



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

Tuesday, September 26, 2017

6:30 P.M.

Council Chambers; Bethel, Alaska



City Council Meeting Agenda

Regularly Scheduled Meeting

September 26, 2017 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

Rick Robb
Mayor
Term Expires 2017
rrobb@cityofbethel.net

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

Leif Albertson
Council Member
Term Expires 2017
labertson@cityofbethel.net

Alisha Welch
Council Member
Term Expires 2017
arwelch@cityofbethel.net

Mark Springer
Council Member
Term Expires 2017
msprigner@cityofbethel.net

Naim Shabani
Council Member
Term Expires 2017
nshabani@cityofbethel.net

Michael Shantz
Council Member
Term Expires 2017
mshantz@cityofbethel.net

Pete Williams
Acting 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) *9-12-2017 p.5
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. SPECIAL ORDER OF BUSINESS**
 - A) Health Fitness Monthly Report On The YK Fitness Center (Mayor Robb) p.25
- IX. UNFINISHED BUSINESS**
 - a) Public Hearing Of Ordinance 17-42: An Ordinance By The Bethel City Council Amending Fees And Charges Related To Electronic Records For The City Of Bethel (Mayor Robb) p.42
 - b) Public Hearing Of Ordinance 17-43: Amending The Bethel Municipal Code Section 4.04.020 Budget Estimate-Preparation (Mayor Robb) p.43
 - c) Public Hearing of Budget Ordinance 17-28 (b): Amending The Adopted Annual FY 2018 Budget-Increase in Gravel for Street Repairs (City Manager Williams) p.47
 - d) Public Hearing of Budget Ordinance 17-28 (c): Amending The Adopted Annual FY 2018 Budget-Changes in line Items to YK H&F Center and Water/Sewer Utility Fund (City Manager Williams) p.51
- X. NEW BUSINESS**
 - a) *Introduction of Ordinance 17-44: Authorizing The Acquisition And Disposal Of Property To Yuut Elitnaurviat Pursuant To BMC 4.08.030(B): Reacquire Land From Yuut Elitnaurviat And Re-Dispose Of Property To Yuut Elitnaurviat (City Manager Williams) p.73
 - b) *Resolution 17-17: Opposing The Implementation Of A State Sales Tax (Mayor Robb) p.97
 - c) *AM 17-60: Approving Administrative Leave And Travel Request For City Attorney To Attend AMAA (City Manager Williams) p.99
 - d) IM 17-05: Problem Of City Water And Sewer Trucks Meeting DOT & PF Weight Requirements And Prospective Solutions (City Manager Williams) p.105
 - e) *Leave Request- City Attorney- Nov. 30 to Dec. 20, 2017 (Mayor Robb)
 - f) *Leave Request- City Clerk- Jan. 18 to Feb. 2, 2018 (Mayor Robb)
 - g) *Leave Request- City Manager- Oct. 9-11 and Nov. 13-15 (Mayor Robb)
- XI. MAYOR'S REPORT**

Agenda posted on September 20, 2017, at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

(Items on the agenda noted with an asterisk (*) are considered the consent agenda.

All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.

Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing October 10, 2017**.

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



**City Council Meeting Agenda
Regularly Scheduled Meeting
September 26, 2017 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

XII. MANAGER'S REPORTS

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

XV. EXECUTIVE SESSION

- a) In Accordance With AS 44.62.310 C 1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Union Negotiations (City Manager Williams)
- b) In Accordance With AS 44.62.310 C 1 Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity- Court House Leased Property Contract (City Manager Williams)

XVI. ADJOURNMENT

Agenda posted on September 20, 2017, at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. City Clerk

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Approval of the Meeting Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on September 12, 2017 at 6:30 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. PEOPLE TO BE HEARD

No one present to be heard.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

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

Removal from

Consent: Remove Introduction of Ordinance 17-28 B and C.

Moved by: | Robb

Removal from

Consent: Remove Introduction of Ordinance 17-43

Moved by: | Watson

Removal from

Consent: Remove Resolution 17-16 and Ordinance 17-42.

Moved by: | Albertson

VI. APPROVAL OF THE MEETING MINUTES

Item A – 8-22-2017

Passed on the Consent Agenda

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission –

Potential ordinance changes in Title 5 related to the cab industry consideration.

Port Commission –

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

Planning Commission -

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

Parks, Recreation, Aquatic Health and Safety Center Committee –

Considering the development of a park in Kasayuli Subdivision. A public meeting has been tentatively scheduled September 25th.

Considering a recommendation to contract recreational activities throughout the year. The Committee has establishing a proposal that is still in the final review stages.

Art work design for the YK Fitness Center is getting close to submission deadline. The Committee is looking for an instillation time frame of a year from now.

The Committee has continued to ask for a financial accounting of the dedicated pool fund without results from the City. How much money is in the pool and where is it appropriated. The Committee would really like to determine what is needed to establish a repair and replacement fund.

The YK Fitness Center is now operating seven days a week.

PFD Sales are on the horizon.

Finance Committee -

Continue to work on the Sales Tax Ordinance.

Energy Committee –

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

Public Works Committee -

No update to provide.

VIII. UNFINISHED BUSINESS

Item A – Public Hearing of Ordinance 17-39: Repealing And Replacing Chapter 4.16 Of The Bethel Municipal Code, Sales And Use Tax.

Mayor Robb opened the Public Hearing.

No one present to be heard.

Mayor Robb closed the Public Hearing.

Main Motion: A motion to adopt was made at the July 25, Regular Meeting.

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

Primary Amendment:

Amend 4.16.040 (B): There is levied by the City a sales tax on all retail sales, services and rentals which either commence or terminate within the City, or which are in any part rendered, supplied or provided within the City, except as expressly provided otherwise in this chapter.

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

Primary Amendment:

Amend 4.16.090 (A): No person may engage in any taxable transactions within the City without first procuring an annual a sales tax collection license from the City finance department.
Amend 4.16.090 (C): ~~Existing businesses shall apply for a sales tax collection concurrent with their business license renewal. All existing businesses must be compliant with this section no later than December 31, 2019~~ Sales Tax Collection Licenses shall expire at the same time as the establishment’s business license and may be renewed concurrently.
Amend 4.16.450 (A) (2): Sales Tax Collection License Registration- Existing businesses shall ~~register upon renewal of their sales tax license but in no event shall application for a sales tax collection license occur later than December 31, 2019~~ register within sixty (60) days of the passage of this Ordinance.

Moved by:	Albertson
Seconded by:	Springer
Action:	Motion carries by a vote of 7-0

In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Shantz
Opposed:	-0

Subsidiary Motion: Suspend the rules to hear from the chair of the finance committee.

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

Secondary Amendment: Amend to strike 4.16.450 (A) (2): ~~Sales Tax Collection License Registration Existing businesses shall register upon renewal of their sales tax license but in no event shall application for a sales tax collection license occur later than December 31, 2019 register within sixty (60) days of the passage of this Ordinance.~~

Moved by:	Albertson
Seconded by:	Welch
Action:	Motion does not carry by a vote of 1-6
In favor:	<input checked="" type="checkbox"/> Springer
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Shabani <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Shantz

Amend 4.16.450 Transition Period. A 2. To strike "upon renewal of their sales tax license but in no event shall application for a sales tax collection license occur later than December 31, 2019." And "register within sixty (60) days of the passage of this Ordinance."

Primary Amendment: And to insert under section 3 Effective Date "Section 4.16.450A(2) will become effective 150 days from the passage of this Ordinance."

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

Amend 4.16.230 A to strike All of 4.16.230 A and insert "A. All persons subject to this chapter shall file a return on a form or in a format prescribed by the City and shall pay the tax due. Each person engaged in business in the City subject to taxation shall file a return in accordance with the following:

1. All persons subject to this chapter shall file a return on a form or in a format prescribed by the city and shall pay the tax due. Each person engaged in business in the City subject to taxation shall file a return in accordance with the following:
 - a. Monthly. Unless as otherwise provided for in this section, sellers shall file on or before 3:00 p.m. Alaska Time on the last day of the month following the end of each preceding month.
 - b. Semi-Monthly. If a seller fails to file or is late in filing returns for two (2) or more months, whether or not consecutive, the finance director may require the seller to submit returns and payments semi-monthly for other good cause, including, but not limited, to a lack of sales history, seasonal sales, etc.

Primary Amendment:

- c. Quarterly. Upon approval of the finance director, a seller that has a documented history of less than twenty-four thousand (\$24,000) dollars in taxable sales annually as well as a documented history of on-time filings and payments, may file its sales tax return and remittance of taxes on an annual basis. Returns and taxes filed and paid on an annual basis must be received no later than January 31st, following the calendar year for which the tax return is required to be submitted. Penalties for late filing of an annual return and for the late remittance of taxes shall be double the rate applicable to monthly returns and interest shall accrue on late annual remittances from January 1st of the preceding year.
- d. Filing to be continuous. A person who has filed a sales tax return will be presumed to be making sales in successive periods unless the person files a return showing a termination or sales of their business in accordance with section 4.16.380

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

Primary Amendment: Amend 4.16.250 to strike the section.

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

Amend to insert as a new section after Exemption Cards:

Special Exemption for Charitable Events

- A. A special sales tax exemption may be granted no more than two (2) times in a calendar year to a nonprofit organization or nonprofit institution business exempting the organization or business institution from the obligation to collect sales taxes on sales of tangible personal property or admissions sold by such organization or business as part of a project to raise funds for a particular charitable project, upon the filing of an application for a charitable project sales tax exemption permit filed not less than thirty (30) days prior to the date for commencement of the exemption on a form required by the City and compliance with each of the following requirements:
 1. The nonprofit organization or institution is organized exclusively for religious, educational or charitable purposes;
 2. The fundraising project must be to raise funds to be used and expended solely and exclusively for a qualified charitable project as set forth and specified in the application;
 3. All proceeds and revenues received from the sales from the project, less only the actual cost of the items sold, including shipping, must be used solely and exclusively for the specific charitable purpose that is identified and approved in the application and permit as issued;

Primary Amendment:

4. Separate accounting records as required by the finance department shall be kept as to all sales; and
 5. A tax return on such form as is required by the finance director shall be filed no later than thirty (30) days after the date specified in the application for conclusion of the fundraising project which tax return shall specify:
 - (i) The total amount of gross receipts received;
 - (ii) The amount actually paid to the charitable organization to be funded as specified in the application and permit; and
 - (iii) Such further and additional information, data and verification as is deemed appropriate by the finance director.
 6. Sales taxes collected shall be submitted no later than the last day of the month following the month of collection along with the properly completed tax return form.
- B. Requests for exemptions of \$999 or less may be approved by the Finance Director. All requests for exemptions totaling \$1,000 or more will require City Council approval prior to the exemption being granted.
- C. In the event a tax return is not filed as herein provided, or if all of the funds are not paid in the manner and to the specific charity as required by the permit, the permittee shall be liable and responsible for payment of the entire amount of sales tax that would have been collected and remitted had the sales not been conducted as sales tax exempt, plus interest and penalties thereon as provided for in this chapter from the date the sales tax amount would have become due.

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

Secondary Amendment:

Amend to strike "nonprofit institution" and "institution" after the word business.

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

Secondary Amendment:

Amend to strike Subsections A. 4, 5 and 6.

Moved by:	Springer
Seconded by:	Shantz
Action:	Motion does not carry by a vote of 2-5
In favor:	<input checked="" type="checkbox"/> Springer <input checked="" type="checkbox"/> Shabani
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Watson <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Shantz

IX. NEW BUSINESS

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

Main Motion: Introduce Ordinance 17-42.

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

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

Main Motion: Introduce Ordinance 17-43.

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

Primary Amendment: Amend to insert "proposed" between "The" and "budget."

Moved by: Welch
Seconded by: Shantz
Action: Motion does not carry by a vote of 1-6
In favor: Welch
Opposed: Robb Albertson Watson Springer Shabani Shantz

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

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

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

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

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

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

Item E – Resolution 17-16: Supporting Public Employees Retirement System Reform.

Main Motion: Adopt Resolution 17-16.

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

Item F – AM 17-58: Appointment of Jennifer Dobson to the Community Action Grant Technical Review Board.

Passed on the consent agenda.

Item G – AM 17-59: Appointment of Eileen Henrikson to the Public Safety and Transportation Commission for a term of three years.

Passed on the consent agenda

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

Mayor Richard Robb –
Provided acknowledgement of the first swim meet at the YK Fitness Center.
Congratulated everyone that caught a moose.

Vice-Mayor Fred Watson –
No comment.

Council Member Leif Albertson –
No comment.

Council Member Mark Springer –
No comment.

Council Member Naim Shabani –
No comment.

Council Member Alisha Welch–
Thanked everyone for their support, this will be her last meeting. Urged the public to make educated votes.

Council Member Michael Shantz–

No comment.

XIV. EXECUTIVE SESSION

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

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- Union Negotiations. Those attending Item B were: City Manager, City Clerk, and City Attorney.

Main Motion:

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

*Council Member Welch departed the meeting at 9:45p
Council Member Shabani departed the meeting at 9:51p.
Council Member Springer departed at 10:25p.*

XV. ADJOURNMENT

Main Motion: Adjournment.

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

Council adjourned at 10:27p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees



City of Bethel, Alaska

Public Works Committee- Amended Agenda

Wednesday, September 20, 2017 Regular Meeting 6:30PM City Hall Council Chambers

MEMBERS

Joseph Klejka
Committee Chair
Term Expires
12/2017

Jennifer Dobson
Committee V. Chair
Term Expires
12/2017

Scott Guinn
Committee Member
Term Expires
12/2017

Robert Champagne
Committee Member
Term Expires
12/2017

Naim Shabani
Council Rep.
Term Expires

Bill Arnold
Ex-Officio Member

Pauline Boratko
Committee Recorder

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PEOPLE TO BE HEARD: – (5 Minute Limit)**
- IV. APPROVAL OF AGENDA:**
- V. APPROVAL OF MINUTES:**
 - A. –June 21,2017 Regular Meeting
 - B. –July 19, 2017- no meeting
 - C. –August 16, 2017- no meeting
- VI. SPECIAL ORDER OF BUSINESS:**
- VII. UNFINISHED BUSINESS:**
 - A. Institutional Corridor Piped Water Supply Project
 - B. Sewer Lagoon, – PER (Preliminary Engineering Report) & ER (Environmental Report) for Truck Dump Site and other options/Funding strategies for sewer lagoon
 - C. Leveling of the Bethel Heights Water Treatment Plant Building:----
Scott Guinn
 - D. Clarification of BMC sections on ownership of water/sewer facilities
 - E. Ridgecrest Drive Road Update
 - F. Snow Removal From Neighborhoods:---- Scott Guinn
 - G. Landfill closure study and new landfill site:
- VIII. NEW BUSINESS:**
- IX. DIRECTORS REPORT:**
- X. MEMBER COMMENTS:**
- XI. ADJOURNMENT:**

City of Bethel, Alaska

Public Works Committee Minutes

June 21, 2017

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on June 21, 2017 at the council chambers of the City Hall, Bethel, Alaska. Joseph Klejka called the meeting to order at 6:34 pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present: Joseph Klejka, Jennifer Dobson, Robert Champagne, and Naim Shabani.

Excused Absents: Public Works Director, Bill Arnold and Scott Guinn

Also Present:

Committee Recorder, Pauline Boratko

III. PEOPLE TO BE HEARD: none

IV. APPROVAL OF AGENDA:

MOVED BY:	Jennifer Dobson	Motion to approve the agenda.
SECONDED BY:	Robert Champagne	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. APPROVAL OF MINUTES:

MOVED BY:	Jennifer Dobson	Motion to approve minutes for April 19, 2017 meeting.
SECONDED BY:	Robert Champagne	
VOTE ON MOTION	Motion carried by unanimous vote.	

MOVED BY:	Robert Champagne	Motion to approve minutes for May 17, 2017 meeting.
SECONDED BY:	Naim Shabani	
VOTE ON MOTION	Motion carried by unanimous vote.	

VI. SPECIAL ORDER OF BUSINESS:

VII. UNFINISHED BUSINESS:

- A. Institutional Corridor Piped Water Supply Project: no new updates this month
- B. Sewer Lagoon- PER (Preliminary Engineering Report) and ER (Environmental Report) for Truck Dump site and other options: No new updates this month

- C. Leveling of the Bethel Heights Water Treatment Plant Building: The building is off by 14 inches. The plan is to measure it again at the end of the summer to determine what step needs to be taken.
- D. Clarification of BMC Codes: no new updates this month
- E. Ridgecrest Drive Road Update: The plan is to have the road project completed in August of 2018.
- F. Snow Removal from neighborhoods: no new updates this month
- G. Landfill closure and new landfill site: no new updates this month

VIII. NEW BUSINESS:

IX. DIRECTOR’S REPORT: Director of Public Works, Bill Arnold was unavailable to give report.

X. MEMBER COMMENTS:

- Robert Champagne-** no comment
- Jennifer Dobson-** Thank you AVCP for hosting a disposal of electronics drive.
- Joseph Klejka-** Thank you
- Naim Shabani-** Thank you for your time you put into the committee.

XI. ADJOURNMENT:

MOVED BY:	Jennifer Dobson	Motion to adjourn.
SECONDED BY:	Niam Shabani	
VOTE ON MOTION	Motion carried by unanimous vote	

With no further business, meeting adjourned at 7:01 pm

APPROVED THIS _____ DAY OF _____, 2017.

 Pauline R. Boratko
 Recorder of Minutes

 Joseph Klejka
 Chair

City of Bethel, Alaska

Public Works Committee Minutes

July 19, 2017

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

Due to the lack of quorum there was no regular meeting held on July 19, 2017

II. ROLL CALL:

The following were present: Robert Champagne, Scott Guinn, and Niem Shabani

Excused absence(s): Joseph Klejka and Jennifer Dobson

Also Present:

Committee Recorder, Pauline Boratko

Meeting adjourned at 6:45 pm due to lack of quorum.

APPROVED THIS _____ DAY OF _____, 2017.

Pauline R. Boratko
Recorder of Minutes

Robert Champagne
Member

City of Bethel, Alaska

Public Works Committee Minutes

August 16, 2017

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

Due to the lack of quorum there was no regular meeting held on August 16, 2017

II. ROLL CALL:

The following were present: Joseph Klejka, Jennifer Dobson, and Scott Guinn

Excused absence(s): Robert Champagne

Unexcused absent: Mike Shantz

Also Present:

Committee Recorder, Pauline Boratko

Meeting adjourned at 6:45 pm due to lack of quorum.

APPROVED THIS _____ DAY OF _____, 2017.

Betsy Jumper
Recorder of Minutes

Joseph Klejka
Chair

MEMORANDUM

DATE: 09.01.2017
TO: Peter Williams, City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report –

Programs/Divisions

Public Works Director:

Hauled Utilities: For August 2017, The city has received overweight permits from the Ak d.o.t., till late November. This will make it possible to run the water and sewer trucks to their capacity at least for the time being.

The crew has been working overtime, till the permits were granted due to running the trucks 2/3 full, to get the routes done.

The water crew has hauled nearly 2.75 million gallons of water, with an average of 37 stops per driver per day. The sewer crew has similar numbers.

Utility Maintenance:

Property Maintenance:

Parks and Recreation:

Road Maintenance:

Streets and Roads built up 5th Ave. between Willow Street and Main Street by hauling in road sand to lift the road before capping it off with D1 gravel. In addition, we replaced the four culverts on 5th avenue, so that it will drain water during the spring thaw. This was the gravel grant that ONC gave the city to use on 5th avenue to improve that road. Is, was, use on 5th avenue, being this was the worst roads in Bethel during the spring thaw.

Streets and Roads did change a culvert in Kasayuli Subdivision due to the culvert clapping, and also built the road up there due the road was sinking there. We haul in road sand and caped it off with D1 gravel, in order to help to stable the road there.

Streets and Roads is now hauling in road salt sand for our two-road sander that we used on the roads when it is slippery this winter. Being there is no blow sand left in the sand pile on the north side of the shop, we need to start hauling it now so it will dry out now before freezes up. Off this, we will need to mixes 300 dump truck

loads of salt sand to use this winter sanding roads.

Streets and Roads is now done with building a pad for the vans the will come in the barge and a staging area for the sewer dredging crew. This is between pipe water and sewer shop, and recycling builder, this will give the crew a place to start, from.

Vehicles and Equipment:

This month for the most part has mirrored last month and the month before. The crew has been doing a good job at pacing with the hustle while also maintaining a clean shop.

Bill and I went to Seattle for four days to take a look at some new product that hopefully in the near more than likely the distant future will replace our well used well beaten worn out sterling fleet, also we checked out our newly purchased Mack water and vac trucks.

Transit System:

In August, we averaged 90 rides per day. The summer activities; travel, subsistence, vacations, and the weather (wind and rain) played a major role in this. The ridership was up from last year, 7.5%. We continue to provide the best service we can. We know that dependability and reliability of service plays a key role in maintaining our ridership. Passengers are not willing to wait at the bus stop 5-10 minutes, in the rain/bugs and wind, for the bus that is late or never show up. With our new Bus Stop Shelters, I hope the ridership will continue to pick up during the bad weather times.

Housing our buses in the Transit Bus Barn has helped us maintain our buses. In the past, it gave us the opportunity to do some of the minor maintenance ourselves. We had purchase a bumper lift jack, 10 tons, and we were able to change our own tires, flats and summer to winter tires, and changing the oil/oil filters. I hope that we will be able to continue doing this. Other major repairs would still need to be done by the City Shop.

Bethel Transit System goal for the FY 2018 will be to show a 20-25 percent increase in ridership / revenue. I think we can do this by providing better and more dependable / reliable service for our passengers.

Landfill / Recycle Center:

The Landfill will have an inspection on the 12th of September so we have been getting ready for that by covering a lot of trash. Thanks to the port and the road crew we have made that happen. It's amazing what can be accomplished with a

bunch of people working together. It is nice that when something needs to be done other departments pitch in and help carry the load.

Staffing Issues/Concerns/Training:

City of Bethel, Alaska Planning Commission

Sept. 14, 2017

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Planning Commission was held on Sept. 14, 2017 at 6:30 pm in the City of Bethel Council Chambers room, in Bethel, Alaska. Chair Hanson called the meeting to order at 6:30 PM.

II. ROLL CALL

Compromising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, John Guinn, Jon Cochrane, Alex Wasierski, and Shad Rabi. Also present was Ex-Officio City Planner and Recorder Betsy Jumper.

III. PEOPLE TO BE HEARD: *Nobody wished to be heard.*

IV. APPROVAL OF THE AGENDA

MOTION TO APPROVE THE AGENDA OF SEPTEMBER 14, 2017

MOVED:	John Guinn	To approve the agenda.
SECONDED:	Jon Cochrane	
VOTE ON MOTION	All in favor 5 for and 0 opposed.	

V. APPROVAL OF THE MINUTES

MOTION TO APPROVE THE MINUTES OF THE AUGUST 10th REGULAR MEETING

MOVED:	Jon Cochrane	To approve the minutes.
SECONDED:	John Guinn	
VOTE ON MOTION	All in favor 5 yes and 0 opposed.	

VI. NEW BUSINESS: None.

VII. PLANNER'S REPORT: Betsy went over the August Planner's report.

VIII. COMMISSIONER'S COMMENTS: No Commissioner had any comments.

VIII. ADJOURNMENT

MOVED:	Jon Cochrane	Motion to adjourn the meeting at 6:45 pm.
SECONDED:	Shadi Rabi	
VOTE ON MOTION	5 yes and 0 opposed.	

The next meeting will be on October 12, 2017

ATTEST: _____, Kathy Hanson, Chairperson
 _____, Betsy Jumper, Recorder

=====

Special Order of Business

Staffing

Operational Staff:

- Front Desk: Need Daytime staff
- Facility Attendant: Need daytime staff
- Lifeguards: Looking for 2-3 certified lifeguards able to work daytime and weekend hours.
 - **Free Lifeguard training will be offered Sundays, October 1st – 29th 2pm-8pm.**

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

- Swim Instructors
 - **FREE Swim Instructor Training Sundays, November 5th – Dec 3rd, 1pm-8pm**
- Fitness Instructors and Certified Personal Trainers
- Instructors for any activity, craft or music patrons might be interested in learning.

Anyone interested in working with us can call 543-0390 or visit ykfitness.org for information.

Programming

Fitness and Aquatic Classes: Fall 1 classes began September 5th.

Rentals: August rentals included 2 parties and 4 hours of studio rental.

Facility Maintenance

Water Usage for August was within normal range.

Warranty Maintenance: The City Manager and Facilities Department have been actively working with the architect and builders to determine the cause of the leaks that we experience in the facility and to develop plans for corrections. Bethel Contracting began roofing and window work in early September.

Routine Maintenance:

- Pool
 - Clean hair strainers and backwash
 - Cleaned chlorine feeder
- Spa
 - Cleaned UV strainer
 - Cleaned and tightened chlorine feeder tubes

Corrective Maintenance:

- Pool Vacuum - Repair fuse housing,
- Fitness –
 - put together 2 additional cycles for use in Cycling class
 - adjusted treadmill level to clear incline error
- Pool Covers –
 - #6 - replaced broken straps on cover and re-aligned,
 - #3 - replaced frayed strap on cover,
 - #2 adjusted cable

- Locker Rooms
 - Women's Locker Room – rebuilt motor on suit extractor, replaced wiring for brake
 - Men's Bathroom – replace cover on urinal flusher
 - Family Locker room – suit extractor out of order, replacement parts ordered
- Boilers – replaced fuse on Boiler #1

Maintenance needed:

- Airlocks – we are finding that both the pool and spa regularly develop airlocks when being backwashed. While the airlocks are easy to release, we are trying to determine why they are occurring to avoid them.
- Boiler #2 needs replacement of relief valve. Working with City Maintenance to schedule and complete replacement.

Previously reported maintenance still pending:

- Overhead fans in pool area need maintenance. Working with City Facilities Department to develop a plan for safe access to trouble shoot the fans.
- Solenoid controlling the relay locking mechanism for the Family Locker room door has malfunctioned. The part was special made for that relay assembly, we are working with the company attempting to get a replacement part.
- While moving cardio machines we found that the treadmills are wearing groves into the linoleum in some places and causing the linoleum to bubble in others. Need to look into alternative flooring options for under these pieces.
- Experiencing leaking from shower handles, need to replace gaskets and seals. Update: review of the shower system is underway to determine if a different shower handle assembly would be in the best interest of the facility in the long run. Working with City Staff to gather information.
- Experiencing difficulties with BIAMP Interface modules for playing music in the cardio/weight room and studio. We are reviewing system to determine whether they can be fixed or will need to be replaced.

FY18 Revenue

Code	Facility Revenue	Jul-17	Aug-17	Total	FY18 Budget	%attained
414	Memberships	\$94,430	\$9,948	\$104,378	\$372,000	28.06%
430	Pro Shop	\$3,283	\$3,246	\$6,529	\$39,675	16.46%
435	Concessions	\$4,078	\$4,685	\$8,764	\$49,200	17.81%
460	Entry Fees	\$6,162	\$7,629	\$13,791	\$78,480	17.57%
463	Facility Rental	\$661	\$801	\$1,463	\$12,750	11.47%
465	Program Fees	\$2,741	\$3,046	\$5,787	\$90,500	6.39%
	Facility Revenue Total	\$111,356	\$29,355	\$140,711	\$642,605	21.90%

- July Membership Revenue includes payment for LKSD FY18 Contract.

FY18 Expenses

	Expenses	Jul-17	Aug-17	Total	Budgeted	% used
	Full Time Wages	\$10,000	\$10,110	\$20,110	\$233,050	8.63%
	Part Time Wages	\$17,300	\$18,171	\$35,471	\$331,500	10.70%
	Benefits	\$5,527	\$5,957	\$11,484	\$117,310	9.79%
521	Housing	\$3,000	\$3,000	\$6,000	\$37,080	16.18%
545	Travel/Training	\$0	\$0	\$0	\$5,731	0.00%
561	Supplies	\$2,520	\$6,925	\$9,445	\$95,696	9.87%
580	Boiler	\$0	\$0	\$0	\$5,250	0.00%
646	Contractors	\$11,667	\$11,667	\$23,334	\$144,200	16.18%
661	Vehicle Maintenance/Repair	\$0	\$0	\$0	\$750	0.00%
663	Janitorial Supplies/Services	\$219	\$49	\$268	\$20,400	1.32%
668	Software Licenses	\$405	\$0	\$405	\$6,869	5.90%
683	Minor Equipment	\$0	\$0	\$0	\$10,500	0.00%
684	Donations and Awards	\$90	\$0	\$90	\$500	18.00%
721	Insurance	\$1,225	\$1,225	\$2,450	\$15,515	15.79%
724	Dues/Subscriptions	\$169	\$169	\$339	\$1,965	17.23%
727	Advertising	\$203	\$168	\$372	\$10,000	3.72%
733	Postage	\$0	\$0	\$0	\$500	0.00%
736	Bank Charges	\$0	\$0	\$0	\$14,060	0.00%
790	Allowance for Special Events	\$0	\$0	\$0	\$800	0.00%
799	Miscellaneous	\$0	\$0	\$0	\$5,058	0.00%
	TOTAL	\$52,327	\$57,441	\$109,768	\$374,875	29.28%

Facility Utilization

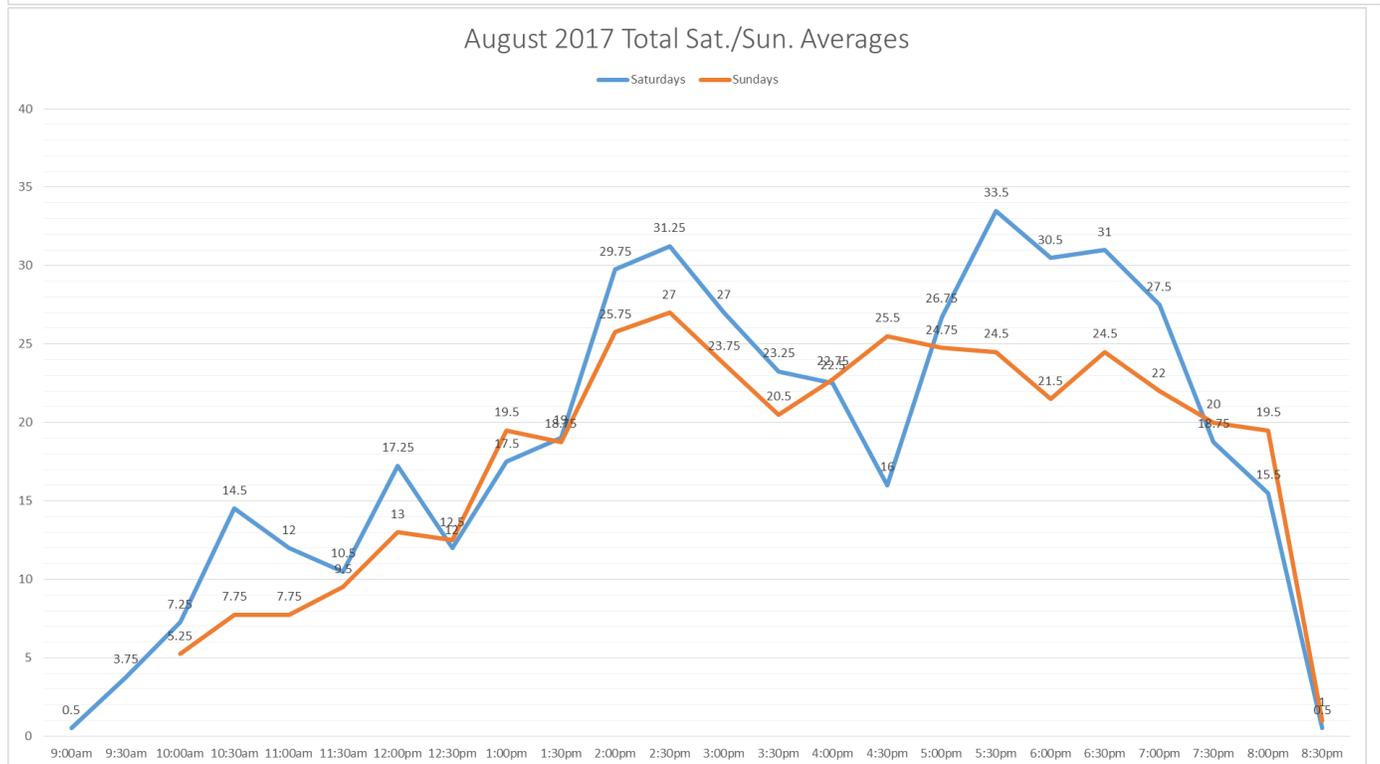
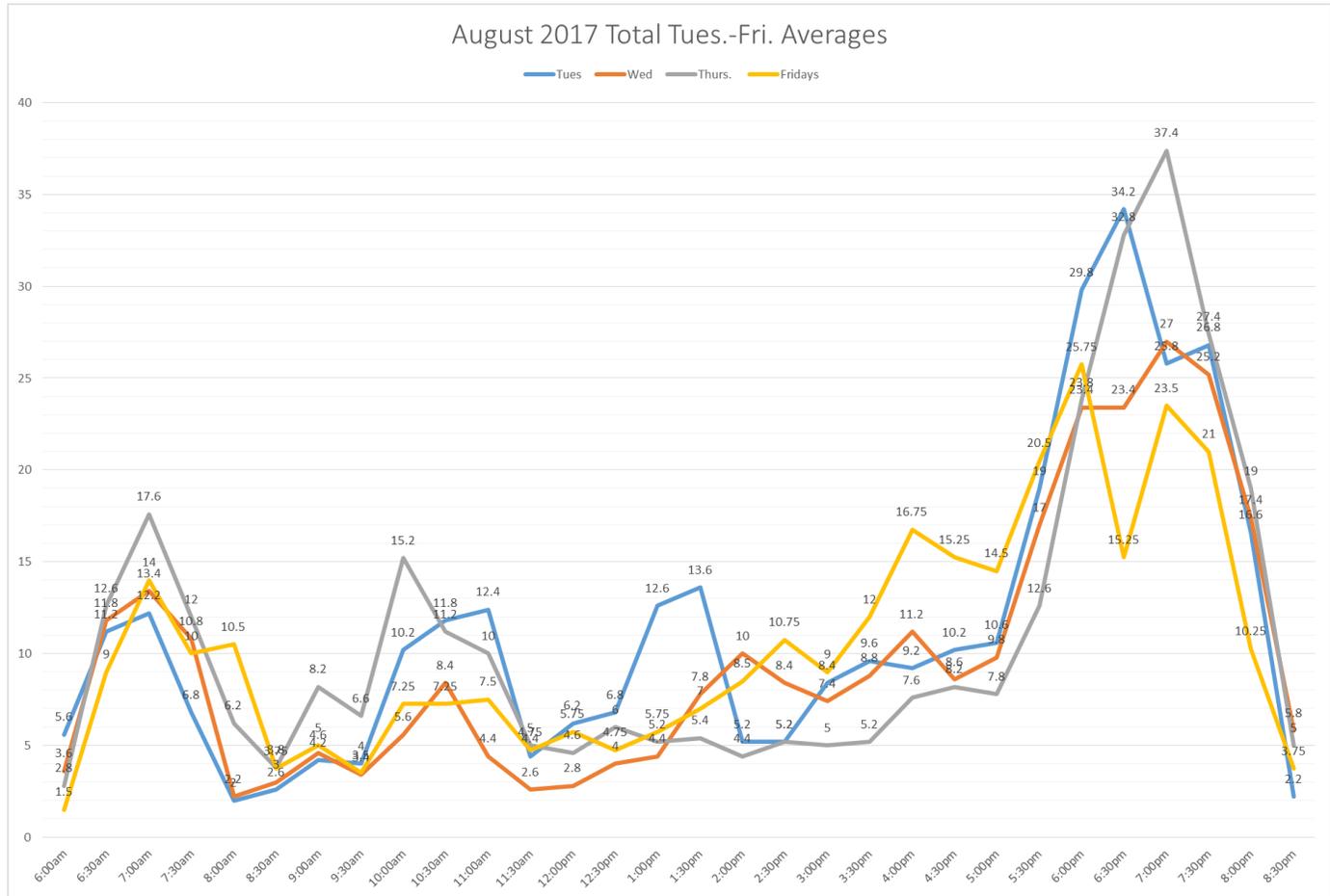
Facility Check-In: Facility Check-In numbers represent the total number of patrons who visited the facility and are based on a compilation of the number of members who checked-in, the number of daily passes sold and the number of participants in programs, activities, rentals and special events. These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

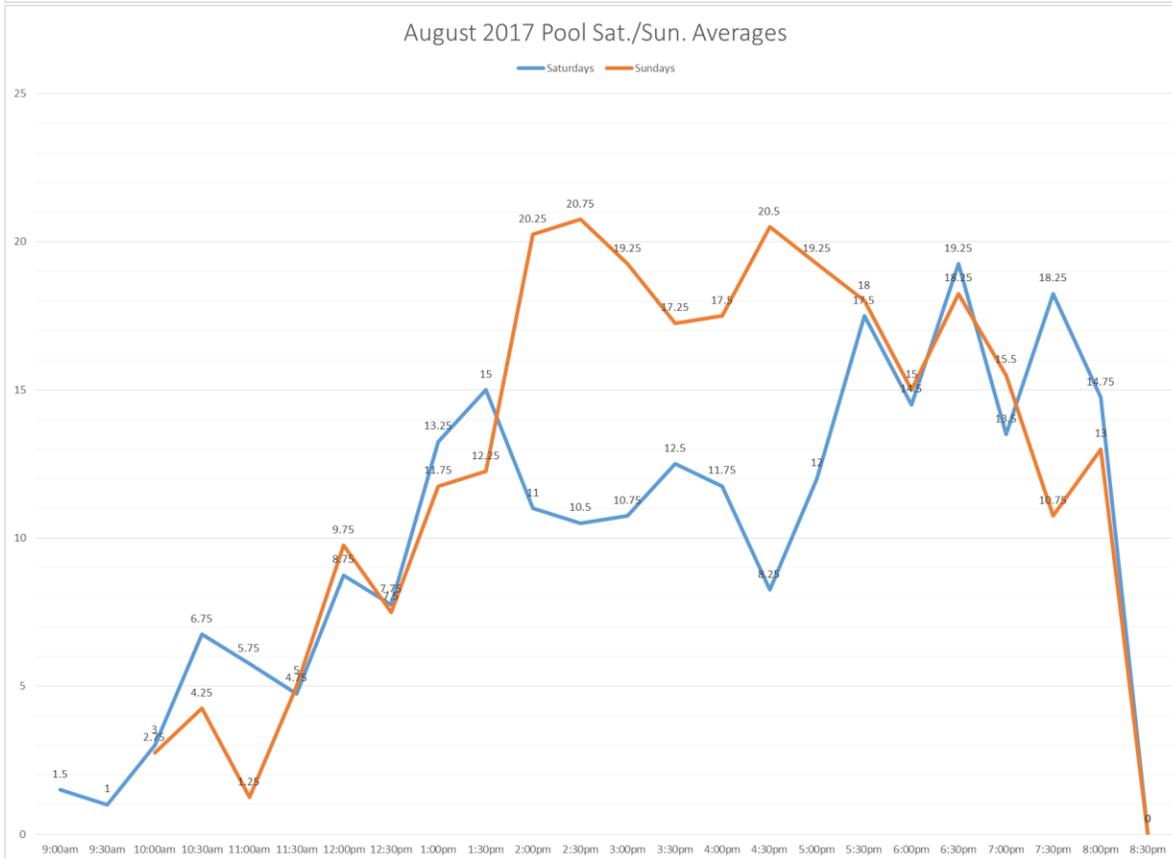
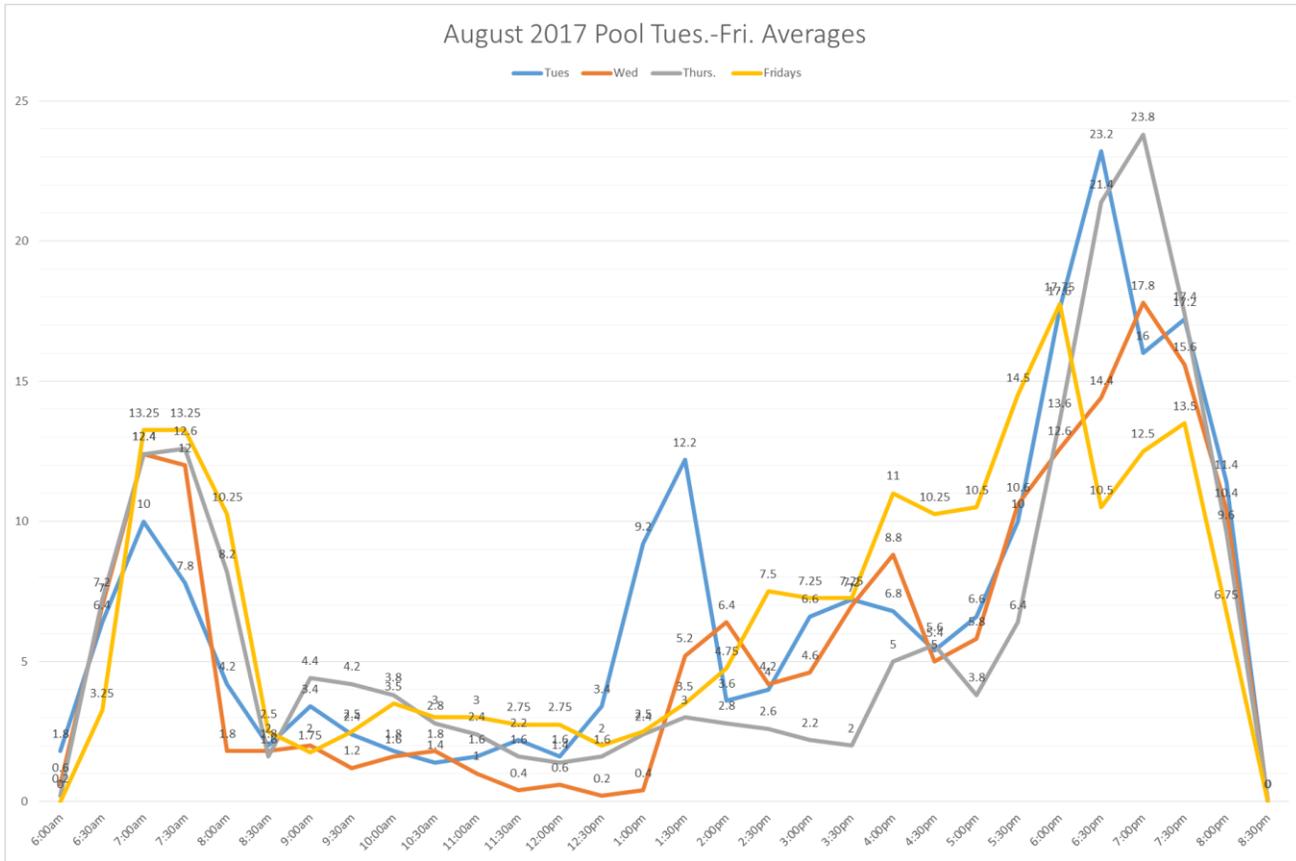
Facility Check-In	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Total
Member Checkins	1,983	2,347											4,330
Daily Admissions	1,258	1,432											2,690
Rentals	25	62											87
Events	0	0											0
Fitness Programming	48	68											116
Aquatics Programming	20	30											50
Youth Programs	14	34											48
Monthly Totals	3,334	3,939	0	0	0	0	0	0	0	0	0	0	7,321

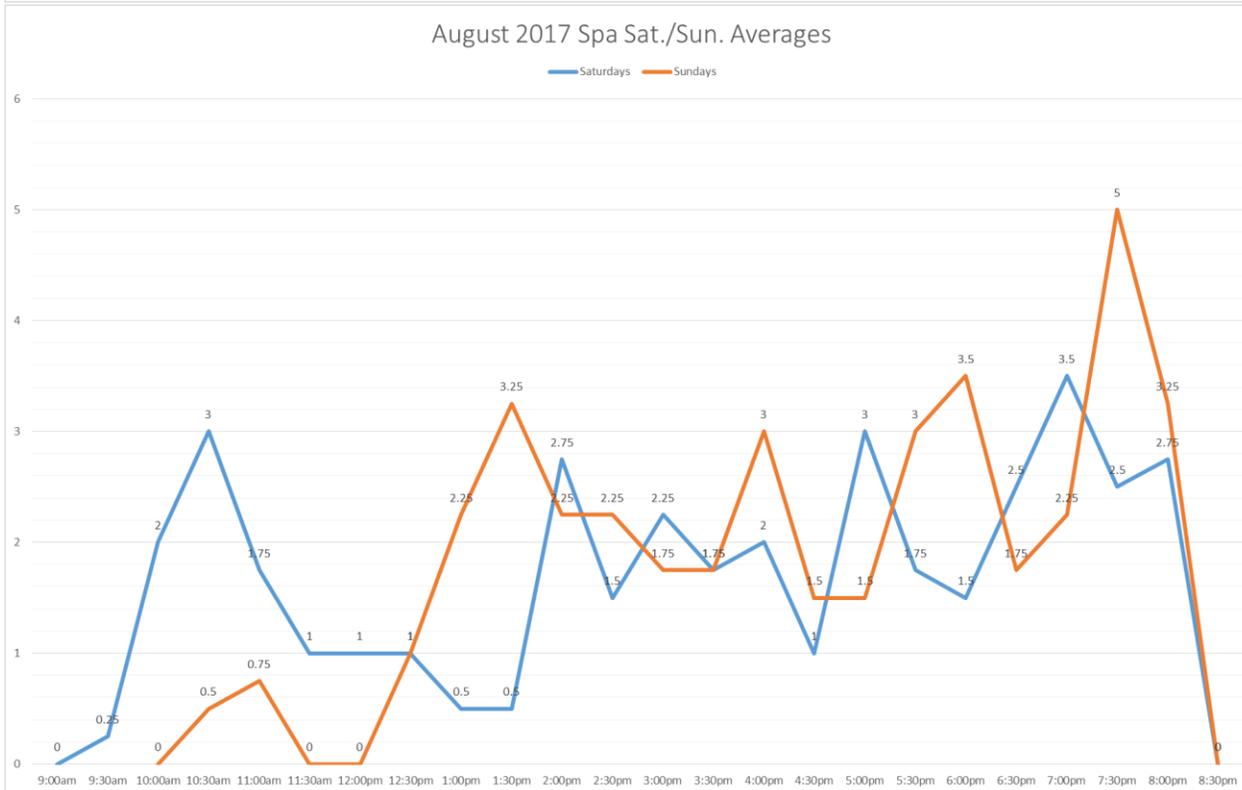
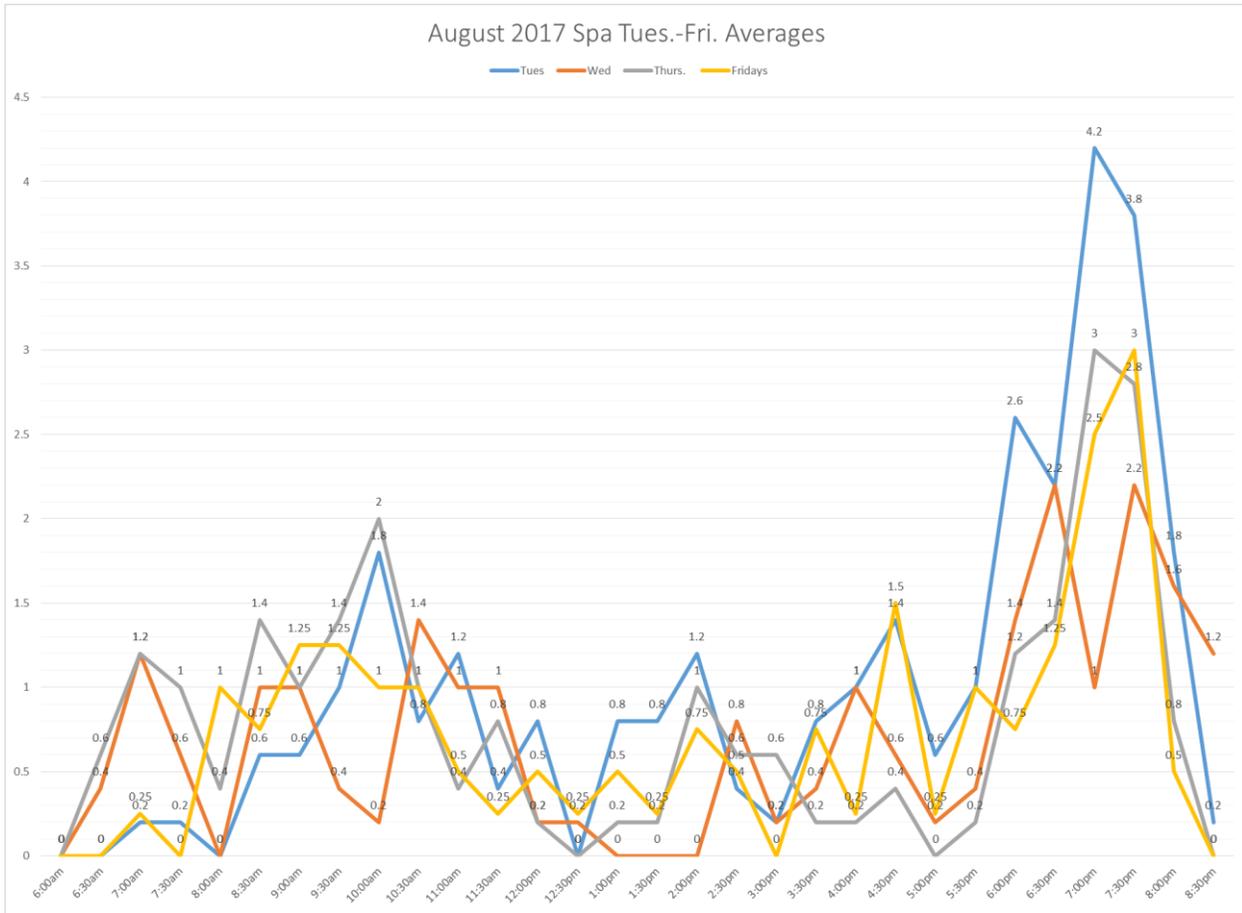
Facility Check-In	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
Member Checkins	1,830	2,134	2,227	2,333	2,047	2,064	2,015	2,578	2,654	3,457	3,046	2,164	28,549
Daily Admissions	1,189	1,095	833	827	979	873	910	1,222	1,751	1,378	1,544	1,204	13,805
Rentals	25	105	186	150	162	130	87	125	135	146	134	91	1,476
Events	0	30	0	100	0	55	0	68	62	0	0	0	315
Fitness Programming	64	12	75	101	123	96	112	150	101	240	103	64	1,241
Aquatics Programming	0	220	258	309	283	160	231	322	303	270	133	61	2,550
Youth Programs									33	0	50	60	143
Monthly Totals	3,108	3,596	3,579	3,820	3,594	3,378	3,355	4,465	5,006	5,491	4,960	3,584	48,079

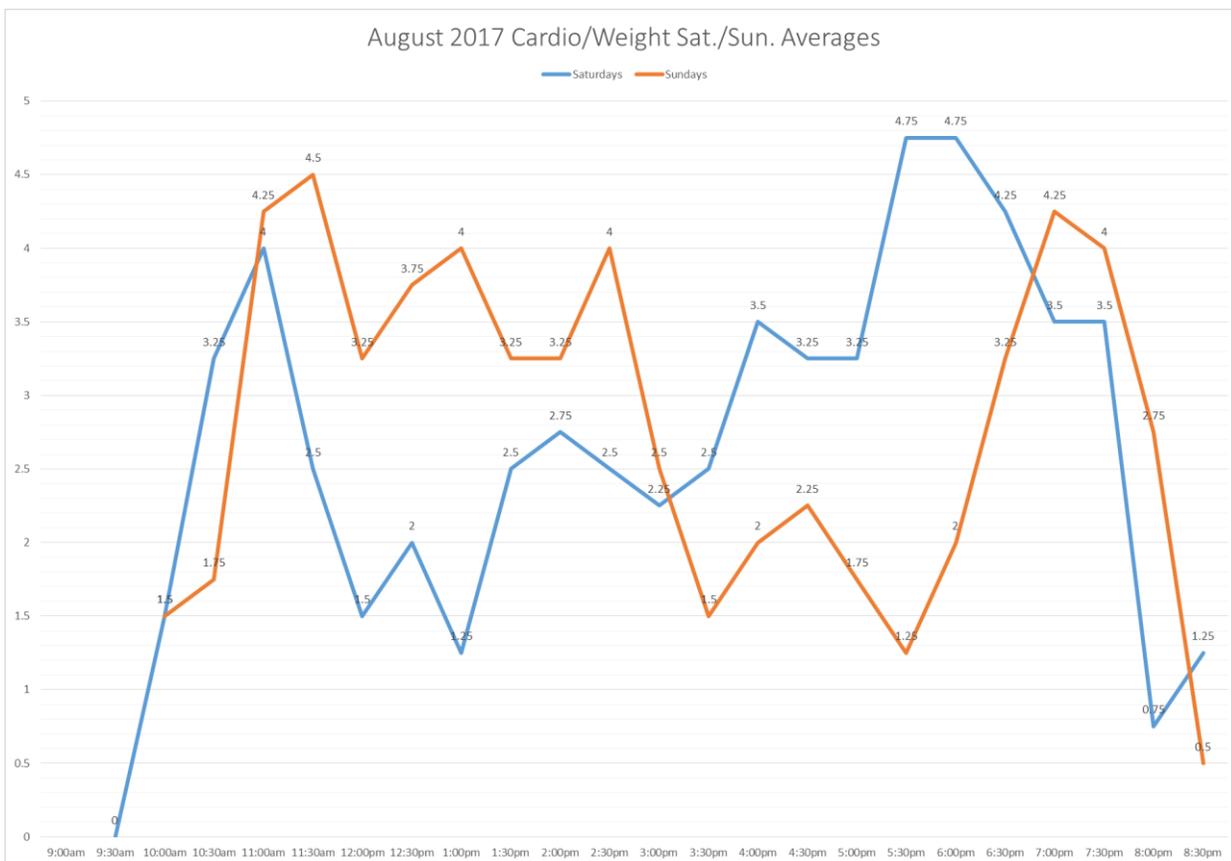
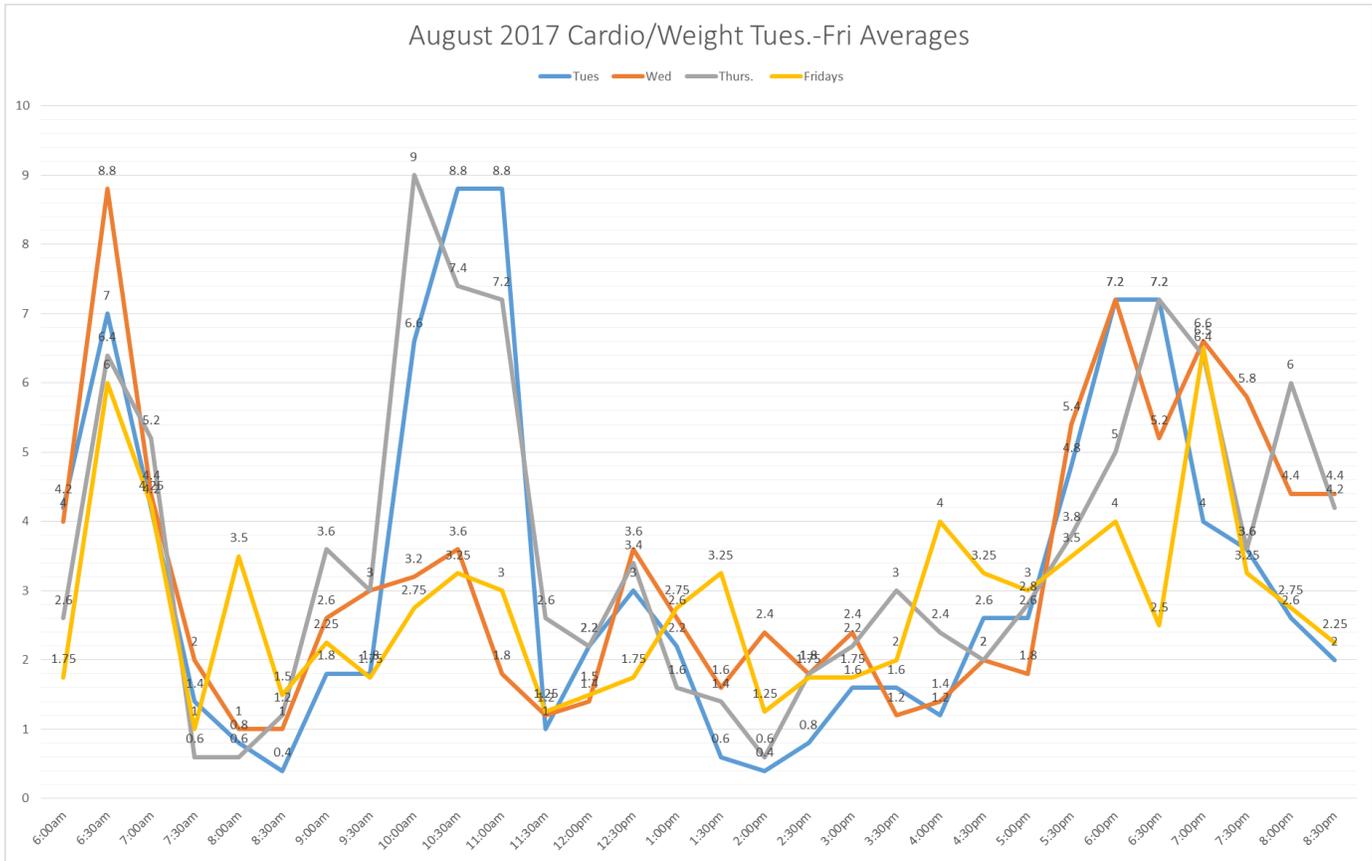
Area Usage: Count of the number of individuals in each area at the top and bottom of each hour. Showing trends and patterns of area usage, these numbers are not an accurate reporting of the overall number of patrons using the facility as patrons who remain in any area for more than 30 minutes are counted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

Combined Facility Totals

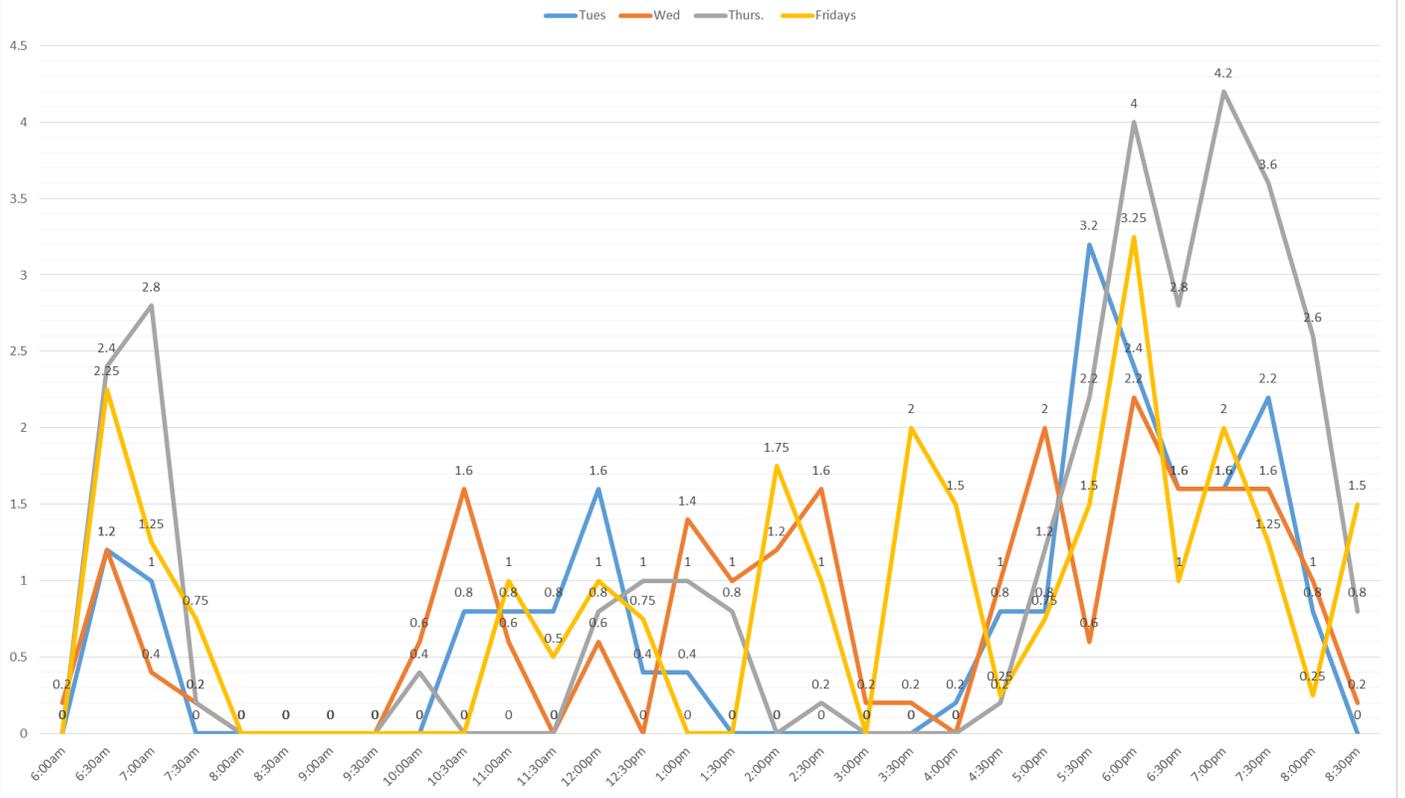




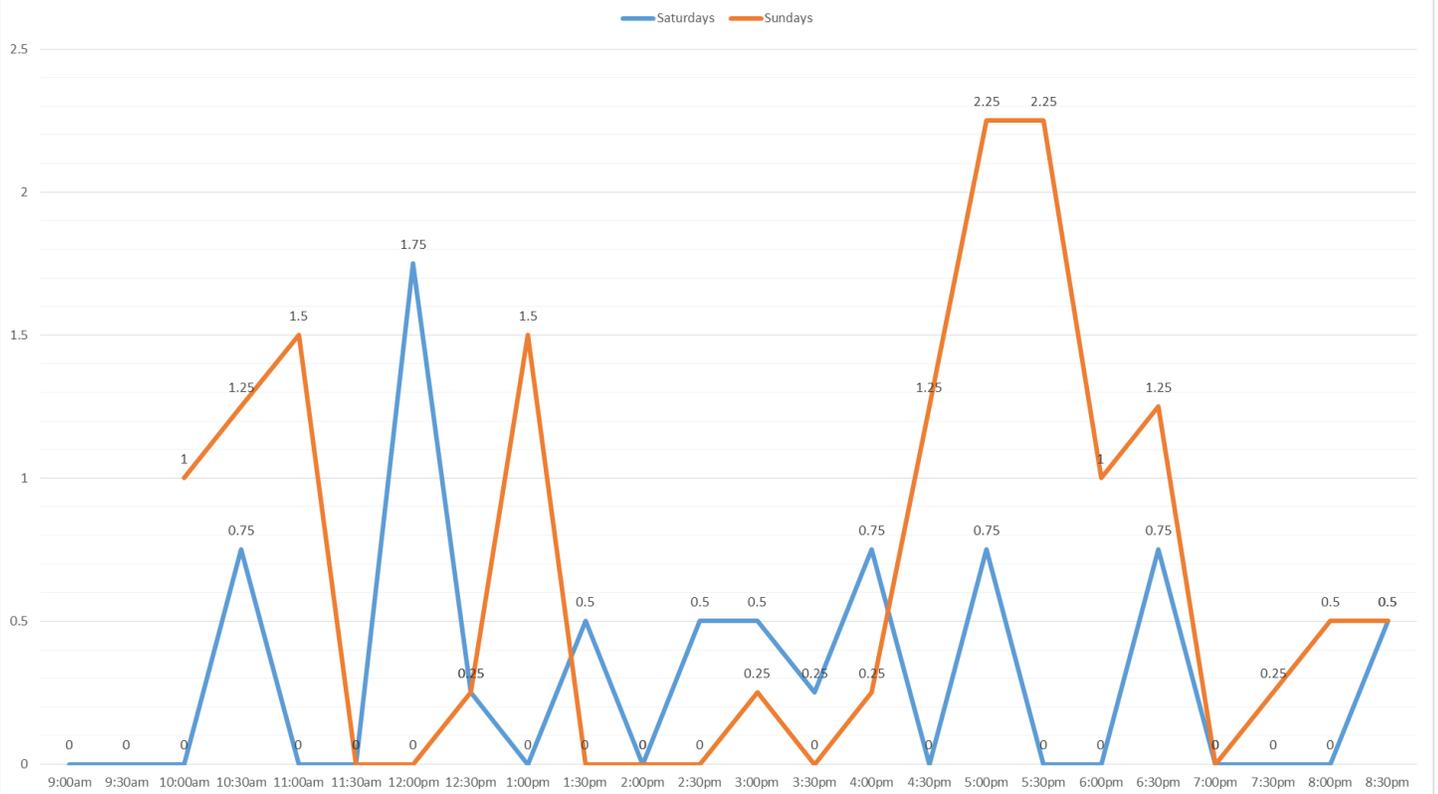




August 2017 Studio-Tues.-Friday Averages



August 2017 Studio Sat. Sun. Averages



Concessions Monthly Comprisons FY17 and FY18

Concessions Item Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	800	1,042	1,055	1,245	1,188	1,079	1,250	1,379	1,552	1,361	1,364	1,456	14,771
FY18	1,467	1,698											3,165
Value Change	667	656											-11,606

Concessions Sales Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	\$2,384.89	\$3,157.11	\$3,092.41	\$3,769.41	\$3,426.47	\$3,185.55	\$3,648.41	\$4,247.30	\$4,669.61	\$4,009.62	\$3,958.30	\$4,024.27	\$43,573.35
FY18	\$3,954.28	\$4,650.93											\$8,605.21
Value Change	\$1,569.39	\$1,493.82											-\$34,968.14

Pro Shop Monthly Comprisons FY17 and FY18

Pro Shop Item Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	297	259	215	330	262	253	205	260	322	294	308	321	3,326
FY18	322	284											606
Value Change	25	25											-2,720

Pro Shop Sales Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	\$3,913.00	\$2,850.50	\$2,092.54	\$3,365.62	\$2,231.18	\$2,490.62	\$2,239.62	\$2,777.95	\$4,032.94	\$3,483.89	\$3,253.72	\$3,382.17	\$36,113.75
FY18	\$3,289.74	\$3,247.54											\$6,537.28
Value Change	-\$623.26	\$397.04											-\$29,576.47

In comparing July 2016 and July 2017 we sold more pro shop items, but had a lower total revenue. This is due to the lowering of prices on some items such as goggles and swim wear in an effort to make essential items more affordable for patrons. Most of the price changes occurred during August of 2016 and August comparisons show a more representative revenue change between years.

Concessions	Number of Sales by Item												Annual Total	Value of Sales per Item												Annual Total
	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18		Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	
Apple Sauce	6	1											7	\$9.90	\$1.65										\$11.55	
Big Pickle	0												0	\$0.00											\$0.00	
Bottle Water	101	73											174	\$189.22	\$139.86										\$329.08	
Burger/Rib Sandwich	23	24											47	\$0.00	\$140.99										\$140.99	
Breakfast Sandwich	6	7											13	\$31.36	\$22.40										\$53.76	
Burrito	5	11											16	\$16.70	\$33.00										\$49.70	
canned juice 11-13oz													0	\$0.00											\$0.00	
Candy	36	48											84	\$80.52	\$118.00										\$198.52	
Chicken Nuggets	10												10	\$36.51											\$36.51	
Chips	80	84											164	\$184.35	\$187.17										\$371.52	
Corn Dog	34	50											84	\$90.67	\$101.01										\$191.68	
CLIFF Bar	15	16											31	\$35.40	\$37.76										\$73.16	
Cookies	20	5											25	\$42.48	\$11.80										\$54.28	
Crackers	8	12											20	\$11.38	\$16.92										\$28.30	
Cup of Noodles	13	11											24	\$33.46	\$25.96										\$59.42	
Cupcakes-2 pack	6	3											9	\$16.98	\$8.49										\$25.47	
Extra Cheese	13	15											28	\$9.23	\$10.65										\$19.88	
Emergen-C	49	30											79	\$35.58	\$19.17										\$54.75	
Fruit Snacks													0	\$0.00											\$0.00	
fruit strip	16	8											24	\$14.10	\$8.46										\$22.56	
Gatorade	107	189											296	\$404.80	\$693.68										\$1,098.48	
Granola Bars	47	44											91	\$66.31	\$60.63										\$126.94	
Halloween Candy													0	\$0.00											\$0.00	
Hot Dogs	20	10											30	\$79.18	\$33.93										\$113.11	
Hot Pocket	14	8											22	\$49.30	\$28.16										\$77.46	
Hot Wings	13	14											27	\$45.26	\$49.01										\$94.27	
Jalapeno Poppers	15	15											30	\$47.23	\$18.66										\$65.89	
Jalapenos	4	1											5	\$2.84	\$0.71										\$3.55	
Large Coffee	29	25											54	\$54.81	\$47.25										\$102.06	
Large Hot Chocolate-2 packets	2	10											12	\$3.78	\$18.90										\$22.68	
Large Juice	13	32											45	\$49.01	\$113.10										\$162.11	
Mac&Cheese	0												0	\$0.00											\$0.00	
mini juice	37	84											121	\$42.97	\$79.20										\$122.17	
Muffin	28	25											53	\$71.09	\$50.94										\$122.03	
Nachos	107	123											230	\$466.21	\$456.17										\$922.38	
Nutella &Go pack	0												0	\$0.00											\$0.00	
Oatmeal	16	12											28	\$21.15	\$15.51										\$36.66	
Pancake/Sausage stick	0												0	\$0.00											\$0.00	
Peanut butter crackers	0												0	\$0.00											\$0.00	
Pizza	37	24											61	\$193.27	\$119.37										\$312.64	
Popcorn	0												0	\$0.00											\$0.00	
Propel Water	40	39											79	\$103.62	\$98.42										\$202.04	
Pudding Cup	4	8											12	\$6.60	\$13.20										\$19.80	
salsa	4	2											6	\$2.35	\$0.47										\$2.82	
Razz Tea	0												0	\$0.00											\$0.00	
Salted Peanuts	0												0	\$0.00											\$0.00	
SanPellegrino	0												0	\$0.00											\$0.00	
Small Coffee	26	41											67	\$30.68	\$48.38										\$79.06	
small gatorade	29	30											59	\$72.09	\$72.09										\$144.18	
Small Hot Chocolate-1 packet	13	10											23	\$15.55	\$11.80										\$27.35	
Small Juice	85	134											219	\$201.02	\$295.00										\$496.02	
Soft Pretzels	210	307											517	\$797.38	\$1,138.54										\$1,935.92	
String Cheese	11	8											19	\$12.98	\$9.44										\$22.42	
Taquito	28	12											40	\$35.75	\$11.28										\$47.03	
Trail Mix	37	23											60	\$70.14	\$43.47										\$113.61	
Vitamin Water	45	63											108	\$158.35	\$222.43										\$380.78	
V8 Juice	4	6											10	\$10.36	\$15.54										\$25.90	
Ice Cream Bars	0												0	\$0.00											\$0.00	
Yogurt	1	1											2	\$2.36	\$2.36										\$4.72	
Total	1467	1698	0	3165	\$3,954.28	\$4,650.93	\$0.00	\$8,605.21																		

Pro-Shop	Number of Sales by Item												Annual Total	Value of Sales per Item												Annual Total
	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18		Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	
Adult Goggles	49	45											94	\$555.36	\$509.40										\$1,064.76	
Adult Silicon Swim Cap	5												5	\$47.15											\$47.15	
Anti fog spray	1												1	\$5.66											\$5.66	
Animal Kids Goggles													0	\$0.00											\$0.00	
Arm Floats	2	3											5	\$9.44	\$14.16										\$23.60	
Arm band electronics													0	\$0.00											\$0.00	
Beach Balls	4	5											9	\$7.56	\$9.45										\$17.01	
Beach Towel	6	7											13	\$57.15	\$66.01										\$123.16	
Boys Swim Trunks	13	12											25	\$245.31	\$226.44										\$471.75	
Combo Set Ear/Nose Plus	8	3											11	\$38.04	\$14.16										\$52.20	
Camelbak eddy Water Bottle													0	\$0.00											\$0.00	
Critter Silicon Swim Cap													0	\$0.00											\$0.00	
Dive Rings, Sticks or Discs	9	9											18	\$42.76	\$42.48										\$85.24	
Diving Sticks													0	\$0.00											\$0.00	
Ear plugs	3	6											9	\$8.49	\$16.98										\$25.47	
Flip Flops	7	5											12	\$26.39	\$18.85										\$45.24	
Fun Kids Kickboards													0	\$0.00											\$0.00	
Girls One Piece Suit	15	15											30	\$283.05	\$283.05										\$566.10	
H2O Dumbbells													0	\$0.00											\$0.00	
Hand Paddles		1											1	\$0.00	\$7.55										\$7.55	
Head Phones		1											1	\$0.00	\$2.83										\$2.83	
Junior Goggles	46	44											90	\$436.06	\$414.92										\$850.98	
Lip Balm	1												1	\$1.89											\$1.89	
Lock	12	23											35	\$56.64	\$108.56										\$165.20	
Men's Swim Trunks	11	17											28	\$235.89	\$401.03										\$636.92	
Mesh Bag	1												1	\$9.43											\$9.43	
Noodles	9	6											15	\$23.59	\$28.32										\$51.91	
Nose Plugs	17	15											32	\$48.28	\$42.45										\$90.73	
Regular Kickboards	1	1											2	\$9.43	\$9.43										\$18.86	
Retro Women Suit													0	\$0.00											\$0.00	
Shammy Towel		1											1	\$0.00	\$4.72										\$4.72	
Small White Towel	4	3											7	\$18.87	\$14.16										\$33.03	
Summer Solutions 3 for 30													0	\$0.00											\$0.00	
Swim Diapers	21	20											41	\$39.79	\$37.80										\$77.59	
Water Squirts													0	\$0.00											\$0.00	
Water Wings													0	\$0.00											\$0.00	
Water Bottle	4	1											5	\$37.72	\$9.43										\$47.15	
Water Cup	29	5											34	\$6.97	\$1.20										\$8.17	
Women's Solid Color One Piece Suit	19	21											40	\$629.36	\$693.42										\$1,322.78	
Women's Shorts/Leggings	4	7											11	\$90.56	\$135.84										\$226.40	
Work out gloves	4	1											5	\$37.72	\$0.00										\$37.72	
YKFC Tank Top													0	\$0.00											\$0.00	
YKFC Bag													0	\$0.00											\$0.00	
YKFC T-Shirt	4	1											5	\$94.34	\$23.59										\$117.93	
Shorty Swim Suit	3	2											5	\$129.90	\$84.90										\$214.80	
YKFC water bottle													0	\$0.00											\$0.00	
Character Towel													0	0											\$0.00	
Exercise Towel		1											1	0	9.43										\$9.43	
Penguin Tube	10	3											13	56.94	16.98										\$73.92	
																									\$0.00	
Total	322	284	0	606	\$3,289.74	\$3,247.54	\$0.00	\$6,537.28																		

Daily Patron Counts Total for Facility

Time	8/1/2017 Tuesday	8/2/2017 Wednesday	8/3/2017 Thursday	8/4/2017 Friday	8/5/2017 Saturday	8/6/2017 Sunday	8/8/2017 Tuesday	8/9/2017 Wednesday	8/10/2017 Thursday	8/11/2017 Friday	8/12/2017 Saturday	8/13/2017 Sunday	8/15/2017 Tuesday	8/16/2017 Wednesday	8/17/2017 Thursday	8/18/2017 Friday	8/19/2017 Saturday	8/20/2017 Sunday	8/22/2017 Tuesday	8/23/2017 Wednesday	8/24/2017 Thursday	8/25/2017 Friday	8/26/2017 Saturday	8/27/2017 Sunday	8/29/2017 Tuesday	8/30/2017 Wednesday	8/31/2017 Thursday	Time	
Total:																												Total:	
6:00am	3	5	2	0			0	0	0	0			8	3	2	5				7	6	7	1			10	4	3	6:00am
6:30am	9	14	12	7			0	0	0	0			18	15	10	15			16	15	20	14			13	15	21	6:30am	
7:00am	7	6	22	16			0	0	0	0			19	17	25	19			21	22	22	21			14	22	19	7:00am	
7:30am	1	6	15	10			0	0	0	0			12	15	16	12			19	20	13	18			2	13	16	7:30am	
8:00am	2	1	12	17			0	0	0	0			2	3	4	5			3	4	1	20			3	3	14	8:00am	
8:30am	4	3	4	1			0	0	0	0			3	2	5	6			4	6	8	8			2	4	2	8:30am	
9:00am	2	3	14	1	2		0	0	0	0	0		5	4	7	8	0		8	7	9	11	0		6	9	11	9:00am	
9:30am	8	0	11	5	2		0	0	0	0	0		6	6	8	3	1		4	4	4	6	12		2	7	10	9:30am	
10:00am	10	9	16	5	11	7	9	6	16	11	7	3	17	2	11	10	5	4	5	3	22	3	6	7	10	8	11	10:00am	
10:30am	8	12	26	9	7	9	19	5	5	11	25	5	17	4	5	6	16	8	1	5	10	3	10	9	14	16	10	10:30am	
11:00am	10	8	23	11	4	9	11	6	3	13	9	4	19	3	2	3	20	10	11	3	11	3	15	8	11	2	11	11:00am	
11:30am	6	4	5	7	4	3	10	4	4	11	7	10	5	2	11	1	13	8	0	1	2	0	18	17	1	2	3	11:30am	
12:00pm	13	6	5	11	9	5	10	3	8	8	24	7	8	3	2	2	18	15	0	2	3	2	18	25	0	0	5	12:00pm	
12:30pm	6	4	7	2	9	9	9	6	10	10	16	10	10	3	9	1	14	15	7	3	8	6	9	16	2	4	4	12:30pm	
1:00pm	14	3	6	5	12	22	12	8	7	12	20	15	15	3	3	1	17	18	4	4	6	5	21	23	18	4	4	1:00pm	
1:30pm	15	4	5	0	12	24	16	6	11	19	34	8	16	4	1	4	6	18	2	1	5	5	24	25	19	24	5	1:30pm	
2:00pm	5	9	6	9	11	28	12	11	4	22	21	15	8	3	4	0	26	28	0	1	3	3	61	32	1	26	5	2:00pm	
2:30pm	8	21	9	10	7	29	13	15	2	23	20	32	5	2	3	4	31	28	0	1	5	6	67	19	0	3	7	2:30pm	
3:00pm	6	18	10	7	5	15	18	11	3	19	20	33	10	2	4	3	33	22	8	2	6	7	50	25	0	4	2	3:00pm	
3:30pm	14	17	16	9	11	17	24	19	4	23	29	17	8	2	1	10	23	19	0	4	3	6	30	29	2	2	2	3:30pm	
4:00pm	14	15	15	14	10	31	16	26	11	30	34	11	10	11	1	13	23	16	6	2	4	10	23	33	0	2	7	4:00pm	
4:30pm	12	15	7	10	12	39	20	16	19	25	11	12	4	9	3	14	19	9	10	2	3	12	22	42	5	1	9	4:30pm	
5:00pm	7	17	11	15	26	36	27	13	4	23	18	9	10	4	5	8	20	18	1	7	7	12	43	36	8	8	12	5:00pm	
5:30pm	6	20	13	20	39	27	29	16	11	45	20	12	25	7	12	11	16	23	24	24	4	6	59	36	11	18	23	5:30pm	
6:00pm	22	24	32	28	33	28	39	31	18	48	16	17	31	9	24	17	14	26	46	37	18	10	59	15	11	16	27	6:00pm	
6:30pm	33	28	41	20	38	30	30	36	29	19	21	21	28	9	30	12	19	25	58	21	37	10	46	22	22	23	27	6:30pm	
7:00pm	38	28	36	18	25	18	24	29	33	28	28	18	34	16	33	31	27	24	29	31	47	17	30	28	4	31	38	7:00pm	
7:30pm	29	35	17	15	18	23	26	34	36	25	24	8	26	16	12	22	26	14	31	19	39	22	7	35	22	22	33	7:30pm	
8:00pm	26	32	13	14	15	15	1	17	18	4	31	13	26	12	7	14	16	19	14	8	28	9	0	31	16	18	29	8:00pm	
8:30pm	10	4	0	8	0	0	1	8	5	7	2	4	0	0	5	0	0	0	0	7	9	0	0	0	0	10	6	8:30pm	
Total:	348	371	411	304	322	424	455	423	344	517	440	284	405	191	257	260	403	367	339	272	364	256	630	513	229	321	376	Total:	

August 2017 Monthly Facility Averages

Total	Tues	Wed	Thurs.	Fridays	Total	Saturdays	Sundays
6:00am	5.6	3.6	2.8	1.5	6:00am		
6:30am	11.2	11.8	12.6	9	6:30am		
7:00am	12.2	13.4	17.6	14	7:00am		
7:30am	6.8	10.8	12	10	7:30am		
8:00am	2	2.2	6.2	10.5	8:00am		
8:30am	2.6	3	3.8	3.75	8:30am		
9:00am	4.2	4.6	8.2	5	9:00am	0.5	
9:30am	4	3.4	6.6	3.5	9:30am	3.75	
10:00am	10.2	5.6	15.2	7.25	10:00am	7.25	5.25
10:30am	11.8	8.4	11.2	7.25	10:30am	14.5	7.75
11:00am	12.4	4.4	10	7.5	11:00am	12	7.75
11:30am	4.4	2.6	5	4.75	11:30am	10.5	9.5
12:00pm	6.2	2.8	4.6	5.75	12:00pm	17.25	13
12:30pm	6.8	4	6	4.75	12:30pm	12	12.5
1:00pm	12.6	4.4	5.2	5.75	1:00pm	17.5	19.5
1:30pm	13.6	7.8	5.4	7	1:30pm	19	18.75
2:00pm	5.2	10	4.4	8.5	2:00pm	29.75	25.75
2:30pm	5.2	8.4	5.2	10.75	2:30pm	31.25	27
3:00pm	8.4	7.4	5	9	3:00pm	27	23.75
3:30pm	9.6	8.8	5.2	12	3:30pm	23.25	20.5
4:00pm	9.2	11.2	7.6	16.75	4:00pm	22.5	22.75
4:30pm	10.2	8.6	8.2	15.25	4:30pm	16	25.5
5:00pm	10.6	9.8	7.8	14.5	5:00pm	26.75	24.75
5:30pm	19	17	12.6	20.5	5:30pm	33.5	24.5
6:00pm	29.8	23.4	23.8	25.75	6:00pm	30.5	21.5
6:30pm	34.2	23.4	32.8	15.25	6:30pm	31	24.5
7:00pm	25.8	27	37.4	23.5	7:00pm	27.5	22
7:30pm	26.8	25.2	27.4	21	7:30pm	18.75	20
8:00pm	16.6	17.4	19	10.25	8:00pm	15.5	19.5
8:30pm	2.2	5.8	5	3.75	8:30pm	0.5	1

August 2017 Monthly Area Averages

Studio	Tues	Wed	Thurs.	Fridays	Studio	Saturdays	Sundays
6:00am	0	0.2	0	0	6:00am		
6:30am	1.2	1.2	2.4	2.25	6:30am		
7:00am	1	0.4	2.8	1.25	7:00am		
7:30am	0	0.2	0.2	0.75	7:30am		
8:00am	0	0	0	0	8:00am		
8:30am	0	0	0	0	8:30am		
9:00am	0	0	0	0	9:00am	0	
9:30am	0	0	0	0	9:30am	0	
10:00am	0	0.6	0.4	0	10:00am	0	1
10:30am	0.8	1.6	0	0	10:30am	0.75	1.25
11:00am	0.8	0.6	0	1	11:00am	0	1.5
11:30am	0.8	0	0	0.5	11:30am	0	0
12:00pm	1.6	0.6	0.8	1	12:00pm	1.75	0
12:30pm	0.4	0	1	0.75	12:30pm	0.25	0.25
1:00pm	0.4	1.4	1	0	1:00pm	0	1.5
1:30pm	0	1	0.8	0	1:30pm	0.5	0
2:00pm	0	1.2	0	1.75	2:00pm	0	0
2:30pm	0	1.6	0.2	1	2:30pm	0.5	0
3:00pm	0	0.2	0	0	3:00pm	0.5	0.25
3:30pm	0	0.2	0	2	3:30pm	0.25	0
4:00pm	0.2	0	0	1.5	4:00pm	0.75	0.25
4:30pm	0.8	1	0.2	0.25	4:30pm	0	1.25
5:00pm	0.8	2	1.2	0.75	5:00pm	0.75	2.25
5:30pm	3.2	0.6	2.2	1.5	5:30pm	0	2.25
6:00pm	2.4	2.2	4	3.25	6:00pm	0	1
6:30pm	1.6	1.6	2.8	1	6:30pm	0.75	1.25
7:00pm	1.6	1.6	4.2	2	7:00pm	0	0
7:30pm	2.2	1.6	3.6	1.25	7:30pm	0	0.25
8:00pm	0.8	1	2.6	0.25	8:00pm	0	0.5
8:30pm	0	0.2	0.8	1.5	8:30pm	0.5	0.5

Fitness	Tues	Wed	Thurs.	Fridays	Fitness	Saturdays	Sundays
6:00am	4.2	4	2.6	1.75	6:00am		
6:30am	7	8.8	6.4	6	6:30am		
7:00am	4.2	4.4	5.2	4.25	7:00am		
7:30am	1.4	2	0.6	1	7:30am		
8:00am	0.8	1	0.6	3.5	8:00am		
8:30am	0.4	1	1.2	1.5	8:30am		
9:00am	1.8	2.6	3.6	2.25	9:00am		
9:30am	1.8	3	3	1.75	9:30am	0	
10:00am	6.6	3.2	9	2.75	10:00am	1.5	1.5
10:30am	8.8	3.6	7.4	3.25	10:30am	3.25	1.75
11:00am	8.8	1.8	7.2	3	11:00am	4	4.25
11:30am	1	1.2	2.6	1.25	11:30am	2.5	4.5
12:00pm	2.2	1.4	2.2	1.5	12:00pm	1.5	3.25
12:30pm	3	3.6	3.4	1.75	12:30pm	2	3.75
1:00pm	2.2	2.6	1.6	2.75	1:00pm	1.25	4
1:30pm	0.6	1.6	1.4	3.25	1:30pm	2.5	3.25
2:00pm	0.4	2.4	0.6	1.25	2:00pm	2.75	3.25
2:30pm	0.8	1.8	1.8	1.75	2:30pm	2.5	4
3:00pm	1.6	2.4	2.2	1.75	3:00pm	2.25	2.5
3:30pm	1.6	1.2	3	2	3:30pm	2.5	3.5
4:00pm	1.2	1.4	2.4	4	4:00pm	3.5	2
4:30pm	2.6	2	2	3.25	4:30pm	3.25	2.25
5:00pm	2.6	1.8	2.8	3	5:00pm	3.25	1.75
5:30pm	4.8	5.4	3.8	3.5	5:30pm	4.75	1.25
6:00pm	7.2	7.2	5	4	6:00pm	4.75	2
6:30pm	7.2	5.2	7.2	2.5	6:30pm	4.25	3.25
7:00pm	4	6.6	6.4	6.5	7:00pm	3.5	4.25
7:30pm	3.6	5.8	3.6	3.25	7:30pm	3.5	4
8:00pm	2.6	4.4	6	2.75	8:00pm	0.75	2.75
8:30pm	2	4.4	4.2	2.25	8:30pm	1.25	0.5

Pool	Tues	Wed	Thurs.	Fridays	Pool	Saturdays	Sundays
6:00am	1.8	0.6	0.2	0	6:00am		
6:30am	6.4	7	7.2	3.25	6:30am		
7:00am	10	12.4	12.4	13.25	7:00am		
7:30am	7.8	12	12.6	13.25	7:30am		
8:00am	4.2	3.8	8.2	10.25	8:00am		
8:30am	2	1.8	1.6	2.5	8:30am		
9:00am	3.4	2	4.4	1.75	9:00am	1.5	
9:30am	2.4	1.2	4.2	2.5	9:30am	1	
10:00am	1.8	1.6	3.8	3.5	10:00am	3	2.75
10:30am	2.4	1.8	2.8	3	10:30am	6.75	4.25
11:00am	1.6	1	2.4	3	11:00am	5.75	1.25
11:30am	2.2	0.4	1.6	2.75	11:30am	4.75	5
12:00pm	1.6	0.6	1.4	2.75	12:00pm	8.75	9.75
12:30pm	3.4	0.2	1.6	2	12:30pm	7.75	7.5
1:00pm	9.2	0.4	2.4	2.5	1:00pm	13.25	11.75
1:30pm	12.2	5.2	3	3.5	1:30pm	15	12.25
2:00pm	3.6	6.4	2.8	4.75	2:00pm	11	20.25
2:30pm	4	4.2	2.6	7.5	2:30pm	10.5	20.75
3:00pm	6.6	4.6	2.2	7.25	3:00pm	10.75	19.25
3:30pm	7.2	7	2	7.25	3:30pm	12.5	17.25
4:00pm	6.8	8.8	5	11	4:00pm	11.75	17.5
4:30pm	5.4	5	5.6	10.25	4:30pm	8.25	20.5
5:00pm	6.6	5.8	3.8	10.5	5:00pm	12	19.25
5:30pm	10	10.6	6.4	14.5	5:30pm	17.5	18
6:00pm	17.6	12.6	13.6	17.75	6:00pm	14.5	15
6:30pm	23.2	14.4	21.4	10.5	6:30pm	19.25	18.25
7:00pm	16	17.8	23.8	12.5	7:00pm	13.5	15.5
7:30pm	17.2	15.6	17.4	13.5	7:30pm	18.25	10.75
8:00pm	11.4	10.4	9.6	6.75	8:00pm	14.75	13
8:30pm	0	0	0	0	8:30pm	0	0

Spa	Tues	Wed	Thurs.	Fridays	Spa	Saturdays	Sundays
6:00am	0	0	0	0	6:00am		
6:30am	0	0.4	0.6	0	6:30am		
7:00am	0.2	1.2	1.2	0.25	7:00am		
7:30am	0.2	0.6	1	0	7:30am		
8:00am	0	0	0.4	1	8:00am		
8:30am	0.6	1	1.4	0.75	8:30am		
9:00am	0.6	1	1.25	9:00am	0		
9:30am	1	0.4	1.4	1.25	9:30am	0.25	
10:00am	1.8	0.2	2	1	10:00am	2	0
10:30am	0.8	1.4	1	1	10:30am	3	0.5
11:00am	1.2	1	0.4	0.5	11:00am	1.75	0.75
11:30am	0.4	1	0.8	0.25	11:30am	1	0
12:00pm	0.8	0.2	0.2	0.5	12:00pm	1	0
12:30pm	0	0.2	0	0.25	12:30pm	1	1
1:00pm	0.8	0	0.2	0.5	1:00pm	0.5	2.25
1:30pm	0.8	0	0.2	0.25	1:30pm	0.5	3.25
2:00pm	1.2	0	1	0.75	2:00pm	2.75	2.25
2:30pm	0.4	0.8	0.6	0.5	2:30pm	1.5	2.25
3:00pm	0.2	0.2	0.6	0	3:00pm	2.25	1.75
3:30pm	0.8	0.4	0.2	0.75	3:30pm	1.75	1.75
4:00pm	1	1	0.2	0.25	4:00pm	2	3
4:30pm	1.4	0.6	0.4	1.5	4:30pm	1	1.5
5:00pm	0.6	0.2	0	0.25	5:00pm	3	1.5
5:30pm	1	0.4	0.2	1	5:30pm	1.75	3
6:00pm	2.6	1.4	1.2	0.75	6:00pm	1.5	3.5
6:30pm	2.2	2.2	1.4	1.25	6:30pm	2.5	1.75
7:00pm	4.2	1	3	2.5	7:00pm	3.5	2.25
7:30pm	3.8	2.2	2.8	3	7:30pm	2.5	5
8:00pm	1.8	1.6	0.8	0.5	8:00pm	2.75	3.25
8:30pm	0.2	1.2	0	0	8:30pm	0	0

Unfinished Business

Introduced by: Mayor Robb
Introduction Date: September 12, 2017
Public Hearing: September 26, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #17-42

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING FEES AND CHARGES RELATED TO ELECTRONIC RECORDS FOR THE CITY OF BETHEL

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

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

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

GENERAL SERVICES	PRICE
Electronically Reproduced Records (<u>up to 5 pages</u>)	\$5.00 <u>Free</u>
Paper Reproduced Records (<u>up to 5 pages</u>)	<u>\$5.00</u>
<i>Additional \$0.25 per page for documents over 5 pages in length</i>	<u>\$0.25</u>

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

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL ALASKA, THIS ___ DAY OF SEPTEMBER 2017, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #17-43

AMENDING THE BETHEL MUNICIPAL CODE SECTION 4.04.020 BUDGET ESTIMATE-PREPARATION

- Whereas,** the City Manager is required by BMC to submit a budget to Council by April 1 of each year;
- Whereas,** historically, the submitted budget was balanced, as defined by current year expenditures covered by current year revenues;
- Whereas,** Council has the option, responsibility, and duty to amend, adjust, and change the budget for the best interests of the people of Bethel;
- Whereas,** council has the responsibility to be a steward of the Taxpayers' and rate payers' money and spend responsibly;
- Whereas,** for FY 18, the submitted budget was not balanced as defined by current year expenditures covered by current year revenues;
- Whereas,** nothing in this ordinance prohibits administration from suggesting additional expenditures or capital projects, or prohibits council from enacting additional expenditures or capital projects subject to restrictions in BMC 4.04.055;

Now, Therefore Be It enacted by the City Council of Bethel Alaska as follows:

Section 1. Classification. This ordinance is of permanent nature and shall be codified within the Bethel Municipal Code.

Section 2. Amendment: Bethel Municipal Code 4.04.020 is amended, new language is underlined, removed language is stricken.

4.04.010 Fiscal year.

The fiscal year of the city government shall begin on the first (1st) day of July and end on the last day of June of each calendar year. The fiscal year shall also constitute the budget and accounting year. Changes to the city's fiscal year shall be by council resolution.

4.04.020 Budget estimate – Preparation.

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

4.04.025 Fees and charges revenue estimate – Preparation.

The city manager shall prepare and submit to the council, not later than April fifteenth (15th) of each year, an estimate of revenue that the city will receive during the next fiscal year. The city manager shall propose any changes to such fees and charges for the next fiscal year that the manager deems necessary. A schedule of fees and charges shall be included as an appendix to the annual budget estimate prepared in accordance with BMC 4.04.020.

4.04.030 Budget a public record.

The budget estimate and, upon adoption, the budget and budget message, shall be a public record open to inspection in the office of the city clerk. Copies of the budget estimate and budget message shall be prepared for purchase by any interested person.

4.04.040 Budget estimate – Public hearing.

The council shall fix the time and place for a public hearing on the budget estimate. Notice of the hearing, together with a summary of the budget estimate, shall be posted on the bulletin board at City Hall not more than ten (10) nor less than five (5) days prior to the time fixed for hearing. At the time and place advertised, or at any time and place to which such public hearing shall be adjourned, all interested persons shall be given an opportunity to be heard.

4.04.050 Budget – Adoption.

The council shall adopt the budget and make the appropriation by ordinance no later than the fifteenth (15th) day of June. Failing adoption, the budget estimate as submitted or amended shall go into effect and be deemed to have been adopted by the council; and the proposed expenditures therein shall become the appropriations for the next fiscal year.

4.04.055 Balanced budget.

A. The budget which is adopted shall be balanced, considering all sources of funds. Although the accounting definition of "balanced budget" refers to current year expenditures covered by current year revenues, for the purpose of this section a balanced budget shall include any budgeted transfers from the general fund balance or enterprise fund unreserved net assets to balance the budget of a particular fund.

Introduced by: Mayor Robb
Introduction Date: September 12, 2017
Public Hearing Date: September 26, 2017
Action:
Vote:

B. Any action to reconsider or rescind the budget which creates an imbalance shall be in violation of this section unless approved by the city council.

C. Any action to reconsider or rescind the budget which would affect a balanced budget must be accompanied by action which maintains a balanced budget.

4.04.060 Finance department report – Budget – Amendment.

The budget may be amended by the council at any time after adoption, provided no such amendment shall be made until after a public hearing upon the same notice as required for the budget estimate under BMC 4.04.040. The substance of the proposed amendment or amendments shall be posted with the notice of hearing.

4.04.070 Appropriations.

A. No budget appropriations may be encumbered without prior certification by the city manager that there is an unencumbered appropriation sufficient to cover such encumbrance and sufficient funds available to meet the expenditure.

B. The city manager shall not permit, without council approval, during any budget year, an expenditure or contract incurring any liability in excess of the amount appropriated for each department of the city.

C. Appropriations for capital improvement projects and grants carry over at year-end. All other appropriations covered by the budget lapse at the end of the budget year to the extent that they have not been expended or the goods or services for which they have been encumbered have not been delivered to or utilized by the city prior to the end of the city's fiscal year. [Ord. 161 § 2, 1985.]

4.04.080 Budget – Control.

Budgetary control is exercised at the departmental level. The city manager may approve intra-departmental transfers of appropriated funds not directed to personnel services and only to the extent such transfers do not exceed five thousand dollars (\$5,000). Any supplemental appropriations that amend the total budgeted expenditures of any department and all inter-departmental transfers of appropriated funds shall be by ordinance. The request for any supplemental appropriation shall be submitted to the council as soon as the city manager becomes aware that the total expenditure for any line item has exceeded the budgeted expenditure for that line item by five thousand dollars (\$5,000).

4.04.090 Audit.

An independent audit shall be made of all accounts of the city at least annually, and more frequently if deemed necessary by the council. The annual audit shall be made by certified public accountants employed by the council, and shall be completed within one hundred fifty (150) days following the close of the fiscal year. An analysis of the audit shall be made public by the council.

Introduced by: Mayor Robb
Introduction Date: September 12, 2017
Public Hearing Date: September 26, 2017
Action:
Vote:

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

ENACTED THIS __ DAY OF SEPTEMBER 2017, BY A VOTE OF __ IN FAVOR AND __ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk

Action:
 Vote:

CITY OF BETHEL, ALASKA

ORDINANCE # 17-28 (b)

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:

STREETS AND ROADS

Change to GENERAL FUND - INCREASE IN GRAVEL FOR STREET REPAIRS

	Increases	
10-14000	GRAVEL INVENTORY	200,000
	Total Increases	200,000
	Decreases	
10-10100	CASH - GENERAL FUND	(200,000)
	Total Decreases	(200,000)
TOTAL	Net Change to General Fund Appropriations	0

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

	TOTAL CHANGE TO GENERAL FUND APPROPRIATIONS	
	Total Increases	200,000
	Total Decreases	(200,000)
	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

	Change to Revenues Increase/(Decrease)	0
	Change to Appropriations Increase/(Decrease)	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 September 2017 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

 Richard Robb, Mayor

 Lori Strickler, City Clerk

CITY OF BETHEL

Memorandum

To: Bethel City Council
From: Peter A. Williams, City Manager
Date; Sept 5,2017

Re: Budget Modifications- Gravel; YKAFC; Preliminary Engineer Report

Gravel-Streets and Roads

Streets and Roads is requesting \$200,000 in additional funds to maintain the city roads for FY-18. The City budgeted \$144,000, which equals 120 truckloads of gravel. Streets and Roads have approximately 35 truckloads left until July 1, 2019. The timing of this request is due to the supplier closing for the season. I suspect we will run out of gravel sometime this December, depending on the amount of precipitation we experience before freeze up. May and June are usually busy months for repairing roads. This the last year of a five year contract and the same amount that we are requesting now will cost \$16,000 more after July 1st of 2018 (FY-19). The funds would come from unexpended funds from the FY-17 budget attributed to the operations of the general fund.

YKAFC

The YKAFC needs additional \$40,000 to continue to operate this year. There is \$5,000 in the FY-18 budget for maintenance for the pool. The State of Alaska Boiler Inspector found two violations that will cost \$11,287 to correct. One is to install an Emergency Shutdown for

\$7,787.25 and \$3,500 in repairs for the boiler room for a total of \$11,287.

The other expense for the pool is the need for a company to monitor the controls. If we currently do not change, the scope of work for monitoring the pool, the estimated cost to continue monitoring is \$23,388. The total is \$34,675. The balance would be for any known or unforeseen maintenance problems that would arise before July 1, 2018. The funds would come from the balance of the YKAFC fund.

W&S PRELIMINARY ENG. REPRORT (PER)

The DCCED has informed us that if we can produce an engineering report for piped water and sewer on Sixth and Seventh Avenues we would qualify for three-million six hundred thousand dollar grant for this project. The estimated cost is \$70,000. The funds would come the Water and Sewer Fund and be listed as an asset. This project may help us receive funds the water and sewer trucks.



City of Bethel

Peter Williams <pwilliams@cityofbethel.net>

Fwd: D-1 Gravel

1 message

William (Bill) Arnold <warnold@cityofbethel.net>
To: Peter Williams <pwilliams@cityofbethel.net>

Fri, Aug 18, 2017 at 12:21 PM

----- Forwarded message -----

From: "James (Jim) Flemings" <jflemings@cityofbethel.net>
Date: Aug 18, 2017 12:18 PM
Subject: D-1 Gravel
To: "William (Bill) Arnold" <warnold@cityofbethel.net>
Cc:

Knik has 8,000 tons of D-1 gravel on hand in Bethel

City shop pile was \$144,000 = 2,625 tons = 1500 yards = 120 dump truck loads

Now left is \$42,000 = 700 tons = 400 yards = 35 dump truck loads

\$200,000 would get 3,325 Tons = 1900 yards = 166 dump truck loads

James Flemings
City of Bethel
Streets and Roads
907-545-0166

Introduced by: City Manager Williams
 Introduction Date: September 12, 2017
 Public Hearing: September 26, 2017
 Action:
 Vote:

CITY OF BETHEL, ALASKA

ORDINANCE # 17-28 (c)

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

Be it Enacted by the Bethel City Council that the FY2018 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 expenditures of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2008, July 1, 2017 to June 30, 2018.

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

Budget Modification 17-28 c
 Changes to YK H&F Center line items

Increases		
40-16500	Machinery and Equipment Assets - Boiler upgrade	7,785
40-50-646	Contractor's Services: Repairs and Maintenance	7,215
40-50-649	Professional Services - Maintenance contract (est) \$25,000	25,000
Total Increases		40,000
Decreases		
40-12201	Cash - YK H&F - Investment MMF	(40,000)
Total Decreases		(40,000)
E-911		
TOTAL	Net Change to E-911 Fund Appropriations	\$ -

WATER & SEWER UTILITY ENTERPRISE FUND

Budget Modification 17-28 c
 Changes to Water/Sewer Utility Fund line items

Increases		
51-16400	Water / Sewer System Piped Assets - Engineering fees	70,000
Total Increases		70,000
Decreases		
51-10100	Water / Sewer Fund - Central Treasury	(70,000)
Total Decreases		(70,000)
Util TOTAL	Net Change to Utility Billing and & Sewer Utility Fund Appropriations	\$ -



CITY OF BETHEL

P.O. Box 388 • Bethel, Alaska 99559
907-543-2087
FAX # 543-4171

August 31, 2017

Lori Aldrich
Solid Waste Program Coordinator
Department of Environmental Conservation
555 Cordova St.
Anchorage, AK 99501

Subject: Acceptance of Sewage Solids
Solid Waste Permit No. SW2A002-22 – Submittal 2

Dear Ms. Aldrich:

The City of Bethel requests a modification to Solid Waste Permit No. SW2A002-22 to allow co-disposal of sewage solids in the Bethel municipal solid waste facility. This sludge disposal will occur in the fall of 2017 and spring of 2018 during a single dredging operation to remove solids deposited in the City's wastewater treatment lagoon.

The sewage solids will contain no less than 10% solids and will be covered with six-inches of fill each day. Cells that are incomplete at the end of the first season will receive 12-inches of cover. Final cover of the completed and closed cell will be 24-inches. The solids will be placed in a designated sludge disposal cell with constructed berms as shown in the attached drawing.

The Bethel Landfill Operations Plan has been updated to include information about this one-time sludge disposal. A copy is attached to this request. The landfill operators have been informed of this change.

In response to your requests for more information on 8/2/17 and 8/24/17, the following clarifications are provided:

We do not expect to receive more than 10,000 cubic yards of sludge at the Bethel landfill. The volume of sludge to be deposited at the landfill will vary based on the how successful the dewatering process is and what percent solids cake is achieved from the belt filter presses. Initial tests indicate that the Bethel sludge dewaterers very well. The contractor expects to remove about 2,500 dry tons of material, which would equate to approximately 8,500 cubic yards of dewatered sludge, if all assumptions of dewatered cake percentage and sludge weight per pound are accurate.

The temporary sludge enclosures will be built by creating a berm with fill material at the edge of the placed sludge each day. Cover will then be spread over the sludge to the berm, completely enclosing the sludge and preventing vector attraction. The dewatered sludge and the fill material are very different in appearance so the contractor will be certain that the sludge has been covered each day. A plan and section-view drawing is included to depict how the sludge will be placed.

The public may enter the Bethel landfill during the day but there is a gate to prevent access when landfill staff are not on site. Public traffic will directed to the east side of the landfill. A drawing is attached to show the traffic plan. A sign will be posted to prevent the general public from entering the sludge disposal area.

The Bethel landfill and the adjacent sewage lagoon are both located on land owned by the City of Bethel. The property line noted on the attached drawing is approximate, based on the City of Bethel Land Status Map.

There are no developments or water sources within 500 feet of the proposed disposal area. Also note that the sludge comes from an unlined lagoon 300 feet away from the disposal site.

The sludge will be sampled at least six times each year of the operations to test for PCB's, with a limit of 10ppm, and TCLPs will be run to determine toxic characteristic. Residuals sampling and testing will be conducted by an independent laboratory to determine percent total solids content. Percent total solids content is to be determined following established laboratory procedures as specified in Test 2540G of the 19th Edition of "Standard Methods." Percent total solids content of dewatered sludge is to be analyzed as a daily composite consisting of one sample from each truck leaving the Site on that day.

Upon completion of the dredging and sludge disposal operation, the total final cover on the sludge cells will be 24 inches. The cost of this closure is included in the contract price for the lagoon dredging.

Thank you for your time and consideration. Please do not hesitate to contact me with any questions or concerns.

Respectfully,



Peter Williams
City Manager

cc: CH2M

Enclosures:

Amended Bethel Landfill Operations Plan
Landfill Plan Drawing
Landfill Sludge Disposal Plan and Section Drawing

Table 1
Per-Capita Tax Revenues

This table lists only those municipalities which levy property and sales taxes.

Municipality	Property Tax	Sales Tax	Gas Tax	Other Tax	Population	Per capita
North Slope Borough	\$386,127,153	\$0	\$0	\$386,127,153	10,420	\$37,056
Valdez	\$48,928,301	\$0	\$409,848	\$49,338,149	4,011	\$12,301
Municipality of Skagway	\$1,821,431	\$7,068,042	\$120,267	\$9,009,720	1,040	\$8,663
Pilot Point	\$0	\$642,583	\$0	\$642,583	76	\$8,455
Egegik	\$0	\$0	\$812,706	\$812,706	104	
Bristol Bay Borough	\$4,196,650	\$0	\$1,797,161	\$5,993,811	887	\$6,757
Whitier	\$626,526	\$557,265	\$322,638	\$1,506,429	253	\$5,954
Saint Paul	\$0	\$376,326	\$1,771,910	\$2,148,236	427	\$5,031
Umanak	\$5,929,241	\$7,766,849	\$9,212,254	\$22,908,344	4,605	\$4,975
City and Borough of Juneau	\$47,205,860	\$46,187,130	\$4,890,873	\$98,283,863	33,277	\$2,954
Cordova	\$2,305,133	\$3,347,140	\$130,813	\$5,783,086	2,321	\$2,492
City and Borough of Yakutat	\$564,617	\$924,232	\$148,430	\$1,437,279	613	\$2,345
Seward	\$1,007,672	\$4,883,996	\$458,605	\$6,350,273	2,740	\$2,318
Haines Borough	\$2,825,480	\$2,828,963	\$109,808	\$5,764,251	2,493	\$2,312
Dillingham	\$2,383,255	\$2,620,237	\$478,994	\$5,482,486	2,386	\$2,298
Alutian	\$0	\$0	\$2,098,763	\$2,098,763	933	\$2,249
King Cove	\$0	\$854,750	\$1,145,831	\$2,000,581	900	\$2,223
Nozié	\$3,051,603	\$5,121,497	\$151,997	\$8,325,097	3,819	\$2,180
Ketchikan	\$5,488,642	\$11,461,271	\$486,838	\$17,436,751	8,277	\$2,107
Wasilla	\$0	\$17,504,642	\$0	\$17,504,642	8,468	\$2,067
Homer	\$3,101,669	\$7,533,680	\$0	\$10,635,349	5,153	\$2,064
Kodiak	\$921,916	\$11,512,936	\$210,098	\$12,644,950	6,288	\$2,011
Hoonah	\$0	\$1,550,134	\$0	\$1,550,134	783	\$1,980
Denali Borough	\$0	\$0	\$3,503,040	\$3,503,040	1,781	\$1,967
North Pole	\$819,274	\$2,845,466	\$516,272	\$4,181,012	2,138	\$1,956
Petersburg Borough	\$3,167,360	\$3,030,191	\$55,461	\$6,253,012	3,199	\$1,955
Municipality of Anchorage	\$515,260,957	\$0	\$68,130,079	\$583,391,036	298,908	\$1,952
City and Borough of Sitka	\$6,194,986	\$10,014,174	\$1,000,917	\$17,210,077	8,929	\$1,927
Craig	\$602,456	\$1,552,438	\$0	\$2,154,894	1,180	\$1,826
City and Borough of Wrangell	\$1,703,619	\$2,642,785	\$39,114	\$4,385,518	2,442	\$1,796
Sand Point	\$0	\$908,182	\$688,517	\$1,596,699	951	\$1,679
Seldovia	\$287,379	\$6,920,246	\$0	\$7,207,625	4,319	\$1,669
Seldovitz	\$181,892	\$179,068	\$0	\$360,960	226	\$1,597
Kenai Peninsula Borough	\$62,078,842	\$30,103,266	\$0	\$92,182,108	57,763	\$1,596
Adak	\$0	\$331,940	\$89,537	\$421,477	275	\$1,533
False Pass	\$0	\$28,735	\$80,210	\$108,945	73	\$1,492
Kenai	\$3,771,925	\$6,781,037	\$0	\$10,552,962	7,229	\$1,460
Aleutians East Borough	\$0	\$0	\$4,268,884	\$4,268,884	2,969	\$1,438
Metamiskot Susitna Borough	\$119,269,340	\$0	\$9,474,899	\$128,744,239	100,178	\$1,285
Palmer	\$1,316,111	\$6,503,870	\$0	\$7,819,981	6,135	\$1,275
Ketchikan Gateway Borough	\$8,427,766	\$8,452,793	\$50,666	\$16,931,225	13,778	\$1,229
Kotzebue	\$0	\$3,711,382	\$295,408	\$4,006,790	3,267	\$1,226
Kodiak Island Borough	\$14,397,697	\$0	\$1,839,867	\$16,237,564	13,819	\$1,175
Bethel	\$0	\$5,720,309	\$1,376,723	\$7,097,032	6,205	\$1,144
Fairbanks North Star Borough	\$107,140,828	\$0	\$4,392,485	\$111,533,313	96,645	\$1,133
Chignik	\$0	\$0	\$105,464	\$105,464	95	\$1,110
Nenana	\$397,740	\$181,723	\$7,527	\$586,990	380	\$1,018

City of Bethel Action Memorandum

Action memorandum No.	AM 17-34		
Date action introduced:	04/25/2017	Introduced by:	Peter Williams, City Manager
Date action taken:	04/25/2017	X Approved	Denied
Confirmed by:	LS	<input type="checkbox"/>	<input type="checkbox"/>

Action Title

Direct Administration to seek funding for the preliminary engineering report and environmental report for "The Avenues" project, a project that entails the installation of water and sewer pipe through the back lots between 6th Avenue and 7th Avenue.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	PAW	Recommend/Approval
<input checked="" type="checkbox"/>	Public Works	ES	RECOMMEND
<input checked="" type="checkbox"/>	Finance	NA	Not available for initials
<input type="checkbox"/>			

Attachment(s): The Avenues – Phase 1 Project Description; The Avenues – Phase 2 Project Description; maps.

Amount of fiscal impact:		Account information:
X	No fiscal impact	TBD
	Funds are budgeted for.	
	Funds are not budgeted.	

Summary Statement

The City of Bethel is eligible to apply for water and sewer infrastructure funding by submitting projects to the State Village Safe Water Program that are put into the Sanitation Deficiency Database. The projects are scored by the computer program. The amount of federal funding available in any given year determines how many of the highest scored projects are funded.

The City of Bethel prepared and submitted information on "The Avenues" project to the SDS database as a placeholder. This project will not be funded without the promulgation of a preliminary engineering report (PER) and environmental report (ER). The City can pursue funding for the PER and ER by requesting that it be included in the State's Capital Improvement List. Submission to the List occurs from May 1 to June 1, 2017.

"The Avenues" is a new project designed to bring piped water and sewer services to households living on 6th and 7th Avenues. Utility service would be provided to 18 households in Phase 1 and 33 households in Phase 2. The Preliminary Engineering Report for this project would evaluate alternatives, determine cost estimates, and recommend the project with the lowest life cycle cost. The Environmental Report will determine the permits needed to accomplish the project.

AM No.

City of Bethel Action Memorandum

Action memorandum No.	AM 17-34		
Date action introduced:	04/25/2017	Introduced by:	Peter Williams, City Manager
Date action taken:	04/25/2017	X Approved	Denied
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AM No.

**SDS Database Entries
Due March 25, 2017
City of Bethel**

**Project Title: Sixth & Seventh Avenue Sewer Extensions
Phase 1**

Scope

Purchase and install 3" HDPE sewer trunk pipe from the existing sewer pipe located behind the Tundra Center to Willow Street and stop. The straight pipe would be 1,000 linear feet. It would connect to the existing sewer line that runs north to south, between 6th Avenue and 7th Avenue. The yellow line on the map shows the existing sewer line. The red line that runs east to west on the map represents the new sewer main being proposed for Phase 1 of the project. The red dots on the map indicate approximately where the 18-20 lift stations would be positioned in order to connect the buildings in the area to the new sewer pipe.

The project will connect to an estimated 18 properties and at least one property has several buildings on it. These several buildings might require three small lift stations. That is why the estimate is for 18 to 20 lift stations or connections.

The project requires a glycol line to be purchased and installed directly under the sewer main line. Heated glycol running through the glycol line will keep the contents in the sewer pipe from freezing.

The project requires a boiler house to produce heat for the glycol line. The ideal location for a boiler house is on the Tundra Center property. The Tundra Center is a privately operated prison. The owner of the Tundra Center could sign an easement and/or lease agreement with the City of Bethel to firmly establish the City's right to construct and operate a boiler house.

The second best place for a boiler house is on the City land where the Main Lift Station now sits. This lift station is located across from the Bethel Native Council apartment complex, near the Bethel Heights Water Treatment Plant.

This project will connect 18 properties. At least one property is an apartment building that houses multiple families. There might be 1-3 commercial properties included in these connections. One connection is a church. The number of native homes is 17.

Each connection to a building requires a service box. Inside the service box are controls to turn the lift station for that connection on and off. Only the City has access to the service box. Each connection to a building requires a lift station. In rare cases, multiple buildings might be connected to one lift station.

Budget

The table below shows the cost for this project.

Item	Cost
Lift stations (18-20) @ \$50,000/lift station.	\$1,000,000
Trunk line (1,000 linear feet)	\$500,000
Boiler House	\$300,000
Total	\$1,800,000

Timeline

The City anticipates the completion of this project according to the timeline below.

Project Activity	Date
Design Start	December 1, 2017
Design Complete	March 5, 2018
Construction Start	May 1, 2018
Construction Complete	July 31, 2018
Final Inspection	August 10, 2018
Warranty Inspection	August 13, 2018
Final Report Date	August 24, 2018

Attachments

1. Map of Project Location > 6th and 7th Avenues in Bethel, Alaska

SDS Database Entries
Due March 25, 2017
City of Bethel

Project Title: Sixth & Seventh Avenue Sewer Extensions
Phase 2

Scope

Purchase and install 3" HDPE sewer trunk pipe from the existing sewer pipe on Willow Street to Main Street. The terminus on Willow Street will be a result of the completion of Phase 1. This new trunk line will run in the back of the properties between 6th Avenue and 7th Avenue. It will be approximately 1,000 linear feet. The green line on the Map attached shows the intended sewer pipe path. The green dots on the map indicate where the individual lift station locations for all of the connections. The City anticipates connecting 33 properties in Phase 2.

The project requires a glycol line to be purchased and installed directly under the sewer main line. Heated glycol running through the glycol line will keep the contents in the sewer pipe from freezing. The project would use the boiler house constructed as part of Phase 1 to heat its glycol line.

This project will connect 33 properties. At least one property is an apartment building that houses multiple families. There might be 1-3 commercial properties included in these connections. One connection is a church. The number of native homes is 31.

Each connection to a building requires a service box. Inside the service box are controls to turn the lift station for that connection on and off. Only the City has access to the service box. Each connection to a building requires a lift station. In rare cases, multiple buildings might be connected to one lift station.

Budget

The table below shows the cost for this project.

Item	Cost
Lift stations (33) @ \$50,000/lift station.	\$1,650,000
Trunk line (1,000 linear feet)	\$500,000
Total	\$2,150,000

Timeline

The City anticipates the completion of this project according to the timeline below.

Project Activity	Date
Design Start	December 1, 2017
Design Complete	March 5, 2018
Construction Start	May 1, 2018
Construction Complete	July 31, 2018
Final Inspection	August 10, 2018
Warranty Inspection	August 13, 2018
Final Report Date	August 24, 2018

Attachments

1. Map of Project Location > 6th and 7th Avenues in Bethel, Alaska

Map of 6th and 7th Avenue Sewer Extensions



— = existing sewer line — = Phase 1 Trunk Line — = Phase 2 Trunk Line ● = Connections ● = Connections

Violation Detail

Search Criteria: Location Name: City of Bethel - YK Fitness Center; NOB/SIC: ; Address 1: ; City: ; Zip: ; County: ; FIPS Code: ; Location #: ; Status: Active; Order Results by: Location Name; Then Order by: Address;

Location: City of Bethel - YK Fitness Center **Location #:** 3791406 **Violations:** 2
267 Akiachak Ave, , Bethel, AK 99559 , Phone: 907-543-0390
Contact: Gary Poe, Maintenance Formen, City of Bethel, Phone: 907-543-2289, Cell:907-545-3282

Object: 182201AK - Boiler - Burnham - 2012 - Blr rm - Active **Violations This Object:** 1

COMPANY: State of Alaska
INSPECTOR: Elramsisy, Ahmed M.
OPENED: 07/17/2017 **ENTERED BY:** Elramsisy, Ahmed M.
CLOSED: **CLOSED BY:**
TYPE: Not Certificate Blocking
CATEGORY: Boiler Controls
SUBCATEGORY Undefined Controls Violations (H/O)
CONDITION: Boiler room is not equipped with emergency shutdown switch.
REQUIREMENT: a) A manually operated remote shutdown switch or circuit breaker shall be located just outside the boiler room door and marked for easy identification. Consideration should also be given to the type and location of the switch in order to safeguard against tampering.

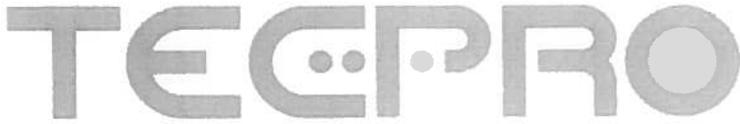
b) For boiler rooms exceeding 500 sq. ft. (46.5 sq. m) floor area or containing one or more boilers having a combined fuel capacity of 1,000,000 Btu/hr. (293kW) or more, additional manually operated remote Emergency shutdown switches shall be located at suitably identified points of egress acceptable to the Jurisdiction.

Object: 182203AK - PV - xylem - 2013 - up stairs air handler room - Active **Violations This Object:** 1

COMPANY: State of Alaska
INSPECTOR: Elramsisy, Ahmed M.
OPENED: 07/17/2017 **ENTERED BY:** Elramsisy, Ahmed M.
CLOSED: **CLOSED BY:**
TYPE: Not Certificate Blocking
CATEGORY: Pressure Vessels
SUBCATEGORY Pressure Relieving Devices
CONDITION: Heat exchanger is not equipped with pressure relief valve.
REQUIREMENT: install an ASME/NB certified pressure relief valve with a set pressure not to exceed 150 psi and a relieving capacity not less than 2,552,000 Btu/hr.

Violations This Report: 2

Locations This Report: 1



wes@tecpro.com
816 Whitney Rd
Anchorage, Alaska 99501
Voice: 907.349.1800
Fax: 855.346.1830

Bringing Technology to Life...

PROPOSAL

A Technical Proposal For:

The City of Bethel Alaska

**Provide and Install YK Fitness Center Boiler Emergency
Shutdown Devices Per Violation Detail Provided**

Prepared By:
Wesley Saunders
Tec Pro Ltd

907-250-2755

wes@tecpro.com

For:
Alfred Clark
City of Bethel
300 State Highway
PO Box 388
Bethel, AK 99559-0388

907-543-2289

aclark@cityofbethel.net

Proposal Summary

Bill Alfred,

We are pleased to provide this proposal for the the installation of boiler safety shutdown switches as detailed in the provided violation detail at the YK Fitness Center.

Tec Pro will provide:

- New outside of boiler room secured shutdown switch
- Two E Stop switches at egress points of the boiler room
- Inter connecteion to the boiler control shutdown circuits
- Conduit and wiring to connect it all together
- Check out and testing
- Operational training for the new devices
- Costs for travel and rooming included, truck for ground transportation is not included

Pricing:

Total For Proposed Solution: \$ 7,787.25

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

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

Authorized signature:



Printed Name:

Peter A. Williams

Date:

8/23/2017



City of Bethel
PO Box 1388
Bethel AK, 99559

Attention: William Arnold, Public Works Director

Project: Bethel Aquatic Center Humidity Sensors Replacement

Date: August 23, 2017
Proposal #: ABM17-01145
Expiration: 30 days from above date
Account Manager: Brian Miller
Contact Number: (907) 550-2122

We are pleased to offer this detailed scope of work and pricing for this project.

A. SCOPE OF WORK – CONTROLS

1. Provide two (2) duct humidity sensors in the return air duct replacing the original sensors.
2. Calibrate new sensors.
3. Verify dehumidification sequence of operation for the system.

B. PRICE OF WORK

1. Base Bid Per LONG Proposal \$ 3,500.00

C. INCLUSIONS:

1. One day on site
2. Travel and expenses to and from Bethel from Anchorage

D. EXCLUSIONS:

1. Code upgrades.
2. All costs of sales tax, bonds and permits

AUTHORIZE	Accepted for:	Submitted by: LONG Building Technologies
	Accepted by:	Submitted by: Brian Miller
	Title:	Title: Vice President
	Signature:	Signature: <i>Brian J. Miller</i>
	Date:	Date: 8/23/17

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG Building Technologies will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Bethel Aquatic Center Site Visit Report

Date: 2017 July 30

Project: Bethel Aquatic Center Troubleshooting (WO-170403-0090)

RE: Site Visit 2017Jul24-30

Technician: Kevin Cose

1. Met with customer to go over her needs and findings.
2. Remote Access
 - 2.1. Sent TeamViewer invitation to Bldg Manager so she can also see system from offsite.
3. Corrected a mis-linked room temperature sensor on the graphics.
4. Hid graphics display of 'Flow Switch'vs'CT' option since it appears the flow switches will not be corrected (installed in vertical section of pipe, never could work well there).
5. Installed control drawings on ENC and linked to them from graphics.
 - 5.1. Also provided a copy on thumb drive for customer.
6. Added a dashboard screen for Reheat Coils and Reheat (floor radiant) Zones.
7. Setup testing for floor radiant heating. Valves may be backwards, or sensors/valves mismatched.
 - 7.1. First visit: 2017Jul24-25
 - 7.1.1. RHZ-3 valve appeared to be backwards, corrected in field controller.
 - 7.1.2. Set all zones to circulate full open with no heat for several hours, results seemed a bit odd. Took baseline photos of floors with IR camera.
 - 7.1.3. Set all zones to circulate 50% open with no heat for several hours.
 - 7.1.4. Weight room floor seems to get warm based on occupancy, faster than room itself warms up. Perhaps a treadmill is sitting above where the floor sensor is installed.
 - 7.2. Second visit: 2017Jul29-30
 - 7.2.1. Located all floor zone valves
 - 7.2.1.1. Zone 1: Entry, offices, lobby. In back of center cabinet pool-side vending counter.
 - 7.2.1.2. Zone 2: Weight and Fitness rooms. Access panel inside of 2nd door into weight room.
 - 7.2.1.3. Zone 3: Restrooms and Gallery. Access panel outside of 2nd door into weight room.
 - 7.2.1.4. Zone 4: Locker rooms. Underneath locker rooms / gallery. Enter crawlspace door in Electrical room, follow the wooden planks.
 - 7.2.2. All zone valves were not functioning correctly. Revised control for proper operation.

- 7.2.3. Zone Return Water temperature sensors for Zone 1 and Zone 4 were located very close to the 3-way valve, I moved them away as far as practical (only a few inches, this should still make a difference).
- 8. Water Usage Meter
 - 8.1. Customer reports meter values are no good.
 - 8.2. Typical real usage is ~50,000gallons/month.
 - 8.3. Reworked input and logic, results seem right, but "rollover" at end of year still needs to be tested.
 - 8.4. Tech Note: Typical 'count' less than 7200/year, rollover occurs at 9999.
- 9. Made backups on my laptop and on customer ENS.
- 10. AHU-1 (Pool)
 - 10.1. Humidity.
 - 10.1.1. First visit: 2017Jul24-25
 - 10.1.1.1. Never reach setpoint.
 - 10.1.1.2. Verify sensors, check humidity in various zones in building.
 - 10.1.1.3. Tech humidity sensor has been sent.
 - 10.1.1.4. Customer reports sometimes inner walls of AHU-1 are wet but zone still below setpoint (verified partly by overall feel in pool area).
 - 10.1.2. Second visit: 2017Jul29-30
 - 10.1.2.1. Used independent humidity meter, verified actual humidity is much higher than what these sensors are reading. In fact sensor #2 had dropped to an impossibly low reading.
 - 10.1.2.2. Removed and opened sensors, found dirt / corrosion buildup on screen which greatly reduced air flow through sensor. I cleaned these as best I could (still dirty) and re-installed. Sensor #1 may have gotten a bit wet, which needs a 24 hour period to recover, did not ever see a good reading. Sensor #2 slowly ramped up it's readings to levels 'close' to the actual humidity.
 - 10.1.2.3. Researched and found there is a better sensor for use in a high chlorine environment.
 - 10.1.3. Recommend replace both Humidity sensors. *ghlop -y Week of @ 21/25 164 call*
 - 10.1.3.1. BA/H300-D-BB (verify enclosure)
 - 10.1.3.2. We have seen other sites where the sensor failed "high" but in this case the sensors were slowly failing "low". The programming already has logic to detect a complete failure of a sensor (0-2% or 98-100%) and if that happens it discards that reading. If both sensors are considered good then it uses the average of the two readings. We will change the logic to use only the highest of the two good readings.
 - 10.1.3.3.
 - 10.2. CO2 sensor has a definite limited life span of 5 years, the existing one is 3 years old, recommend replacing it in 2 more years.
- 11. AHU-1 / AHU-2

- 11.1. Pool manager asks what can be done to enhance overall cooling during hot summer periods?
 - 11.1.1. Monitor space temperatures and automatically override schedule to continue at night if necessary.
 - 11.1.1.1. This takes advantage of cooler night temperatures.

END OF REPORT



City of Bethel
PO Box 1388
Bethel, Alaska 99559

Attention: William Arnold,
Public Works Director
Reference: Yukon – Kuskokwim
Regional Health & Safety Center
Bethel, Alaska

Date: August 1, 2017
Proposal #: AEW16-00116-4
Expiration: 30 days from above date
Account Manager: Brian Miller
Contact Number: (907) 561-3044

907-550-2122 Direct Plm

Project: DDC Maintenance, 2017 Bethel Aquatic Center

Thank you for the opportunity to submit a proposal for the requested work at the Bethel Aquatic Center. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing complete facility solutions.

This proposal is to renew the Service Agreement for maintenance of the Direct Digital Control System for the mechanical systems at the Bethel Aquatic Center. The agreement is prorated for 11 months to match the City fiscal year.

We are pleased to offer this detailed Scope of Work for your project.

A. SCOPE OF WORK – Controls

1. Update software based on Technician's Recommendations
2. Inspect and adjust Building Automation System
3. Adjust Length of recording for Trend Logs
4. Verify Proper Function of Building Automation System
5. Update alarm notification emails
6. Provide a 4-hour training of BAS to Owner Designated Staff. (Note, this is hands on training limited to 1 to 3 people)
7. Provide remote access support.

B. PRICE OF WORK

- | | |
|---|-------------|
| 1. Base Bid Per LONG Proposal | \$23,388.00 |
| This is for an 11 month Service Contract beginning on 8/1/2017 and continuing until 6/30/2018. | |
| 2. Budget \$9,380.00 for each additional requested site visit | |
| 3. Budget \$300.00 for each additional remote communication support call. | |
| 4. Budget \$180.00 per hour for any additional onsite work performed beyond the scope of the contract while a LONG technician is in Bethel. | |

C. INCLUSIONS:

1. Travel from Anchorage to Bethel (2 physical Visits)
2. Ground Transportation.
3. Lodging and Per Diem.
4. System Checkout and review.
5. Check DDC Power Supplies for proper voltage.
6. Perform a point to point verification of the DDC System.

7. Verify Controller Operation and Communication on the Network.
8. Verify Remote Access capabilities.
9. Visually inspect Controllers for signs of corrosion, mechanical damage, or overheating.
10. Verify I/O Schedule is Correct.
11. Check that Controller Java Files are at current Version.
12. Software updates to BAS based on Technician recommendations. Updates to be coordinated with City of Bethel IT department.
13. Inspect Alarm Logs.
14. Adjust Control Parameters as necessary for stable control operation.
15. Adjust Set Points as needed.
16. Verify System Restore to correct mode.
17. Perform System Back-up
18. Discuss with Customer and in Report, any Technician Recommendations for improvements to system.
19. Report of system finds, adjustments, and concerns in a detailed report. Copies to be provided to Customer and to Customer's Pool Contractor.
20. Verify Proper Function.
21. Provide 1, 4-hour training to applicable staff for the proper operation of system.
22. Provide 2 hours each month of remote access and adjustments / troubleshooting to the Bethel Aquatic Center (22 total)
23. 1 Year LONG Craftsmanship warranty.

D. EXCLUSIONS:

-
1. All warranty for owner supplied or existing materials and workmanship.
 2. Structural Design and Engineering.
 3. Mechanical / Electrical Design Engineering.
 4. Mechanical Repairs. LONG has mechanical repair capabilities and can provide mechanical services for this work upon request.
 5. Hardware replacement.
 6. All costs of bonds and permits
 7. Code Upgrades beyond inclusions.
 8. Mechanical or Electrical work beyond inclusions.
 9. Power wiring or electrical panel modifications beyond inclusions.
 10. Programming beyond inclusions.
 11. Control work beyond inclusions.
 12. Penetrations, Fire caulking, Sleeving, Heat Trace.
 13. Hazardous material identification, abatement or removal.
 14. Fire/Smoke Dampers beyond inclusions.
 15. End switches for fire/smoke dampers (required to be integral to damper at factory).
 16. Interconnection to building fire/life safety devices, providing and installing such devices as well as testing of such systems and devices.
 17. Roofing or roofing repairs beyond inclusions.
 18. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
 19. All taxes and assessments related to this project.
 20. Builders Risk Insurance.
 21. Weather caused flight or worksite delays beyond the control of LONG
 22. Power meters for building power consumption and no switchgear monitoring.
 - Cutting, patching, painting of finishes
 - Core drilling, saw cutting
 - Trenching, tunneling
 - Hazardous materials handling
 - Provision of access doors
 - Demolition
 - Bid bond
 - Payment bond
 - Performance bond
 - Work outside normal business hours (unless otherwise stated).

E. PAYMENT OPTIONS:

1. Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
3. Cash or Check on Delivery (C.O.D.).
4. A 2% discount is provided upon payment of the entire annual lump sum contract amount at the time of contract approval.

AUTHORIZE

Accepted for:

Accepted by:

Title:

Signature:

Date:

Submitted by: LONG

Submitted by: Brian Miller

Title: VP

Signature:

Date:

Notwithstanding any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG Building Technologies will accept your order only on the express written condition that you assent to the terms and conditions contained above and on the pages attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

New Business

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

CITY OF BETHEL, ALASKA

Ordinance #17-44

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENACTED THIS _____ DAY OF OCTOBER 2017, BY A VOTE OF ___ IN FAVOR AND _____ OPPOSED.

, Mayor

ATTEST:

Lori Strickler, City Clerk

QUITCLAIM DEED

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

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

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

YUUT ELITNAURVIAT – PEOPLE’S LEARNING
CENTER, INC.

Dated: _____

Dennis Dishion, Executive Director

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

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

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

Notary Public for the State of Alaska
My Commission Expires: _____

LEASE AGREEMENT

between

City of Bethel

and

Yuut Elitnaurviat

Effective Date: OCTOBER 11, 2017

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LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – LEASED LAND

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

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

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

ARTICLE 2 – LEASE TERM

2.1 *Lease Term.*

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

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

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

ARTICLE 3 – USE OF LEASED LAND

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

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

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

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

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

ARTICLE 4 – UTILITIES AND RIGHTS OF ACCESS

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

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

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

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

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

ARTICLE 5 – CONSTRUCTION BY LESSEE

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

(\$50,000). Copies of all such bonds shall be furnished to CITY prior to commencement of construction. If the cost of the work is less than FIFTY THOUSAND DOLLARS (\$50,000.00), LESSEE shall provide CITY, if no performance and labor and material bonds are provided by LESSEE, any necessary assurances or guarantees that the contemplated work will be performed by the general contractor or by LESSEE. In the event that LESSEE elects to construct the facility with its own personnel and equipment, or the personnel and equipment of any corporation or person that is an "affiliate" of LESSEE as such term is defined in AS 10.06.990(2) or Alaska limited liability company in which LESSEE maintains a substantial membership interest¹, a performance bond shall be required when the cost of the work is equal to or exceeds FIFTY THOUSAND DOLLARS (\$50,000).

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

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

ARTICLE 6 – RETURN OF LEASED LAND/SITE CONDITIONS

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

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

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

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

ARTICLE 7 – CAUSES BEYOND CONTROL

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

ARTICLE 8 – OPTION TO PURCHASE LAND

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

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

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

ARTICLE 9 – LESSEE'S ACTS OF DEFAULT

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

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

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

ARTICLE 10 – REMEDIES FOR DEFAULT BY LESSEE

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

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

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

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

ARTICLE 11 – TITLE TO IMPROVEMENTS INSTALLED BY LESSEE

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

ARTICLE 12 – ASSIGNMENT OR SUBLEASE

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

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

ARTICLE 13 – LESSEE'S DUTY TO DEFEND/INDEMNIFY

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

ARTICLE 14 – INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 15 – CONDEMNATION

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

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

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

ARTICLE 16 – MAINTENANCE AND REPAIRS

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

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

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

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

ARTICLE 17 – ENVIRONMENTAL CONCERNS

17.1 Hazardous Materials.

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

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

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

17.2 *Permits and Reporting.*

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

- b) *Correspondence With and Reports to Environmental Agencies.* LESSEE shall immediately provide CITY with copies of all correspondence and notice, including copies, of all reports between LESSEE and any state, federal or local government or agency regulating Hazardous Material which relates to LESSEE's operations on or use of the Leased Land.

ARTICLE 18 – ESTOPPEL CERTIFICATES

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

ARTICLE 19 – CONDITIONS AND COVENANTS

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

ARTICLE 20 – NO WAIVER OF BREACH

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

ARTICLE 21 – TIME OF THE ESSENCE

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

ARTICLE 22 – COMPUTATION OF TIME

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

ARTICLE 23 – SUCCESSORS IN INTEREST

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

ARTICLE 24 – ENTIRE AGREEMENT

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

ARTICLE 25 – GOVERNING LAW

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

ARTICLE 26 – PARTIAL INVALIDITY

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

ARTICLE 27 – RELATIONSHIP OF PARTIES

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

ARTICLE 28 – INTERPRETATION

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

ARTICLE 29 – CAPTIONS

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

ARTICLE 30 – AMENDMENT

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

ARTICLE 31 – NOTICES

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

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

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

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

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

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

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

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

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

CITY:

LESSEE:

CITY OF BETHEL

YUUT ELITNAURVIAT

By: Peter A. Williams

By: _____

Its: CITY MANAGER

Its: _____

Date: _____

Date: _____

Introduced by: Mayor Robb
Date: September 26, 2017
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 17-17

A RESOLUTION BY THE BETHEL CITY COUNCIL OPPOSING THE IMPLEMENTATION OF A STATE SALES TAX

- WHEREAS,** the City of Bethel recognizes the State of Alaska is in a severe financial crisis and long term solutions are needed;
- WHEREAS,** there is a need for reduced spending and increased revenue by the State of Alaska
- WHEREAS,** some proposals call for state sales tax;
- WHEREAS,** the Governor may call for a special session in October to focus on new revenue;
- WHEREAS,** the legislature will reconvene in January, and may look at new revenue;
- WHEREAS,** the City of Bethel relies primarily on a local sales tax;
- WHEREAS,** an additional state sales tax would be an enormous burden upon the people of Bethel and our region;
- WHEREAS,** an additional state sales tax would inhibit the ability of Bethel to raise needed revenue for local services;
- WHEREAS,** 110 of 164 municipalities in Alaska levy a sales tax;
- WHEREAS,** an additional state sales tax would inhibit the ability of many other municipalities from the ability to raise needed revenue for local services. Many of these municipalities are small cities in rural areas;
- WHEREAS,** there are other revenue proposals that may have less negative impact on our community, region, and our local government

NOW, THEREFORE, BE IT RESOLVED the City of Bethel opposes a new state sale and use tax.

Introduced by: Mayor Robb
Date: September 26, 2017
Action:
Vote:

**ENACTED THIS ____ DAY OF SEPTEMBER 2017 BY A VOTE OF _IN FAVOR AND
_OPPOSED.**

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	17-60		
Date action introduced:	9/26/2017	Introduced by:	Peter Williams, City Manager
Date action taken:	09/26/17	Approved	Denied
Confirmed by:			

Action Title: Approving administrative leave and travel request for City Attorney to attend AMAA.

Attachment(s): Sample Airline Ticket; AMA Registration Form; Draft Travel Authorization

Department/Individual:	Initials:	Remarks:

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

Summary Statement

Approve administrative leave and travel request for City Attorney to attend Alaska Municipal Attorney Association Annual Convention in Anchorage from November 13-14, 2017.

The full topic list has not been decided but some of the known topics being strongly considered:

- Dealing sensitively with homelessness caused by alcoholism;
- Increased collection of fees, fines, alcohol transports;
- Alaska Supreme Court decisions;
- Sales Taxes on Internet Sales;
- Best Practices for Advising Staff, Commissions, Appeal Boards;

T.A. #: _____

City of Bethel Travel Authorization Form

City Attorney	AMAA Conference	AK Attorney Annual Training
Department	Activity	Program
Patty Burley	City Attorney	September 26
Employee Requesting Authorization	Title	Date
AMAA Annual Training	Anchorage, AK	November 13-14, 2017
Conference Title and Sponsor	Conference Site	Date of Meeting

Explanation of Travel Request:

Travel to Anchorage, Alaska to attend the annual Alaska Municipal Attorney Association Convention

	<u>Estimated Totals</u>	<u>Account #</u>																																
Registration Fees (Specify whom check is payable to and attach copy of documentation) Payable to: <u>AMAA</u> P.O. #: _____	\$200.00	10-56-545																																
Transportation Airline(s): <u>Alaska Air</u> Travel Agency: _____ Confirmation #: _____ P.O. #: _____	\$250.21	10-56-545																																
Car Rental Co.: <u>Enterprise</u> Confirmation #: _____ P.O.# _____	\$58.03	10-56-545																																
Hotel Name: <u>Hilton Home2</u> Confirmation #: _____ P.O. #: _____	\$219.74	10-56-545																																
Meals: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 5%; text-align: center;">#</th> <th style="width: 5%;"></th> <th style="width: 10%; text-align: center;">Daily Rate</th> <th style="width: 5%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td style="text-align: center;">1</td> <td style="text-align: center;">X</td> <td style="text-align: right;">\$12.00</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">10-56-545</td> <td></td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">1</td> <td style="text-align: center;">X</td> <td style="text-align: right;">\$16.00</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">10-56-545</td> <td></td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">1</td> <td style="text-align: center;">X</td> <td style="text-align: right;">\$32.00</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">10-56-545</td> <td></td> </tr> </tbody> </table>		#		Daily Rate					Breakfast	1	X	\$12.00	=	\$	10-56-545		Lunch	1	X	\$16.00	=	\$	10-56-545		Dinner	1	X	\$32.00	=	\$	10-56-545			
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Dinner	1	X	\$32.00	=	\$	10-56-545																												
Cab Fare: _____																																		
Miscellaneous: (Explain in written detail on an attached sheet) _____ _____																																		
TOTAL EXPENSES:	\$727.98																																	
Per Diem Advance Requested:																																		

Approvals:

_____ Department Head / Date	_____ City Manager / Date	_____ Finance Director / Date
--	-------------------------------------	---

**ALASKA MUNICIPAL ATTORNEY ASSOCIATION
2017 ANNUAL CONVENTION
Monday and Tuesday, November 13 – 14, 2017
The Hotel Captain Cook ~ Anchorage, Alaska**

City/Firm:	City of Bethel
Address:	PO Box 1388, Bethel AK 99559
Name and email address of each attendee(s): (Note: conference materials will be provided electronically. Please provide contact information!)	Patty Burley
Conference fee: \$150 per person	\$ 150 (# attendees x \$150)
AMAA Annual Dues: \$50 per municipality or firm	\$50
Dinner: \$57 per person Monday, 11/13, at Tequila 61 <ul style="list-style-type: none"> • Reception hosted by Brown & Hofmeister, L.L.P. (6 - 7 p.m.) • Dinner (7 – 9 p.m.) <i>Dinner menu attached; please forward entrée choice with registration!</i>	\$ (# attendees x \$45) Entrée: Attendee 1. _____ Attendee 2. _____ Attendee 3. _____ Attendee 4. _____
TOTAL DUE:	\$200

How to register:

1. **Email** registration form no later than **Monday, October 30, 2017**, to: deb.senn@juneau.org (or fax to (907)586-1147); and
2. **MAIL** fees (checks payable to **AMAA**):

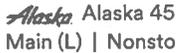
Joseph Levesque, AMAA Treasurer
c/o Levesque Law Group, LLC
3380 C Street, Ste 202
Anchorage, AK 99503
Phone: 261-8935

Discount codes for lodging, airfare, and rental cars available at <http://www.akml.org/hotel-travel/>.

Breakfast, lunch, and snacks will be provided by the Hotel Captain Cook. If you have any special dietary needs, please let Amy know no later than October 30, 2017.

If you wish to be a (most-appreciated!) sponsor for this year's event, please contact Amy Mead at amy.mead@juneau.org or Deb Senn at deb.senn@juneau.org.

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

Flight	Departs	Arrives	Total price for 1 passenger \$250.21
 Main (L) Nonstop Details Distance: 397 mi Duration: 1h 8m	Bethel (BET) 12:25 pm <u>Sun, Nov 12</u>	Anchorage (ANC) 1:33 pm <u>Sun, Nov 12</u>	Taxes, fees and charges SEARCH MENU Low-price guarantee
 Main (L) Nonstop Details Distance: 397 mi Duration: 1h 21m	Anchorage (ANC) 6:47 pm <u>Tue, Nov 14</u>	Bethel (BET) 8:08 pm <u>Tue, Nov 14</u>	Shop again using a discount or companion fare code .

► [Fare rules](#)

- This fare is **nonrefundable**.
- Reservations require immediate purchase and may not be held. Fares and availability are subject to change without notice until purchased.
- **Changes/cancellations:** If travel hasn't begun, you can make one change to this itinerary, or you can cancel and refund it to original form of payment within 24 hours of original purchase with no fee.
- Changes to this itinerary are subject to additional fare and taxes. A fee of \$125 USD per person will also be assessed. Change fees are waived for travel wholly within the state of Alaska on flights operated by Alaska Airlines and Horizon Air, and for all MVP® Gold members.
- [View all fare rules](#)

► [Baggage rules](#)

Total due now \$250.21 USD

[Currency converter](#)

NEXT →



4700 Union Square Drive, Anchorage, Alaska, 99503, USA
+1-907-561-5618

HOORAY! You're just a few clicks away from a worry-free stay:

No booking fees, the best possible rates, and easy changes and cancellations.

Reservation Summary:

12 Nov 2017 - 14 Nov 2017

1 room, 1 adult

2 nights

Mrs. PATTY BURLEY

BTVPATTY@YAHOO.COM

Hilton Honors # 840895357

Reservation Summary

12 Nov 2017 - 14 Nov 2017, 1 room for 1 adult 12 Nov - 14 Nov 1 room 1 adult

Mrs. PATTY BURLEY BTVPATTY@YAHOO.COM Hilton Honors #: 840895357

Price Details (USD)

1 KING BED STUDIO SUITE NONSMOKING

ALTERNATE GOVERNMENT

Price: \$196.20

Taxes: \$23.54

Loading. Please wait...

Total for stay: \$219.74

Optional services for an additional charge

Self parking: Complimentary, Complimentary

Pets allowed: \$100.00 Non-refundable fee, 50 lbs maximum

Choose Payment Method

All fields are required unless otherwise indicated.

Sorry, this hotel doesn't accept that card type. Please try a different card.

Your Payment Methods Expiration

Payment Method

The price includes savings of up to 10%.

Car Rental \$26.67

Taxes & Fees \$31.36

Total Rental Price **\$58.03**

[Terms & Conditions](#)

Upgrade Options

Standard Car ⁵



- BUICK VERANO or similar
- AUTOMATIC transmission, Air conditioning
- Unlimited mileage
- Geographic Restrictions / Mileage Rule
- Additional Driver Included



The price includes savings of up to 10%.

Add
to Rental Price

+\$8.79

[Terms & Conditions](#)

[Update Selection](#)

City of Bethel Information Memorandum

Information Memo No.	17-05		
Date introduced:	September 26, 2017	Introduced by:	Peter Williams, City Manager
Amended actions:			
Confirmed by:			

Title: Problem of City Water and Sewer Trucks Meeting DOT&PF weight requirements and prospective solutions.

Attachment(s): None.

Department/Individual:	Initials:	Remarks:
Administration	<i>PW</i>	<i>For discussion</i>
Finance	----	Unavailable

Amount of fiscal impact:		Account information:
None	No fiscal impact at this time.	
	Funds in City Budget.	
	Funds not in City Budget.	

Summary Statement

Problem

The City of Bethel is on notice from the Alaska Department of Transportation and Public Facilities that its water and sewer trucks are overweight when full and must operate its 3,000 gallon trucks at 2/3 capacity and its 4,000 gallon trucks at 3/4 capacity. After several weeks of meetings, the City was given temporary permission to operate all of its water and sewer trucks at full capacity until March, 2018. The City must have a plan in place and be executing that plan prior to Spring 2019.

Solutions

1. USDA-RD Grant/Loan

City Administration can pursue grant/loan funding from the USDA-Rural Development to purchase 8 new water trucks and 7 new sewer trucks. The truck purchase would ameliorate the current DOT&PF truck restrictions, replace aging trucks in the fleet, remedy the poor condition of nearly every truck, and steer the City away from high maintenance costs and parts scarcity. To apply for USDA-RD funding, the City must request funds for a water and/or sewer construction project to which the purchase of the 15 trucks may be included.

Every construction project requires that a Preliminary Engineering Report (PER) and Environmental Report (ER) be completed prior to funding approval. The City's planned PER and ER related to providing water and sewer service to "The Avenues" will meet the needs of USDA-

RD. Once the PER is completed, the City will be in a position to look at the cost estimates and pick and choose which piece of the project makes sense for which to pursue funds and complete. There is no maximum or minimum size construction project required for funding, but the project must result in a functional operating component of the City's system.

After reviewing the City's finances, USDA-RD may approve up to 45% in grant funds and 55% in loan funds. The City's expected cost to purchase 15 new water and sewer trucks is \$3,618,098. The City's selected construction project may be \$1,000,000. The percentage share for these two project amounts would be:

<u>Item</u>	<u>Project Cost</u>	<u>45% Grant</u>	<u>55% Loan</u>
Construction Project	\$1,000,000	\$450,000	\$550,000
15 Trucks	<u>\$3,618,098</u>	<u>\$1,628,144</u>	<u>\$1,989,954</u>
Total	\$4,618,098	\$2,078,144	\$2,539,954

2. Municipal Loan

The City of Bethel is eligible to apply for a municipal loan through the Alaska Department of Environmental Conservation. The current rate is 1.5%. The City is exploring the possibility of using this loan in combination with the USDA-RD request where this loan substitutes for the USDA-RD loan (2.5%).

3. Loan/Lease from Bank

The City of Bethel may want to explore of a loan/lease arrangement with a bank. The City would borrow money at commercial lending rates and pay to lease new water and sewer trucks. The lease arrangement could be a lease-to-own or lease and replacement.

Mayor's Report

City Manager's Report

MANAGERS REPORT

Sept 6 to Sept. 19, 2017

Intuitional Corridor- 9/7- discussed with the PW Director, Project Manager and Contractor the cost of project management fees DOWL Inc. to continue to manage this project. The construction period for Phase I & Phase II will begin Feb. 2018 and end in Oct. 2018.- 9/9- 9/15 –Tele-conferenced with Bethel Builders, DOWL and City Admin to look at decreasing the contract fees for construction. The biggest change is receiving permission from the DOT to trench the pipeline going across the highway vs. boring underneath the road. The cost to bore under the highway is \$360,000. Another item will be if public works can reverse 47 circulation pumps in the residences on A-Loop or perhaps in another fashion that will not require the contractor's participation.

Sewer Lagoon/Jetty Project- .9/6 Contractor arrived on the job site for dredging the lagoon. Site preparation and setting up the equipment took about a week. 9/13 dredging starts and we receive our first daily log sheet regarding the amount dredged. Merrelll Bros. has set up a web site,www.merrelllbros.com that can be used to follow the projects progress. 9/19- First meeting since construction started and the progress is better than expected.

Port Office- 9/9; Wall finishes are about complete, boilers are being installed Substantial Completion is scheduled for Oct. 6, 2017.

Finance Dept.- 9/9 Discussed with the Finance Director my concerns about personnel and temporary hires and seeking outside help if needed to keep the finances current.- 9/11; GL Accountant was hired; looking at the cost of a outside firm to

Pinky's Park- I was overly optimistic about the deadline for this project. It appears that we will hydro-seed the slopes on the field this fall. A depression in the middle of the field has develop that needs to be filled and top soil added before we hydro-seed the rest of the field. We will complete extending the field and installing the equipment, bleachers, goal posts soccer net, etc. by Sept. of 2018. Owl Park needs to be repaired also and will require fill.-9/18 there is a grantor who is working with National Fitness Campaign that promotes outdoor fitness centers in the U.S. The cost of the equipment is \$90,000. The first step is to apply to the program, which has a grant of \$10,000. Then they help find the other funds needed from various sources The City might have to some funding. Information regarding the grant and the equipment, including a video, is to be presented at the Parks and Recs Committee meeting on Oct 10.

Note; There is lot of competition among the Departments for the use of the end dumps. The landfill and the sewer lagoon project unexpectedly required fill and the use of the end-dumps. The Sewer Lagoon project required us to create a site for the dredged tailings from the lagoon. The DEC visited the landfill and pointed out that cover material

is needed to cover the trash. We also need to raise the berm in some parts of the landfill. Streets and Roads also has been busy repairing roads and may have gravel to haul from Knick. Sand is also needed for winter to mix with the salt that we use on the roads. We have enough qualified drivers but we do not have enough trucks for them all. The landfill needs their own end dump to keep up with their requirement to keep the trash covered in the landfill. Personnel from the landfill, streets and roads and the port are working together to accomplished these tasks.

Courthouse- 9/8 Meet with Area Court Administrator and four courthouse employees to discuss the courthouse lease. They are too submit a proposal on Sept 19.

DOT- Discussed with the Utility Division about the possibility of installing culverts across the highway where needed to provide piped water service in the future. The DOT is schedule to rehab the highway in 2019. This would be a logical time to install the culverts. It would be a cost to the City.

The DOT conveyed some positive news about H-Marker Lk. Rd. The DOT received a positive response that the FAA that they would grant an easement to use H Maker Lk. Rd. The DOT also reports that they "have worked out the details to close the existing stalled Tundra Ridge Road project and start-up a new Tundra Ridge Realignment Project ". Todd Vanhove of the DOT reports, "I have assurances from DOT HQ to allow us to begin the project utilizing the same C. Trans. Project work form the original Tundra Ridge proposal." He also reports that the project does not need to go back to the Project Evaluation Board. This project maybe a consideration in the 2018-2021 STIP, which means that if the City will have to secure the needed property for easements from BNC and the Charles family.

Planning Dept. –A Conditional Offer for the City Planner position was accepted by Betsy Jumper. She has been employed in that department since 2008.- Due to the debris left by a house fire on Osage St. I have requested a Public Nuisance notice was posted on the property and the same for the old Yukon Lodge on East Ave.

East Ave. - step w BIA for permission to sub-divide and survey the property.

W & S TRUCKS – The Public works director and the V&E foremen visited Seattle dealerships. The companies visited ere Kenworth, Western Peterbuilt and Frieghtliner Northwest. The only response so far has been from Kenworth. They quoted us amount of approximately \$3.5M. The new trucks con be configured to haul thirty-four hundred gallons, our goal was three-thousand gallons. Proximity alarms for backing up and magnetic flow meters could be installed. We can do away with the air brakes, which will save us a considerable amount of time changing the brakes. A Auto Lube system would be another feature added that we don't have now. We can save \$5,500 by splitting the purchase order between the chassis and the body. A IM should be in this packet concerning funding.

Note; The new truck for the dumpsters is up and running. The PO for the new water truck that will be used for dust control has been completed and forwarded to CMI. This was approved during the budget hearings.

YKFC- Tele-conferenced with Heathfit bout finances, personnel and repairs to the pool regarding the leaks. Please read YKFC mangers report. The Fire Marshall's office is notified when a boiler is installed and inspected and certified when they can justify

APEI-9/5- Notified the City that our claims are above normal and that we need to create a plan with the departments to reduce them.- 9/10- Discussed the need to improve our safety record with APEI and City Department Heads. Will meet with APEI October 12. HR has furnished safety modules and various training materials for the Depts. to use.

LANDFILL- Meet with the DEC Regional Landfill Manager to go over the status of the landfill. They requested that we improve covering the refuse with dirt. This has been a ongoing problem due to the lack of a dedicated personnel and equipment to haul dirt. A side dump would improve this situation. We will be required to dig four shallow wells, six too eight feet deep to monitor the run off form the landfill.

DIV. of HOMELAND SECURITY- 9/19- received notice that the City was granted \$126,055.00 for the Police and Planning Depts. Council should be able to approve the agreement Oct.10th.

Peter Williams, City Manger

Management Team Reports

City Clerk's Report

City of Bethel, Alaska

City Clerk's Office

Council Meetings and Events

September 26, 2017 Regular Meeting

October 10, Regular Meeting

October 16, Special Meeting

October 24, 2017 Regular Meeting

Website

The website redesign is complete. When time will allow we are continuing to address necessary content updates to individual pages, correct formatting glitches and produce online forms.

Election

The office has performed accuracy testing on the election equipment. Absentee in person voting will continue through October 2. The Office will conduct the second of the election training the evening of the 25th. The Canvass Board is set to meet at 6:30p on October 5th to certify the election results.

Other Projects

Community Action Grant- Organizing the processes and documents related to the Grant. When there is a quorum of the body, the office will present the policy for administering the grant to the body for their review and consideration with an intent to bring the final policy to the Council through Resolution for final adoption.

Cemetery management -this summer the office will establish a mapping of the Ridgecrest Cemetery which is long overdue. Weather has prevented us from getting this project started but it is still our goal. The City didn't being requiring permits for the cemetery until 2002 and even then wasn't strictly enforced. This has left much of the cemetery without records. Within the coming month, the office will be going to the Cemetery to document and map the graves. The Office is looking into options to get the exposed sand covered at the new cemetery; funds were not budgeted for this portion of the project.

Committee/Commission Document Management- twice a year the office conducts an audit of records submitted by each of the committees and commission. With a number of documents missing from the submission list we are working with the committee recorders to get them caught up.

Document/Agenda processing- The City Clerk met with the City Manager and Attorney to discuss improved processes for our council meeting management. We will soon be implementing new supporting documentation with many of the Ordinances and Resolutions in order to make the information presented to the Council and the public more explanatory.

Executive Session

Additional Information
