Facility is a public facility, Operator and Operator's staff must observe a strict impartiality as to rates and services charged to all visitors in all circumstances. ~~Complimentary and reduced rates may only be provided under circumstances which are customary in the course of business of the character conducted under this Agreement.~~ Operator shall have discretion to set reduced and/or complimentary rates for such things as corporate memberships; sponsorship of events; or other situations where it is a customary or reasonable business practice.

The City reserves the right to review and modify the Operator's complimentary or reduced rate policies and practices as part of its budget approval or whenever the City has articulable concerns regarding a decision by Operator to provide a complimentary or reduced rate.

~~e.d. Marketing Plan: Operator shall provide a quarterly marketing plan to City outlining how Operator will market the Facility during that quarter and providing copies of proposed brochures, schedules, fliers, promotional materials, etc. Operator shall also provide an update on marketing during Operator's monthly report to the City Council.~~

~~d.e. Maintenance Plan: The Maintenance Plan shall include, but is not limited to, addressing how Operator will provide continued maintenance of the Facility and the equipment located within the Facility. Examples of areas to be addressed include:~~

- ~~i. Maintenance, incorporating the manufacturers recommended procedure to comply with and maintain warranties of new equipment;~~
- ~~ii. Upkeep and maintenance of building equipment, including fitness equipment, pumps, valves, regulators, etc.,~~
- ~~iii. Upkeep and maintenance of sanitation and hygiene throughout Facility;~~
- ~~iv. Training of personnel on maintaining proper Facility cleanliness;~~
- ~~v. Checklists and schedules for daily, weekly, monthly, quarterly and annual cleaning;~~
- ~~vi. Recommended cleaning and maintenance supply list;~~

~~f. Concession Plan: Operator shall review the Concession Plan quarterly and make amendments as necessary. Updates on concession sales shall be provided to the City Council monthly along with the regular monthly report to council.~~

~~g. Transition Plan: The Transition Plan shall address a plan of action for training the City to manage the Facility on its own with a projected timeline and steps on how the City could achieve self-management of the Facility. The Transition Plan shall also provide for the orderly transfer of responsibilities, technical information, manuals and plans, maintenance logs, inventory and locally trained staff to a new operator should the City decide not to manage the Facility itself. The Transition Plan shall identify, with specificity, which records are to be retained by Operator. Upon either the City and Operator mutually agreeing not to renew the Agreement or upon the natural expiration of this Agreement, the Operator shall prepare a Transition Plan addressing how the City can manage the Facility on its own. The Transition plan shall include steps on how the City could achieve self-management of the Facility. The Transition Plan shall be completed and submitted to the City no later than sixty (60) days prior to termination of the Agreement.~~

~~h. Amendment or Modification: Schedules, hours of operation, or staffing requirements may be amended or modified. Any amendment or modification to the hours of operation will be in writing, signed by both parties and attached as an addendum to this Agreement and incorporated into this Agreement with full affect. The parties agree that any amendment or modification will be in accordance with the fees and budget set out in this Agreement.~~

~~i. Summary of Plan Deadlines: Operator shall provide draft Plans per the deadlines outlined below. City shall review the drafts and provide any feedback to Operator. Thereafter, Operator shall complete and submit the final plan to City.~~

Description	Draft Deadline	City — Response Deadline	Final Plan Due
Operation Plan (year 1) (2016 to June 30, 2017)	October 1, 2016	October 31, 2016	December 30, 2016
Operation Plan (year 2) July 1, 2017 to June 30, 2018	April 1, 2017	April 30, 2017	June 30, 2017
Policy & Procedure Manual * Same dates annually thereafter	November 1, 2016	December 1, 2016	December 15, 2016
Operating Budget (year 1) (2016 — June 30, 2017)	October 1, 2016	October 31, 2016	December 30, 2016
Operating Budget (year 2) July 1, 2017 to June 30, 2018	March 1, 2017	March 30, 2017	June 30, 2017
Quarterly Marketing Plan 1 st Qtr (Jan — Mar) 2 nd Qtr (Apr — Jun) 3 rd Qtr (Jul — Sep) 4 th Qtr (Oct — Dec)	Dec 1 Mar 1 Jun 1 Sep 1	Dec 15 Mar 15 Jun 15 Sep 15	Dec 30 Mar 30 Jun 30 Sep 30
Maintenance Plan	9/15/16	10/15/16	11/1/16
Transition Plan	10/1/16	10/30/16	11/15/16

Description	Draft Deadline	City — Response Deadline	Final Plan Due
Operation Plan July 1 to June 30	February 1	March 1	March 30
Annual Operating Budget July 1 to June 30	February 15	March 15	March 30

8. PERSONNEL

- a. Operator shall employ only personnel who have been properly trained, certified (if appropriate for the position at issue), and screened by Operator in accordance with Operator's personnel policy rules.
- b. Non-Discrimination: In carrying out this Agreement, Operator shall not discriminate against any employee or applicant for employment because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran. Operator's Personnel Policies and Procedures Manuals shall clearly reflect a non-discrimination policy.
- c. Personnel Approval: All personnel will be pre-screened, hired, trained, disciplined (if appropriate), and terminated (when appropriate) by Operator in accordance with Operator's personnel policies and procedures manual.
- d. Employer. All personnel who will work at the Facility under the terms of this Agreement

shall be employees of Operator, and not employees of City. Operator will pay the following for Operator's employees:

- i. Wages;
 - ii. Income tax withholdings;
 - iii. Social security withholdings;
 - iv. Medicare withholdings;
 - v. State unemployment insurance;
 - vi. Workmen's Compensation insurance;
 - vii. Any other State of Alaska or federal requirements.
- e. Reporting: Operator shall be solely responsible for complying with all State of Alaska and Federal employment reporting requirements such as, but not limited to, OSHA injury reporting, worker's compensation reporting, child labor reporting, etc.
- f. Certification: All lifeguards employed by Operator shall have, at a minimum, current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates, or equivalent Lifeguard Training Certificates as required by the State of Alaska.

At all times during the term of this Agreement, Operator shall have at least two (2) employees with current certification as a Certified Pool Operator (CPO). At least one (1) of the CPO's shall serve in a management capacity.

- g. Identification: Lifeguards and all other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t-shirt displaying Operator's name and/or logo as well as identification badges.
- h. Authority: To create a safe and enjoyable experience, Lifeguards and management staff shall have the authority to discipline all individuals, including expulsion, who use the Facility and will do so within the Lifeguards or management staff 's best judgment and sole discretion and will be consistent with all published and posted rules of the Facility and minimum safety standards. City agrees to support Lifeguard or management staff in enforcing the Facility rules and regulations to provide a safe environment.
- i. Drug, Alcohol and Tobacco Free Workplace: The Operator shall maintain, to the greatest extent possible, a drug, alcohol and tobacco free environment within and outside the Facility. The Operator shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, marijuana or alcohol, is prohibited in the Facility, and specifying actions that will be taken against the employee's for violating the prohibition. In addition, Operator shall establish a drug, alcohol, marijuana and tobacco-free awareness program to inform employees about the danger of drug, alcohol and tobacco abuse in the workplace and the Facility and Operator's policy of maintaining a drug, alcohol and tobacco-free environment both in the workplace and in the Facility. Subject to applicable laws, the Operator shall take appropriate personnel action, up to and including termination, for any employee that is found to be in violation of any of these prohibitions.
- j. Minimum Staffing/Services:
- i. Lifeguards: Operator will provide a sufficient number of qualified lifeguards to maintain adequate safety standards at the Facility and to comply with all Alaska rules and

regulations. The lifeguards shall be responsible for maintaining orderly and safe conditions in and around the pool.

- ii. Instructors: Operator shall provide qualified instructor's to regularly provide swim lessons, exercise lessons and instruction for proper use of Facility equipment. The goal of providing lessons shall be to generate revenue and attendance at the Facility.
- iii. Gatekeepers/Concession Workers: Under this Agreement, Operator will provide a sufficient number of gatekeepers/concession workers to be on duty at all times during open hours.
- iv. Maintenance/Housekeeping: Operator will provide a sufficient number of employees to ensure the Facility remains reasonably clean at all times. Sufficient personnel must be on duty at all times to ensure regular inspections of the restrooms and locker rooms. Locker rooms are to be checked at a minimum once every fifteen (15) minutes in order to ensure the water is not left running, the area is reasonably clean, and theft is reasonably deterred.

9. FACILITY CLOSURE

- a. In case of emergency, Operator may close the Facility temporarily. An emergency may include, but is not limited to, any failure or threatened failure of Facility equipment or other unforeseen causes outside Operator's control. Such action will be documented in writing to City. City will be notified immediately by phone and fax of such closure. Further, Operator will publicly post the closing for such action at the location, will advise the local radio station as soon as practicable and will take all reasonable steps to inform the general public of the closure. No refunds will be given for temporary closings without the authorization of the City Council.
- b. The date on which the Facility is closed for any reason under this section will be the Facility Closing Date. The Facility may be closed by Operator for the following:
 - 1) Emergency Closing: Operator reserves the right to close the Facility if, in Operator's personnel's reasonable belief, there is a threat to the safety or welfare of visitors which may result from (without limitation): hazardous weather advisories, or contamination. Operator personnel will reasonably attempt to contact City's Representative if it is necessary to close the Facility early.
 - 2) Breakdown and Repair of Facility: In Operator's best judgment, Operator reserves the right to close the Facility due to a breakdown of the Facility including, without limitation, the Facility:
 - i. Is significantly inoperable for whatever reason;
 - ii. Requires repairs that must be performed during Facility hours of operation; or
 - iii. Requires repairs necessitating the pool being drained of water.
 - 3) Annual Maintenance Closure: Operator and City agree to schedule an annual closure of the Facility for necessary cleaning and other repairs. It is anticipated the closure will be no longer than two (2) weeks in duration and will be done in sections so as to minimize disruption to users of the Facility (for example, the pool area will be closed while the work-out rooms are open). Based on previous usage data, such annual closure will be scheduled for the summer months whenever possible. This schedule may be amended however, as more reliable user data is

collected.

- c. In the event of a [scheduled](#) Facility Closing, the parties agree that there shall not be any cause for the amendment or modification of this Agreement and Operator will not refund any amounts of compensation paid by City because of a Facility Closing, except as allowed in Section d below.
- d. Should a time lapse of more than seven (7) days from the Facility Closing Date be necessary to perform repairs and/or restore the Facility to normal operations due to the negligent acts or omissions of Operator, then beginning on the tenth (10th) day, Operator shall refund to City V2 percent (0.5%) per day of the total Agreement compensation. If the Facility is not opened for normal operation within ten (10) days after the Facility Closing Date due to the negligent acts or omissions of Operator, then the City may cancel this Agreement by giving seven (7) days advance written notice to Operator.

10. PRIVATE USE OF FACILITY

The Facility is a municipal facility required to be made available to all members of the public. For this reason, the Facility may not be closed to the public for the sole purpose of accommodating the private use of the Facility.

Operator may make the Facility available for private use only after regular Facility hours. Private parties will be booked by the Operator and staffed by lifeguards and other necessary personnel provided by the Operator. The Operator will strictly enforce the Facility rules at these private events and if for any reason the persons attending do not adhere to the Facility rules, the Facility may be closed.

11. ADDITIONAL FACILITIES

City acknowledges that neither the parking lot nor the wind turbine used to provide additional power to the Facility are under the direct supervision of Operator's personnel and shall be beyond the parties' intended scope of services to be provided by Operator.

In no event shall Operator be liable to any party for any loss or claim arising from any injury, damage, cost or other event or occurrence which takes place in any area not directly assigned to Operator under this Agreement, including but not limited to the Facility parking lot and the wind turbine (and area surrounding the wind turbine) used to provide additional power to the Facility.

12. REPAIRS/MAINTENANCE

- a. [City's Responsibilities: City is solely responsible for all reasonable maintenance and repair of the Facility except for damages from the negligent or otherwise actionable conduct of the Operator. City will maintain the Facility free of any mechanical, structural, electrical or fire hazards; in compliance with all applicable local and state codes; and in a good state of general repair and maintenance suitable for the Operator's use. City may enter the Facility at all reasonable times to examine the condition of the Facility](#)
- b. [Operator's Responsibilities: Operator shall be responsible for general maintenance,](#)

preventative maintenance, repairs and housekeeping of the Facility to the reasonable satisfaction of the City. Operator maintenance includes, but is not limited to, all surfaces, furniture, fixtures, and equipment. This includes pool systems, fitness and exercise equipment, and concession equipment. Operator is not expected to make major repairs but is expected to maintain the Facility in reasonably good shape, less normal wear and tear. Operator is responsible for notifying City of any maintenance issues.

c. Maintenance: Operator shall notify City of any significant maintenance or repair issues that occur at the Facility as soon as practicable but in no case no more than forty-eight (48) hours after the incident has occurred.

~~Operator, at the City's sole expense, shall be solely responsible for maintenance, preventative maintenance, repairs and housekeeping of the Facility to the reasonable satisfaction of the City and in accordance with the approved Maintenance Plan. Operator maintenance (which may be performed by subcontractors) includes, but is not limited to, all surfaces, systems and furniture, fixtures and equipment. This includes pool systems, data and information technology systems, fitness and exercise equipment, concession equipment, HVAC systems, electrical systems and fire and life safety systems.~~

~~a.d.~~ Operator shall at all times during the term of this Agreement provide and maintain adequate safety equipment as outlined in Exhibit "B".

~~b.e.~~ Maintenance Records and Logs. The Operator shall maintain maintenance records and logs. At a minimum, these records shall include:

- i. To the extent that the following pertains to matters for which Operator is responsible and that are included in the services to be performed by Operator under this Agreement and/or all other related documents, demonstrated compliance with current Alaska Department of Environmental Conservation (ADEC) regulations, including, but not limited to, the recording of the following information for each day that the Facility is open to the public:
 - ✓ The hours of operation;
 - ✓ The length of time that the pumps and filters are in operation, and the rate of pressure, vacuum, and rate of flow readings;
 - ✓ The date that each filter is backwashed or cleaned;
 - ✓ The frequency and results of alkalinity and hardness tests;
 - ✓ The frequency and results of pH and disinfectant tests (pH and disinfectant tests must be made two [2] or more times, and depending upon chlorine or bromine demand);
 - ✓ The amount of water and chemicals added to maintain water quality;
 - ✓ Equipment failure;
 - ✓ Any gross water contamination, for example, vomiting, feces, etc.; or
 - ✓ Repair while the pool is in operation
- ii. The Operator shall submit duplicate records on a monthly basis to ADEC while the Facility is in operation.
- iii. Check-lists for routine maintenance, preventative maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annual and annual).

- iv. Equipment logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines and specifications.
- v. Confined space entry equipment (as specified by manufacturer).
- vi. All logs and records must be maintained for a minimum of three (3) years.

e.f. City shall be responsible for causing the completion of all major structural repairs. Operator shall be solely responsible for reporting any repair needs to the City as soon as they are identified. The City will provide snow plowing of the parking lot and will maintain the Wind Turbine. The City does not intend to provide any other maintenance.

d.g. Operator will supply all necessary personnel and chemicals to provide the services required by this Agreement that all materials, services and repairs shall comply with the annual approved budget and shall be charged to the City. It is also understood that equipment breakdowns cannot always be foreseen. Operator will do everything reasonable to maintain the Facility in good repair. Any extra usage of chemicals or labor as a result of repair will be billed to City. Operator assumes no liability or responsibility for water quality or facility maintenance due to breakdowns of City's Facility (unless caused by Operator), during periods of repair, or other unforeseen reasons causing damage to the Facility, and Operator shall not be responsible or liable to City for a facility closing due to a breakdown or repair unless that breakdown or repair was caused by Operator or Operator's failure to reasonably act. Operator will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or chemicals be needed to restore the Facility to like new condition, the cost of these services and chemicals will be charged to the City. Operator may close the Facility under this Section during which time Section 9 (Facility Closing) of this Agreement shall apply.

e.h. Operator shall have authority to replace, repair or obtain the services of third parties to replace or repair Facility equipment for all repairs that are equal to or less than two thousand (\$2000.00) dollars without the prior approval of City. Such items will be billed separately to City. City must provide written approval for any repair expected to cost more than two thousand (\$2,000.00) dollars, except when repairs are immediately required to prevent further damage to the Facility or when Operator reasonably believes there is an immediate need or emergency situation, or Operator is unable to reasonably contact City's Representative.

f.i. Any repairs required as the result of Operator's gross negligence or willful conduct shall be done at Operator's sole expense, and shall not be subject to reimbursement.

13. SIGNAGE AND POSTING OF RULES

Operator shall prominently display a sign at the Facility in a conspicuous place stating Operator's name, address and phone number and designating Operator personnel as being responsible for the safety and welfare of users, the quality of the Facility and performance of Operator personnel.

14. DAMAGES DUE TO VANDALISM, WEATHER AND ACTS OF GOD

- a. Operator shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the Facility or related facilities, and Operator shall not be responsible for any additional expenses to restore Facility to working order as a result thereof. Operator shall report any incidents of vandalism or mischief, or damages caused by inclement weather or Acts of God to City's Representative prior to undertaking any repairs.
- b. In the event of vandalism or mischief, inclement weather, or Acts of God, Operator personnel will take steps reasonably necessary to prevent additional damage to the Facility, but assumes no duty or responsibility for any failure to prevent damage and shall not be held responsible for any damages other than that caused due to the negligence of Operator and its employees.

15. CHEMICAL AND MAINTENANCE SUPPLIES

- a. Operator will provide Facility chemicals including, but no limited to, **chlorine tablets, liquid chlorine, muriatic acid, stabilizers, calcium chloride, soda ash, soda bicarbonate**, and other chemicals needed for normal Facility operation and to maintain Water Quality in a safe and sanitary manner.
- b. Operator will provide miscellaneous cleaning and operating supplies including **Facility test equipment and reagents, restroom cleaning materials, toilet paper, paper towels, light bulbs, trash bags, Facility tile cleaner, hand soap, sponges, etc.**
- c. Operator shall order sufficient quantities of all chemical and maintenance supplies during the summer barge season to have a full-year of stock on hand by the close of barge transportation (late summer). Chemical and maintenance supplies shall include all critical spare parts needed for proper operation of the Facility.

16. VISITOR SAFETY EQUIPMENT

Based upon the recommendations and training programs of the American Red Cross, the City mandates the equipment identified and set out in Exhibit B (Minimum Safety Equipment) of this Agreement be present at the Facility at all times. This equipment is the property of the Facility.

Operator will inventory and inspect this equipment prior to the Facility transfer, will notify and inform City of any shortfalls and necessary purchases and repairs of same and will ensure the proper supplies are ordered, on hand, and, if feasible, will order any recommended spares.

17. INDEMNIFICATION, INSURANCE, AND LIABILITY LIMITS

a. Indemnification

- 1) The Operator agrees to indemnify, defend, and hold harmless City against all claims, demands, suits, judgments, court costs, reasonable attorney's fees, attachments, and other legal action for loss of life, injury, or damage to property of any third party to the extent growing out of or by reason of any negligent act or omission or any willful misconduct of Operator, while performing Services at the Facility under this Agreement. The Operator shall not have any obligation to indemnify, defend and hold harmless to the extent that any such claim is caused by the negligence or willful

misconduct of the City, its employees, its agents or any other third party.

- 2) The City agrees to indemnify, defend, and hold harmless Operator against all claims, demands, suits, judgments, court costs, reasonable attorney's fees, attachments, and other legal action for loss of life, injury, or damage to property of any third party to the extent growing out of or by reason of any negligent act or omission or any willful misconduct of City. The City shall not have any obligation to indemnify, defend and hold harmless to the extent that any such claim is caused by the negligence or willful misconduct of the Operator, its employees, its agents or any other third party.
 - 3) This Agreement does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Agreement to maintain a suit based on this Agreement or any term or provision of the Agreement, whether for personal injuries, property damage, or any other claim or cause of action.
- b. **Right to Defend Actions:** The indemnifying Party shall have the right, but not the duty, to assume the defense of any claim for which indemnification is sought. Any Party shall, as soon as practicable after receiving notice of any claim brought against it, deliver to the indemnifying Party full particulars thereof and shall render all reasonable assistance requested by the indemnifying Party in the defense of such claim.
- c. **Indemnified Party not to Compromise:** Where any Party has an obligation to indemnify the other Party, such other Party shall not compromise or in any way settle any claim, lawsuit, action or cause of action without the express written consent of the other Party who has the obligation of indemnifying. Where such consent is not obtained prior to such compromise in settlement, and the claim is, in fact, settled, then the Party who had the obligation of indemnifying shall be released and discharged from all obligations.
- d. Any payment payable by the indemnifying Party to the indemnified Party pursuant to this Section 17 shall be paid within forty-five (45) days from the date on which a claim for such payment accrues to the indemnified Party under this Agreement.
- e. **Required Insurance** - Operator shall maintain the following noted insurance during the duration of the Agreement as evidenced by the filing a certificate of insurance annually within two weeks of the annual renewal and including the City of Bethel as additional insureds:
- i. **Workers' Compensation:** As required by AS 23.30.045, for all employees of the Operator engaged in work under this Agreement. The coverage shall include:
 - 1) Waiver of subrogation against the City;
 - 2) Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
 - ii. **Commercial General Liability:** On an occurrence policy form covering all operations with combined single limits not less than:
 - 1) \$1,000,000 Each Occurrence;
 - 2) \$1,000,000 Personal Injury;
 - 3) \$2,000,000 General Aggregate; and

- 4) \$2,000,000 Products-Completed Operations Aggregate.
- iii. **Automobile Liability:** Covering all vehicles used by Operator in the performance of its duties with coverage limits not less than \$1,000,000 each occurrence.
 - iv. **Umbrella Coverage:** Not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability, completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The Umbrella coverage described herein covers general liability and automobile liability only.
 - v. The City shall be included as an additional insured on policies required by paragraphs 17.a.i thru iv above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the City of Bethel whether through self-insurance or otherwise for any claims subject to Operator's indemnification obligation set forth in this Agreement.

In any agreement with subcontractors performing work, the Operator shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be included as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Bethel and to add the City of Bethel as an additional named indemnity and include the City as an additional insured through the use of a blanket additional insured endorsement.

- f. **Certificate of Insurance** - The Operator shall furnish evidence of insurance to the City upon renewal annually. The evidence shall be issued to the City and shall be a certificate of insurance:
 - i. Denoting the type, amount, and class of operations covered;
 - ii. Showing the effective (and retroactive) dates of the policy;
 - iii. Showing the expiration date of the policy;
 - iv. Including all required endorsements;
 - v. Be executed by the carrier's representative; and
 - vi. If a certificate of insurance, include the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of the Yukon Kuskokwim Regional Aquatic Health and Safety Center. The Operator endeavors to notify the City, in writing, at least thirty (30) days before cancellation of any coverage or reduction in any Limits of liability. "

The City's acceptance of deficient evidence of insurance does not constitute a waiver of Agreement requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may, in the City's discretion, be sufficient grounds for declaring the Operator in default should Operator fail to cure said action within five (5) business days of notice from the City.

- g. **Liability Limits** - Both parties mutually agree to waive any remedy or claim for indirect, incidental, special or consequential damages or claims for loss of business or profits.

18. BONDING (Fidelity Bonds)

Fidelity Bonds – For the duration of this Agreement, Operator shall show evidence of, and maintain in force the following:

- a. An employee's blanket fidelity bond which provides coverage for honesty and loss from fraudulent or dishonest acts by employees.
- b. Computer fraud fidelity bond, which provides coverage for the fraudulent transfer by computer causing wrongful abstraction of money, securities or other property.
- c. The two items above (ia) and (ib) may be separate or combined into one form of bond in an amount not less than Two Hundred Fifty-Thousand (\$250,000) Dollars.

19. ACCOUNTING RECORDS AND REPORTS

- a. **Accounting System** - The Operator shall maintain an accounting system with an easy to understand account classification system under which its accounting can be readily identified. Such accounting system shall be capable of providing the information required by this Agreement, including but not limited to, revenues collected, repair and maintenance expenses, operating expenses, etc. The Operator's system of accounts classification shall be directly related to the Operator's annual budget, monthly and annual financial reports and invoicing.
- b. **Monthly Reports** - The Operator shall submit a monthly financial report to the City. The report shall be in narrative and numerical accounting format and include copies of all invoices supporting claimed expenses.
 - i. The narrative report shall clearly state if the overall operations, both revenue and expenses, are over or under budget for the month and the year, identify specifically what cost areas are over budget or revenue areas are under budget, provide an explanation as to any deviation and explain what corrective actions are required, if any.
 - ii. The numerical accounting report shall provide actual costs and revenues versus budgeted amounts for each category of accounts classification, reported for the specific month and cumulative for the year. Deviations from the operations plan, annual budget, or maintenance plan require advance written approval from the City Manager. The monthly report shall provide a record of all such approvals provided by the City the previous month.
 - iii. The monthly report shall be certified as true and correct by an officer of the Operator and submitted with the monthly invoice.
 - iv. In addition to the monthly financial reports, the Operator shall provide a monthly statistical and narrative report on the usage of the Facility. The report shall be in a form and format as approved by the City. The report shall be submitted monthly with the invoices and annually with the other annual reports.
 - v. **Miscellaneous Reports and Data:** From time to time the City may require the Operator to submit other reports and data regarding its performance under the Agreement or otherwise, including, but not limited to, operational information. This may include presentations to the City Council and discussing such things as

programs, and local hire and training.

- c. **Annual Financial Report** - The Operator shall submit an annual financial report in the same form and format as the monthly reports. The narrative report shall summarize any significant cost and revenue deviations from the annual budget. The annual report shall be certified as true and correct by an officer of the Operator and submitted with the final invoice for that budget year.
- d. **Inventory** - The Operator shall perform an annual inventory of the real property as set forth in Exhibit A -Land, Real Property Improvements and Equipment. The inventory report shall be certified as true and correct by an officer of the Operator and submitted either before or along with the final invoice for that budget year.
- e. **Accounting Records** - For all expenditures made for the operations and maintenance of the Facility, the Operator shall maintain and make available, on reasonable notice, for inspection and examination, at all reasonable times, all records relating to this Agreement and of transactions performed pursuant to this Agreement for a minimum of five (5) years from the date of the record. If the City has reasonable cause to believe that any information on the monthly or annual financial report is not accurate, the City may audit the books and/or estimate the figures based on any information available.
 - i. The City shall notify the Operator, in writing, that the City has estimated the amount of sales and revenue, stating the estimated amount. The City shall serve the notice on the Operator by delivering the notice to the Operator as per the notice section of this Agreement.
 - ii. The City's estimate shall become a final determination unless:
 - 1) The Operator, within thirty (30) days after service of notice of the estimate, files a formal appeal to the City Manager; or
 - 2) The Operator files a complete and accurate financial statement indicating the figures in question and explaining them to the satisfaction of the City.
 - 3) In either event above, Operator consents to an independent audit and agrees to cooperate fully with the audit process.
 - 4) The City may request, and the Operator must furnish, any additional information deemed necessary for a correct evaluation of the finances of the Facility.
- f. **Sales Tax Records** -Operator shall familiarize themselves with, at a minimum, that portion of the Bethel Municipal Code (hereinafter "Code") which deals with Sales Tax. Operator shall collect the appropriate sales taxes for each sale and rental at the facility (currently 6%). The taxes shall be in addition to the sales and rental costs. Operator shall file a City of Bethel tax return form and shall remit the appropriate taxes as per the Code and any subsequent amendments thereto.
- g. **Audit by City:** The City reserves the right to conduct an annual audit 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 Operator. Operator agrees to cooperate by providing, upon reasonable notice which shall be not less than thirty (30) 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. The audit may include, but is not limited to:

- i. Agreement Compliance
- ii. Review of Financial Records that relate to the services performed under this Agreement
- iii. Staff Skills Assessment
- iv. Staff Selection and Training Procedures
- v. Policies and Procedures Review
- vi. Site Inspection
- vii. Code Compliance and Record Keeping Practices
- viii. Adherence to Aquatic Safety Standards
- ix. Facility and Equipment Maintenance

In the event deficiencies are identified in the audit, the Operator and the City will be required to discuss, in good faith, such findings as well as the extent to which any corrections may be made.

If the independent audit discovers more than five percent (5%) of the annual budget in errors resulting from Operator's failure to accurately report revenues, expenses and/or sales and taxes due thereupon, the Operator shall bear responsibility for the full cost of the audit. Otherwise the cost of the audit will be borne solely by the City.

- h. **Dispute:** If any dispute arises between the Parties, all records relating to matters involved in such Dispute shall be preserved until the resolution of such Dispute. Certified copies of such records as are required to be maintained by this Agreement shall be made available at the requesting Party's cost and expense.

20. NOTICES

- a. **Safety:** It is the Operator's duty and responsibility to notify the City of any problems or areas of concern pertaining to safety of the Facility and its patrons.
- b. **Injury:** Operator shall notify the City of any injuries requiring medical attention or any significant incidences (such as potential drowning) as soon as practicable but in no case no more than forty-eight (48) hours after the incident has occurred.

All notices required or permitted under this Agreement shall be in writing [in English] and shall be sent to:

OPERATOR: *Health Fitness Corporation*

400 Field Drive

Lake Forest, IL 60045

Attention: Contract Administration Associate Facsimile: 847.615.3872

Email: contracts@hfit.com and lawcontracts@trustmarkins.com

CITY:	City of Bethel	with copy to	City of Bethel
	Attn: City Manager		Attn: City Attorney's Office
	PO Box 1388		PO Box 1388
	Bethel AK 99559-1388		Bethel AK 99559-1388

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

OPERATOR: James Aranowski, Regional Vice President, 248.427.8140

CITY: ~~Ann K. Capela~~ Peter Williams, City Manager, (907) 543-1373 or (907) 545-01434150

Either party may notify the other Party of a change to its name, relevant addressee, address or facsimile number, provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place or, if no date is specified or the date specified is less than fifteen (15) business days after the date on which notice is given, the date falling thirty (30) business days after notice of any such change has been given.

21. SUSPENSION/TERMINATION

- A. **Suspension**. In the event of danger to life or significant damage to the Facility, the City may temporarily suspend operations under this Agreement in whole or in part. As soon as practicable, the City will give notice to the Operator and will determine a re-open plan. During such period of suspension, the City shall continue to pay to Operator all amounts due under this Agreement.
- B. **Cancellation for Un-Appropriated Funds**: The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Operator at least one hundred twenty (120) days prior to the Effective date of such cancellation. The obligation of the City for payment to Operator is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- C. **Termination for Convenience**: Either party may terminate this Agreement at any time and for any reason whatsoever upon providing at least one (1) year prior written notice to the non-terminating party.
- D. **Events of Default**:
 - i. **Cancelation for Non-Payment**: If for any reason payment in full of any charge is not received within thirty (30) days from the due date, the Operator may cancel this Agreement and terminate all services by giving a fourteen (14) day written notice to terminate at the end of such fourteen (14) day period without further liability whatsoever.
 - ii. **Cancelation by Mutual Agreement**: Operator and City may cancel this Agreement at any time by mutual written agreement. Each party shall be required to continue full performance under the terms of this Agreement until the effective cancelation date.
 - iii. **City's Event of Default**: Each of the events described below shall constitute a City Event of Default:
 - 1) A material breach by City of any obligation under this Agreement, which

(where capable of remedy) has not been remedied within thirty (30) days following notice from Operator stating that such breach has occurred, identifying the breach and demanding it to be remedied, provided that if City has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within thirty (30) days, it shall be allowed such further period of up to sixty (60) days or as may be reasonably necessary and approved by Operator to complete the remedial action;

- 2) City has made material misrepresentation in the representations and warranties set out in this Agreement and has not disclosed any material fact which renders any such representation or warranty materially misleading;
- 3) The reorganization, merger, consolidation, amalgamation, dissolution or reconstruction of City, except to the extent that it does not affect the ability of the resulting entity to perform its obligations under this Agreement;
- 4) Except for the purposes permitted under subsection 3, the occurrence of any of the following events (other than as a direct result of Operator Event of Default):
 - Passing of a resolution or initiation of any proceeding for the bankruptcy, insolvency, winding up, liquidation of or other similar proceedings relating to the Facility;
 - The appointment of a trustee, liquidator, custodian or a similar person, which appointment has not been set aside or stayed within sixty (60) days of such appointment; or
 - The making by a court having jurisdiction of an order winding up or otherwise confirming the bankruptcy or insolvency of the Facility, which order has not been set aside or stayed within sixty (60) days; and
- 5) City ceasing to hold a license, permit or consent, as a result of breach by City of the terms and conditions of such license, permit or consent, making it unlawful for City to operate.

iv. **Operator Event of Default:** Each of the events described below shall constitute an Operator Default:

- 1) A material breach by Operator of any obligation under this Agreement, which (where capable of remedy) has not been remedied within thirty (30) days following notice from City stating that such breach has occurred, identifying the breach and demanding it to be remedied, provided that if Operator has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within thirty (30), it shall be allowed such further period of up to sixty (60) days or as may be reasonably necessary to complete the remedial action;
- 2) Operator has made material misrepresentation in the representations and warranties set out in this Agreement and has not disclosed any material fact which renders any such representation or warranty materially misleading;
- 3) The reorganization, merger, consolidation, amalgamation, dissolution or reconstruction of Operator, except to the extent that it does not affect the ability of the resulting entity to perform its obligations under this Agreement;
- 4) Except for the purposes permitted under subsection 3), the occurrence of any of the following events (other than as a direct result of City Event of Default):

- Passing of a resolution or initiation of any proceeding for the bankruptcy, insolvency, winding up, liquidation of or other similar proceedings relating to Operator;
 - The appointment of a trustee, liquidator, custodian or a similar person, which appointment has not been set aside or stayed within sixty (60) days of such appointment; or
 - The making by a court having jurisdiction of an order winding up or otherwise confirming the bankruptcy or insolvency of Operator, which order has not been set aside or stayed within sixty (60) days; and
- 5) Operator ceasing to hold a license, permit or consent, as a result of breach by Operator of the terms and conditions of such license, permit or consent, making it unlawful for City to operate.
- v. **Consequences in the Event of Default:** In the case of Operator Event of Default, City may terminate this Agreement and in the case of a City Event of Default, Operator may terminate this Agreement, in either case by giving a notice ("Termination Notice") to the other whereupon this Agreement shall terminate upon the date specified in such Termination Notice or such later date as the Parties may have agreed.
- vi. **Sole Grounds for Termination:** The provisions of this Paragraph 21, and any other provisions in this Agreement wherein a termination right exists, shall be the sole and exclusive grounds on which the Parties may terminate this Agreement.
- vii. **Damages/Payment in the Event of Termination:** In the event of termination of this Agreement for breach, the total compensation due to the Operator for such termination shall be calculated based on the work completed through the effective date of termination.

Upon termination of this Agreement for any reason or upon its expiration, and except as otherwise provided in this section the Operator shall, at the Operator's sole expense, promptly vacate the premises, remove all of the Operator's personal property, repair any damages occasioned by installation or removal of such property (reasonable wear and tear excepted), and ensure the Facility is in at least as good condition as it was at the beginning of the term of this Agreement, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Agreement. Operator shall also comply with all applicable requirements of the transition plan. *All documents, manuals, logs and other records prepared by Operator during the operation of the Facility shall be turned over to the City at the termination or expiration of this Agreement.*

22. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve all issues.

- 1) Should an issue arise, the party believing itself to be aggrieved shall provide written notice to the other party within ten (10) days of the alleged grievance.
- 2) Upon receipt of the grievance, the parties will schedule a teleconference to attempt to

resolve the issue. The teleconference shall occur within fourteen (14) days of the grievance occurring.

- 3) If the parties are unable to resolve the matter during the teleconference, they shall schedule a face-to-face meeting. Said meeting shall be attended by those persons from City and Operator empowered to resolve the matter. The meeting shall occur within thirty (30) days from the date the grievance occurred unless otherwise extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.
- 4) Should the face-to-face meeting fail to resolve the matter; the parties agree to submit the matter to a court having competent jurisdiction by filing a complaint.

23. CONFIDENTIALITY AND SECURITY

Each party shall take all proper steps to keep confidential any trade secrets or confidential information learned about the other party or its customers during the course of this Agreement.

Each party shall protect the keys and other secure property of the other party and shall take appropriate and reasonable steps to ensure security is maintained. In the event of a breach of security, the party whose security is breached shall notify the other party as soon as practicable.

24. CONFLICTS

Neither Operator nor any of Operator's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Operator's loyal and conscientious exercise of judgment and care related to Operator's performance under this Agreement.

Operator further agrees that none of Operator's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she or Operator is not a party, unless compelled by court process. Further, Operator agrees that such persons shall not give sworn testimony or issue a report in writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Operator or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Operator is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Operator agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Operator. If Operator is unable to require a subcontractor to comply with the provisions of this section, then Operator shall notify the City and the parties agree to discuss, in good faith, reasonable alternatives.

25. SUBCONTRACTORS

Operator may hire or retain such employees and subcontractors as it deems reasonably necessary or appropriate in connection with the Services provided under this Agreement. Prior to hiring any subcontractors, Operator shall ensure the subcontractor is eligible to work on City facilities. Eligible subcontractors are those that:

- a. Are not delinquent in their remittance of city sales taxes or other fees;
- b. Have a State of Alaska business license;
- c. Are properly licensed and/or certified to perform the services for which they are being retained (when applicable).

In the event Operator engages any subcontractor in the performance of this Agreement, Operator shall ensure that all of Operator's subcontractors perform in accordance with the terms and conditions of this Agreement. Operator shall be fully responsible for all of Operator's subcontractors' performance, and liable for any of the Operator's subcontractors' non-performance and all of subcontractor's negligent acts and omissions. Operator shall defend, at Operator's expense and indemnify and hold City and City's officers, employees and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement or judgment, including any award of reasonable attorneys' fees and any award of reasonable costs, by or in favor of any of Operator's subcontractors for payment for work performed for City by any of such subcontractors; provided that City made available and paid to Operator the funds necessary to pay such subcontractor for work performed for the City, and from and against any third party claim, lawsuit, action, fine, penalty, settlement or judgment, including any award of reasonable attorney fees and any award of reasonable costs, to the extent occasioned by or arising out of any negligent act or omission by any of Operator's subcontractors.

26. GENERAL PROVISIONS

- a. Amendments: This Agreement may only be amended or varied by the written agreement of both Parties.
- b. Assignment and Performance: Neither this Agreement nor any right or interest herein shall be assigned, transferred or encumbered without the written consent of the other party whose consent shall not be unreasonably withheld, conditioned or delayed.
- c. Captions/Headings: The captions or headings of this Agreement are for convenience or reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.
- d. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior agreements, relationships or negotiations, written or oral. Any rights or liabilities arising by reason of any prior written or oral representations, whether or not at the date of this Agreement, are canceled to the extent they have any bearing on this Agreement.
- e. Further Assurance: Each Party agrees to execute and deliver all such further instruments and do and perform all such further acts and things as shall be necessary for the carrying out of the provisions of this Agreement.
- f. Good Faith: The Parties undertake to act in good faith in relation to the performance and

implementation of this Agreement and to take such other reasonable measures as may be necessary for the realization of its objectives.

- g. Governing Law: This Agreement shall be deemed to have been entered into in Bethel, Alaska. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Agreement shall be filed in the appropriate local or federal court. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
- h. Interpretation: Whenever the terms of this Agreement are unclear, the parties and any court reviewing the same shall first look to the original Agreement, then this Agreement, then the Request for Proposals (Exhibit D – Original Agreement) and finally the Operator's Proposal (Exhibit E – Original Agreement) for clarity as to the parties' intent. ~~Notwithstanding the foregoing, any conflict between the terms contained in the Scope of Work and the terms contained in either Exhibit D and/or Exhibit E shall be resolved in favor of the terms contained in the Statement of Work.~~
- i. Joint Drafting: The parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.
- j. Hazardous Materials: Operator will be working with pool chemicals which are considered hazardous materials. Operator is required to follow all Alaska Department of Environmental Conservation (DEC) rules and regulations regarding the proper storage, use and disposal of the Facility chemicals. Any spills will be reported immediately to the City and DEC and clean-up will be undertaken as per 18 AAC 75.300, et al. If a spill or hazardous condition is caused by or materially contributed to by Operator and/or their use of the Facility, Operator shall be solely responsible for the safe clean-up and disposal of the hazardous material(s).
- k. Legal, Regulatory And Policy Compliance: This Agreement, operations thereunder by the Operator, and the administration of it by the City shall be subject to all applicable state, federal and local laws, especially, but not limited to, 18 AAC 30.500-590 (Regulations for Public Swimming Pools and Spas). Operator agrees to comply with all applicable laws in fulfilling its obligations under this Agreement at its sole cost and expense; provided, however, Operator shall have no responsibility or liability whatsoever for any costs or expenses associated with compliance with applicable federal state, and/or local laws, rules or regulations covering public access to the Facility (e.g. the American Disabilities Act access standards).
- l. Materiality: City and Operator agree that each requirement, duty and obligation set forth here was bargained forth at arm's length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.
- m. Public Release: All information required to be submitted to the City by the Operator pursuant to this Agreement is subject to public release by the City.
- n. Intellectual Property. Each party acknowledges that the other party owns Intellectual Property as of the effective date of this Agreement, the possession of which shall not be challenged while this Agreement is in effect nor upon expiration or termination of

this Agreement. Each party agrees that, except as explicitly and specifically provided in this Agreement, it shall acquire no license, right, title or interest in or to the other party's Intellectual Property by virtue of this Agreement. For purposes of this Agreement, "**Intellectual Property**" means the collective reference to all rights, title, interest, and privileges in or relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including all creative or proprietary interests, data, tools, business processes, methods, symbols, copyrights, patents, trademarks, service marks, trade names, trade secrets, internet domain names and licenses, whether now or hereafter existing.

The City shall own and continue to own: (i) all Intellectual Property owned by the City prior to the date of this Agreement, and (ii) all Intellectual Property developed or purchased by the City independent of and apart from this Agreement (collectively, "**City Intellectual Property**"), and nothing herein grants or transfers to Operator any ownership interest in such City Intellectual Property.

Operator (including, for all purposes, Operator's Affiliates, and third party licensors) shall own and continue to own all Intellectual Property owned by Operator prior to the date of this Agreement, including, without limitation, (i) all registrations worldwide for a family of trademarks incorporating the term *Live for Life*, used for a variety of health-related goods and services and (ii) all programming and operational manuals prepared by Operator for delivery of services and management of the Facility under this Agreement and all systems and methods of delivery for the services and management of the Facility (collectively, "**Operator Intellectual Property**"), and nothing herein grants or transfers to the City any ownership interest in such Operator Intellectual Property, even if such Intellectual Property is embodied in any services or deliverables provided to the City under this Agreement. Notwithstanding the foregoing, the City shall have the right to use and reproduce, for its business purpose and not in any way that competes with Operator, such reports and manuals produced for it by Operator under this Agreement without having to pay a royalty to Operator and (ii) Operator shall have the right to use, consistent with its customary business practices, any Operator Intellectual Property (which shall not include any City data) contained in such reports. For purposes of this Agreement, the term "**Affiliate**" shall mean any other entity directly or indirectly controlling, controlled by or under common control with entity. An entity shall be deemed to control another entity if the controlling entity owns fifty-one percent (51%) or more of any class of voting securities (or other ownership interests) of the controlled entity or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled entity, whether through ownership of stock or other ownership interests, by contract or otherwise.

- o. Relationship of Parties: This Agreement does not create an association, joint venture, or partnership between the Parties. Neither Party has any right, power or authority to enter into any agreement or undertaking for, or to act on behalf of, or to act as an agent or representative of, or to otherwise bind, the other.
- p. Right of Entry: The City shall have the right at any time to enter upon or into the Facility for any purpose it may deem necessary for the administration of this Agreement.
- q. Rights and Remedies: The parties' rights, liabilities, responsibilities and remedies with

respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be those expressly set forth in this Agreement, as well as permitted at law or in equity.

- r. Severability: If a court of competent jurisdiction invalidates or finds any one or more of the provisions of this Agreement are unenforceable it shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
- s. Successors: This Agreement binds and ensures to the benefit of the Parties and their respective successors and permitted assigns.
- t. Taxes: Any and all taxes or assessments of any nature that may be lawfully imposed by the State or the City upon the business, including sales taxes, shall be collected and paid promptly by the Operator.
- u. Third Parties: This Agreement does not grant rights or benefits of any nature to any third party.
- v. Waiver: The failure of either party to insist, enforce or require strict performance of any provision in the Agreement or to act in respect to the defaults of the other Party, and no acceptance of payment or performance during the continuance of any such default precludes any right, relief or remedy available to the non-defaulting Party, and may not be relied on by the other Party as a consent to those defaults.

27. REPRESENTATION AND WARRANTIES

- a. Operator represents and warrants to City that:
 - i. It has the full legal ability and authority to enter into and carry out its obligations under this Agreement and this Agreement constitutes a valid, legally binding and enforceable obligation of Operator and does not conflict with the terms of any other agreement by which it may be bound;
 - ii. All approvals necessary to allow Operator to enter into this Agreement and to carry out the obligations contemplated herein have been given or received and shall remain in full force and effect;
 - iii. There are no applicable constitutional provisions, laws, regulations, decrees or rules of Competent Authorities of Alaska in force on the date of execution of this Agreement, which restrict or prohibit the ability of Operator to enter into and perform the terms of this Agreement. Operator is not entitled to immunity from legal process or jurisdiction on grounds of sovereignty or otherwise; and
 - iv. This Agreement does not conflict with any provisions of any Law, including any regulation of the State of Alaska as in effect on the date of execution of this Agreement.
- b. City represents and warrants to Operator that:
 - i. It is a validly existing municipal corporation under the laws of the State of Alaska;
 - ii. It has the full legal ability and authority to enter into and carry out its obligations under this Agreement and this Agreement constitutes a valid, legally binding and enforceable obligation of City and does not conflict with the terms of any agreement by which it may be bound; and
 - iii. There are no provisions of any organizational document of City which restrict or prohibit the ability of City to enter into and perform the terms of this Agreement.

28. EXHIBITS

Exhibit A - Land, Real Property Improvements and Equipment ([updated 7/1/18](#))

~~Exhibit B - Minimum Safety Equipment Required~~

~~Exhibit C - Preliminary Operations Plan & Budget~~

~~Exhibit D - City's Request for Proposal~~

~~Exhibit E - Operator's Proposal~~

~~Exhibit F - Scope of Work~~

CITY OF BETHEL

HEALTH FITNESS

Peter A. Williams
City Manager
Dated: _____

By:
Its:
Dated: _____

CITY OF BETHEL ACTION MEMORANDUM

Action Memorandum No.	18-47		
Date Action Introduced:	June 12, 2018	Introduced By:	C. Manager Williams
Date Action Taken:	June 12, 2018	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed By:			

Authorize the City Manager to dispose of City property via sale or lease pursuant to the provisions set out in Bethel Municipal Code 04.08.030.

Route To:	Department/Individual	Initials	Remarks
<input checked="" type="checkbox"/>	City Manager	PW	
<input checked="" type="checkbox"/>	City Attorney	<i>SB</i>	Follows procedure in BMC, Chapter 4

Attachment(s): United States Survey (Close-Up); Bethel Grid Map # 1711; Google Earth Aerial Photograph

Amount of Fiscal Impact	Account Information
No fiscal impact	
Funds are budgeted for	
Funds are not budgeted for Budget modification required	
Positive Fund Gain	

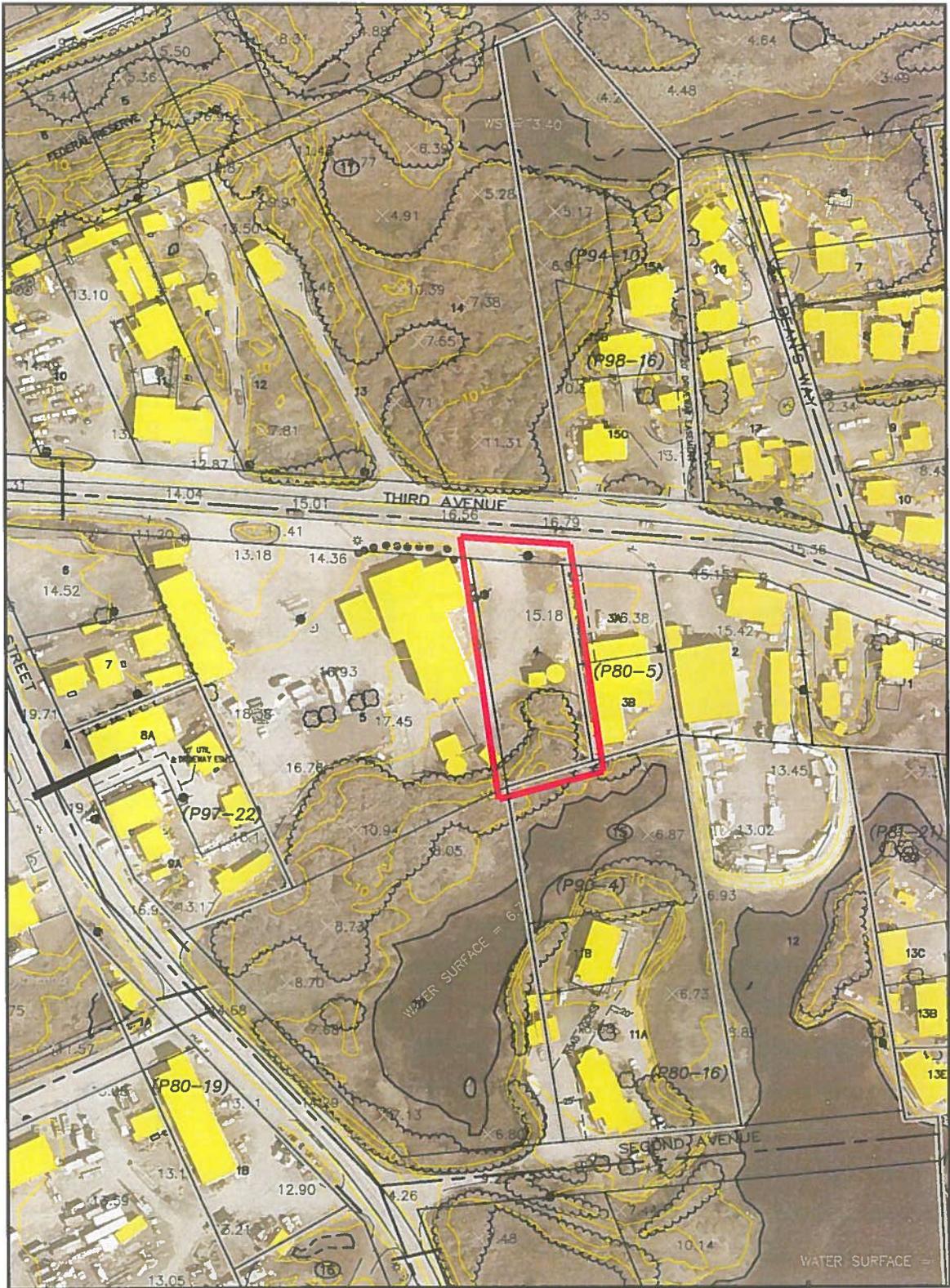
The City of Bethel owns a 23,748 square foot lot along the south side of Third Avenue. The lot is trapezoid in shape with a good deal of the lot covered with willows and alders. The lot sits in a flood zone and is bordered by two commercial businesses: the Long House and Sammie’s Market. The front 101.62 feet of the lot faces Third Avenue.

The lot was appraised in 2016 at the request of then City Manager Ann Capela. It is unknown when or if the City has ever used the lot. While the lot contains a well, the well lacks sufficient pressure to be a viable option for City use.

The City has been approached with inquiries about the lot and whether the City would be interested in selling the lot. Before the City can sell or lease the lot, however, City Council approval is needed. Additionally, the lot will need to be rezoned from Public Lands & Institutions to General Use, a zoning much more suited to the location.

This action memoranda authorizes the City Manager to dispose of the lot via sale after completing a change in zoning. The sale of the lot shall be pursuant to the provisions set out in Bethel Municipal Code section 4.08.030(A) and 4.08.040.

BETHEL 1711 GRID MAP



GOOGLE EARTH AERIAL PHOTOGRAPH

Date of Photograph: September 26, 2012



City of Bethel Action Memorandum

Action memorandum No.	18-48		
Date action introduced:	06/12/2018	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: To start the process of declaring and set a possible hearing date to address 220 Osage as a Nuisance Property

Attachment(s): Report of Property as a fire hazard, health hazard, or public nuisance. 4 accompanying photos of the property.

Department/Individual:	Initials:	Remarks:
Peter Williams, City Manager		
Lori Stickler, City Clerk		
Patty Burley, City Attorney		

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

Summary Statement: The property burnt down in August 2017 and the remains pose a public nuisance that need to be removed.



REPORT OF PROPERTY AS FIRE HAZARD, HEALTH HAZARD, OR PUBLIC NUISANCE

City of Bethel Alaska, Planning Department P.O. Box 1388 Bethel, Alaska 99559

Today's Date 9-09-17	Address 220 Osage	Zoning District Preservation
Type of Property: House	Property Owner's Name and Legal Description of Property: <i>Lot 2B - Block 6 - Plat # 82-15.</i>	
City of Bethel:		

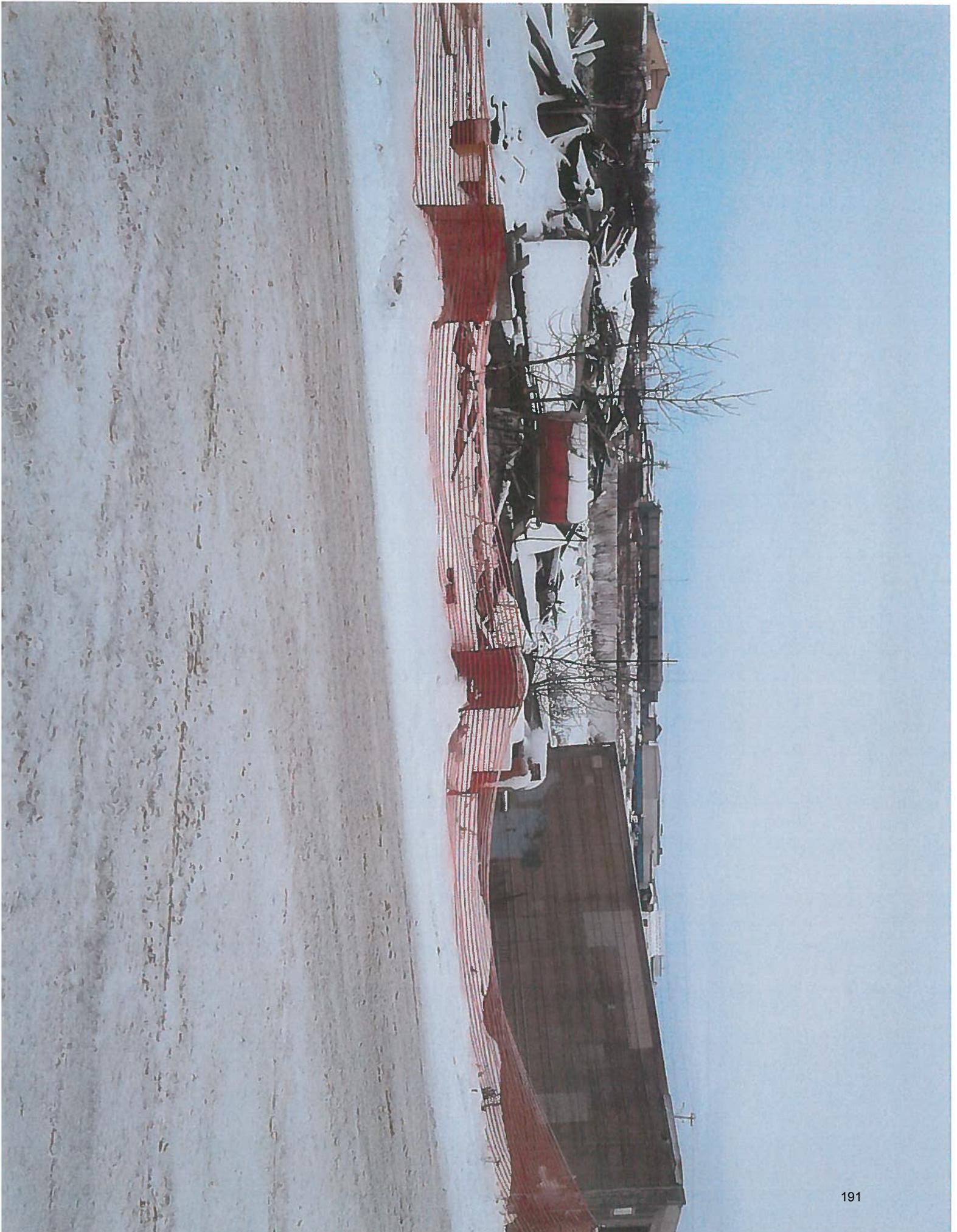
This Property is observed to be:

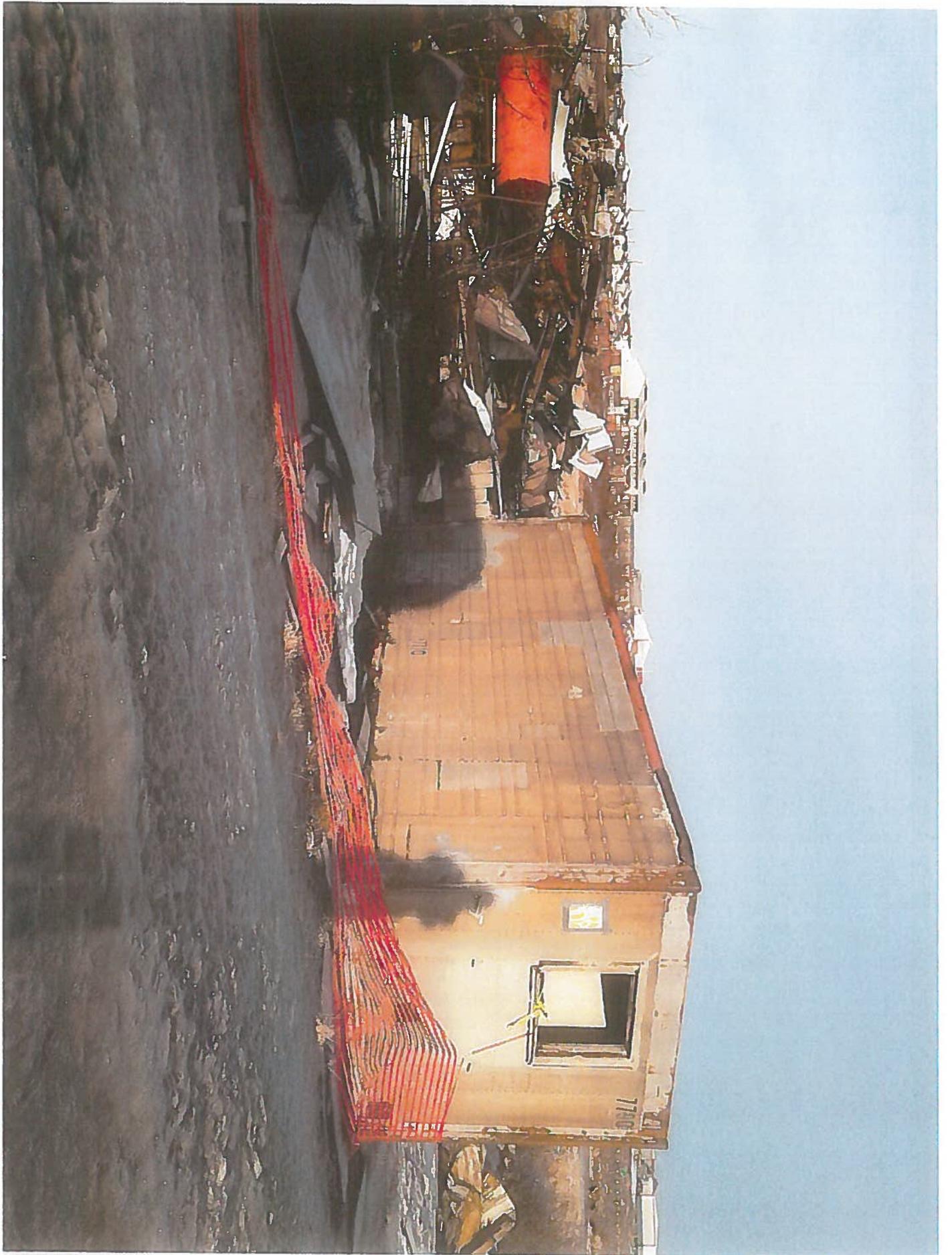
- | | | |
|--|--|--|
| <input type="checkbox"/> Cluttered with trash | <input type="checkbox"/> Broken/Missing Windows | <input checked="" type="checkbox"/> Structure(s) unsecured |
| <input type="checkbox"/> Broken/Missing Windows | <input type="checkbox"/> In a state of abandonment | <input type="checkbox"/> Other (explain below) |
| <input checked="" type="checkbox"/> Dangerous Conditions | <input type="checkbox"/> Lack of Sewer Services | |

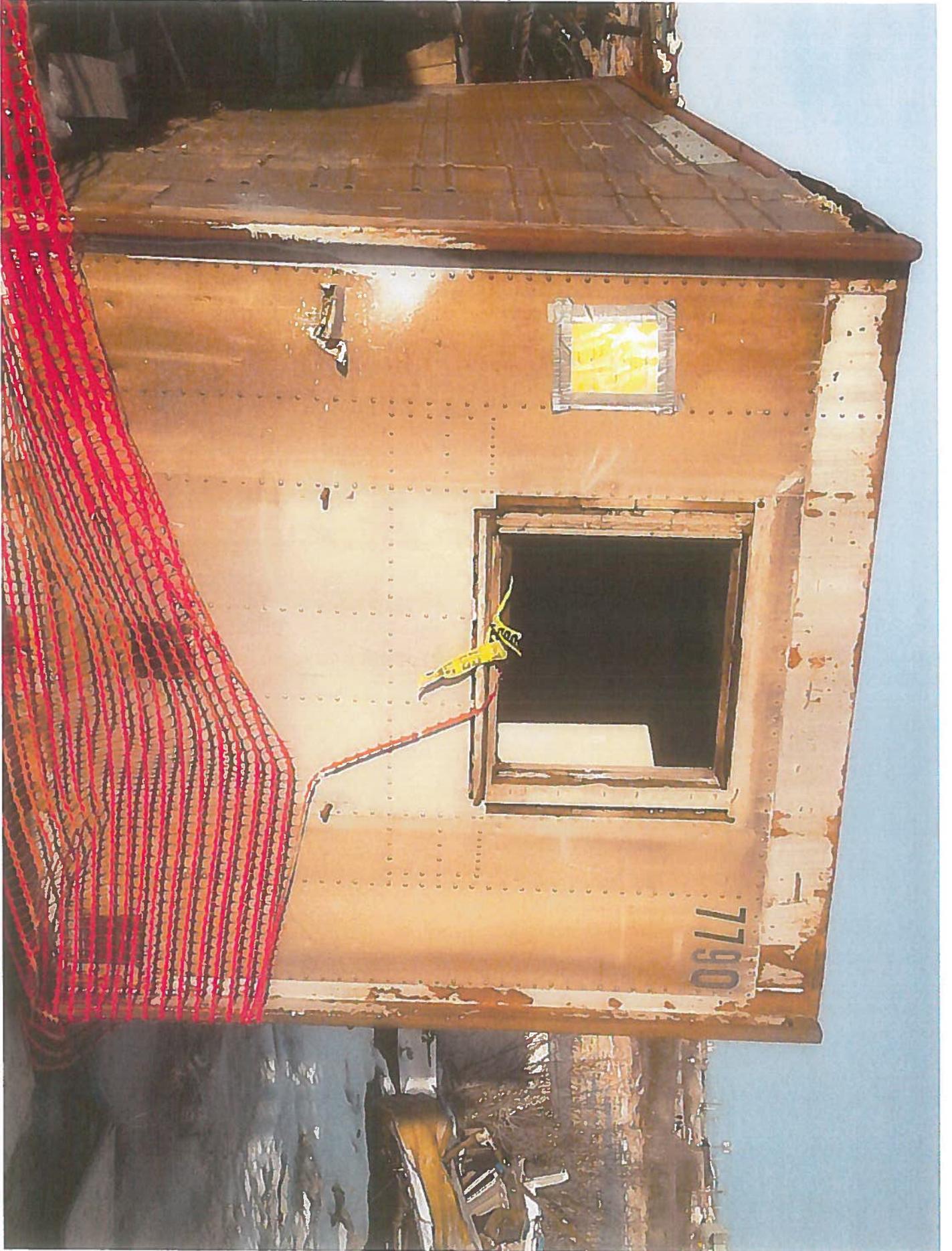
Other: Place burnt down August 2017--the burnt remains cause a hazard.

The Bethel Municipal Code requires that City Staff identify and report properties that re determined to be Hazards and Nuisances, according to Chapter 15.04 of the code. This report is mailed to the property owner and a copy is submitted to the Bethel City Council. The City Council has the opinion to set a time and place for a public hearing to determine if this report is correct. You will be notified of the date and time of this hearing. If this report is substantially correct and in all material respects, the Council may, by resolution, declare that the premises constitute a fire or health hazard or a public nuisance. If the City Council declares a parcel, property, or structure be a fire or health hazard or a public nuisance, it may order correction of the defects or removal or demolition thereof by the owner or agent. If the structure constitutes a hazard to those occupying it, the Council may order the structure to be vacated. At any time before the date set for completion of removal or demolition, the owner of the property may request a re-hearing. The request for re-hearing shall include a notarized statement of the corrective actions taken or initiated, and how these steps did or will eliminate the hazard or nuisance found by the City Council. The City Council may the rescind its prior order. Any costs to the City is a lien upon the land.









City of Bethel Action Memorandum

Action memorandum No.	18-49		
Date action introduced:	June 12, 2018	Introduced by:	Peter Williams, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute the purchase of five sewer haul trucks per the revised scope of work for the USDA-RD grant/loan funding the Sewer Lagoon Jetty Repair & sewer trucks.

Attachment(s): (1) Amendment 1 to Letter of Conditions, dated June 4, 2018; (2) Kenworth quote for purchase of five sewer haul trucks; (3) Customer Truck Purchase Order and Deposit Agreement from Pape Kenworth Northwest, Inc./Kenworth Alaska.

Department/Individual:	Initials:	Remarks:
Administration	<i>PW</i>	
Finance	<i>JF</i>	<i>Approved</i>
Public Works	<i>JF</i>	<i>JF BA</i>

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$875,595	Funds in Revised USDA-RD Grant Budget.	TBD
	Requires funding in FY 2019 Budget.	

Summary Statement

The City of Bethel has an approved USDA-RD grant (\$1,669,358)/loan (\$913,000) in place that is paying for most of the sewer lagoon jetty repairs. The USDA-RD approved budget includes funds for engineering, construction, administration, financing, legal fees, contingency, and the purchase of sewer trucks. In the required order of project funding, the grant portion is last, so it behooves the City to spend as much grant funding as possible on this project.

The use of the bid process for jetty repairs resulted in a savings of \$1,054,112 under budget. As a result, the City requested USDA-RD to reallocate funds to include the purchase of five new sewer trucks. The USDA-RD approved the City's request. See Amendment to Letter of Conditions dated June 4, 2018 attached.

The City of Bethel is poised to place the order for five new sewer haul trucks from Kenworth Alaska, a qualified dealer in Anchorage whose parent company was awarded a contract through the National Joint Powers Alliance. The City is legally able to purchase its five sewer haul trucks from the Kenworth pre-bid contract. The expected purchase price for five trucks is \$875,595 (\$175,119 each). See Kenworth quote and Purchase Order and Deposit Agreement attached.



Pape Kenworth Northwest Inc / Kenworth Alaska

CUSTOMER TRUCK PURCHASE ORDER AND DEPOSIT AGREEMENT

I hereby place a firm order for the Kenworth chassis described on the attached proposal, which includes standard equipment set forth in current Kenworth price lists unless otherwise specified herein, together with the equipment designated on the following page(s); and I agree to pay the full purchase price shown in accordance with terms and conditions contained in this Purchase Order. I understand this Purchase Order becomes binding only when signed by a person authorized to accept on behalf of the Distributor.

TRUCK PURCHASE DEPOSIT AGREEMENT

It is agreed and understood by the undersigned that this deposit will be held by Kenworth Northwest Inc. ("Distributor"), and will be applied toward the cash purchase price, cash down payment, or initial lease-purchase payments, whichever shall apply at time of delivery. It is further agreed and understood that if the Customer cancels the above referenced Sales Order at any time after the chassis has: (1) entered production at the factory, (2) been purchased by the Distributor from another Distributor, or (3) has undergone Sales Order modification at Distributor expense, that the Distributor shall reserve the right, at its discretion, to hold the deposit until the chassis is sold in the market or is otherwise satisfactorily disposed of; in which event the Distributor will be allowed to retain from the deposit whatever charges it may incur until the chassis is sold and damages it shall have suffered by reason of such cancellation; provided, in the event the charges incurred and damages suffered by Distributor exceed the deposit, Customer agrees to pay Distributor the amount of such excess, and in the event there is a balance after said charges and damages, the balance will be remitted to Customer within ten (10) days thereafter. If the Sales Order is cancelled at no loss or inconvenience to the Distributor, the deposit will be returned to Customer upon request. The foregoing shall not be interpreted to give the Customer a right to cancel the aforesaid Purchase Order, but merely sets forth the rights to the use of the purchase deposit in the event the Purchase Order is cancelled with the consent of the Distributor.

*The Sales Price has been based on Distributor's Factory List Price in effect on the date hereof. Any increase in List Price in effect on the date of delivery shall be added to the Sales Price and terms of payment shall be adjusted Accordingly.

Customer _____
Contact name _____
Phone # _____
Address _____
City _____ State _____ Zip _____
Email _____
Salesperson _____ Date _____

THE PURCHASE ORDER AND DEPOSIT AGREEMENT INCLUDING THE LIMITATION OF WARRANTY IN PARAGRAPH 5 SHALL BE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF.

X _____
Customer Signature

Model: _____ Chassis #: _____ Quantity: _____
Requested Delivery _____
Shipping Destination _____
*Sales Price \$ _____ (ea) \$ _____
Body/Trailer \$ _____ (ea) \$ _____
Sales Tax \$ _____
Federal Excise Tax \$ _____ (ea) \$ _____

TOTAL \$ _____
Trade allowance for: _____
\$ _____ Less payoff \$ _____
Net equity in trade \$ _____
Cash Deposit \$ _____
TOTAL DIFFERENCE \$ _____

Unpaid Balance Financed By: _____
Unless otherwise specified, terms of payment are cash on delivery.

Distributor's Acceptance. Subject to the conditions Contained Herein, this order for the above describe chassis is hereby Accepted.

Accepted by _____ 195

This Order is given and accepted subject to the following:

CONDITIONS

1. Distributors shall not be responsible for any failure or delay in shipment or delivery due to causes beyond his control. Such failure or delay shall extend the time of performance by such time as may be necessary to enable Distributor to make delivery. If the delay shall extend thirty days beyond the delivery date set forth in this agreement, Distributor may cancel this order and return to Customer any deposit made with Distributor, and Distributor shall be relieved of any further liability to Customer.
2. If Customer fails to pay the balance due prior to delivery as set forth herein or breaches any other provision of this agreement, Distributor at his option may cancel this order and retain any deposit made by Customer as liquidated damages, or he may enforce the terms of this agreement. Customer agrees that the venue of any suit or action based on this agreement may be at Distributor's option, be laid in the county in which Distributor's principal place of business is located, and that in the event of any such suit or action Customer will pay reasonable attorney's fees incurred by Distributor.
3. Buyer agrees to pay the amount of any tax imposed upon the transaction covered by this agreement.
4. If any material is furnished by Customer for us in the manufacture of the vehicle purchased herein, Customer agrees to indemnify and hold harmless the Distributor and manufacturer from any and all costs, claims and damages arising from any defect in such material.
5. Limitation of Warranty. It is expressly agreed that the Distributor makes no warranties, express or implied, including no warranties of MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE with regard to the equipment described above, except those warranties which are in writing and made part of this agreement and such warranties as may be granted by the manufacturer of the equipment covered by this agreement; and that in no event shall the Distributor be liable for incidental or consequential damages or commercial losses. Customer acknowledges that he has read, understood, and agreed to the contents and that the same is part of the bargaining and negotiating of this agreement.
6. If the terms of payment herein provided are other than cash, this Purchase Order and the terms of payment shall be subject to the approval of the credit of the Customer by Distributor. Distributor shall notify Customer upon approval of credit. If Customer does not pay according to the terms of payment, the unpaid balance shall bear interest at an annual percentage rate of eighteen percent (18%).

MANUFACTURER'S WARRANTY AND OWNER'S SERVICE POLICY

Kenworth Truck Company (Kenworth) hereby warrants only to the original Customer (Buyer) from selling Distributor during the period of time and upon the conditions hereinafter set forth each new motor vehicle sold by it to be merchantable, free from defects in material and workmanship under normal use, maintenance and service. Except for the above warranty, it is expressly agreed that NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, nor other warranty expressed, implied or statutory is made by Kenworth or the selling Distributor.

Kenworth's liability shall be limited to repair or replacement, including labor, at its factory or authorized Distributor, of any part or parts which Kenworth's examination shall disclose to its satisfaction to have been defective in material or workmanship under normal use, maintenance and service, in accordance with the Warranty and Owner's Service Policy furnished by Kenworth Truck Company.

If Kenworth shall attempt repairs and/or replacements which shall for any reason fail, Kenworth shall be entitled to continue to attempt to remedy any defects for so long a period of time as, in Kenworth's sole judgment, such attempt is justified.

If the defect is such as in Kenworth's sole judgment produces the remedying thereof by repair or replacement, or if for any reason Kenworth determines that repairs or replacements are impracticable, then Kenworth shall have no further obligation to attempt repairs, and/or replacements, and Buyer's sole and exclusive remedy shall, upon return of vehicle to Kenworth, be the right to a refund of the wholesale value of the vehicle based on a written bid obtained by Kenworth from an independent established wholesale truck dealer.

The foregoing shall be the buyer's sole and exclusive remedy whether in contract, tort or otherwise, and Kenworth shall not be liable for injuries to persons or property.

In no event shall Kenworth be liable neither for incidental or consequential damages or commercial losses nor for any other loss or damage except as above set forth.

This warranty shall not apply with respect to any claimed defect which in Kenworth's judgment has arisen from repair or alteration outside Kenworth's factory, or from misuse, reliance, accident, operation at a speed exceeding factory rated speed, loading beyond the factory rated load capacity, or from lack of normal use, maintenance or service.

Certain component parts, such as engines, are manufactured by others and are warranted by the manufacturer. When the manufacturer of the component warrants the part to the Customer, Kenworth hereby warrants the title of each such part but NO other warranty, whether expressed, implied, statutory or otherwise, including the IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES, are made with respect thereto.

All repairs and replacements are made and furnished subject to the same terms, conditions, warranty, disclaimer or warranty and limitation of liability and remedy as apply to each new motor vehicle sold.



DATE June 4, 2018

PROPOSAL FOR:

City of Bethel
Jake/Bill
NJPA member # 28863

QUOTE NUMBER:
QUANTITY:
SERIAL NUMBER:

Q18K062
5
TBA

2019 T440 Kenworth tandem axle vac tank	\$102,878.00
Includes PX-9 380hp, Allison 4500RDS 6 speed	
22K Dana front axle, Meritor RT46k rear	
Neway ADZ 246 46K air suspension	
6.14 ratio, 75 gal fuel, 11gal DEF	
236" WB, 160" CA, 80" AF	
Bridgestone M854 425/65R22.5 front. Bridgestone M799 11R22.5 rear	
ADDITIONAL OPTIONS INCLUDED:	
Erickson Tank 3500 gallon vac	\$63,525.00
additional freight to Bethel after 6K kenworth reimbursment	\$2,981.00
GORENEVELD AUTO LUBE SYSTEM	\$2,806.00
5 year 150K engine and aftertreatment warranty	\$2,929.00
Equipment Total	\$175,119.00
Sales Tax	\$0.00
Federal Excise Tax	
Title and Registration Fees	\$0.00
Sub-Total	\$175,119.00
GRAND TOTAL*	\$875,595.00

TERMS: PO to place order with 25% due upon chassis delivery to body builder. Balance due upon completion.

Lead time: aproximently 14 to 16 weeks for delivery to body builder.

This is for quotational purposes only. Prices are good for 14 days from quotation. 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.

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



Rural Development

June 4, 2018

Alaska field office

510 L Street
Suite 410
Anchorage, AK
99501

Peter Williams, City Manager
City of Bethel
P.O. Box 1338
Bethel, AK 99559

Voice 907.271.2424
Fax 855.201.1074

RE: Amendment 1 to Letter of Conditions

Dear Mr. Williams:

This letter amends the letter of conditions dated May 9, 2016 and further establishes conditions that must be understood and agreed to you before further consideration may be given to your application. Subject to the requirements noted herein, all conditions of the May 9, 2016 letter of conditions remain in effect and must be satisfied prior to the disbursement of funds.

The conditions amended are as follows:

- 1. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Scope:</u>	<u>Cost:</u>
Administration	\$10,000
Construction	\$1,389,850
Engineering Fees (Design, construction administration/inspection)	\$270,000
Equipment (8 sewer haul trucks)	\$1,625,595
Interest-interim financing	\$10,000
Legal fees	\$10,000
Contingency	<u>\$440,913</u>
Total Project Cost:	\$3,738,358

<u>Project Fund Source:</u>	<u>Funding Amount:</u>
Applicant Contribution	\$206,000
Indian Health Services (1 sewer haul truck)	\$250,000
State of Alaska – Legislative Appropriation	\$700,000
USDA-RD Loan	\$913,000
USDA-RD Grant	<u>\$1,669,358</u>
Total Project Funds (All Sources)	\$3,738,358

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Any changes in funding sources must be reported to the processing official. You must assure that all project funds are expended only for the eligible items included in the project budget of the letter of conditions or as amended by Rural Development in writing at a later date.

This letter will act as an amendment to the letter of conditions referenced above between the City of Bethel and the United States Department of Agriculture acting through the Rural Utilities Services.

The City of Bethel must meet all conditions outlined in Rural Development's letter of conditions dated May 9, 2016 letter and this amendment. We believe the information in this letter clearly sets forth the updated conditions which must be complied with; however, this letter does not relieve you from meeting the requirements of RUS Instructions 1780.

Thank you for your cooperation and your efforts in bringing a healthy and safe sanitation system to the residents of Bethel. If you have any questions regarding this amendment, please do not hesitate to contact the undersigned at Tasha.deardorff@ak.usda.gov or (907) 271-2424 extension 118.

Sincerely,

A handwritten signature in cursive script that reads "Tasha Deardorff".

TASHA DEARDORFF
Director, Community Facilities and Sanitation Programs

Mayor's Report

City Manager's Report



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

MEMORANDUM

DATE: May 16, to May 29, 2018

TO: City Council

FROM: Peter Williams, City Manager

RE: Managers' Report

May 16- Meet with the Ak. Court System (ACS), Architects of Alaska and Dowl in Anchorage to review the COB's lease with ACS, floorplans and the remodeling concerns.- Reviewed the tasks DOWL has with the Cob.-Replied to STG who had a concern regarding the construction project on the East Addition.-Review the budget regarding leases at the courthouse.-

May 17- Review auditors pending list and help with finding documentation concerning the Port.- Review meeting minutes from the May 17th budget meeting.-Read Through the report from APEI about safety inspections performed in the city departments. The report had pictures of potential violations; corrections were made the same day as the walkthrough.. Verbally we were told that APEI was satisfied with what they saw.- notified the Finance Dept that the Finance Committee agenda should be posted.

May 18- YKHC was inspected by the Fire Marshall, and deficiencies were found. Property Maintenance is working to resolve any problems.- Received proposal from DOWL to determine the cost of upgrading the water service at the Courthouse. We are heating 135,000 gal water tank throughout the year. The proposal would determine the cost of hooking up to piped water to the sprinkler system and the savings in electrical costs.- Continue to help the auditors with the City's fixed assets.

May 21- Reviewed the Ports aging report.-Delinquent accounts were flagged, and request for payment was made via mail and telephone.-Forward to the USDA information about our water trucks.-Reviewed The highlights of Premera's health plan, one change is that the non-union and union employees will pay the same for health coverage.-Took A look at Owl Park and the landfill. -Open enrollment for the new health plan began.- Worked on the documentation need to purchase the water truck to water the roads.—Discussed The

AM gathered the document needed. For the culverts crossing the CEHH for the Avenues piped water project.

May 22-Received an explanation from AVEC regarding electrical costs for the next fiscal year. Rates should approximately rise 30% if the PCE is not apply. Most of our buildings receive the PCE benefit.

May 22- Reviewed some issues regarding overtime form the Kelly shift.

May 23-Discussed the funding for Police officers with the Police chief.- Meet with DEC personnel who will be monitoring the air here is Bethel for the next five years. Councilman Albertson will be helping to forward data from this program to the DEC.- Reviewed the NJPA contract for the

May 24- DEC that &75,000 more will be allowed for dredging the Lagoon. Merrill Bros. personnel will arrive May 30th to start work.-Requested A summary, and if the possible blue book value of the old sewer trucks. We will explore the possibility of the using the GSA web-site.

May 25-

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 –

Jetty/Sewer Lagoon – Dredged moved to the lagoon. AM readied for the council regarding the purchase of the water trucks.

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. Waiting for DOWL to finish PER/EA. Reports.

Bethel Heights Water and Sewer System (A, B, C Loops)- Application for grant funds to produce a Pre.Eng.Report and an Evrio. Assessment forwarded to the USDA.

Ridgecrest Drive/LKSD- Reviewed final plans on May 14th. Waiting to see if the bid will go out as scheduled for this year. Attended the public presentation at the Culture CTR.

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 16th in Anchorage.

Peter Williams
City Manager



CITY OF BETHEL

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

MEMORANDUM

DATE: May 29,2018

TO: City Council

FROM: Peter Williams, City Manager

RE: Finical Reports

This memo is to try to resolve when the financial report concerning the expenditures compared to the budget. My goal was to have this report the month after the expenditures are invoiced. This is not possible. I hope the following explains why this timeline cannot work.

Month 1

The Departments turn in their purchase requisitions and purchase orders are created, and items ordered.

Month 2

The clerk responsible for Accounts Payable receives the invoices from the vendors. Invoices and check requests are processed. The check request are signed by the department heads. Checks are issued are every Friday. Not all vendors are timely with their invoices. The invoicing received at the end of the month might delay AP clerk's ability to forward to the GL Clerk what the GL Clerk needs to complete the General Ledger accounting. The GL accountant is able to update some information to the General Ledger.

Month 3

The clerk responsible for General Ledger receives the AP's information and reconciles the AP's work to see if the correct GL codes are being expensed. This work takes about 3 weeks, sometimes longer, and at the moment is not being doubled checked as it would be if we had a comptroller.

Month 4

GI Clerk reviews the report and the report goes to the City Council at the second meeting of the month.

Management Team Reports

MEMORANDUM

DATE: June 4, 2018

TO: Peter Williams, City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – June 12, 2018 Bethel City Council Meeting



Grant Application

I just have to enter water and sewer system information from the Preliminary Engineering Report to complete the online USDA-RD application to apply for funding for The Avenues water and sewer construction project. The City anticipates being awarded funding from this project to be able to purchase the 8 water trucks it needs.

Grant Projects

Sewer Lagoon Dredging

The City was given another \$75,000 in grant funds for dredging the lagoon. This funding comes from unspent EMT (Engineer, Management, and Travel) by Village Safe Water engineers.

Jetty Repair

Merrell Bros., Inc. is in Bethel, preparing their dredging equipment for a few weeks of dredging. After Merrell finishes dredging and installing the baffles, STG will take over in July and repair the jetty and approach.

USDA-RD approved the City's request to purchase additional five sewer trucks with project funding, which will fully meet the City's sewer truck need. The City plans to use the NJPA contract to purchase the five new trucks for \$875,595.

Land and Water Conservation Fund

I ordered soccer goals (adult and kid size), cones, chalk, and accoutrements. I ordered two bike racks. I still have to order porta-potties and bleachers.

Property Maintenance is preparing to begin boardwalk construction to connect the two sections of boardwalk that have been disconnected for years. This project must be completed by December 31, 2018.

Request for Bids/Proposals

Proposals/Bids due

Fuel Services – 6/15/18

**City of Bethel
Grant Summary
Fiscal Year 2018**

Preparing

Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
USDA-RD	Water and Sewer grant and loan	8 water trucks; water & sewer piped construction project in The Avenues Area	Public Works	Ongoing	TBD

Submitted in Fiscal Year 2018

Most recent first

Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
AK Dept. of Environmental Conservation-Div. of Water	Village Safe Water Program – Planning Project	Update Preliminary Engineering Report and Environmental Report for A-B-C Water Loops in Bethel Heights	Public Works	4/20/18	\$25,000 0
AK Dept. of Environmental Conservation-Div. of Water	Village Safe Water Program – Planning Project	New Preliminary Engineering Report and Environmental Report for Sewer System in Bethel Heights	Public Works	4/20/18	\$75,000 0
AK Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Grant	Fire Responder Communications Tower, Police Dispatch Center consoles, servers, cybersecurity training	Police, Fire	1/30/18	\$707,473 0
State of Alaska	Capital Budget Request	Road Around H-Marker Lake	Public Works	2/9/18	\$2,000,000 0
State of Alaska	Capital Budget Request	Institutional Corridor Water Delivery System – Phase 2	Public Works	2/19/18	\$4,500,000 0
State of Alaska	Capital Budget Request	Water & Sewer Trucks	Public Works	2/19/18	\$3,618,098 0
State of Alaska	Capital Budget Request	Bethel Hgts. A & B Loops & New Kilbuck Lift Station	Public Works	2/19/18	\$17,504,390 0
State of Alaska	Capital Budget Request	Bethel Small Boat Harbor Bank Stabilization	Port	2/19/18	\$2,500,000 0

Approved in Fiscal Year 2018				Most recent first	
Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant
USDA-RD	Water and Sewer grant and loan	Sewer Lagoon Rehabilitation Project – Jetty Repair	Public Works	Ongoing	\$3,332,358
AK Dept. of Transportation & Public Facilities, Transit Division	Community Transit Grant	Transit System Operations	Public Works – Transit	1/19/18	\$334,764
Rasmuson Foundation	Discretionary Grant	YK Fitness Center Operations & Mgmt.	Public Works	12/8/17	\$5,000 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	2/21/18	\$2,071,473 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$2,230,851 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$300,037 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	7/14/17	\$2,283,316 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Dredging Bethel Sewer Lagoon	Public Works	10/14/17	\$500,000 0
Village Safe Water Program, DEC	Water and Wastewater Grant Program	Replace 5 lift station electric panels & replace lift station	Public Works	8/15/17	\$900,000 0
AK Div. of Homeland Security & Emerg. Mgmt.	State Homeland Security Pgm.	GIS Mapping, repeaters, ALERRT Training	Police Fire Planning	7/19/17	\$103,987
AK Public Entity Insurance	Safety Grant	Safety vests, jackets, ear plugs	Public Works	9/25/17	\$3,000 0 Closed



CITY OF BETHEL
Fire Department

William F. Howell III, Fire Chief
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: May 1, 2018
TO: Pete Williams, City Manager
FROM: Bill Howell, Fire Chief
SUBJECT: Management Report, April 2018

Current Events

- House Bill 176 (GEMT legislation) was passed unanimously by the Senate and is on the Governors desk awaiting signature. The Department has been working with our District 38 delegation and the Alaska Fire Chiefs Assn. for the last 2 sessions on this legislation.
- Department personnel will be traveling to Wisconsin in June to train on and inspect the new ladder truck. The ladder truck will be transferred to Tacoma, Washington on June 24.
- The Department welcomes Thomas Dymont and Matthew Hunter to our ranks as Summer interns at the Fire Department. Thomas and Matthew have been hired to help with summer projects and explore emergency services careers. They will be trained as Firefighter Basic and Emergency Trauma Technicians.
- Deputy Fire Marshalls Rochleau and Lewis and members of the Fire Department closed Swanson's apartments due to safety concerns following a fire and life safety inspection the week of May 9. We are relieved and thankful that the State Fire Marshall has taken this action to protect the occupants of the apartment building. A copy of the Fire Marshalls report is attached.
- Department administration is working with management to re-write portions of the purchasing code.

Community Planning/Preparedness

- The Department has drafted changes to the address-numbering ordinance. The revised ordinance was submitted to both the Planning and Public Safety Commission for review during the June meetings.
- On April 5, the Fire Chief and Police Chief attended a teleconference regarding public notifications through the Nixle system. Nixle would allow City departments to issue emergency and other notifications to members of the public that have subscribed to the system.
- The Department's Medical Standing orders have been submitted to our Medical Director(s) for review and approval.
- The Department met via teleconference with ECI architects regarding the new Ayaprun site plan, water supply and access.

Training

- On 5-1-18 at 7:00 p.m., an EMT Meeting was held at the station. Topics covered were use of the Zoll Heart Monitor to take vital signs taking treat Cardiac Arrest analyze heart rhythms.
- On 5-1-18 through 5-4-18, staff Firefighter/EMT Kyle Inman attended Pump Mechanic Training at Waterous in Minnesota. He received certification in repair of Waterous Pumps.
- On 5-8-18 through 5-10-18, there was an interagency training at the station put on by Alaska State Troopers that covered bleeding control. Topics covered the uses of wound packing and the uses of a bleeding control devices. Troopers, BPD, BFD, VPSO's, all participated in this training.
- On 5-10-18 at 7:00 p.m., there was a Fire Meeting at the station. Training covered First Responders Role in Fire Investigation. The training was conducted by Captain Solesbee who was recently certified as a Fire investigator.
- On 5-15-18 at 7:p.m., there was an EMT Meeting at the station. Training covered Poisonings and Overdoses. The EMT's attending reviewed recent overdose calls.
- On 5-24-18 at 7:00 p.m., the Fire Meeting was cancelled due to calls for service.

Responses

- During May Bethel Fire Department responded 141 EMS call and eight Fire Calls.
- On 5-8-18 at 7:42 p.m. firefighters responded to AVCP Apartments for a building on fire. On arrival, firefighters found a storage shed and boiler room on fire.

Firefighters deployed attack hose and extinguished the fire. The fire is being investigated.

- On 5-10-18 at 8:54 p.m. medics responded to East Avenue for a person turning blue and not breathing. On arrival, CPR was in progress. Medics continued with CPR and due to location of the house and access, medics ran the code in the house. After confirming with the YKHC ER physician on duty the patient was declared dead at the scene. CPR was stopped and scene was turned over to Bethel Police.
- On 5-17-18 at 4:06 p.m. medics responded to Larson Sub for a person with blue lips. While enroute CPR was in progress. On arrival, medics confirmed no pulse and continued CPR while waiting for more help. As soon as enough help, arrived medics transported the patient to the hospital where the patient was pronounced.
- On 5-24-18 at 6:53 p.m. firefighters responded to a Fire by the Tundra Ridge Pit. On arrival, firefighters found a rubbish fire that was burning pipes foam and other wood products. Firefighters extinguished the fire and returned to the station.

Budget/Financial

- The Department is operating within budget.
- We are working on with the manager and finance on the FY 19 budget.

Grants

- The Department applied for Assistance to firefighters grant for approximately \$130,000 for firefighting turnouts and rescue equipment. This grant has a 5% match.
- The Department received funding through the volunteer Fire assistance program for \$7,500, for three sets of firefighting turnouts. This grant has a 10% match. PO's are being prepared for this purchase.
- The Department applied for and passed the first round of approval the Phase 18 Code blue Grant for \$45,000 for the remount of Medic-5 to a new chassis. Funds will be confirmed when the State budget passes in August of 2018.
- The Department was awarded \$7,500 in Code Blue grant funding for a new power stretcher for the new ambulance. This grant is administered by YKHC's EMS office; BVESA has committed matching funds.
- Final invoices and check requests were submitted for homeland security and VFA radio grant purchases.

Staffing/recruitment

- The Department has two vacancies. We are advertising on a nationwide basis to fill the positions. These positions have been filled temporarily with summer interns.

Vehicles & Equipment

- The Code Blue committee has approved \$45,000 to remount our 2003 Ford ambulance M-5.
- Engine 3, our 1986 Grumman reserve pumper, is in service, most major repairs are complete and it can be used in an emergency. The vehicle is being restocked with equipment and we are adding a reverse camera. A rebuild of the pump is scheduled for June.
- Medic Six is still working great! The crew is really enjoying the reliable new vehicle. We are waiting for arrival of the new power stretcher and seek funding for a new set of extrication tools.

FIRE DEPARTMENT VEHICLE STATUS			
Vehicle	Type	Year	Status
Medic 4	Ambulance	1999	<i>(Backup ambulance)</i> In service, Airbags repaired.
Medic 5	Ambulance	2003	In service. Frequent no starts/dead batteries. (Plan to remount to new chassis in 2018/2019)
Medic 6	Ambulance	2017	<i>(Frontline Ambulance)</i> In service. Tires studded.
Engine 4	Pumper	2013	<i>(Frontline pumper)</i> In service, Seat belt sensor silenced but still needing repair by V&E. Ground and marker lights changed to LED to reduce maintenance. DEF tank heater malfunction.
Engine 3	Pumper	1986	<i>(Back up pumper)</i> In service, Repairing pressure control valves and electrical. Installing B/U camera In service for emergencies. Pump rebuild scheduled for the week of the June 4 th . (Poor overall condition needs replacement)
Truck 1	Ladder Truck	1980	<i>(Frontline ladder truck)</i> Out of service, Replacement is ordered.
Tanker 1	Tanker (1500 gallon)	1980	In service, runs poorly, needs tune up, Work order issued. (Undersized for Bethel, poor condition, needs replacement).
Com 1	Pickup	2014	In service

Com 2	Pickup	2004	In service.
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May 23, 2018

Scott Campbell
Swansons Apartments
3351 Arctic Blvd
Anchorage, AK 99503

SUBJECT: Swanson 7-Plex
CITY: Bethel
CASE: I6272 INSPECTION: 1395
INSPECTOR: Brandon Lewis DATE: May 11, 2018

2012 INTERNATIONAL BUILDING AND FIRE CODE

NOTIFICATION OF FIRE HAZARD AND ORDER TO CORRECT

Dear Scott Campbell:

A Fire and Life Safety Inspection was conducted in the seven-plex apartments located at 240 Tundra Way in Bethel, AK following complaints of apparent fire and life safety hazards on May 11, 2018.

Effective immediately, a fire watch shall be implemented at all times while the building is occupied.

Effective May 24, 2018, all occupants of the property shall be vacated from the property within 10 days. No person(s) shall occupy the building on or after June 4, 2018 until all violations have been corrected and a certificate of occupancy has been issued by the Alaska State Fire Marshal's Office.

Correction of the violations listed on the following page(s) must begin immediately. Your written certification of compliance must be forwarded to this office by June 25, 2018.

Enclosed for your information is a copy of Alaska Statute 18.70.100 and Title 13, Alaska Administrative Code, Chapter 50, Section 070.

If you have any questions regarding this matter, please contact our office at the address above.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Lewis".

Brandon Lewis
Deputy Fire Marshal

The following items are violations of State Fire and Life Safety Regulations and must be corrected in the time and manner specified below:

1. Throughout the building, there are multiple locations where the fire-rated construction is compromised either by damage or un-repaired renovations. All damage to the fire-rated construction must be repaired. CODE The required fire-resistance rating of fire-resistance-rated construction (including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and fire-resistant joint systems) shall be maintained. Such elements shall be visually inspected by the owner annually and properly repaired, restored or replaced when damaged, altered, breached or penetrated. Where concealed, such elements shall not be required to be visually inspected by the owner unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or similar movable entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer openings and holes made for any reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly. IFC. 703.1.
2. The fire extinguishers within the building were last serviced and tagged in 2014. All fire extinguishers must be service and tagged annually. Provide the service and tag. CODE Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10. Exceptions: 1. The travel distance to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 occupancies. 2. Thirty-day inspections shall not be required and maintenance shall be allowed to be once every three years for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met: 2.1. Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed. 2.2. Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal. 2.3. The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment. 2.4. Electronic monitoring devices and supervisory circuits shall be tested every three years when extinguisher maintenance is performed. 2.5. A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10. IFC. 906.2.

3. No exit signs were located throughout the building. UL924 listed exit signs shall be installed as required throughout the building. CODE Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet (30 480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign. Exceptions: 1. Exit signs are not required in rooms or areas that require only one exit or exit access. 2. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the fire code official. 3. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 or R-3. 4. Exit signs are not required in dayrooms, sleeping rooms or dormitories in occupancies in Group I-3. 5. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency. IFC. 1011.1.
4. The fire alarm system in the building was not operational, last inspected and tagged in 2014. A stand alone smoke alarm system was added in addition to the out of service system. The fire alarm system shall be repaired to operational, with a fire watch implemented along with a pre-planned impairment program. CODE Fire detection, alarm, and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. IFC. 901.6.
5. The fire alarm system in the building was not operational, last inspected and tagged in 2014. A stand alone smoke alarm system was added in addition to the out of service system. The fire alarm system shall be repaired to operational, with a fire watch implemented along with a pre-planned impairment program. CODE Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with at least one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires. IFC. 901.7.
6. The fire alarm system in the building was not operational, last inspected and tagged in 2014. A stand alone smoke alarm system was added in addition to the out of service system. The fire alarm system shall be repaired to operational, with a fire watch implemented along with a pre-planned impairment program. CODE Preplanned impairments shall be authorized by the impairment coordinator. Before authorization is given, a designated individual shall be responsible for verifying that all of the following procedures have been implemented: 1. The extent and expected duration of the impairment have been determined. 2. The areas or buildings involved have been inspected and the increased risks determined. 3. Recommendations have been submitted to management or building owner/manager. 4. The fire department has been notified. 5. The insurance carrier, the alarm company, building owner/manager, and other authorities having jurisdiction have been notified. 6. The supervisors in the areas to be affected have been notified. 7. A tag impairment system has been implemented. 8. Necessary tools and materials have been assembled on the impairment site. IFC. 901.7.4.

7. The emergency lighting throughout the building is inadequate to provide lighting during emergencies. Only one light was identified to be operational. Emergency lights shall be installed as needed. CODE The power supply for means of egress illumination shall normally be provided by the premises' electrical supply. In the event of power supply failure, an emergency electrical system shall automatically illuminate all of the following areas: 1. Aisles and unenclosed egress stairways in rooms and spaces that require two or more means of egress. 2. Corridors, interior exit stairways and ramps and exit passageways in buildings required to have two or more exits. 3. Exterior egress components at other than their levels of exit discharge until exit discharge is accomplished for buildings required to have two or more exits. 4. Interior exit discharge elements, as permitted in Section 1027.1, in buildings required to have two or more exits. 5. Exterior landings as required by Section 1008.1.6 for exit discharge doorways in buildings required to have two or more exits. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator. The installation of the emergency power system shall be in accordance with Section 604. IFC. 1006.3.
8. Throughout the building, there are multiple open junction boxes and exposed wiring splices. All wiring shall be in an approved junction box with the appropriate cover plate. CODE Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes. IFC. 605.6.
9. The handrails in the stairwells are loose and damaged. The handrails shall be repaired. CODE Handrails for stairways and ramps shall be adequate in strength and attachment in accordance with Section 1607.8 of the International Building Code. Handrails required for stairways by Section 1009.15 shall comply with Sections 1012.2 through 1012.9. Handrails required for ramps b Section 1010.9 shall comply with Section 1012.2 through 1012.8. IFC. 1012.1.
10. Apartment #2, on the second floor, and Apartments #4-7, on the third floor, do not have the proper amount of exits based on multiple factors. Apartment #2 has a common path of egress travel that exceeds the travel distance allowed by Table 1014.3. Apartments #4-7 exceed the maximum occupant load of the third floor for a single egress pathway and also exceeds the allowable distance for the common path of egress travel. All apartments shall be provided with a secondary means of egress. CODE Two exits or exit access doorways from any space shall be provided where one of the following exists: (1.) The occupant load of the space exceeds one of the values in Table 1015.1. Exceptions: 1. In Group R-2 and R-3 occupancies, one means of egress is permitted within and from individual dwelling units with a maximum occupant load of 20 where the dwelling unit is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2. 2. Care suites in Group I-2 occupancies complying with Section 407.4.3 of the International Building Code. (2.) The common path of egress travel exceeds one of the limitations of Section 1014.3. (3.) Where required by Section 1015.3, 1015.4, 1015.5 or 1015.6. Where a building contains mixed occupancies, each individual occupancy shall comply with the applicable requirements for that occupancy. Where applicable, cumulative occupant loads from adjacent occupancies shall be considered in accordance with the provisions of Section 1004.1. IFC. 1015.1.

11. Apartment #2, on the second floor, and Apartments #4-7, on the third floor, do not have any secondary means of egress from within the dwelling units. Apartment #4 on the third floor has an exterior ladder that is not accessible from the apartment as the window does not allow access. All apartments shall be provided with the appropriate secondary means of egress. CODE (AS AMENDED) In addition to the means of egress required by this chapter provisions shall be made for emergency escape and rescue openings in Group R and I-1 occupancies. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening in accordance with this section. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Such openings shall open directly into a public way or to a yard or court that opens to a public way. Exception: Emergency escape and rescue openings are not required from basements or sleeping rooms that have an exit door or exit access door that opens directly into a public way or to a yard, court or exterior exit balcony that opens to a public way. IFC. 1029.1.
12. Apartment #2, on the second floor, and Apartments #4-7, on the third floor, lack of secondary means of egress. Should a fire event occur in the entry stairwell between the main entry and the second floor landing, no occupants of the above listed apartments would be able to perform self-rescue and would have to rely on rescue operations. Only Apartments #1 and #3 on the second floor have access to exterior stairwells from their respective dwellings. Observed during the site visit it was noted that graffiti writing was being performed on the ceiling of the entry stairwell with an open flame heat source, increasing the risk of a fire. Based on the potential risk to the occupants of Apartment #2 and Apartments #4-7, no persons shall occupy those dwellings until they can be provided an approved secondary means of egress. CODE 13 AAC 50.070. Inspections, orders, and appeals
 - (a) If an officer of the state fire marshal's office finds a building or premises in which the following dangerous conditions or materials exist, the officer shall order the conditions or materials to be remedied or removed as directed by the state fire marshal:
 - (1) dangerous amounts of combustible, explosive, or otherwise hazardous materials;
 - (2) hazardous conditions arising from defective or improperly installed equipment for handling or using combustible, flammable, explosive, or otherwise hazardous materials;
 - (3) dangerous accumulations of decorations, rubbish, wastepaper, boxes, shavings, or combustible or flammable liquids or materials;
 - (4) accumulations of dust or waste materials in air conditioning or ventilating systems or of grease in kitchen or other exhaust ducts;
 - (5) obstructions to or on fire escapes, stairs, passageways, doors, or windows, which will interfere with operations of the fire department or egress of occupants in case of fire or explosion;
 - (6) ineffective fire assembly, exit door, attic separation, area separation, fire separation, or occupancy separation;
 - (7) a chimney, smokestack, stove, oven, incinerator, furnace or other heating device, or electric fixture found to be defective or unsafe so as to create a fire danger;
 - (8) a building or structure which because of a lack of repairs, adequate exit facilities, automatic or other fire-alarm apparatus or fire-extinguishing equipment, or any other cause including age, is hazardous; or
 - (9) any other condition that violates this chapter, and which the state fire marshal finds is hazardous.
 - (b) If an order is issued to eliminate a dangerous or hazardous condition described in (a) of this section and the condition is not corrected within the time specified in the order, the state fire marshal will, in the marshal's discretion, post at the entrance to the building or premises a notice to read "DO NOT ENTER, UNSAFE TO OCCUPY. DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION." The notice must remain posted until the required repair, demolition or removal is completed, and may not be removed without written permission of the state fire marshal. No person may enter a posted building unless

the person does so to make required repairs or to demolish or remove the hazardous condition.

(c) The service of an order for the correction of a violation of (a) of this section must be made upon the owner, occupant, or other persons responsible for the condition by

(1) delivering a copy to the person responsible for the condition or to the person in charge of the premises;

(2) affixing a copy in a conspicuous place on the door to the entrance of the premises; or

(3) mailing a copy of the report to the responsible person by certified mail at his or her last known address.

(d) If a building or other premises is owned by one person and occupied by another under lease or similar agreement, orders issued under (a) of this section apply to the occupant unless the rule or order requires additions to or changes in the premises which would become the real property of the owner of the premises. In which case, the rule or order must be sent to the owner.

(e) If an order is made by the state fire marshal or the marshal's authorized representative, the owner or occupant may, within seven days after receiving the order, file a written appeal to the state fire marshal who will, within 10 days after receiving the appeal, review the order, and issue a written decision. The appeal must be postmarked within seven days following the date of receipt of the order. The order must be complied with within the time specified in the order unless the state fire marshal revokes the order. The state fire marshal's decision on an appeal under this subsection is a final order of the Department of Public Safety for purposes of AS 18.70.100 .

(f) No person may make a false statement with the intent to mislead the state fire marshal in connection with the marshal's official duties, including in response to orders of the Department of Public Safety to alter, repair, change, or correct a violation or deficiency. State Regs. 13AAC50.070

13. Located at the front entryway, there is a small can affixed to a wooden post full of discarded smoking materials. The smoking materials and the can shall not be discarded adjacent to combustible materials. CODE Lighted matches, cigarettes, cigars or other burning object shall not be discarded in such a manner that could cause ignition of other combustible material. IFC. 310.7
14. Prior to any person(s) occupying the premises, a plan review shall be submitted to the Plan Review Bureau at the Alaska State Fire Marshal's Office. CODE
(a) Before beginning the construction, alteration, repair, or changing the occupancy of a building, a substantial land structure, or structure regulated by the state division of fire and life safety, plans and specifications regarding that building's or structure's location on the property, area, height, number of stories, occupancy, type of construction, fire-resistive construction, interior finish, exit facilities, electrical systems, mechanical systems, fuel storage tanks and their appurtenances, automatic fire-extinguishing systems, and fire alarm systems must be submitted by the owner or the owner's representative to the state division of fire and life safety for examination and approval. This review does not address structural considerations, mechanical or electrical review beyond that necessary to confirm compliance with fire or life safety requirements, or the requirements of 42 U.S.C. 12101 - 12213 (Americans With Disabilities Act of 2010). A copy of the approval must be posted as required in 13 AAC55.100.
Plan Review Reg. 13AAC50.027(a)
15. Prior to any person(s) occupying the premises, a plan review shall be submitted to the Plan Review Bureau at the Alaska State Fire Marshal's Office. CODE
(b) It is prohibited to occupy a building for which plans have not been examined and approved if the construction, alteration, repair, or change in occupancy began on or after 10/28/90. The state fire marshal will, in the marshal's discretion, post a building constructed without a plan review, as set out in 13 AAC 50.070(b).
Plan Review Reg. 13AAC50.027(b)

APPEAL RIGHTS
Title 13 Alaska Administrative Code
Chapter 50, Section 070 (e)

(e) If an order is made by the state fire marshal or his or her authorized representative, the owner within seven days after receiving the order , file a written appeal to the state fire marshal who will, within 10 days after he or she receives the appeal, review the order and file his or her written decision. The order must be complied with within the time specified in the order unless the state fire marshal revokes the order. The state fire marshal's decision on an appeal under this subsection is a final order of the Department of Public Safety for purposes of AS 18.70. 100. (In effect before 7/28/59; am 6/25/69, Reg. 30: am 2/21/71, Reg. 37; am 1/14/81, Reg. 77)

Alaska Statute Section 18.70.100

Sec. 18.70.100. VIOLATION. (a) A person who violates any provision of AS 18.70.010 -- 18.70.100, 18.70.300 -- 18.70.310, or a regulation adopted under those sections, or who fails to comply with an order issued under AS 18.70.010 -- 18.70.100 or 18.70.300 -- 18.70.310 is guilty of a class B misdemeanor. When not otherwise specified, each 10 days that the violation or noncompliance continues is a separate offense.

(b) A person aggrieved by a final order may appeal to the superior court within 30 days after the issuance of the final order. Filing of the appeal does not excuse noncompliance with the order. The court may stay the operation of the order on those terms relating to bonding or other matters that the court finds proper. A stay may not be granted or continued if the court finds that it is against the public interest. (Subsection 10 ch 66 SLA 1955; added by Subsection 1 ch 113 SLA 1957; am Subsection 2 ch 120 SLA 1990)

PORT OF BETHEL

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



TO: Peter Williams, City Manager
FROM: Allen Wold, Port Director
SUBJECT: May 2018 Managers Report

- **Small Boat Harbor**
 - Started putting in floats
 - Cleaning up drift along banks (using loader, dump truck, and pickups)
 - Brought the Harbor shack down for the year.
 - Customers getting their boat out of storage for customers.
- **City Dock/Beach 1**
 - 1st Main line barge of the year (AML) 6 million LBS
 - Using the water truck, grader, and loader for dust control and clean up.
 - Vitus, Faulkner, and Crowley pushing into the water.
- **Port Office**
 - Set up surveillance for the Port Office. Ordered parts for the surveillance system for the Harbor.
 - Quoting furniture and ordering furniture.
 - First Port Commission at the Port Office
- **Admin**
 - Monthly Storage billing for customers.
 - Working on FY19 Budget.
 - Hired and full time Port Facility Attendant.
 - Hiring applicants for the SBH Attendants and Port Facility Attendant.
- **Seawall**
 - Fixing Cable Fencing/Welding new posts for cable fencing.
 - Green Up Clean Up
- **East Addition**
 - Talked with STG about upcoming Bethel Bank Stab. Project. They will get here June 4th.
- **Misc./Vehicles**
 - Safety checks along the seawall
 - Picking up as needed where needed.
 - Safety Meetings.
- **Petro Port**
 - Vitus and Crowley have been loading up.

Memorandum

Date: May 25, 2018

To: Pete Williams, City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



May 2018 Current Events

- **Disaster Recovery Plan Progression:** I have made progression into the IT disaster recovery plan, but not as much as I would have liked. Unfortunately, this is a project that I can only work on when there are few to no fires to put out. Lately, this has not been the case and so my headway into this has been delayed. I've managed to compile a comprehensive contact list for both internal and external contacts and finished a few introductory pieces. I started working on a risk management section when a coworker informed me of the City of Bethel's hazard mitigation plan, which is giving me a little more insight into the probability of certain disasters such as earthquakes. Progress will continue into the coming months.
- **Capital Improvement Wrap-Up:** This month I was able to put together one of the final pieces for the capital improvement projects I planned for this year. In total:
 - I was able to overhaul the server room and transfer all critical city equipment into brand new, securable racks which adds an extra layer of access security (anyone with access to the server room would need an additional set of keys to be able to open and access the critical equipment). The city now has room to expand equipment as needed for several years to come with the introduction of a secondary rack. This project also included adding a few new pieces of equipment that would make working with the server room more efficient such as extra monitors and a network controller for server access. The added security of the new racks grant peace of mind if contractors or others need to be working in the server room unsupervised.
 - Secondly, I was able to deploy a new round of UPS units at each city building to protect the network switching equipment from power outages/surges. Most buildings were running on obsolete units and some buildings had no UPS protection at all. The main purpose for this project was preventative to try to eliminate, or at least mitigate, any downtime should one of the managed switches go down. Replacement involves both purchasing new equipment and coordinating with GCI/UUI in order to reprogram the equipment which has in the past taken up to few weeks resulting in a building having no network access for that entire period.
 - Lastly, I purchased a new mass-storage-oriented server for the server room, which should be able to facilitate any growth needed for storing the city's sensitive data for years to come. The server is heavily expandable with new shelf bays easily and cheaply purchased. All that is needed is to buy the drives to put in the slots instead of buying all new servers every time.
- **Fire Department Wireless:** A project I was planning to handle in FY19 was fortuitously able to be completed ahead of schedule as funds were available to move forward during the current fiscal year. I was able to purchase a new set of wireless access points for the purposes of replacing the existing units at the fire dept, which takes us one step closer to uniformity across the entire network in terms of wireless access. The new units have much more robust security and

Memorandum

Date: May 25, 2018

To: Pete Williams, City Manager

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management options. When dealing with wireless access to sensitive city data, more security capability is a definite plus.

- **Business-As-Usual:** Beyond the above-mentioned items, the month has been fixing or helping with run-of-the-mill trouble tickets such as email, printing, Caselle access, and login problems.

Future Plans

- **Further Disaster Recovery Plan Progression:** In the final months of FY18, I hope to be able to focus more on completing the first draft of my IT disaster recovery plan. Assuming I'm able to make a little progress on this each week in between trouble tickets, I hope to have my first draft completed no later than the end of July.
- **Budget Modification for 10-55-649:** This month I had prepared a budget modification to move funds internally from within my budget into the "Other Professional Services" line item in order to cover some current and future costs for services. Unfortunately, I had to miss the council meeting when this was on the agenda. As such a decision on this matter was postponed until a later meeting at which point I will be able to answer some questions some council members had on the amounts needed. I will definitely make sure to attend the next meeting in order to get this matter resolved before the end of the fiscal year.



CITY OF BETHEL

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

TO: City Manager
 FROM: Human Resources
 SUBJECT: March Manager Report

DATE: May 29, 2018

Position	Number of Vacancies	(Average) Days Vacant	Number of New Applications	Number Hired During Period	Number of Vacancies Remaining	Applicants Still in Department Review Process
Assistant Finance Director	1	291	6	0	1	3
Water and Wastewater Foreman	0	449	1	1	0	0
Dispatch Supervisor	1	318	1	0	1	0
Dispatcher	2	0	6	1	2	2
Driver – Hauled Utility	2	N/A	3	1	2	0
Mechanic II	1	123	0	0	1	0
Firefighters/EMT	2	22	4	1	2	3
TOTALS	9		21	4	9	8

We currently have 9 job positions with a total of 13 openings. I am only addressing those positions that have been difficult to fill. Here is the breakout and outline of actions taken:

Ass't Finance Director: We expanded our search and increased the salary offered. We have received 6 applications and are considering 3 of them, one in particular, David Groller, was the assistant finance director in Bethel in 2006.

Water/Wastewater Foreman: We finally filled this position effective May 21, 2018. Andrew Wakeman has great experience and we are confident he will excel in this position.

Hauled Utility Drivers: We currently only have 2 openings for truck drivers in Hauled Utilities, but we currently have no applicants that we are considering.

Dispatch Supervisor: This position has been open 258 days. No progress.

Dispatcher: In March we filled two dispatch positions and were able to use State funds to help with their salary during their training. Unfortunately, both of these individuals have dropped out of the program, citing the stress of the position. We recently hired an individual and are considering a couple of other applicants.

Mechanic II: This position has been open for 123 days and we have received no applications from anyone with the right qualifications.

Firefighters: We have hired a qualified firefighter, but the other positions have remained unfilled. Chief Howell went to the Bethel High School and offered a summer firefighter intern program for those interested in a career. We selected 2 great young men and hired them May 29th. We are excited and so are they.

Program Updates

We are in the middle of open enrollment for our new healthcare coverage. So far almost 50% of employees have signed up. Cutoff is Jun 7, 2018.

State DOT came in and evaluated our drug testing program and found no problems. They also conducted training on recognizing signs of intoxication.

Keith Henthorn
Human Resources Manager

MEMORANDUM

DATE: 06.01.2018
TO: Peter Williams, City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report –

Programs/Divisions

Public Works Director:

Hauled Utilities:

For the month of May 2018 the Hauled Utility Dept has had two incidents since the beginning of the month. We lost a Driver due to the incidents acquired in a short period of time of the incidents involved.

We have heard we are getting new sewer trucks that will greatly help in our service with new trucks on the fleet. We are also hoping to get new water trucks that will greatly help in the services with trucks that are running and new without much maintenance to be done on the running trucks.

We have had some trouble getting our supplies in the last two months like the work gloves required for the Utility Drivers. The other departments in the shop are also requesting like coffee, cups, paper towels and tissue that we have a limited supply of but still request for more that we are getting by with. We still request for approval of the items we need.

We are hoping to receive an approval for the water nozzles needed for the water trucks. The nozzles are wearing out on these water trucks and we don't have any replacements or repair parts for these nozzles already in use.

The new system of service, The Billing Dept and The Hauled Utility Dept started, helped to establish a new form of service for the community without much trouble with customers that are not in compliance with payments of services. The shot off lists that are on the route sheets are also noted for a reason of a stopped service so the Drivers can communicate with the customers on the route sheets if needed.

We have had a great start into the summer and look forward to a new season.

Utility Maintenance:

Water Plant Operations:

- Bethel Heights WP is experiencing electrical issues with the Outside Well. Waiting on electrician from ANC to troubleshoot

Utilities Maintenance:

- YKHC 50 unit housing sewage line tie-in was successfully completed
- 15 alarms on residential lift stations were responded to.
- Monthly meter reading and service connections were completed
- Power failure caused emergency generators to kick on. All units operated as expected without issue.
- The pump for lagoon discharge was serviced and test run. Ready for operations as needed
- Lift station pumps at 103 CS were replaced
- Available crew participated in Clean up Green up
- Inspection of potential road crossings that will need some repairs to allow for unobstructed flow of sewage lines
- Cleaned out mat/solids layer at City Courthouse lift station
- Repaired 3 leaks on sewage lines
- 7 residential lift station repairs
- Line levelling activities
- Daily safety meeting.

Property Maintenance:

For the month of May Property Maintenance Crew has worked in different work orders, and emergency calls; to maintain the City of Bethel buildings. I will describe some of the most important ones.

Owl Playground Renovation We disassembled the playground equipment; swings, basketball rim, track rides, trapezoid latter, picnic tables; we also removed the perimeter fence and assisted the Street & Road crew in the removals of the playground equipment.

YKFC We have been assisting and supporting the mechanical emergencies of the boilers and other small equipment installations; we installed EXIT signs and emergency lights to correct the deficiencies found by the Fire Marshall.

Police Department. I.T. Server room AC units and assisted removing wireless points at F.D.

Log Cabin changed cores for all doors and the bathroom got fixed

Billy's water plant. Small boiler re-started, cleaned and changed nozzle.

Fire Department Repaired the bay doors remote control; assisted with the forklift to check their equipment.

Dog pond changed the fuel filter, motor, fuel pump, primary control and nozzle.

Parks and Recreation:

Pinky's park we have been picking up the garbage along the board walks and changed the garbage bags.

Property Maintenance will periodically check the board walks, benches and picnic tables for repairs and prune or remove over grow trees and shrub.

Road Maintenance:

Streets and Roads, hauled the \$50,000 of D-1 gravel from Knik to the south side of the city shop to where we stock pile the D-1 gravel for use on the roads. This is the gravel that council OK for streets and roads in order to keep the roads maintained, 42 dump truck loads.

Streets and Roads, has started on Owl Park by helping Building Maintenance pulling out the old playground equipment and hauling it out of there. When that was, done, we put instilled a culvert on ONC side to build a driveway into the park, and then we hauled in 90 loads of sand to raise and level the playground pad so that there is a base for the new playground equipment when it comes in.

Streets and Roads did get the parts in for the big red steaming in order to finish thawing out the culverts this spring. We do need a new steaming this year in order to keep up with the thaw using two steamer, and if this were, a bad year we would have had washout roads this spring. However, being spring thaw started earlier and it was a colder thaw, we had more time to thaw the culverts.

Streets and Roads is hauling sand to the landfill to build the roads up top, and it looks like we will be hauling in cover as least over a month to cover the trash. We have a large area to cover and the mud is starting to dry to out we will be covering the exposed trash.

Vehicles and Equipment:

Transit System:

For the month of May we had approximately 2640 riders, the same period a year ago we had 2170. That's an increase of 622 rides, about 32% increase from last year. The Green Line runs from 6:30am to 10:30am and then from 11:30am to 6:15pm, Monday through Friday. The Red Line runs from 9:00am to 12:00n and from 1:00 -3:00pm, Tuesday through Saturday. During the summer, our ridership will be down, people will be gone to fish camp, summer vacations, and others enjoy walking. From June 16 through July 31, we will close down the Red Line and only the Green Line will be running.

With the rough roads, potholes and ruts, Bus 438 was down for several days, the front bushings had to be replaced and the front end realigned. The front tires were wearing very badly on the outside edges. Bus 439 was down for a couple of

weeks the transmission went out and the shop sent it into Anchorage to have it rebuilt. The shop has done a great job in helping us keep the buses on the road.

John Sargent, City Grant Manager, has done a great job and has submitted the FY 19 grant and it includes a new bus. The State has approved the grant and hopefully it will be approved by the City Council and a new bus will make it on this summer's barge. We have requested a 14-passenger bus, with a wheel chair lift, and gas operated. Gas is cheaper than diesel and they are easier to start in the winter. If we get the new bus, it will replace Bus #436, which has in excess of 140,000 miles on it and is 10 years old. Good job John!

I am very concerned about the Transit budget, both this year FY 2018 and next year FY2019. To make the Transit System more reliable and serve the people better we need to increase the number of trips per day, both routes, and continue to run one bus part time on Saturday. All of this would cost additional money.

Bethel Transit System goal for the FY 2019 will be to show a 20-25 percent increase in ridership / revenue. I think we can do this by providing better service to our passengers.

Landfill / Recycle Center:

The landfill just had our spring inspection. There is room for improvement, there is always room for improvement. Streets and roads are building a new road that will run around the top of the landfill so that we can fill in the low ground and build up the outside dike.

Caleb Sleppy is the landfill tech. and he just passed the examination for his landfill certification. Good job Caleb.

Water Plant Operations: For the month of May both Water Plants are in Summer mode. We also cleaned up green up around both water plants. Filed our DMR report for sewage lagoon. We continue to do our daily chlorine and fluoride monitoring and report. Also our monthly coliform samples and report. Monthly maintenance and lube log to OEH. We also replaced our chlorine chemical line at our CSWTP. We also continue a daily safety meeting.

Staffing Issues/Concerns/Training:



May 2018 Monthly Report

Personnel:

Both of the two certified officers hired in April successfully completed field training and are working on their own. A sergeant separated from service in May. There will be a recruitment for promotion to sergeant within the Department. This will leave a vacant funded officer position. There are currently 3 police officer applicants in the background investigation process.

The Dispatch Center is still down one dispatcher and the dispatch supervisor. A newly hired dispatcher has completed one week of field training. Significant overtime is still being used to cover the short staffing to keep shifts covered.

All CSP and CSO positions are all remain fully staffed.

Operations:

There were 1,524 calls for service the month of May. This is nearly 200 calls fewer than April and approximately 150 calls fewer than May of 2017. Calls for service for the week after the liquor store closed went down 200 calls compared to the previous week and over 100 calls from the week prior to that. Overall call volume by week for May has been 440, 340, 454, and 213 respectively.

The most immediate change in call volume since closing the liquor store was intoxicated pedestrian calls. We went from an average of approximately 140 calls the previous three weeks to only 29 calls the week after. However, investigations requiring reports stayed approximately the same with 17. There didn't appear to be an immediate drop in the felony cases either with 3 reported sexual assaults since closing the liquor store.

Animal Control:

There were 52 animal control calls for service for the month. There were 4 reported dog bites, 2 by animals that were properly restrained and no citations were issued. One of the remaining reports resulted in a citation being issued and the last report the loose dog could not be positively identified so no owner was cited.

Budget:

The budget status hasn't changed since the April report. Significant overtime is still being used to cover dispatch shifts. Depending upon if/how the unfunded officer positions are funded the Department will have up to 3 vacant officer positions. There are currently 3 applicants and another a fourth is in the process of updating his application.

City Clerk's Report

City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

June 12, 2018 Regular City Council Meeting

Burial Permits May 1 to Current

1 Burial Permit and or reservation issued.

Passport Applications May 1 to Current

7 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 met with the Chair and Vice Chair of the Public Safety and Transportation Commission to establish 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

Will meet June 19.

Document Preparation/ Research

Alcohol Task Force Meeting preparation.

Public Awareness Posts related to alcohol.

Claims Ordinance review/modification with attorney.

Appeal Ordinance review/modification with attorney.

Sent cemetery notices out to families with outstanding balances.

Council Budget Meeting and Action Summaries.

City of Bethel Election Calendar

Regular Election October 2, 2018

Contact Info

City Clerk's Office
300 State Highway
P.O. Box 1388, Bethel AK 99559
(907) 543-1384
cityclerk@cityofbethel.net

JANUARY 1 ABSENTEE BY-MAIL BALLOT APPLICATIONS ARE ACCEPTED

Forms are available online or at the City Clerk's Office.

JULY 28 DECLARATION OF CANDIDACY PACKETS ARE AVAILABLE

Printable from the City's website or pick up copies at the City Clerk's Office

AUGUST 5 DECLARATION OF CANDIDACY FILING PERIOD OPENS

Packet submissions shall be made in person or by mail to the City Clerk's Office Monday – Friday between 8:00 a.m. and 4:00 p.m. Fax and email submissions will not be accepted.

**AUGUST 20 DECLARATION OF CANDIDACY FILING DEADLINE 4:00 p.m.
CANDIDATE NAME CHANGE AND WITHDRAW DEADLINE**

AUGUST 22 FILING PERIOD OPENS FOR WRITE IN CANDIDATES

Packet submission shall be made in person or by mail to the City Clerk's Office.

SEPTEMBER 2 DEADLINE TO REGISTER TO VOTE OR UPDATE VOTER INFO

Forms are available online or at the City Clerk's Office

SEPTEMBER 17 ABSENTEE IN-PERSON AND SPECIAL NEEDS VOTING OPENS

The City Clerk's Office will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday

ABSENTEE BY-MAIL BALLOTS ARE MAILED

SEPTEMBER 21 DEADLINE TO SUBMIT ABSENTEE BY-MAIL BALLOT APPLICATION

OCTOBER 1 LAST DAY TO VOTE ABSENTEE IN PERSON/SPECIAL NEEDS

OCTOBER 2 ELECTION DAY

Polls are open from 8:00 a.m. until 8:00 p.m.

Precinct 1: LKSD District Office, 1004 Ron Edwards Memorial Drive

Precinct 2: Cultural Center, 401 Chief Eddie Hoffman Highway

OCTOBER 4 CANVASS BOARD MEETING

The Canvass Board will review the precinct records, count absentee ballots, questioned ballots and special needs ballots.

OCTOBER 9 COUNCIL'S CERTIFICATION OF THE ELECTION

Executive Session

Additional Information
